



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, June 13, 2022
6:00 PM**

The City of Zephyrhills will maintain a quorum at the dais and host a GoToMeeting to allow the public to attend remotely.

Please join the GoToMeeting
from your computer, tablet or smartphone:
<https://global.gotomeeting.com/join/972862069>
or dial in using your phone:

+1 (408) 650-3123 - Access Code: 972-862-069

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

Zephyrhills City Hall

Council Chambers

Call to Order – Council President Jodi Wilkeson
Roll Call – Finance Supervisor Jessica Carter
Invocation – Dave Huff
Pledge of Allegiance – Council President Jodi Wilkeson

1. MAYOR
 - 1.1 Flag Day Proclamation
 1. National Flag Day
 - 1.2 Charles Proctor Proclamation
2. CONSENT ITEMS
 - 2.1 Appointment of Board Members

1. 2022 Board Appointments
- 2.2 DEP 50/50 Grant - South 301, Wastewater Redevelopment Project
 1. LPQ0029_Agreement (Final Draft_6.1.22)
- 2.3 Public Works Roll-Off Truck Purchase - Florida Sheriffs' Association FSA-VEH18.0
 1. Kenworth Proposal
- 2.4 Request Council Approval for BRW's Change Order #2, Reclaim Water Line Project
 1. Attachment A - PCM 01-05 Proposal Costs
 2. PE CO 02 - Signed
- 2.5 BerryDunn Consulting Contract 37-22-06 Modification
 1. Summary of Changes to BerryDunn Agreement
 2. BerryDunn Contract

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 Sarah Vande Berg Tennis Center Housing Developer's Agreement No. 41-22-01
 Second Reading **SVB Housing, LLC's Healthier Stay Planned Unit Development (PUD) consists of approximately 10.15 Acres MOL (Parcel No's. 04-26-21-0000-00200-0012 and 04-26-21-0000-00200-0011) and is generally located on the west side of Simons Road, north of Crestview Landing Way. Estimated Population Density of the Development is 6.8 persons per acre. Proposed uses include: a mix single-family and townhomes at 14.0 units per acre and a maximum height of 2 stories; a 32,235 sq. ft. dormitory building (29 units) with a maximum height of 3 stories; a +/- 22,500 sq. ft. mixed-use medical/office/residential building with a maximum height of 48 feet; and a +/-27,300 sq. ft. Indoor Multi-Purpose Recreation/Tennis Facility with a maximum height of 48 feet.**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers SVB Developer's Agreement No. 41-22-01 on the Second Reading
 1. DEVELOPMENT AGREEMENT SVB HOUSING FINAL 4.28.22
 2. SVB Housing Location Map
- 3.2 First Reading **ORDINANCE NO. 1436-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance 1436-22 on the First Reading

1. Ordinance 1436-22 Heyl Investments II, LLC Annexation
2. 4904 Kittyhawk Dr. Location Map

4. UTILITY DIRECTOR'S REPORT

4.1 Raftelis Presentation - Capacity Fees

1. 2022 Utility Capacity Fee Report_05.09.2022
2. Utility Capacity Fee Presentation_06.13.2022

5. PLANNING DIRECTOR'S REPORT

5.1 Abbott Square Phase 1A and 1B - Final Plats

1. Subdividers Agreement - Phase 1B
2. ABBOTT SQ-PH-1A-(2022-05-13) 1ST RESUB
3. ABBOTT SQ-PH-1B (2022-05-13) 1st RESUB
4. Abbot Square 1A_1B Map

6. CITY MANAGER'S REPORT

6.1 RFQ Branding Selection

1. North Star Place Branding & Marketing (Response, April 29, 2022)

6.2 Hercules Park Construction Management Services RFQ 35-22-02

1. Response-Wharton Smith
2. Response-AD Morgan
3. Response-PCCSI

7. CITY ATTORNEY'S REPORT

- 7.1 First Reading **ORDINANCE NO. 1437-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION FROM COUNTY INDUSTRIAL-LIGHT TO CITY IN (INDUSTRIAL), AND AMENDING THE ZONING FROM COUNTY L1 TO CITY LI (LIGHT INDUSTRIAL), FOR PARCEL 18-26-21-0010-01100-0000; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

1. Ordinance 1437-22 Heyl Investments II, LLC FLU and Rezoning
2. ANX-0008-22_Staff Report
3. Final Justification Report _ Heyl Trucking Lines
4. Kittyhawk Drive _ 2021 aerial
5. ANX-0008-22_Zoning Map
6. ANX-0008-22_FLU Map

7.2 First Reading **ORDINANCE NO. 1438-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A ZONING DESIGNATION CHANGE FROM PUD (PLANNED UNIT DEVELOPMENT) TO C2 (COMMUNITY COMMERCIAL) FOR APPROXIMATELY 0.73 ACRES OF REAL PROPERTY HAVING THE PARCLE NO. 26-25-21-0130-00000-0130; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

1. Ordinance 1438-22 North American Development Group PUD Rezoning
2. RZ-0012-22_Staff Report
3. 8.f.i Pasco County Parcel Map & Aerial (1)
4. 1.a. Lot 13 Rezoning report (1)

7.3 First Reading **Ordinance 1439-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING SUB-SECTIONS (C), (E) AND (J) OF SECTION 7.09.16 AND ADDING SECTION (L) REGARDING MINI-WAREHOUSING AND SOTRAGE UNITS; SECTIONS 2.01.03.12, 2.01.03.15, 2.01.03.17, 2.01.03.18, REGARDING ZONING CATEGORY FLOOR AREA INCREASE OF .5 TO 1.0, AMENDING TABLES 7.01.01 AND 7.02 REGARDING FLOOR AREA RATIO INCREASE OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE."**

1. Ordinance 1439-22 LDC Text Amendment Section 7.09.16 Mini-Warehouse & Storage Units

7.4 Charter Review Committee Resolution No. 793-22

1. Resolution 793-22 Charter Review Committee

8. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

9. NOTED ITEMS

9.1 Updated Rental Policy for Municipal Buildings, Rental Agreements and Price Lists Effective June 1, 2022

1. Rental Policy Effective 6-1-2022

9.2 Bank Deposit Listing

1. City of Zephyrhills Bank Depository

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, for more than two centuries our flag has been a banner of hope for generation after generation of Americans; and

WHEREAS, the first flag of the United States was authorized by The Second Continental Congress on June 14, 177; and

WHEREAS, Congress officially designed June 14th of each year as National Flag Day, to be observed by the display of the American Flag and appropriate ceremonies; and

WHEREAS, on July 4, 1960, the new 50-star flag was flown for the first time-the flag that still flies today; and

WHEREAS, the Pledge of Allegiance to the flag of the United States was first used in 1892, was made official by the Congress in 1945, and through the years has been recited to reaffirm our love and loyalty to our country to the ideals which have made America a great nation; and

WHEREAS, Generations of Americans in uniform have carried the Stars and Stripes into battle so that our citizens can continue to live in freedom. Across the globe, a new generation of Soldiers, Sailors, Airmen, Marines and Coast Guardsmen have stepped forward to serve under our flag, defending America from our enemies, and evoking our gratitude to them and their families for the defense of our flag and the values of the great Nation it symbolizes; and

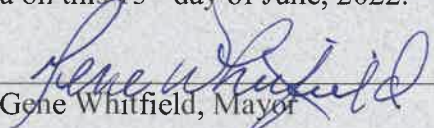
WHEREAS, on Flag Day we recall the rich history of Old Glory and reflect upon our duty to perpetuate our heritage; and

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 proclaim Tuesday, June 14, 2022 as

NATIONAL FLAG DAY

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 13th day of June, 2022.




Gene Whitfield, Mayor

Attest: 
Lori L. Hillman, City Clerk

CONSENT ITEMS 2.1

Appointment of Board Members

Issue:

Boards of the City of Zephyrhills' three-year terms are expiring June 30, 2022.

Background:

All board members' terms are staggered with three-year terms. Per the City's Charter, Council shall fill by appointment all offices except those required to be filled by election of the voters.

Attachment(s):

1. 2022 Board Appointments

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends City Council reappoint or replace board members with terms expiring June 30, 2022.

BOARDS OF THE CITY OF ZEPHYRHILLS

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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BOARD OF ADJUSTMENT, CODE ENFORCEMENT, AND APPEALS

3 Yr.	Gary Hatrick - 8/01 highroadzhills@aol.com	5510 12 th Street	312-7119	June 30 2024	- <u>3</u>
3 Yr.	Bob Dodd– 9/06 b.dodd@highlandhomes.org	5307 20 th Street	c/813-368-8066	2023	- <u>2</u>
3 Yr.	David Armstrong – 1/07 darmstr312@gmail.com	7251 16 th Street	782-0245	2025	- <u>4</u>
3 Yr.	Louie Sellars – 12/09 louiesellars@msn.com	38836 9 th Avenue	782-6509	2025	- <u>1</u>
3 Yr.	OPEN/VACANT			2024	- <u>5</u>

PLANNING COMMISSION

3 Yr.	Kevin Bahr – 9/13 kevin@bahrsinc.com	37545 Sky Ridge Cir. DC 33525	782-5013	June 30 2023	- <u>2</u>
3 Yr.	Thomas Vanater – 6/22 vanatert@aol.com	6151 Silver Oaks Dr.	813-300-7120	2023	- <u>4</u>
3 Yr.	Mayor Whitfield – 6/13 gwhitfield@ci.zephyrhills.fl.us	6225 Silver Oaks Dr.		2023	- <u>7</u>
3 Yr.	Beth Aker – 3/15 Baker36@tampabay.rr.com	9744 U.S. 301 – DC	937-489-1677	2025	- <u>3</u>
3 Yr.	Christian Ryman – 6/21 christian4785@gmail.com	37051 Nicole Ave.	778-7144	2024	- <u>5</u>
3 Yr.	Randy Stovall – 06/2022 rstov22@verizon.net	38314 Centennial Rd.	813-312-3585	2024	- A/L(2)
3 Yr.	Tracy Sullivan – 3/05 Sallyd2@msn.com	37140 Foxrun Place	715-9008	2025	- <u>1</u>
3 Yr.	David Armstrong – 7/01 darmstr312@gmail.com	7251 16 th Street	782-0245	2025	- <u>6</u>
3 Yr.	Christa Remington – 06/2022 clremington@yahoo.com	5706 Wedgefield Dr.	863-243-1579	2025	- A/L(1)

AIRPORT AUTHORITY

3 Yr.	William T. Castle – 2/12 Billcastle38@outlook.com	6711 Pistachio Street	782-7279	June 30 2023	- <u>2</u>
3 Yr.	Erwin Buzz Hohman – 8/14 vgi@verizon.net	4325 Honey Vista Cr. Tpa	C205-0180	2023	- <u>4</u>

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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AIRPORT AUTHORITY

			June 30	
3 Yr.	Ron Miller – 8/14 Srmiller28@tampabay.rr.com	13533 Chesapeake Pl. C850-974-7049 Spring Hill 34609	2023	Mayor
3 Yr.	Matthew Laseter – 6/21 mlaseter@me.com	38735 6 th Ave. C370-6970	2024	- <u>3</u>
3 Yr.	Kenneth Leslie – 8/19 Kbwd37@aol.com	5214 Lantana Street – Z'hills C223-1351	2024	- <u>5</u>
3 Yr.	Dan Evans 5/05 Dandevon45@aol.com	7456 Alafia Ridge Loop Riverview 33567 813-299-0431	2025	- <u>1</u>
3 Yr.	Erik Meredith – 8/21 Erik.Meredith@yahoo.com	5219 Braddock Dr. C813-469-4669 B813-291-0477 H813-469-4669	2025	CC-A/L

LIBRARY BOARD

			June 30	
3 Yr.	Jerald Pricher - 12/97 jerry@pricher.net	5138 20 th Street 788-2547	2023	
3 Yr.	Susan Clark – 7/15 susanclark3823@gmail.com	3823 Tall Oaks Lane 608-307-2085	2024	
3 Yr.	Anjalie Bedi – 7/15 Anjali.bedi1952@gmail.com	10743 Corey Lake Dr. 782-0858	2024	
3 Yr.	Isabelle Mandanici Bellemary1941@gmail.com	38138 Overbrook Blvd. 813-285-6033	2025	
3 Yr.	Nicole Purcell - 11/16 Npurcell79@gmail.com	38138 Jendrai Ave. 766-2937	2025	

HISTORIC PRESERVATION BOARD

			June 30	
3 Yr.	Tony Kerns – 06/21 tony@kfc-inc.com	11927 Pasco Trails Blvd. C294-5158	2023	
3 Yr.	Jennifer Navarro – 6/18 navarroj0607@gmail.com	5011 9 th Street	2024	
3 Yr.	Tracy Sullivan – 3/05	5201 10 th Street 715-9008	2024	
3 Yr.	Eileen Westermann – 6/22 eawestermann2016@gmail.com	5522 17 th Street C-727-301-6906	2024	
3 Yr.	Jason Aiken – 02/05	5522 9 th Street 788-4175	2025	
3 Yr.	OPEN/VACANT		2024 A/L(1)	
3 Yr.	Erica Freeman ericadawn16@yahoo.com	37519 8 th Ave. C-813-843-2517	2024 A/L(2)	

PARKS AND RECREATION BOARD

			June 30	
3 Yr.	Norman Scheuerman - 6/21 Mocs1998@gmail.com	3706 Geiger Road 748-7948	2023	

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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PARKS AND RECREATION BOARD

3 Yr.	Lily Mohler – 4/22 rroberts@police.zephyrhills.fl.us	5045 Summer Hill Dr. C-843-3682	June 30 2023
3 Yr.	Nicole Hamilton – 6/13 watermistress@sbcglobal.net	36175 Jenny Lynne Cr. 240-2973	2024
3 Yr.	Dave Walters – 6/13 davewalters12@msn.com	8402 Angela Court 862-5040	2024
3 Yr.	Gary Hatrick – 7/13 highroadzhills@aol.com	5510 12 th Street 312-7119	2024
3 Yr.	Christian Ryman – 6/21 Christian4785@gmail.com	37051 Nicole Ave. 778-7144	2025
3 Yr.	Tracy Mahon – 5/16 tmahon@fnbpasco.com	P.O. Box 1377 386-433-6050	2025

CITY COUNCIL

		<u>Seat No.</u>	<u>Term Expires</u>
Jodi Wilkeson	5816 18 th Street C/813-997-7194 jwilkeson@ci.zephyrhills.fl.us	3	4/2024
Charlie Proctor	5529 8 th Street C/813-780-1858 cproctor@ci.zephyrhills.fl.us	5	4/2024
Lance Smith	6426 Huntington Drive C/813-997-3981 lsmith@ci.zephyrhills.fl.us	1	4/2025
Ken Burgess	6725 Northlake Drive C/813-997-5314 kburgess@ci.zephyrhills.fl.us	4	4/2025
Gene Whitfield	6225 Silver Oaks Drive H/813-788-4624 gwhitfield@ci.zephyrhills.fl.us	Mayor	4/2023
W. Alan Knight	5649 Beech Street H/813-788-1603 aknight@ci.zephyrhills.fl.us	2	4/2023

CONSENT ITEMS 2.2

DEP 50/50 Grant - South 301, Wastewater Redevelopment Project

Issue:

The City is highly lacking sewer services to the South Hwy 301 area between C Ave and Tucker Rd. Seeking sewer improvements to allow for new development, redevelopment, and current non-served residents to connect to the City sewer system.

Background:

The wastewater service area for the City does not include the area south of C Avenue, to Tucker Rd., along the US Highway 301 Commercial Corridor. The City has identified that constructing wastewater infrastructure in this area will allow for existing septic systems to be eliminated and prevent the installation of future septic systems to developable and redeveloped properties. The Project will consist of two phases. Phase 1 will include the construction of wastewater infrastructure, and Phase 2 will include the conversion of up to 99 commercial and/or residential septic systems to a low-pressure sewer system. The completion of Phase 2 will reduce nutrient loading by up to 964 lb/yr for total nitrogen and 101 lb/yr for total phosphorus. The Project will also provide up to 0.025 MGD of additional reclaimed water supply and benefit the Hillsborough River Basin MFL by reducing groundwater use.

Attachment(s):

1. LPQ0029_Agreement (Final Draft_6.1.22)

Fiscal Impact:

The total estimated cost for Phase I is \$1,300,000. Fifty percent (50%) will be received as a matching grant from the FDEP. Cost to the City will be approximately \$650,000.

Staff Recommendation:

It is the recommendation by the Utilities Department to the City Council to approve the 50/50 grant with the FDEP and allow the Council President to sign the same.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

1. Project Title (Project): Zephyrhills South 301 Wastewater Re-development Agreement Number: LPQ0029

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

Grantee Name: City of Zephyrhills Entity Type: Local Government
Grantee Address: 5335 8th St., Zephyrhills, FL 33542 FEID: 59-6000455 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: December 31, 2024

4. Project Number: _____ Project Location(s): Lat/Long (28.2336, -82.1812)
(If different from Agreement Number)
Project Description: The Grantee will construct wastewater infrastructure that will include the installation of approximately 7,500 LF of force main from C Avenue to Tucker Road.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$650,000.00</u>	☒ State ☐ Federal	<u>WQ, GAA LI 1641, FY 20-21, GR</u>	<u>\$650,000.00</u>
	☐ State ☐ Federal		
	☒ Grantee Match		<u>\$650,000.00</u>
Total Amount of Funding + Grantee Match, if any:			<u>\$1,300,000.00</u>

6. Department's Grant Manager Grantee's Grant Manager
Name: Zachary Easton Name: Audrey McGuire
or successor or successor
Address: 3900 Commonwealth Blvd. Address: 5335 8th St.
Tallahassee, FL 32399-3000 Zephyrhills, FL 33542
M.S. 3602
Phone: (850) 245-2949 Phone: (813) 780-0002
Email: zachary.easton@FloridaDEP.gov Email: amcguire@ci.zephyrhills.fl.us

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

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

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Zephyrhills

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Jodi Wilkeson, City Council President

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Zachary Easton, DEP Grant Manager

Michael Barr, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

Attachment 1

1 of 12

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

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

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

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

26. Record Keeping.

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

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

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

29. Independent Contractor.

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

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

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

32. Survival.

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

33. Third Parties.

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

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

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

36. Assignment.

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

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPQ0029**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Zephyrhills South 301 Wastewater Re-development (Project). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment Purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$650,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

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

a. **Commercial General Liability Insurance.**

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

b. **Commercial Automobile Insurance.**

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

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

c. **Workers' Compensation and Employer's Liability Coverage.**

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

d. **Other Insurance.**

None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Zephyrhills South 301 Wastewater Re-development

PROJECT LOCATION: The Project will be located in the City of Zephyrhills within Pasco County; Lat/Long (28.2336, -82.1812). See Figure 1 for a location map.

PROJECT BACKGROUND: The wastewater service area for the City of Zephyrhills (Grantee) does not include the area south of C Avenue along the US Highway 301 Commercial Corridor. The Grantee has identified that constructing wastewater infrastructure in this area will allow for existing septic systems to be eliminated and prevent the installation of future septic systems. The Project will consist of two phases. Phase 1 will include the construction of wastewater infrastructure, and Phase 2 will include the conversion of up to 99 commercial and/or residential septic systems to a low-pressure sewer system. The completion of Phase 2 will reduce nutrient loading by up to 964 lb/yr for total nitrogen and 101 lb/yr for total phosphorus. The Project will also provide up to 0.025 MGD of additional reclaimed water supply and benefit the Hillsborough River Basin MFL by reducing groundwater use.

PROJECT DESCRIPTION: The Grantee will construct wastewater infrastructure that will include the installation of approximately 7,500 LF of force main from C Avenue to Tucker Road.

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

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of wastewater infrastructure from C Avenue to Tucker Road and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

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

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the wastewater infrastructure.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct wastewater infrastructure from C Avenue to Tucker Road in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

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

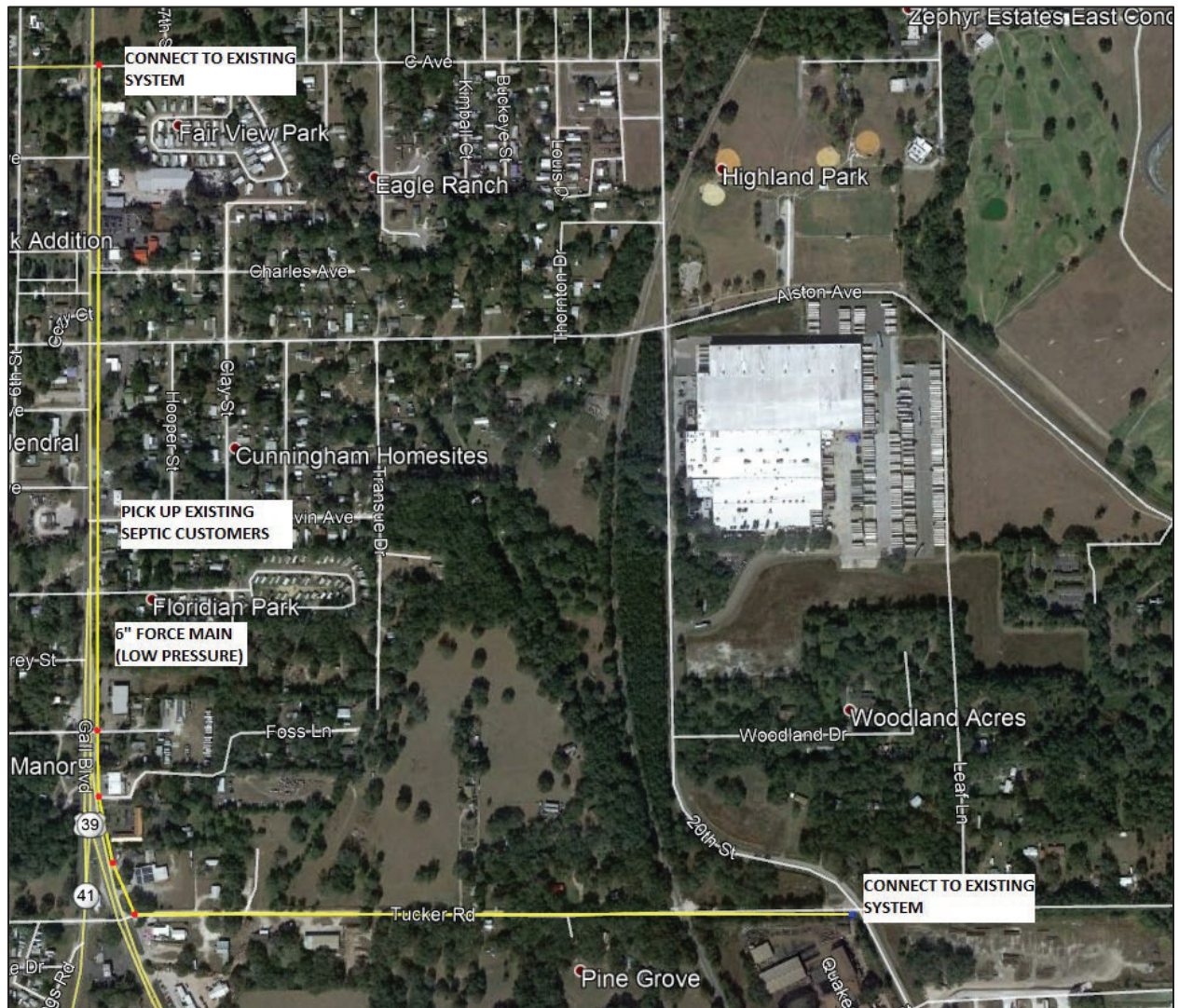
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$60,000	\$60,000	07/01/2021	06/30/2024
2	Bidding and Contractor Selection	Contractual Services	\$5,000	\$5,000	07/01/2021	06/30/2024
3	Construction	Contractual Services	\$410,000	\$410,000	07/01/2021	06/30/2024
		Miscellaneous/ Other Expenses	\$175,000	\$175,000	07/01/2021	06/30/2024
Total:			\$650,000	\$650,000		

Figure 1. Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

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

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FDEP	2020-2021	37.039	Statewide Surface Restoration and Wastewater Projects	\$650,000	149935
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$650,000	
-------------	-----------	--

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

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPQ0029
Project Title:	South 301 Wastewater Re-development
Grantee Name:	City of Zephyrhills
Grantee's Grant Manager:	Audrey McGuire
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Bidding and Contractor Selection

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Construction

- Progress for this reporting period:
- Identify delays or problems encountered:

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

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

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

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

CONSENT ITEMS 2.3

Public Works Roll-Off Truck Purchase - Florida Sheriffs' Association FSA-VEH18.0

Issue:

The Public Works Department requests to purchase a new Roll-OFF Truck using the Florida Sheriff's Association Contract, Re: contract # FSA20-VEH 18, this contract expires on September 30, 2022

Background:

This contract purchase has been reviewed by the purchasing agent.

Attachment(s):

1. Kenworth Proposal

Fiscal Impact:

Budget Line Item (s): \$125,000 Streets Capital FY 21-22 and \$125,000 Sanitation Capital FY 21-22 Purchase Price: \$249,734.00

Staff Recommendation:

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

May 26, 2022



City of Zephyrhills
39421 South Ave
Zephyrhills, FL 33542-5258
813-780-0022

2909 South Andrews Avenue, Fort Lauderdale, FL 33316
Main Office (954) 523-5484

Mike Crawford
352-427-5462
mike.crawford@kenworthsf.com

Florida Sheriffs Association
FSA20-VEH18.0 RO
Item 75 Kenworth T880
52,000lb GVW Truck
with Petersen Grapple & Galbreath
Rolloff

Code	Bid Specification – Options	Price	Extension
ITEM 75	2022 Model Kenworth T880 Base Chassis	\$ 112,098.00	\$ 112,098.00
	FSA Approved 4.5% increase 2023 Model	\$ 5,044.00	\$ 5,044.00
130321	X15L-450V HP 1650 Ft/Lb	\$ 4,721.00	\$ 4,721.00
2016158	Allison 4500RDS 6 Speed with PTO Provision	\$ 21,911.00	\$ 21,911.00
66K GVW	66K GVW Pkg: 20K FA, 46K RA, Suspension, DBL Frame, Steering, Front Tires	\$ 17,260.00	\$ 17,260.00
3511420	Driver Controlled Differential Locks: (2) Axles	\$ 2,535.00	\$ 2,535.00
31580225 RWT	Rear Tires: 315R / 22.5 Tires & Steel Wheels	\$ 4,222.00	\$ 4,222.00
10ALW	Front / Rear Aluminum Wheels (10)	\$ 2,028.00	\$ 2,028.00
U5OR174	Galbreath U5-OR-174 W Pioneer Tarp	\$ 74,375.00	\$ 74,375.00
BUC	Back up Camera	\$ 1,650.00	\$ 1,650.00
9080126	Amber Beacon Lamp: Dual strobe, 12V centered over cab	\$ 1,005.00	\$ 1,005.00
9207954/9208011	Cummins Ext WtyPP1 5Yr 100k Mi Inc Aftertreatment	\$ 2,885.00	\$ 2,885.00
	Note: All Options Include Florida Sheriffs Admin Fee		
Reference:	Kenworth T880 Specifications		
Total Price		\$ 249,734.00	\$ 249,734.00



**FSA AWARDED
CONTRACT**

flsheriffs.org | 850-877-2165
cphp@flsheriffs.org

CONSENT ITEMS 2.4

Request Council Approval for BRW's Change Order #2, Reclaim Water Line Project

Issue:

Request Council Approval for BRW's Change Order #2, Reclaim Water Line Project

Background:

A brief description of Proposed Contract Modification (PCM) 1-5:

PCM 1 - Additional work to accommodate the Duke Energy Easement.

PCM 2 - To accommodate future connections for additional users. Specifically, those west of the CR54/Dairy Rd. intersection.

PCM 3 - To accommodate future connections for additional users. Specifically, east and west of the Kossik/Wire Rd. intersection and the additional entrance to the Abbott Park project.

PCM 4 - To accommodate future connections for additional users. Specifically those east of the CR54/Wire intersection.

PCM 5 - Revised locations of two (2) Horizontal Directional Drilling installations.

Attachment(s):

1. Attachment A - PCM 01-05 Proposal Costs
2. PE CO 02 - Signed

Fiscal Impact:

A minimal increase of \$42, 886.90 to the total contract cost.

Staff Recommendation:

It is the recommendation of the Utilities Department to the City Council to approve Change Order #2 to BRW in the amount of \$42,886.90.



B R W CONTRACTING, INC.
P.O. BOX 1128
Land O Lakes, FL 34639

PROJECT NAME **RCW Pipeline Extension Phase 1 City o Zephyrhills**
DATE **5/6/2022**
PROPOSAL TO **City of Zephyrhills**
ATTN **Gregg Fruecht**
C.O. NUMBER **COP-02** *CHANGE ORDER # 02*

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

DESCRIPTION OF WORK	UNIT	SCHEDULED QUANTITY	SCHED. UNIT VALUE	TOTAL SCHEDULED VALUE
Change Order for the PCM-01, PCM-02, PCM-03, PCM-04 and PCM-05				
PCM-01				
Record Drawings	EA	1.00	\$ 350.00	\$ 350.00
Additional 12" Pipe	LF	15.00	\$ 44.16	\$ 662.40
BRW Construction Survey And Layout	LS	1.00	\$ 450.00	\$ 450.00
Labor	EA	0.50	\$ 475.00	\$ 237.50
Profit	EA	1.00	\$ 200.02	\$ 200.02
Overhead	EA	1.00	\$ 100.01	\$ 100.01
			Total PCM-01	\$ 1,999.93
PCM-02				
Record Drawings	EA	1.00	\$ 350.00	\$ 350.00
12" MJ TEE	EA	1.00	\$ 653.65	\$ 653.65
12" MJ Gate Valve	EA	1.00	\$ 1,829.88	\$ 1,829.88
Valve Box	EA	1.00	\$ 120.00	\$ 120.00
12" Blind Flange	EA	1.00	\$ 181.90	\$ 181.90
12" Megalugs with Accessories	EA	5.00	\$ 150.99	\$ 754.95
12" Bell Restraint	EA	5.00	\$ 187.68	\$ 938.40
Labor	EA	2.50	\$ 475.00	\$ 1,187.50
Profit	EA	1.00	\$ 707.91	\$ 707.91
Overhead	EA	1.00	\$ 353.95	\$ 353.95
			Total PCM-02	\$ 7,078.14
PCM-03				
12" MJ Gate Valve	EA	2.00	\$ 1,829.88	\$ 3,659.76
6" MJ Gate Valve	Eaa	1.00	\$ 1,358.00	\$ 1,358.00
Valve Boxes	EA	3.00	\$ 120.00	\$ 360.00
6x4 Reducer	EA	1.00	\$ 110.00	\$ 110.00
4" MJ 45	EA	1.00	\$ 173.86	\$ 173.86
12x12x12 MJ Tee	EA	1.00	\$ 653.65	\$ 653.65
12x12x6 MJ Tee	EA	2.00	\$ 544.78	\$ 1,089.56
12" Megalugs with Accessories	EA	7.00	\$ 150.99	\$ 1,056.93
6" Megalugs with Accessories	EA	5.00	\$ 135.99	\$ 679.95
4" Megalugs with Accessories	EA	4.00	\$ 125.00	\$ 500.00
12" Bell Restraint	EA	7.00	\$ 187.68	\$ 1,313.76
6" Bell Restraint	EA	7.00	\$ 62.40	\$ 436.80
Record Drawings	EA	1.00	\$ 350.00	\$ 350.00
Labor	EA	8.75	\$ 475.00	\$ 4,156.25
Profit	EA	1.00	\$ 1,870.72	\$ 1,870.72
Overhead	EA	1.00	\$ 935.36	\$ 935.36
			Total PCM-03	\$ 18,704.60
PCM-04				
12" MJ 45	EA	2.00	\$ (403.75)	\$ (807.50)
12" Megalugs with Accessories	EA	4.00	\$ (150.99)	\$ (603.96)
12" MJ TEE	EA	1.00	\$ 653.65	\$ 653.65
Valve box	EA	1.00	\$ 120.00	\$ 120.00
12" MJ Gate Valve	EA	1.00	\$ 1,829.88	\$ 1,829.88
12" Blind Flange	EA	1.00	\$ 181.90	\$ 181.90
12" Megalugs with Accessories	EA	5.00	\$ 150.99	\$ 754.95
12" Bell Restraint	EA	5.00	\$ 187.68	\$ 938.40
Labor Deduction	EA	1.00	\$ (475.00)	\$ (475.00)
Labor and Remove Existing 2" Blowoff	EA	2.50	\$ 475.00	\$ 1,187.50
Profit	EA	1.00	\$ 485.94	\$ 485.94
Overhead	EA	1.00	\$ 242.97	\$ 242.97
Record Drawings	EA	1.00	\$ 350.00	\$ 350.00
			Total PCM-04	\$ 4,858.73
PCM-05				
12" MJ 22.5	EA	2.00	\$ (344.55)	\$ (689.10)
12" MJ 45	EA	2.00	\$ 403.75	\$ 807.50
Sidewalk R&R	SY	55.00	\$ 67.00	\$ 3,685.00
12" MJ Gate Valve	EA	1.00	\$ 1,829.88	\$ 1,829.88
Valve box	EA	1.00	\$ 120.00	\$ 120.00
12" Bell Restraint	EA	2.00	\$ 187.68	\$ 375.36
12" Megalugs with Accessories	EA	2.00	\$ 150.99	\$ 301.98
Additional 12" Pipe	FT	10.00	\$ 44.16	\$ 441.60
Extra Directional Drill	FT	10.00	\$ 113.00	\$ 1,130.00
Labor	EA	0.75	\$ 475.00	\$ 356.25
Profit	EA	1.00	\$ 1,024.69	\$ 1,024.69
Overhead	EA	1.00	\$ 512.34	\$ 512.34
Record Drawings	EA	1.00	\$ 350.00	\$ 350.00
			Total PCM-05	\$ 10,245.50
Change Order Proposals Total				\$ 42,886.90

Miguel Velazquez
BRW Contracting, Inc.

Gregg Fruecht / *JAMES EDMUNDS*
5/23/22

**PROPOSED CONTRACT MODIFICATION (PCM)
NO. 1**

PROPOSED CONTRACT MODIFICATION (PCM) No. 01

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 011-21-03 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-036-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: B.R.W. Contracting, Inc. PROJECT NO.: _____ PROJECT MANAGER: Ryan Parshall
 PROJECT NAME: Reclaimed Water Pipeline Extension – Phase I

TO: BRW Contracting DATE: 02/20/22

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup Drawings

DESCRIPTION OF MODIFICATION: Please provide itemized equitable proposal to furnish and install DIP fittings for Horizontal Offset as shown.

NOTE: These revised drawings were previously provided to BRW to accommodate Material Purchasing.

REASON FOR MODIFICATION: To Accommodate Duke Energy Easement agreement

WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

Your response is requested by _____

XC:

SIGNATURE: _____

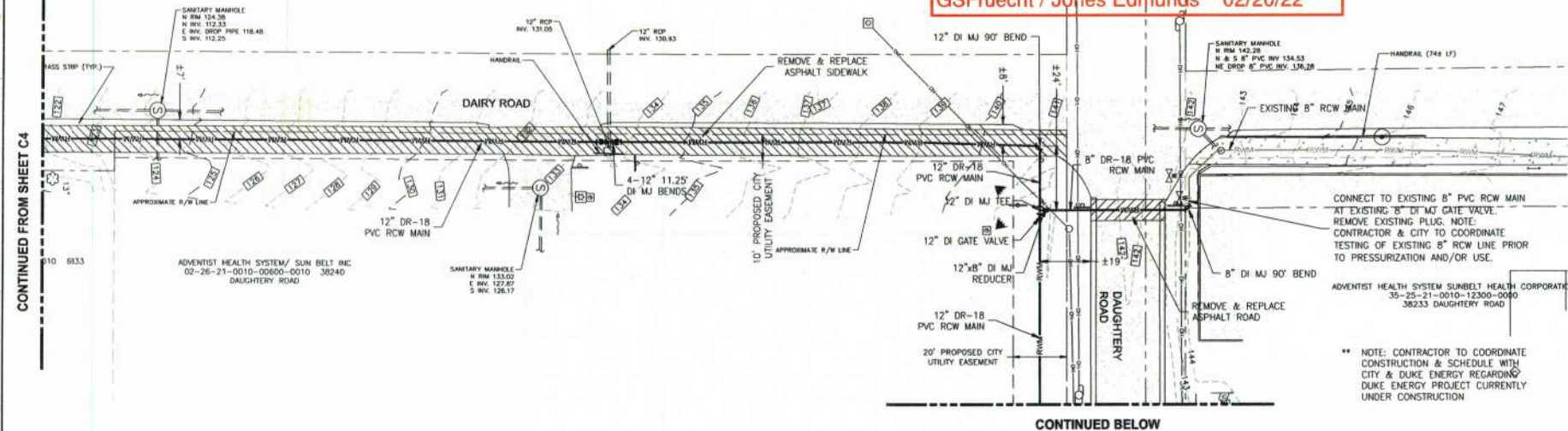


PLOTTED: 08:54 KENNETH A. FRASER, PE

PCM 01 - DUKE Revised Alignment

GSFruecht / Jones Edmunds 02/20/22

© Jones Edmonds 223

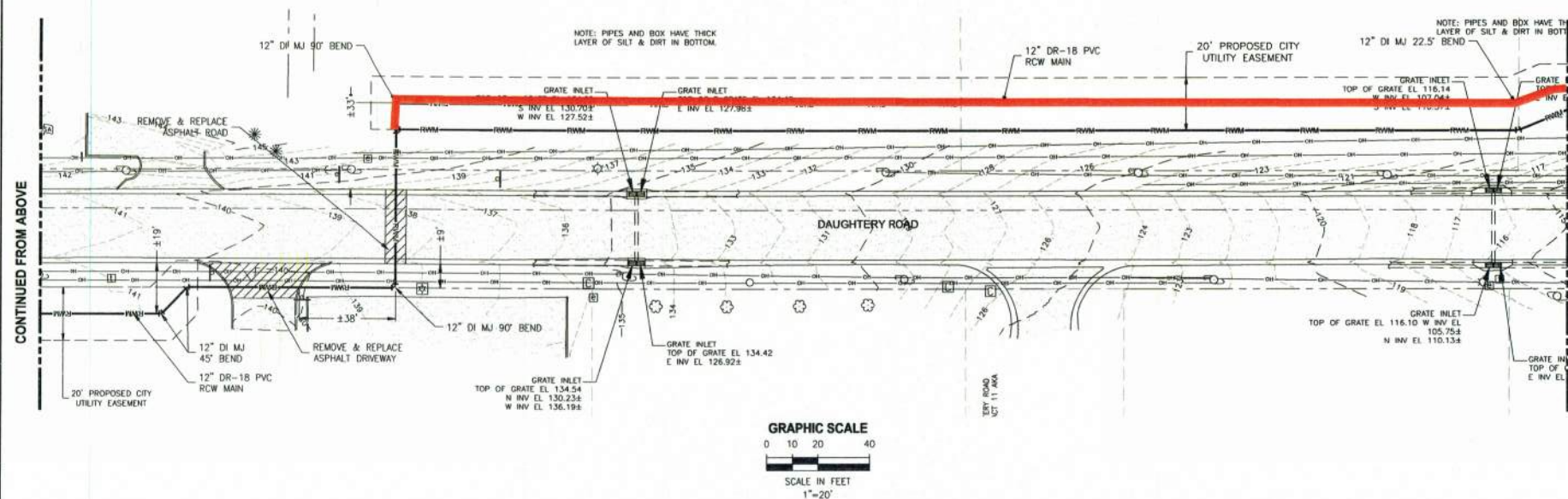


CONTINUED BELOW

CONNECT TO EXISTING 8" PVC RCW MAIN
AT EXISTING 8" DI MJ GATE VALVE.
REMOVE EXISTING PLUG. NOTE:
CONTRACTOR & CITY TO COORDINATE
TESTING OF EXISTING 8" RCW LINE PRIOR
TO PRESSURIZATION AND/OR USE.

ADVENTIST HEALTH SYSTEM SUNBELT HEALTH CORPORATION
35-25-21-0010-12300-0000
38233 DAUGHTERY ROAD

** NOTE: CONTRACTOR TO COORDINATE CONSTRUCTION & SCHEDULE WITH CITY & DUKE ENERGY REGARDING DUKE ENERGY PROJECT CURRENTLY UNDER CONSTRUCTION



GRAPHIC SCALE
0 10 20 40

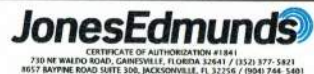
SCALE IN FEET
1"=20'

CONTINUED ON SHEET C6

BID DOCUMENTS

						DESIGNED	<u>DSHELDON</u>
						DRAWN	<u>RMEADOWS</u>
						CHECKED	<u>MCLEARY</u>
REV	DATE	REVISION DESCRIPTION			BY	APP'D	

DESIGNED DSHELDON
DRAWN RMEADONS



**RECLAIMED WATER PIPELINE EXTENSION
PHASE 1
CITY OF ZEPHYRHILLS, FL**

PLAN VIEW

APPROVED BY:

KENNETH A. FRASER

DE 452452

PROJECT No.	DATE:
26110-036-01	JAN 2021
INDEX No.	DWG No.
	C5



CONTINUED FROM ABOVE

CONTINUED BEI QW

CONTINUED ON SHEET C8

BID DOCUMENTS

JonesEdmunds
 CERTIFICATE OF AUTHORIZATION #1841
 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
 0657 BAYPINE ROAD SUITE 300, JACKSONVILLE, FL 32256 / (904) 744-5401

PLAN VIEW

APPROVED By:	
KENNETH A. FRASER	
P.E. #57452	

PROJECT No.	DATE:
26110-036-01	JAN 2021
INDEX No.	DWG No.
	C7

**PROPOSED CONTRACT MODIFICATION (PCM)
NO. 2**

PROPOSED CONTRACT MODIFICATION (PCM) No. 02

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 011-21-03 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-036-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: B.R.W. Contracting, Inc. PROJECT NO.: _____ PROJECT MANAGER: Ryan Parshall
 PROJECT NAME: Reclaimed Water Pipeline Extension – Phase I

TO: BRW Contracting DATE: 022022

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup Drawing

DESCRIPTION OF MODIFICATION: Please provide itemized equitable proposal to Furnish and Install (1) 12 x 12 x 12 DIP Tee with 12-inch Gate Valve and blind Flange for Future connection by Pasco County RCW.

REASON FOR MODIFICATION: To Accommodate Future connections by Others

WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

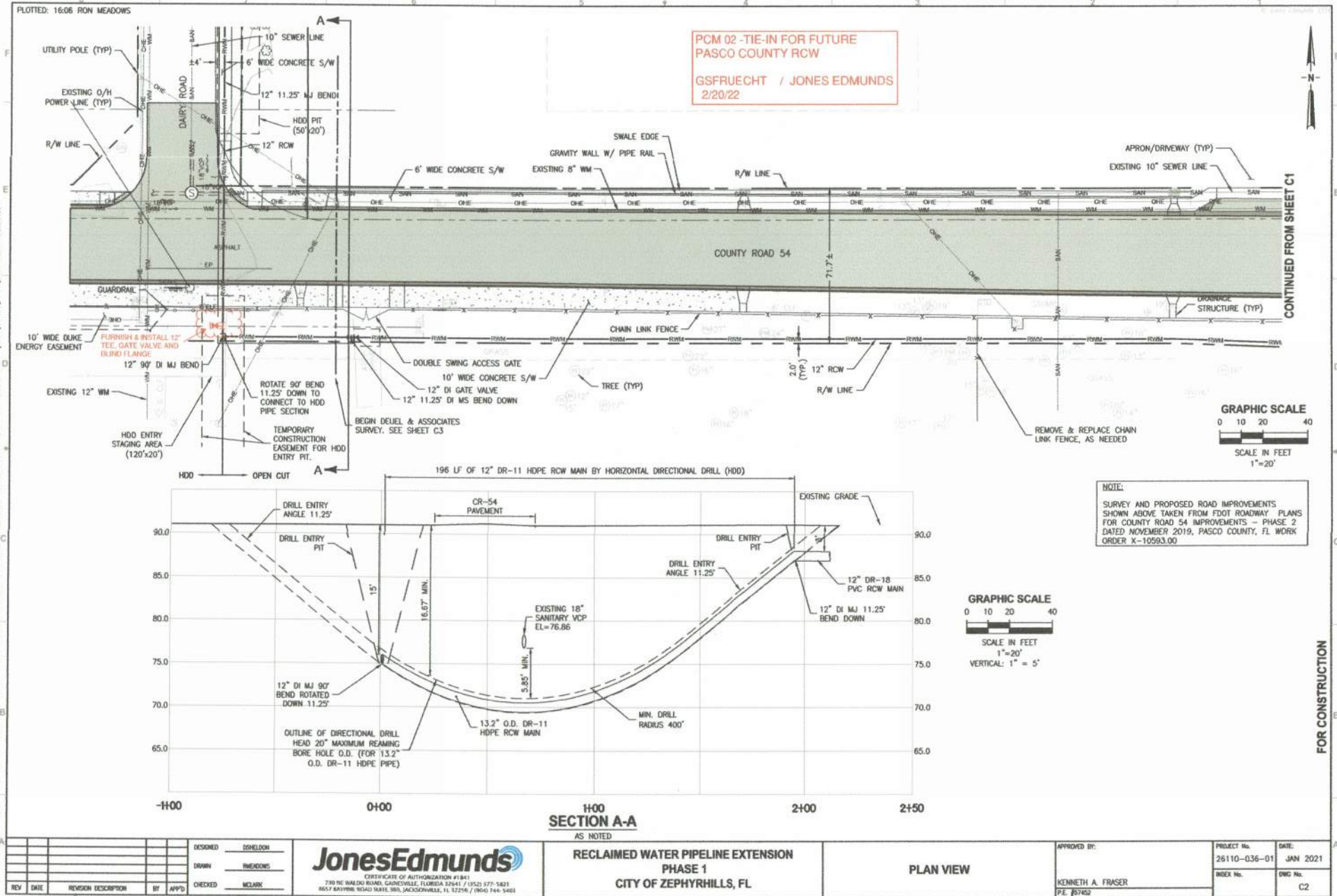
Your response is requested by At Earliest Opportunity

xc:

SIGNATURE: _____



SAVED: 8/11/2021 3:10 PM KFRASER Y:\26110-CITY OF ZEPHYRHILLS\PROJECTS\036-01-RECLAIMED WATER LINE PHASE 1 - DESIGN ONLY\CAD\DWGS\CIVIL\23106034-C02.DWG



**PROPOSED CONTRACT MODIFICATION (PCM)
NO. 3**

PROPOSED CONTRACT MODIFICATION (PCM) No. 03

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 011-21-03 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-036-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: B.R.W. Contracting, Inc. PROJECT NO.: _____ PROJECT MANAGER: Ryan Parshall
 PROJECT NAME: Reclaimed Water Pipeline Extension – Phase I

TO: BRW Contracting DATE: 022322

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup Drawing View of C-10 and C-11

DESCRIPTION OF MODIFICATION: Please provide itemized equitable proposal at Kossick Road to Furnish and Install (1) 12 x 12 x 12 DIP Tee with 12 inch Gate Valve orientated to the East for Future connection by others AND, to Furnish and Install (1) 12 x 12 x 6 DIP Tee with 6 inch Gate Valve orientated to the West for Future connection by others.
AND, at Sonnet Landing Avenue to Furnish and Install (1) 12 x 12 x 4 DIP Tee with 4 inch Gate Valve orientated to the West for Future connection by others. Please Bag and Tape securely the open end of the valve (instead of blind flange) and provide 2x4 Marker through grade.

REASON FOR MODIFICATION: To Accommodate Future connections by Others

WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until proposal is received and approved. .

Your response is requested by At Earliest Opportunity

xc:

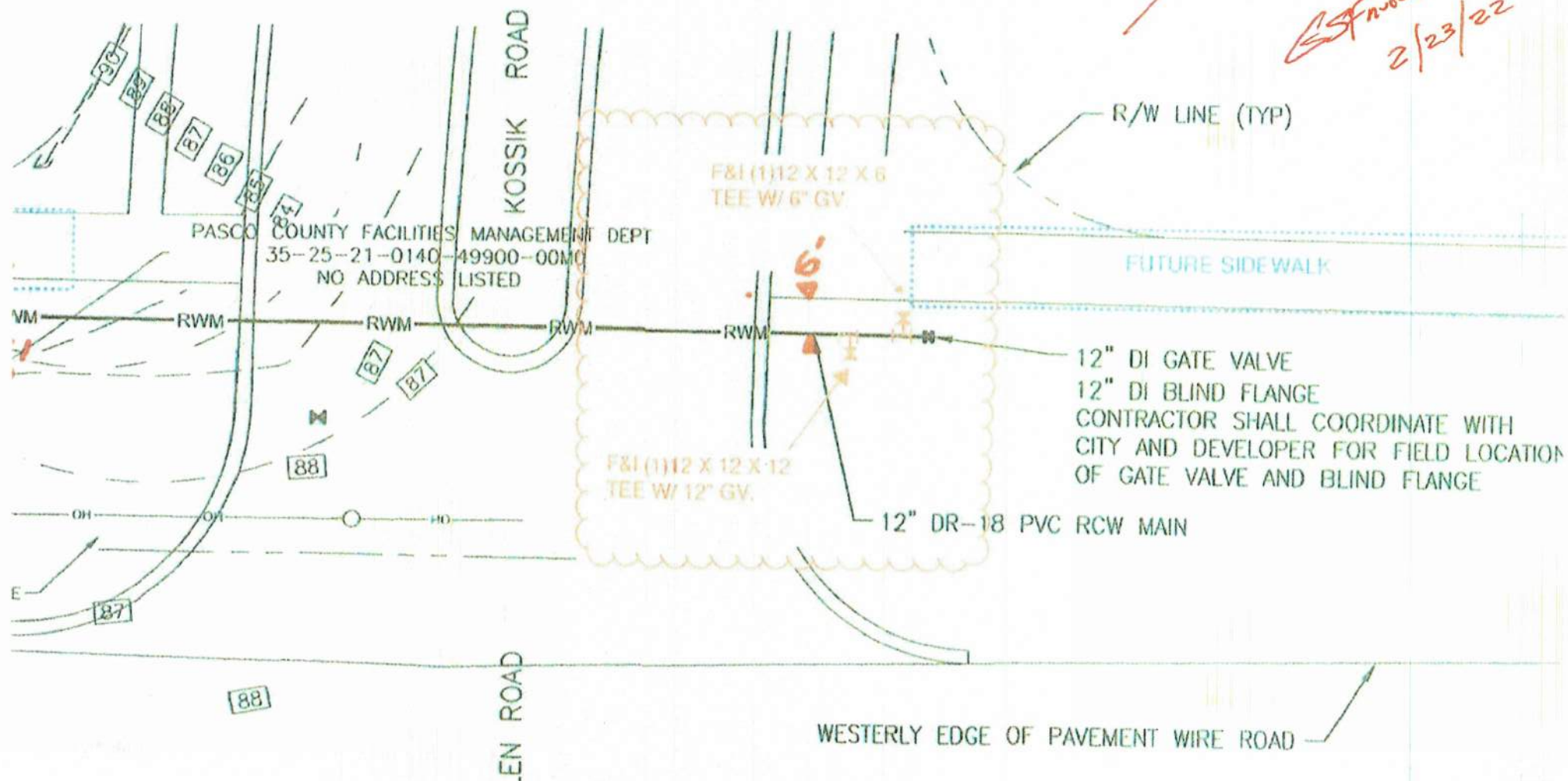
SIGNATURE: _____



REVISED
PLM 03
MARK-UP

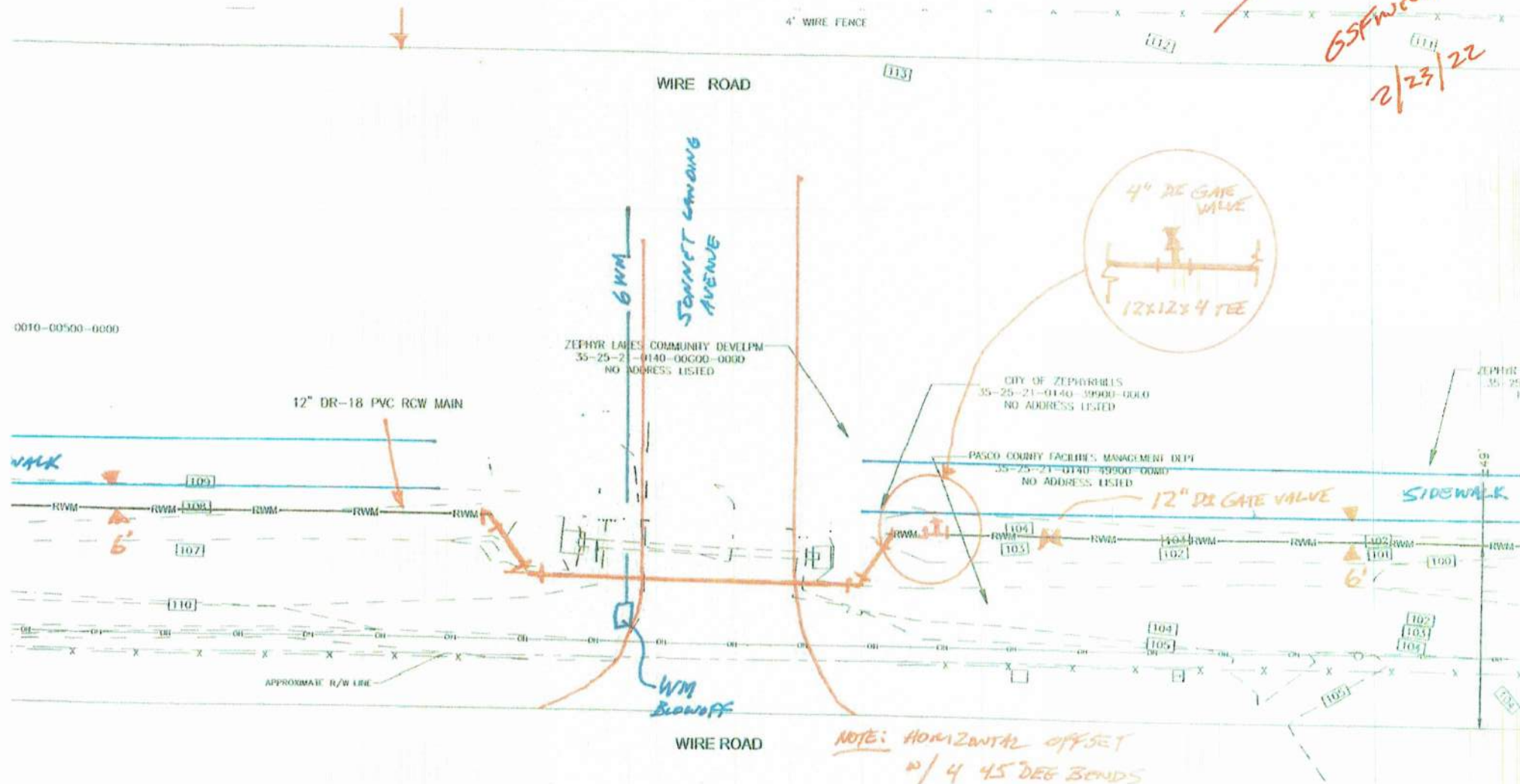
1 OF 2

ESF/AVC/PT
2/23/22 ✓



EXCEPT
(C-11)

REVISED
PCM 03
mark-up
ZOF 2
GSFWEIGHT
2/23/22



**PROPOSED CONTRACT MODIFICATION (PCM)
NO. 4**

PROPOSED CONTRACT MODIFICATION (PCM) No. 04

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 011-21-03 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-036-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: B.R.W. Contracting, Inc. PROJECT NO.: _____ PROJECT MANAGER: Ryan Parshall
 PROJECT NAME: Reclaimed Water Pipeline Extension – Phase I

TO: BRW Contracting DATE: 031322

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Markup Drawing C-1

DESCRIPTION OF MODIFICATION: Please provide itemized equitable proposal for Tie-in at East end of of project to Furnish and Install (1) 12 x12 x 12 DIP Tee with 12 inch Gate Valve with Blind Flange as shown. Work shall include Omitting (2) designed 45 deg bends and removal of found 2" Blow-Off assembly and Meter box.

REASON FOR MODIFICATION: To Accommodate Tie in and Future connection.

WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until proposal is received and approved.

Your response is requested by At Earliest Opportunity

xc:

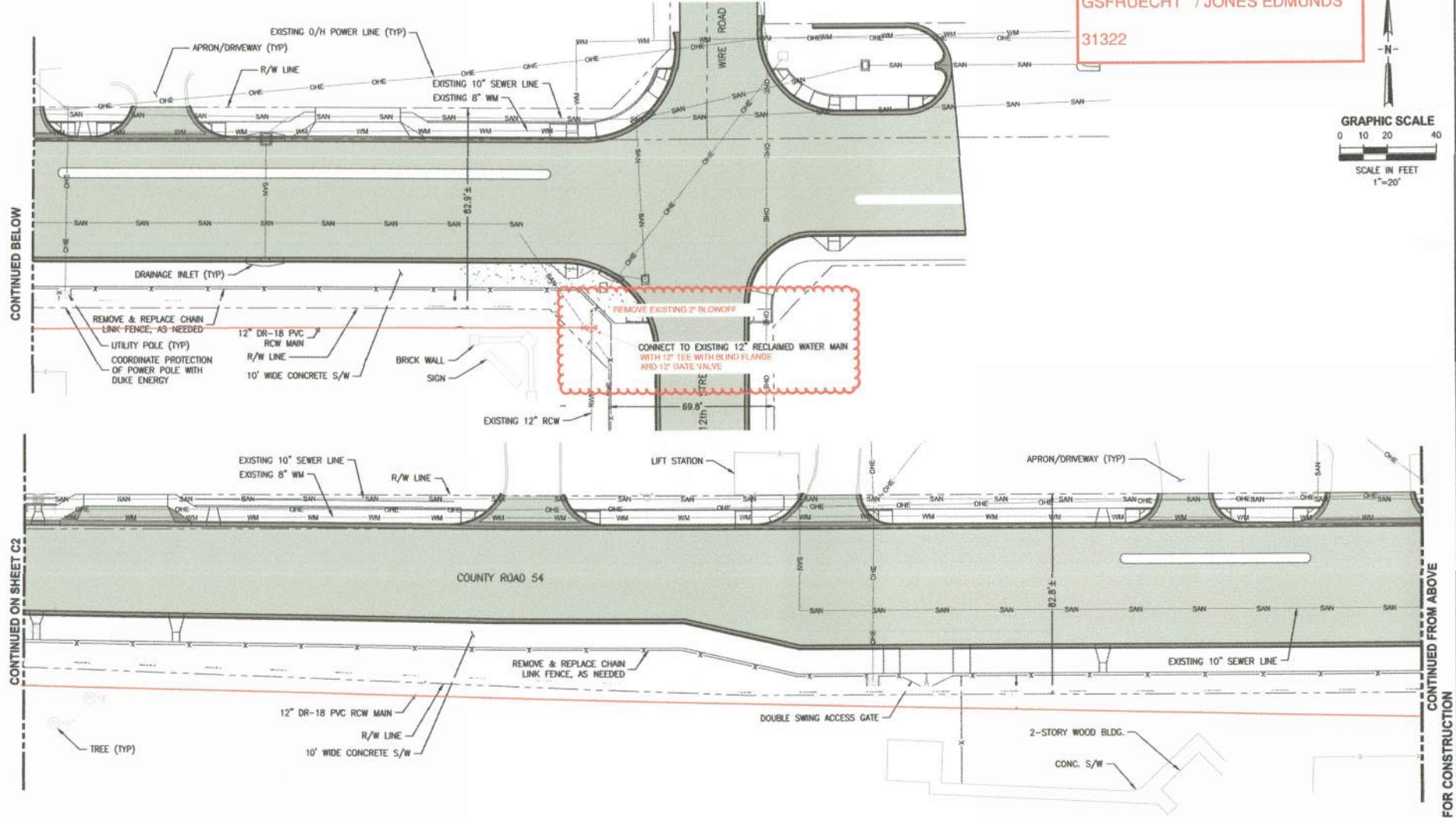
SIGNATURE: _____



SAVED: 12/28/2020 2:16 PM DSHEDDON Y:\26110-CITY OF ZEPHYRHILLS\PROJECTS\036-01-RECLAIMED WATER LINE PHASE 1 - DESIGN ONLY\CAD\DWGS\CIVIL\23106034-C01.DWG

PLOTTED: 1606 RON MEADOWS

PCM 4 REVISED TIE-IN
GSFRUECHT / JONES EDMUNDS
31322



NOTE:
SURVEY AND PROPOSED ROAD IMPROVEMENTS
SHOWN ABOVE TAKEN FROM FDOT ROADWAY PLANS
FOR COUNTY ROAD 54 IMPROVEMENTS - PHASE 2
DATED NOVEMBER 2019, PASCO COUNTY, FL WORK
ORDER X-10593.00

						DESIGNED	DSHEDDON
						DRAWN	RMEADOWS
						CHECKED	MCJARR
REV	DATE	REVISION DESCRIPTION			BY	APP'D	

JonesEdmunds
CERTIFICATE OF AUTHORIZATION #1841
730 NE WALDO ROAD, CARLEVILLE, FLORIDA 32841 / (321) 377-1621
1857 BAYVIEW ROAD SUITE 100, JACKSONVILLE, FL 32256 / (904) 744-5401

RECLAIMED WATER PIPELINE EXTENSION
PHASE 1
CITY OF ZEPHYRHILLS, FL

PLAN VIEW

APPROVED BY:	PROJECT No.	DATE:
KENNETH A. FRASER	26110-036-01	JAN 2021
P.E. #37452	INDEX No.	DWG No.
		C1

**PROPOSED CONTRACT MODIFICATION (PCM)
NO. 5**

PROPOSED CONTRACT MODIFICATION (PCM) No. 05OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 011-21-03 PROJECT MANAGER: John BosticENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-036-01 PROJECT MANAGER: Mike ClarkCONTRACTOR: B.R.W. Contracting, Inc. PROJECT NO.: _____ PROJECT MANAGER: Mike EggersPROJECT NAME: Reclaimed Water Pipeline Extension – Phase ITO: BRW Contracting DATE: 050322

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Attached Revised Drawing C-8 and C-9

DESCRIPTION OF MODIFICATION: Please provide itemized equitable proposal for revised installation with
1) Horizontal offset due North of Grand Reserve Property.
2) Revised HDD alignment as indicated per attached.

REASON FOR MODIFICATION: To Accommodate installation within Easement.

WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until proposal is received and approved.

Your response is requested by At Earliest Opportunity

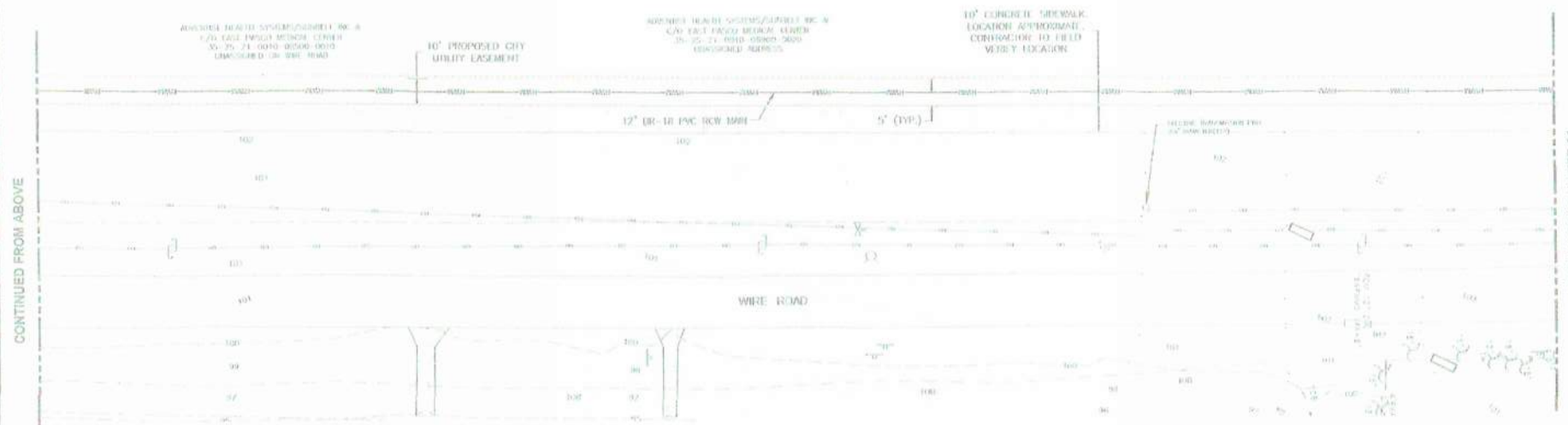
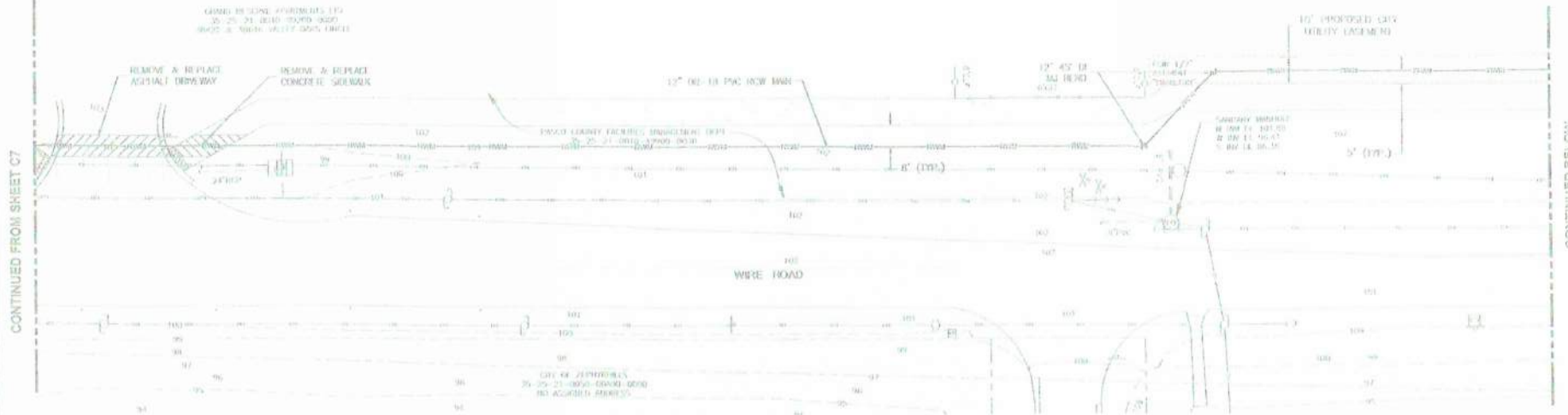
xc:

SIGNATURE: _____

SAVED: 1/6/2022 4:58 PM DB-0220A W:\5110-CITY OF ZEPHYRHILLS\PROJECTS\018-C1-RECLAIMED WATER PIPE PHASE 1 - DESIGN ONLY\DWG\DWG\01810003-028.DWG

PLotted: 1320 SOUTHERN SECTION, PE

OWNER: CITY OF ZEPHYRHILLS, FL
 25-25-21-0010-0000-0000
 25-25-21-0010-0000-0000



DESIGNED BY	DESIGNED	DATE	2/1/2022
DRAWN BY	DRAWN	DATE	2/1/2022
CHECKED BY	CHECKED	DATE	2/1/2022
APPROVED BY	APPROVED	DATE	2/1/2022

JonesEdmunds
 ENGINEERS & ARCHITECTS
 10000 BAYVIEW BLVD, SUITE 100, BAYVIEW, FL 33151
 305.444.1000

RECLAIMED WATER PIPELINE EXTENSION
 PHASE 1
 CITY OF ZEPHYRHILLS, FL

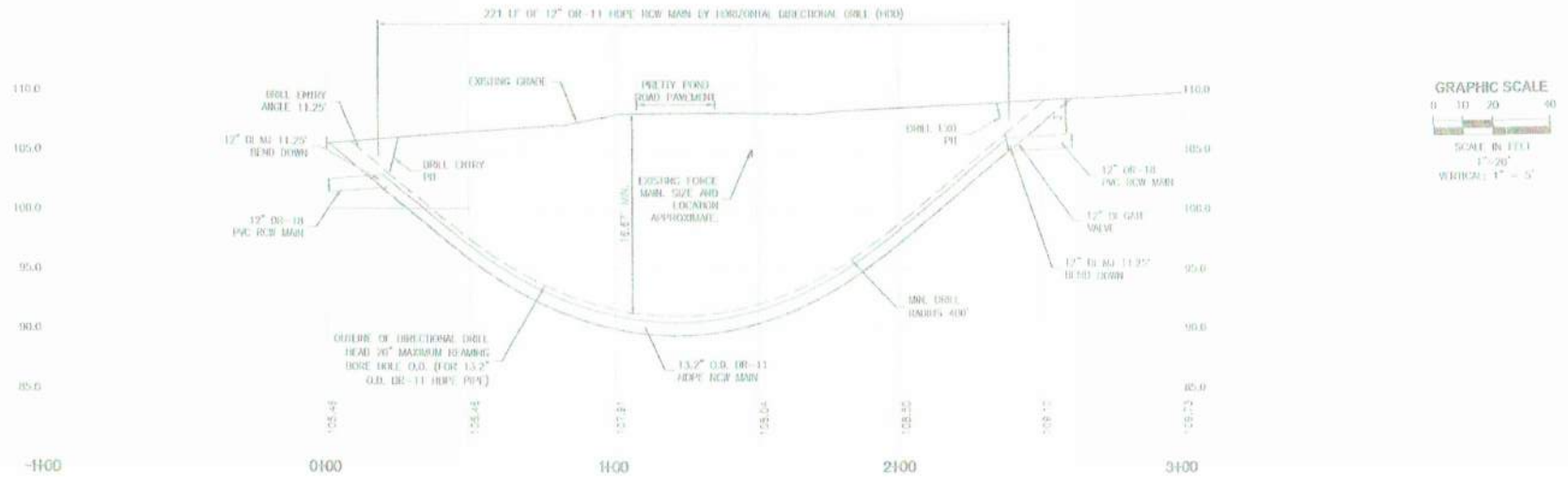
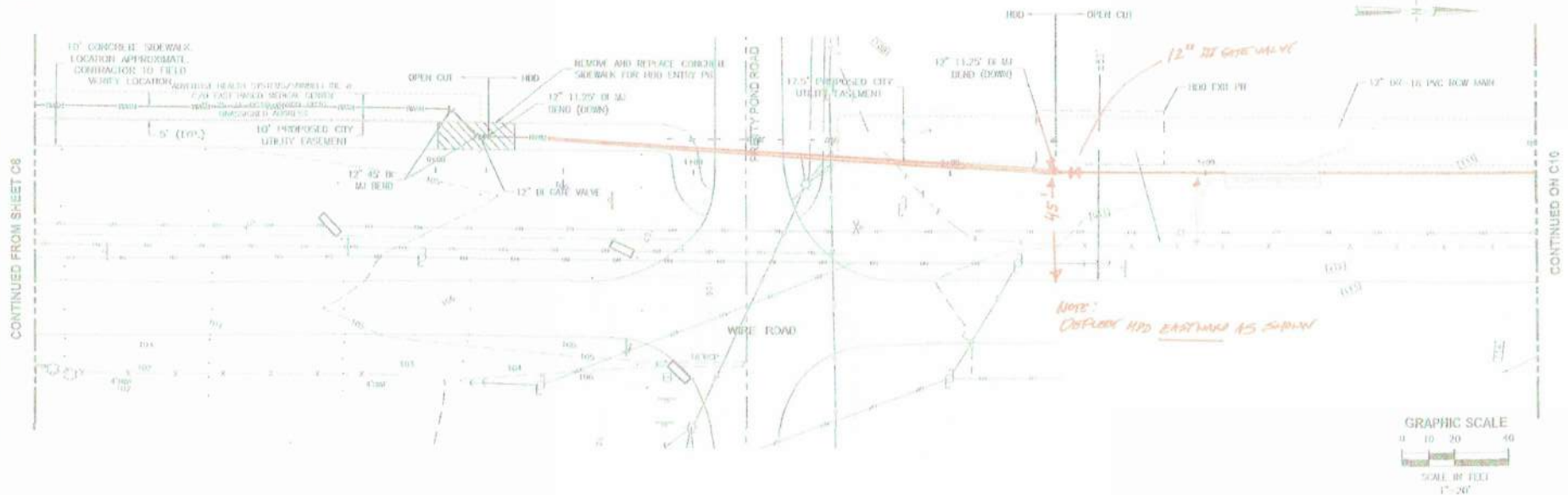
PLAN VIEW

PROJECT NO.	20110-036-01	DATE	2/1/2022
DRAWN BY	JOHN A. CHASE	DATE	2/1/2022
CHECKED BY	JOHN A. CHASE	DATE	2/1/2022

FOR CONSTRUCTION
 5/5/22

SHEET: 1/8/2023 3:27 PM C:\GEOGRAPHIC\PROJECTS\218-01-RECLAIMED WATER LINE PHASE 1 - DESIGN\DWG\2023\2180001-008.DWG

PROF. 15/29 SCOOTER SHEDON, FL



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FOR CONSTRUCTION ✓
5/3/22

CHANGE ORDER (CO) NO. 2

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 011-21-03 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-036-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: B.R.W. Contracting, Inc. PROJECT NO.: _____ PROJECT MANAGER: Jim Pietracatella
 PROJECT NAME: Reclaimed Water Pipeline Extension – Phase I
 DATE OF ISSUANCE: May 24, 2022 EFFECTIVE DATE: May 24, 2022

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 959,145.00

Increase from previously approved
Change Orders No. 1 to No. 1:

\$ 240,913.80

Contract Price prior to this Change Order:

\$ 1,200,058.80

Increase of this Change Order:

\$ 42,886.90

Contract Price incorporating this Change Order:

\$ 1,242,945.70

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☒ Working days ☐ Calendar days

Notice to Proceed: 08/17/2021

Substantial Completion (days and date): 274 days – May 17, 2022

Ready for final payment (days and date): 304 days – June 16, 2022

Increase from previously approved Change Orders
No. 1 to No. 1:

Substantial completion (days): 101 days

Ready for final payment (days): 101 days

Contract Times prior to this Change Order:

Substantial completion (days or date): 274 days – May 17, 2022

Ready for final payment (days or date): 304 days – June 16, 2022

[Increase/Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 375 days - August 26, 2022

Ready for final payment (days or date): 405 days - Sept. 25, 2022

DESCRIPTION OF CHANGE
(Attach additional sheets if required.)

PCM No. 1 – Duke Alignment

PCM No. 2 – Additional Tee & Valve Pasco RCW

PCM No. 3 – Tees & Valves for Future Subdivision

PCM No. 4 – CR54 Tie-In at East End

PCM No. 5 – Additional HDD/Offset

SUBTOTAL

DEDUCT

ADD

\$ 1,999.93

\$ 7,078.14

\$ 18,704.60

\$ 4,858.73

\$ 10,245.50

\$ 42,886.90

Gainesville | Jacksonville | Tampa | Titusville
Sarasota | West Palm Beach | Winter Haven



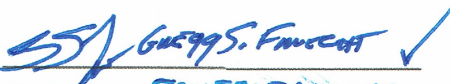
ATTACHMENTS

(List documents supporting change.)

Attachment A – Summary of PCM proposal Cost and PCM Nos. 1 through 5

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

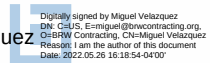
RECOMMENDED:

By:  ✓
Engineer **JONES EDMUNDS**

ACCEPTED:

By: _____
Owner (Authorized Signature)

ACCEPTED:

By:  Miguel Velazquez
Contractor (Authorized Signature)

Date: 5/24/22

Date: _____

Date: 5/26/2022

Approved by Funding Agency (if applicable):

Date: _____

CONSENT ITEMS 2.5

BerryDunn Consulting Contract 37-22-06 Modification

Issue:

Minor Modification of Previous Consulting Agreement with BerryDunn

Background:

City Council had previously approved a consulting agreement with BerryDunn to review our processes and information system requirements related to our utility billing and customer service area. Our consultants have requested four minor changes to the agreement. The staff has reviewed the changes and has no objections.

Attachment(s):

1. Summary of Changes to BerryDunn Agreement
2. BerryDunn Contract

Fiscal Impact:

No modifications -- \$100,000 one-time fee.

Staff Recommendation:

Approved modified agreement. Authorize the City Manager to sign task orders as needed.

Summary of Changes in BerryDunn Agreement

THIS BUSIENSS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT (the "Contract"), made this 13th day of June, 2022, between THE CITY OF ZEPHYRHILLS (hereinafter referred to as "CITY" or "Owner"), and Berry Dunn McNeil & Parker, LLC (hereinafter referred to as "Consultant") a Maine corporation with its principal office located at ~~100 Middle Street~~ 2211 Congress Street, Portland, Maine, 04102. (Page 1)

4. Time of Completion. Consultant shall commence Basic Services upon receipt of a purchase order issued by CITY. Consultant shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. If CITY determines that acceleration is necessary to maintain the schedule, CITY shall provide Consultant written notice of such intent to accelerate and shall work with Consultant to determine a mutually satisfactory acceleration schedule. ~~Consultant shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule.~~ If acceleration is required because of delays caused solely by Consultant, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Consultant, the CITY will not compensate Consultant for the delay caused by Consultant; however, the cost associated with that portion of any such delay not caused by Consultant shall be compensated as an Additional Service. (Page 2)

Expense Records. Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Consultant agrees to create an invoice format that is pre-approved by the CITY. Consultant agrees to provide detail supporting the invoice to CITY upon request. ~~Consultant agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Consultant, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.~~ (Page 7)

Termination, Suspension, Disputes, or Abandonment. Either patty may terminate this Contract for failure of the other party to substantially perform this Contract. CITY shall provide Consultant written notice and an opportunity to cure any deficiencies in work before this Contract is terminated. CITY shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant. (Page 7)

BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT

THIS BUSIENSS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT (the "Contract"), made this 13th day of June, 2022, between THE CITY OF ZEPHYRHILLS (hereinafter referred to as "CITY" or "Owner"), and Berry Dunn McNeil & Parker, LLC (hereinafter referred to as "Consultant") a Maine corporation with its principal office located at 2211 Congress Street, Portland, Maine, 04102.

WHEREAS, CITY desires to obtain business and IT consulting and advisory services from Consultant for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Business and IT Consulting and Advisory Service Projects") and The National Cooperative Purchasing Alliance issued RFP# 41-20 to find qualified professionals to fulfill the need for these services. Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the cost for studies shall not exceed \$100,000.00. Although the primary professional service sought by the contract is for consulting services, this Contract may cover other professional services if Consultant possesses the professional licensing and registration to legally perform these services. Further, Consultant may hire others who are properly licensed to perform professional services; and

WHEREAS, the Term of Contract will expire on December 31, 2023. The CITY may at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of one (1) two (2) year term; and

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

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

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

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Proposals.** Request for Proposals was completed by The National Cooperative Purchasing Alliance (RFP) 41-20 and the Consultant's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this Contract, second looking to the Consultants response and third looking to the RFP.
3. **Scope of Services.**
 - (a) Consultant agrees to furnish and perform professional services during phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with

generally accepted professional. The scope of services (hereinafter referred to as "Basic Services") to be performed by Consultant under this Contract, to the satisfaction of CITY, shall be identified in Exhibit A - Scope of Services. Consultant agrees to furnish and perform Basic Services as may be required in the specific scope of work and enumerated and described in Exhibit A - Scope of Services, in connection with Continuing Service Projects. Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Unit Labor Rates for Basic and Additional Services is found in Exhibit B - Unit Labor Rates. No Additional Services shall be furnished by Consultant unless specifically requested and authorized by CITY.

(b) Continuing Service Projects shall be designed in accordance with:

1. The Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved or the work is performed.
 4. **Time of Completion.** Consultant shall commence Basic Services upon receipt of a purchase order issued by CITY. Consultant shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. If CITY determines that acceleration is necessary to maintain the schedule, CITY shall provide Consultant written notice of such intent to accelerate and shall work with Consultant to determine a mutually satisfactory acceleration schedule. If acceleration is required because of delays caused solely by Consultant, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Consultant, the CITY will not compensate Consultant for the delay caused by Consultant; however, the cost associated with that portion of any such delay not caused by Consultant shall be compensated as an Additional Service.
 5. **Fees.** CITY agrees to pay to Consultant for Basic Services, as set forth in Exhibit A - Scope of Services, a fixed fee based upon an approved written proposal for the work, plus reimbursable expenses as set forth in Exhibit C- Consultant Reimbursable Expense guidelines. Based upon Exhibit B - Unit Labor Rates for a specific project, Consultant will give CITY a detailed written proposal for the work, which shall be in the format described in Exhibit C- Task Assignment, and shall identify the number of hours of work by category of workers performing the service. The categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Consultant under this Contract for said services if the actual cost of work to be designed by Consultant exceeds the proposal or budget.
- (a) Initiation of services shall be upon receipt of a purchase order basis, referencing a written proposal for services related to this Contract. .

- (b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month. City will be processing payments via ACH/EFT.
- (c) The responsibility of Consultant for performing its obligation under this Contract is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Consultant agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.
- (d) Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by Consultant in connection with the services rendered under this Contract, as identified IN Exhibit D- Consultant Reimbursable Expense Guidelines. Consultant shall provide any documentation required by CITY in connection with reimbursable expenses incurred. Such reimbursements, if any, shall be paid to Consultant in accordance with Section 6(b) of this Contract.
- (e) Consultant's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B - Unit Labor Rates. If any additional services are rendered or furnished by professional consultants engaged by Consultant, and such additional services consist of normal services for which Consultant would be entitled to an additional fee if it had furnished the services, then CITY shall reimburse Consultant for such actual reasonable amounts paid by Consultant to such consultants for such additional services, and Consultant shall not be entitled to any additional fee or compensation.
- (f) Additional services which require no work on the part of Consultant, other than administering the work of a consultant, that is, securing the services, approving the work, and invoicing on behalf of the consultant, the Consultant may request five percent (5%) markup on the consultant's fee to cover its administrative costs.
- (g) Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Consultant, any. fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
- (h) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.

6. **Ownership of Documents.** Consultant shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product").
- (a) Consultant shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Consultant, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Consultant's services, Consultant shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Consultant shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Consultant.
 - (b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant shall assign to City, all rights without limitation, including the copyright with respect to such work. The Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.
7. **Reuse/Repeated Design.**
- (a) A specific project, as designed by Consultant under this Contract, may be reused or repeated by CITY, at CITY's option or discretion at any time or times, and in connection therewith Consultant agrees to make available to CITY all plans, specifications, designs, drawings, notes, and other documents prepared by Consultant under this Contract.
 - (b) **Future Services.** Upon any reuse, it is anticipated that additional Consulting services will be required, which will include, but not be limited to, site adaptation, redesign necessitated by changes in applicable codes or laws, and services required during the construction document, bidding, and construction phases of such project. CITY agrees that it will attempt, in good faith, to negotiate with Consultant (assuming that Consultant remains in existence as the same entity which has entered into this Contract) for a contract to perform such services. There shall be no obligation on either CITY or Consultant to enter such an

agreement for future work in the event of a reuse or repeat, and CITY shall be free, in its sole discretion, to enter an agreement for such work with another party.

8. **Insurance.**

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

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

- (c) Consultant shall indemnify and hold CITY, CITY's representatives, its agents, employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including attorneys' fees) to the extent caused by any negligent act or omission of Consultant, its sub consultants, and their officers, directors, agents, or employees, any failure of Consultant to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Consultant's representations as set forth in this Contract or any other failure of Consultant to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- (d) Consultant will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Consultant within 7. days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Consultant, and (3) a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Consultant will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Consultant will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after the Continuing Service Project is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Consultant for all times subsequent to the date of this Contract.

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

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

CITY, provide certification of compliance with all registration and licensing requirements.

- (d) It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of CITY.
 - (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
 - (f) The designs, plans, drawings, specifications, or other work product of Consultant shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.
10. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum three (3) copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this Contract, at its own expense. The copies shall be furnished as they are prepared and completed by Consultant, and if CITY requires additional copies, Consultant shall promptly furnish the copies to CITY at a reasonable cost for the reproduction.
11. **Expense Records.** Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Consultant agrees to create an invoice format that is pre-approved by the CITY. Consultant agrees to provide detail supporting the invoice to CITY upon request.
12. **Termination, Suspension, Disputes, or Abandonment.** Either party may terminate this Contract for failure of the other party to substantially perform this Contract. CITY shall provide Consultant written notice and an opportunity to cure any deficiencies in work before this Contract is terminated. CITY shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant. .
- (a) If Continuing Service Projects are abandoned or suspended by CITY, CITY shall pay Consultant all fees which have become due and payable to Consultant for that portion of the work of Consultant completed prior to such abandonment or suspension, and CITY shall have no further obligation to Consultant for payment to Consultant of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Consultant, at the option of CITY, shall

complete the services of Consultant under this Contract upon resumption by CITY of Continuing Service Projects, and Consultant shall in that event be entitled to . payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this . Contract. In no event will any fee or part thereof become due or payable to Consultant under this Contract unless and until Consultant has attained and completed that stage of work where the same would be due and payable. If Continuing Service Projects are resumed by CITY within 365 days after it was abandoned or suspended, the fees and compensation payable by CITY to Consultant for the work of Consultant hereunder subsequent to such resumption shall be the amounts provided in Exhibit B- Unit Labor Rates, not previously paid by CITY to Consultant. If Continuing Services Projects are resumed by CITY subsequent to 365 days after its abandonment or suspension, the unpaid balance of the fees and compensation payable by CITY to Consultant pursuant to the provisions of Exhibit B- Unit Labor Rates shall be adjusted upward or downward in direct ratio to any increase or decrease in the cost of living in the United States of America, between the date of such abandonment or suspension of Continuing Service Projects and the date of such resumption thereof, as reflected by the Consumer Price Index for all items prepared and kept by the U.S. Department of Labor.

- (b) In the event of any such suspension or termination without cause, CITY shall pay to Consultant only that portion of the fee and compensation hereunder for the Basic Services of Consultant which has become due and payable to Consultant under the provisions of this Contract, and the remainder of Consultant's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by CONSULTANT as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Consultant to the contrary, Consultant shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Consultant shall perform its remaining services in accordance with the terms of this Contract and Consultant shall be entitled to time extension equal to the period of suspension.
13. **Assignability.** This Contract is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Consultant, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.
14. **Errors and/or Omissions.** Consultant shall be obligated and responsible to CITY for, and Consultant shall promptly and forthwith pay to CITY upon the demand of CITY, reasonable damages and additional costs and/or expenses in connection with the delay of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) any and all negligent errors and/or omissions made by Consultant in the preparation of any plans, specifications, drawings and/or other

documents pursuant to this Contract and the project's Scope of Services for Consultant, and (2) any and all negligent acts or omissions on the part of Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services for Consultant. It is the intent of the parties hereto that Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Consultant under this Agreement. CITY will hold Consultant harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

15. **Subconsultants/Separate Consultants.**

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

16. **Governing Law.** This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Consultant arising out of or in connection with this

Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

17. **Consultant's Competitive Negotiation Act.**

- (a) If the total fee paid to Consultant exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR, the following provisions of the Consultant's Competitive Negotiation Act, Section 287.055(5)(a), Florida Statutes, shall apply:
 - 1. Consultant shall execute and furnish to CITY a "Truth-in-Negotiation Certificate" (Exhibit C, Attachment 5) stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing each Task Assignment.
 - 2. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.
- 20. **Entire Agreement.** This Contract represents the entire and integrated agreement between CITY and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both CITY and Consultant.
- 21. **Evaluation.** Consultant will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Consultant's past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to Consultant upon request.
- 22. **Exhibits.** The Exhibits, A-D, are incorporated herein by reference and shall be binding on the Consultant. In the event of any inconsistency between the Exhibits, the provisions of this Contract shall govern and control. Similarly, the Continuing Service Project's Manual is incorporated herein by reference, and in the event of any inconsistency in the Continuing Service Project's Manual and the terms of this Contract, this Contract shall control.

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

OWNER

CONSULTANT

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Jodi Wilkeson, Council President

By: _____

Date Approved: June 13, 2022

Date: _____

ATTEST:

By: _____
Lori L. Hillman, City Clerk

ATTEST:

By: _____

Print Name: _____

Title: _____

perspective
GAINED

A PROPOSAL FOR

**BUSINESS AND IT CONSULTING AND
ADVISORY SERVICES**

TO BENEFIT

**The National Cooperative
Purchasing Alliance (NCPA)**

BerryDunn

100 Middle Street
Portland, ME 04101
207-541-2200

Nicole Becnel, Principal

nbecnel@berrydunn.com

Proposal Submitted On:

November 19, 2020, before 2:00 p.m.
in response to RFP #41-20



November 19, 2020

NCPA/Region 14 ESC

P.O. Box 701273

Houston, TX 77270

To Whom It May Concern:

Berry Dunn McNeil & Parker, LLC (BerryDunn) is pleased to submit this proposal to The National Cooperative Purchasing Alliance (NCPA) in response to Request for Proposals (RFP) #41-20 for Business and IT Consulting and Advisory Services.

BerryDunn is a management and information technology (IT) consulting and certified public accounting firm serving agencies nationally. Our consulting team is dedicated to serving state, local, and quasi-governmental agencies, and higher education entities in all 50 states and Canada.

The following points highlight the strengths our team brings to NCPA members:

- ***We have prior experience working for many government agencies and entities in the State of Texas (the State).*** We have had the privilege of getting to know the State through our past work conducting various projects for 24 different agencies. This experience equips us with lessons learned and an in-depth understanding of the State's governmental structure and reporting requirements, helping to ensure we can conduct projects efficiently and effectively. Additionally, we have several consultants who reside in or have served government agencies and entities in the State, providing us a local and comprehensive perspective, which we will bring to our work with NCPA members.
- ***NCPA members will find our team's robust public-sector experience invaluable in helping you meet your goals and objectives.*** BerryDunn's consultants stand out through our hands-on experience—we understand agencies' perspectives because we have been in their positions. ***75% of the consultants in our Government Consulting Practice Area are former government employees.*** This unique and insightful background provides us with an appreciation for the environment in which you work and an understanding of what is needed to have operations running at an optimal level. Additionally, our team is comprised of highly experienced project managers, consultants, and subject matter experts (SMEs) who utilize smart practices, draw upon their experiences working with public-sector agencies, and bring their extensive knowledge base to projects.
- ***Our independence from the vendor community allows us to provide unbiased advisory services.*** Our top priority is to help NCPA members find solutions that will provide the most benefit in their future environments. Therefore, it is of the utmost importance that we remain independent from the vendor community so that we can objectively look at the NCPA members' needs and help guide them in selecting the most efficient and effective solutions. We maintain a program called BerryDunn Bridge, which allows us to actively conduct outreach to the vendor community to stay abreast of

current technological trends and share our knowledge gained through assessing agencies' needs.

- ***NCPA members and their stakeholders will find our integrated project management and change management methodologies provide opportunities to offer input, build support, and promote buy-in for their projects.*** We know the important role that organizational change management (OCM) plays in consulting projects. Therefore, we integrate a disciplined change management approach to our work—using Prosci®'s change management methodology as a foundation. This integration will help ensure NCPA members' stakeholders have opportunities to provide input, build support, and promote buy-in for all decisions.

As a principal and the leader of BerryDunn's Medicaid Consulting Practice Area, I am authorized to commit BerryDunn to the services proposed herein. We have read the RFP and addenda, understand them, and agree to the terms and conditions therein. We also agree to comply with the federal regulations in the forms contained in the solicitation document. Should you have any questions, my contact information is as follows:

Nicole Becnel, Principal

300 Capitol Street

Suite 1610

Charleston, WV 25301

681.313.8905 | nbecnel@berrydunn.com

After over 30 years of helping clients, we still appreciate every opportunity. We look forward to working with NCPA members.

Sincerely,



Nicole Y. Becnel
Principal

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Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor agrees, to the fullest extent permitted by law, to protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions of the vendor, vendor employees or vendor subcontractors in the performance of professional services under this contract, to the extent that the awarded vendor is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the awarded vendor and Region 14 ESC. The awarded vendor shall not be obligated to indemnify Region 14 ESC for Region 14 ESC's own negligence.

- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.
- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer

period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 - \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Tab 1 – Master Agreement General Terms and Conditions

Requested Exceptions to Terms

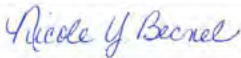
BerryDunn would like to request the below redlined exception to the Master Agreement. Our firm carries a 10 million dollar professional liability policy—however, the policy itself contains language within it that states that it will not apply to a project when we take on additional liabilities (such as an agreement to indemnify) under contract. In order to avoid this issue, we would like to request to modify the Indemnity clause as follows:

The awarded vendor **agrees, to the fullest extent permitted by law, shall to** protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the **negligent** actions of the vendor, vendor employees or vendor subcontractors **in the performance of professional services under this contract, to the extent that the awarded vendor is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between the awarded vendor and Region 14 ESC.**~~in the preparation of the solicitation and the later execution of the contract.~~ **The awarded vendor shall not be obligated to indemnify Region 14 ESC for Region 14 ESC's own negligence.**

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>Berry Dunn McNeil & Parker, LLC D/B/A BerryDunn</u>
Address	<u>100 Middle Street</u>
City/State/Zip	<u>Portland, ME 04101</u>
Telephone No.	<u>681-313-8905</u>
Fax No.	<u>207-774-2375</u>
Email address	<u>nbecnel@berrydunn.com</u>
Printed name	<u>Nicole Becnel</u>
Position with company	<u>Principal</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Berry Dunn McNeil & Parker, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 11-55, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Business and IT Consulting and Advisory Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: December 8, 2020

Vendor:

BerryDunn
Name: Nicole Becnel
Title: Principal
Address: 100 Middle Street
Portland, ME 04101
Signature:  2020.12.29 18:00:21 -05'00'
Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☒ American Samoa

☒ Northern Marina Islands

☐ Federated States of Micronesia

☒ Puerto Rico

☒ Guam

☒ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of **Portland**,
State of **ME**

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐

A publically held corporation; therefore, this reporting requirement is not applicable.

☒

Is not owned or operated by anyone who has been convicted of a felony.

☐

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐

Manufacturer Direct

☐

Certified education/government reseller

☐

Authorized Distributor

☐

Manufacturer marketing through reseller

☐

Value-added reseller

☒

Other: Consulting Services Provider

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Kate Lawrence

Title: Lead Corporate Council

Company: Berry Dunn McNeil & Parker, LLC

Address: 100 Middle Street

City: Portland

State: ME

Zip: 04101

Phone: 207-541-2200

Email: contracts@berrydunn.com

▪ Purchase Orders

Contact Person: Kevin Scheirer

Title: Senior Business Development Specialist

Company: Berry Dunn McNeil & Parker, LLC

Address: 100 Middle Street

City: Portland

State: ME

Zip: 04101

Phone: 207-541-2200

Email: pqcv@berrydunn.com

▪ Sales and Marketing

Contact Person: Nicole Becnel

Title: Principal

Company: Berry Dunn McNeil & Parker, LLC

Address: 100 Middle Street

City: Portland

State: ME

Zip: 04101

Phone: 207-541-2200

Email: pqcv@berrydunn.com

♦ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes

☒ No

- Pricing submitted includes the required NCPA administrative fee.

The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes

☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes

☐ No

Not applicable to services. We are a service based firm that does not sell, develop, or provide staff augmentation services for vendors. We do not have any preferred vendors and NCPA will not find our name listed as partners, affiliates, or sponsors of any software.

Tab 4 – Vendor Profile

Official Registered Name

Berry Dunn McNeil & Parker, LLC (doing business as BerryDunn) is a national IT consulting, management consulting, and certified public accounting firm.

Other names under which our organization has been organized and conducted business include:

- Berry, Dunn & McNeil Chartered – from 1974 to 1982
- Berry, Dunn, McNeil & Parker Chartered – from 1982 to 1999

Firm History

BerryDunn was formed in 1974 and has experienced sustained growth throughout our 46-year history. Our firm provides a full range of professional services, including IT and management consulting; tax, audit, and accounting services; and wealth management services. BerryDunn employs more than 500 staff members (including 200 in our Government Consulting Group), and has a long and successful history of working with state and local agencies across the country to support IT and management initiatives. Our team members bring valuable perspective from their experiences providing project management, business and technical analysis, and procurement consulting services for a range of projects.

Dun & Bradstreet Number

BerryDunn's DUNS number is 07-173-5229.

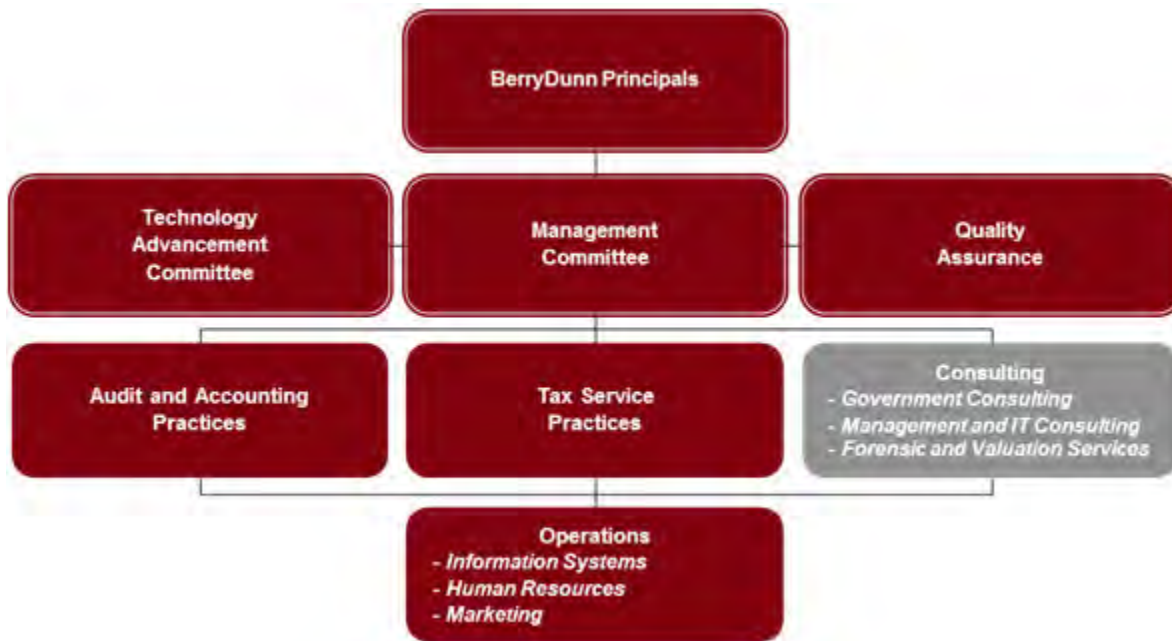
Organizational Chart

BerryDunn has an operational structure that allows our consultants to focus on agency commitments. For example:

- We maintain an operations team comprised of human resources (HR), payroll/finance, office management, IT, legal, compliance, and administrative personnel, supporting the operational needs for all of BerryDunn's offices and personnel.
- All of our consultants are equipped with the necessary technology to conduct their work, regardless of their work location.
- We have established procedures for employee hiring, onboarding, training, and promoting individual development and growth within the organization.
- We regularly evaluate resource needs within our consulting groups based on existing, planned, and anticipated agency commitments to help ensure the availability of qualified personnel for successful project performance.

Our firm's organization is represented in Figure 1 below.

Figure 1: BerryDunn Firm Organizational Chart



Office Locations

BerryDunn is headquartered in Portland, Maine, with additional offices in:

- Phoenix, Arizona
- Glastonbury, Connecticut
- Bangor, Maine
- Waltham, Massachusetts
- Manchester, New Hampshire
- Charleston, West Virginia

We also have consultants who live and work in 28 other states in addition to our office locations.

Our key contact for all locations is listed below.

Kevin Scheirer
Senior Business Development Specialist
100 Middle Street
Portland, Maine 04101
207.541.2200
pqcv@berrydunn.com

Standard terms of payment

BerryDunn's standard payment terms are 30 days net.

Competitors

BerryDunn competes in the management and IT consulting space along with many other firms, such as North Highland, Public Consulting Group, Plant Moran, and Grant Thornton.

What Makes BerryDunn Different?

We help agencies create, grow, and protect value. This is our mission, and we believe that this focus on agency value differentiates us from our competitors and will make us the best choice to serve agencies.

Another key differentiator that BerryDunn brings to our agency work is our independence from the vendor community. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. We do not have any preferred vendors and NCPA will not find our name listed as partners, affiliates, or sponsors of any software. Collectively, this allows our firm and consultants to provide truly independent advisory and implementation services. NCPA can be assured that BerryDunn's team will only work in the agency's best interests at all times.

Contract Marketing

BerryDunn's project team members are dedicated to specific markets within state and municipal governments and other state organizations, including health and human services (HHS), justice and public safety, higher education, finance and administration, insurance, transportation, and liquor. We maintain a presence online through industry group discussions on LinkedIn and other online forums. Additionally, many BerryDunn staff members play a leadership role in industry associations. As thought leaders in management and IT consulting for these markets, we are often asked to speak at industry conferences and participate on expert panels. This direct exposure to agencies helps us to market and sell services to eligible agencies and gives us credibility.

We have a dedicated marketing department that routinely updates our website and works with our team to publish pertinent information such as articles, news, and white papers to existing and potential customers. We will work with our marketing department to conduct outreach campaigns to promote our NCPA contract to potential clients, educate them on the services available to them through this contract and the benefits our services will provide them in conducting their projects.

Introducing NCPA to BerryDunn Teams

We have staff dedicated to managing our cooperative and statewide contracts. These contract managers provide regular updates to BerryDunn consulting teams with new contract information and maintain these contracts' internal lists. Our contract managers also maintain information on our website and assist with outreach to agencies by providing cooperative contract details to streamline the procurement of our services.

Our Firm's Capabilities

Over the past 30 years, BerryDunn has provided consulting services to agencies across the country from the Bay Area Air Quality Management District in California to the Vermont Agency of Human Services. BerryDunn is not a boutique firm focused on a particular service area and can provide NCPA and your member agencies with informed, expert, and meaningful consulting support across a range of key areas from strategic planning to HIPAA compliance. As shown in our response to Tab 5 below, we have the capabilities and experience to support every service category detailed in the NCPA RFP. On BerryDunn's website (<https://www.berrydunn.com/services>) we provide high-level descriptions of all the services we offer, and we list the primary contact information for each service area. In addition, in our Tab 5 response in this proposal, we have highlighted additional value-add service areas that we can provide to member NCPA agencies such as Medicaid Information Technology Architecture (MITA) State Self-Assessments (SS-A) services and independent verification and validation (IV&V) support. Should a NCPA member agency need additional or different services than what we have detailed in Tab 5, through BerryDunn's work with more than 300 state, local, and quasi-governmental agencies across the country, we bring extensive experience in collaborating with agencies to develop new or customized consulting services based on their needs and/or project goals.

Below, in Table 2, we have provided examples of projects that further demonstrate BerryDunn's depth of capabilities and experience.

Table 2: BerryDunn Experience Across Multiple Service Categories

State	Agency	Project	Project Date
Alabama	Mobile County Health Department	EHR System Selection	11/2015 to 01/2017
California	Bay Area Air Quality Management District	IT Security Assessment	05/2019 to present
California	Sacramento Municipal Utility District	Information Security Audit	07/2016 to 12/2017

State	Agency	Project	Project Date
Colorado	Department of Human Services (DHS)	Child Care Automated Tracking System (CHATS) Needs Assessment and Procurement Assistance	06/2014 to 10/2014 and 06/2015 to 08/2015
Hawaii	Department of Human Services, Med-QUEST Division (MQD)	Organizational and Business Process Redesign	07/2017 to present
Massachusetts	Health Insurance Exchange/Integrated Eligibility System (HIX/IES) Entities	IV&V and Quality Assurance/Quality Control (QA/QC) for HIX/IES Implementation	10/2012 to 09/2019
Missouri	Department of Social Services (DSS)	Planning and Procurement Support Services for DSS' Electronic Visit Verification (EVV) Aggregator Solution Project	04/2019 to 09/2019
Nebraska	Department of Motor Vehicles	Consulting Services to Assist in the Modernization of a Vehicle and Title Registration System	11/2015 to 04/2017
New Hampshire	Department of Health and Human Services	MMIS and FA Services Assessment and Strategy Project	03/2018 to 09/2018
New Jersey	Division of Medical Assistance and Health Services	MMIS Implementation and Certification Leverage and Reuse Project	01/2017 to 01/2018
New Mexico	Human Services Division	HHS 2020 Project Support	08/2016 to 01/2019
Ohio	Ohio Department of Medicaid (ODM)	Ohio Medicaid Enterprise System (OMES) IV&V Services	12/2016 to present
Puerto Rico	Puerto Rico Department of Medicaid	Phase One and Phase Two MMIS Support	10/2019 to present
Vermont	Agency of Human Services	Data Governance Initiative	08/2017 to 07/2018
Washington	Washington Health Benefit Exchange (WAHBE)	O&M System Integrator (SI) Re-Procurement Planning	05/2018 to 05/2019

State	Agency	Project	Project Date
West Virginia	Department of Health and Human Resources (DHHR)	Enterprise Project Management Office E-PMO	11/2018 to present
West Virginia	DHHR	EVV Solution Implementation Project	06/2018 to present
West Virginia	West Virginia Children's Health Insurance Program	MMIS Stabilization Phase Performance Monitoring Project	05/2017 to 05/2018
West Virginia	West Virginia Children's Health Insurance Program	Date Warehouse/Decision Support System (DW/DSS) Historical Data Testing and Implementation Project	08/2018 to 04/2019
West Virginia	West Virginia Children's Health Insurance Program	DW/DSS Migration Project	01/2017 to 05/2018
West Virginia	DHHR	Eligibility and Enrollment Implementation Assistance	10/2017 to present
West Virginia	DHHR	Recipient Automated Data Information System (RAPIDS) (Eligibility System) Transition Facilitation Project	02/2015 to 05/2015

Customer Service

BerryDunn has offices in three time zones with contact information on our website for each office (<https://www.berrydunn.com/locations>). Our offices are staffed 8 a.m. to 5 p.m. local time. Our principals and engagement managers always provide direct contact information to our agencies and are available outside of office hours to answer questions and provide assistance.

Green Initiatives

At BerryDunn, we recognize the increasing global concern over climate change and rising greenhouse gases and our responsibility to do our part to mitigate firm greenhouse gas emissions. To that end, we have embarked upon a number of specific energy-saving measures, including:

- **Saving Paper:** Setting copiers to print double-sided as a default setting saves reams of paper and several thousand dollars each year. In addition, we offer the option for printed or online materials for many of our training sessions and meetings to reduce unnecessary printing and paper usage.
- **Saving Plastic:** Shifting from plastic to metal silverware has avoided dumping over 60,000 pieces of plastic in New England landfills in just a few years.

- **Saving Energy:** As part of recent office renovations in our Portland, Maine, office, we installed motion-activated lighting, as well as energy-efficient light bulbs. In addition, we now use a combined printer/copier/fax/scanner, which saves on energy usage and toner.
- **Single-Stream Recycling:** Working creatively with our suppliers, we implemented single-stream recycling, which takes various plastics, metals, paperboard, and paper.
- **Shredding Responsibly:** We utilize a shredding company for confidential documents that recycles the shredded remnants.
- **TerraCycle Brigades:** TerraCycle is an organization that converts typical waste into marketable products, and for each item of waste a brigade contributes, TerraCycle donates to a charity of our choice.
- **Leading the way:** In our Manchester office, BerryDunn successfully lobbied for a building-wide recycling program. The new recycling service will be carried out by the building's cleaning provider, distributing educational materials to all floors to promote tenant-wide participation.
- **Sharing our expertise:** Members of our staff conducted a workshop for the Greater Manchester Chamber of Commerce and shared strategies for how companies can implement green business practices. We educate agencies on the tax implications and benefits of major investments in alternative energy through our tax consulting services.

We Help Others Go Green

BerryDunn is made up of people who care about our communities and our environment. We are deeply involved as leaders and innovators in the local community, protecting the natural environment, and taking a forward-thinking role in driving related initiatives. We work with organizations to understand the financial impact of bringing sustainable practices online, from simple efforts like reducing paper consumption to the tax implications of major investments in alternative energy.

Vendor Certifications (if applicable)

BerryDunn is a licensed Certified Public Accountant (CPA) firm in 26 states and is licensed to do business in all 50 states.

Tab 5 – Products and Services

Due to our extensive experience providing consulting services to agencies across the country for more than 30 years, BerryDunn is responding to all of the service categories listed in the RFP. We have also provided descriptions of additional value add categories that we believe could benefit the NCPA's member firms in the future—reference Tab 8 for a description of those services. Table 3 below identifies the categories to which we have responded and also identifies those categories which are value add.

Table 3: BerryDunn Service Categories

Products and Services	BerryDunn Response To Requested Services	Value Add Categories
Consultation Services	✓	
Strategic Planning	✓	
Technology Strategy and Consulting	✓	
Business Advisory & Support	✓	
Research and Analysis	✓	
*Project/Program/Portfolio Management	✓	✓
Implementation Oversight	✓	
Procurement	✓	
IT Assessments	✓	
Program and System Assessments	✓	
Risk Analysis and Management	✓	
Organizational Change Management	✓	
Business Process Improvement	✓	
Business Process Reengineering	✓	
Tax Consulting and Compliance	✓	
Financial Statement Audits	✓	
Software Asset Management	✓	
Software Portfolio Management	✓	
Internal Controls Review	✓	
Succession and Transition Planning	✓	
Service Digitization Assessment and Consulting Services	✓	
Data Analytics Consulting Services	✓	

Products and Services	BerryDunn Response To Requested Services	Value Add Categories
Data Strategy and Transformation	✓	
Customer/Citizen Experience Design	✓	
Organizational Design	✓	
Leadership Development & Coaching Services	✓	
Resource Capacity Modeling and Planning	✓	
Customized Training	✓	
Advance Planning Documents (APDs)		✓
MITA SS-As		✓
IV&V		✓
CMS Certification		✓
QA and Testing Support Services		✓
Medicaid Learning Center (MLC)		✓
HIPAA Compliance Consulting		✓
Actuarial Services		✓
Healthcare Policy and Economics		✓
Cybersecurity		✓

** Note: We combined the categories of Program Management Services and Project Management Oversight with the value-add category of Portfolio Management.*

Consultation Services

Overview

BerryDunn's Government Consulting Group has provided consultation services to healthcare organizations, higher education entities, government and quasi-governmental agencies, banks and other financial organizations, and not-for-profit organizations for more than 30 years. During this time, our consultants have helped agencies solve some of their biggest challenges, including modernizing, enhancing, and transforming programs, processes, and systems. Every U.S. state has engaged BerryDunn experts to help them make better-informed decisions and implement changes while minimizing negative impacts on staff and budgets. Through our extensive experience providing consulting services, we have developed a deep understanding of the environments agencies operate in, the challenges they face, and how state and federal requirements impact their organizations—allowing us to provide unparalleled expertise and unique insights.

BerryDunn and our Government Consulting Group do not sell or develop hardware or software, nor do we partner with systems contractors or systems integrators (SIs). As a result of this independence, during every consultation services project, our project teams provide objective, unbiased, and independent assessments and recommendations that are in the best interest of agencies.

Approach

In every engagement for which BerryDunn provides consultation services, our project teams develop a customized project approach that helps agencies be successful and promotes project objectives. At a high level, our approach to providing consultation services includes the four key steps detailed below, and then additional steps might be added based on the needs of agencies, project type, the involvement of federal partners like the CMS, and other regulatory requirements that need to be adhered to during a project's lifecycle. The phases of a consultation services project include the following steps:

- 1. Initiation: Establishing Project Structure** – BerryDunn's team creates the initial planning deliverables required by the project. These deliverables might include a project work plan that specifies the tasks and subtasks that will be performed over the course of the project (and when they will be performed) and a project management plan that defines how the project will be carried out and includes the scope, goals, budget, deliverables, high-level timeline, and several subsidiary management plans, such as communications management plan, risk management plan, issue management plan, scope management plan, schedule management plan, etc.
- 2. Planning: An Ongoing Process** – BerryDunn's team will conduct initial planning with the agency, and maintain and update planning documents throughout the engagement.
- 3. Execution and Control: Execute the Plan, Monitor and Measure, Report Outcomes**
The BerryDunn project team will apply knowledge, skills, tools, and techniques to direct project activities, leverage resources, facilitate communication, monitor and report at the project level, and monitor team function to achieve the expectations established in the

contract and further refined in collaboration with the agency through initial and ongoing project planning.

4. **Project Close: Are We There Yet?** Project closeout activities and deliverables will validate that the agency's expectations have been met and tasks have been completed as agreed upon. Capturing lessons learned will help the agency improve its approach and processes when it undertakes similar projects in the future. Knowledge transfer activities will be designed to help ensure a smooth transition of our work to the agency.

Our project teams embrace innovative and creative ideas throughout our consulting engagements to achieve the best possible results. We also support project success by facilitating a collaborative and cooperative project environment with all project stakeholders, including federal partners, to assist in helping to ensure the project is meeting the needs of the agency. This is a strength of BerryDunn's—while maintaining our independence, we also strive to work side-by-side with stakeholders and build their trust to achieve a common goal. BerryDunn and our project teams tailor our engagements to meet each agency's needs, providing the right services at the right time to help ensure project goals are realized.

Strategic Planning

Overview

Strategic planning is a disciplined effort that produces fundamental decisions and actions that shape and guide what an organization is, whom it serves, what it does, and why it does it, with a focus on the future. Effective strategic planning articulates where an organization is going and the actions needed to make progress, and how it will know if it is successful.

We focus on **whom** an organization serves, **what** an organization does, and **why**. The strategic plan communicates the organization's goals, actions needed to achieve those goals, and other critical elements developed during planning.

We guide agencies through three phases: initial project planning and fact-finding; industry benchmark research and gap analysis; and strategic plan development.

Approach

Initial Project Planning: Strategic planning starts with initial planning, including clarifying goals and objectives, identifying known project constraints, establishing dates for on-site fact-finding, confirming the list of people to interview, and creating an overall schedule for the project. We will discuss our approach for managing communications between BerryDunn and the agency, and request contact information for key stakeholders involved in the project. This phase also includes reviewing background documentation to gain a greater understanding of the agency's current environment.

Industry Benchmark Research and Gap Analysis: This phase consists of the following tasks:

- Conduct fact-finding meetings and interviews
- Develop a preliminary list of strategic goals
- Confirm and prioritize a preliminary list of strategic goals
- Conduct follow-up meetings related to mission, vision, and goals
- Identify and document current and planned projects
- Develop and distribute project initiatives planning templates
- Conduct an industry benchmark analysis to determine best practices
- Conduct a gap analysis to determine areas for future improvement
- Develop a preliminary list of projects and initiatives
- Prioritize a list of projects and initiatives
- Conduct a feasibility study

Development of the Strategic Plan (Plan): Using the information developed, we will create a draft Plan for the agency. The Plan will describe the agency's strategic objectives and its current environment and needs, and present the desired future environment and planned projects to help achieve that vision. The Plan includes a recommended timeline for implementing each

project, considering what is achievable in a given year, the costs and benefits, resource requirements, and immediate and long-term impacts on the agency. Projects will be grouped into categories and an overall roadmap of all projects will be described.

We will provide the Plan to the agency team to review, ask questions, clarify information, and discuss any proposed modifications to help ensure that the Plan best meets the agency's needs. Following this meeting, we will update and finalize the Plan based on agency feedback and conclude the project with a presentation to the agency.

Technology Strategy and Consulting

Overview

BerryDunn has spent more than three decades assessing the key areas that government organizations consider during the development of an IT strategy, helping to ensure that business goals drive technology. We will work collaboratively with agency staff, administration, IT department, and other key stakeholders to set strategic direction, identify objectives, and sequence projects to respond to urgent needs or over a multiple-year planning horizon.

Approach

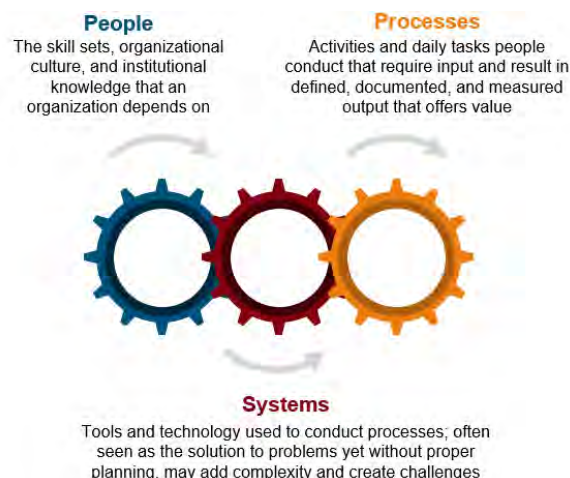
Our team regularly evaluates organizational and functional standards as part of our technology planning projects and provides recommendations to increase efficiencies, lower costs, strengthen compliance, standardize practices, and minimize potential risks. Our approach and recommendations are aligned with best practices as set forth by industry organizations considering the unique environment of state and municipal government operations.

BerryDunn offers an efficient and proven technology planning methodology designed to guide agencies toward achieving their future IT goals. To support this methodology, we use effective tools, such as a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis survey, to understand the current environment.

We recognize that strategic technology-planning initiatives can take many forms and result in many different planning documents and deliverables. As such, each of our strategic planning projects is customized to the outcomes the organization expects. Part of successful planning is factoring in three important areas as shown in Figure 2.

An effective IT strategic plan is a document that answers the questions “Where are we now?” and “What are we trying to achieve?” The plan also presents progressive, detailed strategies to answer the question, “How do we get there?”

Figure 2: Three Key Factors of Strategic Planning



Central to our approach is working collaboratively with agencies and departments to build consensus among project stakeholders and proactively identify current risks and opportunities. We involve project stakeholders when and as needed to help ensure that participants understand their role and how information gathered will be used. We provide them with information and expectations for the project and provide an opportunity for participants to validate information to help ensure it was captured correctly. This approach allows us to collect input from a broad sampling of stakeholders who can provide their opinions at their convenience, anonymously, and with minimal disruption to daily job responsibilities.

We strive to provide actionable recommendations for strategic planning that allow government organizations to establish priorities, develop meaningful and realistic action plans, gain efficiencies, and make informed planning decisions based on industry best practices.

Business Advisory and Support

Overview

BerryDunn provides agencies with the best approach to business integration and optimization through a business process and technology assessment of the current state and then recommendations for process redesign and reengineering in conjunction with system modernization initiatives to better align operations, programs, and services to strategic plans.

Our independent approach allows for unbiased analysis of agencies' business and technical processes, systems, and operations with no vendor influence. Our business analysis processes, tools, and templates have been refined based on years of experience and are supported by industry best practices from organizations such as the International Institute of Business Analysis and the Project Management Institute® (PMI®).

BerryDunn provides a range of business integration and optimization services, including but not limited to:

- Conducting feasibility studies, developing and analyzing business cases, and developing use cases
- Helping agencies define and operationalize IT services for agency clients using the Information Technology Infrastructure Library (ITIL) framework (see more details in the Services and Solutions section below)
- Documenting “as-is” (current) and “to-be” (future) business processes and identifying opportunities to strengthen processes to eliminate redundancy, increase productivity, and reduce cost
- Analyzing technical environments to identify redundancies and/or provide actionable recommendations for system integration
- Developing functional and technical requirements for new or replacement software that match the needs of the organization based on business process tasks
- Managing programs and project portfolios to gain efficiencies across the IT enterprise

Approach

Our business process mapping methodology draws upon philosophies and tools from Six Sigma and Lean, such as **defining the customer's voice and identifying waste**, and leverages elements of other business process improvement methodologies.

Business should drive processes and technology....

Our approach to business integration and optimization is to define business needs so that the right processes are adopted and the right technology is acquired to address these needs.

While it is fitting to keep up with the latest technology, acquiring it for the sake of having the latest version is a poor business objective.

We employ a four-step methodology (Figure 3) for leading business process mapping activities for agencies, beginning with establishing a foundation for subsequent activities by working with leadership and key staff members to identify (Step 1) the specific processes that will be reviewed. In our experience, staff is often unclear what is meant by “process.” When asked for a list of the processes that they use to perform their work, it might include programs, policies, procedures, technologies, and other items. For processes that *are* identified, staff across locations—or even within a single location—often refer to the same process by different names. **Gaining agreement on what a “process” means and the processes that will be reviewed, and developing a common language** to refer to them, is a first step toward creating consistency in—and otherwise improving—process performance.

With a list of business processes identified, we then prepare (Step 2) by developing and delivering communications to business process mapping participants in advance of the sessions, including the purpose and approach to the sessions, the processes that will be reviewed, how the information should be used, and how they should prepare. We also perform our review of background documents and information gathered through other methods to go into the sessions with a strong baseline understanding of the processes, making the sessions more effective and efficient. For this reason, **we typically prefer to hold business process mapping sessions after conducting web surveys, listening sessions, best practice reviews, and other information gathering activities.** Performing the sessions after the other information gathering activities also allows us to use the process mapping sessions as an opportunity to validate, probe more deeply into, and close gaps in the information previously gathered.

Figure 3: Four-Step Business Process Mapping Methodology



When preparations are complete, we facilitate sessions to map (Step 3) the processes and gather associated details. Sessions are typically conducted by **teams of three consultants who fill the roles of facilitator, SME, and note-taker/process-mapper.** BerryDunn’s team approach to these sessions has proven to be very successful and allows for accurate and efficient capture of draft process maps and associated documentation. In sessions, the facilitator engages staff to walk through specific processes to determine how work is currently conducted. The team member serving as note-taker/process-mapper captures key information

in MS Visio maps and Word documents. We have also found that having our facilitator map processes the old-fashioned way—using sticky notes, rolls of white paper, tape, and markers—is a great way to engage staff in the discussion in an interactive manner.

Figure 4: Other Information Gathering Methods Feed Business Process Mapping



Research and Analysis

Overview

A core component of any new project is research and analysis. Comprehensive research and analysis can help an agency navigate its specific environment and provide strategies to achieve the project's goals.

Approach

The first step of a research and analysis project is for project stakeholders to confirm the BerryDunn team has a complete understanding of the goals and outcomes of the project. Understanding the goals and outcomes helps us provide a solid foundation for research and analysis.

To help ensure we are using stakeholder time most efficiently, our team will review documentation, systems and solutions once we have confirmed the client's goals and objectives. Depending upon the project, our team might need to conduct work sessions with leaders and staff to engage stakeholders and identify the organizational impact, future operations, and integrated process improvement needs.

If the research and analysis are internal to the agency, and depending upon the project, BerryDunn might perform direct observation of workflows. Observing items such as tasks performed and the order they are performed; individuals performing tasks; IT systems used and how they are used; supporting tools; and interactions between staff and with members, community organizations, and other stakeholders.

The next phase typically involves performing the actual research. Some projects require interviewing the stakeholder community (e.g., providers, members, consumer organizations, public health agencies, clinical researchers). These interviews can be performed by utilizing online surveys, mailing or emailing questionnaires, making phone calls, or talking to the stakeholder in person. Other projects require internet research or contacting government agencies for information.

The BerryDunn team then compiles our research results in a format and style agreed upon with the agency. We then create a report and walk through it with the agency.

Project/Program/Portfolio Management Services

Overview

For more than 30 years, BerryDunn has provided agencies across the country from Vermont to Washington with comprehensive project, program, and portfolio management services. Whether we are managing an individual project, a group of related projects in a program, or providing centralized management of a portfolio to help an agency gain a strategic advantage, we can help define an agency's goals and carry them forward with project management tools and processes that advance a workable plan, manage and mitigate risks, and validate results. BerryDunn's project management experts help agencies in the following ways:

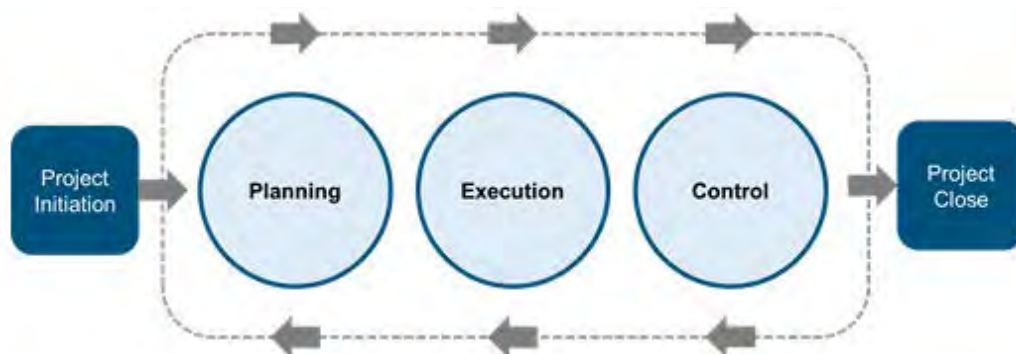
- Establish and implement PMO standards and governance (including tools, templates, and processes)
- Provide ongoing project monitoring and reporting
- Help align projects to strategic objectives and desired outcomes
- Build consensus among stakeholders
- Monitor and assess go-live readiness for system implementations

Approach

Our project, program, and portfolio management methodology employs proven processes, tools, and techniques based on the PMI® and Project Management Body of Knowledge® (PMBOK®), Version 6. Figure 5 below illustrates the phases of the Project Management Lifecycle, and the paragraphs that follow briefly describe BerryDunn's approach to each phase.

Figure 5: Project Management Lifecycle.

The project management lifecycle provides a framework for managing any type of project



Initiation: Establishing Project Structure – BerryDunn's team creates the initial planning deliverables required by the project. A project work plan specifies the tasks and subtasks performed over the course of the project (and when they will be performed). A project management plan that defines how the project will be carried out and includes the scope, goals, budget, deliverables, high-level timeline, and several subsidiary management plans such as

communications management plan, risk management plan, issue management plan, scope management plan, schedule management plan, etc.

Planning: An Ongoing Process – BerryDunn’s team will conduct initial planning with the agency, and maintain and update planning documents throughout the engagement.

Execution and Control: Execute the Plan, Monitor and Measure, Report Outcomes – The BerryDunn project team will apply knowledge, skills, tools, and techniques to direct project activities; leverage resources; facilitate communication; monitor and report at the portfolio, program, and project levels; and monitor team function to achieve the expectations established in the contract and further refined in collaboration with the agency through initial and ongoing project planning.

Project Close: Are We There Yet? Project closeout activities and deliverables will validate that the agency’s expectations have been met and tasks have been completed as agreed upon. Capturing lessons learned will help the agency improve its approach and processes when it undertakes similar projects in the future. Knowledge transfer activities will be designed to help ensure a smooth transition of our work to the agency.

Every project, program, and portfolio management project is scoped to draw on our methodologies and tailored to meet the specific needs and desired outcomes of agencies.

Implementation Oversight

Overview

BerryDunn's independent consultants have both the breadth of project experience and the depth of technical expertise necessary to objectively assess and understand your organization's system implementation challenges—and to help you remove potential risks. Our approach focuses on problem prevention by identifying problems early, and employing proven strategies to manage risk. We assess project practice and work products to help ensure that implemented systems meet defined specifications—and perform.

Our deep, experienced bench brings vital, industry-specific subject matter expertise to each engagement, with the PMI®, Prosci®, Cybersecurity and Infrastructure Security Agency, CPA, and other technical credentials necessary to help ensure your project's success. The BerryDunn team provides practical recommendations, supported by knowledge sharing that forestalls potential problems and avoids adverse impacts. We also produce timely reports to provide you with relevant information based on objective data, all aimed at informing difficult, complex decisions while avoiding errors and helping to ensure stakeholder confidence and trust.

Approach

Our project oversight approach assumes that the agency will provide a full-time project manager. In our role, BerryDunn will work closely with the agency's project manager to identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and assist with oversight of implementation activities.

Oversight activities can include, but not be limited to:

- Weekly project team meetings and monitoring activities
- Project Kickoff
- Review of Implementation Vendor Deliverables
- Configuration Analysis Assistance
- User Acceptance Testing (UAT) oversight
- Training oversight
- Go-Live Readiness Assessment
- Go-Live Oversight
- As-needed Assistance and Task Management

Procurement

Overview

In state government, the acquisition and implementation of enterprise-level technology is arguably one of the most complex and high-risk public procurement roles. In the past 10 years, many large public-entity IT acquisitions have been in the spotlight—and not the type of spotlight under which a state procurement agency wants to be found. States have found themselves nearing the end of their contracts with cost over-runs, numerous change requests, and a system that does not function as intended. At times, a state's only recourse is to go through a high-profile legal challenge to try to recoup some of its losses. Many of these issues could have been avoided through a disciplined approach to developing requirements, managing the procurement process, and negotiating a fair contract, but holds the selected vendor accountable for the obligated work.

BerryDunn has over 25 years of experience helping agencies navigate the procurement life cycle related to the acquisition of large and complex IT systems. We have assisted government agencies with system acquisitions and implementations—including Medicaid Enterprise Systems, integrated eligibility systems, e-filing, court case management, enterprise resource planning (ERP), and driver licensing solutions—and have successfully helped government agencies mitigate risks. This success has resulted in BerryDunn gaining the trust of public servants within state and local government nationally as we guided them through difficult acquisitions with a significant impact on the lives of the constituents the states serve.

BerryDunn's Government Consulting Group has a refined and formalized procurement consulting strategy that follows common industry best practices standards, while being flexible enough to meet the unique needs of each engagement. This strategy has repeatedly proven to meet the needs of state and local agencies that require careful adherence to standards, policies, and state or federal requirements.

Approach

BerryDunn's knowledge of RFP development processes will help reduce RFP development time and minimize the burden of the agency business leads and SMEs. Typically, our team will document our approach for the agency's approval in the strategic procurement plan and implementation plan(s). These plans will define our overall procurement approach and strategy to replace the existing system. The plans will identify the priority and sequence of procurement activities and the rational and supporting research that informs procurement strategy decision-making.

BerryDunn's team has a refined and formalized procurement consulting strategy that follows industry best practices standards. This strategy has repeatedly proven to meet agencies' needs that require careful adherence to standards, policies, and state or federal requirements. Projects of this size and caliber require consistent and comprehensive management strategies, beginning with developing a successful procurement. Our team understands how important it is

to keep agencies' business goals in mind while acquiring solutions so that the procurement meets the project's strategic needs now and in the future.

BerryDunn offers a proven methodology for leading government agencies and other public organizations through needs assessment, requirements gathering, RFP development, and procurement. Figure 6 is an example of our procurement methodology resulting in the formation of an RFP, evaluation, and contract negotiation.

Figure 6: BerryDunn's Procurement Methodology



IT Assessments

Overview

State government agencies continuously strive to improve the effectiveness and efficiency of their services while avoiding risk. An evaluation of the current state of the technology and associated processes helps identify opportunities to improve business practices and customer service while meeting technology needs. For more than 30 years, BerryDunn has been selected by state and local agencies as an independent and trusted firm to provide an objective perspective in the identification of risks and issues, as well as clear and actionable recommendations and mitigation strategies.

BerryDunn regularly performs assessments of IT organizations and their processes and their interactions with agencies and departments. Our assessments consider business processes and technical requirements in the context of IT strategic goals and implementation plans. The findings and recommendations from these projects allow agencies to establish priorities, develop meaningful action plans, and make other informed IT decisions.

Approach

We measure how technology needs, business processes, and staff skill sets align to meet broader objectives during our assessments. We look for opportunities to recommend using current processes, technology applications, and staffing resources, while providing recommendations that keep cost, productivity, and efficiency a priority. Central to this approach, we collaborate with your stakeholders to gain an understanding of your current environment.

Because an assessment will likely result in a change in how work is currently performed, it is critical to involve agency stakeholders to build understanding, support, and buy-in for recommendations—and ultimately for changes in the future environment. BerryDunn's consultants have several certifications to provide best practices, methodologies, tools, and structure around IT governance, IT risk, IT auditing, project management, change management, and lean practices to provide stability to projects making significant decisions and navigating the transition.

We provide added value to assessment projects by augmenting our core project team with SMEs. As a certified public accounting firm with 30 years of experience serving government entities, we have extensive familiarity with performing program, financial, and performance assessments according to the necessary standards.

Program and System Assessments

Overview

We bring an impartial, objective, and cohesive methodology for gathering information from agencies' stakeholders and performing all assessment activities. Our methodology combines engaging a broad group of stakeholders in information-gathering and iterative discussion with our team's independent review, research, and knowledge of the federal and state landscape and industry trends and best practices.

Approach

Before engaging in activities with stakeholders, our team will request and perform reviews of relevant project background information to have a foundation—and are prepared—for all meetings, making the meetings as effective and efficient as possible. In our planning, on-site, and follow-up work, we will conduct the activities illustrated at right.

Throughout all project phases, we will work collaboratively with key stakeholders to understand their perspectives and needs and seek alignment for a unified vision and plan for the future. Determining **whom** we need to work with and **how** we need to work with them on this project is critically important for project success. For this reason, our methodology includes holding an initial planning meeting with the agency immediately after the project start to help ensure we have a clear understanding of the stakeholders who need to be involved in the project, the project phases they should be involved in, and the methods of outreach and information gathering that will engage them.

Before engaging stakeholders, we will help ensure that the agency has agreed to the communication plan; we recommend sending an initial message to stakeholders informing them of the project and BerryDunn's involvement. We expect that discussion about stakeholder involvement will be iterative and ongoing, so the topic will be revisited with the agency as needed, with a flexible approach to accommodate changes as activities progress.

As previously described, our methodology for performing information-gathering includes using the right method for the right audience to get the right type of information. We will use a web survey tool, such as SurveyMonkey, to collect stakeholder input—an approach we have used successfully to gather feedback from a broad group of stakeholders in a confidential manner related to topics such as health information technology priorities, needs, barriers, and successes.



We will also facilitate a series of in-person focus groups, interviews, and meetings with individuals and groups, and follow up via teleconference, as needed, to ask clarifying questions or gather additional feedback. BerryDunn and our partners have a reputation for being outstanding facilitators. Our team has gained extensive experience interviewing senior executives in the public and private sectors, IT and programmatic staff in state agencies and departments, and other community and business stakeholders in our various professional roles. Our proposed project team includes experienced facilitators who have the skills and knowledge necessary to **establish credibility, build trust, elicit information, encourage collaboration, reach consensus, and develop buy-in** with diverse project participants.

We know that completing projects requires more than just what is learned in project management training—getting stakeholders involved and committed requires strong consulting and facilitation skills, empathy, and above all, respect.

Meeting agendas will be prepared and distributed in advance of meetings so that stakeholders come prepared. Printed copies will be available at all meetings. We expect that initial and follow-up communications to stakeholders from BerryDunn will occur either through phone calls or emails, depending on the stakeholder and the purpose of the communication.

Depending on their role and level of involvement in the program's various components, stakeholders might be engaged one or several times in various project phases. Key stakeholders with significant involvement in the initiatives might be engaged more than once during the project to allow for focused meetings that "go deeper" into specific content. Repeated interactions with stakeholders also builds trust, leading to more open and honest sharing of feedback.

Risk Analysis and Management

Overview

Our teams focus on identifying enterprise risks—including business/programmatic, operational, technical, schedule, and organizational risks—before they become issues. We will work hand-in-hand with agencies by providing recommendations on ways to mitigate threats and realize opportunities. The following definitions will be used during the management of risks and issues:

Risk: An uncertain event or condition that, if it occurs, might cause the project to be unsuccessful or less than successful in meeting objectives. Risks are events or conditions that have not yet occurred but might occur in the future. For example, the availability of project resources is often identified as a project risk. The risk's impact might be positive or negative. A risk can be accepted, deferred, or mitigated.

Issue: An issue is an event or condition that has already occurred and requires immediate action to minimize a negative effect on a project objective. Risks might evolve into issues if not properly addressed. If left unresolved, an issue will negatively impact the project scope, schedule, budget, or quality.

Approach

Risk management is an ongoing activity that begins at the outset of a project and occurs throughout its life cycle. BerryDunn leverages the PMI®'s PMBOK® Project Risk Management framework for the management and control of risks and issues. Figure 7 presents the key elements of this framework.

Figure 7: Key Elements of PMI® PMBOK® Project Risk Management Framework



According to PMBOK®, there are four primary management strategies for negative risks:

Avoid	Work to eliminate the risk and protect the project from its impact. For example: Used equipment is less expensive but more likely to need repair. Avoid this by purchasing new equipment with warranties.
Transfer	Shift risk to a third party, along with ownership of the response. For example: Hire a vendor to perform the task and accept the responsibility of the risk.
Mitigate	Work to reduce the probability and/or impact of the risk. For example: Problems with the new software might be reduced by additional testing.
Accept	Acknowledge the risk and not take any action unless the risk occurs. For example: The State might accept the risk that a natural disaster might damage the office building without taking any preventative measures.

We understand that any of the four options are viable depending on the specific circumstances. If an agency chooses to accept a risk due to circumstances outside of its control, we will document the decision and the reason for acceptance. At that point, we will no longer report on the risk. This approach documents our concern and the decision made for posterity but prevents the distraction of the risk repeatedly appearing in reports.

Risk and issue management is an ongoing activity that begins at the project onset and occurs throughout the life of the project. BerryDunn will manage the risks, issues, and opportunities for this project using our customized Risk and Issue Management Tool. This tool allows us to keep historical information about the findings, risks, and issues we identify over the life of the project. Knowing how findings can change over time, we designed the tool to allow an entry to be easily downgraded from a finding to a risk or issue without losing prior information or re-entry. For reporting purposes, the tool can customize reports and the flexibility to select the most recent update to an item or to pull the entire history.

Organizational Change Management

Overview

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of new systems. If stakeholders are willing and prepared to adopt new processes and tools, they can be instrumental in the new system's success. To be willing and prepared, they need to understand how this change will specifically benefit them, such as having more information to complete their day-to-day tasks with enhanced interoperability. They also need opportunities to provide feedback and receive training. BerryDunn's OCM approach—based on our work supporting six states with organizational change, including Arizona, Hawai'i, New Mexico, Vermont, Washington, and West Virginia—supports the people-oriented side of technological transformation.

Approach

Nearly 50% of BerryDunn's Medicaid consulting staff are Prosci® Certified Change Practitioners (CCPs), and our internal Change Management Community of Practice reinforces OCM concepts and encourages sharing experiences, tools, templates, and best practices across projects. Through this combination of formal education and ongoing community, we help ensure our teams have the skills and expertise needed to successfully align our work with the Prosci® OCM approach, including, but not limited to, the awareness, desire, knowledge, ability, reinforcement (ADKAR) change management framework illustrated in Figure 8 below.

Figure 8: ADKAR Change Management Framework

ADKAR defines the five tangible and concrete outcomes that stakeholders need to achieve lasting change: Awareness, Desire, Knowledge, Ability, and Reinforcement.



As described by the ADKAR framework, we understand it is not reasonable to expect stakeholders to **implement** and **reinforce** long-term change if they are not **aware** of the change, **support** the change, and **trained** in preparation for the change. These steps take time,

planning, integration with other project and Department activities, and dedicated relationship building.

Stakeholders might represent a broad range of disciplines and work within many different reporting structures, so it is particularly important to cultivate a sense of partnership and investment in the absence of a single hierarchical relationship.

Business Process Improvement

Overview

Business process improvement, also referred to as business process analysis or business process redesign, analyzes and assesses the current state, and defines solutions for process improvement within an organization or entity in alignment with the organizational goals or strategic vision. Many organizations undergo business process improvement to streamline processes, improve workflow, identify and remove bottlenecks or inefficiencies, and align staff with functional areas.

While business process analysis can be a standalone service to improve processes (i.e., make them more efficient, effective, streamlined, accurate), it can also be incorporated with other services (e.g., requirements definition, RFP development, and system selection) to assist agencies and potential vendors in gaining an understanding of the current environment (“as-is”) and the desired future state (“to-be”).

Approach

We have developed a methodology for business process improvement that draws upon philosophies and tools from Six Sigma and Lean, such as defining the customer’s voice and identifying waste, but that also leverages elements of other business process improvement methodologies. Our focus on business process improvement will include ongoing, continual assessment of project processes and discrete, focused process improvement activities, including facilitating lessons learned meetings and process mapping sessions.

The philosophy that guides our approach is when “things go wrong,” more often than not, the underlying processes and systems are at fault, not the people. As a result, our process improvement activities are focused on understanding the challenges in existing processes and their underlying causes, and developing solutions to eliminate or mitigate those causes. If staff performance issues are identified, they are handled through coaching, training, and escalation to supervisors as needed and appropriate.

The components of our process improvement approach are as follows:

- Process Mapping and Root Cause Analysis
 - o Facilitating as-is process mapping sessions
 - o Performing root cause analyses
 - o Performing to-be process mapping
 - o Identifying improvements to implement
- Lessons Learned Facilitation
 - o Determining project management areas to assess
 - o Preparing participants for involvement
 - o Facilitating to-be process mapping sessions and developing action plans to address changes identified

- Ongoing Assessment
 - o Holding one-on-one meetings with project managers
 - o Participating in other meetings
 - o Reviewing documents, tools, and templates
 - o Directly observing staff activities and workflows

Business Process Reengineering

Overview

Business process reengineering (BPR) takes the steps from business process improvement a step further by developing solutions to mitigate or eliminate current organizational challenges. We have developed an effective and proven approach for conducting BPR initiatives that integrate best practices and industry standards from three key disciplines: process improvement, project management, and organizational change management (OCM). In our experience, a focus on process improvement/redesign alone does not lead to meaningful and sustainable improvements; not only must processes be redesigned, but also the organizational culture must reinforce—and stakeholders must fully support—the changes.

Approach

The following tasks (which might overlap, depending on the project) highlight our approach to gathering the information needed to complete BPR initiatives.

Plan for information-gathering activities. Our approach includes holding a project kickoff meeting with the core project team immediately after the project start to help ensure we have a clear understanding of the stakeholders who need to be involved in the project, the project tasks they should be involved in, and the methods of outreach and information gathering that will engage them.

Review background documents, policies, and best practices research. Before engaging in activities with stakeholders, our team requests and reviews relevant project background documents to have a foundation and are prepared for all meetings.

Issue web survey. We use a web survey tool, such as SurveyMonkey, to collect stakeholder input to gather feedback from a broad group of stakeholders in a confidential manner.

Facilitate fact-findings sessions and targeted interviews and meetings, and perform direct observation of workflows. These sessions are geared toward gathering information about the current environment's challenges and opportunities and staff members' ideas for an improved future environment.

Facilitate focus groups. We perform this task on projects where it is critical to hear the voice of external stakeholders. In these sessions, we ask for stakeholders' perspectives on strengths and challenges in the current environment, opportunities for improvement, and recommendations for the desired future state. In addition to hearing their voices, these sessions provide an opportunity to share the agency's vision and goals and begin to build buy-in from important external stakeholders.

Perform process mapping. We employ a four-step approach for facilitating process-mapping activities: Identify the specific processes that will be reviewed; prepare by developing and delivering communications to process-mapping participants in advance of the sessions; facilitate sessions to map the current-state processes and gather associated details; and validate information captured and close gaps, allowing for thorough and accurate development of the process-mapping document.

These current state discussions and process maps serve as a starting point for further discussion of future or “to-be” opportunities. In our experience, staff is often not ready to fully visualize or map improved end-to-end to-be processes at this point, and when attempted, the exercise can often end in frustration and futility. Depending on the circumstances and agency needs, our approach often instead shifts to talking about ideas and recommendations for eliminating the issues and gaps in the current environment to streamline, improve the quality of, and otherwise optimize processes. We capture participants’ ideas and use them to inform our process recommendations and improvement strategy, which also helps with buy-in for recommendations as staff “hear their voice” reflected in them.

After facilitating process-mapping sessions, we perform follow-up communications via email, calls, or in-person meetings with state team members to validate information captured and close gaps, allowing for thorough and accurate development of the process-mapping document.

Tax Consulting and Compliance

Overview

Compliance with relevant tax laws can be challenging, especially in the current, ever-changing legislative landscape. Our tax advisors stay ahead of the curve on regulatory rulings and changes on a federal, state and local basis, as well as internationally. This proactive approach not only helps agencies address or avoid exposure, but it also gives our team the tools to identify cost-saving opportunities.

Our tax professionals specialize in serving not-for-profit agencies, providing annual technical updates, and helping them deliver consistent and accurate Form 990 and 990-T returns and related federal and state filings. We let agencies know about relevant changes to the forms and requirements as they occur, so there are no surprises at filing time, and we are available throughout the year to respond to questions. In addition to preparing tax returns, our team provides consulting services in Unrelated Business Income (UBI) Tax, multi-entity planning, IRS mock audits, and 501(r) compliance.

Beyond tax compliance work, our dedicated not-for-profit tax team is actively involved in educating agencies to better understand not-for-profit tax compliance risks and reporting requirements, through presentations to boards, at our annual seminars, and various speaking engagements.

Approach

Our tax team provides easy-to-use templates to gather the information they will need to execute an efficient and accurate engagement to achieve agency goals. Once the relevant data is received, we test the calculations for accuracy and analyze the information provided in order to identify potential issues or areas of opportunity related to UBI, compensation reporting, and any other areas of relevance. We work with management to establish a timeline of deliverables to help ensure we meet internal and external deadlines and provide timely service.

For consulting-only engagements that do not include the preparation of Forms 990 and 990-T or related filings, we first understand the agency's goals and then work with the agency team to determine the best path to provide actionable feedback and tangible solutions in a timely manner.

Financial Statement Audits

Overview

Specialization is one of the greatest factors that differentiate one audit services provider from another. Our professionals provide agencies with a deep understanding of industry-specific applications of audit and accounting standards. Whether the organization is a healthcare entity, educational institution, government agency, or nonprofit organization, a team of professionals who specialize in standards for your industry.

Our professionals remain current with the existing standards as well as those that are in consideration by the relevant standard-setter (Government Accountability Office, American Institute of Certified Public Accountants [AICPA], Financial Accounting Standards Board, or Government Accounting Standards Board), and we are committed to sharing insights and implementation strategies with those we serve. In addition, education gained through involvement with relevant industry associations themselves (e.g., NACUBO, HFMA, LeadingAge, GFOA) is used to inform our audit services and educate those we serve.

Approach

Transition. Our principals and managers will spend time with your team to understand your operations, culture, and goals. In addition to making inquiries of your predecessor audit firm and reviewing their workpapers, our auditors will also work with you to obtain the necessary information to help ensure a smooth transition including historic documents, minutes of board meetings and significant agreements.

Planning and Interim Fieldwork. We meet with members of management to learn about recent activities, plan our audit procedures, and finalize the audit schedule. We discuss new accounting pronouncements and standards that will impact the agency's financial statements, then review interim financial results, perform risk assessments, and create our year-end audit plan. We consider existing internal control processes and perform walkthroughs of significant accounting cycles as well as make inquiries of management and other personnel regarding the risk of fraud/performance other fraud procedures in compliance with auditing standards.

Year-End Fieldwork – Audit of Balances and Financial Statements. We perform substantive audit procedures on your financial statements, including auditing the financial statement disclosures. We generally begin our fieldwork focusing on more complex audit areas in order to allow on-site time for any follow-up questions. After the fieldwork, we will arrange an exit meeting with management, then typically provide final draft reports at least one week before the board meeting at which they will be presented.

Every financial statement audit engagement is reviewed by a member of our QA team of principals. Our team is led by Tracy Harding, the current Chair of the Auditing Standards Board of the AICPA.

Once approved, the financial statements and letters will be dated and finalized for issuance. We are also available outside of the traditional audit time frame for questions, consultations, or assistance.

Software Asset Management

Overview

BerryDunn uses comprehensive analysis to help determine viable solutions for business and technology investments and an estimated return on investment (ROI) when considering potential solutions. Our team helps ensure that large system modernization projects are good financial, business, and technical decisions, and aligned with the organizational business goals.

A key differentiator we bring to our client work is our **independence from the vendor community**. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors.

Further, we do not have any preferred vendors, and you will not find our name listed as partners, affiliates, or sponsors of any software. This allows us to provide **independent advisory and implementation services** and means you can be assured that BerryDunn's team will only work **in the agencies' best interests at all times**.

Approach

Our approach to software asset management includes assessments and analyses as described below.

- **Acquisition Cost Assessments**

Acquisition Cost Assessments examine the cost components associated with acquisitions such as hardware, software, implementation services, system integration, professional services, and any other costs as identified in the review. We use known procurement research tools and the experience of our team to compare against comparable solution initiatives.

- **Cost Analysis and Model for Benefit Analysis**

BerryDunn performs an analysis that depicts the expected costs and benefits of the solution to the agency. We include in our analysis any tangible or intangible benefits or disadvantages we discover during the course of the review. The information gathered during the development of the Acquisition Cost Assessment will also be used during this analysis.

- **Impact Analysis of Department Net Operating Costs**

To assess the impact of the initiative on the implementing agency, our team provides an assessment of the project's influence on staffing and expenses.

Software Portfolio Management

Overview

We advise agencies on best practices in managing their enterprise systems and solutions, from ERP systems to IT service management (ITSM) solutions to modular Medicaid systems. For example, BerryDunn's knowledge of today's systems is not only broad in terms of the number of vendors we have evaluated, but our team also has a significant depth of expertise in assessing the full suite of modules offered by these vendors. As a result of our independence, we have had the privilege of gaining knowledge and firsthand experience with major modular Medicaid and ERP systems and other systems, as part of systems planning engagements and assisting agencies in implementation projects. Our experience assessing a wide variety of vendors means that we understand today's systems' capabilities and limitations.

We often use the ITIL Methodology to help agencies understand the services they provide through the software in their IT environment. ITIL also helps an agency understand who its customers are and what their needs are.

Approach

ITIL is an industry-proven methodology that considers service to customers as a product with value and benefits in its own right. To support this principle, ITIL is a four-stage life cycle process (see Figure 9) in which a set of services are defined, designed, implemented, and operationalized. A fifth process overlays these four to continually improve the services that have been defined and operationalized.

1. **Service Strategy: *What services are offered and who are the customers?***
Includes strategy management, portfolio management, financial management, demand management, and business relationship management for IT services.
2. **Service Design: *Service development***
Includes design coordination, service catalog management, services-level management, availability management, capacity management, IT service continuity management, information security management, and supplier management.
3. **Service Transition: *Moving from development to live***
Includes transition planning and support, change management, service asset and configuration management, release and deployment management, service validation and testing, change evaluation, and knowledge management.
4. **Service Operations: *Ongoing service management***
Includes daily management of services, including event management, incident management, request fulfillment, problem management, access management, service desk function, technical management function, IT operations management function, and application management function.

5. **Continual Service Improvement (CSI): *Ongoing service management***

Includes learning through all the life cycle elements to improve the effectiveness and efficiency of IT processes and services through services review, process evaluation, and defining and monitoring initiatives.

Figure 9: ITIL Methodology



The Service Asset and Configuration Management process is defined within the Service Transition stage. The primary purpose of this process is to help ensure the assets (including IT applications) required to deliver service to the agencies are properly controlled, and accurate and reliable information about those assets is available when needed. ITIL recommends the following good practices related to Service Asset and Configuration Management:

- Identify and record current and critical assets
- Manage the asset life cycle and optimize asset costs
- Manage licenses (for off-the-shelf applications)
- Establish and maintain a configuration model for the assets; including change management

Internal Controls Review

Overview

BerryDunn will help the agency navigate the complexities and challenges of a constantly changing internal control environment. We start with assessing the agency's existing internal control program, and then work closely with stakeholders to identify strengths and vulnerabilities.

We initiate each engagement by asking deliberate questions about the agency's business, control environment and activities, risk assessment, monitoring, and communication. This process allows us to evaluate the current state of effectiveness, while finding and identifying gaps to help the agency build a stronger overall control system. After we deliver our recommendations, we can provide monitoring support to help ensure the new control environment is ready to meet current and future concerns.

BerryDunn can assist the agency with internal controls reviews including:

- Consulting on the design and implementation of internal controls over financial reporting
- Reports required for audit, consulting, or agreed-upon procedures engagements
- Internal audit services
- Systems and Organization Controls (SOC) examinations and reporting

Approach

The most important element for a successful internal controls review is open communication. There is no substitute for effective communication at all levels between the agency and BerryDunn staff in achieving the objectives in a timely and professional manner. Our review approach incorporates an evaluation of program and system data and documentation, as well as in-person meetings to exam and observe program processes in real-time. This review includes examining the full program integrity life cycle—from reviewing internal controls and processes to promote effectiveness, efficiency, integrity, transparency, and accountability; to assessing, monitoring, and reporting activities and sampling the performance of (and adherence to) established controls. Although we will conduct compliance testing through document examinations and requirement interviews, we will further examine the compliance level for high-risk requirements by pulling samples and conducting a hands-on examination. High-risk requirements typically include those that might directly affect the applicant's eligibility determination and enrollment status; in addition, we will work with the agency to identify other areas of concern to incorporate.

Our review approach helps to ensure compliance and minimizes duplicate services and unnecessary procedures.

Method of Evaluating Internal Accounting Controls

Our review procedures' internal control phase includes documenting the agency's internal control processes and other procedures as necessary. After the procedures are documented, we will perform "walkthroughs" of appreciable systems to help ensure they function as intended. We will make inquiries about the existence of specific internal controls and segregation of duties. We will also observe and, when appropriate, sample the internal control procedures (e.g., approvals, reviews) we intend to rely on in significant areas, including federal compliance. These tests are often completed concurrently with substantive audit procedures to minimize the impact on agency staff. Results and related recommendations will be discussed with appropriate members of the agency's management team and considered for inclusion in the report.

Approach to Sampling

The sampling methodologies utilized by BerryDunn are those integrated into our risk-based review approach and are in accordance with the Generally Accepted Government Auditing Standards (GAGAS) guidelines, Single Audit (formerly known as OMB Circular A-133), and the related compliance supplement. The AICPA has published several reference materials that we utilize during our reviews for guidance on sampling, including:

- Audit Guide – Audit Sampling
- Audit Guide – Government Auditing Standards
- Circular A-133 Audits, Chapter 11 – Audit Sampling Considerations

Where possible, a single sample of transactions will be used for both internal control and compliance testing. This dual-purpose testing results in review efficiencies. Sample sizes for substantive tests of compliance will be reduced if testing of internal control over compliance supports a low-assessed level of control risk.

Succession and Transition Planning

Overview

Succession planning for leadership transitions is critical to the future success of any organization. As aging leaders prepare to retire—many of them founding leaders—BerryDunn can provide guidance on succession planning and leadership transition, drawing upon the internal recruiting team's knowledge and our Government Consulting Group members. We regularly advise agencies and their boards to address the transfer of institutional knowledge to the next generation as a matter of course, and our professionals will instruct agencies on best practices for a successful transition.

Approach

BerryDunn's approach to supporting succession and transition planning projects is based on our consultants experience working with state agencies across the country, their work in the private and public sectors, and our internal team's experience and expertise. Below, we have provided the key phases of our succession and transition planning project approach.

Phase 1 – Discover. BerryDunn begins by working with the agency to understand the agency's environment and its goals for the engagement. During this phase, we will work with the agency to discuss some of the key questions that must be answered such as: Is there a clear departure date for the executive(s) and other key staff? Will the roles or responsibilities for these positions need to change going forward? What are their critical responsibilities that need to be delegated during transition periods? Will the departing staff be available to help onboard the new hires? Based on our initial meeting where we discuss these questions and the agency's project objectives, our project manager will then create a proposed project work plan and schedule for the agency's review and feedback. The project work plan and schedule will then be updated as needed.

Phase 2 – Implementation. BerryDunn's project team will implement the work plan developed in Phase 1. During this phase, BerryDunn will help the agency develop an effective succession and transition plan for any applicable roles and responsibilities in project scope. If recruiting assistance is also needed, our project team can utilize our internal recruiting team to conduct and support multiple executive searches or work with the agency's recruiting resources.

Phase 3 – Closeout. BerryDunn's project team will perform closeout activities to validate that the agency's expectations have been met and all tasks have been completed. The process includes the transition of any electronic documentation to the agency using an agreed-upon method for securely transferring electronic files.

We look forward to working in partnership with the agency team to help them achieve their vision. BerryDunn will support the agency with a team focused on and committed to its succession and transition planning objectives.

Service Digitization Assessment and Consulting Services

Overview

BerryDunn understands the challenges related to legacy systems and their associated manual processes, and the budget constraints faced in agencies. Agencies need help turning their manual services into digital experiences for their internal and external customers. For example, our team has provided enterprise content management (ECM) consulting services to agencies to help them reduce workloads and increase efficiency by automating data entry with the use of document imaging, optical character recognition (OCR), automation of paper-based forms, and automated data entry into electronic forms.

BerryDunn's team helps agencies **decrease their workload on staff, increasing the efficiency of their processes and improving customer service** by planning for and implementing integrated ECM solutions critical to managing paper, responding to inquiries, and improving of processing time.

Approach

BerryDunn has experience providing states with business analysis, business process reengineering, requirements definition, costing analysis, and QA related to implementing systems and digital processes that streamline document management. This includes increasing information access due to enterprise-level availability of paper-based documents through document indexing, electronic forms, automated and traceable workflow, and secure document-sharing capabilities, including offline and multi-user simultaneous access.

BerryDunn has worked for the West Virginia Department of Health and Human Resources (DHHR) and their selected ECM vendor to provide project management support for DHHR's ECM solution implementation. Our role included providing oversight, facilitating project activities and meetings, capturing and reporting decisions, issues, risks, and assumptions to the project steering committee and project stakeholders; and serving as the single point of contact for internal project communication between the State and the ECM vendor.

BerryDunn's additional responsibilities for this project include collaboration with the ECM vendor on developing and executing the quality management plan, risk and issue management plan, and communication plan.

Data Analytics Consulting Services

Overview

BerryDunn assists agencies with data management, often as part of an enterprise system selection and implementation projects. Several BerryDunn staff members have substantial experience using Microsoft SQL Server, and BerryDunn analysts also have experience with Tableau. Team members have designed Tableau models to track healthcare cost savings from care management and other initiatives and have used the program for other data visualization projects.

Approach

Data management questions that we help agencies address in planning for new enterprise systems, include the following:

- **Conversion and data migration** – What data do you bring over into new system(s) and what data do you leave behind?
- **Interfaces and integrations** – How is your current data structured and how will it connect with the new enterprise system(s)?
- **Storage, retention, and archiving** – What are the agency's policies and practices and how will these be defined for the new system(s)?
- **Data stewardship** – Which individuals are responsible for promoting the appropriate use of data through planning, policy, and protocols?
- **Data governance** – How can the agency mitigate important risks associated with the storage and management of data?
- **Data analytics** – How can the agency improve data reporting and outcomes?

BerryDunn helps agencies identify and document specific information about their data, including: where it resides, its structures, its quality, and who has data access and responsibility. Our services can include the development of a data catalog, data inventory, and data quality analysis.

Our services also include assisting in developing a data governance structure that can support the agency's immediate and long-term data management needs. Data governance helps maintain data integrity, control access, and secure data storage for the agency's data assets. Effective data governance relies on data management, whereby an organization identifies what data exists currently and needs to exist in the future. Effective data governance also defines roles and responsibilities for managing data and assigns accountability to specific groups or individuals through a strong data stewardship model.

Data Strategy and Transformation

Overview

BerryDunn provides data management and analytics services to agencies to help them define and implement data management strategies for their Medicaid enterprises; to characterize the data types to be managed across their Medicaid enterprises; to plan for data maturity and evolution; and to identify opportunities to improve current data management efforts. BerryDunn has also implemented data governance programs to strengthen policies and procedures focused on data quality, risk in data privacy and security, financial sustainability for government programs, and data release to support research.

Approach

With regards to projects related to creating data management tools and warehouses, the following is a general approach:

- **Planning:** Our team would meet with project sponsors and any other stakeholders. This meeting aims to clarify goals and objectives; confirm or discuss the planning project scope, approach, and schedule; identify known constraints; and review and adjust the list of proposed tasks.
- **Conduct a system census:** We will review and document the “as is” environment, including identifying its current “pain points.”
- **Gather requirements:** Working with agency staff and stakeholders, we will gather the requirements for a new environment. We are more concerned with abstracting user requirements to capture the needed fact and dimension data domains in our approach.
- **Determine scope:** Settle on and document a preliminary scope of data sources to be addressed, with their relative priorities.
- **Research solutions:** With agency staff, BerryDunn will research and document options for the general approach, technology architecture, and needed organizational support—and identify pros, cons, and costs, including viable migration paths.
- **Recommendations:** With the agency, discuss and recommend a path forward.

Customer/Citizen Experience Design

Overview

BerryDunn's process aims to build an overall framework for service delivery resulting in consistent customer experiences, high customer satisfaction and loyalty, and retention of customers. An additional goal is to strengthen connections with residents, create awareness, and build upon the agency's brand and image.

Approach

Research. Our approach always begins with an analysis of existing customer service systems; community outreach practices; registration processes; a review of the website, policies, and procedures; and a tour of facilities to get a sense of how services are currently delivered. If any existing customer satisfaction research exists, we will review that information.

Organizational culture also plays an important role in the service delivery process. The leadership system and an appropriate level of assigned responsibility throughout the organization's hierarchy levels is an important component. Questions to ask include:

- Does the agency have an external customer focus?
- Do internal support systems support the delivery of excellent service?
- Is there a level of empowerment of staff to work effectively in satisfying customers?
- Is technology deployed effectively to connect with residents?

Data Collection. We meet with staff, volunteers, and partners to measure current processes during facilitated customer service focus groups. Employees in attendance should include staff members intimately involved with direct service responsibilities and facility/program staff who manage various services. A meeting with the agency's leadership will also be facilitated.

We will also lead focus groups for volunteers, partners, neighborhood groups, and community members.

Visioning. The team will facilitate a strategy and visioning workshop with key agency staff to review and discuss key findings and recommendations. This will include a highly interactive and educational session for staff, emphasizing how to sustain the overall customer service system. This will be followed by the development of a draft plan.

Implementation. We emphasize developing tools and techniques for both internal and external communications for the plan's implementation. We will provide a series of short workshops for staff to provide an educational overview of the process and recommendations. We will also recommend establishing a champion or a team of champions to successfully deploy the plan.

Organizational Design

Overview

Organizational design or organizational development (OD) is a planned and systemic approach to improving an organization's effectiveness by aligning its strategy, individuals, and processes. We build the strength in the organization to sustain improvement and withstand market and regulatory changes. At its core, OD is about optimizing the performance of the organization and its people. OD comprises a suite of services: process improvement; performance and quality management; organizational analysis and diagnosis, stakeholder engagement and facilitation; strategic planning; change management; organizational design and structure; supporting human resource program and metrics; team development, job skills development; executive coaching; and leader development. These services can be categorized into the following areas: operational improvement; determining direction; structural design; and talent development.

Approach

We will use the agency's mission and goals as guide throughout the project. Our approach to OD contains five stages to develop the organization:

Stage 1 – Alignment: The alignment tasks include building a project plan and customizing the approach; conducting a leader work session on alignment and planning; developing a change management plan, including a stakeholder communication plan; facilitating a training workshop; and providing project management.

Stage 2 – Analysis: Analysis includes performing organizational analysis, including conducting a change readiness assessment and an organizational health and effectiveness assessment; creating an impact analysis; and communicating a findings and recommendations report (FARR) to the agency leadership team.

Stage 3 – Strategic Visioning: Strategic visioning includes holding a leader work session on visioning, organizational transformation; meeting with the agency leadership team to identify conclusions and strategic priorities based on the FARR; and holding staff engagement and training sessions.

Stage 4 – Development: Development includes meeting with the agency leadership team; identifying leadership coaching pairings, holding leader training, performing staff development teamwork; and building the team for project goals.

Stage 5 – Roadmap: A Roadmap includes creating a 5 – 10 year roadmap, which includes priorities; structure and resources for strategic goal alignment, development of strategy for staff and leaders; suggested improvements to accessibility, communications, and services; system requirements; strategic alliances, and evaluation of project progress and impact.

Through all five stages, we help ensure: stakeholder engagement, equity lens, leadership coaching, and facilitated consensus.

Leadership Development & Coaching Services

Overview

BerryDunn works with leaders and teams to help set them up for success in their roles and help them manage changes and achieve their goals. Our leadership and team development opportunities provide skills development and promote role effectiveness. We allow time to work through issues and decisions that affect service, team behavior, and performance. Our training is highly interactive, and activities will target high-impact actions that participants can use with their teams. Each session introduces a new group of topics, provides time for discussion, and ends with a plan to apply new learnings.

Approach

The BerryDunn Leader and Team Development Program is unique in that it layers learning and reflects the following criteria:

- Build relationships, bring people together, and provide an opportunity to bond, have fun, and build trust with each other
- Be experiential, interactive, interesting, and applicable
- Use an affirming approach that builds confidence in the participants and helps them be successful and feel empowered to apply the new learnings
- Clarify leadership roles, expectations, and skill sets
- Be outcomes-based and have a built-in accountability process to help ensure application
- Include realistic activities and assignments that provide the opportunity for real problem solving, planning, and direct application
- Teach key team skills such as communication, conflict management, and effective team management
- Result in personal applications

Our program consists of ten stand-alone workshops listed below. Agencies experience the highest impact with the entire series, but can select from different workshops for their leaders and teams.

1. Success in the Shifting Role of Leadership
2. Effective Communications and Building a Positive Workplace
3. Coaching High Performance
4. Communications for an Inclusive Team
5. Leading Change
6. Coaching and Accountability
7. Leading Organizational Health and Strengths-Based Teams
8. Leading with Influence and Emotional Intelligence
9. Leading Process Improvement

10. Strategic Leadership

The BerryDunn program is highly customizable and can include staff surveys, reading materials, application assignments, concurrent coaching, pre/post-session surveys, and a modified approach to align with organizational goals and participant readiness. Our team works with organizational leaders to create a custom-fit program that develops skills, aligns goals, shifts attitudes, and prepares participants to apply tools and shifts in expectations. We can select the best combination of modules to achieve these objectives. We can schedule all of our training modules into four-hour blocks of time. These can be organized into eight-hour sessions in a retreat format or four-hour sessions in a classroom format.

Resource Capacity Modeling and Planning

Overview

Resource and capacity planning are often discussed in the context of IT project management. We help agencies understand their needs and their system implementation vendor's needs for resources. We help them assess their current and future capacity through our project management services. We also can address these questions at an organizational level for any type of agency business. This exercise is very similar to organizational development and business process improvement work.

Approach

We approach the beginning of these projects in very similar ways, whether we help an agency with an IT system implementation, organizational development, or business process improvement. We survey and interview staff and customers, map current and future processes, and conduct a gap analysis. However, estimating staffing resources requires different types of processes for accurately sizing the organization's team, type of activities, materials, and supplies necessary to perform the work they are doing now and planning to do in the future.

Types of estimations commonly used are bottom-up, parametric, analogous, and expert judgment. It is important to document the assumptions, constraints, and dependencies in the estimation process as these could materially translate into risks or issues in the organization if not understood correctly. The estimation process's primary benefit is that it provides details related to the type, quantity, and characteristics of resource commitment to carry on the organization's business. To accurately plan and allocate resources, it is important to use a resource breakdown structure. This tool provides a detailed breakdown of the resources by hierarchy and with categories and types. Staffing estimate activities can reoccur at regular intervals as specified in the resource plan.

Customized Training

Overview

BerryDunn has been developing and delivering customized training to agencies across the country for nearly 20 years. Our experienced trainers focus on four key areas:

1. Training needs assessment
2. Development and delivery of leadership and management training
3. Development and delivery of topic-specific training
4. Review and improvement of training and development programs

Our team does not give the same training twice. While we have a core set of training curricula and a consistent training development and implementation methodology, we do not believe “canned” approaches work to educate individuals and effect change in an organization. For each of our engagements, we build in time to customize course content and collaborate with agencies to create a training experience that best meets each agency’s specific goals and objectives.

Approach

Our training approach can be leveraged by any size organization or project with our customizable methods and tools that we tailor to meet agency needs, supported by the professional framework of expertise in the area of organizational improvement and training. Below, we provided an overview of our five-step approach to conducting training engagements.

1. **Assess educational requirements.** It is important to meet with leaders to understand organizational goals and related training objectives. This task is the foundational step in customizing a curriculum to meet the agency’s unique needs before customizing the curriculum and preparing training materials.
2. **Develop the project management plan.** The project management plan documents the training goals, curriculum outline, timeline for delivering and evaluating the training, and communication about the training that leadership provides.
3. **Develop and customize materials.** Our team customizes the training materials and instructor guides based on both the project management plan and assessment in step 1.
4. **Develop a training evaluation approach.** We use multiple evaluation methods to understand what needs improvement and instill a culture that encourages training improvement.
5. **Evaluate training.** We evaluate the training by executing the evaluation approach developed in Step 4. We also use real-time feedback from participants during the course to modify the content or design to help ensure the instruction connects with students and responds to their needs.

We can bring to an agency extensive experience providing customized training to help it achieve its organizational and project objectives.

Tab 7 – Pricing

BerryDunn is providing pricing in a separate Excel file. These are not-to-exceed rates associated with each staffing level in our firm.

Tab 8 – Value Added Products and Services

BerryDunn is experienced in a wide range of consulting services that we think will enhance and add value to the NCPA contract. Reference the sections below for an overview and approach to these valuable services.

APDs

Overview

APDs are the cornerstone by which state HHS agencies—and more specifically, State Medicaid Agencies (SMAs)—obtain FFP for their state HHS enterprise. For years, the BerryDunn team has been immersed side-by-side with state agencies and federal partners supporting the development of APDs, managing each APD's budget, and finding efficiencies by which state agencies can obtain FFP in support of their enterprise. This state, federal, and vendor partnership has combined the tools, artifacts, templates, and experience required to minimize the amount of time necessary to develop and manage APDs. Furthermore, by working side-by-side with agencies and federal partners, over time we have developed an APD toolkit—complete with tools such as an APD tracker, APD templates, and state/federal guidance to help agencies navigate the complex environment of APDs.

Approach

APD Inventory: BerryDunn will work with an agency to identify existing APDs across their enterprise, including gathering information related to the APDs, such as the start and end dates, the approved funding amounts (both state and federal shares), the next date for renewal, status, additional initiatives that might require an APD, and any other additional data deemed appropriate for APD tracking. All of this information is housed within the developed APD tracker that BerryDunn provides as part of our APD support services.

APD Processes and Procedures: In addition to assisting the agency in setting up and maintaining its APD tracker, BerryDunn will assist the agency define or enhance existing APD processes and procedures. This support will be customized to the agency's needs and may include developing APD process flows, APD templates, and accompanying written APD procedures. The process flows and procedures provide guidance to agency staff, including writing the APDs, communicating with the federal partners, submitting APDs, and communicating with the agency financial teams to track APD funding.

APD Toolkit and Guidance: Over the past several years, federal partners have released tremendous amounts of state and federal guidance that is key to the development and management of APDs. BerryDunn's team of experts have spent years gathering, analyzing, and applying state and federal guidance to help agencies to be successful. As an output from this experience, the BerryDunn team has created a tailorable suite of proven tools, templates, and guidance to assist and support the agency at every stage of the APD development and management process. The toolkit—complete with items such as an APD tracker, APD Update templates, State Medicaid Director (SMD) letters, and Code of Federal Regulation (CFR) guidance—is key to creating and managing APDs in-line with state and federal guidance. The APD Toolkit also contains helpful tips, definitions, and approval requirements based on our many years of APD experience.

MITA SS-As

Overview

The CMS MITA framework provides a common foundation for all Medicaid stakeholders to modernize Medicaid IT systems and processes to become more stable and uniform while lowering the risk of poor technology implementations.

Since 2006, when the MITA initiative was first introduced, and through MITA iterations, BerryDunn has been supporting agencies throughout the country with Medicaid enterprise projects that need to align with or are impacted by MITA. CMS introduced MITA version 3.0 in April 2012, which represented a significant shift in the way states viewed and approached the transformation of the Medicaid enterprise from MITA version 2.01. Recognizing the MITA framework's value to state Medicaid enterprises, BerryDunn has worked with agencies to implement a MITA life cycle management approach to their Medicaid system planning, procurement, and implementation projects. **BerryDunn and our project team bring extensive MITA experience, helping agencies to operate successfully within the required CMS MITA guidelines and framework.**

Approach

BerryDunn will guide the agency through the many tasks needed to update and maintain your state's MITA SS-A report. Not only will we guide the agency through the MITA SS-A process, but our project team will bring years of MITA experience that will properly document the multitude of layers of tracking MITA activities. BerryDunn advisors will work with the agency to complete the following tasks:

- **Review Past MITA SS-A Report and Materials** – Our team will take time to review past assessments because this is a critical step in conducting a current annual update. We will meet with agency business process area owners and business process owners to learn how processes were assessed and what is expected for the future.
- **Conduct Visioning Sessions** – This task will consist of several work sessions conducted with BerryDunn team members and the agency's leadership team. The sessions will uncover the agency's strategic vision and will provide an opportunity to discuss how that vision will effectively meet MITA goals and objectives. The visioning sessions will also determine agency business area and process owners for each business process, locate gaps between current and wanted conditions, and identify solutions to address gaps through process improvements.
- **Provide Research and Assessment** – This task will consist of in-depth research and information-gathering sessions to understand current business processes, technology, and information architecture within the Agency's Medicaid enterprise. During this phase, our team will utilize CMS templates to capture and record all of the relevant data needed to produce the MITA SS-A report.

- **Complete the MITA SS-A Report** – During this task, our trusted, knowledgeable team will review all of the research and documentation collected during the previous tasks and will draft an updated MITA SS-A report.
- **Perform Validation** – The final task will encompass both the agency business area and process owners reviewing and validating the information within the MITA SS-A report. Upon completion of the review, the report will become final, and the Agency can submit it to CMS for acceptance.

We will help agencies develop, update, and maintain the MITA SS-A based on their own needs, while still following the CMS MITA framework. If there are areas a state wants to focus on that are not included in the standard MITA framework, CMS is open to letting the agency customize the SS-A to gain the most value out of it.

IV&V

Overview

IV&V services are a necessary part of solution development and implementation; however, the exact role the IV&V vendor plays in a project's success varies greatly based on the practices and environment in which it is employed. While the IV&V vendor must adhere to industry standards such as the PMBOK®, the Institute of Electrical and Electronics Engineers (IEEE), and the Medicaid Enterprise Certification Toolkit (MECT), BerryDunn has identified a base of best practices—including independence and objectivity, quality, and repeatable processes—as a result of our experience as an IV&V vendor on numerous engagements. Additionally, BerryDunn creates an environment conducive to the success of IV&V, including establishing a collaborative approach and a clear, vested interest in the project's success.

The most important attribute of IV&V is independence, which sits at the core of the IV&V role. Without it, IV&V cannot successfully perform its duties as defined in federal regulations and guidance. Therefore, IV&V must remain outside of the agency's decision-making authority throughout the project life, only providing recommendations for consideration as critical decisions are made.

Approach

When we work in the IV&V role, we strive to integrate with project teams and contribute to promote a successful project outcome, while still maintaining our independence and adhering to industry IV&V standards. To facilitate our IV&V services approach, our team brings our proven, four-step, IV&V methodology detailed below in Figure 10.

Figure 10: IV&V Services Approach

BerryDunn brings a proven IV&V services approach to the project.



- **Step 1 – Plan:** During this step, we will document the agency's objectives, scope, and deliverables, and outline the activities necessary for project startup.

- **Step 2 – Review:** Our project team will review and observe program and project documentation, processes, procedures, and practices to uncover potential underlying issues and obstacles. We will maintain regular engagement with team members and stakeholders to build relationships, trust, and credibility.
- **Step 3 – Assess:** Using the information gathered throughout our review of project meetings, processes, procedures, and deliverables, our team will synthesize observations, findings, and recommendations into a clear and concise process and document review reports.
- **Step 4 – Report:** BerryDunn produces a range of agency reports—from weekly IV&V status updates and IV&V risk and issue assessments to monthly or quarterly executive briefings. We will also send the IV&V reports to the required federal agencies—such as the Food and Nutrition Service (FNS), the Administration for Children and Families (ACF), and CMS—for projects receiving funding from these agencies.

CMS Certification

Overview

CMS certification includes the activities involved in proving the viability of a vendor's solution during the planning, implementation, and operational phases of an engagement. This includes a commitment to the successful and timely certification of the solution by CMS. BerryDunn has been at the forefront of CMS certification—including piloting the MECT with CMS in West Virginia and the new outcomes-based certification (OBC) process in Ohio and Puerto Rico—and will help agencies achieve their certification objectives. We understand the rigor, proactivity, and adaptability required for CMS certification success from both the PMO and IV&V perspective.

Approach

Depending on the type of system being implemented, certification can be supported in different ways by the PMO and IV&V teams. For example, when supporting CMS certification from the PMO role to help ensure the successful certifications of MMIS modules, the BerryDunn PMO team's approach for each module solution requiring certification would include:

- Supporting the creation and/or documentation of key artifacts to support certification (or monitoring and reviewing in collaboration with other stakeholders, such as the solution vendor, as appropriate for the documentation in question). For past and current clients, key types of evidence—based on guidance in the MECT Appendix B: Required Artifacts List—have included:
 - o **R1:** Planning artifacts, such as the MITA SS-A and Roadmap, draft RFPs, the MITA Concept of Operations, IAPDs, and a draft RTM
 - o **R2:** Requirements and design documentation, UAT results, and pre-implementation documentation, such as operations and training materials that show operational readiness
 - o **R3:** Screenshots and demonstrations
- Preparing for and passing on-site or “desk”/virtual milestone reviews
- Gaining authority to operate
- Gaining certification

When supporting CMS certification from the IV&V role, the independent BerryDunn IV&V team would utilize our proven, four-step, IV&V methodology, including Plan, Review, Assess, and Report. Our IV&V integrates CMS attestation and regulatory requirements, keeping CMS certification at the forefront throughout our work on the project and providing all required reporting to CMS in the Report phase of our IV&V approach. Our team helps ensure that all deliverables, both those owned by the agency and those created by the solution vendor, comply with CMS's minimum required content in the MECT Appendix B.

QA and Testing Support Services

Overview

A core tenet of our QA and testing methodology is that many software defects and project challenges can be avoided by using industry best practices and conscious third-party assistance—in other words, **prevention versus detection**. We review and assess the quality of project management (agency organization and vendor) and project outputs (artifacts and deliverables) throughout the software development life cycle (SDLC).

This concept builds on the premise that it is typically more cost and time effective to *prevent* problems than *correct* them once they have been adopted into the processes of the project or implemented as part of the software product. The later a defect is found, the more expensive it is to correct it and the greater its impact.

Approach

Below we have listed the key areas of focus of our QA and testing methodology.

- **Project Management and Governance.** We look for efficient and effective decision-making from agency leadership, clear lines of authority and accountability between the agency and vendor and within the project teams, and adherence to agreed-upon project management processes—such as schedule and scope management—to help keep the project on track.
- **Compliance.** BerryDunn recognizes the importance of planning for system compliance from the outset of the project and proactively monitoring compliance throughout the implementation. Our team keeps compliance a priority throughout the life of the project.
- **Deliverable Review.** BerryDunn uses internally developed deliverable review checklists to help ensure that deliverables align with the most recent contract, state and federal regulations and guidance, and industry standards and best practices. Our reviews result in a recommendation to accept or reject a deliverable, supported by the findings contained in a deliverable review comment log. The presence of one or more critical comments might result in a recommended deliverable rejection. If the deliverable review team recommends returning a deliverable, the content in the deliverable review comment log will allow the review team to report on the specific expectations that were not met.
- **End-User Needs.** End-user business needs, NOT technology, should drive the system. We help to ensure that the business needs are clearly articulated and understood by the system vendor. We encourage agency participation in the review of test cases, and results to validate the technology and outputs align with user expectations.
- **Testing:** Because testing comes later in projects, the phase is often cut short when the schedule is the driver. BerryDunn's QA approach emphasizes test planning early in the project; comprehensive life cycle testing, including UAT; and the use of SMEs and users in review and execution of test cases to identify defects as early in the project as

possible—and to help ensure compliance with industry and agency requirements. This approach helps to minimize the time and costs associated with rework.

- **Requirements Traceability.** We look for evidence that the vendor methods, tools, and processes are developed and implemented to allow for backward (to the contract) and forward (to test results) requirements traceability from the initial system vendor planning documents. This will apply to development and testing, system implementation and testing, testing and verification of proper integration, formal UAT testing, and pilot testing.
- **Tools and Techniques.** We use a proactive issue and risk management approach that eliminates surprises by documenting and communicating new high-priority issues and risks to the agency project manager as we identify them—and not waiting until the next QA report's production to communicate high-priority issues and risks. We also use checklists to drive our periodic assessments and deliverable reviews; checklists contain objective assessment criteria to independently evaluate deliverables and the software.

MLC

Overview

The Medicaid Institute, LLC's MLC, a subsidiary of BerryDunn, offers extensive eLearning training experience and expertise. The MLC has provided eLearning training on various topics, ranging from the basics of Medicaid to healthcare reform to agencies across the country—such as the Michigan Department of Community Health Provider Relations Department, the Department of Vermont Health Access, and the West Virginia BMS. For example, the MLC collaborated with West Virginia BMS to develop customized eLearning training for BMS staff on the International Coding of Diseases (ICD)-10 codes. The MLC can bring the knowledge, national perspective, and lessons learned to successfully support any eLearning training initiatives that an agency might have.

Approach

We understand that each agency has different needs when it comes to Medicaid training for its staff, and the MLC will collaborate with the agency to develop an eLearning and training approach customized to meet the agency's organizational needs. Once the agency's training needs are understood, the MLC will typically utilize a three-phase approach to support project success:

1. **Phase 1 – Planning.** The planning phase activities include a project kickoff meeting and the creation and approval of the project work plan. After the initial meeting, MLC will deliver an outline of the project work plan for review and comments to the agency. The project work plan will include a list of milestones, deliverables, due dates, and assigned participants; a meeting schedule, and comments/review timeline requirements. The purpose of this section is to help ensure that all project participants have a clear understanding of the timelines for each deliverable and milestone.
2. **Phase 2 – Implementation.** During the Implementation phase, the MLC will provide the training and eLearning outlined in the project work plan developed during the Planning phase.
3. **Phase 3 – Reporting.** During the Reporting phase, the MLC will create a written report that provides an evaluation and assessment of student acceptance and retention in the eLearning training provided in Phase 2. The MLC will work with the agency to help ensure that all training and eLearning objectives were achieved during the project.

Whether the agency chooses to address its Medicaid training needs with the MLC's standard courseware or work collaboratively with the MLC to build customized modules for the agency's organization, the MLC's staff brings a depth and breadth of subject matter expertise and positive leadership to every engagement.

HIPAA Compliance

Overview

Covered entities—health plans, healthcare providers, and related business associates that electronically transmit health information—are increasingly interested in demonstrating HIPAA compliance. While HIPAA regulations, including the Privacy Rule and Security Rule, have been in effect since the early 2000s, only recently has there been sufficient energy on behalf of regulators to take enforcement seriously. HIPAA privacy and security safeguards require healthcare providers to seek meaningful-use incentives and conduct risk analyses. These incentives and increased enforcement activities are driving healthcare organizations to look carefully at their information security and data privacy control environment—and to take steps to demonstrate their compliance with HIPAA in the event of an audit by the Office for Civil Rights (OCR), the government agency responsible for enforcement.

Approach

In today's ever-changing landscape of security concerns, we recognize the importance of implementing and maintaining proper information security and privacy controls. Our approach to HIPAA compliance employs a structured methodology that reflects our experience conducting similar projects, as well as several nationally accepted frameworks. The steps to conducting a HIPAA compliance assessment include:

- **Conduct reviews of the covered entities and inventory of electronic protected health information (ePHI)** – The first step is to develop a survey that assists in identifying groups that might be required to adhere to HIPAA compliance requirements. We then analyze the results, which are used to determine which groups require a more detailed assessment to determine their applicability to the HIPAA compliance requirements.
- **Provide a risk assessment by the following methodology –**
 - o **Planning** – The tasks in this phase are: schedule and conduct an initial project planning meeting; draft the project work plan and schedule; identify the HIPAA controls needed; develop and distribute a document request list; and schedule an interview for an on-site visit, as required.
 - o **Discovery and Assessment** – The tasks in this phase include: review documentation and policy; conduct interviews; review physical security; and draft initial report findings.
 - o **Analysis** – During the analysis phase, we perform a gap and risk analysis, develop recommendations, and develop a report. The report contains an executive summary, scope and methodology, situational analysis, findings and recommendations, risk ranking, and milestone-based remediation roadmap.
- **Develop and implement plans, systems, policies, and procedures** – Based on findings from our gap analysis and on-site assessment work, we will update specific division policies, procedures, forms, and training materials. We will review the

technology that has been deployed to protect and secure ePHI and make recommendations for additional technology, as needed, to further protect the confidentiality, integrity, and availability of ePHI.

- **Train** – We will assess the effectiveness of the current HIPAA training capabilities, identify opportunities to improve the current training program, identify an updated training curriculum, develop a HIPAA training needs analysis, and develop and conduct HIPAA-related training.

Actuarial Services

Overview

BerryDunn's actuarial services help agencies manage and mitigate financial risk as they work to improve access to healthcare for the populations they serve. Our credentialed healthcare actuaries perform complex analyses and provide clear, concise, strategic advice to inform agency decision-making. We work collaboratively with agencies to understand key healthcare access issues in-depth and provide targeted and actionable recommendations.

Approach

Our team plays a key role in helping healthcare agencies maintain financial stability by accurately assessing risks. We have experience working with a wide range of organizations, such as not-for-profit managed care organizations, risk-bearing provider systems, and group health insurance purchasers to state insurance regulators and government healthcare policy agencies. We embrace innovative, creative ideas to achieve the best possible results, and tailor our engagements to meet each agency's needs, providing the right services at the right time.

Those services can include:

- Estimating and modeling risk exposure for insurers, providers, and accountable care organizations
- Pricing health insurance benefits
- Estimating incurred claims and healthcare cost trends
- Estimating the value of unpaid claim liabilities
- Providing actuarial certification of insurer liabilities
- Developing premium rates and supporting proposal documentation, and supporting agencies in rate negotiations
- Analyzing the effect of legislation on insurers and the health insurance market
- Helping insurance regulators protect consumers and help ensure the financial stability of the health insurance market, including reviewing insurance rate filings and examining insurance carrier market conduct
- Advising employers and employee benefit trusts—and other entities that either self-insure or purchase large-group insurance—on costs and options

Healthcare Policy and Economics

Overview

BerryDunn's healthcare policy and economics team provide the insights to government agencies, healthcare policy research groups, and other organizations that need to improve healthcare accessibility and affordability. We have the expertise to inform decisions related to healthcare payment reform and cost transparency, the effect of government mandates on population health and insurance costs, and market competition. We also have a comprehensive understanding of economic and quality issues in behavioral healthcare—including substance abuse disorder treatment—and of mental health coverage parity.

Approach

We tailor our support to each engagement and can help agencies by integrating:

- Statutory and regulatory analysis
- A thorough understanding of the institutional context of public healthcare programs and industry trends
- Clinical knowledge and sensitivity to the relevance of clinical judgment to the challenges at hand
- Economic and actuarial expertise
- Data management and statistical expertise, including analysis of the detailed insurance claim and other data
- Advice on interpreting policy and setting strategy for addressing healthcare finance and economics in policy forums, including legislative/regulatory proceedings

Cybersecurity

Overview

BerryDunn provides cybersecurity, information systems assurance, and advanced security services for agencies that demand a high level of security and performance from their information systems, including state and local government agencies, lotteries, third-party administrators, financial institutions, healthcare institutions, colleges and universities, and corporate entities. Our team is dedicated to helping government entities improve their cybersecurity profile, achieve regulatory compliance, and adopt information security programs to support organization and business objectives.

Approach

We provide the following services:

- IT audit and risk assessments
- Vulnerability assessments and penetration testing
- Information security program review and development
- Incidence response and disaster recovery planning
- Change management
- Virtual chief information security officer
- Cybersecurity maturity development and assessment
- Regulatory compliance assessments
- Training and development

Tab 9 – Required Documents

We have included these signed documents in the following pages. We have read and agree to the remainder of the required documents that do not have a signature page.

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Berry Dunn McNeil & Parker, LLC D/B/A BerryDunn</u>
Print Name	<u>Nicole Becnel</u>
Address	<u>100 Middle Street</u>
City, State, Zip	<u>Portland, ME 04101</u>
Authorized signature	<u></u>
Date	<u>11/19/2020</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

11/19/2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Berry Dunn McNeil & Parker, LLC D/B/A BerryDunn</u>
Address	<u>100 Middle Street</u>
City/State/Zip	<u>Portland, ME 04101</u>
Telephone No.	<u>681-313-8905</u>
Fax No.	<u>207-774-2375</u>
Email address	<u>nbecnel@berrydunn.com</u>
Printed name	<u>Nicole Becnel</u>
Position with company	<u>Principal</u>
Authorized signature	<u></u>

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

THE CITY OF ZEPHYRHILLS, FLORIDA

EXHIBIT B – UNIT LABOR RATES

Consultant shall list a complete fee schedule to be referred to when proposing services for each project assigned by the CITY OF ZEPHYRHILLS. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A.

Fees, which shall be inclusive of all overhead of Consultant, for basic services and additional services (only when approved in writing by the CITY), be reimbursed at the following hourly rates:

(Consultant to attach list of Unit Labor Rates to include “Title” and “Rate”)

Berry Dunn McNeil & Parker, LLC NCPA Rates are as follows:

- Principal \$385
- FSA Actuary/PhD Economist \$335
- Senior Manager \$295
- Manager \$260
- Senior Consultant \$230
- Staff Consultant \$205
- Editorial/QA \$140
- Paraprofessional \$70

EXHIBIT C – CONSULTANT REIMBURSABLE EXPENSE GUIDELINES

A not-to-exceed lump sum dollar amount shall be determined during the negotiation period for the purposes hereof, the term “reimbursable expenses” shall be deemed to include the following:

1. All necessary fees paid by Consultant to governmental authorities, having jurisdiction over any Project specified in a Task Assignment (Exhibit D), for securing required approval of the Project or any part of it.
2. Travel expenses incurred or paid by the Consultant for necessary travel by any principal or employee of Consultant outside of Pasco, Hillsborough, or Pinellas County, Florida, in connection with the performance of the Scope of Services. No Travel or wages will be allowed from the Consultant’s office to the project site or City offices unless authorized in advance by the CITY. For the purpose of this Agreement the Consultant, including subconsultants, agents, representatives, and employees, shall be deemed to be limited to the same extent as a CITY employee, by the affirmations, laws, and regulations that govern eligibility for travel reimbursement and amount of reimbursement.
3. The direct reasonable cost to Consultant for copying, reproduction of plans and other documents required in connect with any Project specified in the Task Assignment except as provided in paragraph 10 of the Contract.
4. Consultant shall obtain the prior approval of CITY before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by Consultant will be deemed to be reimbursable expense.
5. Consultant shall bear and pall all overhead and other expenses, except for the reimbursable expenses specified and defined above, incurred by Consultant in the performance of the Services.
6. Prior to authorizing Consultant to provide any Services or to incur any reimbursable expenses under a Task Assignment pursuant to this Agreement, CITY shall request that Consultant in writing advise CITY of (i) the estimated time of Consultant’s personnel and the estimated fees thereof for the proposed services to be specified in the Task Assignment; and (ii) the estimated charge to CITY for the reimbursable expenses applicable to the contemplated Services to be performed by Consultant under the proposed Task Assignment. Consultant shall promptly supply such estimate to CITY based on Consultant’s good faith analysis.

EXHIBIT D – TASK ASSIGNMENT

1. PURPOSE

This is a Task Assignment to the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT dated _____ between THE CITY OF ZEPHYRHILLS, Florida and Berry Dunn McNeil & parker, LLC (consultant) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT to provide consulting services when as authorized by the CITY's representative, when deemed necessary.

2. METHOD OF COMPENSATION

Payment shall be in accordance with the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the services described herein, shall not exceed _____ DOLLARS (\$0.00), which includes an allotment of _____ DOLLARS (\$0.00) for reimbursable expenses, for a total not-to-exceed fee of _____ DOLLARS (\$0.00). At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment.

3. STANDADRD OF CARE

The CONSULTANT agrees that the plans, specifications, and studies produced as a result of this Task Assignment will be produced in accordance with generally accepted professional standards as to completeness, correctness and suitability for the purpose intended.

4. PROCESS

The following Task Assignment Process shall be followed when services are required. The CONSULTANT shall provide a complete and detailed proposal to include material and labor, and shall submit its proposal in the following format to CITY for review, revision and approval.

The CONSULTANT, at minimum, shall be required to provide the following detail in its proposal:

Attachment 1 – Scope of Services

Attachment 2 – Project Schedule

Attachment 3 – Consultant' Project Team Members

Attachment 4 –Total Cost for Services

Attachment 5 – Truth in Negotiation Certificate (as required per Florida Statues)

All attachments to this Exhibit D are required for a complete Task Assignment to the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT.

ATTACHMENT 1 – SCOPE OF SERVICES

All terms used herein shall have the same meaning as defined in the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, CITY and Consultant agree, by signature, to the details negotiated in this Task Assignment.

(Consultant shall provide a complete and detailed written scope of services for the project.)

ATTACHMENT 2 – PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of a purchase order issued by the CITY. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the City's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for default.

CITY's Project Manager and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date.

The date of Substantial Completion for the Work established by this Task Assignment shall be on or before XX/XX/XXXX. Accordingly, the contract period for the Work is established as XX calendar days from the receipt of a purchase order issue by the CITY.

ATTACHMENT 3 – CONSULTANT’S PROJECT TEAM MEMBERS

CONSULTANT shall provide the name, title, and responsibility for each of the CONSULTANT’S employees proposed to complete the Scope of Services identified in Attachment 1 of this Task Assignment. CONSULTANT shall also provide the contact information for the CONSULTANT’S Project Manager assigned to this project.

(Consultant to attached list of project team members for this project)

ATTACHMENT 4 – TOTAL COST FOR SERVICES

Consultant shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit D, Attachment 1. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit B to the BUSINESS AND IT CONSULTING AND ADVOSRY SERVICES CONTRACT.

(Consultant to attach proposal)

ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unity costs supporting the compensation under the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT between the CITY OF ZEPHYRHILLS, Florida and Berry Dunn McNeil & Parker, LLC dated _____ are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this _____ day of _____, 20_____.

By: _____ (affiant's signature)

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, personally appeared _____
[*name of affiant and title*] of Berry Dunn McNeil & Parker, LLC who after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____,
20_____ by _____ [*name of affiant*]. He/she is personally known to me or has produced _____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type of Print Name

COMMISSION SEAL/NUMBER:

BUSINESS ITEMS/PUBLIC HEARING 3.1

Sarah Vande Berg Tennis Center Housing Developer's Agreement No. 41-22-01

Second Reading **SVB Housing, LLC's Healthier Stay Planned Unit Development (PUD) consists of approximately 10.15 Acres MOL (Parcel No's. 04-26-21-0000-00200-0012 and 04-26-21-0000-00200-0011) and is generally located on the west side of Simons Road, north of Crestview Landing Way. Estimated Population Density of the Development is 6.8 persons per acre. Proposed uses include: a mix single-family and townhomes at 14.0 units per acre and a maximum height of 2 stories; a 32,235 sq. ft. dormitory building (29 units) with a maximum height of 3 stories; a +/- 22,500 sq. ft. mixed-use medical/office/residential building with a maximum height of 48 feet; and a +/-27,300 sq. ft. Indoor Multi-Purpose Recreation/Tennis Facility with a maximum height of 48 feet.**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers SVB Developer's Agreement No. 41-22-01 on the Second Reading

Issue:

A Development Agreement (DA) has been prepared that is associated with SVB Housing project along Simons Road.

Background:

The Florida Statutes and the City's Land Development Code authorize local governments to enter into a Development Agreement that is in the City's interest. The purpose of the DA is to ensure that the developer, upon receipt of all development permits, that the SVB Housing project may proceed in accordance with the PUD Master Plan, construction plans, and the subject DA. The DA sets forth specific obligations of the parties including but not limited to:

- City will provide \$176,000 in impact fee credits;
- Developer shall dedicate 1.083 acres for the construction of SVB indoor facility;
- Developer shall dedicate .542 acres of right-of-way along Simons Road;
- Developer shall be responsible for the design, engineering, and construction of the roadway improvements;
- Developer and City will enter into a separate cross parking agreement;
- Developer shall be responsible for the design and installation of all water and sewer infrastructure;
- Developer will take ownership and ongoing maintenance of liftstation #69 located at the SVB Tennis Center. The station will be upgraded, if needed, to handle all flow of the SVB Tennis Center, SVB indoor, and all phases of the SVB Housing project;

- City will remove SCADA controls, panel, and tower from the lift station;
- The Developer shall be responsible for the design, engineering, and construction of all stormwater infrastructure improvements serving their project and all parking areas for the SVB indoor facility;
- City agrees to design the exterior of the indoor facility to be consistent with the SVB Tennis Center and SVB Housing development;

Two public meetings are required for the subject DA. The affected property owners have been noticed and the DA has been appropriately advertised.

Attachment(s):

1. DEVELOPMENT AGREEMENT SVB HOUSING FINAL 4.28.22
2. SVB Housing Location Map

Fiscal Impact:

Total impact fee credits of \$176,000 will be applied to the project over phases I, II, and III.

Staff Recommendation:

The Developer's Agreement is in compliance with the City's Land Development Code and Florida Statutes. Staff and the City Attorney have reviewed the Developer's Agreement and recommend approval.

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ZEPHYRHILLS AND
SVB HOUSING, LLC AND SVB RESIDENTIAL, LLC

THIS AGREEMENT made and entered into this day of , 2022, by and between the City of Zephyrhills, a political subdivision of the State of Florida, by and through its City Council, hereinafter referred to as (“CITY”) and SVB HOUSING, LLC and SVB Residential LLC. hereinafter referred to as (“DEVELOPER.”)

WITNESSETH:

WHEREAS, the CITY is authorized by the Florida Local Government Development Act, sections 163.3220-163.3243, Florida Statutes, to enter into a development agreement with any person(s) having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, the Florida Local Government Development Act, as set forth in section 163.3220, Florida Statutes, the City of Zephyrhills Land Development Code (hereinafter “Zephyrhills LDC”), and the City of Zephyrhills Code of Ordinances authorizes the use of development agreements in order to eliminate uncertainty in approval of a development, encourage sound capital improvement planning and financing, and encourage a commitment to the comprehensive planning process. Both the Act and the Zephyrhills LDC attempt to insure developers, upon receipt of all development permits, that the development may proceed in accordance with a development agreement; and

WHEREAS, the DEVELOPER is the owner of that certain property located in the City of Zephyrhills, Pasco County, Florida described and depicted on Exhibit “A” (SVB HOUSING & SVB Residential) attached hereto, collectively referred to as the “SVB Housing Project”; and

WHEREAS, City of Zephyrhills Ordinance No. 1428-21 (recorded in OR Book 10464, Page 616, Official Records of Pasco County, Florida) which established the PUD zoning designation of the SVB Housing Project (Exhibit “B”) is hereby incorporated by reference, and all conditions and design guidelines contained therein are also incorporated into this Agreement; and

WHEREAS, the DEVELOPER and the CITY desire to entire into this Agreement to state the obligations of the parties with respect to such improvements;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the CITY and the DEVELOPER hereby agree as follows:

A. Recitals and Exhibitions

The foregoing recitals and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

B. Purpose and Intent

It is the purpose and intent of this Agreement to set forth terms and conditions of the development approval of the SVB Housing Project as same relate to the design, right-of-way and stormwater dedication, and construction of certain dedications and site related improvements. Agreement is

intended to further define the terms and conditions of the CITY's and the DEVELOPER's participation in and respective to obligations provided herein. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

C. General Requirements

- 1. Legal Description(s):** The land subject to this Agreement is identified on Exhibit "A" attached hereto and made a part hereof. Pursuant to section 163.3239, Florida Statutes, the obligations, burdens, restrictions and conditions of this Agreement shall be binding upon and the benefits shall inure all such legal owners and their successors in interest of any of the land subject to this Agreement.
- 2. Duration and Effective Date:** This Agreement shall become effective on the date (the "Effective Date") the last of the following occurs: 1) this Agreement is fully executed by the DEVELOPER and the CITY; and 2) this Agreement is approved by City Council. The obligations set forth in this Agreement shall be completed or satisfied within ten (10) years from the Effective Date and the rights bestowed by this Agreement shall be perpetual, subject to the conditions precedent or termination provisions set forth herein or mutual agreement.
- 3. Development Uses of Land:** Ordinance No. 1428-21 and the approved PUD Master plan relating to Exhibit "A" shall set forth the permitted uses for the respective property;
- 4. Zoning and Comprehensive Plan Issues:** The land use designations for the Gateway Project under the Future Land Use Element of the City of Zephyrhills Comprehensive Plan is RU (Residential Urban) The CITY has found the zoning of the SVB Housing Project as PUD (assigned by Ordinance No. 1428-21) to be consistent with the land use designations for the SVB Housing Project established in the Future Land Use Element of the City of Zephyrhills Comprehensive Plan.
- 5. Findings:** The CITY has found the SVB Housing Project, as conditioned, permitted and approved to be consistent with the provisions of the City of Zephyrhills Comprehensive Plan and the Zephyrhills LDC.
- 6. Reservations or Dedications for Public Purpose:** All reservations and dedications for Public purposes shall be provided in accordance with this Agreement.
- 7. Public Health, Safety and Welfare:** The conditions, terms, restrictions and other requirements determined to be necessary by the CITY for public health, safety or welfare of its citizens are identified and included with the Preliminary Plat/Construction plans for the SVB Housing Project, and this Agreement.
- 8. Local Development Permits:** Prior to commencement of construction of any improvements, the DEVELOPER shall obtain all necessary development approvals in accordance with the Zephyrhills LDC. This provision does not exempt any developer from obtaining all other permits required by agencies with jurisdiction over its respective project.
- 9. Compliance with Legal Requirements and Permitting:** The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve any developer of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

D. Additional Requirements

- 1. Impact Fees:** The DEVELOPER shall be responsible for payment of all required impact fees; except that set forth below;

• Phase 1 - Credits

• Transportation Impact Fee Credit for Right-of-way	\$27,020.00
• Sewer Connection Fees for liftstation ownership	\$62,930.00
• Park Impact fee credits for land	\$19,228.74

• Phase 2 or 3 – Credits

• Park Impact fee credits for land	\$48,423.90
• Transportation Impact Fee Credit for Right-of-way	\$18,397.36

TOTAL CREDITS	\$176,000
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- 2. Roadway Improvements and Dedications:** The DEVELOPER shall be responsible for the design, engineering and construction of all roadways improvements within and servicing the project as identified on Exhibit “C” attached hereto and made a part hereof.

- a. The DEVELOPER shall be required to obtain and provide to the CITY a minimum of three (3) bids/quotes for proposed roadway improvements and construct the drive aisle and drive connection from “SVB Tennis Center” to “SVB Housing” as such areas are identified on Exhibit “C”.
- b. The DEVELOPER shall dedicate to the CITY that certain land necessary for:
 - i. 1.083 acres for the construction of the SVB indoor facility as shown on Exhibit “D” attached hereto and made a part hereof.
 - 1 If the City fails to begin developing of the Indoor Facility within a maximum of 5 (five) Years of this Agreement, then SVB shall have right to receive the Land back and will pay back all Impact Fee Credits previously received as value for the Land.
 - 2 If the City intends to develop the Land with anything other than tennis center related facilities they must receive approval from SVB.
 - 3 City agrees to negotiate in good faith with Tennis Pro Florida, LLC to operate the indoor facility.
 - ii. Additional .542 acres of right-of-way along Simons Road as shown on Exhibit “E” attached hereto and made a part hereof.
- c. Each right-of-way dedication shall be made at time of plat.
- d. DEVELOPER and the City shall enter into a cross parking agreement for the SVB indoor facility, the commercial phase of SVB Housing and the existing Tennis Center. If there is a permanent change in use of the SVB Dormitory Housing, as that area is identified on Exhibit “C”, to apartments for rent or fee owned condominiums, the then current parking requirements

for such use shall be met. If there is a change in use of the SVB Housing, as that area is identified on Exhibit “C”, from Dormitory to Multi-Family/Apartment Housing, the DEVELOPER shall be required to pay the difference in impact fee credits.

- e. The DEVELOPER shall provide a maintenance bond for initial one-year period. If the cost of the Maintenance Bond is greater than \$1,000.00; then the City of Zephyrhills has the option to pay the amount exceeding the \$1,000.00 or waive the maintenance bond requirement.

3. Utility Infrastructure and Dedications: The DEVELOPER shall be responsible for the design and installation of all water and sewer infrastructure, including reclaimed water, serving the SVB Housing Project. Water and Sewer utilities shall remain private in perpetuity. Three (3) potable water master meters shall be installed, one (1) each for the dormitory, mixed-use building, and residential subdivision. One (1) reclaimed water master meter shall be installed for the residential subdivision if needed. DEVELOPER is required by City ordinance to connect to and use reclaimed water for irrigation.

- DEVELOPER will take over ownership and ongoing maintenance of liftstation #69 located at the SVB Tennis Center. The station will be upgraded if needed to handle all flow of the SVB Tennis Center, SVB indoor facility SVB Housing Project and all proposed phases of such development;
- City will remove SCADA controls, panel, and tower. SVB Housing will add appropriate controls after the City removes it's system.

4. Stormwater Facilities: The DEVELOPER shall be responsible for the design, engineering and construction of all stormwater infrastructure and facility improvements within and serving the SVB Housing Project including all parking areas on 6419 Simons Road, drive aisles, and SVB Housing structures.

The City shall be responsible to provide stormwater infrastructure for the indoor facility.

5. Tree Removal and Mitigation: A tree removal permit shall be required for the SVB Housing Project, and, specifically, only for land to be owned and managed by SVB Housing, LLC. DEVELOPER is not responsible for trees on land owned by the City. The DEVELOPER shall be responsible for the replacement and/or payment of mitigation fees for all protected and grand trees six (6) inches DBH (diameter at breast height) or greater, in accordance with the requirements Part 7.06.00 of the Zephyrhills LDC.

- a. Replacement trees shall be in the form of lot trees, street trees, retention pond plantings, and other landscaped areas.
- b. The DEVELOPER shall not be responsible for the replacement or payment of mitigation fees for trees that are less than six (6) inches DBH in size; trees that are dead, dying, diseased, or otherwise in a poor condition; trees that are hazardous to persons or property; invasive or exotic species; or trees that are otherwise exempt, as determined by a Florida-licensed arborist and in accordance with the Zephyrhills LDC.

- c. The DEVELOPER shall be entitled to tree preservation credits for protected and grand trees preserved on site.

6. **Design Standards:** City agrees to design the exterior of the indoor facility to be consistent with the SVB Tennis Center and SVB Housing development. **City will provide an Exterior conceptual rendering once received from City's design professional.**

6. Dormitory Use Change: The SVB Dormitory is intended for student housing and only interim-period for non-student housing. Students have priority over non-students when filling vacant rooms. Sufficient space shall be reserved to allow housing of students that may arrive after the beginning of a semester or term. The interim period to allow for non-student housing shall be allowed for up to two years from the building's opening. If a longer interim period is needed to stabilize then that must be approved by the City but not unreasonably withheld. Any permanent change in use from dormitory shall require approval from the City.

E. General Provisions

1. **Termination:** The CITY shall provide the DEVELOPER with a written Notice of Termination stating the CITY's intent to terminate and describe those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, the CITY may terminate this Agreement without further notice and the DEVELOPER shall not thereafter be entitled to any impact fee credits, reimbursement or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to the CITY under Florida law, but is an addition hereto.
2. **Notices:** All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered when actually received, or, if earlier and regardless of whether actually received, one (1) day after deposit with Federal Express or comparable one-day express delivery system or transmission by facsimile, addressed to the addressee at its address as set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this section and actually received by the addressee.

If to the City: Attn: City Manager
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

If to the Developer: Attn: Todd Lovinger
SVB Housing/SVB Residential
2310 W Bristol Ave
Tampa FL 33609

3. **Entire Agreement:** This Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein and this Agreement supersedes all prior and contemporaneous agreements, understandings, representations,

communications, and statements, either oral or written, provided however, that nothing shall relieve the DEVELOPER of any development approval requirements or conditions previously imposed, or authorized to be imposed under the Zephyrhills LDC or Comprehensive Plan for future permits required, except as specifically waived herein.

4. **Modification:** Neither this Agreement, nor any portion thereof, may be waived, modified, amended, discharged nor terminated except as authorized by law pursuant to an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
5. **Waiver:** The failure of any party to this Agreement to object to or take affirmative action with respect to any conduct of the other which is a violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach of any future violation, breach or wrongful conduct.
6. **Contract Execution:** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one and the same agreement.
7. **Headings:** All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.
8. **Severability:** In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.
9. **Preparation of Agreement:** The parties hereto agree that each played an equal part in the negotiation and drafting of this Agreement and in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties of this Agreement. In the event of a conflict between this Agreement and the zoning conditions of approval relating to matters set forth in the Agreement, this Agreement shall govern.
10. **Strict Compliance with Laws:** The DEVELOPER agrees that the acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state and local laws, rules, regulations, standards and guidelines.
11. **Signatories Authority:** By execution hereof the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.
12. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any litigation arises from this Agreement shall be in Pasco County, Florida.
13. **Successors and Assigns:** The terms of this Agreement shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners

may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any assignee shall be entitled to the rights and powers of such participation hereunder. No such consent shall be required for an assignment, in whole or in part, to any of the DEVELOPER's affiliates. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereof, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The CITY, at its option, may assume any of the rights and obligations set forth in this Agreement.

IN WITNESS WHERE OF, the parties hereunto set their hands and seals the day and year first above written.

(DEVELOPER)

By: _____

Name: _____

CITY OF ZEPHYRHILLS

By: _____

W. Alan Knight, Council President

ATTEST:

Lori L. Hillman, City Clerk

Approved as to form and content

Matthew E. Maggard, City Attorney

LEGAL DESCRIPTION

Commercial Parcel Descriptions:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 3.448 ACRES, MORE OR LESS.

Residential Parcel Description:

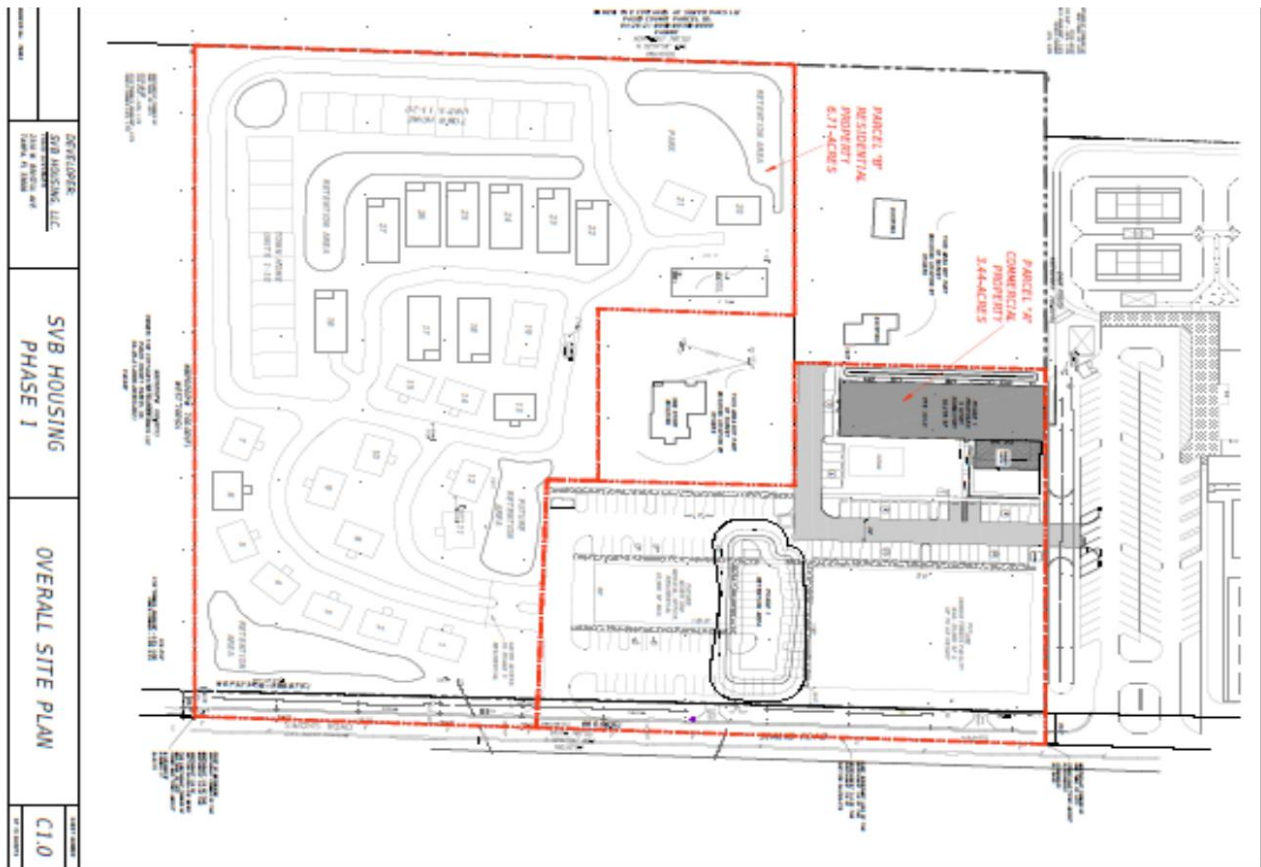
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Exhibit “B”
Ordinance 1428-21

DRAFT

Exhibit "C"



Developer is responsible for design, engineering and construction of the drive aisle running from the connector from the SVB Tennis Center Parking lot south through the parking area in between the Apartment Building and the future Indoor Sports Facility and then west to the south side of the Apartment building. Developer will pave ADA parking spots and parking spots south of the Apartment building. Other parking spots will remain grass.

The City of Zephyrhills will be responsible for design, engineering and construction of the remaining paving required to complete the Parking Area when the City of Zephyrhills begins construction on the future Indoor Sports Facility and will be responsible for all future maintenance.

Exhibit "D"

Parcel for Indoor Facility and parking area to the west of the Indoor Facility

LEGAL DESCRIPTION:

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CONTAINING 1.083 ACRES, MORE OR LESS.

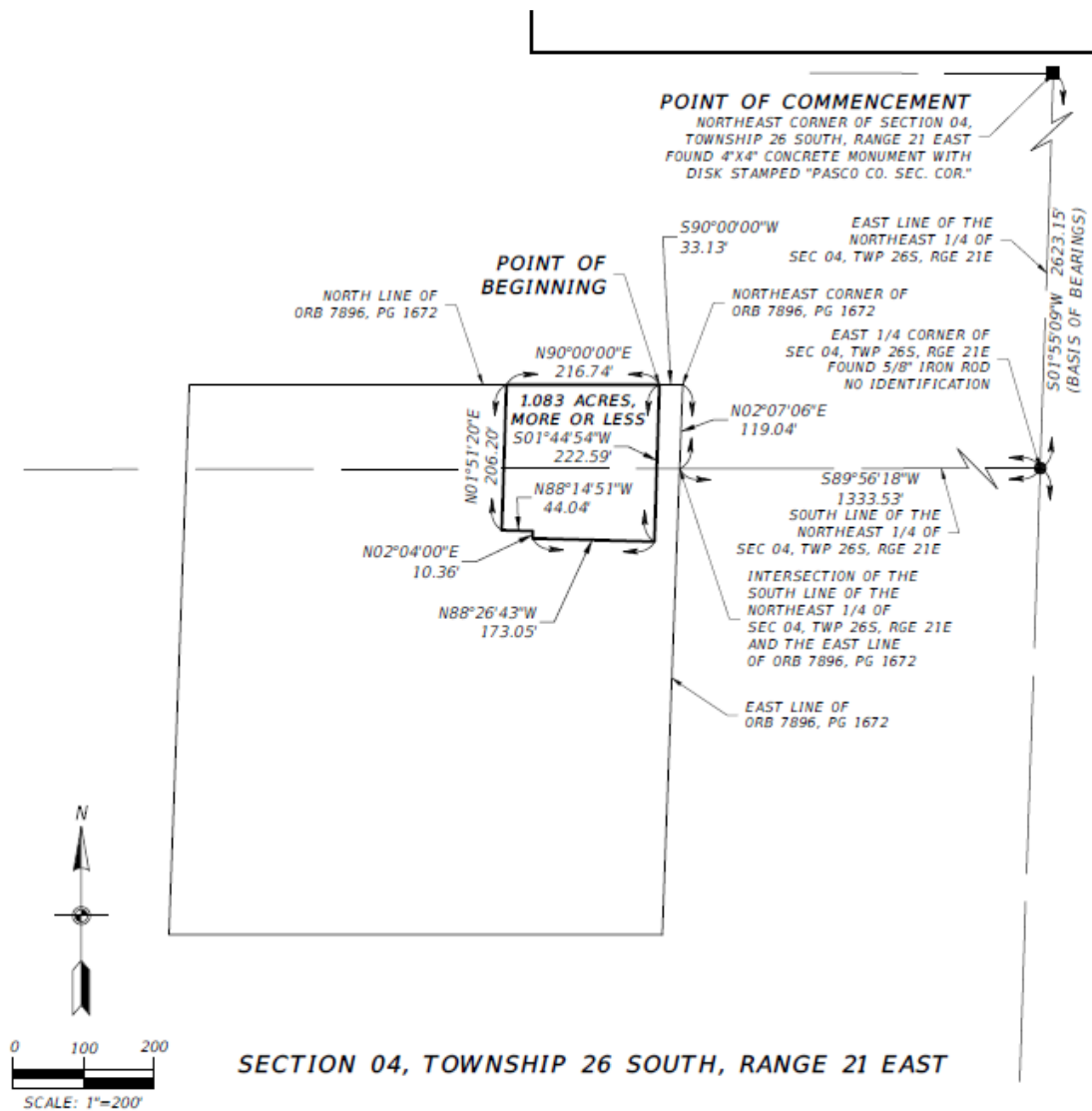
SHEET 1 OF 3

DATE: 10/05/2021
PROJECT NUMBER: 2021610.00
DRAWN: E. WHITTENBARGER
CHECKED: J. SCHWARTZ

HEALTHIER STAY
PASCO COUNTY

GPI

GPI GEOSPATIAL, INC. (GPI)
3051 E. LIVINGSTON STREET, SUITE 300,
ORLANDO, FL 32803, PHONE: (407) 851-7880
PROFESSIONAL SURVEYOR & MAPPER
BUSINESS LICENSE NUMBER: LB6748



SHEET 2 OF 3

DATE: 10/05/2021
PROJECT NUMBER: 2021610.00
DRAWN: E. WHITTENBARGER
CHECKED: J. SCHWARTZ

**HEALTHIER STAY
PASCO COUNTY**

GPI

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3051 E. LIVINGSTON STREET, SUITE 300,
ORLANDO, FL 32803. PHONE: (407) 851-7880
PROFESSIONAL SURVEYOR & MAPPER
BUSINESS LICENSE NUMBER: LB6748

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS SKETCH OF DESCRIPTION WAS PREPARED UNDER THE SUPERVISION OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11), WEST ZONE (0902), WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 01°55'09" WEST.

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4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

5. THIS SKETCH IS BASED ON AN EXISTING BOUNDARY SURVEY PREPARED BY CRIBB PHILBECK WEAVER GROUP, INC. (CPWG), PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB8232, PROJECT NUMBER 210002, DATED 02/18/2021, AS PROVIDED BY THE CLIENT.

6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

7. THIS SKETCH IS NOT A SURVEY.

ABBREVIATIONS:

COR. = CORNER
CO. = COUNTY
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
RGE = RANGE
SEC = SECTION
TWP = TOWNSHIP

SHEET 3 OF 3

		I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
REVISION	BY	DATE	JEFFREY M. SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: L56618 DATE
DATE: 10/05/2021		GPI GPI GEOSPATIAL INC. (GPI) 3051 E. LIVINGSTON STREET, SUITE 300, ORLANDO, FL 32803, PHONE: (407) 851-7880 PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB6748	
PROJECT NUMBER: 2021610.00			
DRAWN: E. WHITTENBARGER			
HEALTHIER STAY PASCO COUNTY			
CHECKED: J. SCHWARTZ			

Exhibit "E "
Right of Way

LEGAL DESCRIPTION:

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CONTAINING 0.542 ACRES, MORE OR LESS.

SHEET 1 OF 3

DATE: 08/18/2021

PROJECT NUMBER: 2021610.00

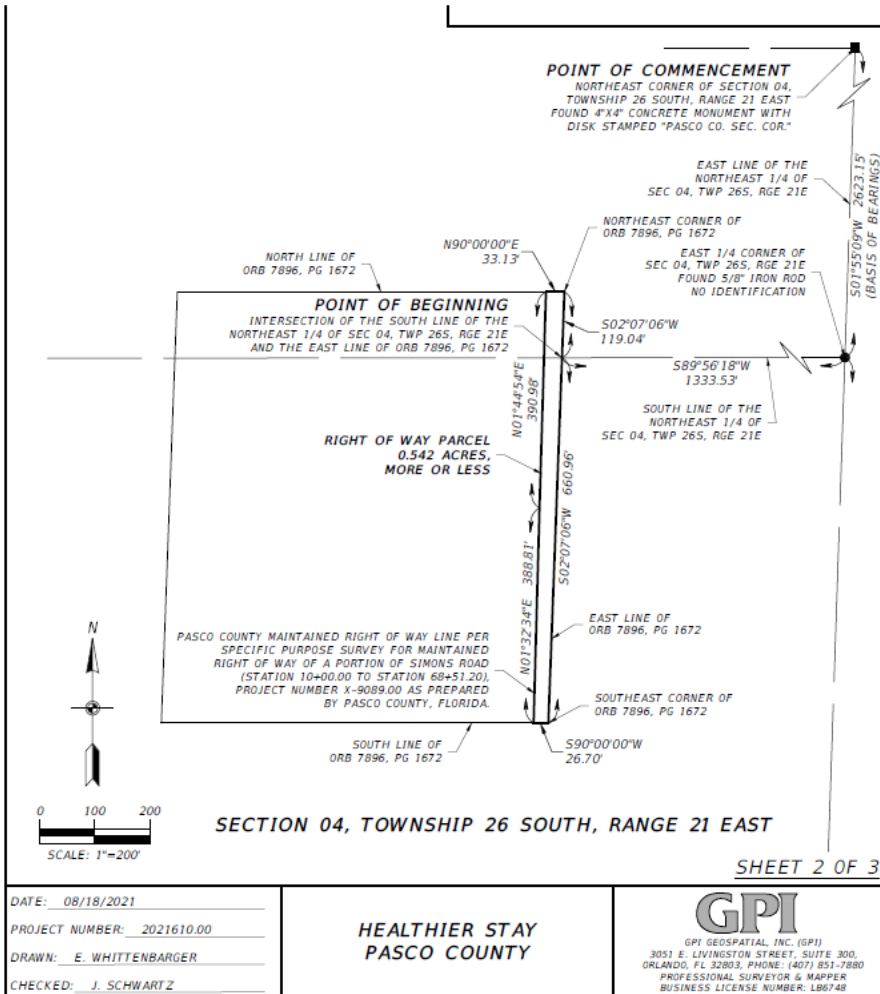
DRAWN: E. WHITTENBARGER

CHECKED: J. SCHWARTZ

HEALTHIER STAY
PASCO COUNTY

GPI

GPI GEOSPATIAL, INC. (GPI)
3051 E. LIVINGSTON STREET, SUITE 300,
ORLANDO, FL 32803, PHONE: (407) 851-7880
PROFESSIONAL SURVEYOR & MAPPER
BUSINESS LICENSE NUMBER: LB6748



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SHEET 3 OF 3

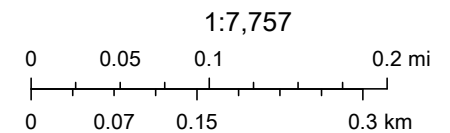
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REVISION	BY	DATE	JEFFREY M. SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: LS6618 DATE
DATE: 08/18/2021			GPI GPI GEOSPATIAL, INC. (GPI) 3051 E. LIVINGSTON STREET, SUITE 300, ORLANDO, FL 32803; PHONE: (407) 851-7880 PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB6748
PROJECT NUMBER: 2021610.00	HEALTHIER STAY PASCO COUNTY		
DRAWN: E. WHITTENBARGER			
CHECKED: J. SCHWARTZ			

SVB Housing PUD Location Map



12/22/2021

- Zhills_EnGov_Map - Zhills Addresses EnGov
- Zhills_EnGov_Map - City Parcels



State of Florida, Maxar, Esri, HERE, Garmin, iPC

BUSINESS ITEMS/PUBLIC HEARING 3.2

First Reading **ORDINANCE NO. 1436-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance 1436-22 on the First Reading

Issue:

Request for SIMULTANEOUS REVIEW of applications to annex, amend the comprehensive plan (small-scale future land use map amendment) and rezone submitted by Heyl Truck Lines, Inc. for approximately 5.0 acres of real property generally located at 4909 Kitty Hawk Drive, Zephyrhills

Background:

The Subject Property is located within the jurisdictional boundaries of Pasco County but is contiguous to the City's boundaries, abutting properties located within the city directly to the south and west. Said property is the subject of an annexation; small-scale future land use map amendment, proposing to change the FLU classification from Pasco County Industrial Light to City IN - Industrial; and a zoning amendment, changing from County AC to City LI - Light Industrial

Attachment(s):

1. Ordinance 1436-22 Heyl Investments II, LLC Annexation
2. 4904 Kittyhawk Dr. Location Map

Fiscal Impact:

n/a.

Staff Recommendation:

staff and the Planning Commission Recommend approval.

ORDINANCE NO. 1436-22

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA
ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN
THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS PURSUANT TO
THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN
ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS
AMENDED.**

WHEREAS, the City is authorized by Chapter 171, Florida Statutes, to annex contiguous and infill area, and to extend the City limits upon receipt of written consent of the land owner, together with the approval of the City Council after public notice and public hearing; and

WHEREAS, Heyl Investments II, LLC, as owner of the lands described in Section 2 below, consented to annexation by the City of Zephyrhills of said lands described in Section 2 below; and

WHEREAS, the City Council has reviewed and evaluated the applications submitted, and has determined that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Regulations.

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

Section 1: The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2: The following lands, lying and being situated in Pasco County, Florida to-wit:

Parcel/Tax ID No.: 18-26-21-0010-01100-0000

Physical Address: 4904 Kittyhawk Drive

Legal Description:

Tract 11, Section 18, Township 26 South, Range 22 East, ZEPHYRHILLS COLONY COMPANY LANDS according to the plat thereof as recorded in Plat Book 1, Page 55, of the Public Records of Pasco County, Florida.

Acreage: 5.0 Acres (MOL)

the same are hereby annexed to and included within the boundaries of the City of Zephyrhills, Florida, a municipal corporation.

Section 3: Said lands are contiguous to or infill of the present City limits of the City of Zephyrhills. That said lands are now unincorporated and lie within the same County as said City, and when annexed would form a compact addition to the incorporated territory of said City. That the owners of said lands contained in the said area to be annexed have given written consent to have such area annexed.

Section 4: The City of Zephyrhills, Florida, is authorized by the legislature of the State of Florida, pursuant to Section 171.044, F.S. and pursuant to the Charter of the City of Zephyrhills, to annex contiguous and infill areas and to extend the City limits or territorial boundaries upon receipt of written consent of all owners of land contained in the area to be annexed, together with the approval of the city Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

Section 5: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1436-22 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of June, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance No. 1436-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of June, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

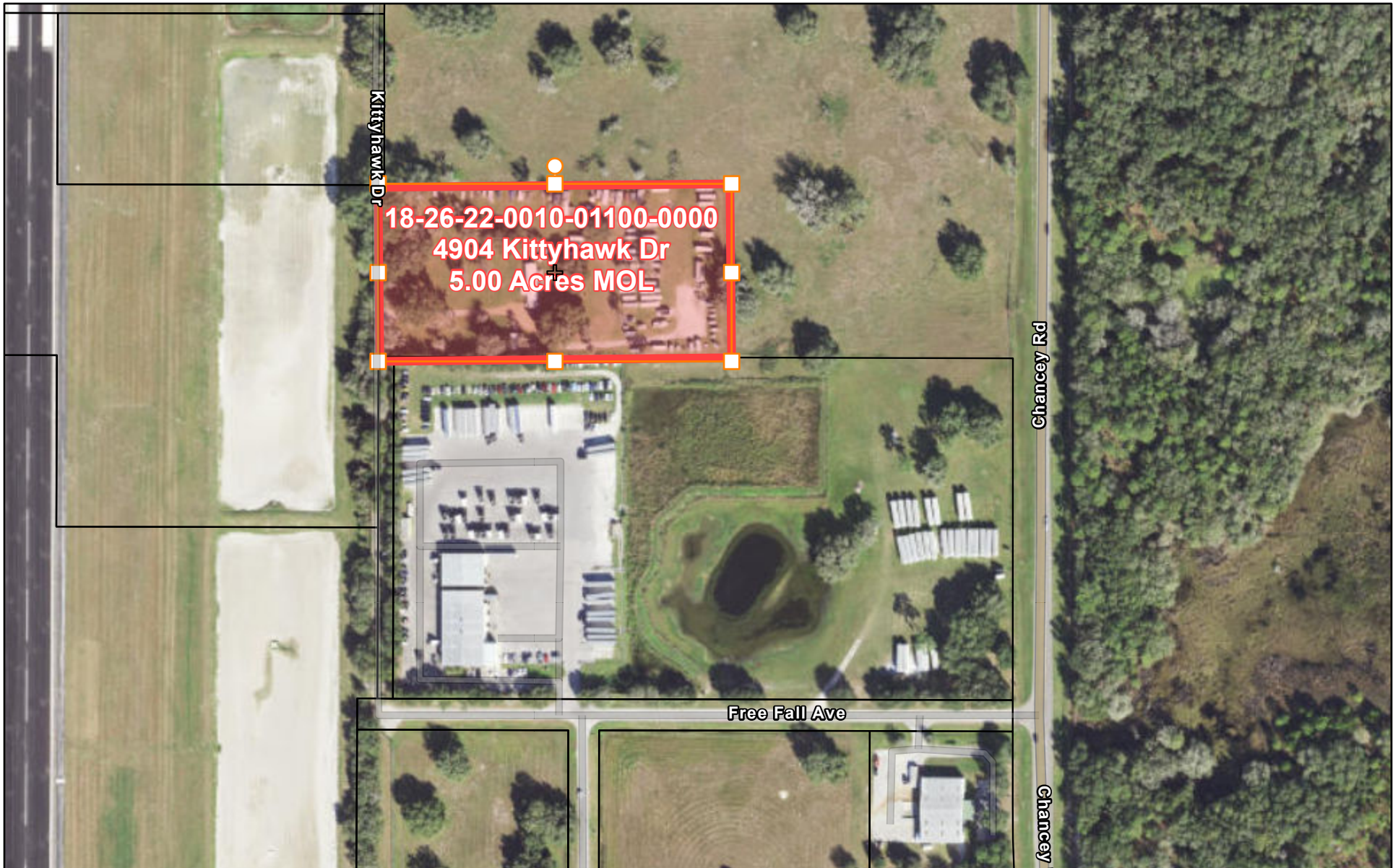
The foregoing Ordinance No. 1436-22 was approved by me this 27th day of June, 2022.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney

4904 Kittyhawk Dr



5/27/2022

☐ Zhills_Parcels_EnGov

World Imagery

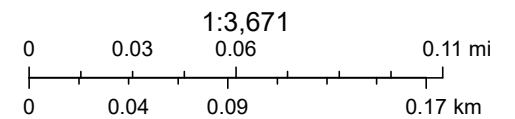
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Audrey McGuire
City of Zephyrhills

CITY OF **ZEPHYRHILLS**

2022 Utility Capacity Fee Study

May 9, 2022



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EXECUTIVE SUMMARY

INTRODUCTION

The City of Zephyrhills’ (City) utility system, similar to other publicly owned utility systems, must make the necessary capital commitments necessary to expand water and sewer system facilities to serve new growth. The utility business is capital intensive and requires the commitment of significant resources in advance of the growth in demand. A capacity fee is a charge imposed on new users of real property to help finance the capital cost of constructing public facilities necessary to serve new residents and businesses. The purpose of a capacity fee is to assign, to the extent practical, growth-related capital costs to those new residents or users responsible for such additional costs. The capacity fee is a new user’s contribution to those facilities that are required in order to provide a comparable level of service to that which is being provided to existing customers.

The report herein outlines the methodologies, assumptions, and considerations in the update of the City’s water and sewer capacity fees. The following summarizes the City’s existing single family residential water and sewer capacity fees compared to the fully calculated capacity fees based on the analysis in this report:

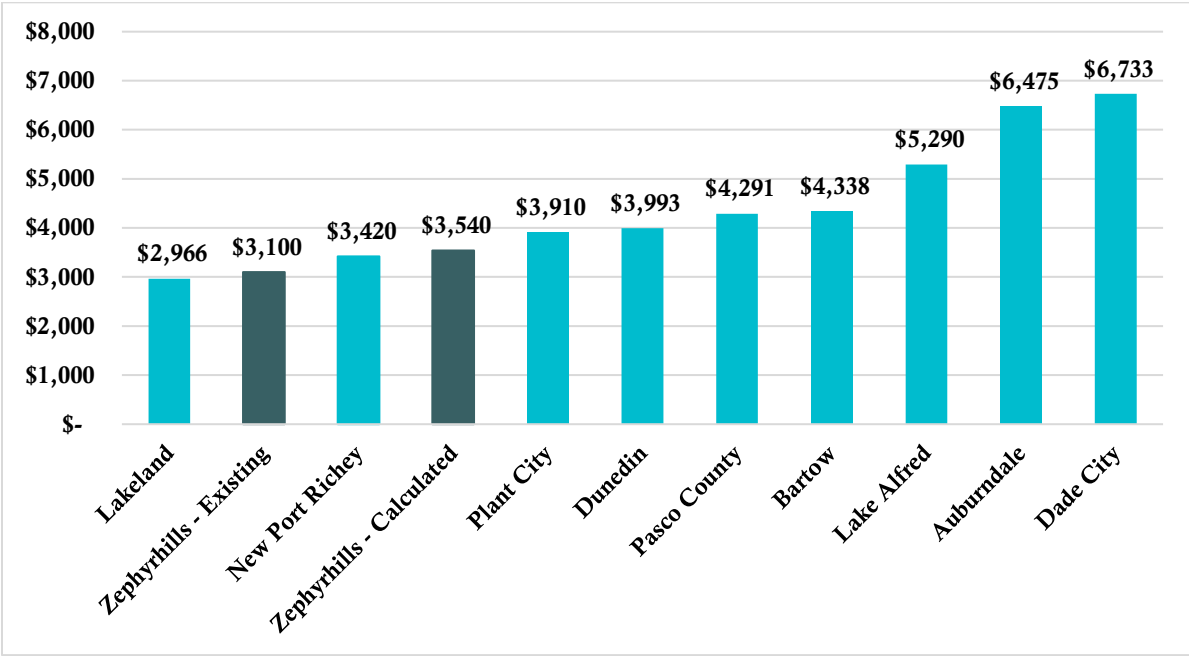
Table ES- 1: Existing and Calculated Single Family Residential Capacity Fees

Description	Existing	Calculated	Difference
Water Capacity Fee	\$1,010.00	\$1,140.00	\$130.00
Sewer Capacity Fee	\$2,090.00	\$2,400.00	\$310.00
Total	\$3,100.00	\$3,540.00	\$440.00

As shown above, the total calculated water and sewer capacity fee is \$3,540 per equivalent dwelling unit (EDU). This represents a \$440 increase from the existing capacity fees. Other residential land uses (i.e., Duplex, Apartment/Condominium, Mobile Home, and Travel Trailer) are assessed the capacity fee based on the number of EDUs. The existing EDU factors for these land uses are provided on Table 4 in Section 2. This study recommends consolidating the five residential land uses into two residential land uses. Section 2 provides a discussion and analysis of the proposed land uses and updated EDU factors based on current customer demand characteristics. The fee for all non-residential or commercial customers is based on the City’s existing EDU schedule as shown in Table 1 below.

A comparison of the City’s single family residential water and sewer capacity fees with other nearby utilities are shown below for informational purposes. The City’s calculated capacity fees are very competitive with the other utilities surveyed.

Figure ES- 1: Single Family Residential Water and Sewer Capacity Fee Comparison



FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

As set forth herein, our findings, conclusions and recommendations are summarized below:

1. The calculation of the capacity fees outlined in this report are reasonably related to the cost of providing capital facilities needed to accommodate new growth. The fees set forth in this report are based on the proportionate share of infrastructure required to meet the demands of growth.
2. The calculated water and sewer capacity fees are designed to minimize the impact of funding growth-related projects on existing ratepayers and for growth to pay its own way.
3. The calculated single family residential water and sewer capacity fees is lower than most nearby utilities surveyed.
4. This report provides a proposed consolidation of residential land uses and updated EDU values for the City's consideration.
5. The City should evaluate its capacity fees no later than 2026 so that it maintains appropriate fee levels to keep pace with inflation and changing trends within the service area. The City should update the fees sooner if actual costs are significantly higher than planned, or if additional growth-related projects are identified.

SECTION 1. INTRODUCTION

INTRODUCTION

The City of Zephyrhills (City) provides water and sewer service to properties located within the City limits and certain unincorporated areas in Pasco County. The City has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the City's water and sewer capacity fees. Capacity fees are an important source of income for municipalities to fund infrastructure costs related to growth. The study herein is based on the costs to provide the necessary infrastructure to meet the demands of growth based on data specific to each service and related to the City's characteristics. The calculated capacity fees set forth in this study are consistent with industry practices and generally acceptable capacity fee methodologies.

CAPACITY FEE BACKGROUND

The purpose of water and wastewater capacity fees are to assign, to the extent practical, growth-related capital costs to those new customers or development responsible for such additional costs. To the extent new population growth and associated development imposes identifiable capacity-related capital costs to water and wastewater utility services, modern capital funding practices include the assignment of such costs to those new residents and commercial entities responsible for those costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way" to avoid overburdening existing users with the cost of expansion.

SUMMARY OF REPORT

In addition to Section 1, this report is subdivided into two (2) other sections. The following is a brief discussion summarizing the remaining sections:

Section 2. Water Capacity Fee – This section details the analysis and assumptions used to calculate the water capacity fee that will be charged to development requiring utility capacity and is based on current and local data. Also, this section includes a discussion and analysis for updated Equivalent Dwelling Unit factors for the residential land use categories.

Section 3. Sewer Capacity Fee – This section details the analysis and assumptions used to calculate the sewer capacity fee that will be charged to development requiring utility capacity and is based on current and local data.

SECTION 2. WATER CAPACITY FEE

INTRODUCTION

Water capacity fees are one-time charges assessed against new water customers or developers to recover a proportional share of the capital costs incurred by the City to provide water capacity for new customers. This capacity may be already constructed, funded, and available in existing facilities, or the service capacity may be planned and included as future capital projects in a capital improvement program (CIP). Capacity fees are an important funding mechanism to ensure justifiable cost recovery and to limit the burden of water ratepayers funding growth related projects.

This section of the report includes a review of the City's existing water capacity fees and discusses the updated calculation of the proposed capacity fees. Additionally, this section includes a discussion of updated equivalent dwelling unit values for the residential land use categories. Finally, a comparison of the existing and calculated fees with other nearby utilities is provided.

EXISTING WATER CAPACITY FEES

The City's existing water capacity fees were last updated in 2017, pursuant to Resolution No. 737-17, and are assessed to new customers based on the number of Equivalent Dwelling Units (EDU) as set forth in Exhibit B of Resolution No. 737-17 and as shown in Table 1 below:

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Table 1: Existing Equivalent Dwelling Units

Description [1]	EDU
Residential	
Single Family	1.00
Duplex	1.90
Apartment/Condominium (master meter) per living unit	0.70
Mobile Home (per space)	0.50
Travel Trailer (per space)	0.25
Commercial	
Adult Living Facilities:	
Common Dining Area (per bed)	0.30
Separate Kitchen in each Unit (per unit)	0.70
Bar/Cocktail Lounge (per 10 seats/stools)	0.60
Barber/Beauty Shop (per shampoo sink)	0.40
Banquet Room (per 15 seats)	0.50
Car Wash:	
Drive Thru (recycled water) (per bay)	1.50
Drive-through (per bay)	3.00
Self-Service (per bay)	2.00
Church (per 100 seats)	1.20
Convenience Store:	
Without Gas Facilities	1.00
With Gas Facilities (per restroom)	1.00
Gas Station (per restroom)	1.00
Hospital (per bed)	0.60
Hotel/Motel (per room)	0.50
Laundromat (per machine)	1.10
Pool-Commercial (includes pool house if on same meter)	1.00
Warehouse-Mixed Use (per 1,000 square feet)	0.30
Warehouse-Bulk Storage Use (per 1,000 square feet)	0.10
Nursing Home-with Common Dining Area (per bed)	0.30
Office (per 1,000 square feet)	0.60
Restaurant:	
Conventional (per 10 seats)	0.50
Fast Food/Drive-Through (per seats)	1.00
Deli/Sandwich Shop-No dishwasher and disposable dinnerware only (per 10 seats)	0.30
Retail (per 1,000 square feet)	0.18
Theater (per 75 seats)	0.60

[1] For those uses not listed in the table above, the Utilities department shall calculate an EDU value based on standard engineering principles and available data on water and wastewater demand created by such uses in the City and in accordance with Ordinance No. 818-02 and Ordinance No. 819-02.

The following table presents the City's existing water capacity fees assessed to customers per EDU. As shown below, the outside city fee per EDU is 25% higher than the inside city fee.

Table 2: Existing Water Capacity Fees

Description	Per EDU
Inside City	\$1,010.00
Outside City	\$1,262.50

RESIDENTIAL EDU ANALYSIS

As shown on Table 1 above, the City's EDU schedule includes five different residential land use categories. These categories include: Single Family, Duplex, Apartment/Condominium, Mobile Home, and Travel Trailer. One of the objectives of the capacity fee study involved evaluating the existing EDU values for these residential land use categories. One method used to evaluate the existing EDU values is to review the current demand characteristics among the City's residential customers. To complete this analysis, the City provided detailed customer billing data for the 12 consecutive months ending February 28, 2022. The information contained in the data included the account number, rate code, number of units, and the metered monthly water usage. The table below provides a summary of the usage characteristics for residential customers based on the billing data provided:

Table 3: Residential Usage Characteristics (March 2021 – February 2022)

Land Use	Average Monthly Use/Unit (Gallons)	Ratio to Single Family	Peak Monthly Use/Unit (Gallons)	Ratio to Single Family
Single Family	3,105	1.00	3,624	1.00
Duplex [1]	N/A	N/A	N/A	N/A
Apartment/Condominium	3,338	1.07	3,674	1.01
Mobile Home	1,760	0.57	2,193	0.61
Travel Trailer	1,150	0.37	1,753	0.48

[1] Raftelis was unable to identify the Duplex land use category within the customer billing data. However, it is assumed that the usage characteristics for each unit of the duplex is similar to that of Single Family and Apartment/Condominium since the usage characteristics for these land uses is relatively low per unit.

As shown above, the average and peak monthly use per unit for the Single Family and Apartment/Condominium classes have similar usage characteristics, while the Mobile Home and Travel Trailer classes have comparable demands per unit. Based on this information, it is recommended the City consolidate the five land use categories into two land use categories which will simplify the existing EDU schedule. This consolidation of land uses, as well as the proposed EDU values is shown on the table below.

Table 4: Proposed Residential EDU Factors

Existing Land Use	Existing EDU Factor	Proposed Land Use	Proposed EDU Factor
Single Family	1.00	Residential	1.00
Duplex	1.90		
Apartment/Condominium	0.70		
Mobile Home	0.50	Mobile Home/Travel Trailer	0.50
Travel Trailer	0.25		

A comparison of the existing and proposed capacity fees for these land uses are provided later in this section.

CAPACITY FEE METHODOLOGIES

There are numerous approaches to determining capacity fees that have been adopted by water utilities across the state of Florida and the country. However, two approaches are most often used and are recognized in the industry as cost-justified by the American Water Works Association (AWWA) and Water Environmental Federation (WEF)¹. These two approaches are the System Buy-In method and the Incremental Cost method.

Under the System Buy-In method, capacity fees are based upon the “buy-in” concept that existing users, through service charges and other up-front charges, have developed a valuable public capital facility. This method is appropriate for utility systems, or components of utility systems, with additional capacity already in place, and provides an estimate of the cost of providing a unit of capacity based upon the net equity of the existing assets. This method calculates a fee based upon the proportional cost of each user’s share of the existing system capacity available for new customers. The costs of the facilities are based on a review of fixed asset records and can be based on original asset costs, or may include escalation of the original asset costs to current dollars. Excluded from the calculation are local service lines that are dedicated to serving only existing customers, vehicle and minor equipment costs, and assets contributed by or paid for by developers.

The Incremental Cost method focuses on the cost of adding additional facilities to serve new customers. It is most appropriate in situations where additional capacity and/or trunk line extensions/expansions to provide service to new customers and the costs of the capacity can be tied to an approved CIP or master plan. Under this method, it is important that any proposed capital projects required to address deficiencies in the existing facilities be excluded from the determination of the capacity fee. This includes projects required to meet new or existing regulatory requirements and/or renewals and replacements of existing facilities.

The capacity fee proposed in this report is based on a hybrid approach that combines the System Buy-In method and the Incremental Cost method. This hybrid approach recognizes that new customers of water and wastewater systems benefit from both facilities already in place and improvements to expand or extend those facilities. Under this method, the charge is determined to reflect the average unit cost of the planned

¹ AWWA Manual M26 – Water Rates and Related Charges, Ch. 3: System Development Charges, pp. 19-33.

system capacity at the end of the capital planning period based on previous and planned investments in the system divided by the total capacity available in those facilities.

DESIGN OF WATER CAPACITY FEE

Two significant components need to be addressed in the design of water capacity fees: 1) the level of service to be apportioned to the applicants that request system capacity; and 2) the amount of capital costs to be recovered from a new customer requesting service. Both of these issues are related to the level of the capacity fee expressed on an EDU basis which represents the average capacity required to service a typical individually metered single family residential account.

LEVEL OF SERVICE REQUIREMENTS

Level of service (LOS) is an indicator of the amount of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand for each public facility. The LOS commonly used for water service is the amount of flow (usually gallons) allocable to each EDU expressed on a daily basis. The LOS generally represents the amount of capacity allocable to an EDU, whether such capacity is actually used or not (commonly referred to as "readiness to serve"). An EDU is representative of the average capacity required to service a typical individually metered single family residential account. This class of users typically utilizes a 3/4" meter and represents the largest customer class served by a public utility and generally the lowest level of usage requirements for a specifically metered account. Table 5 summarizes the level of service standards incorporated into this capacity fee analysis.

Table 5: Water Level of Service per EDU

Description	Gallons per Day [1]
Water	200

[1] Amount obtained from Article V of the City's Land Development Code.

CAPITAL COSTS RECOVERED

Capacity

Water capacity fees typically include the growth-related infrastructure costs associated with water supply, treatment, and transmission. The City has made a substantial investment in these types of facilities with capacity available for new users. The water system has a permitted average daily use of 3.308 million gallons per day (MGD) as required by the Southwest Florida Water Management District (SWFWMD). The table below provides the existing permitted capacity of the water treatment facilities expressed on an average daily flow basis:

Table 6: Existing Permitted Capacity of the Water System

Description	MGD (ADF)
Well #2	0.204
Well #3	0.442
Well #4	0.378
Well #5	0.504
Well #10	0.450
Well #11	0.580
Well #12	0.504
Well #13	0.246
Total	3.308

In reviewing the water production data for the past three fiscal years, the average daily flow has ranged between 2.350 MGD and 2.412 MGD. Since capacity is available to serve the anticipated near-term growth in the City's water service area, it is appropriate to include the value of existing facilities in the water capacity fee calculation.

Buy-In Value

The value of existing assets was determined based on the City's fixed asset records as of September 30, 2021. The fixed asset records included a complete listing of assets with its asset number, book cost (Original Cost), accumulated depreciation, date in service, useful life (in years), and net book value. The original costs from the fixed asset records were escalated to current values based on the Engineering News Record (ENR) construction cost index. The ENR index provides an annual average index of construction and material costs which can be measured year after year to determine the relative cost of materials purchased in prior years to present costs. For the existing assets, the approach used is to develop the replacement cost new less depreciation (RCNLD), which subtracts the modified accumulated depreciation (adjusted for the cost index) from the current replacement cost. The total net book value and RCNLD costs from the fixed asset records were approximately \$55.4 million and \$73.2 million, respectively.

The fixed assets were also classified by functional categories such as treatment and transmission to identify which of the assets are part of the major system backbone infrastructure and thus should be part of the capacity fee calculation. Local service lines that are dedicated to serving only existing customers, vehicles and minor equipment costs, and assets contributed by or paid for by developers are not included in the water capacity fee calculation. A summary of the functionalization of the approximately \$73.2 million in existing assets is shown in the table below:

Table 7: Functionalization of Fixed Asset Listing

Description	RCNLD Amount
Water Treatment	\$3,630,940
Water Lines	13,407,080
Sewer Treatment	28,366,540
Sewer Lines	10,654,270
Lift Stations	7,564,740
General Plant [1]	9,145,460
Contributed Assets	76,920
Grants	324,610
Total	\$73,170,560

[1] General plant primarily includes vehicles, machinery, equipment, meters, and hydrants.

As shown in Table 7, the total RCNLD water line amount is approximately \$13.4 million. In order to differentiate between the major system backbone infrastructure (transmission) water lines and the local service distribution lines in the fixed asset records, staff provided a detailed listing of all the water lines from the City's GIS system. The water line data included information such as the size (diameter), length of pipe, and type of material. The \$13.4 million in water lines were allocated to each pipe size based on the length of the pipe. For the purposes of the capacity fee calculation, lines that were 8-inches and greater in diameter were considered part of the major transmission facilities and included in the water capacity fee calculation. Excluded from the calculation were lines that were 6-inches and less in diameter which were considered part of the local distribution system. The table below summarizes the water line data:

Table 8: Water Line Summary

Diameter	Length (feet)	%	RCNLD Estimated [1]	Transmission /Distribution
1	1,528	0.17%	22,338	Distribution
1.25	1,977	0.22%	28,896	Distribution
1.5	8,391	0.91%	122,636	Distribution
2	248,088	27.04%	3,625,909	Distribution
4	43,304	4.72%	632,906	Distribution
6	49,964	5.45%	730,245	Distribution
8	427,297	46.58%	6,245,110	Transmission
10	13,127	1.43%	191,858	Transmission
12	123,244	13.44%	1,801,253	Transmission
14	250	0.03%	3,660	Transmission
24	155	0.02%	2,270	Transmission
Total	917,326	100.0%	\$13,407,080	

[1] The \$13.4 million in water line cost from the fixed asset records are allocated to each pipe size based on the length of the pipe.

Table 9 summarizes the value of existing water assets with capacity available to serve new customers:

Table 9: Water Buy-In Value

Description	RCNLD Amount
Treatment	\$3,630,940
Transmission	8,244,151
Total	\$11,875,091

Incremental Cost

The City's capital improvement program for the Fiscal Years 2022 through 2027 outlines a number of capital improvements for the utility system. The CIP includes approximately \$48 million in capital projects to be completed over the 6-year period. For the capacity fee calculation, only expansion-related system-wide water treatment and major backbone transmission costs were recognized. Generally distribution/collection project costs were not recognized because they: i) do not provide a system-wide benefit (i.e., distribution/collection facilities tend to benefit specific customers or portions of the service area); ii) in many instances, are funded by a specific charge applied to a customer (i.e., water meter installation fee); or iii) are contributed to the City as part of the development process (i.e., it is not appropriate for a developer who has contributed the distribution/collection assets to pay a capacity fee which includes recovery of distribution/collection projects). The table below summarizes the capital projects eligible to be recovered through the water capacity fees.

Table 10: Growth Related Water Capital Improvement Projects

Project	Treatment/ Transmission	Six-Year Total
New Well Construction	Treatment	\$1,750,000
12" Water, Chancey/CR39 Copeland to Tucker	Transmission	2,000,000
8" Water Main Extension, Alston Ave to Tucker Road along Gall Blvd	Transmission	800,000
Hidden River Tie in	Transmission	300,000
Water line Palm Grove/Autumn Palm to 301	Transmission	500,000
New Water Department, Property Purchase, Design, Engineering, Buildings, Construction, etc. [1]	Treatment	1,750,000
Total		\$7,100,000

[1] The total 6-year cost for this project is \$3.5 million. 50.0% of the project cost has been allocated to sewer.

WATER CAPACITY FEE CALCULATION

As discussed previously, the capacity fees in this report are calculated based on the hybrid method which combines the System Buy-In approach to recover the value of available capacity in existing facilities and the Incremental Cost approach. In addition to the existing facilities, various core system improvement projects as shown in Table 10 will benefit both existing and future customers and is allocated appropriately. This method calculates a fee based upon the proportional cost of each existing and future customer's share of the system capacity.

To determine the water unit cost of capacity, the sum of the RCNLD of the existing water system assets and the incremental costs of the projects benefitting new growth are divided by the total permitted capacity

of 3.308 MGD. Transmission capacity is based on the treatment capacity. This calculation produces a unit cost expressed in gallons per day. Multiplying this unit cost by the City's level of service for water determines the capacity fee per EDU.

Table 11 summarizes the calculation of the water capacity fee under the hybrid approach:

Table 11: Water Capacity Fee Calculation

Description	Amount
Treatment	
RCNLD of Existing Facilities	\$3,630,940
Other Planned Improvements	3,500,000
Total Treatment Facilities Cost	<u>\$7,130,940</u>
Permitted Capacity (MGD)	3.308
Treatment Cost per Gallon	\$2.16
Level of Service	200
Calculated Treatment Fee per EDU	\$431.08
Transmission	
RCNLD of Existing Facilities	\$8,244,151
Other Planned Improvements	3,600,000
Total Transmission Costs	<u>\$11,844,151</u>
Permitted Capacity (MGD)	3.308
Transmission Cost per Gallon	\$3.58
Level of Service	200
Calculated Transmission Fee per EDU	\$716.00
Total Water Capacity Fee per EDU	\$1,147.09
Total Water Capacity Fee per EDU (rounded)	\$1,140.00

As shown on the table above, the calculated water capacity fee is \$1,140 per EDU compared to the existing fee of \$1,010, which represents an increase of \$130 or 12.9%. The table below provides a comparison of the existing and calculated fees for the residential land uses based on the updated EDU values mentioned earlier in this section.

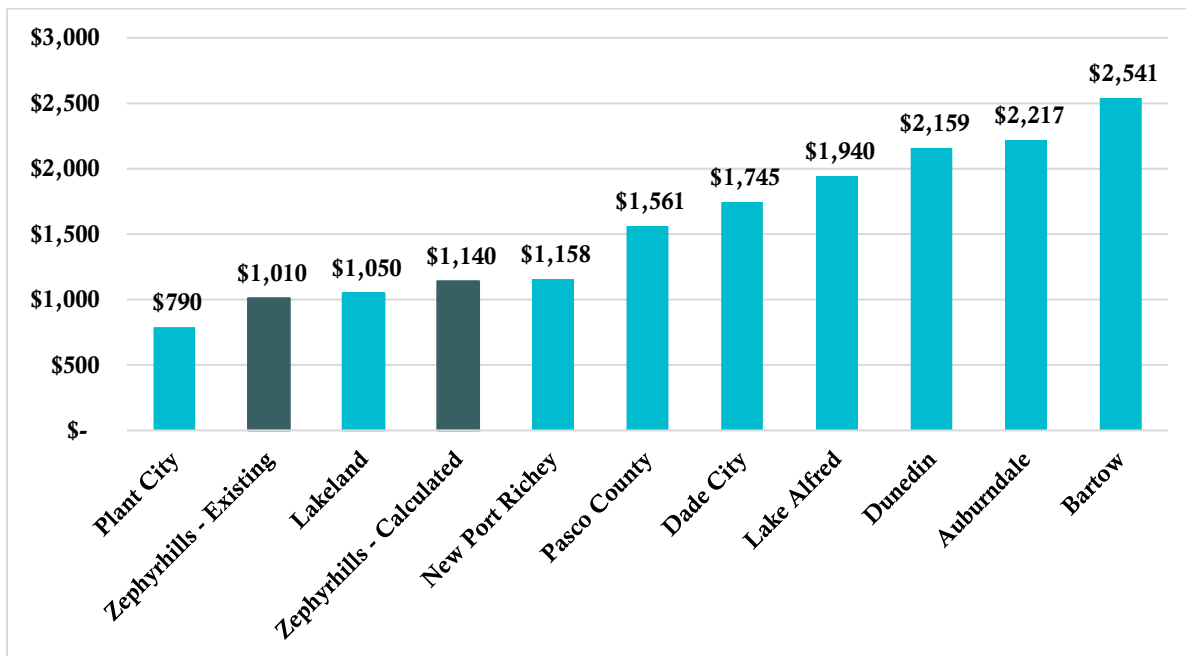
Table 12: Residential Water Capacity Fee Bill Comparison

Existing Land Use	Proposed Land Use	Existing Fee	Calculated Fee	\$ Difference
Single Family	Residential	\$1,010	\$1,140	\$130
Duplex	Residential	\$1,919	\$2,280	\$361
Apartment/Condominium	Residential	\$707	\$1,140	\$433
Mobile Home	Mobile Home/Travel Trailer	\$505	\$570	\$65
Travel Trailer	Mobile Home/Travel Trailer	\$253	\$570	\$317

WATER CAPACITY FEE COMPARISON

Figure 1 below provides a comparison of the existing and calculated water capacity fees to other nearby utility providers:

Figure 1: Single Family Residential Water Capacity Fee Comparison



Comparing the capacity fees with other representative utilities can provide insights regarding a utility's expansion needs and the pricing policies related to recovering these capital improvements. However, care should be taken in drawing conclusions from such a comparison, as lower fees may not necessarily represent a community with less expansion-related capital needs. Some communities may choose not to update their capacity fees often or may choose to adopt capacity fees below the true cost to provide an additional unit of capacity as a result of policy decisions. Other factors also affect the level of these capacity fees including but not limited to, geographical location, anticipated demand, customer constituency, and the fee-setting methodology.

SECTION 3. SEWER CAPACITY FEE

INTRODUCTION

Sewer capacity fees are one-time charges assessed against new sewer customers or developers to recover a proportional share of the capital costs incurred by the City to provide capacity for new customers. This capacity may be already constructed, funded, and available in existing facilities, or the service capacity may be planned and included as future capital projects in a CIP. Capacity fees are an important funding mechanism to ensure justifiable cost recovery and to limit the burden of ratepayers funding growth related projects.

This section of the report includes a review of the City’s existing sewer capacity fees and discusses the updated calculation of the proposed capacity fees. Additionally, this section includes a comparison of the existing and calculated fees with other nearby utilities.

EXISTING SEWER CAPACITY FEES

Similar to the water capacity fees, the City’s existing sewer capacity fees were also updated in 2017, pursuant to Resolution No. 737-17, and are assessed to new customers based on the number of EDUs as shown in Table 1 above. The following table presents the City’s existing sewer capacity fees assessed to customers per EDU:

Table 13: Existing Sewer Capacity Fees

Description	Per EDU
Inside City	\$2,090.00
Outside City	\$2,612.50

As shown above, the outside city fee per EDU is 25% higher than the inside city fee.

CAPACITY FEE METHODOLOGIES

As mentioned in Section 2, there are numerous approaches to determining capacity fees that have been adopted by utilities across the state of Florida and the country. However, two approaches are most often used and are recognized in the industry as cost-justified by the AWWA and WEF². These two approaches are the System Buy-In method and the Incremental Cost method. A brief description of these two approaches may be found in Section 2.

Similar to the water capacity fee calculation, the calculated sewer capacity fees discussed in this report are also based on the Hybrid approach, that combines the System Buy-In and Incremental Cost methods. The Hybrid approach is appropriate since there is significant investment in existing assets that have capacity for growth, and the City has identified certain required improvements over the next several years to accommodate new growth.

² AWWA Manual M26 – Water Rates and Related Charges, Ch. 3: System Development Charges, pp. 19-33.

DESIGN OF SEWER CAPACITY FEE

Two significant components need to be addressed in the design of sewer capacity fees: 1) the level of service to be apportioned to the applicants that request system capacity; and 2) the amount of capital costs to be recovered from a new customer requesting service. Both of these issues are related to the level of the capacity fee expressed on an EDU basis which represents the average capacity required to service a typical individually metered single family residential account.

LEVEL OF SERVICE REQUIREMENTS

LOS is an indicator of the amount of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand for each public facility. The LOS commonly used for wastewater service is the amount of flow (usually gallons) allocable to each EDU expressed on a daily basis. The LOS generally represents the amount of capacity allocable to an EDU, whether such capacity is actually used or not (commonly referred to as "readiness to serve"). An EDU is representative of the average capacity required to service a typical individually metered single family residential account. This class of users typically utilizes a 3/4" meter and represents the largest customer class served by a public utility and generally the lowest level of usage requirements for a specifically metered account. Table 14 summarizes the level of service standards incorporated into this sewer capacity fee analysis.

Table 14: Sewer Level of Service per EDU

Description	Gallons per Day [1]
Sewer	168

[1] Amount obtained from Article V of the City's Land Development Code.

CAPITAL COSTS RECOVERED

Capacity

Sewer capacity fees typically include the growth-related infrastructure costs associated with wastewater treatment, disposal, and transmission. The City has made a substantial investment in these types of facilities with capacity available for new users. The City's wastewater treatment plant has been rated to provide 4.500 MGD of capacity, however, the City's permitted average daily use is 3.850 MGD based on where the plant's effluent must be deposited.

In reviewing the wastewater flow data for the past three fiscal years, the average daily flow has ranged between 1.647 MGD and 1.705 MGD. Since there is capacity available to serve the anticipated near-term growth in the City's sewer service area, it is appropriate to include the value of existing facilities in the sewer capacity fee calculation.

Buy-In Value

The value of existing facilities was determined based on the City's fixed asset records as of September 30, 2021. The fixed asset records included a complete listing of assets with its asset number, book cost (Original Cost), accumulated depreciation, date in service, useful life (in years), and net book value. Similar to the water capacity fee calculation, the original costs from the fixed asset records were escalated to current values based on the ENR construction cost index. For the existing assets, the approach used is to develop the RCNLD, which subtracts the modified accumulated depreciation (adjusted for the cost index) from the current replacement cost.

The fixed assets were also classified by functional categories such as treatment and transmission to identify which of the assets are part of the major system backbone infrastructure and thus should be part of the capacity fee calculation. Local service lines that are dedicated to serving only existing customers, vehicles and minor equipment costs, and assets contributed by or paid for by developers are not included in the sewer capacity fee calculation. A summary of the functionalization of the approximately \$73.2 million in existing assets is shown in Table 7.

The RCNLD sewer line amount identified from the fixed asset records totaled approximately \$10.7 million. To differentiate between the major system backbone infrastructure (transmission) sewer lines and the local service collection lines in the fixed asset records, staff provided a detailed listing of all the sewer lines from the City's GIS system. The sewer line data included information such as the size (diameter), length of pipe, and type of material. The \$10.7 million in sewer lines were allocated to each pipe size based on the length of the pipe. For the purposes of the capacity fee calculation, lines that were 8-inches and greater in diameter were considered part of the major transmission facilities and included in the sewer capacity fee calculation. Excluded from the calculation were lines that were 6-inches and less in diameter which were considered part of the local collection system. The table below summarizes the sewer line data:

Table 15: Sewer Line Summary

Diameter	Force (feet)	Collector (feet)	Total Length	%	RCNLD Estimated [1]	Transmission /Collection
4	86,913	0	86,913	13.90%	\$1,481,359	Collection
6	38,704	22,925	61,630	9.86%	1,050,423	Collection
8	17,087	380,787	397,874	63.65%	6,781,417	Transmission
10	11,555	21,110	32,665	5.23%	556,748	Transmission
12	28,258	16,287	44,544	7.13%	759,218	Transmission
16	40	824	864	0.14%	14,734	Transmission
18	0	593	593	0.09%	10,102	Transmission
20	16	0	16	0.00%	269	Transmission
Total	182,573	442,526	625,099	100.0%	\$10,654,270	

[1] The \$10.7 million in sewer line cost from the fixed asset records are allocated to each pipe size based on the length of the pipe.

Table 16 summarizes the value of existing sewer assets with capacity available to serve new customers:

Table 16: Sewer Buy-In Value

Description	RCNLD Amount
Treatment	\$28,366,540
Lift Stations	7,564,740
Transmission	8,122,488
Total	\$44,053,768

Incremental Cost

The City's capital improvement program for the Fiscal Years 2022 through 2027 outlines a number of capital improvements for the utility system. The CIP includes approximately \$48 million in capital projects to be completed over the 6-year period. For the sewer capacity fee calculation, only expansion-related system-wide wastewater treatment and major backbone transmission costs were recognized. Generally collection project costs were not recognized because they: i) do not provide a system-wide benefit (i.e., collection facilities tend to benefit specific customers or portions of the service area); ii) in many instances, are funded by a specific charge applied to a customer; or iii) are contributed to the City as part of the development process (i.e., it is not appropriate for a developer who has contributed the collection assets to pay a capacity fee which includes recovery of collection projects). The table below summarizes the capital projects eligible to be recovered through the sewer capacity fees.

Table 17: Growth Related Sewer Capital Improvement Projects

Project	Treatment/ Transmission	Six-Year Total
New Water Department, Property Purchase, Design, Engineering, Buildings, Construction, etc. [1]	Treatment	\$1,750,000
12" Reclaimed Water Interconnect with Pasco County. CR54/Dairy to Simons Rd. Along Eiland Blvd. [2]	Transmission	1,120,000
Major LS and Force Main, 23rd/Otis Allen to CR35 to Chancey/CR54 [3]	Transmission	2,500,000
Main Force Main to the WWTP	Transmission	3,000,000
Master Lift Station	Transmission	1,000,000
Crystal Springs Water Quality Improvement [4]	Treatment	2,000,000
Total		\$11,370,000

[1] The total 6-year cost for this project is \$3.5 million. 50.0% of the project cost has been allocated to water.

[2] The total 6-year cost for this project is \$2.0 million. However, 44.0% of the project cost is assumed to be grant funded and excluded from the capacity fee calculation.

[3] The total 6-year cost for this project is \$4.0 million. However, 37.5% of the project cost is assumed to be grant funded and excluded from the capacity fee calculation.

[4] The total 6-year cost for this project is \$4.0 million. However, 50.0% of the project cost is assumed to be grant funded and excluded from the capacity fee calculation.

Debt Service

The City has multiple outstanding debt issues on the utility system. These debt issues have been utilized by the utility to align the funding of capital assets with the anticipated service life of such assets. This enables debt service to be shared by existing and future users over time. The repayment of debt service is funded by the user rates and charges since these are collected on a monthly basis and are typically consistent from year to year. Reliance on capacity fees to pay large portions of annual debt service does not lead to

financially prudent planning since the revenue generated can fluctuate drastically from year to year. That being said, since annual debt service is primarily funded through the monthly user rates and charges it is common to provide a credit on the capacity fees. The purpose of this debt credit is to avoid having new connections pay for these assets through capacity fees and then again as they become ratepayers through the monthly rates. The amount of user fee credits that are applied towards the capacity fee are determined by the net present value (NPV) of both the principal and interest costs on outstanding debt. Each of the debt issues have been allocated between water and sewer pursuant to the project funding identified.

Description	Water	Sewer	Total
SRF Loan WW805020	0.0%	100.0%	100.0%
SRF Loan WW805030	0.0%	100.0%	100.0%
SRF Loan WW510531	0.0%	100.0%	100.0%
SRF Loan WW510550	0.0%	100.0%	100.0%

Note: The City also has a 2016 BB&T Loan outstanding that was used to upgrade the City's AMI metering system. This debt is excluded from the capacity fee calculation.

Additionally, an important step in calculating the capacity fee is to add the financing costs associated with the outstanding debt mentioned above. The addition of the net present value of the remaining interest costs is important since it represents the carrying costs of the assets. The principal portion of the debt is already reflected in the asset values accumulated on Table 7. The table below shows the total NPV of each loan which is then allocated between the water and sewer systems:

Table 18: NPV on Outstanding Debt

Description	Discount Rate	Principal NPV	Interest NPV	Total NPV	Water Allocation	Sewer Allocation
SRF Loan WW805020	2.12%	\$3,966,975	\$330,173	\$4,297,147	0.0%	100.0%
SRF Loan WW805030	2.12%	3,073,599	255,817	3,329,415	0.0%	100.0%
SRF Loan WW510531	1.25%	5,285,430	735,604	6,021,034	0.0%	100.0%
SRF Loan WW510550	0.00%	1,249,021	0	1,249,021	0.0%	100.0%
Total		\$13,575,025	\$1,321,594	\$14,896,618		

While the NPV was calculated on the principal and interest components of the outstanding debt payments, only the interest amount is added to the capacity fee calculation. As mentioned above, the principal amount is already reflected through the asset values that have been accumulated from the fixed asset records. The table below demonstrates the allocation of the interest amounts between the water and sewer systems:

Table 19: Allocation of Interest NPV on Outstanding Debt

Description	Interest NPV	Water Allocation	Sewer Allocation	Water NPV	Sewer NPV
SRF Loan WW805020	\$330,173	0.0%	100.0%	\$0	\$330,173
SRF Loan WW805030	255,817	0.0%	100.0%	0	255,817
SRF Loan WW510531	735,604	0.0%	100.0%	0	735,604
SRF Loan WW510550	0	0.0%	100.0%	0	0
Total	\$1,321,594			\$0	\$1,321,594

After allocating the net present value of the interest cost between water and sewer based on the assets funded from each outstanding debt issue, the amounts are then functionalized between treatment and transmission improvements.

Table 20: Sewer Financing Costs Functional Allocation

Description	Sewer Interest NPV	Treatment Allocation	Transmission Allocation	Treatment NPV	Transmission NPV
SRF Loan WW805020	\$330,173	100.0%	0.0%	\$330,173	\$0
SRF Loan WW805030	255,817	100.0%	0.0%	255,817	0
SRF Loan WW510531	735,604	100.0%	0.0%	735,604	0
SRF Loan WW510550	0	0.0%	100.0%	0	0
Total	\$1,321,594			\$1,321,594	\$0

The amount of user fee credits that are applied towards the capacity fee are determined by the NPV of both the principal and interest costs on outstanding debt. Relying on the 2018 Rate Study, an estimated 950 customer accounts are projected to be added to the sewer system between FY 2022 and FY 2027 for a total five-year growth rate of 11.4%. Therefore, a user fee credit based on 11.4% of the net present value of debt service allocated to the sewer system is recognized as an offset to the sewer capacity fees. The resulting amount is then allocated between treatment and transmission.

Table 21: Sewer User Fee Credit Calculation

Description	Sewer NPV	5-Year Growth	Growth Amount	Treatment Allocation	Transmission Allocation
SRF Loan WW805020	\$4,297,147	11.4%	\$488,955	100.0%	0.0%
SRF Loan WW805030	3,329,415	11.4%	378,842	100.0%	0.0%
SRF Loan WW510531	6,021,034	11.4%	685,111	100.0%	0.0%
SRF Loan WW510550	1,249,021	11.4%	142,120	0.0%	100.0%
Total	\$14,896,618		\$1,695,028		

SEWER CAPACITY FEE CALCULATION

To determine the unit cost of capacity, the sum of the RCNLD of the existing sewer system assets, the incremental costs of the projects benefitting new growth, the NPV of the financing costs, and the user fee credit are divided by the total permitted capacity of 3.850 MGD. Transmission capacity is based on the treatment capacity. This calculation produces a unit cost expressed in gallons per day. Multiplying this unit cost by the City's level of service for sewer determines the capacity fee per EDU.

Table 22 summarizes the calculation of the sewer capacity fee under the hybrid approach:

Table 22: Sewer Capacity Fee Calculation

Description	Amount
Treatment	
RCNLD of Existing Facilities	\$28,366,540
Other Planned Improvements	3,750,000
NPV of Financing Costs	1,321,594
Less: User Fee Credit	(1,552,908)
Total Treatment Facilities Cost	\$31,885,226
Permitted Capacity (MGD)	3.850
Treatment Cost per Gallon	\$8.28
Level of Service	168
Calculated Treatment Fee per EDU	\$1,391.36
Transmission	
RCNLD of Existing Facilities	\$15,687,228
Other Planned Improvements	7,620,000
NPV of Financing Costs	0
Less: User Fee Credit	(142,120)
Total Transmission Costs	\$23,165,108
Permitted Capacity (MGD)	3.850
Transmission Cost per Gallon	\$6.02
Level of Service	168
Calculated Transmission Fee per EDU	\$1,010.84
Total Sewer Capacity Fee per EDU	\$2,402.20
Total Sewer Capacity Fee per EDU (rounded)	\$2,400.00

The calculated sewer capacity fee is \$2,400 per EDU compared to the existing inside City fee of \$2,090. This calculated fee represents a \$310 increase from the existing fee, or an increase of approximately 14.8%. The table below provides a comparison of the existing and calculated fees for the residential land uses based on the updated EDU factors calculated within Section 2.

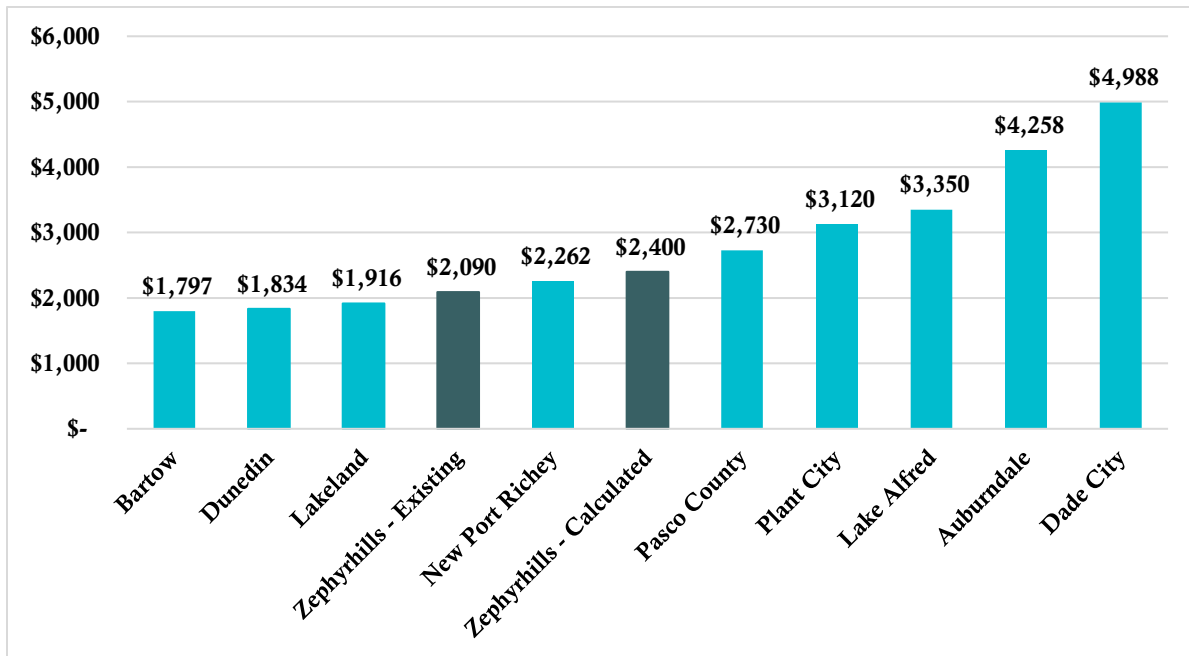
Table 23: Residential Sewer Capacity Fee Bill Comparison

Existing Land Use	Proposed Land Use	Existing Fee	Calculated Fee	\$ Difference
Single Family	Residential	\$2,090	\$2,400	\$310
Duplex	Residential	\$3,971	\$4,800	\$829
Apartment/Condominium	Residential	\$1,463	\$2,400	\$937
Mobile Home	Mobile Home/Travel Trailer	\$1,045	\$1,200	\$155
Travel Trailer	Mobile Home/Travel Trailer	\$523	\$1,200	\$677

SEWER CAPACITY FEE COMPARISON

Figure 2 below provides a comparison of the existing and calculated sewer capacity fees to other nearby utility providers:

Figure 2: Single Family Residential Sewer Capacity Fee Comparison



CITY OF Zephyrhills

Utility Capacity Fee Study Overview

June 13, 2022



Capacity Fee Background

- Capacity fees are a one-time fee applied to new growth or redevelopment requiring additional water and sewer capacity
- Purpose of capacity fees are to assign, to the extent practical, growth-related capital costs to new development responsible for such additional costs
- Avoids overburdening existing users with the cost of expansion



Major Assumptions

- Water system treatment / production capacity and flow
 - › Permitted capacity of 3.308 MGD ADF
 - › Average Flow (FY 2021) – 2.412 MGD
 - › Available capacity for growth – 27%
- Wastewater system treatment capacity and flow
 - › Permitted capacity of 3.850 MGD ADF
 - › Average flow (FY 2021) – 1.676 MGD
 - › Available capacity for growth – 57%



Major Assumptions (Cont.)

- Existing Level of service (gallons per day)
 - › Water – 200 gallons per day per unit
 - › Sewer – 168 gallons per day per unit



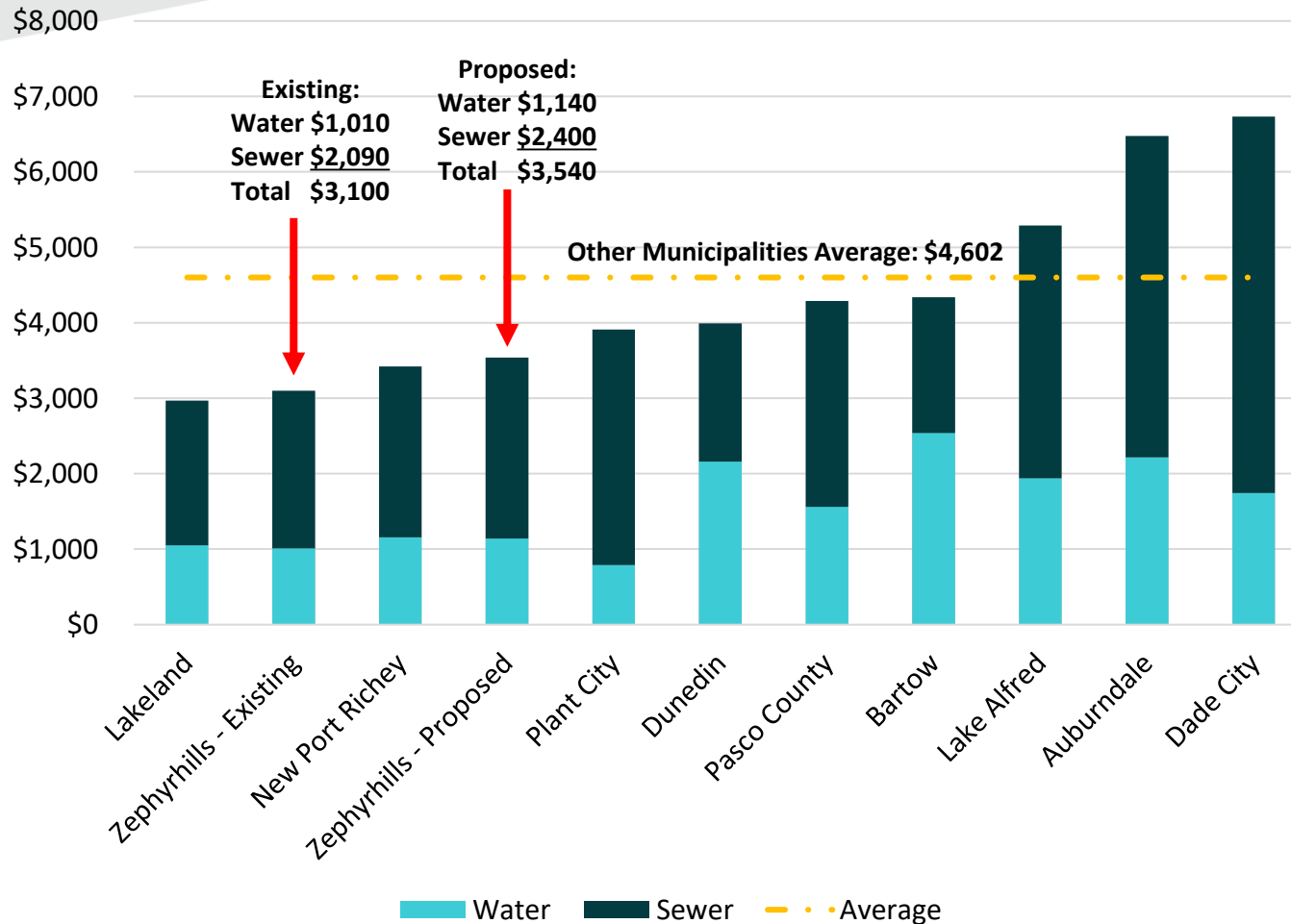
Major Assumptions (Cont.)

- Existing investment in utility assets (RCNLD*) - \$73.2 million
 - › \$56.0 million recognized in fee calculation
 - › \$17.2 million excluded from fee calculations as miscellaneous vehicles and equipment, and non-backbone distribution and collection lines
- Planned future investment of \$48.0 million
 - › \$18.5 million of growth-related costs recognized in fee calculation

*RCNLD = Replacement Cost New Less Depreciation



Water and Sewer Capacity Fees Comparison – Single Family Residential



EDU By Land Use

Existing Land Use	Existing EDU Factor	Proposed Land Use	Proposed EDU Factor
-------------------	------------------------	-------------------	------------------------

Residential:

Single Family per Unit	1.00	Residential per Unit	1.00
Duplex	1.90		
Apartment per Unit	0.70		
Mobile Home per Unit	0.50	Mobile Home/Travel Trailer per Unit	0.50
Travel Trailer per Unit	0.25		

- Non-residential/Commercial land use EDU factors are shown on Table 1 of the 2022 Utility Capacity Fee Study report.



Existing and Proposed Water Capacity Fees

Description	Existing Fees	Proposed Fees	Increase / (Decrease)
Residential:			
Single Family per Unit	\$1,010	\$1,140	\$130
Duplex	\$1,919	\$2,280	\$361
Apartment per Unit	\$707	\$1,140	\$433
Mobile Home per Unit	\$505	\$570	\$65
Travel Trailer per Unit	\$253	\$570	\$317

- New non-residential customers are charged based on the City's existing EDU schedule



Existing and Proposed Sewer Capacity Fees

Description	Existing Fees	Proposed Fees	Increase / (Decrease)
Residential:			
Single Family per Unit	\$2,090	\$2,400	\$310
Duplex	\$3,971	\$4,800	\$829
Apartment per Unit	\$1,463	\$2,400	\$937
Mobile Home per Unit	\$1,045	\$1,200	\$155
Travel Trailer per Unit	\$523	\$1,200	\$677

- New non-residential customers are charged based on the City's existing EDU schedule



Conclusions & Recommendations

- The City should consider adopting the proposed water and sewer utility capacity fees
- The proposed fees are designed to minimize the impact of funding growth-related projects on existing ratepayers and for growth to pay its own way
- Capacity fees should only be used on growth related capital projects or debt service supporting such projects
- The City should review the utility capacity fees no later than 2026 so that it maintains appropriate fee levels to keep pace with inflation and changing trends within the service area





Thank you!

Contact: Tony Hairston
407 628 2600 / ahairston@raftelis.com

Q&A

PLANNING DIRECTOR'S REPORT 5.1

Abbott Square Phase 1A and 1B - Final Plats

Issue:

Approval of Abbott Square Final Plats - Phases 1A & 1B

Background:

The Final Plats have been submitted and reviewed for Abbott Square Phases 1A & 1B. The subject property is a part of the Abbott Square residential development located on the west side of Simons Rd. Phase 1A is located north of the retention pond abutting the northern edge of the SVB Tennis Center and consists of 101 lots planned for one-story villas. Phase 1B is located north and west of the SVB Tennis Center and consists of 65 single family residential lots. The plats were reviewed by David Armstrong and found to be in compliance with Chapter 177, Part 1, Florida Statutes. Staff has reviewed the final plats in conformance with the City's Land Development Code as follows:

- 1.) The final plats are in substantial conformance with the PUD master Plan and approved Construction Plans;
- 2.) The Final Plats are in conformance with the regulations set forth in the City's Land Development Code (Part 11.03.00 - Subdivision Review);
- 3.) The infrastructure for phases 1A & 1B has been substantially completed and confirmed with a letter from the Engineer of record; therefore bonding shall not be necessary;
- 4.) the following items have been secured / submitted: a.) HOA Documents, b.) Maintenance Agreement / Security for a period of one year from acceptance in the amount of 15% of the construction costs / improvements, and c.) Subdivider's Agreement (assurances that all required subdivision improvements - storm drainage, roads, and utilities) were constructed in conformance to the approved construction plans.

Attachment(s):

1. Subdividers Agreement - Phase 1B
2. ABBOTT SQ-PH-1A-(2022-05-13) 1ST RESUB
3. ABBOTT SQ-PH-1B (2022-05-13) 1st RESUB
4. Abbot Square 1A_1B Map

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval.

SUBDIVIDER'S AGREEMENT

This Agreement made and entered into this 11 day of April 2022 by and between Lennar Homes, LLC, hereinafter referred to as "Subdivider," Lennar Homes, LLC, a limited partnership hereinafter referred to as "Owner", and the City of Zephyrhills, a political subdivision of the State of Florida, hereinafter referred to as "City."

Witnessed

WHEREAS, the City Council of the City of Zephyrhills has established a Land Development Code, hereinafter referred to as the LDC, pursuant to authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the incorporated areas of the City of Zephyrhills; and

WHEREAS, the Subdivider has filed with the City of Zephyrhills Planning Department drawings, plans, specifications and other information relating to construction, of roads, grading, sidewalks, stormwater drainage systems, easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the City; and

WHEREAS, the Subdivider will build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider requests the City to accept the improvements for performance and maintenance as listed below and identified as applicable to this project:

1. Paving
2. Storm Drainage
3. Sanitary Gravity Sewer System
4. Sanitary Sewer Distribution System
5. Water Mains/Services

WHEREAS, the City requires the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period; and

WHEREAS, the City requires the Subdivider to submit to the City an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain acceptance for maintenance by the City of the aforementioned improvements, the Subdivider and City agree as follows:

1. The terms, conditions and regulations contained in the City of Zephyrhills LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to warranty all improvement facilities located in Abbott Square Phase 1B against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of one (1) year following the date of

acceptance of said improvements for maintenance by the City. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the City.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the City an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. A Performance Bond (No. _____), Dated _____ With **Lennar Homes, LLC**, as Principal, and **Arch Insurance Company** as Surety
 - b. A Maintenance Bond (No. _____), Dated _____ With **Lennar Homes, LLC**, as Principal, and **Arch Insurance Company** as Surety

Copies of said letters of credit, bonds, escrow agreements, or cashier/certified checks is/are attached hereto and by reference made a part hereof.

4. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of the Subdivider's failure or neglect to perform.
5. The City agrees, pursuant to the terms contained in the LDC to accept the Improvement Facilities for maintenance, upon proper completion, approval by the City's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
6. The City agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records' Certification, signed and sealed, stating that the improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the City's Planning Department, in accordance with all applicable City regulations relating to the construction of the improvement facilities.
7. If any article, section, clause or provision of this agreement is held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which will remain in full force and effect.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this

11 day of April, 2022.

ATTEST:

Olds ds

Witness Signature

Chelsea Hardy
Printed Name of Witness

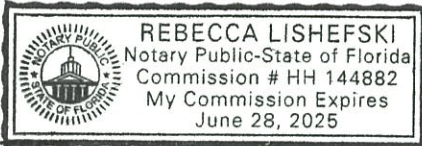
Printed Name of Witness

Rebecca Kisherski

Witness Signature

Rebecca Lishetski

Printed Name of Witness



ATTEST:

Witness Signature

Printed Name of Witness

Witness Signature

Printed Name of Witness

BY: _____

Lori L. Hillman, City Clerk

SUBDIVIDER: Lennar Homes, LLC

Sign before Notary Public and 2 Witnesses

Parker Hiron
Name (typed, printed, or stamped)

Name (typed, printed, or stamped)

VP of Land

Title

4301 W. Boy Scout Blvd ste. 400

Address of Signer

813-574-5658

Phone Number of Signer

CITY OF ZEPHYRHILLS, FLORIDA

Sign before Notary Public and 2 Witnesses

Name (typed, printed, or stamped)

Title

Address of Signer

Phone Number of Signer

BY: _____

~~W. Alan Knight, City Council President~~
Jodi Wilkeson, Council President

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

BY: _____

Matthew E. Maggard, City Attorney

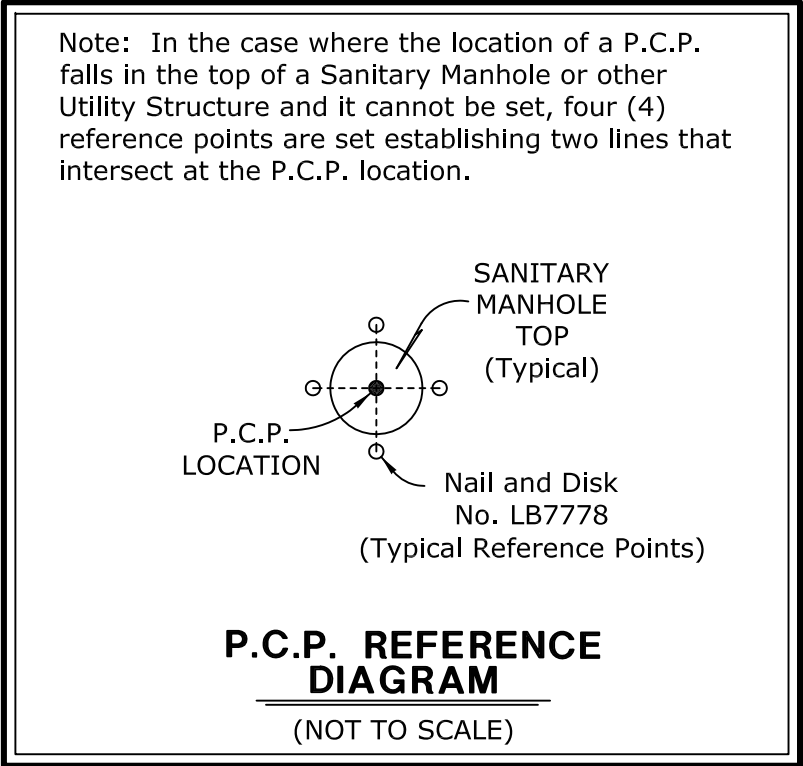
SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

PROPERTY INFORMATION

We, North American Title Insurance Company, a Title Company duly licensed in the State of Florida, have completed a Property Information Report, NATIC File No. 2022-00579-FL and based on said report find that the title of the property is vested in CAL HEARTHSTONE LOT OPTION POOL 03, L.P., a Delaware limited partnership, that the current taxes have been paid, and that the property is not encumbered by any mortgages, other encumbrances or easements other than shown in that Property Information Report, NATIC File No. 2022-00579-FL.

By: _____
Name: Catherine P. Mueller, Esq.
Title: Vice President

William C. Poe, Jr., City Manager



The coordinate values shown hereon are based on the Pasco County Primary Horizontal control Network and were established to Third Order Class I accuracy as defined by the Standards and Specifications for Geodetic Control Networks, as published by the Federal Geodetic Control Committee dated September 1984 or latest edition.

NOTE:
A 1/2 INCH DIAMETER IRON ROD WITH CAP No. LB7778, OR A 5/8 INCH DIAMETER IRON PIPE WITH CAP No. LB7778, WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.091 (9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

NOTICE:
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

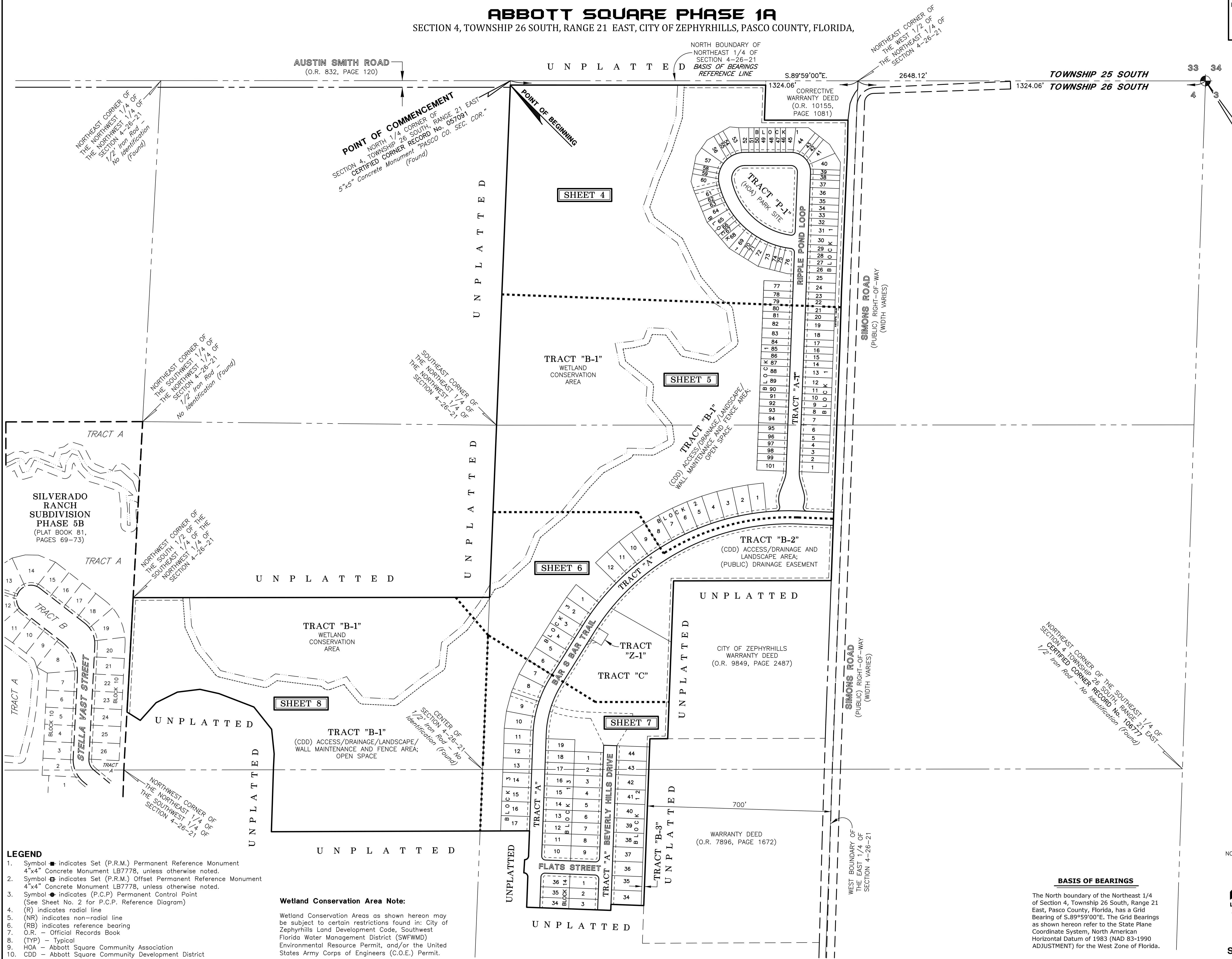
NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00')

TRACT DESIGNATION TABLE		
TRACT	DESIGNATION	ACREAGE
TRACT "A"	(CDD) RIGHT-OF-WAY	3.514 Ac.±
TRACT "A-1"	(HOA) RIGHT-OF-WAY	2.461 Ac.±
TRACT "B-1"	(CDD) ACCESS/DRAINAGE/LANDSCAPE/WALL MAINTENANCE AND FENCE AREA; OPEN SPACE; (CDD) LANDSCAPE BUFFER/WALL AREA; WETLAND CONSERVATION AREA	63.430 Ac.±
TRACT "B-2"	(CDD) ACCESS/DRAINAGE AND LANDSCAPE AREA; (CDD) LANDSCAPE BUFFER/WALL AREA; (PUBLIC) DRAINAGE EASEMENT	3.574 Ac.±
TRACT "B-3"	(CDD) ACCESS/DRAINAGE/LANDSCAPE/WALL MAINTENANCE AND FENCE AREA; (CDD) LANDSCAPE BUFFER/WALL AREA	0.139 Ac.±
TRACT "C"	FUTURE COMMERCIAL AREA; (CDD) LANDSCAPE BUFFER/WALL AREA	4.149 Ac.±
TRACT "P-1"	(HOA) PARK SITE	1.777 Ac.±
TRACT "Z-1"	(PUBLIC) LIFT STATION SITE	0.057 Ac.±

- SURVEYOR'S NOTES:**
- Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the City of Zephyrhills Building Department has information regarding flooding and restrictions on development.
 - All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
 - Drainage Easements shall not contain, except for the construction and maintenance of nature trails and walks by the developer, permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, and sprinkler systems. The installation of poles, fences, trees, shrubs, hedges, and landscaping plants are permitted if installed in a manner that will not obstruct the free flow of water and prohibit access to those easements labeled as access easements. However it will be the individual lot owner's responsibility to bear the full cost if said poles, fences, trees, shrubs, hedges, and landscaping plants are required to be removed for the installation, repair and maintenance of surface/subsurface drainage structures and the grading according to the approved grading and drainage plan. This note shall appear on each affected deed.

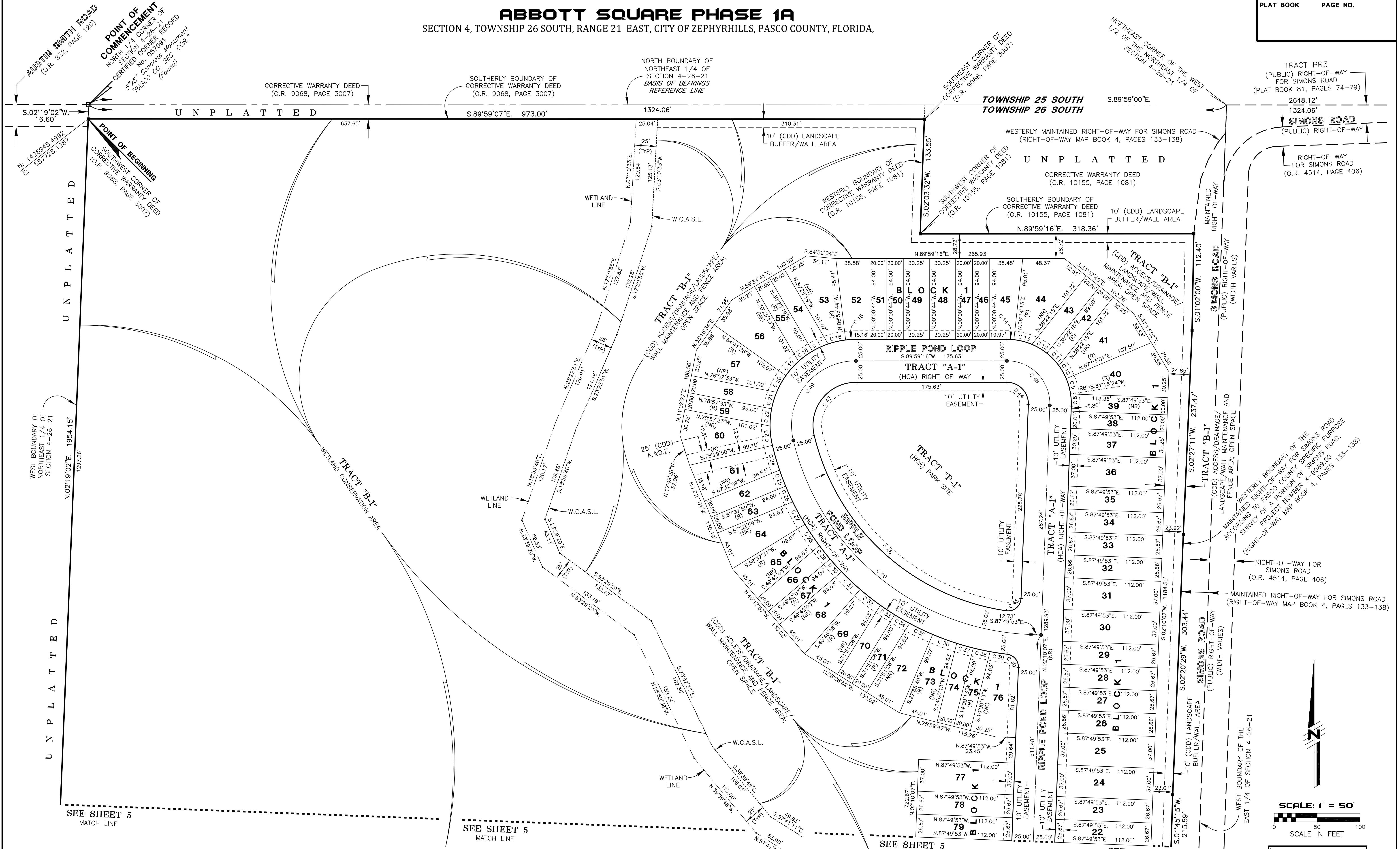
ABBOTT SQUARE PHASE 1A
SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA,

PLAT BOOK PAGE NO.



ABBOTT SQUARE PHASE 1A
SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA,

PLAT BOOK PAGE NO.



- LEGEND**
- Symbol ■ indicates Set (P.R.M.) Permanent Reference Monument 4"x4" Concrete Monument LB7778, unless otherwise noted.
 - Symbol ⊕ indicates Set (P.R.M.) Offset Permanent Reference Monument 4"x4" Concrete Monument LB7778, unless otherwise noted.
 - Symbol ● indicates (P.C.P.) Permanent Control Point (See Sheet No. 2 for P.C.P. Reference Diagram)
 - (R) indicates radial line
 - (NB) indicates non-radial line
 - (RB) indicates reference bearing
 - O.R. = Official Records Book
 - (TYP) = Typical
 - HOA = Abbott Square Community Association
 - CDD = Abbott Square Community Development District
 - A.&D.E. = Access and Drainage Easement
 - W.C.A.S.L. = Wetland Conservation Area Setback line

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
8	75.00	10°54'44"	14.28	14.26	N.03°17'14"W.
9	75.00	14°12'23"	18.60	18.55	N.15°50'48"W.
10	75.00	13°12'48"	17.30	17.26	N.29°33'23"W.
11	75.00	15°27'58"	20.24	20.18	N.43°53'46"W.
12	75.00	15°27'58"	20.24	20.18	N.59°21'44"W.
13	75.00	16°40'05"	21.82	21.74	N.75°25'45"W.
14	75.00	06°14'57"	8.18	8.18	N.86°53'16"W.
15	100.00	06°53'00"	12.01	12.01	N.86°32'46"W.
16	100.00	11°59'22"	20.93	20.89	S.77°06'35"W.
17	100.00	11°32'13"	20.14	20.10	S.65°20'47"W.
18	100.00	11°32'13"	20.14	20.10	S.53°48'34"W.
19	100.00	12°43'54"	22.22	22.18	S.41°40'31"W.
20	100.00	12°43'54"	22.22	22.18	S.28°56'37"W.

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
21	100.00	11°32'13"	20.14	20.10	S.16°48'34"W.
22	100.00	11°32'13"	20.14	20.10	S.05°16'21"W.
23	100.00	13°00'24"	22.70	22.65	S.06°59'58"E.
24	320.00	05°21'51"	29.96	29.95	S.16°11'06"E.
25	320.00	03°35'00"	20.01	20.01	S.20°39'31"E.
26	320.00	03°35'00"	20.01	20.01	S.24°14'31"E.
27	320.00	05°20'28"	29.83	29.82	S.28°42'15"E.
28	320.00	05°20'28"	29.83	29.82	S.34°02'43"E.
29	320.00	03°35'00"	20.01	20.01	S.38°30'27"E.
30	320.00	03°35'00"	20.01	20.01	S.42°05'27"E.
31	320.00	05°20'28"	29.83	29.82	S.46°33'10"E.
32	320.00	05°20'28"	29.83	29.82	S.51°53'38"E.
33	320.00	03°35'00"	20.01	20.01	S.56°21'22"E.
34	320.00	03°35'00"	20.01	20.01	S.59°56'22"E.

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
35	320.00	05°20'28"	29.83	29.82	S.64°24'06"E.
36	320.00	05°20'28"	29.83	29.82	S.69°44'33"E.
37	320.00	03°35'00"	20.01	20.01	S.74°12'17"E.
38	320.00	03°35'00"	20.01	20.01	S.77°47'17"E.
39	320.00	03°34'55"	20.01	20.00	S.81°22'15"E.
40	15.00	85°19'50"	22.34	20.33	S.40°29'48"E.
44	25.00	92°10'52"	40.22	36.02	S.43°55'18"E.
45	15.00	96°08'22"	25.17	22.32	S.50°14'18"W.
46	270.00	68°11'21"	321.33	302.70	N.47°35'50"W.
47	50.00	103°29'26"	90.31	78.53	N.38°14'33"E.
48	50.00	92°10'52"	80.44	72.04	N.43°55'18"W.
49	75.00	103°29'26"	135.47	117.79	N.38°14'33"W.
50	295.00	74°19'43"	382.70	356.42	S.50°40'01"E.

Wetland Conservation Area Note:

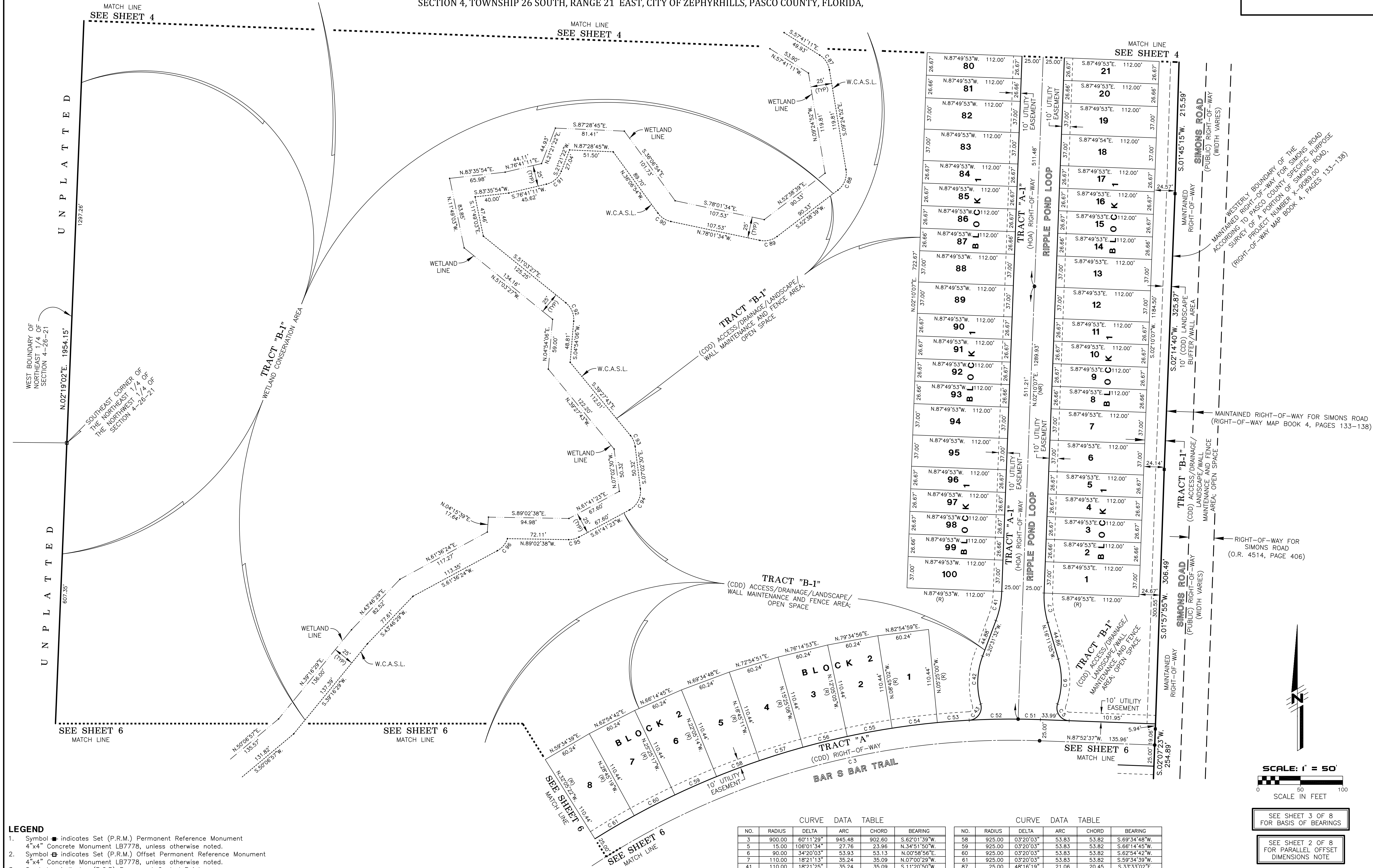
Wetland Conservation Areas as shown hereon may be subject to certain restrictions found in: City of Zephyrhills Land Development Code, Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit, and/or the United States Army Corps of Engineers (C.O.E.) Permit.

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Azalea Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

SHEET 4 OF 8 SHEETS

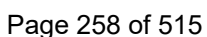
ABBOTT SQUARE PHASE 1A
SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA,

PLAT BOOK PAGE NO.



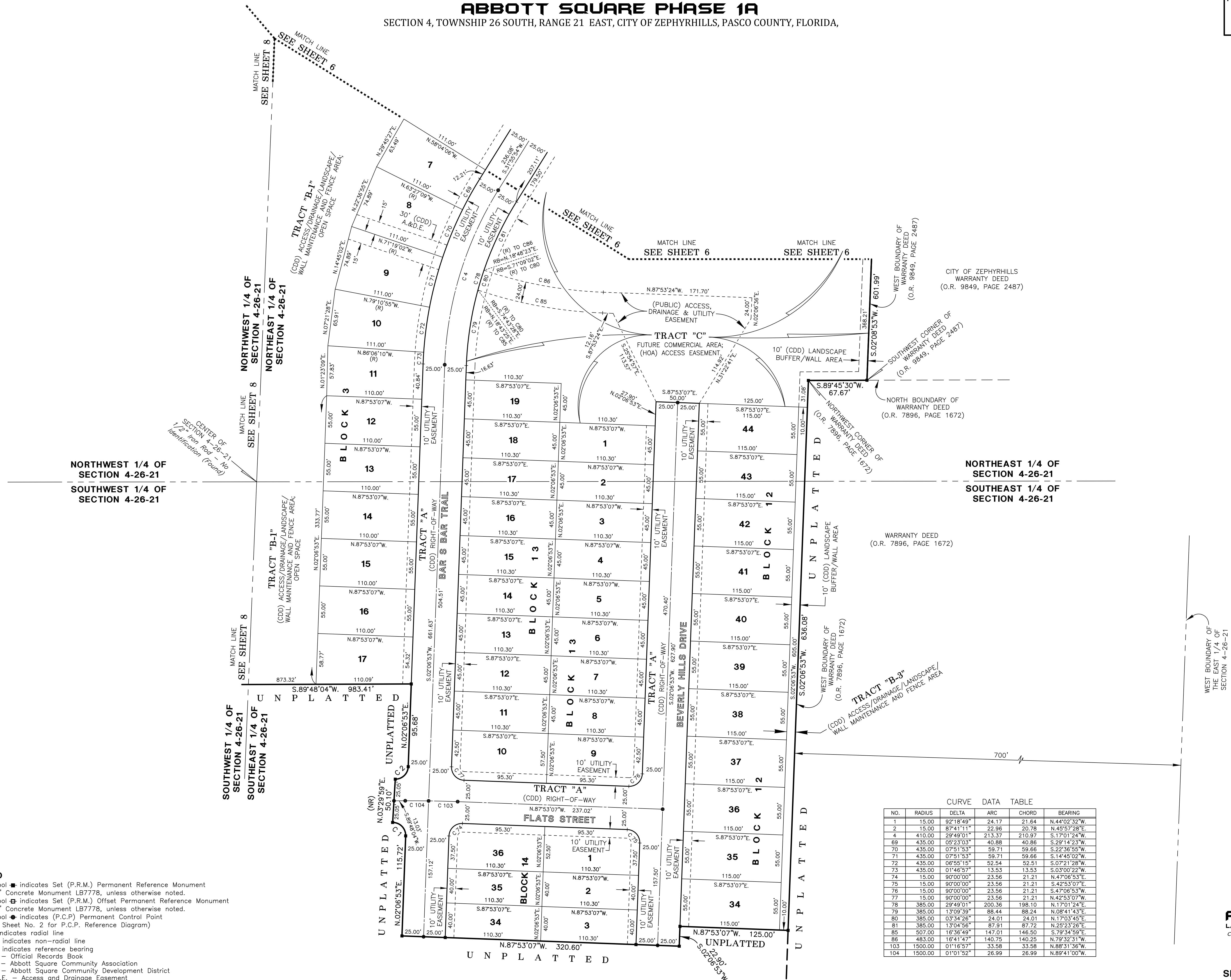
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SHEET 5 OF 8 SHEETS



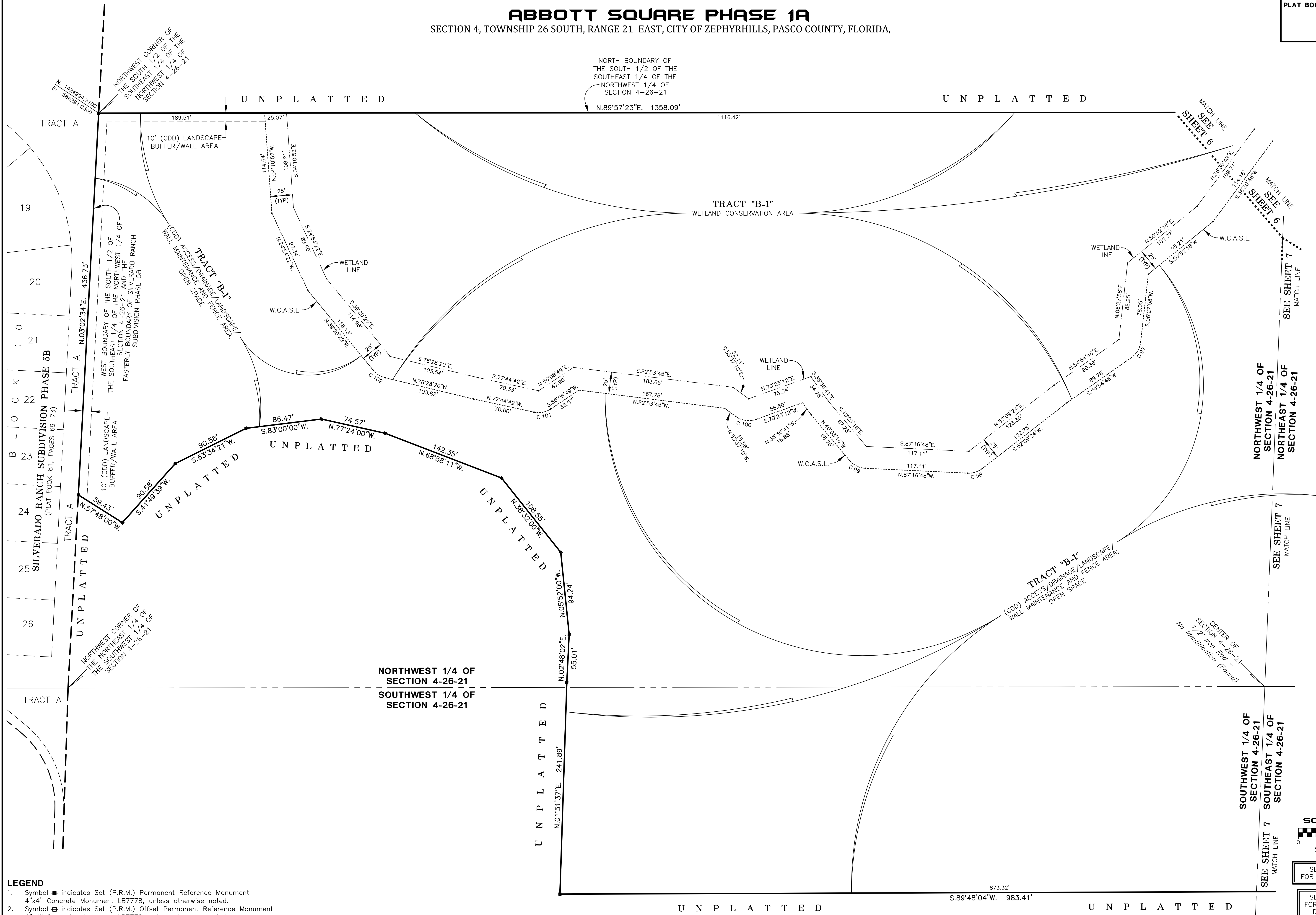
ABBOTT SQUARE PHASE 1A

SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA,



ABBOTT SQUARE PHASE 1A
SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA,

PLAT BOOK PAGE NO.



LEGEND

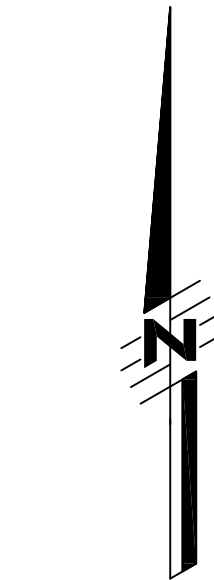
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- Symbol ● indicates (P.C.P.) Permanent Control Point (See Sheet No. 2 for P.C.P. Reference Diagram)
- (R) indicates radial line
- (NR) indicates non-radial line
- (RB) indicates reference bearing
- O.R. — Official Records Book
- (TYP) — Typical
- HOA — Abbott Square Community Association
- CDD — Abbott Square Community Development District
- W.C.A.S.L. — Wetland Conservation Area Setback line

Wetland Conservation Area Note:

Wetland Conservation Areas as shown hereon may be subject to certain restrictions found in: City of Zephyrhills Land Development Code, Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit, and/or the United States Army Corps of Engineers (C.O.E.) Permit.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
97	25.00	48°26'49"	21.14	20.51	S.30°41'22"W.
98	25.00	40°33'49"	17.70	17.33	S.72°26'18"W.
99	25.00	47°13'52"	20.61	20.03	N.63°40'02"W.
100	25.00	55°59'38"	24.43	23.47	N.81°36'59"W.
101	25.00	46°06'30"	20.12	19.58	S.79°12'03"W.
102	25.00	37°07'52"	16.20	15.92	N.57°54'25"W.



SCALE: 1" = 50'

0 50 100
SCALE IN FEET

SEE SHEET 3 OF 8
FOR BASIS OF BEARINGS

SEE SHEET 2 OF 8
FOR PARALLEL OFFSET
DIMENSIONS NOTE

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SHEET 8 OF 8 SHEETS

ABBOTT SQUARE PHASE 1B

PARTIALLY BEING A REPLAT OF ALL OF TRACTS 101, 102 AND 107, ALL ACCORDING TO THE PLAT OF ZEPHYRHILLS COLONY COMPANY, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, INCLUDING THE 15.00 FOOT WIDE RIGHT-OF -WAY LYING NORTH OF AND ADJACENT TO SAID TRACTS 101 AND 102, AS VACATED IN OFFICIAL RECORDS BOOK 10258, PAGE 353 LYING IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

PLAT BOOK PAGE NO.

LEGAL DESCRIPTION:

A parcel of land lying in Section 4, Township 26 South, Range 21 East, Pasco County, Florida, including ALL of Tracts 101, 102 and 107, according to the plat of ZEPHYRHILLS COLONY COMPANY, as recorded in Plat Book 1, Page 55, of the Public Records of Pasco County, Florida, and the 15.00 foot wide (Public) Right-of-Way lying North of and Parallel with said Tracts 101 and 102, as vacated in Official Records Book 10258, Page 353, of the Public Records of Pasco County, Florida, being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 4, run thence along the North boundary of the Northeast 1/4 of said Section 4, S.89°59'00"E., 1324.06 feet to the Northeast corner of the West 1/2 of said Northeast 1/4 of Section 4; thence along the West boundary of the East 1/4 of said Section 4, S.02°07'14"W., 3286.39 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 4; thence along the South boundary of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 4, S.89°45'16"W., 25.77 feet to a point on the Westerly boundary of the Maintained Right-of-Way for Simons Road, according to Pasco County Specific Purpose Survey of a portion of Simons Road, Project Number X-9089.00, as recorded in Right-of-Way Map Book 4, Pages 133 through 138 inclusive, of the Public Records of Pasco County, Florida, also being the **POINT OF BEGINNING**; thence along said Westerly boundary of the Maintained Right-of-Way for Simons Road, the following three (3) courses: 1) S.01°34'16"W., 6.91 feet; 2) S.02°00'32"W., 341.19 feet; 3) S.02°01'55"W., 312.85 feet to point on the South boundary of the aforesaid Northwest 1/4 of the Southeast 1/4 of Section 4; thence along said South boundary of the Northwest 1/4 of the Southeast 1/4 of Section 4 and the Northerly boundary of the 15.00 foot wide (Public) Right-of-Way lying North of and adjacent to Tracts 99 and 100, ALL according to the aforesaid plat of ZEPHYRHILLS COLONY COMPANY, S.89°48'04"W., 1313.64 feet; thence along the South boundary of the Northeast 1/4 of the Southwest 1/4 of the aforesaid Section 4, S.89°47'47"W., 15.04 feet; thence along the Westerly boundary of the 30.00 foot wide (Public) Right-of-Way (now known as DEAN DAIRY ROAD) lying East of and adjacent to the aforesaid Tract 101, according to the plat of ZEPHYRHILLS COLONY COMPANY, S.02°19'05"W., 331.59 feet to the Northeast corner of Tract 108, according to said plat of ZEPHYRHILLS COLONY COMPANY; thence along the North boundary of said Tract 108, S.89°45'24"W., 661.41 feet to the Northwest corner of said Tract 108; thence along the West boundary of said Tract 108, S.02°05'04"W., 331.63 feet to the Southwest corner of said Tract 108, also being the Northeast corner of Tract "D", according to the plat of SILVERADO - PHASE 1A, according to the plat thereof, as recorded in Plat Book 61, Pages 71 through 75 inclusive, of the Public Records of Pasco County, Florida; thence along the Easterly boundary of said SILVERADO - PHASE 1A, the following four (4) courses: 1) S.89°44'00"W., 660.19 feet; 2) N.01°51'17"E., 664.25 feet to a point on the aforesaid South boundary of the Northeast 1/4 of the Southwest 1/4 of Section 4; 3) along said South boundary of the Northeast 1/4 of the Southwest 1/4 of Section 4, S.89°47'47"W., 14.98 feet to the Southwest corner of said Northeast 1/4 of the Southwest 1/4 of Section 4; 4) along said West boundary of said Northeast 1/4 of the Southwest 1/4 of Section 4, N.01°51'34"E., 268.00 feet to the Northeast corner of said SILVERADO - PHASE 1A; thence continue along said West boundary of the Northeast 1/4 of the Southwest 1/4 of Section 4, also being the Easterly boundary of the 15.00 foot wide (Public) Right-of-Way lying East of and adjacent to Tracts 87 and 90, ALL according to the aforesaid plat of ZEPHYRHILLS COLONY COMPANY, N.01°51'34"E., 93.61 feet; thence S.88°08'23"E., 295.55 feet; thence S.01°51'37"W., 180.77 feet; thence N.89°48'04"E., 96.10 feet to a point of curvature; thence Northeasterly, 23.02 feet along the arc of a curve to the left having a radius of 15.00 feet and a central angle of 87°56'26" (chord bearing N.45°49'51"E., 20.83 feet); thence N.88°34'03"E., 50.08 feet to a point on a curve; thence Southeasterly, 24.10 feet along the arc of a curve to the left having a radius of 15.00 feet and a central angle of 92°03'34" (chord bearing S.44°10'09"E., 21.59 feet) to a point of tangency; thence N.89°48'04"E., 12.22 feet; thence N.00°11'56"W., 122.00 feet; thence N.89°48'04"E., 1057.78 feet; thence N.00°11'56"W., 98.00 feet; thence N.89°48'04"E., 11.05 feet; thence N.00°06'11"W., 50.00 feet; thence S.89°48'04"W., 11.13 feet; thence N.00°11'56"W., 220.00 feet; thence N.89°48'04"E., 11.33 feet; thence N.03°08'59"E., 50.08 feet to a point on a curve; thence Northeasterly, 22.96 feet along the arc of a curve to the left having a radius of 15.00 feet and a central angle of 87°41'11" (chord bearing N.45°57'28"E., 20.78 feet) to a point of tangency; thence N.02°06'53"E., 74.44 feet to a point on the Southerly boundary of ABBOTT SQUARE PHASE 1A, according to the plat thereof, as recorded in Plat Book __, Pages __ through __ inclusive, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of ABBOTT SQUARE PHASE 1A, the following three (3) courses: 1) S.87°53'07"E., 320.60 feet; 2) N.02°06'53"E., 22.90 feet; 3) S.87°53'07"E., 125.00 feet to a point on the West boundary of the property described in Warranty Deed, as recorded in Official Records Book 7896, Page 1672, of the Public Records of Pasco County, Florida; thence along said West boundary of the property described in Warranty Deed, as recorded in Official Records Book 7896, Page 1672, lying 700 feet West of and parallel with the East boundary of the aforesaid Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 4, S.02°06'53"W., 143.87 feet to the Southwest corner of said property described in Warranty Deed, as recorded in Official Records Book 7896, Page 1672; thence along the South boundary of said property described in Warranty Deed, as recorded in Official Records Book 7896, Page 1672 and the aforesaid South boundary of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 4, N.89°45'16"E., 674.17 feet to the **POINT OF BEGINNING**.

Containing 43.974 acres, more or less.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

CAL HEARTHSTONE LOT OPTION POOL 03, L.P., a Delaware limited partnership, ("Owner"), authorized to do business in the State of Florida, hereby states and declares that it is the fee simple owner of all the lands as shown hereon, which lands are referred to as ABBOTT SQUARE PHASE 1B, as described in the legal description which is a part of this plat and makes the following dedications:

- Owner hereby grants, conveys and dedicates fee title to TRACTS "B-3", "B-4", "B-5", "B-6", "B-7" and "B-8", as shown and depicted hereon to the Abbott Square Community Development District, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes ("District" or "CDD"). As evidenced by its execution of this plat the District accepts this dedication and agrees to maintain the foregoing tracts for the purposes for which they were intended.
- Owner hereby grants, conveys and dedicates to the District, TRACT "A" (CDD Right-of-Way) as shown and depicted hereon. As evidenced by its execution of this plat the District accepts this dedication and agrees to maintain the foregoing tract.
- Owner hereby dedicates to the District all (CDD) Access and Drainage Easements, as shown hereon for maintenance and other purposes incidental thereto. As evidenced by its execution of this plat the District accepts this dedication and agrees to maintain the foregoing easements for the purposes for which they were intended.
- Owner grants, conveys and dedicates to the City of Zephyrhills, Florida, ("the City"), the (Public) Sanitary Sewer Easement, (Public) Access and Utility Easement and TRACT "Z-2" (Public) Lift Station Site, as shown hereon, and the utility improvements and facilities located therein for purposes incidental thereto.
- Owner hereby grants, conveys and dedicates to the City, a perpetual easement over and across TRACT "A" (CDD Rights-of-Way), as shown hereon, for any and all governmental purposes including (without limitation) fire and law enforcement, and emergency medical services.
- Owner hereby dedicates to the perpetual use of the public and the City, all Water and sewer system improvements and facilities including, but not limited to, water or sewer lines or pipes, fire hydrants, pumping stations and other appurtenances, lying within or upon the lands depicted on this plat, and further does hereby reserve unto itself, its heirs, successors, assigns or legal representatives, the right to construct, operate and maintain all water or sewer improvements or facilities and appurtenances until such time as the operation and maintenance of said improvements, facilities and appurtenances is assumed by the City.
- Although the roadways, sidewalks and Drainage Facilities are not publicly owned or maintained by the City, the owner does hereby grant, convey and dedicate to the City a Non-Exclusive Flow Through Easement and reasonable right of access to ensure the free flow of water or general public drainage purposes over, through and under all drainage easements, Drainage Areas or commonly owned property, including TRACT "A", shown on this plat. In the event the Owner or the District fails to properly maintain any drainage easements/facilities preventing the free flow of water, the City shall have the reasonable right, but not the obligation, to access and enter upon any drainage easement for the purpose of performing maintenance to ensure the free flow of water.
- The District shall have the right at all times to enter upon the drainage easements, the wetland conservation areas and all other easement areas depicted hereon to accomplish such purpose.
- Owner hereby reserve unto itself, its heirs, successors, and/or assigns, the title to any improvements dedicated to the public or the City of Zephyrhills, if for any reason such as dedication shall be either voluntarily vacated, voided, or invalidated, the owner of the lands described above, states that the District, shall construct, operate and maintain the drainage facilities and improvements.
- Owner hereby reserves for themselves and their respective successors and assigns a non-exclusive easement in common with others located within the Utility Easement over and across the front of all lots shown hereon. Said non-exclusive easement is for the installation, operation and maintenance and/or replacement of communication lines including but not limited to cable television, internet access, telecommunications and bulk telecommunication services to the extent consistent with Section 177.091(28), Florida Statutes.
- Owner hereby grants to all providers of street lights, telephone utilities, electric utilities, cable television utilities and other public utilities as selected by the owner, a nonexclusive easement for utility purposes and access over the areas depicted on this plat as "Utility Easement".

OWNER: CAL HEARTHSTONE LOT OPTION POOL 03, L.P., a Delaware limited partnership

By: Steven C. Porath, Senior V. P. - General Counsel Witness Printed Name Printed Name

ACKNOWLEDGMENT: State of Florida, County of

I hereby certify on this ____, day of ____, 20____, before me personally appeared by means of physical presence, Steven C. Porath, as Senior V. P. - General Counsel of CAL HEARTHSTONE LOT OPTION POOL 03, L.P., a Delaware limited partnership, [__] personally known to me or [__] who has produced ____ as identification, who has identified therself as the person described in and who executed the foregoing certificate of ownership and dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at ____ County, Florida, the day and year aforesaid.

Notary Public, State of Florida at Large My Commission expires:

(Printed Name of Notary) Commission Number:

CERTIFICATE OF ACCEPTANCE

of ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT

The dedication to Abbott Square Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, was accepted at an open meeting of Abbott Square Community Development District by their Board of Supervisors this ____, day of ____, 20____, and hereby consents to and joins in the recording of this instrument and the dedications shown hereon.

By: Kelly Evans, as Chairman Witness Printed Name Printed Name

ACKNOWLEDGMENT: State of Florida, County of

I hereby certify on this ____, day of ____, 20____, before me personally appeared by means of physical presence, Kelly Evans, as Chairman of Abbott Square Community Development District, [__] personally known to me or [__] who has produced ____ as identification, who has identified therself as the person described in and who executed the foregoing certificate of acceptance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at ____ County, Florida, the day and year aforesaid.

Notary Public, State of Florida at Large My Commission expires:

(Printed Name of Notary) Commission Number:

PROPERTY INFORMATION

STATE OF FLORIDA)) SS: COUNTY OF PASCO)

We, North American Title Insurance Company, a Title Company duly licensed in the State of Florida, have completed a Property Information Report, NATIC File No. 2022-01422-FL and based on said report find that the title of the property is vested in CAL HEARTHSTONE LOT OPTION POOL 03, L.P., a Delaware limited partnership, that the current taxes have been paid, and that the property is not encumbered by any mortgages, other encumbrances or easements other than shown in that Property Information Report, NATIC File No. 2022-01422-FL.

This the ____ day of ____, 20____.

Lennar Title Inc., a Maryland corporation As Agent for North American Title Insurance Company

By: Name: Catherine P. Mueller, Esq. Title: Vice President

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

This Is to certify that on this the ____ day of ____, 20____, the foregoing plat was approved to be recorded by the City Council of Zephyrhills, Florida.

Jodi Wilkeson, President of City Council

ATTEST:

William C. Poe, Jr., City Manager

CERTIFICATE OF THE CLERK OF CIRCUIT COURT

I hereby certify that the foregoing plat has been filed in the Public Records of Pasco County, Florida on this the ____ day of ____, 20____, in Plat Book ____, Page(s) ____ - ____.

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

REVIEW OF PLAT BY REGISTERED SURVEYOR, CITY OF ZEPHYRHILLS

Pursuant to Section 177.081(1), Florida Statutes, I hereby certify that I have performed a limited review of this plat for conformity to Chapter 177, Part I, Florida Statutes and that this plat complies with the technical requirements of said chapter, however my review and certification does not include computations or field verification of any points or measurements.

Signed and Sealed this ____ day of ____, 20____.

David G. Armstrong, PLS Florida Professional Surveyor and Mapper No. 4970

SURVEYOR'S CERTIFICATE

The undersigned, being currently licensed by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that this plat was prepared under my direction and supervision, and said plat complies with all survey requirements of Florida Statutes Chapter 177, Part I, and that Permanent Reference Monuments (P.R.M.'s) were set on the ____, day of ____, 20____, as shown hereon, and that the "P.C.P.'s" (Permanent Control Points) as shown hereon, and all other monumentation of lot corners, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177 of the Florida Statutes will be set within the time allotted in 177.091 (8) (9), or pursuant to terms of bond.

Signed and Sealed this ____ day of ____, 20____.

AMERRITT, INC. 3010 W. Azeele Street, Suite 150 Tampa, Florida 33609

Arthur W. Merritt Professional Land Surveyor No. LS4498 Certificate of Authorization No. LB7778

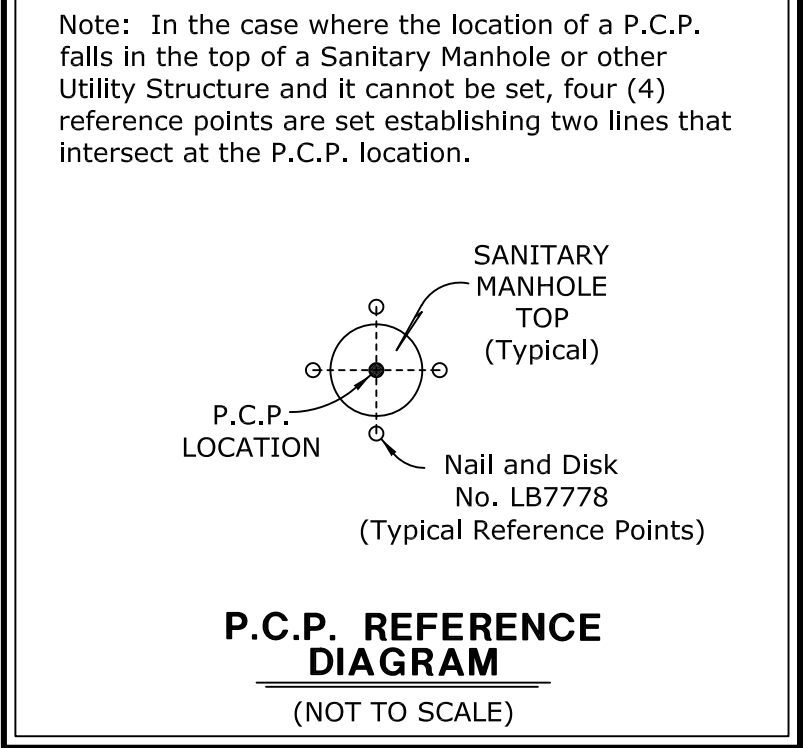
AMERRITT, INC. LAND SURVEYING & MAPPING Certificate of Authorization Number LB 7778 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200 Job No. AMMLCF-AS-002 File: P:\Abbott Square - Lennar\Master Plat\Phase 1B\ABBOTT SQ PH-1B-01

SHEET 1 OF 6 SHEETS

ABBOTT SQUARE PHASE 1B

PARTIALLY BEING A REPLAT OF ALL OF TRACTS 101, 102 AND 107, ALL ACCORDING TO THE PLAT OF ZEPHYRHILLS COLONY COMPANY, AS RECORDED IN PLAT BOOK 1, PAGE 55,
OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, INCLUDING THE 15.00 FOOT WIDE RIGHT-OF -WAY LYING NORTH OF AND ADJACENT TO SAID TRACTS 101 AND 102, AS VACATED IN OFFICIAL RECORDS BOOK 10258, PAGE 353
LYING IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

PLAT BOOK PAGE NO.



The coordinate values shown hereon are based on the Pasco County Primary Horizontal control Network and were established to Third Order Class I accuracy as defined by the Standards and Specifications for Geodetic Control Networks, as published by the Federal Geodetic Control Committee dated September 1984 or latest edition.

NOTE:
A 1/2 INCH DIAMETER IRON ROD WITH CAP No. LB7778, OR A 5/8 INCH DIAMETER IRON PIPE WITH CAP No. LB7778, WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.091 (9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

NOTICE:
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00')

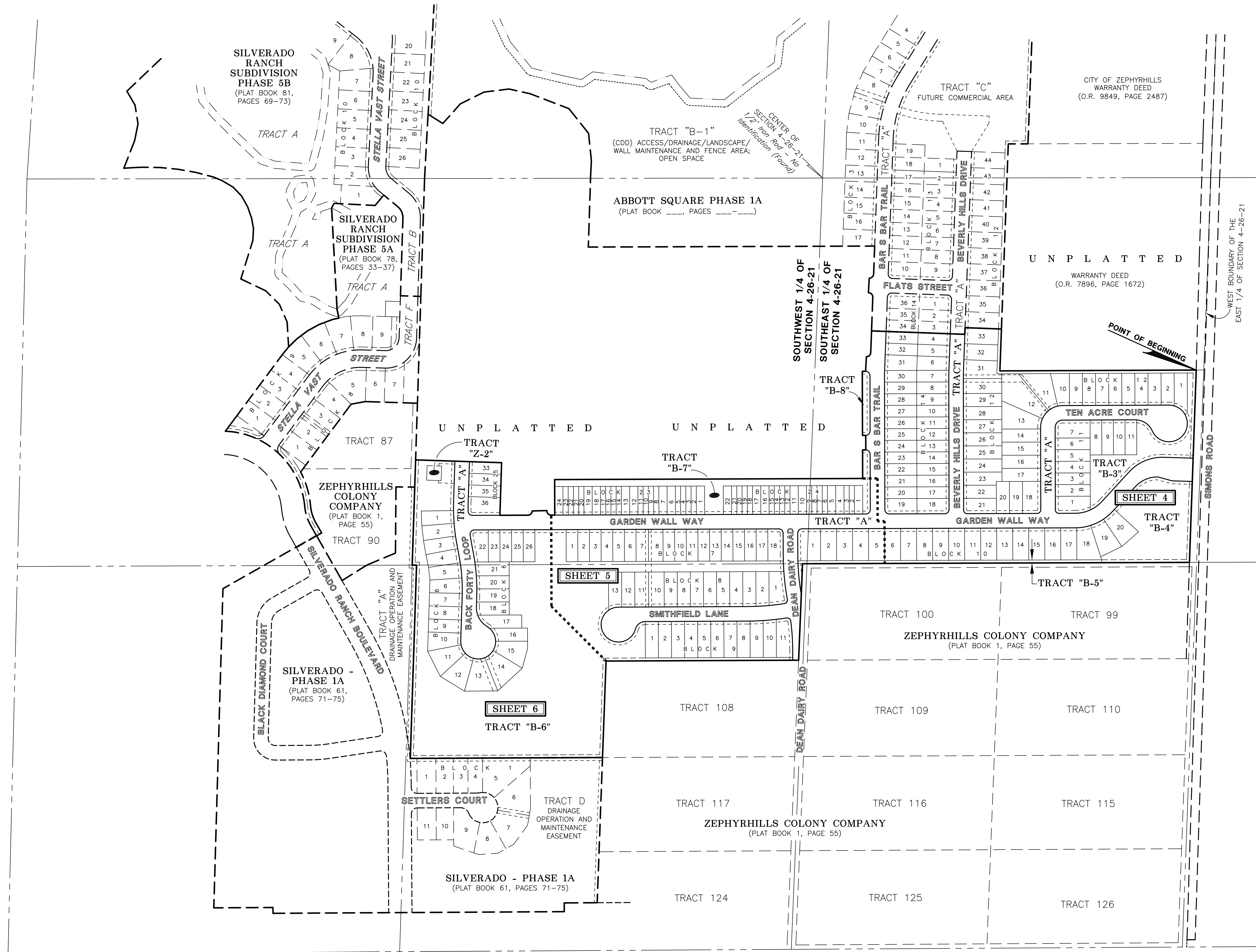
TRACT DESIGNATION TABLE		
TRACT	DESIGNATION	ACREAGE
TRACT "A"	(CDD) RIGHT-OF-WAY	7.858 Ac.±
TRACT "B-3"	(CDD) ACCESS/DRAINAGE/LANDSCAPE/WALL MAINTENANCE AND FENCE AREA; OPEN SPACE; (CDD) LANDSCAPE BUFFER/WALL AREA	1.130 Ac.±
TRACT "B-4"	(CDD) ACCESS/DRAINAGE/LANDSCAPE/WALL MAINTENANCE AND FENCE AREA; OPEN SPACE; (CDD) LANDSCAPE BUFFER/WALL AREA	1.500 Ac.±
TRACT "B-5"	(CDD) LANDSCAPE/WALL MAINTENANCE AND FENCE AREA; OPEN SPACE; (CDD) LANDSCAPE BUFFER/WALL AREA	0.261 Ac.±
TRACT "B-6"	(CDD) ACCESS/DRAINAGE/LANDSCAPE/WALL MAINTENANCE AND FENCE AREA; OPEN SPACE; (CDD) LANDSCAPE BUFFER/WALL AREA	9.066 Ac.±
TRACT "B-7"	(CDD) PARKING AREA; (CDD) OPEN SPACE	0.856 Ac.±
TRACT "B-8"	(CDD) PARKING AREA; (CDD) OPEN SPACE	0.130 Ac.±
TRACT "Z-2"	(PUBLIC) LIFT STATION SITE	0.057 Ac.±

SURVEYOR'S NOTES:

- Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the City of Zephyrhills Building Department has information regarding flooding and restrictions on development.
- All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
- Drainage Easements shall not contain, except for the construction and maintenance of nature trails and walks by the developer, permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, and sprinkler systems. The installation of poles, fences, trees, shrubs, hedges, and landscaping plants are permitted if installed in a manner that will not obstruct the free flow of water and prohibit access to those easements labeled as access easements. However it will be the individual lot owner's responsibility to bear the full cost if said poles, fences, trees, shrubs, hedges, and landscaping plants are required to be removed for the installation, repair and maintenance of surface/subsurface drainage structures and the grading according to the approved grading and drainage plan. This note shall appear on each affected deed.

ABBOTT SQUARE PHASE 1B

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SCALE: 1" = 160'

A horizontal scale bar with a black and white checkerboard pattern from 0 to 160 feet, and a solid black pattern from 160 to 320 feet. The numbers 0, 160, and 320 are placed below the bar.

0 160 320

SCALE IN FEET

KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS
OF THIS PLAT FOR DETAILED
LABELING AND DIMENSIONING.

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
 3010 W. Azeele Street, Suite 150
 Tampa, FL 33609
 PHONE (813) 221-5200

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LEGEND

1. Symbol ■ indicates Set (P.R.M.) Permanent Reference Monument 4"x4" Concrete Monument LB7778, unless otherwise noted.
2. Symbol ■ indicates Set (P.R.M.) Offset Permanent Reference Monument 4"x4" Concrete Monument LB7778, unless otherwise noted.
3. Symbol ● indicates (P.C.P.) Permanent Control Point (See Sheet No. 2 for P.C.P. Reference Diagram)
4. (R) indicates radial line
5. (NR) indicates non-radial line
6. (RB) indicates reference bearing
7. O.R. - Official Records Book
8. HOA - Abbott Square Community Association, Inc.
9. CDD - Abbott Square Community Development District

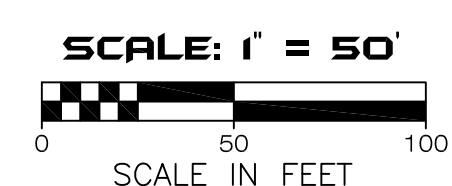
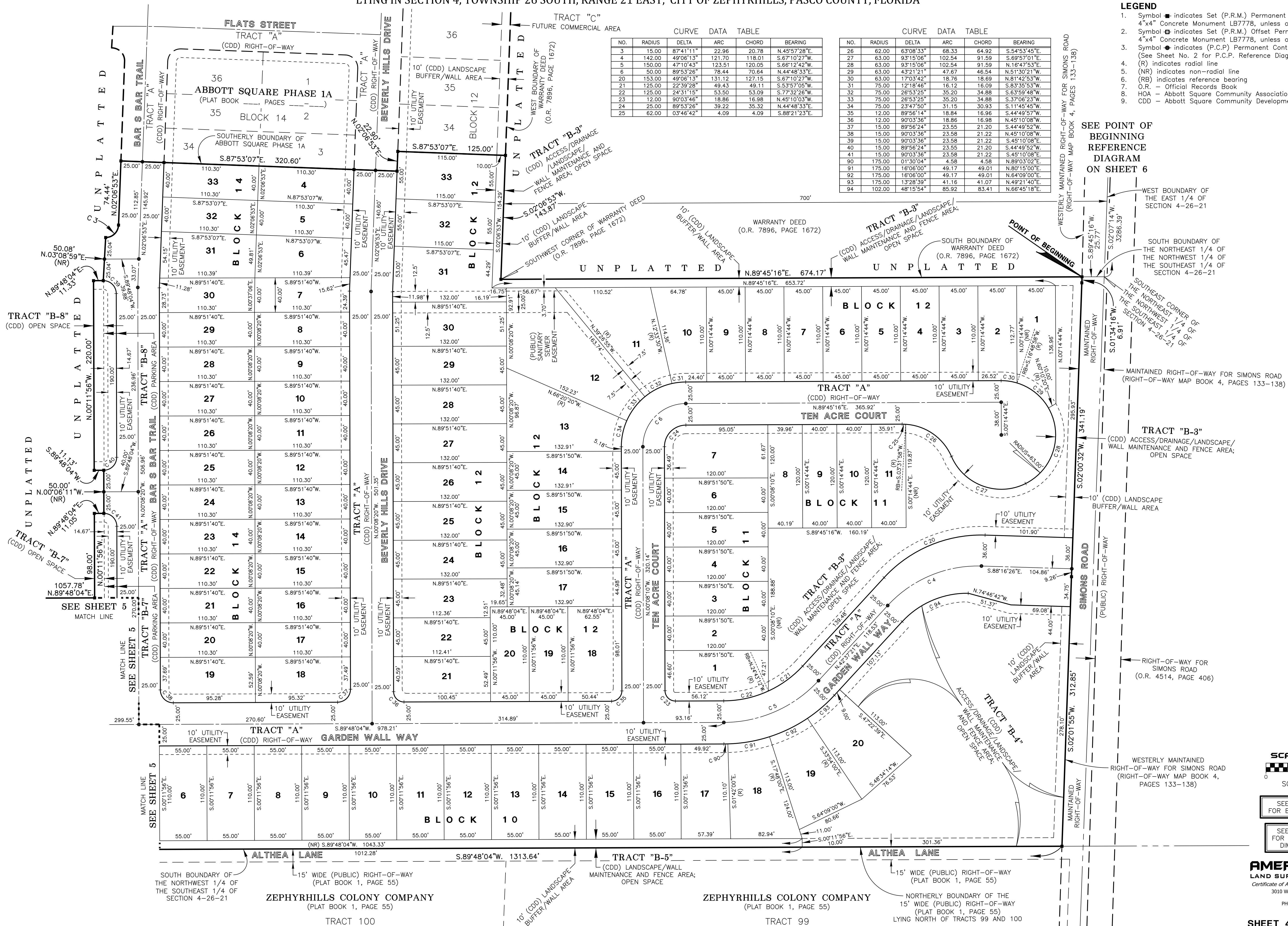
CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
3	15.00	87°41'11"	22.96	20.78	N.45°57'28"E.
4	142.00	49°06'13"	121.70	118.01	S.67°10'27"W.
5	150.00	47°10'43"	123.51	120.05	S.66°12'42"W.
6	50.00	89°53'26"	78.44	70.64	N.44°48'33"E.
20	153.00	49°06'13"	131.12	127.15	S.67°10'27"W.
21	125.00	22°39'28"	49.43	49.11	S.53°57'05"W.
22	125.00	24°31'15"	53.50	53.09	S.77°32'26"W.
23	12.00	90°03'46"	18.86	16.98	N.45°10'03"W.
24	25.00	89°53'26"	39.22	35.32	N.44°48'33"E.
25	62.00	03°46'42"	4.09	4.09	S.88°21'23"E.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
26	62.00	63°08'33"	68.33	64.92	S.54°53'45"E.
27	63.00	93°15'06"	102.54	91.59	S.69°57'01"E.
28	63.00	93°15'06"	102.54	91.59	N.16°47'53"E.
29	63.00	43°21'21"	47.67	46.54	N.51°30'21"W.
30	63.00	17°03'42"	18.76	18.69	N.81°42'53"W.
31	75.00	12°18'46"	16.12	16.09	S.83°35'53"W.
32	75.00	28°53'25"	35.20	34.88	S.83°59'48"W.
33	75.00	28°53'25"	35.20	34.88	S.37°06'23"W.
34	75.00	23°47'50"	31.15	30.93	S.11°45'45"W.
35	12.00	89°56'14"	18.84	16.96	S.44°49'57"W.
36	12.00	90°03'36"	18.86	16.98	N.45°10'08"W.
37	15.00	89°56'24"	23.55	21.20	S.44°49'52"W.
38	15.00	90°03'36"	23.58	21.22	N.45°10'08"W.
39	15.00	90°03'36"	23.58	21.22	S.45°10'08"E.
40	15.00	89°56'24"	23.55	21.20	S.44°49'52"W.
41	15.00	90°03'36"	23.58	21.22	S.45°10'08"E.
90	175.00	01°30'04"	4.58	4.58	N.89°03'02"E.
91	175.00	16°06'00"	49.17	49.01	N.80°15'00"E.
92	175.00	16°06'00"	49.17	49.01	N.64°09'00"E.
93	175.00	13°28'39"	41.16	41.07	N.49°21'40"E.
94	102.00	48°15'54"	85.92	83.41	N.66°45'18"E.

SEE POINT OF BEGINNING REFERENCE DIAGRAM ON SHEET 6



SEE SHEET 6 OF 6 FOR BASIS OF BEARINGS.

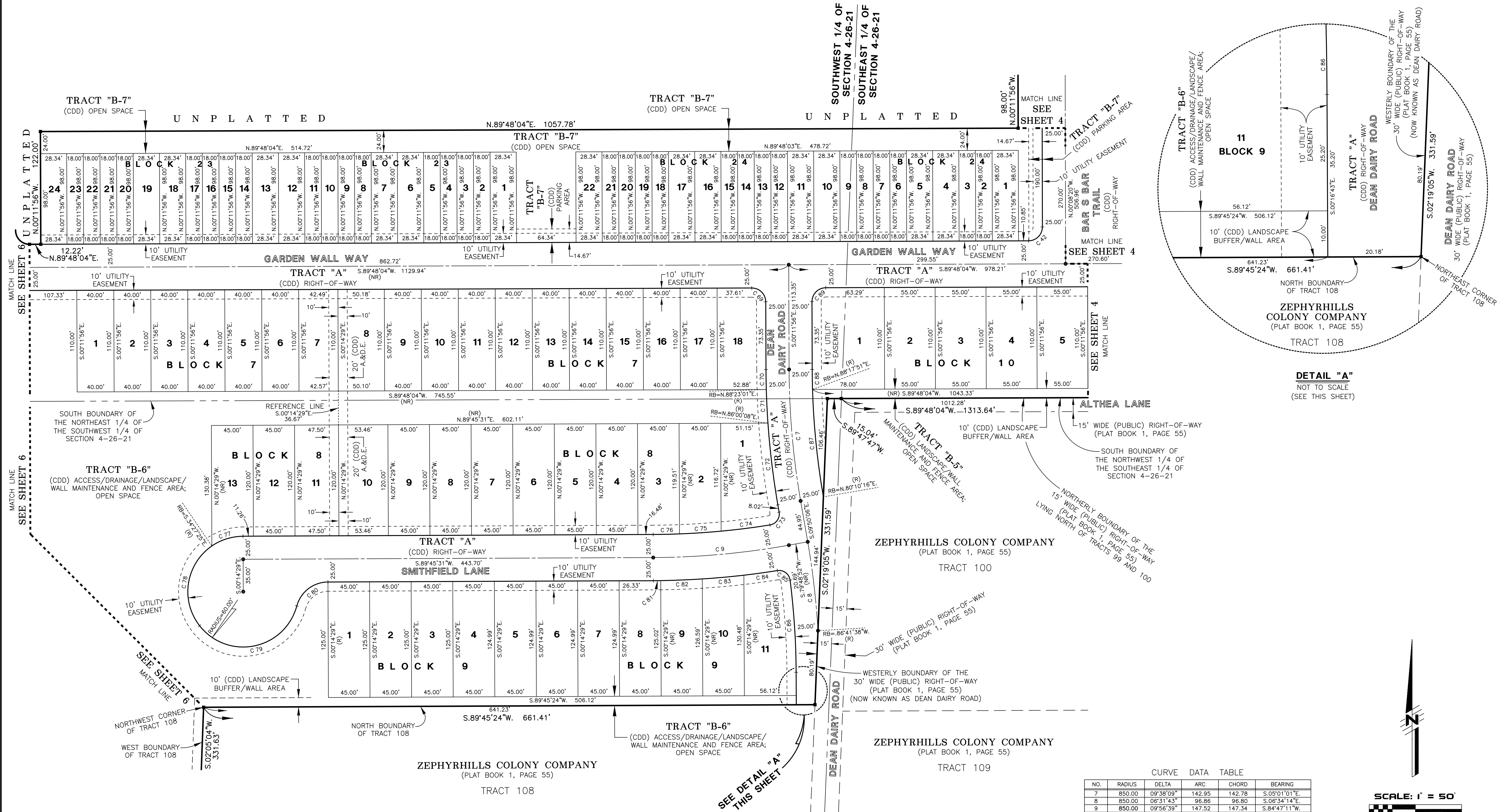
SEE SHEET 2 OF 6 FOR PARALLEL OFFSET DIMENSIONS NOTE.

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Azalea Street, Suite 150
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ABBOTT SQUARE PHASE 1B

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LYING IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

PLAT BOOK PAGE NO.



- LEGEND**
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 - (R) indicates radial line
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 - (RB) indicates reference bearing
 - O.R. - Official Records Book
 - (TYP) - Typical
 - HOA - Abbott Square Community Association, Inc.
 - CDD - Abbott Square Community Development District
 - A.&D.E. - Access and Drainage Easement

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
7	850.00	09°38'09"	142.95	142.78	S.05°01'01"E.
8	850.00	06°31'43"	96.86	96.80	S.06°34'14"E.
9	850.00	09°56'39"	147.52	147.34	S.84°47'11"W.
42	15.00	89°56'24"	23.55	21.20	S.44°49'52"W.
69	15.00	30°00'00"	23.56	21.21	S.45°11'56"E.
70	875.00	01°25'03"	21.65	21.65	S.00°54'28"E.
71	875.00	02°22'53"	36.37	36.37	S.02°48'26"E.
72	875.00	05°50'13"	89.14	89.10	S.06°54'59"E.
73	12.00	90°46'57"	19.01	17.09	S.35°33'23"W.
74	825.00	03°41'53"	53.25	53.24	S.82°47'49"W.
75	825.00	03°07'54"	45.09	45.09	S.86°12'42"W.
76	825.00	01°58'52"	28.52	28.52	S.88°45'05"W.
77	60.00	34°12'56"	35.83	35.30	S.72°39'03"W.
78	60.00	93°32'35"	97.96	87.44	S.08°46'18"W.
79	60.00	126°59'02"	132.98	107.38	N.78°30'29"E.
80	35.00	74°44'33"	45.66	42.49	N.52°23'14"E.
81	875.00	00°31'14"	7.95	7.95	N.89°29'54"E.
82	875.00	02°56'56"	45.03	45.03	N.87°45'49"E.
83	875.00	02°57'29"	45.17	45.17	N.84°48'37"E.
84	875.00	02°23'39"	36.56	36.56	N.82°08'03"E.
85	12.00	91°50'27"	19.24	17.24	S.53°08'33"E.
86	825.00	06°56'36"	99.98	99.92	S.03°45'01"E.
87	825.00	08°07'35"	117.01	116.91	N.05°45'56"W.
88	825.00	01°30'12"	21.65	21.65	N.00°57'02"W.
89	15.00	90°00'00"	23.56	21.21	N.44°48'04"E.

SCALE: 1" = 50'

0 50 100

SCALE IN FEET

SEE SHEET 6 OF 6
FOR BASIS OF BEARINGS.

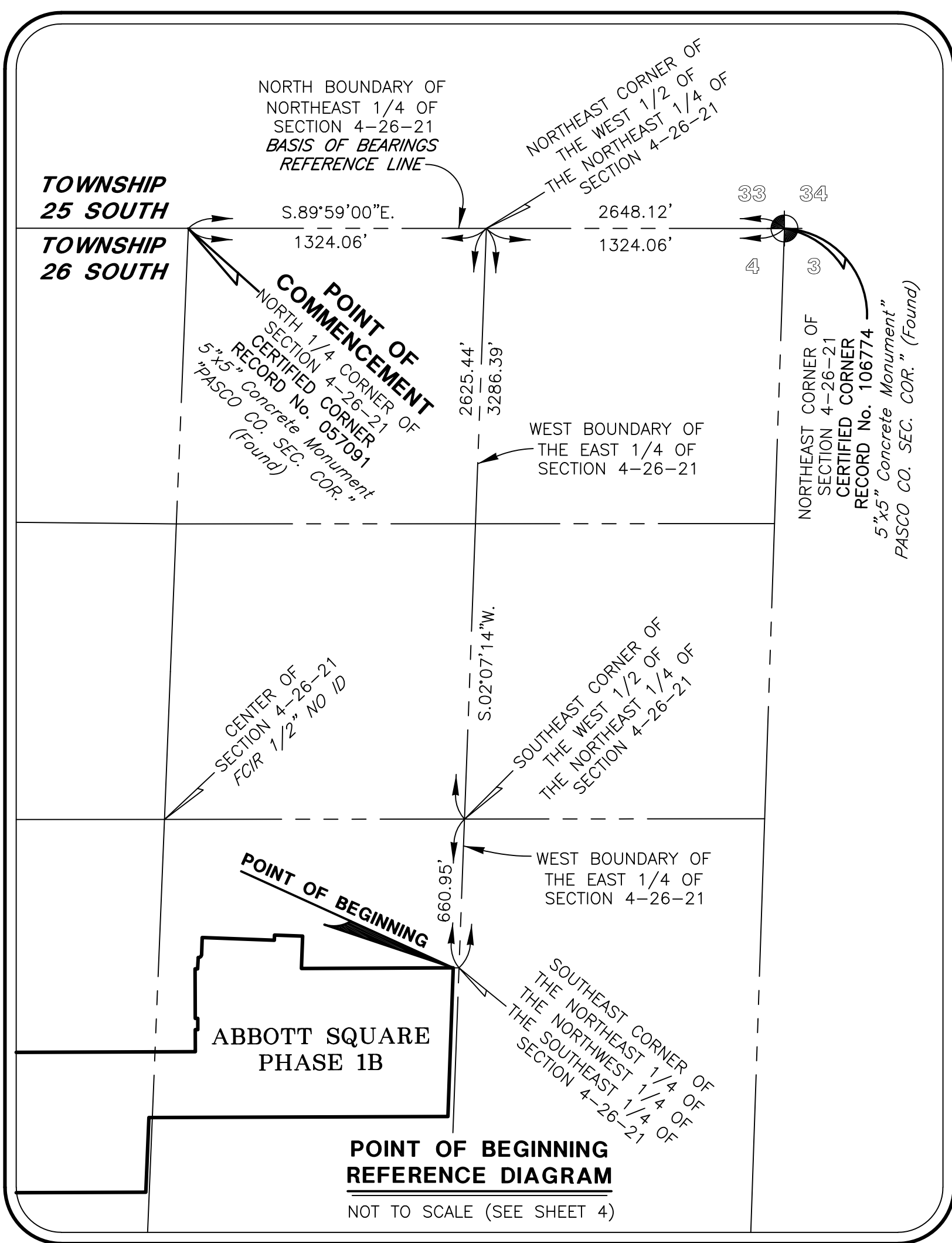
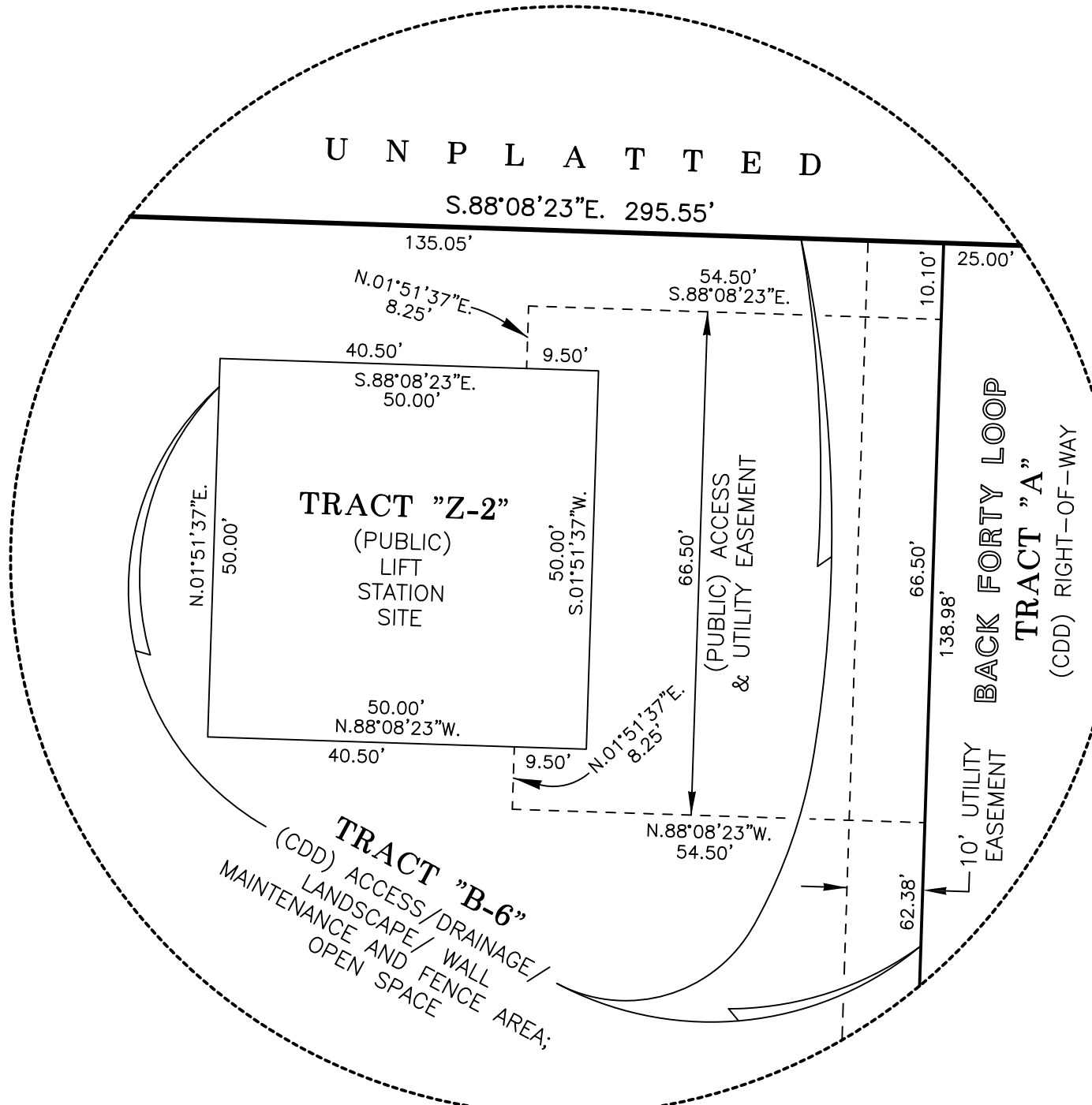
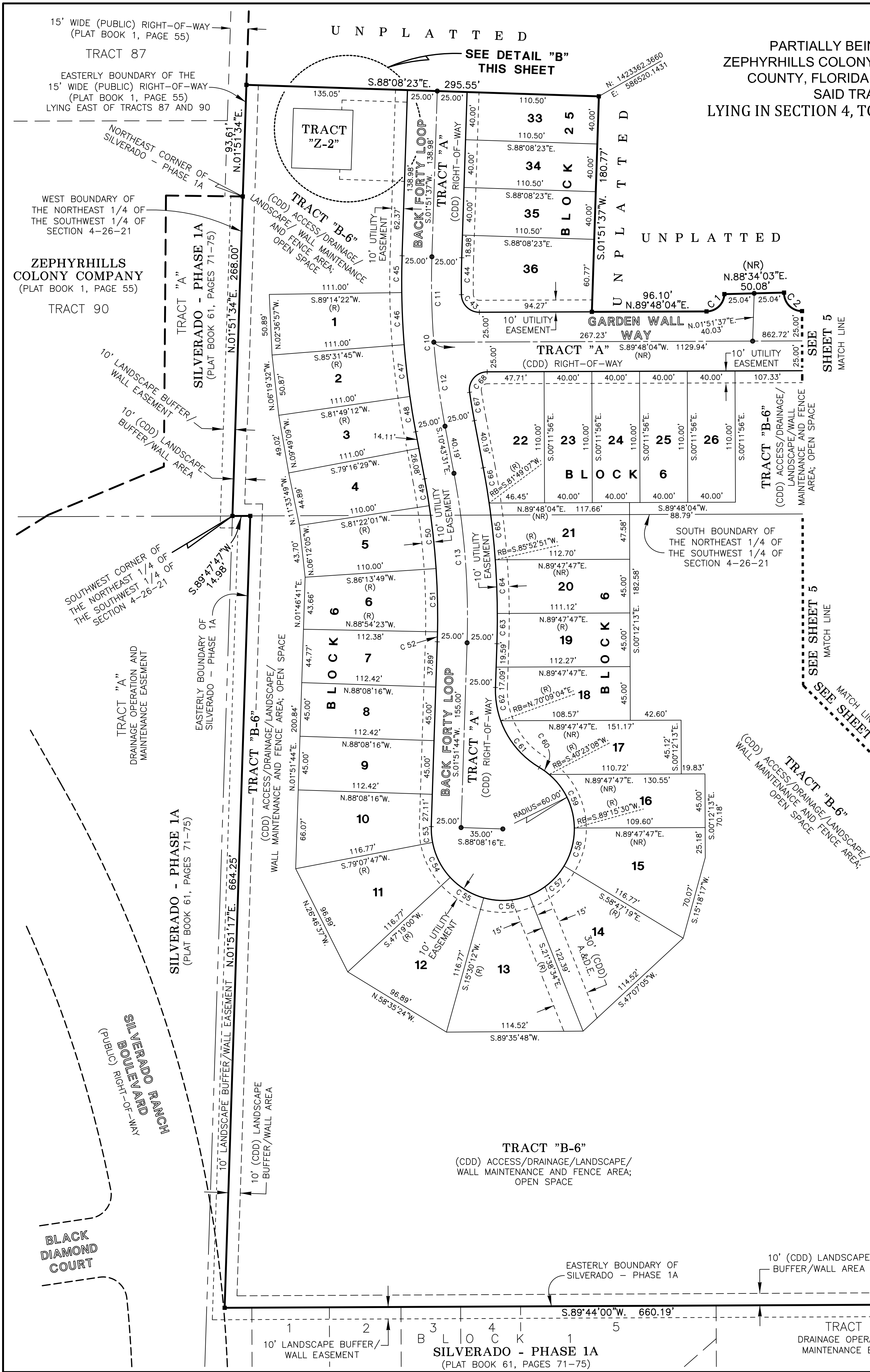
SEE SHEET 2 OF 6
FOR PARALLEL OFFSET
DIMENSIONS NOTE

AMERRITT, INC.
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SHEET 5 OF 6 SHEETS

ABBOTT SQUARE PHASE 1B

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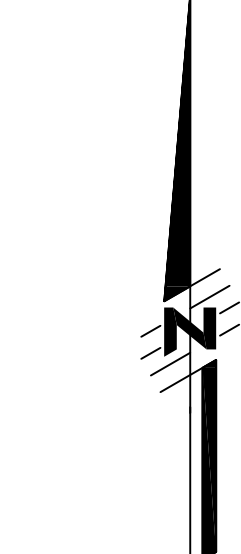


CURVE DATA TABLE				
NO.	RADIUS	DELTA	ARC	CHORD
1	15.00	87°56'26"	23.02	20.83
2	15.00	92°03'34"	24.10	21.59
10	650.00	12°35'09"	142.78	142.49
11	650.00	06°19'07"	71.68	71.65
12	650.00	06°16'02"	71.10	71.06
13	650.00	12°35'15"	142.80	142.51
43	15.00	89°13'22"	23.36	21.07
44	625.00	02°50'12"	30.94	30.94
45	675.00	02°37'15"	30.88	30.87
46	675.00	03°42'38"	43.71	43.71
47	675.00	03°42'33"	43.70	43.69
48	675.00	02°32'43"	29.99	29.98
49	625.00	02°05'33"	22.82	22.82
50	625.00	04°51'48"	53.05	53.03
51	625.00	04°51'48"	53.05	53.03
52	625.00	00°46'07"	8.38	8.38
53	60.00	12°43'56"	13.33	13.31
54	60.00	31°48'48"	33.31	32.89
55	60.00	31°48'48"	33.31	32.89
56	60.00	37°08'45"	38.90	38.22
57	60.00	37°08'45"	38.90	38.22
58	60.00	31°57'11"	33.46	33.03
59	60.00	48°52'21"	51.18	49.64
60	60.00	09°44'29"	10.20	10.19
61	75.00	39°30'25"	51.71	50.70
62	75.00	21°42'39"	28.42	28.25
63	675.00	02°09'31"	25.43	25.43
64	675.00	03°49'22"	45.04	45.03
65	675.00	04°03'44"	47.86	47.85
66	675.00	02°32'38"	29.97	29.97
67	625.00	02°12'21"	24.06	24.06
68	15.00	98°19'14"	25.74	22.70

- LEGEND**
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 - Symbol ■ indicates Set (P.R.M.) Offset Permanent Reference Monument
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 - O.R. - Official Records Book
 - (TYP) - Typical
 - HOA - Abbott Square Community Association, Inc.
 - CDD - Abbott Square Community Development District
 - A.&D.E. - Access and Drainage Easement

BASIS OF BEARINGS

The North boundary of the Northeast 1/4 of Section 4, Township 26 South, Range 21 East, Pasco County, Florida, has a Grid Bearing of S.89°59'00"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.



SCALE: 1" = 50'

0 50 100

SCALE IN FEET

SEE SHEET 2 OF 6 FOR PARALLEL OFFSET DIMENSIONS NOTE

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
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Abbott Square

Phase 1A and 1B

Legend

 Abbott Square Phase 1A and 1B

Google Earth



1000 ft

Page 26 of 61

CITY MANAGER'S REPORT 6.1

RFQ Branding Selection

Issue:

Request the approval of City Council on the ranking selection in response to RFQ 35-22-01 Branding and Marketing Development Services. With Council's approval negotiations will start with the number one ranked firm.

Background:

On March 16, 2022, the City distributed a Request for Qualifications 35-22-01 for Branding and Marketing Development Services. The solicitation was distributed online through BidNet Direct and published in the Tampa Bay Times which had twenty four (24) firms download the solicitation. On April 29, 2022, the City received ten (10) solicitations.

The Evaluation Community which consisted of Kevin Weiss; Rodney Corriveau; Shane Le Blanc, Gail Hamilton with participation from our City intern Tyler Williams met on May 11, 2022 to discuss their ranking of the written responses. Based on the written response ranking they invited the top five (5) firms to come to City Hall for interviews which took place on May 23rd and May 24th. The ranking of both the written and interviews were added together to come to the final ranking of this solicitation. Listed below are the ranking:

	Written	Interview	Total	
BFT	299	292	591	
BLACK INK	205		205	
CLICKABLE IMPACT	218		218	
EVOK ADVERTISING	293	452	745	3
HCP ASSOCIATES	345	421	766	2
INTERSECT MEDIA	238		238	
JACOB & ASSOC	337	258	595	
NORTHSTAR	369	466	835	1
WAX CREEK	171		171	
Z AZIS SOLUTIONS	198		198	

The City's purchasing department reviewed the response to see if they were responsible and responsive. The Evaluation Committee reviewed the content of their responses to the written; interviews and called references.

Attachment(s):

1. North Star Place Branding & Marketing (Response, April 29, 2022)

Fiscal Impact:

Fiscal Year 2021-22 \$70,000

Staff Recommendation:

After the detailed reviews by the City and the Evaluation Committee, it is our recommendation for Council to approve the ranking results and start negotiation with the number one ranked firm which is North Star Place Branding and Marketing.





April 29, 2022

Qualifications for the City of Zephyrhills for Brand Research and Development

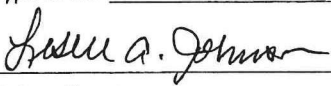
AGENCY: CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542				Request for Qualifications Response Acknowledgement	
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
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	3/16/2022	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: The Burdette Agency, Inc. dba North Star Place Branding + Marketing				If returning as a "NO" state reason:	
TELEPHONE NUMBER: 904.645.3160					
EMAIL ADDRESS: info@northstarideas.com					
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.				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: 59-3411964	
					
				AUTHORIZED SIGNATURE	
				Will Ketchum President	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this <u>29th</u> day of <u>April</u> , 2022 Personally known: ☒ Or produced identification: ☐ Type of ID: _____				AFFIX NOTARY STAMP BELOW	
					
Notary Signature _____ State <u>Florida</u>				Leslie A. Johnson Comm.: HH 185155 Expires: Oct. 11, 2025 Notary Public - State of Florida	
My commission expires: <u>10/11/2025</u>					
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.					

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FOR
PROFESSIONAL SERVICES-BRAND RESEARCH & DEVELOPMENT RESPONSE

FIRM: The Burdette Agency, Inc. dba North Star Place Branding + Marketing

PROJECT: Professional Services - Brand Research & Development Response

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▪ORGANIZATION CHART <i>One (1) Page Maximum</i>	
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▪ REFERENCES <i>Four (4) Page Maximum</i>	
EFFECT OF PROJECT TEAM LOCATION ON RESPONSE <i>Two (2) Page Maximum</i>	25
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➤ PUBLIC ENTITY CRIMES	
➤ ADDENDA ACKNOWLEDGEMENT	
➤ NON-COLLUSIVE AFFIDAVIT	
➤ E-VERIFY	
➤ RFQ ACCEPTANCE	
➤ ERRORS OR OMISSIONS	
➤ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & EXCLUSION FORM	



COVER LETTER

April 29, 2022

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

Ms. Miller,

Thank you for the opportunity to respond to your RFQ for Brand Research & Development for the City of Zephyrhills. We would consider it an honor to work with you.

After learning about your situation, we believe North Star is the ideal partner to help the City of Zephyrhills achieve its branding and marketing goals. As a leader in municipal branding, all of our work is focused on helping communities identify their competitive strengths and leverage those strengths strategically, creatively, and tactically for the purposes of increasing resident engagement and recruitment, promoting economic development, boosting community pride and tourism and encouraging civic engagement. Our philosophy is simple: ***Your brand should connect the soul of your community to the heart of your consumers.*** The BrandPrint process we use to realize that philosophy is much more complex, as it has been refined and perfected over the past 20 years through partnerships with over 200 communities in 44 states.

Through our BrandPrint, we will be able to discover Zephyrhills's optimum positioning, the best use of resources to leverage your equity in a brand and the ideal creative messages to help you achieve the goals we discussed. In addition, we will provide guidance for you to coordinate and deploy the brand across the community and among your departments.

Please let me know if you have any questions regarding this submission. Thank you once again, and I look forward to hearing your thoughts.

Only the best,

Will Ketchum | President
O: 904.645.3160 x1006 • F: 904.645.6080 • C: 904.304.8742
will@northstarideas.com

The Burdette Agency, Inc. dba North Star Place Branding + Marketing
1023 Kings Ave.
Jacksonville, FL 32207

35-22-01 FIRM DATA SHEET – Professional Services – Brand Research & Development

APPLICANT FIRM NAME: The Burdette Agency, Inc. dba North Star Place Branding + Marketing

ADDRESS: 1023 Kings Avenue

Jacksonville, FL 32207

TELEPHONE NUMBER: 904.645.3160

FAX NUMBER: 904.645.6080

EMAIL ADDRESS: info@northstarideas.com

FEIN NUMBER: 59-3411964

CONTACT PERSON/TITLE: Will Ketchum | President

Type Ownership: S-Corporation

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:

Will Ketchum | President | 904.304.8742

Patrick Golden | Executive Creative Director | 904.540.5294

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

Jacksonville, FL - Main Office - 14 team members

Nashville, TN - Satellite Office - 2 team members

RFQ 35-22-01 FIRM DATA SHEET-Subconsultant

SUBCONSULTANT FIRMS: North Star will not be using any subconsultants for this project.

Firm Name and Address	Services to be Provided
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.



PROJECT AND ABILITY TO FURNISH REQUIRED SERVICES

Services listed in Section 2 will be provided by North Star, not a subconsultant firm.

The Zephyrhills Situation

As a friendly community that 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 of Zephyrhills provides an excellent lifestyle for families making their home in the Tampa Metro, and Pasco County. Residents enjoy incredible services done efficiently and with a smile. Quick and easy connections to neighboring cities increase the number of entertainment and economic opportunities. With access to two major metros in both Tampa and Orlando, Zephyrhills is in the perfect location for people looking to either live or visit. Make no mistake though, Zephyrhills is an attraction of its own. Residents are witnessing a revival of downtown with the addition of unique and eclectic restaurants and activities. From Waterplay to the Skatepark, or from the tennis center to skydiving, Zephyrhills is an action hub of its own.

As Zephyrhills continues to be recognized for all it has to offer, the perfect balance of calm atmosphere and abundant amenities will prompt more people to consider this peaceful retreat. In order to harness the positive energy already flowing to Zephyrhills, city leaders are interested in building equity in a new brand that inspires community pride and generates local investment for years to come. A unified and cohesive brand will help reflect the best parts of Zephyrhills and create a stronger sense of community that engages and attracts residents, promotes economic development, encourages civic engagement and boosts tourism.

Experience: The Advantage of a Full-Service Place Marketing Specialist

Over the last two decades, North Star has partnered with over 200 communities coast to coast, helping them become more competitive. Bottom line...communities are our passion, and we've got the success stories to prove that passion. We're closely familiar with Florida as we are based in Jacksonville and have completed projects throughout the state in **Clearwater, Coral Springs, Clay County, Jacksonville, Northport, Osceola County** and many others. Nationally, North Star has collaborated on high-level initiatives with the states of Florida and Mississippi, with well-known cities such as Providence, Rhode Island and Newark, New Jersey, and with smaller communities like Marshall, Minnesota and Petersburg, Alaska. All that varied expertise is important for Zephyrhills because you want a firm with the chops, credentials and gravitas to manage your project.

Our portfolio of work and record of problem-solving prove that we do not offer a stock solution. The advantage of our specialization is that our process—which a generalist agency cannot replicate—helps us obtain precisely the right insights to develop the unique community brand identity you need to influence your audiences, build community pride and create consistency among your departments. Rare in the place branding consulting industry, North Star is also a full-service agency that can help Zephyrhills market well beyond the research, strategy and brand creation stages. Visit northstarideas.com/work to view case studies of our place branding clients.

Philosophy & Approach

North Star's only business focus is place branding and marketing. As such, we have developed a very strong philosophy on community branding and marketing in our two decades of experience.

North Star will not "create" the brand for Zephyrhills. It already exists in the very DNA of your community. Rather, we will uncover your brand and bring it to life in ways that have meaning for your target audiences—residents, investors, businesses, talent and city employees. Through our research, we may discover additional target audiences to pursue.



Uncovering Zephyrhills's unique DNA is essential to the success of all the marketing and community-building efforts that follow. Just as an individual's DNA determines everything from how that person looks to how that person acts (as well as their health and vibrancy), your DNA should be the foundational touchstone for everything in your community from marketing to infrastructure to policy. As such, the heart of any truly impactful brand is a research-driven and authentic DNA Definition.

Once identified, this DNA Definition can drive consistent and powerful communications, focus brand development, shape experiences, impact your environment and more. Because this DNA is central to the Zephyrhills community, it has the capacity to drive the brands for all your city departments, investors, initiatives and campaigns.

Process: How Strategy Drives Your Brand and Unites Your Community

Our process combines a proven approach with customized creativity and out-of-the-box thinking specific to Zephyrhills's situation. It begins with detailed research and expert-driven strategy development. Then it builds vivid brands in the real world through award-winning visual identity design and an action plan implementable by your team (or with our assistance as needed) within your budget and timeline.

Research and strategy will be paramount to reaching consensus concerning the direction of the brand well before any decisions about creative elements and activation are made. We find that the strongest connections between a community and its brand are made when everyone understands and supports the ideas that underlie the eventual logo and tagline. Thus, our process and guidance is centered first on creating understanding and buy-in to a DNA and strategic platform. This critical, foundational asset will outlive any campaign because it is the underlying truth and driving force of your community. With consensus on it, the creative decisions that follow will be relatively simple for your committee. Time and time again, we have learned that **strategy unites and inspires partner compliance and ultimately changes behavior.**

Phase 1: Market Research

Stakeholder Education

One of the most valuable skills North Star brings to the branding table is an understanding of how to best navigate the political waters that surround a project. We know when projects can derail, how to maneuver difficult political situations, and whom to include in the process. With this in mind, we have developed strategies for sidestepping potential problems and keeping your branding initiative on course.

Inclusiveness and early understanding are critical to the smooth implementation of a community brand. Educating your residents, businesses, and stakeholders on the purpose, process and the possibility of a brand early is the first step in achieving buy-in from these important audiences. Specific attention must be given to your Steering Committee to ensure that the leaders of this initiative share a vision for the purpose, desired outcomes, and accomplishments of this project. North Star has created an array of educational tools designed to increase understanding of and support for the Zephyrhills branding initiative. To that end, we provide:

Educational Presentation: Live PowerPoint presentation (during the in-market trip) to your Steering Committee and/or stakeholders groups (determined and assembled by you) for purposes of educating and furthering buy-in of community branding. This is not a canned presentation. We will collaborate with the City to determine who your audiences are and



what you want to convey. Then we will craft the presentation to meet those goals. This presentation can also be given in a public ‘town hall’ forum, to engage the community in the process and to gather initial feedback from the public regarding opportunities to rebrand.

Community Engagement Website / Brand Story Site: This site serves as an online tool to direct traffic of Zephyrhills residents and stakeholders interested in learning more about the project, getting involved in the research stage or becoming a Brand Ambassador after the launch of the new brand. This is a terrific tool to engage the Zephyrhills community. Here is an example of a live educational site for Johnson City, TN: www.brandjc.com

Research

North Star has identified the following research studies to help achieve Zephyrhills’s branding and marketing goals. This compiled body of data points us in the direction we need to go to craft your story. You will notice both qualitative and quantitative studies included in this recommended matrix. North Star strongly advocates a mixed method approach to research because it will tell you not just “How, When, What, and Where” but also “Why”. Only through mixed methodology can your community obtain a true picture of where your brand is now, why, where it should be and how your preferred identity can best be accomplished.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners and stakeholders. We administer an online questionnaire to each of your key internal organizations. We then meet with each group during the in-market visit to more fully understand your primary objectives, general history, political landscape, resources, competitors, etc.

Research, Planning, Communications and Media Audit: We conduct a comprehensive review of your previous studies conducted by the City and planning documents. This includes community outreach and planning meetings, surveys, intercept surveys, volunteer discussions and market research. In addition, we review and analyze marketing materials, branding, logos, social media and messaging from public and private sector partners as well as recent press related to Zephyrhills.

Familiarization Tour: A tour of Zephyrhills attractions, meeting facilities, hotels/motels, restaurants, commercial sites, local businesses, retailers, restaurants, parks, natural areas and historic sites would be conducted. We determine the tour itinerary with the help of Zephyrhills project leadership.

Key Stakeholder Interviews + Focus Groups: Some of our most valuable pieces of insight for the purposes of defining your DNA and crafting your creative work comes from these intensive one-on-one interviews and focus groups. With the assistance of the Zephyrhills project leadership, we want to identify and speak to key stakeholders about Zephyrhills (including city staff, board members, business community members, hoteliers, attraction owners, tour operators, nonprofit and civic organizations, etc.). We also want to talk to articulate individuals who are passionate about the City (artists, historians, teachers, coaches, ministers, matriarchs, patriarchs, activists and more).

Online Community Survey & Brand Barometer: Giving residents a forum for sharing is important. We use some of the themes identified in the Familiarization Tour to craft a quantitative survey posted online for community-wide participation. The brand barometer,



conducted as a part of the community survey, measures the strength of Zephyrhills's resident advocacy relative to the rest of the United States as a place to live, work and play. In other words, how likely your residents are to advocate the community for starting a business or planning a visit. We promote this survey using traditional and social media. Fascinating similarities and differences between leadership perspectives and resident perspectives are often revealed.

Influencer Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside Zephyrhills to uncover contextual perspectives. In collaboration with the Zephyrhills project team, we compile a list of 20 identified potential interviewees (completing 10 calls) from a target pool of elected officials, third party site selectors, business executives in your preferred industries, tour operators, regional and state level executives in economic development and tourism and other external influencers you identify.

Quantitative Perception Study: This survey is conducted using a statistically significant random sampling of consumers and non-consumers in two outside markets using research panels. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and attitudes for those who have visited Zephyrhills will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation. This is key to identifying any brand recognition issues.

This study measures:

- Overall awareness and perceptions of Zephyrhills
- Overall awareness and perceptions of competitor cities
- Measurements of Zephyrhills delivery of quality of life indicators
- Consumer experiences in Zephyrhills
- Attitudes regarding Zephyrhills strengths and weaknesses
- Consumer opinions regarding what needs to be added or taken away
- Changes in consumer perceptions of Zephyrhills after visiting
- Patterns of visitation activities associated with consumers' primary purpose of visitation

Competitive Positioning Review: We provide a brand messaging and marketing strategy analysis to evaluate Zephyrhills's position relative to the competition in the area.

Insights & Strategy

Our insights come from asking a number of thought-provoking questions: What brand "story" does the research tell? What emotional attachments can the brand hold? What are Zephyrhills's core values? How does the brand fit into the consumer's lifestyle? How can the brand best be used to elicit Zephyrhills's desired emotional/behavioral responses? How does Zephyrhills stand apart from competitors? These insight questions are compiled in a succinct storyline that leads directly to the Zephyrhills strategic brand platform (DNA Definition). This platform is the critical touch point for all branded activity moving forward. For maximum brand impact, all efforts, thoughts, communications and actions should literally and symbolically support its essence.

Situation Brief & Insight Development: We get our sharpest minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell the Zephyrhills story.



DNA Definition (Positioning Statement): Based on those insights, a guiding statement for the management and development of your brand is created. This definition should serve as the touch point for all Zephyrhills activity moving forward. It will help bring consistency across the brand. Many of our communities reference their DNA Definition when making decisions about everything from policy to infrastructure improvement to promotions. Included in your DNA Definition is:

Target audience:	<i>For whom Zephyrhills has the most appeal</i>
Frame of reference:	<i>Geographic context of Zephyrhills</i>
Point of difference:	<i>What makes Zephyrhills special.</i>
Benefit:	<i>Why it should matter to the consumer.</i>

Here is an actual example of how this construct guided our client Marshall, Minnesota and led to their “Cultivating the Best in Us” brand positioning:

Target audience:	<i>For those who value seeing their horizon and helping shape it,</i>
Frame of reference:	<i>Marshall – home to Southwest Minnesota State University and homegrown global brands,</i>
Point of difference:	<i>is the community that cultivates the best in us</i>
Benefit:	<i>with an energy and optimism that make a difference for your family.</i>

Research and Strategy Presentation & Report: This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definition. We review the qualitative and quantitative analyses of Zephyrhills’s current image and positioning. A preview of this presentation is shared with key branding committee members for editing and fine-tuning. The collaboratively perfected presentation is made in person at larger stakeholder meetings, and the accompanying report is shared digitally. DNA Definition approval is required before proceeding.

Phase II: Creative

Creativity

In this stage, the insights and strategy are transformed into tangible creative products that embody Zephyrhills. An in-depth Creative Brief and a Creative Workshop guide this process. Straplines, logos, color, looks and messaging (with graphic standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Workshop: A collaborative, interactive meeting between the North Star team and the Zephyrhills creative committee (a group of your choosing) will explore the roles of different creative elements and identify creative preferences. Our goal is to most effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers and art directors. This meeting is always a lot of fun for everyone involved.



Community Creative Workshop: In addition, we would like to hold a 1 ½ hour public workshop session during our site visit. This workshop (usually held at an open, indoor public space or key partner space) allows interested citizens of your city to hear about the process and provide their input. North Star will start the session with the educational PowerPoint and then encourage attendees to provide their answers to various city character question prompts.

Straplines & Rationale (5): A strapline (tagline) is not the be-all and end-all for your brand. But it is the start of the story. Depending on how safe or edgy you want to be, Zephyrhills's strapline can capture people's attention immediately and pique their curiosity or it can serve as a solid, hard-working tool that starts the job of positioning Zephyrhills in the minds of consumers. North Star will provide a minimum of five different straplines, along with rationales for the strengths of each line. We also conduct trademark and Google searches to ensure the availability of each line. This is a critical step and one often overlooked by many professionals. There is nothing more frustrating than getting to the end of the project with a strapline that is not available to you!

Brand Narrative: Your DNA Definition articulates the core of what makes Zephyrhills special. The narrative takes that core and describes it in artistic and compelling language for connecting emotionally with your different consumers. The narrative defines your personality and tone of voice. It can be woven into ad copy, placed on websites, integrated into speeches and distributed to businesses to use in their own communications about the place they call home. The more it is used, the more widely your brand is dispersed.

Logos (5): We will present a minimum of five logo options for Zephyrhills that represent a variety of concepts, including an evolution of your current logo. We will provide a round of revisions to your selected logo. We further design this logo with and without the state name and with and without the strapline in vertical and horizontal lockups, representing all the different ways you could use it.

Color Palettes (2): We start by developing logos in black and white to reduce color bias. But once your logo decision is made, we open up the possibilities visually by allowing you to select between two very different palettes. This is a key decision in how your visual brand identity will "feel" since color evokes emotion.

Looks (2): We craft two entirely different visual looks that allow you to choose how your brand messaging will be conveyed in terms of headlines, photography style, special graphic elements, detailing and copy points. We will also provide a round of revisions for the look of your choice to ensure it reflects your exacting standards. The Creative Committee will select one look, and it will be applied to all subsequent deliverables.

Graphic Standards Guide: This guide contains all the necessary information for using your logo, color palette, typefaces, language, narrative and other key elements to ensure consistency across all mediums from any organization (print and electronic advertising, website design, media placement, public relations, event, templates, etc.). We provide digital and printed versions of this guide as well as InDesign files so you can edit the guide as necessary.

Custom Deliverables (8-10): To assist in the communication of the final brand concept, we will work with you to identify a list of 8-10 custom deliverables that target your specific goals. This is a powerful addition as it brings the logo and design to life through elements in the real world. The production of associated materials remains outside of this scope — the deliverables are visual examples. Options include, but are not limited to:



Website and Social Media Design • Templates (Annual Reports, Presentations, Email, etc.)
Business Cards • Letterhead • Envelopes • Brochures • Co-branding • Outdoor Signage • Economic Development
Marketing • Print and Electronic Advertising • Event Promotion Materials • Merchandise (Apparel, Accessories, etc.)

Phase III: Action

Implementation

Following your brand's development, North Star has the ability to implement a strategic action and communications plan to begin the work of repositioning Zephyrhills in the marketplace. This plan comprises the fundamental action steps that ensure the brand gains traction and maintains momentum. Many of these tasks involve setting up the communication, organization and cooperation that will propel your brand forward. Our goal, and yours, is to make sure that Zephyrhills's brand is the guiding principle for your future, not just a logo and line on your letterhead. This plan will be developed at/around the completion of the brand strategy and include estimated costs/budget and a suggested timeline for implementation.

Community Communication & Rollout Guidance: The first and most important audience for your brand and eventual campaign is your resident base. To educate them on the process, the outcome and the opportunity the new brand creates, North Star will prescribe a community rollout plan that details the brand and campaign to all interested stakeholders and citizens so that they can see, understand, and embrace it before the wider marketplace launch. This will include engaging those who sign up on the Community Engagement Website to be Brand Ambassadors.

Final Report and Presentation: At the completion of Phase III, we compile your brand into a final presentation that summarizes the research, takes viewers through the foundational creative development (line, logo, look and color palette) and through the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables and your brand style guide.

Quality Assurance/Quality Control Program

As a specialist in municipal and community branding, North Star employs many methods to ensure ***budget and schedule adherence and quality control***, as follows:

Quality Assurance: North Star's entire process has been refined over two decades to serve this very objective. We employ the highest standards of research methodology, we are classically training strategists with a proven track record and our creative process is designed to both create inspiring outcomes and give you an enduring product that stands for Zephyrhills alone. Most of all, we guide you. Our years of experience, having seen every twist and turn on the road, give us the ability to lead you to a quality outcome.

Budget Adherence: Our brand process is offered under a fixed price. There should be no deviations from our stated price unless Zephyrhills makes extraordinary requests that are not already offered in our proposed scope.

Schedule Adherence: While quality is our first and highest priority, it is our interest to move the project along efficiently. We have presented a typical schedule in this proposal and will guide the City of Zephyrhills to follow it. Schedule Adherence is a mutual effort that requires both parties moving the project along. From your perspective it will require setting the needed city staff meetings and obtaining required proposals in a timely manner.



PROJECT TIMELINE

Getting Started Call

Week 1

Phase I

Market Research

Situation Analysis

Weeks 1 – 2

Research & Planning Audit

Weeks 1 – 2

Communication & Media Audit

Weeks 1 – 2

Community Engagement Website

Weeks 1 – 2

In-Market (Tour, Focus Groups, Interviews)

TBD

Online Community Survey & Brand Barometer

Weeks 4 – 8

Qualitative (Influencer) Perception Study

Weeks 6 – 10

Quantitative Perception Survey

Weeks 8 – 10

Competitive Positioning Review

Weeks 8 – 10

Brand Strategy

Situation Brief & Insight Development

Week 11

DNA Definition Development

Weeks 11 – 13

Research & Strategy Presentation

Week 14

Phase II

Creative

Creative Brief Development (Internal)

Week 15

Creative Workshop/Community Workshop

Week 15

Foundational Creative Development

Weeks 16 – 20

Custom Deliverable Development

Weeks 21 – 26

Phase III

Action & Implementation

Community Communication & Rollout Guidance

Weeks 27 – 32

Final Report & Presentation

Weeks 33 – 34

Proposed Timeline

34 Weeks

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from client is received at key milestones. If the client approval and consensus process takes longer than 40 weeks, North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.



ABILITY OF PROFESSIONAL PERSONNEL

The North Star team is comprised of knowledgeable professionals who specialize in research, strategy, marketing, public relations, media and creative and have worked together on 50+ client communities. Each team member has the place branding expertise to play a unique role in crafting the branding initiative for Zephyrhills.



Sam Preston

Director of Project Management • Project Manager

Having lived in the west and the southeast, Sam is well traveled. Growing up in Idaho, he developed a natural wanderlust and a love of wide open spaces, viewpoints and opportunities. His studies led him to Utah and there he caught the marketing and branding bug at some of Salt Lake City's best branding agencies. As a Floridian, Sam now enjoys a different kind of wide open space with his growing family. With nearly a dozen years of experience advising clients, Sam is known as a highly organized, steady force at the table for every project. He is a champion of the client's interests, but with a

keen eye for the brand and marketing approach that will serve them best.

Education: Utah Valley University

Relevant Branding Projects: Lehi City, UT, Eagle Mountain City, UT, North Ogden, UT, Osceola County, FL, Clark County, NV, Georgetown, TX



Ed Barlow

Senior Vice President, Director of Strategic Planning

Ed loves a good riddle. Ever since being the fastest to find the toaster in the tree in his pediatric dentist's waiting room, he has been solving marketing and operational challenges with creative and strategic instincts. Most recently, Ed gained valuable experience on both the client and agency sides of the branding relationship as an ADDY-award-winning Director of Marketing and Communications for the parent corporation to a group of national facility services companies serving transportation, travel, aviation, retail, healthcare,

and hospitality industries. He has also worked as Senior Copywriter and Marketing Strategist for a branding design firm in Nashville specializing in persuasive content for Music Row, corporate, and nonprofit clients. His success can be traced to intense curiosity, ability to listen intently, and all those questions that lead to solving any riddle. Ed caters to North Star clients with creativity, effective communication and customer service. His insights and instincts lead clients to a broad, inclusive approach to successful community place branding for the long-term.

Education: Florida State University | MA, Southern Methodist University

Relevant Branding Projects: Manassas, VA, New Rochelle, NY, Petersburg, AK, Gallatin, TN, Fargo, ND, 78 Corridor, CA, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Osceola County, FL, Georgetown, TX



Roberto Muñoz

Research and Market Insights Director

Writing, marketing, research—all done with careful accuracy and quick wit: Roberto is a five-tool player for the placemaking game thanks to his endless energy and versatile skill set. After a stint at a downtown Nashville marketing agency, Roberto joined North Star as a supportive teammate with a penchant for finding the right words—and numbers—to tell a community's story in vivid detail. Whether working on business development or a research presentation, he always looks to learn about unique towns and cities nationwide and about the character and voice that sets them apart. After college, Roberto returned to the Music City to spend time with family and begin a career in advertising. If he's not poring over commas and decimal points, he's likely catching a minor league ballgame in Nashville's Germantown or making a seasonal pilgrimage to Wrigley Field in Chicago.

Education: University of Chicago

Relevant Branding Projects: Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Butler County, OH, Santee, CA, Osceola County, FL, Fayetteville, NC, Indio, CA, Georgetown, TX



Patrick Golden

Executive Creative Director • Project Creative Director

With his background in history, passion for architecture, and love of a good story, Patrick loves learning about the place he hasn't been, a town off the beaten path, or the true heart of a city. Combine these qualities with his love of strategy and design, and he is ready to distill all of this into design mark, logos, straplines and narratives that are as authentic as the places they represent. And he's got the awards to show it – dozens of Addys and an Effie for marketing effectiveness. Patrick has even painted the art on our walls and designed our office spaces. He's a true Renaissance creative man. Being mistaken for a local is the greatest compliment you can pay Patrick. He always has a bag packed, a camera in his hand and a sketchbook in his backpack, ready to rack-up as many miles and experiences as possible.

Education: Flagler College

Relevant Branding Projects: York County, PA, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Santee, CA, Osceola County, FL, Fayetteville, NC, Indio, CA, Georgetown, TX



Tyler Holder

Director of Strategic Communications

While a Florida native, Tyler's career and curiosity often takes him well beyond state lines. From supporting economic development projects to managing community initiatives across the U.S. and beyond, Tyler brings a wealth of experience in public relations, content creation and social media management to our team. Whether it's developing the positioning for a place marketing campaign or navigating complex, multi-layered local issues, his integrated mindset ensures we approach each project holistically, considering all



perspectives and opportunities. As an avid and steadfast Jacksonville Jaguars fan, Tyler takes time away from the office to venture into a couple away stadiums in his teal and black each year – from New York, Houston, Nashville, Seattle, and more.

Education: University of North Florida

Relevant Branding Projects: Osceola County, FL, Indio, CA, Georgetown, TX



Anita Carter

Vice President of Creative Services

Driven by avid curiosity—be it learning the origin of a word or phrase or everything there is to know about a place— Anita is an explorer at heart. The need to know how things work and what "makes people tick" led her to a Psychology degree with a focus in marketing. From being on the team that developed some big consumer brands like the Cadillac Escalade to overseeing an international spa skincare brand and developing place brands in her home state of Florida, the desire to know what is going on "behind the curtain" has proven a truly valuable asset. At North Star, Anita gets involved at every level digging into research to help develop sound strategic foundations and bringing those ideas to life through big ideas, expressive writing and creative expressions. When she's not busy figuring things out, Anita is exploring the world with many of her adventures taking her to wine growing regions, a passion she shares with her husband. She's a trained massage therapist too, but she only pulls that trick out of the bag in emergencies.

Education: Florida State University

Relevant Branding Projects: Placer County, CA, York County, PA, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Santee, CA, Osceola County, FL, Fayetteville, NC, Indio, CA, Georgetown, TX



Taylor Mende

Creative Services Manager

No matter the project or client need, Taylor brings much more than a warm smile to the task at hand. Growing up in a small town in Western New York gave her an appreciation for learning about what makes a community unique. With media, marketing and account service experience in agencies up and down the East Coast, Taylor understands the importance of solid client relationships. She listens and anticipates needs, then responds with psychic-level ability... It's something she learned while working in Guest Services at the ultimate destination for millions of families — Walt Disney World. When she isn't assisting clients, Taylor enjoys capturing perfect moments behind the lens of her camera and maintaining her undefeated-at-home Jeopardy! status.

Education: State University of New York College at Cortland

Relevant Branding Projects: Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Santee, CA, Osceola County, FL, Clark County, NV, Fayetteville, NC, Georgetown, TX



Becky Swann

Art Director

Bi-lingual when it comes to graphic and web design, Becky understands how to use imagery and type to generate desire for all the places she promotes. With an entrepreneurial spirit and love of playing hip hop covers on her guitar, she brings vibrant energy to every project that crosses her desk (even though it has to get through Patsy, the office cat, first). Ads, websites, logos, there isn't anything she can't make beautiful — but more importantly — effective when it comes to design and visual communication. Having grown up in Minnesota, Becky has an affinity for working out of our sunny Jacksonville office. Especially in January.

Education: The Art Institute of Jacksonville

Relevant Branding Projects: Placer County, CA, York County, PA, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Santee, CA, Osceola County, FL, Jacksonville, FL, Fayetteville, NC, Indio, CA, Georgetown, TX



Will Ketchum

President • Leadership & Strategic Oversight

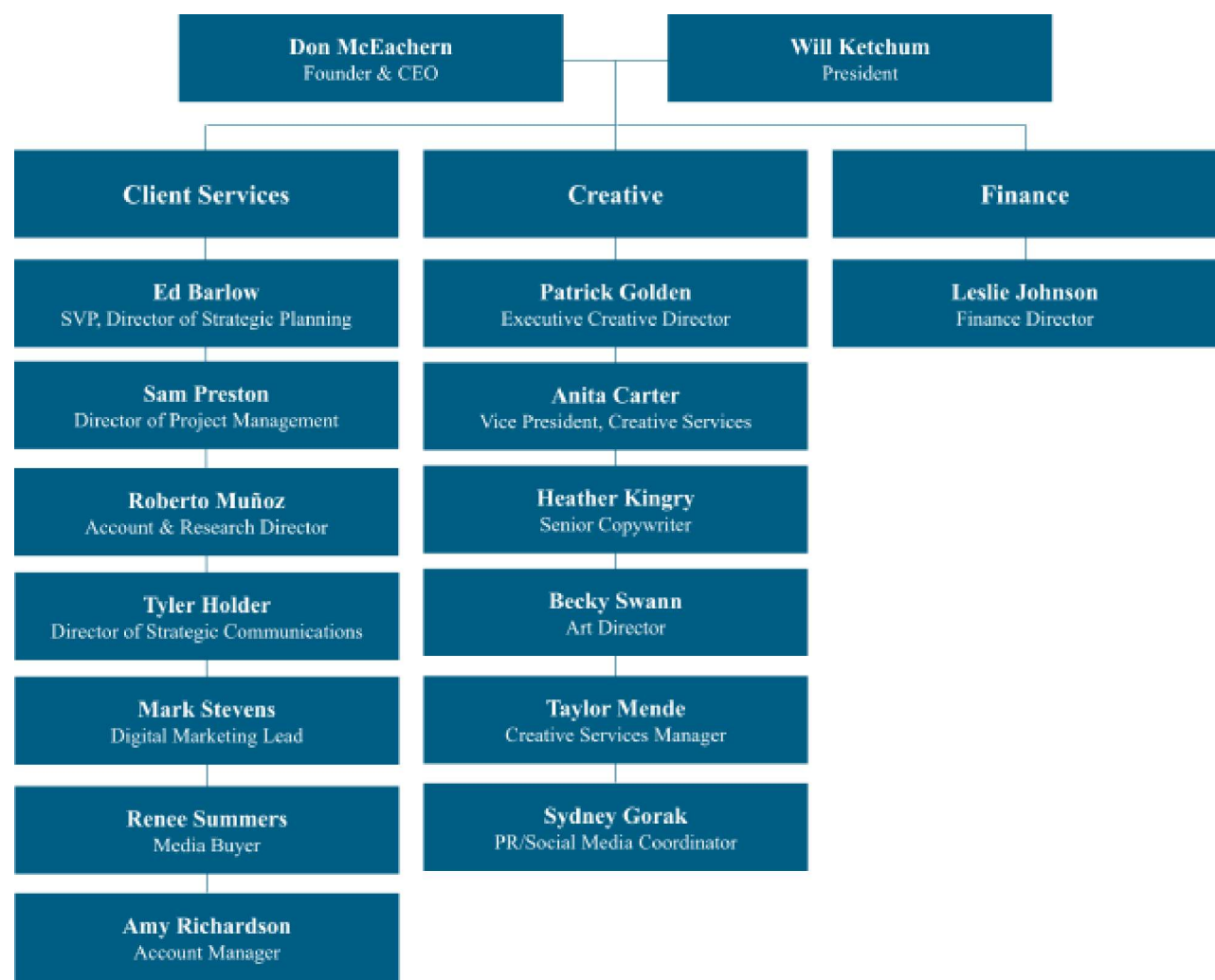
Communities are everything — spirit, pride, livelihoods, ambitions, friendships, recreation, and most of all, home. With that point of view, Will is as passionate about community and place branding as they come. From our Jacksonville office, he manages North Star operations and is always close to clients and our work. He's advised Fortune 1000 companies, major metros and rural counties on marketing and brand strategy over his 30 years in the agency business and has a particular focus in community economic development. He has led a community-wide visioning process to create a competitive global identity for Jacksonville which involved a wide array of city leaders, stakeholder groups and sponsors. Will's never seen a trail he didn't want to take — whether it's traveling to solve branding challenges in amazing client communities, or traveling for fun with his family.

Education: Vanderbilt University | MBA, University of North Carolina at Chapel Hill

Relevant Branding Projects: Fayetteville, NC, Marinette-Menominee, WI, Johnson City, TN, Jacksonville, FL, Osceola County, FL, Fayetteville, NC, Indio, CA, Georgetown, TX



North Star Organizational Chart





SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS



City of Johnson City, TN

- Community-Wide Branding Initiative
- North Star made multiple trips to Johnson City, as well as worked remote from the Jacksonville and Nashville offices
- **Project Description:** The City of Johnson City contracted with North Star to determine Johnson City's true, unique and relevant brand position and help the community stand out in the marketplace.
- June 2018 – April 2019
- Ed Barlow, Project Manager | 594 Northern Rd., Nashville, TN 37122
- Ms. Keisha Shoun, Communications & Marketing Director
423.434.6249 | kshoun@johnsoncitytn.org
- Prime firm
- Research, Strategy, Brand & Creative Development, Activation & Implementation Planning
- Contracted Services completed with budget? Yes
- Contracted Services completed on time? Yes



City of Marshall, MN

- Community-Wide Branding Initiative
- North Star made multiple trips to Marshall, as well as worked remote from the Jacksonville and Nashville offices
- **Project Description:** The City of Marshall and Marshall CVB contracted with North Star to determine Marshall's true, unique and relevant brand position and to help it stand out in the marketplace.
- April 2019 – March 2020
- Ed Barlow, Project Manager | 594 Northern Rd., Nashville, TN 37122
- Ms. Sharon Hanson, City Administrator
507.537.6761 | sharon.hanson@ci.marshall.mn.us
- Prime firm
- Research, Strategy, Brand & Creative Development, Activation & Implementation Planning
- Contracted Services completed with budget? Yes
- Contracted Services completed on time? Yes



City of Georgetown, TX

- Community-Wide Branding Initiative
- North Star made multiple trips to Georgetown, as well as worked remote from the Jacksonville and Nashville offices
- **Project Description:** The City of Georgetown contracted with North Star to determine the City's true, unique and relevant brand position and help the community stand out in the marketplace. North Star conducted research to identify what differentiates Georgetown from competitors. We set out to learn the perceptions and beliefs of stakeholders and influencers as well as understand the competitive situation. North Star then worked collaboratively with Georgetown to determine a strategy to guide the branding of the City.
- October 2020 – January 2022
- Ed Barlow, Project Manager | 594 Northern Rd., Nashville, TN 37122
- Ms. Aly Van Dyke, Communications and Public Engagement Director
512.630.6210 | Aly.VanDyke@georgetown.org
- Prime firm
- Research, Strategy, Brand & Creative Development, Activation & Implementation Planning
- Contracted Services completed with budget? Yes
- Contracted Services completed on time? Yes



City of Santee, CA

- Community-Wide Branding Initiative
- North Star made multiple trips to Santee, as well as worked remote from the Jacksonville and Nashville offices
- **Project Description:** The City of Santee contracted with North Star to determine Santee's true, unique and relevant brand position and to help it stand out in the marketplace.
- April 2019 – January 2020
- Ed Barlow, Project Manager | 594 Northern Rd., Nashville, TN 37122
- Ms. Marlene Best, City Manager
619.258.4100 ext. 295 | mbest@cityofsanteeca.gov
- Prime firm
- Research, Strategy, Brand & Creative Development, Activation & Implementation Planning
- Contracted Services completed with budget? Yes
- Contracted Services completed on time? Yes



City of Sioux Falls, SD

- Community-Wide Branding Initiative
- North Star made multiple trips to Sioux Falls, as well as worked remote from the Jacksonville and Nashville offices
- **Project Description:** The Sioux Falls Chamber on behalf of the City of Sioux Falls and other partners contracted with North Star to create an integrated visual identity (based on its true, unique and relevant brand position uncovered in the research) for Sioux Falls and its partners.
- August 2019 – April 2020
- Ed Barlow, Project Manager | 594 Northern Rd., Nashville, TN 37122
- Ms. Jennie Doyen, Marketing & Communications Director
605.373.2054 | jdoyen@siouxfalls.com
- Prime firm
- Research, Strategy, Brand & Creative Development, Activation & Implementation Planning
- Contracted Services completed with budget? Yes
- Contracted Services completed on time? Yes



City of Fayetteville, NC

- Community-Wide Branding Initiative
- North Star made multiple trips to Fayetteville, as well as worked remote from the Jacksonville and Nashville offices
- **Project Description:** Eleven partners within Fayetteville and Cumberland County came together to contract with North Star to determine the region's true, unique and relevant brand position and help the community stand out in the marketplace.
- December 2018 – September 2020
- Will Ketchum, Project Manager | 1023 Kings Ave., Jacksonville, FL 32207
- Mr. Doug Hewett, City Manager
910.433.1990 | dhewett@ci.fay.nc.us
- Prime firm
- Research, Strategy, Brand & Creative Development, Activation & Implementation Planning
- Contracted Services completed with budget? Yes
- Contracted Services completed on time? Yes



City of La Vista, NE

- Community-Wide Branding Initiative
- North Star made multiple trips to La Vista, as well as worked remote from the Jacksonville and Nashville offices
- **Project Description:** The City of La Vista contracted with North Star Destination Strategies to determine La Vista's true, unique and relevant brand position and to help it stand out in the marketplace.
- March 2019 – January 2020
- Ed Barlow, Project Manager | 594 Northern Rd., Nashville, TN 37122
- Mr. Mitch Beaumont, Community Relations Coordinator
402.593.6410 | mbeaumont@cityoflavista.org
- Prime firm
- Research, Strategy, Brand & Creative Development, Activation & Implementation Planning
- Contracted Services completed with budget? Yes
- Contracted Services completed on time? Yes



Bakersfield, CA

- Community-Wide Branding Initiative
- North Star made multiple trips to Bakersfield, as well as worked remote from the Jacksonville and Nashville offices
- **Project Description:** The Greater Bakersfield Chamber of Commerce on behalf of Kern County and Bakersfield governments and partners including the private sector contracted with North Star to determine Kern County's and Bakersfield's true, unique and relevant brand positions and to help Bakersfield and Kern County stand out in the marketplace.
- December 2017 – August 2019
- Ed Barlow, Project Manager | 594 Northern Rd., Nashville, TN 37122
- Mr. Nick Ortiz, President/CEO, Greater Bakersfield Chamber of Commerce
661.327.4421 | nortiz@bakersfieldchamber.org
- Prime firm
- Research, Strategy, Brand & Creative Development, Activation & Implementation Planning
- Contracted Services completed with budget? Yes
- Contracted Services completed on time? Yes



EFFECT OF PROJECT TEAM LOCATION ON RESPONSE

North Star has two offices, one in Jacksonville, FL and one in Nashville, TN. Team members from both offices will be leading the Zephyrhills project. Each team member has the place branding expertise to play a unique role in crafting the research and branding initiative for Zephyrhills.

North Star is the Prime firm and will not be using a Subconsultant for this project.

Sam Preston will be your Project Manager and point of contact for any questions and issues throughout the project. He will hold regular meetings with the City of Zephyrhills project leaders and report on a monthly basis, at minimum, outlining any significant meetings, discussions, actions and results.

Jacksonville, FL Office Team Members

Sam Preston, Director of Project Management • Project Manager
Patrick Golden, Executive Creative Director • Project Creative Director
Anita Carter, Vice President of Creative Services
Tyler Holder, Director of Strategic Communications
Taylor Mende, Creative Services Manager
Becky Swann, Art Director
Will Ketchum, President • Leadership & Strategic Oversight

Nashville, TN Satellite Office Team Members

Ed Barlow, Senior Vice President • Director of Strategic Planning
Roberto Muñoz, Research and Market Insights Director

How North Star Will Lead The Process For Zephyrhills

North Star's process will guide Zephyrhills through a series of key milestones. While all-in commitment is required from the Zephyrhills branding committee, North Star's project leadership seeks to minimize administrative burden. Here are the ways North Star will lead you:

- Advising you on electing your core committee
- Facilitating an in-market team trip to Zephyrhills at project kickoff
- Administering all research studies
- Keeping the schedule and organizing all milestone meetings (many via Zoom)
- Participating in and leading discussions with electeds on strategy and creative approval
- Presenting the Research & Strategy findings to any larger core group required
- Guiding the creative committee and a potential community creative workshop
- Advising internal staff on community rollout of the brand via a workshop
- Presenting our final report and arming your team to move forward with the brand

What Will Zephyrhills Need To Do?

- Organize interviews, focus groups and a comprehensive fam tour (in-market visit)
- Keeping committee members on task and on-schedule at key milestones
- Taking the time to do one-on-one meetings as needed with key elected and officials
- Represent the program to the media; appoint a community-wide Brand Manager



COST PROPOSAL

Partnering with the City of Zephyrhills is not a responsibility we take lightly. If it becomes necessary, we are interested in collaborating with Zephyrhills leaders and stakeholders to create an even more custom scope of work for perfecting this important initiative.

Phase I: Research, Insights & Strategy	\$30,000
Phase II & Phase III: Creative, Action + Implementation	\$34,000
Travel	\$4,000
Total	\$68,000 (not to exceed)

This cost proposal has been calculated with consideration to third party costs associated with the research (we subscribe to a research tool) and North Star's blended hourly rate of \$185/hr.

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

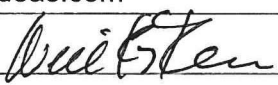
FIRM NAME: The Burdette Agency, Inc. dba North Star Place Branding + Marketing

SUBMITTER'S NAME/TITLE: Will Ketchum | President

ADDRESS: 1023 Kings Avenue, Jacksonville, FL 32207

TELEPHONE NUMBER 904.645.3160 FAX 904.645.6080

EMAIL ADDRESS will@northstarideas.com

Firm Representative Signature:  Date 4/29/22

Notary or Corporate

DRUG-FREE WORKPLACE FORM-35-22-01

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

certifies that The Burdette Agency, Inc. dba
North Star Place Branding + Marketing 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

4/29/2022

Date

PUR062.036
re. 10/97

Addenda Receipt Acknowledgment-35-22-01

Addendum # 1 Date 3/16/2022 Initials WK

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

_____

Signature/Date (Executed by Corporate Authority)

E-VERIFY

RFQ No: 35-22-01

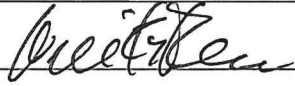
Project Description: Brand Research & Development for the City of Zephyrhills

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: The Burdette Agency, Inc. dba North Star Place Branding + Marketing

Authorized Signature: 

Title: President

Date: 4/29/2022

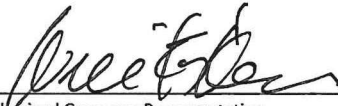
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form – 35-22-01**

The Burdette Agency, Inc. dba
North Star Place Branding + Marketing

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: The Burdette Agency, Inc. dba North Star Place Branding + Marketing
Name of Company – Please Print

Signature: 
Authorized Company Representative

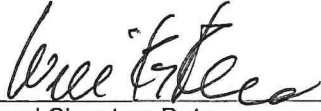
Name/Title: Will Ketchum | President

Address: 1023 Kings Avenue
Jacksonville, FL 32207

Date: 4/29/2022

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

Will Ketchum

Printed Name

The Burdette Agency, Inc. dba North Star Place Branding + Marketing

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
29th day of April A.D. 2022



Leslie A. Johnson
Comm.: HH 185155
Expires: Oct. 11, 2025
Notary Public - State of Florida

(Seal)

By: Leslie A. Johnson

Title: Accounting Director

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



NORTHSTARIDEAS.COM

CITY MANAGER'S REPORT 6.2

Hercules Park Construction Management Services RFQ 35-22-02

Issue:

Approval of Selection Committee's ranking for RFQ-35-22-02 Hercules Park Construction Management Services

Background:

On April 10, 2022, the City distributed a Request for Qualifications 35-22-02 for Construction Management Services-Hercules Park. The solicitation was distributed through Tampa Bay Times and BidNet Direct online. On May 12, 2022, the City received three (3) solicitation responses. The Selection Committee based their rankings on written responses and park development experience. The rankings are as follows:

1. Wharton-Smith 382
2. The A.D. Morgan 336
3. Phinazee Construction 207

Attachment(s):

1. Response-Wharton Smith
2. Response-AD Morgan
3. Response-PCCSI

Fiscal Impact:

Funding for the Hercules Park Project is provided in the FY 2021-2022 Budget.

Staff Recommendation:

Staff recommends City Council approve rankings and direct staff to begin negotiations with the number one ranked firm, Wharton Smith.



CMS FOR HERCULES PARK



Wharton-Smith, Inc.
CONSTRUCTION GROUP

AGENCY: CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542				Request for Qualifications Response Acknowledgement	
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
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	
35-22-02	4/10/2022	CMS for Hercules Park		Thursday - May 12, 2022 before 11 a.m.	
PRE-CONFERENCE ☒ Strongly Recommended ☐ None DATE: April 14, 2022 TIME: 10:00 AM Located: City Hall, 5335 8th Street, Zephyrhills, FL-Council's Chambers				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: Wharton-Smith, Inc. 4912 W. La Salle St. Tampa, FL 33607				If returning as a "NO" state reason:	
TELEPHONE NUMBER: 813-288-0068					
EMAIL ADDRESS: tlarossi@whartonsmith.com					
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.				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: 59-2392802	
					
				AUTHORIZED SIGNATURE	
				Tom Iarossi / Vice President	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this <u>5th</u> day of <u>May</u> , 2022 Personally known: ☒ Or produced Identification: ☐ Type of ID: _____				AFTER NOTARY STATE BELOW	
Notary Signature  _____ My commission expires: <u>11/29/2025</u>				Florida _____ State _____	
					
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.					

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35-22-02 Construction Management Services-Hercules Park

City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-02

PROJECT NAME: Construction Management Services – Hercules Park

RFP DEADLINE: Thursday, May 12 2022 before 11:00 am

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

Federal Employer Identification Number: 59-2392802

Required Documents:

- | | |
|--|--|
| ☒ Cover Page, Pg 1 | ☒ RFQ Response Form, Pg 3 |
| ☒ CMS Contact Sheet, Pg 25 | ☒ RFQ Table of Contents, Pg 26 |
| ☒ SubConsultant/Contractor, Pg 27 | ☒ References, Pg 28 |
| ☒ Public Entity Crimes, Pg 31 | ☒ Error & Omissions, Pg 36 |
| ☒ Addenda Receipt Acknowledgement, Pg 33 | ☒ Debarment, Pg 37 |
| ☒ E-Verify, Pg 35 | ☒ RFQ Acceptance, Pg 38 |
| ☒ References, Business Tax Receipt and Licenses, etc | |
| ☒ Non Collusive, Pg 34 | |

FIRM NAME: Wharton-Smith, Inc.

SUBMITTER'S NAME/TITLE: Tom Iarossi, Vice President

ADDRESS: 4912 W. La Salle Street, Tampa, FL 33607

TELEPHONE NUMBER 813-288-0068

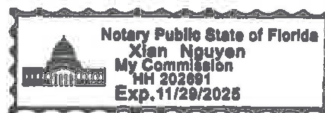
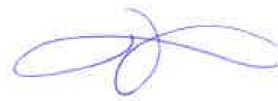
FAX 813-288-0371

EMAIL ADDRESS: tiarossi@whartonsmith.com

Firm Representative Signature: 

Date 05/05/2022

Notary or Corporate



 Xian Nguyen
 5/5/2022

35-22-02 Construction Management Services-Hercules Park

CONSTRUCTION MANAGEMENT SERVICES – 35-22-02

Project Title: **Construction Management Services – Hercules Park**

APPLICANT FIRM NAME: Wharton-Smith, Inc.

ADDRESS: 4912 W. La Salle Street, Tampa, FL 33607

TELEPHONE NUMBER: 813-288-0068

FAX NUMBER: 813-288-0371

CONTACT PERSON/TITLE: Tom Iarossi, Vice President

EMAIL ADDRESS: tiarossi@whartonsmith.com

ALT CONTACT PERSON/TITLE: Jeff Horton

EMAIL ADDRESS: jhorton@whartonsmith.com

FEDERAL TAX ID NUMBER: 59-2392802

Type Ownership: Privately held corporation
 Submittal for ☒ Parent Company ☐ Branch or Subsidiary

Parent Company, if any: Wharton-Smith, Inc.

Former Parent Company/Companies:

N/A

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

Tom Iarossi, Vice President - 813-288-0068

Ron Davoli, CEO - 407-321-8410

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

See the chart to the right.

OFFICE	# OF EMPLOYEES
Tampa, FL	116
Sanford, FL	368
Ft. Myers, FL	23
Jupiter, FL	55
Baton Rouge, LA	23
Gulfport, MS	25
Houston, TX	20
Pensacola, FL	11
Charlotte, NC	39

List main banking references.

Regions Bank
111 North Orange Avenue
Orlando, FL 32801
407-246-8917
Contact: John D. Bachman
Mobile: 412-537-6155

Has the firm ever failed to complete any work awarded to it or been removed from any project awarded to the firm?

No, Wharton-Smith has never failed to complete any work or been removed from any project awarded to us.

List the contact person, addresses, and phone numbers for the firm's bonding company/agent.

Western Surety Company
Guignard Company (Agent)
1904 Booth Circle
Longwood, FL 32750
Contact: Bryce Guignard
407-834-0022



35-22-02 Construction Management Services-Hercules Park

SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-02

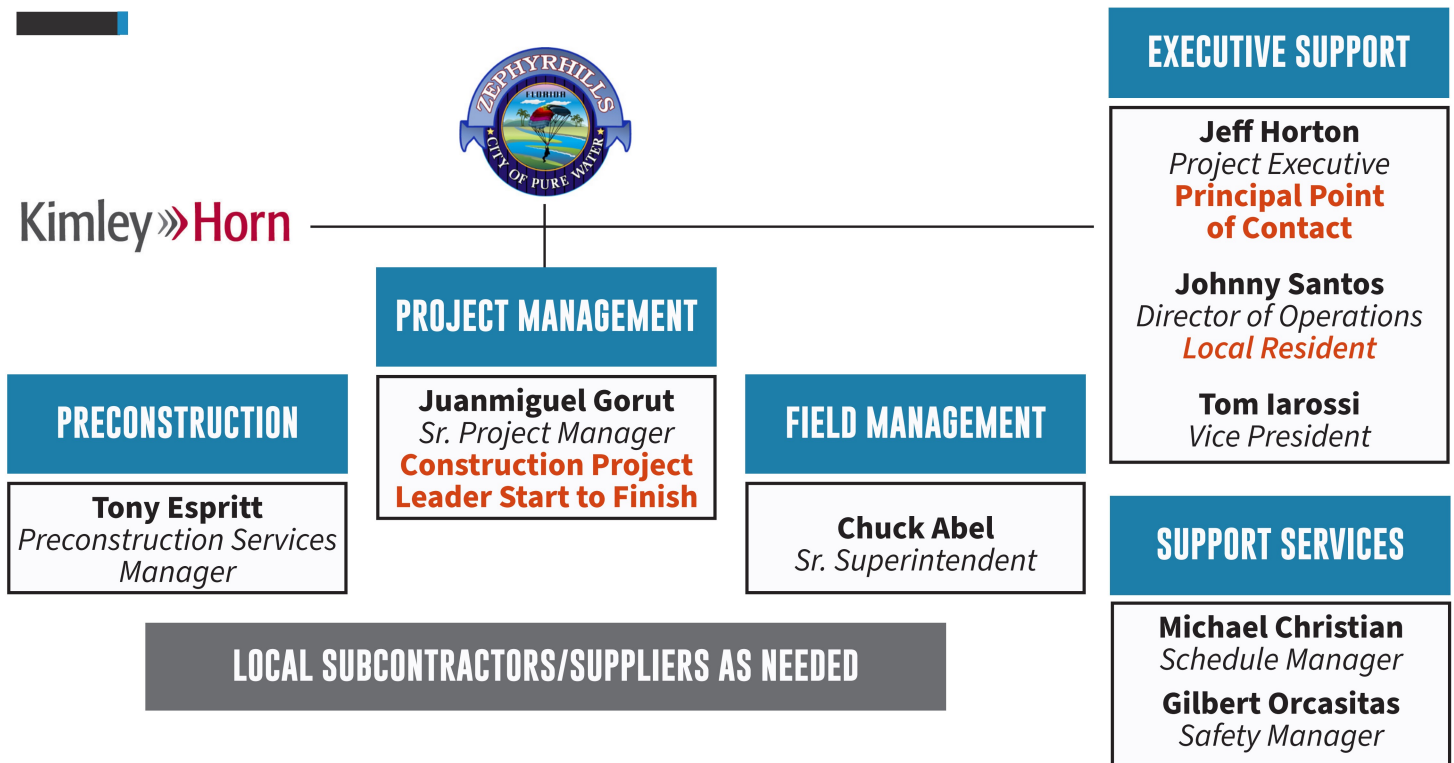
SUBCONSULTANT/CONSTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1. N/A	1.
2.	2.
3.	3.
4.	4.
5.	5.





5.1 QUALIFICATION & EXPERIENCE OF PROPOSED PROJECT TEAM



JEFF HORTON

PROJECT EXECUTIVE | PRINCIPAL POINT OF CONTACT

Jeff is a seasoned Project Executive with 23 years of construction experience and will be the principal point of contact between Wharton-Smith, the City of Zephyrhills, Kimley-Horn, and other consultants.

Jeff is responsible for ensuring projects are completed on time and to the client's satisfaction and for providing executive guidance and problem-solving advice to Project Managers and Superintendents. He will assist in staffing, outlining project plans, setting project goals/deadlines, and evaluating performance.



JUANMIGUEL GORUT

SR. PROJECT MANAGER | CONSTRUCTION PROJECT LEADER START TO FINISH

As Senior Project Manager, Juanmiguel provides direct management oversight for the project team. He provides continuity from preconstruction through the entire construction phase and ensures the appropriate resources are available for the project. Juanmiguel takes an active role in key milestone events in the preconstruction phase to include the partnering session, GMP development, value engineering, constructability and schedule review. He oversees construction and leverages his experience and expertise to ensure the project remains on schedule and within budget.



CHUCK ABEL

SR. SUPERINTENDENT

As Senior Superintendent, Chuck is responsible for the supervision and coordination of the day-to-day activities of the subcontractors and Wharton-Smith employees, including safety inspections, daily reports, three-week look ahead schedules, delivery coordination, production planning, weekly subcontractor coordination meetings, storage and installation requirements, quality control, labor and equipment resources, project final quality, and start-up, testing, and final close-out. He is also responsible for keeping projects on schedule and within budget.



TONY ESPRITT

PRECONSTRUCTION SERVICES MANAGER | COST ESTIMATOR

As the Preconstruction Services Manager, Tony will engage early in the project working with the Owner, user groups, and the design team to develop a cost model that aligns with the budget and schedule constraints. He will be responsible for the review of contract documents, project estimating, the preliminary pricing of the projects, and preparing the Guaranteed Maximum Price (GMP) package. Additionally, Tony will assist with value engineering on the project.

PERCENT OF TIME TO BE COMMITTED TO THIS PROJECT		
Team Member	Pre-Construction	Construction
Jeff Horton	15%	20%
Juanmiguel Gorut	10%	100%
Chuck Abel	10%	100%
Tony Espritt	100%	As needed
Johnny Santos	10%	As needed

QUALIFICATION & EXPERIENCE OF PROPOSED PROJECT TEAM



JUANMIGUEL GORUT, LEED AP, SR. PROJECT MANAGER

Construction Project Leader Start to Finish

As Sr. Project Manager, Juanmiguel will be responsible for providing daily leadership to the project team and for the successful completion of all preconstruction and construction phases of the project. He will develop schedules, perform constructability reviews, value engineering, and site logistics. During construction, he will assist with all construction activities, including quality control, cost control, change orders, and close-out.

EDUCATION

- BS, Mechanical Engineering
- MBA, Global Management

LICENSES/CERT.

- LEED Accredited Professional

EXPERIENCE

- 15 Years

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	SIZE
Woodland Elementary School Addition, Remodel & Renovation, Pasco County Schools (Zephyrhills, FL)	Sr. Project Manager	\$9.3 M	25,274 SF
Crest Lake Park, City of Clearwater (Clearwater, FL)	Precon.	\$5 M	39 acres
Fivay High School Fire Academy Addition, Pasco County Schools (Hudson, FL)	Precon.	\$714 K	1,470 SF
*Site Work for New Port Marina Towers, New Port Tampa Bay (Tampa, FL)	Project Manager	\$44.7 M	N/A
*Weekie Wachee Winding Water K-8 School, Hernando County Schools (Weekie Wachee, FL)	Precon/PE	\$21.9 M	185,000 SF

**Indicates previous experience*



CHUCK ABEL, SR. SUPERINTENDENT

As Sr. Superintendent, Chuck is responsible for the supervision and coordination of the day-to-day activities of the subcontractors and Wharton-Smith employees, including safety inspections, daily reports, three-week look ahead schedules, delivery coordination, production planning, weekly subcontractor coordination meetings, storage and installation requirements, quality control, labor and equipment resources, project final quality, and start-up, testing, and final close-out. He is also responsible for keeping projects on schedule and within budget.

EDUCATION

- AS, Troy University

EXPERIENCE

- 28 years

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	SIZE
*Art of Animation Resort, Walt Disney World (Lake Buena Vista, FL) featured water jet play zone and pool	Sr. Superintendent	\$300 M	87 acres
*Contemporary Disney Vacation Club Bay Lake Tower, Walt Disney World (Lake Buena Vista, FL) included piping install for feature pool	Sr. Superintendent	\$50 M	30 acres
*Coronado Tower, Walt Disney World (Lake Buena Vista, FL) featured Main Entry water feature and lake water fountains	Sr. Superintendent	\$300 M	30 acres
*EPCOT Upgrades, Walt Disney World (Lake Buena Vista, FL)	Sr. Superintendent	\$500 M	N/A

**Indicates previous experience*



TONY ESPRITT, PRECON. SERVICES MANAGER

Tony brings 18 years of construction experience to this project. He will be responsible for reviewing contract documents, estimating, the preliminary pricing of projects, and preparing Guaranteed Maximum Price (GMP) packages.

EDUCATION

- BS, Industrial Engineering - Texas A&M University

EXPERIENCE

- 18 Years

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	SIZE
*Administration Building Renovation, Burlington Northern Santa Fe (Fort Worth, TX)	Precon.	\$4 M	14,500 SF
*Administration Building Renovation, Kimberly Clarke (Fort Worth, TX)	Precon.	\$800 K	4,000 SF
*West Orange Cove Independent School District, West Orange High School (Orange, TX)	Precon.	\$7.5 M	10,000 SF
*Metro Opportunity High School, Fort Worth Independent School District (Fort Worth, TX)	Precon.	\$2.5 M	9,500 SF
*10 School Gym/Storm Shelter Package, Oklahoma City Public Schools (Oklahoma City, OK)	Precon.	\$14 M	10,200 SF
*New K-8 Campus, The Clariden School (Southlake, TX)	Precon.	\$15 M	36,800 SF

**Indicates previous experience*



JEFF HORTON, PROJECT EXECUTIVE

Principal Point of Contact

As Project Executive, Jeff is responsible for ensuring projects are completed on time and to the client's satisfaction and for providing executive guidance and problem-solving advice to Project Managers and Superintendents. He assists in staffing, outlining project plans, setting project goals/deadlines, and evaluating performance.

EDUCATION

- UF: Attended '97-'99
- USF: Attended '04-'05

LICENSES/CERT.

- OSHA 30-Hour
- CPR / First Aid
- MOT - Intermediate; Flagger

EXPERIENCE

- 23 Years

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	SIZE
Crest Lake Park, City of Clearwater (Clearwater, FL)	Project Executive	\$5 M	39 acres
Administration Building, City of Lakeland (Lakeland, FL)	Project Executive	\$6 M	41,000 SF
Fivay High School Fire Science Academy, Pasco County Schools (Hudson, FL)	Project Manager	\$714 K	1,470 SF
Pasco County Schools, JW Mitchell High School Bus Loop (New Port Richey, FL)	Project Manager	\$1.5 M	N/A
Davenport High School, Polk County Public Schools (Bartow, FL)	Project Executive	\$92 M	345,000 SF
*Nature Coast Technical High School, Hernando County Schools (Brooksville, FL)	Project Manager	\$44 M	215,000 SF

**Indicates previous experience*

QUALIFICATION & EXPERIENCE OF PROPOSED PROJECT TEAM

JOHNNY SANTOS, CGC, OPERATIONS DIRECTOR

Johnny has over 30 years of experience in the construction industry and will be the Operations Director on the project. As an Operations Director, Johnny oversees all onsite staffing on projects out of the Tampa, Fort Myers, and North Port Commercial offices. He will regularly visit the jobsite to offer support services and enforce additional quality control measures to help uphold the company expectations on systems, procedures, and final product.



**PASCO COUNTY
RESIDENT**

LICENSES/CERT.

- Class "A" and "B" General Contractor, FL
- Electrical Journeyman
- OSHA 30-Hour
- First Aid and CPR

EXPERIENCE

- 31 Years

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	SIZE
Woodland Elementary Renovation & Classroom Addition, Pasco County Schools (Zephyrhills, FL)	Project Executive	\$9.5 M	25,000 SF new; 6,000 SF Renovation
Crest Lake Park, City of Clearwater (Clearwater, FL)	Operations Director	\$5 M	39 acres
Charlotte Sports Park, Tampa Bay Rays Spring Training Facility (Port Charlotte, FL)	Operations Director	\$2.2 M	4,800 SF - Addition; 5,874 SF - Renovation
Fivay High School Fire Science Academy, Pasco County Schools (Hudson, FL)	Project Executive	\$714 K	1,470 SF
JW Mitchell High School Bus Loop, Pasco County Schools (New Port Richey, FL)	Project Executive	\$1.5 M	N/A
Davenport High School, Polk County Public Schools (Bartow, FL)	Operations Director	\$92 M	345,000 SF



**Woodland Elementary School
Ribbon Cutting**



5.2 PRE-CONSTRUCTION PHASE SERVICES

PRE-CONSTRUCTION	CONSTRUCTION	POST-CONSTRUCTION
Options Analysis ("Needs" versus "Wants") Develop the Budget Estimate Quality Control Pre-Qualifications of Subcontractors	Construction Scheduling Production Planning Quality Control • Mock-ups • Independent Testing • Peer Review Inspections • Pre-Inspection Checks Cost Control	Claims Management Project Close-out Warranty Period Services

PRECONSTRUCTION SERVICES

The project will begin with a kickoff meeting involving all City of Zephyrhills representatives, design team members, and the Wharton-Smith project team. During our initial project meeting, we will identify with the City those individuals, groups, and project stakeholders that need to be communicated with on a regular and consistent basis. Specific lines of communication will be established, and all pertinent information will be discussed. Points of concern such as quality standards, programming requirements, aesthetics, budgets, constructability, scheduling, permitting, and traffic control will be reviewed. It is vital that all parties are on the same page from the outset. Our goal is to ensure that during all project phases we work as a cohesive, cooperative unit with a solid communication methodology, while endeavoring to exceed the expectations of the project and team.

DESIGN ASSIST

At Wharton-Smith, we understand that one of the most critical phases of Construction Management takes place early in the development of the project. Before the project is designed, while the program is being developed and the design is only a concept, there is the best opportunity to obtain the maximum value for each budget dollar. As the program is finalized and the design becomes developed, more effort is required by the project team to identify and implement measures to ensure the budget is maintained.

Wharton-Smith recommends that our preconstruction team participates in every upcoming programming and design meeting. Our Sr. Project Manager, Juanmiguel Gorut, will also attend, as required, to ensure both Preconstruction and Operations are always dialed into the project status. Prior to each meeting, we will review the most current design and program documents. Based on past experience, we will keep a sharp lookout for items we know will be required although not yet drawn. During the meeting, we listen to what is being said to understand how the written design may be influenced by the discussion, noting all items that may be a candidate for inclusion in the project.



During the project team meetings following prioritization, we provide real-time estimating input. As an item is being discussed, if there is the potential to exceed the budget, we suggest alternatives with similar durability and maintenance requirements to achieve the same goal at lower cost. Consideration is given to the availability of the item, and how it may affect the overall project duration. This is done in real time, with a recap at the end of the meeting so that the team is aware of all changes discussed and the effect on the project budget. This feedback focuses thought and allows immediate decisions on the items under discussion. The design moves forward, minimizing revisions and keeping both the budget and schedule on track.

The iterative process of real-time estimating is critical to prevent a gradual increase of project cost through many small changes that by themselves appear insignificant but, together, cause the project scope to creep gradually out of the original program limits. This is particularly effective when the project team has many stakeholders. All can participate, be informed, decide, and avoid circling back to issues that have already been concluded.

DESIGN REVIEWS

Design reviews have become standard in Wharton-Smith's CMAR procedures. As the construction manager, we provide informal and formal design reviews including feasibility and availability input on products that your architect has specified for the project. We suggest the most economical method and material to construct the architect's design intent. When there is a product that we have used on other projects that matches the quality, durability, maintainability, aesthetics, and has a lower cost or better availability, we will provide appropriate product data to enable the team to decide whether that product will provide value and enhance the project.

At each design milestone, Wharton-Smith performs a detailed design review. We compare the drawings, narratives, and specifications to identify conflicts or trade contractor scope gaps that must be accounted for in the estimate. We ask questions and document the responses so that contingency is managed and guessing minimized. Our experience tells us that defining these items early nails down cost and gives less opportunity for surprises in subsequent estimates.

A written list of the review comments is submitted to the project team with each cost estimate. During subsequent reviews, we verify that each item has been properly addressed and has been incorporated into the current document set. Our reviews are based on the following elements:

- Thorough understanding of the project (program) requirements
- Previous cost data from our extensive database
- Experience in the Florida market
- Input from select major trades

Within our preconstruction department, we have staff experienced in architecture, civil, structural, electrical, and mechanical disciplines. Each, within their own area of expertise, performs quantity takeoffs and cost estimates for each division of the project specifications. The project is analyzed for practicality, access, phasing, schedule, seasonal issues, and other items affecting constructability. Utilizing input from our construction staff and our in-house cost library of similar projects, costs are developed for each work activity. Items that were not in the previous version of the documents are identified and flagged. At the appropriate point in the design, costs are verified with the local subcontractors. Our estimates are constantly updated to accurately reflect the project in its current design stage. Items of potential confusion are flagged so that sufficient detail can be included in the design documents, thereby avoiding subcontractor contingency. We offer estimates at any stage of the preconstruction with typical milestones at conceptual estimate, schematic estimate, design development estimate, and GMP estimates.

VALUE ENGINEERING

Our team will incorporate value engineering during design to provide the most efficient, affordable, and constructible facility possible. Value engineering employs life cycle analysis to ensure that all materials and operating systems will be lifelong and low maintenance. We thoroughly review items such as end user costs for running the facility after construction. We will continue value engineering throughout construction maintaining the highest quality standards, and to ensure budget compliance, without jeopardizing the quality of the project.



CITY OF CLEARWATER CREST LAKE PARK

1. Public Gang Restroom

Design for the public gang restrooms at the City of Clearwater's Crest Lake Park called out for a traditional building construction with concrete foundations, slab on grade, CMU walls, cast-in-place concrete tie-beams and a structural steel supported standing seam roof system. This design would require several trades for construction with various start-stop sequences to coordinate its construction. The forecasted cost for this building was tracking at \$355,000.

In researching with local precast subcontractors we came across one that built public gang restrooms out of precast from their facility which was a turnkey operation. Floors, walls, and roofing were all included with their design. The turnkey product also included infilling all opening and fixtures including doors, windows, water closes, and interior finishes. This concept would also eliminate the need for any foundations as it would rest on a 6" bed of crushed stone. ***This replacement design came in at a cost of just \$155,000, which was a savings of \$200,000 to the owner.***

2. Shelter Pavilions

Several shelter pavilions were included at the Crest Lake Park project. Two versions of shelters were designed, both with similar construction that included structural steel columns, beams for the roof assembly and a standing seam roof system. These were supported by cast-in-place spread footings with a slab on grade floor. These pavilions were averaging a cost of \$77,000 per location.

Utilizing the same precast system contract as the public gang restrooms, they were also able to propose an alternate design that could be built offsite as a turnkey system. These precast pavilions included the slab, columns and roof structure. In addition, these precast structures would also rest on a 6" crushed stone base versus a concrete foundation system. ***The alternative design resulted in an average cost of \$55,000 per location which resulted in a \$22,000 savings per pavilion.***

COMPETITIVE BIDDING

Once the project moves from the design phase, it is our team's responsibility to develop the best competitive subcontracting and bid strategy for the project. We will prepare a list of best potential vendors and subcontractors suited for this pricing and construction delivery method. By providing accurate, complete, and detailed bid instructions to the subcontractors, we ensure there are no misunderstandings or unknown circumstances that would otherwise creep into the bids. All the subcontractors bidding the project will be qualified to perform the work. Some of the factors we look at include the following:

- Successful past direct experience
- The Owner and design consultant's recommendations
- Manpower availability
- Location
- Bonding
- Past relevant experience
- Project staff
- Financial strength

When subcontractors are pre-qualified correctly, the award process is simply the lowest responsive and complete bid.

Wharton-Smith has seen firsthand that the subcontractor market is saturated with work and subcontractors are now hand picking the projects they pursue. Just as we view our long-standing relationship with our clients as a base for the joint success on projects, we also view our relationship with subcontractors and vendors similarly. We have historically immediately engaged subcontractor participation as soon as a project is advertised through in-person communication, subcontractor outreach events, public notifications, and strategically prepared bid invite lists that are tailored for the specific needs of the project. We have also collectively been able to build and grow relationships with the subcontractor market over the last 38 years, and the foundation that these relationships are founded on allows us to continually deliver projects at more competitive rates than our competition. As Florida begins to go back to work after enduring the 2020 COVID-19 pandemic, the need for qualified labor has become predominant for all new projects under development. Wharton-Smith has developed a process to work through this issue that permits our teams to work with the most qualified subcontractors for all our projects. A few ways that we have been able to continue our success to mitigate the labor shortages include the following:

- Perform outreach programs for subcontractor involvement
- Host Lunch and Learns for training development
- Subcontractor Appreciation Events
- Innovative Pre-bid Events
- Subcontractor Small Business Events

At Wharton-Smith we consider ourselves an extension of our clients, and as such we view all projects through their eyes. Maximizing coverage of trades ensures a spirit of competition and allows for the best overall price to be submitted in the GMP. With a dedicated preconstruction staff of 22 employees company wide, and by using a subcontractor library of over 3,200 subcontractors and vendors, we routinely deliver GMPs with 5-6 bidders per trade. In addition, it is common practice at Wharton-Smith to provide bidders detailed scopes of work prior to bids being submitted. This activity, as well as requiring that the provided scope of work accompany the bid when submitted, confirms that all subcontractors for a specific trade are submitting bids that are comparable to that of their competition. Further, pre-bid scopes of work allow the opportunity to level the playing field with all bidders specific to any special requirements that may not be included on the contract documents such as a need for off hours work, site access, offsite parking if necessary, etc. These scopes of work are used as a tool when meeting with subcontractors to review their bids, minimizing changes and eliminating surprises; ultimately, they are a final checklist to substantiate our recommendation on which subcontractor to carry in the GMP.



5.3 MANAGEMENT PLAN – CONSTRUCTION PHASE

Every project is unique and requires a specific approach in order to maximize the program for the budget dollars that are available. It will be Wharton-Smith's job to work the design team, not only during the design phase, but also during the bidding and construction phases in order to maximize the best value for the City of Zephyrhills.

COST TRACKING AND COST CONTROL DURING DESIGN

During the design phase, cost control is maintained by constantly measuring cost against the original budget. Our Sr. Preconstruction Manager, Tony Espritt will work directly with the City and the design team to document any changes or savings ideas for the project, identify impacts to the schedule and construction costs, develop new schedules, and updated cost estimates. This will help the City make informed decisions in a timely manner. Pending Owner expectations, we can provide budget estimates at the following stages of the project: conceptual, schematic, design/development, and Guaranteed Maximum Price (GMP).

In the construction management at risk (CMAR) delivery method, the GMP must be managed with an **open-book policy**. This policy is one of the greatest advantages of CMAR. Open and honest communication allows financial decisions to be made jointly. Equally important, it allows financial records to be kept with complete transparency. This policy starts from the very first design cost estimate and is maintained through close-out.

The cost tracking system that our team implements involves the City every step of the way, and truly maintains the transparency for how the GMP is created, how it was administered and maintained, and how it is closed out. Wharton-Smith has been successfully completing CMAR projects since 1995. **We are proud to say that we have never exceeded a GMP on any CMAR project.** This is a direct result of our effective cost control protocols, stemming from the experienced personnel we have, the management systems we employ, and the relationships we build. The benefits of our preconstruction plan include:

- Open-book policy – No hidden or internal cost
- Accurate cost estimates – Historically within 2% of construction cost; this means maximum project scope!
- Comprehensive logistics planning – Increase safety, increased efficiencies, and reduced costs
- Comprehensive scheduling – Includes design, owner equipment, construction, and commissioning
- Comprehensive design reviews for constructability – Increased quality control and reduced costs

COST CONTROL AND REPORTING DURING CONSTRUCTION

The Wharton-Smith team employs an organized system of controls to ensure that costs are managed and controlled during all project phases through construction completion. Our cost controls begin with understanding the City's program requirements, analyzing the overall project budget, and aligning it with our construction estimates.

For cost accounting, Wharton-Smith uses Sage software to provide real-time cost analysis and reporting. Our on-site team will provide monthly project status reports to all stakeholders. We can also trend costs to predict labor productivity using our labor variance reporting. This comprehensive reporting system includes the following items:

- Monthly cost narrative – Describes the current construction cost estimate status of the project.
- Cost control report – Describes the current cost and payment status for the project.
- Project accounting report – Provides detailed accounting of all expenditures for the project.

CHANGE ORDER MANAGEMENT

Our team approaches every project as if it is to be audited, whether or not it is intended to be. Our change order process is done in such a way that we maintain an open-book policy with the Owner to ensure that you are getting what you need for the project for the right price. The Wharton-Smith team utilizes templates that identify what each change order is for, the amount of the change order, and the proposal back-up documents from the subcontractors that we have vetted to ensure there are no issues. When the template is submitted for review, we include the line items for signatures from the Owner, the architect, and the construction manager prior to issuing the change order. The project team takes the cost, reviews it, and confirms the quotes to ensure that the subcontracts are being met.

SUBMITTAL MANAGEMENT & REPORTING

The shop drawing process is managed in-house using our project management software platform, RedTeam. A submittal log is created in RedTeam that assigns required shop drawings organized by specifications. We review the specifications and drawings to identify all items that require shop drawing submittals for approval. The due dates are defined and tracked by our project management team. Based on the project schedule, we also track to confirm that the subcontractors and vendors are meeting their agreed-to promise dates.

Our first step is to develop a list of all the submittals required, then each item is entered into the Submittal Log. Each submittal item is analyzed to determine its complexity and the corresponding due date that is included on the schedule. Lead times and shipping requirements for all equipment and material orders are then accurately included in the schedule. All major shop drawing submittals are added to the project schedule in three components:

PREPARATION

Subcontractor and CM prepares shop drawings, product data and samples required to formally submit for approval. Time assigned to the submittal is based on complexity of the item and critical need on the jobsite.

REVIEW

This is the timeline for the design team and Owner review and approval process. Standard contract allowance of 14 days is assigned, unless it is a non-critical item then additional time may be allowed.

FABRICATION

Once the shop drawing or submittal is approved, the order is released for fabrication of materials and delivered to the jobsite. Fabrication is linked to the corresponding activity on the schedule for when the material or equipment is needed on the job.

MATERIAL DELIVERIES

Material deliveries must be evaluated in terms of lead time for fabrication/delivery and schedule needs for the project. We perform these evaluations early in design so that timely arrival of all items needed to construct your facilities can happen on time. This ability for early procurement must be followed with expediting submittal delivery, approval, and fabrication for delivery. Our established approach to this critical component on your project will have us publishing a weekly critical item report in RedTeam. This report alerts management on Mondays of outstanding Purchase Order returns, submittals due, deliveries, etc. We must monitor vendors to ensure they uphold their commitments. Once shipment begins, we prepare to either store or install these timely deliveries.

PROCUREMENT OF EQUIPMENT AND SUPPLIES

As we enter the procurement phase of the project, we will secure pricing of equipment and supplies through bidding and price verification/comparisons. A comprehensive GMP must be developed with all the right steps to lead to the best value for the City of Zephyrhills. Pre-assessing expensive, long-lead items will help start the cost estimating correctly. Thereafter, we will be identifying the right vendors to work on the project. Our selected bidder's list will accomplish this. Our bid packages, with comprehensive scopes of work, informative bid forms, and mandatory pre-bid meetings, will ensure no scope gaps are encountered once contracts are set. Timely procurement of critical path items will allow us to maintain schedule. Attention to schedule and details is what makes us successful at mitigating risks. Once all bidding is complete, substantial savings can be realized, usually as much as two to five percent.

SCHEDULE MANAGEMENT

Wharton-Smith utilizes Primavera® P6 to develop and maintain the Critical Path Method (CPM) project schedule. While our in-house Wharton-Smith team certainly has some of the best and brightest minds in the construction industry, a schedule made in a vacuum is not the right tool to guide a job. As such, we build the “first pass” of the project schedule outlining our intended phasing, sequencing, logic ties, crew ties, and durations in-house. Before establishing it as the project’s baseline schedule, we seek the valued input from our subcontractor team. Of course, we cannot let the subcontractors dictate the project schedule—but we certainly need their buy-in on the plan. After massaging the schedule to include the subcontractors’ input while adhering to our overall plan and goals, we have a truly usable tool to guide the project.

The detailed project schedule is developed during the preconstruction phase and is distributed via bid packages during the bidding process to provide better information to the bidders. This eliminates the unknowns, and the results are better bids. Once construction starts the schedule is updated weekly by our project team and reviewed with the owner weekly. The updates are also included in the monthly project report to the City of Zephyrhills.

As equally important to having subcontractors’ buy-in on a schedule is recognizing that the schedule is a living, breathing tool—a tool that requires frequent progress updates, sequencing, and logic changes to match real-world happenings and analysis to weigh options and impacts from certain schedule change decisions. Wharton-Smith updates our CPM schedule every two weeks with actual as-built information. Doing so allows us to have an accurate tool for forecasting long-term as well as short-term goals. Ninety-day filters allow us to proactively prepare for the upcoming scopes of work that are not already in our micro-level four-week planning.

Every week at our subcontractor coordination meeting, we put the project schedule into an applied, tangible practice via Wharton-Smith’s Production Planning System. Wharton-Smith’s production planning system is an interactive scheduling system where the current four-week lookahead is laid out via color-coded subcontractor and task specific sticky notes on wall-mounted calendar boards. Showing the schedule in this visual manner not only allows subcontractor field supervision staff to better understand—it allows them to engage in understanding what role they play in the overall project schedule.

Our thorough process of creating a realistic project schedule with buy-in from our subcontractor teammates greatly reduces the number of schedule issues we encounter. We very rarely have any major schedule challenges that require a vast overhaul of the overall plan. Of course, minor issues come up on a weekly basis—material is late, a crew is behind on another project and shows up a few days late, we lose a day to weather, etc. Those are everyday hurdles in the world of construction management that we work through in the field via minor resequencing and acceleration. We use our schedule to ensure we are making the best decisions for the project’s overall success.

TECHNOLOGY USED TO SOLICIT BIDS AND MANAGE PROJECTS

Construction is the most complex phase related to coordination, communication, scheduling, and documentation. We take pride in being on the cutting edge in technology use by utilizing computer-based management tools and support for record keeping, reporting, and document control. The following information systems are standard for our projects:

Project estimates are produced with Interactive Cost Estimating (ICE) by MC2. With an ever-increasing need for accurate estimates and cost analysis, ICE provides consistency in price estimating for our clients.

For cost accounting, Wharton-Smith uses Timberline software to provide real-time cost analysis and reporting. Our project manager will prepare numerous cost option analyses throughout the project duration, delivering cost ideas to save you money without compromising quality.

Our scheduling is performed in-house by our experienced staff of project schedulers and project managers. Wharton-Smith uses Primavera® P6 for computer-generated Critical Path Method project scheduling.

Wharton-Smith uses Building Information Modeling (BIM) to help eliminate surprises. BIM applications imitate the building process. Instead of creating two-dimensional (2D) drawings, buildings are modeled from construction elements. This allows architects and engineers to design projects in the same way they would be built. Where we might have used a light table to layer the drawings and identify conflicts, today we can create a realistic virtual model. This gives the decision makers the ability to see and communicate their ideas and solutions. We can also add the fourth dimension of time to our drawings by showing the progress of the structure as it relates to the schedule. We call this Value Stream Production Planning. Now project leaders are able to see the work zone and all of its physical limitations long before we send a crew out.

We also use Navisworks Manage, which allows us to bring in fabrication drawings from outside subcontractors, take a virtual tour, and holistically review the integrated model for clashes with stakeholders. Most importantly, we have a seasoned team of professionals in our Virtual Construction Department ready to bring your project to life.

Our in-house Virtual Construction Department uses Construction Phasing Animations to visually detail the schedule and flow of construction for your project. These animations are useful on many levels and are used during the preconstruction phase to communicate to potential bidders the scope and schedule of the project and used during construction to clarify the flow of the project between trades.

Wharton-Smith has implemented the use of Bluebeam® Revu® software into our project management process. Bluebeam Revu is a construction application that allows Wharton-Smith, the project team, and the Owner to collaborate on project plans, specifications, and photos in a common database. New drawing revisions and RFIs are uploaded to Bluebeam Revu and synchronized to the project team members' iPads. In this way, our teams have the opportunity for better evaluation of any conflicts, potential modifications, and/or value engineering that may need to occur. In addition, by utilizing Bluebeam Revu, we can assist our design teams by using their drawings and attaching photographic evidence to any of our RFIs. Bluebeam Revu also allows us to do day-to-day as-built modifications, create punch lists and red-line directly into the plan set all on our iPads in the field. This type of real-time accuracy provides you with the confidence that your project will be completed without costly errors, coordination change orders, and omissions.

Maintaining proper as-built information in the field is equally important. Wharton-Smith's superintendents are proficient in working with survey instruments to accurately record dimensions, elevations, and coordinates. We employ the services of a certified surveyor when required to make sure our subcontractors stay up to date, we require that their as-built drawings are updated monthly and are a prerequisite for payment.

Finally, our team uses RedTeam, a multi-faceted database application that can document contracts, request for information documents (RFIs) submittals, and change orders. Not only does the application allow for document storage, but it allows for the team to share contract plans, specifications, submittals, RFIs, and meeting minutes.

CLAIMS MANAGEMENT

Wharton-Smith believes that potential conflicts can easily be avoided by developing trustworthy relationships early on with all parties involved on a project and by encouraging open communications. A well planned project will have minimal exposure to claims. Again, our close-out procedures are the same under a continuing services project as our other projects. We hold subconsultants accountable throughout construction to have their paperwork in order knowing that many of the projects under this contract will need to be accomplished under a tight timeframe—over the summer—and often come down to finishing just before school starts. Therefore, we want close-out to be carried out in a timely manner and have everything set up and in order from day one.

PROJECT CLOSE-OUT

At the beginning of the project the team will have a formal meeting to discuss the project close-out process. Through this meeting, a detailed plan will be developed identifying the steps required to close out the project. This plan will be written and communicated to the entire staff and is devised to ensure a minimal punch list and quick occupancy of your projects. The close-out plan will include the following:

- Operation and maintenance (O&M) manuals/executed project warranties
- As-built drawings
- Close-out letter
- Subcontractor close-out meeting
- Project close-out summary

WARRANTY PERIOD SERVICES

Wharton-Smith's approach to warranty items is that when the owner calls, we respond. It is our commitment that we stand behind our work and make it easy for owners to trust that we will be there long after the warranty period may have expired. Specifically, we have implemented a warranty response process that identifies a specific Close-out Team that will address any post-occupancy warranty items that may arise.

QUALITY ASSURANCE AND CONTROL PLAN

The Wharton-Smith team has a culture of responsibility that embeds quality awareness in all of our organizational processes. We are committed to quality control and quality assurance, customer satisfaction, and continuous improvement.

Our formal Quality Management (QM) program includes the development of clear, quantifiable, and measurable requirements. Our quality control staff will start by developing a plan tailored specifically for the Hercules Park project. During preconstruction, project team meetings will be held regularly to discuss the constructability of the design details, compliance with material, and product specifications, and sequencing of planned activities. Our team stresses a methodical step-by-step procedure focused on reporting mechanisms, which aim to resolve problems before they become critical while keeping everyone involved with the project fully informed and fully aware of all issues at hand.

Wharton-Smith's extensive QM program will provide you with the knowledge, expectation, and follow-through to ensure that a quality project is completed on time. Our high level of quality work is especially evident in the areas where we self-perform work. Our QM program focuses on constant feedback and improvement as we track and perform work.

Some of the ways we will ensure quality during the construction phase includes holding pre-task meetings with our subcontractors, providing mock-ups in order to establish a level of quality, and performing independent testing of installed systems. Throughout construction, our team will continually walk the project site working with the architect, engineers, and end user to ensure expectations of quality are exceeded. All materials unloaded on site are inspected for completeness and construction quality from our suppliers. We recognize that quality work is the key to success on any project we undertake and Wharton-Smith is committed to exceeding your expectations on this project.

MOLD PREVENTION PLAN

As Florida residents, we all know that rain is predictable and preventing water intrusion is one of our main goals for all construction projects. Water intrusion promotes the growth of unwelcome bacteria, mold, and fungi. Therefore, the best way to control mold growth is to control the presence of unwanted and excessive moisture. Here at Wharton-Smith, our teams have developed a very comprehensive Mold Prevention Plan that has assisted our jobsites in preventing mold on all our projects. The following is the summary of that plan for your review:

- Provide mock-ups for both quality and opening assessments to identify proper installation
- Reduce indoor humidity (to 30-60%) to decrease mold growth
- Use air conditioners and dehumidifiers
- Increase ventilation and vent moisture-generating sources to the outside
- Clean and dry any damp or wet building materials and furnishings within 48 hours
- Reduce the potential for condensation on cold surfaces by adding insulation
- Confirm test and balance and building pressure for any vertical construction
- Establish early development of ponds and permeable surfaces
- Provide proper drainage and slope the ground away from foundations
- Early confirmation of As Built for slopes and banks to mitigate ponding
- Monitor and mitigate any over watering to assist with mold prevention



SAFETY

5.4 SAFETY

Our team has a comprehensive safety training program that includes written programs for Hazard Communication, Fall Protection, General Safety, and Drug/Alcohol Abuse. We also have an extensive corporate safety manual, which contains 33 sections pertaining to all areas of jobsite safety. All field supervisory personnel, superintendents, assistant superintendents, and craft foremen have been OSHA certified as competent persons in at least one of the following: Trenching, Scaffolding, Confined Space, and/or Fall Protection. In addition, each project has at least one employee trained in CPR and First Aid.

All employees are required to go through the company's basic safety orientation. This training covers the basics of general safety, housekeeping, HazCom, trenching, electrical, lockout/tag out, personal protective equipment, and confined space entry. All crane operators must complete 24 hours of classroom and skills training before allowed to operate any crane, and all equipment operators are required to complete our operator certification course. We actively pursue and encourage any specialized training that would benefit our employees.

Thorough jobsite safety inspections are conducted continuously throughout the project by our on-site safety personnel. A pre-job safety planning meeting allows potentially hazardous tasks to be flagged in advance so the project staff can prepare. Each project is also inspected by our Safety Department staff on a monthly basis. The inspections cover every aspect of on-site safety and include an electronic report that addresses both hazardous conditions observed and assigns responsibility for corrective actions. Each inspection report is personally reviewed by our management team including the president of the company.

Subcontractors are required to submit their company safety manuals so that we as the construction manager can ensure that all safety procedures are being met. Before the workday begins, the superintendent will conduct on site safety briefings with the Wharton-Smith employees and the subcontractors to remind them of the safety expectations. The project manager creates a monthly checklist for safety walks to ensure all safety protocols are being followed. Safety incentives are also used to help boost the safety moral. Individuals that are observed following the safety procedures and taking initiatives to help other subcontractors and employees remain safe are chosen at random and receive a gift card for being safe.

Our safety record speaks for itself. The company has been honored with many safety awards since our incorporation, including national awards for Safety Excellence in Construction and Best Overall Safety Program. The company continually reviews jobsite history to determine progress in current programs and improvements which need to be implemented. We also offer an in-house monthly incentive plan for projects with the best safety record.



GILBERT ORCASITAS

YOUR DEDICATED SAFETY MANAGER

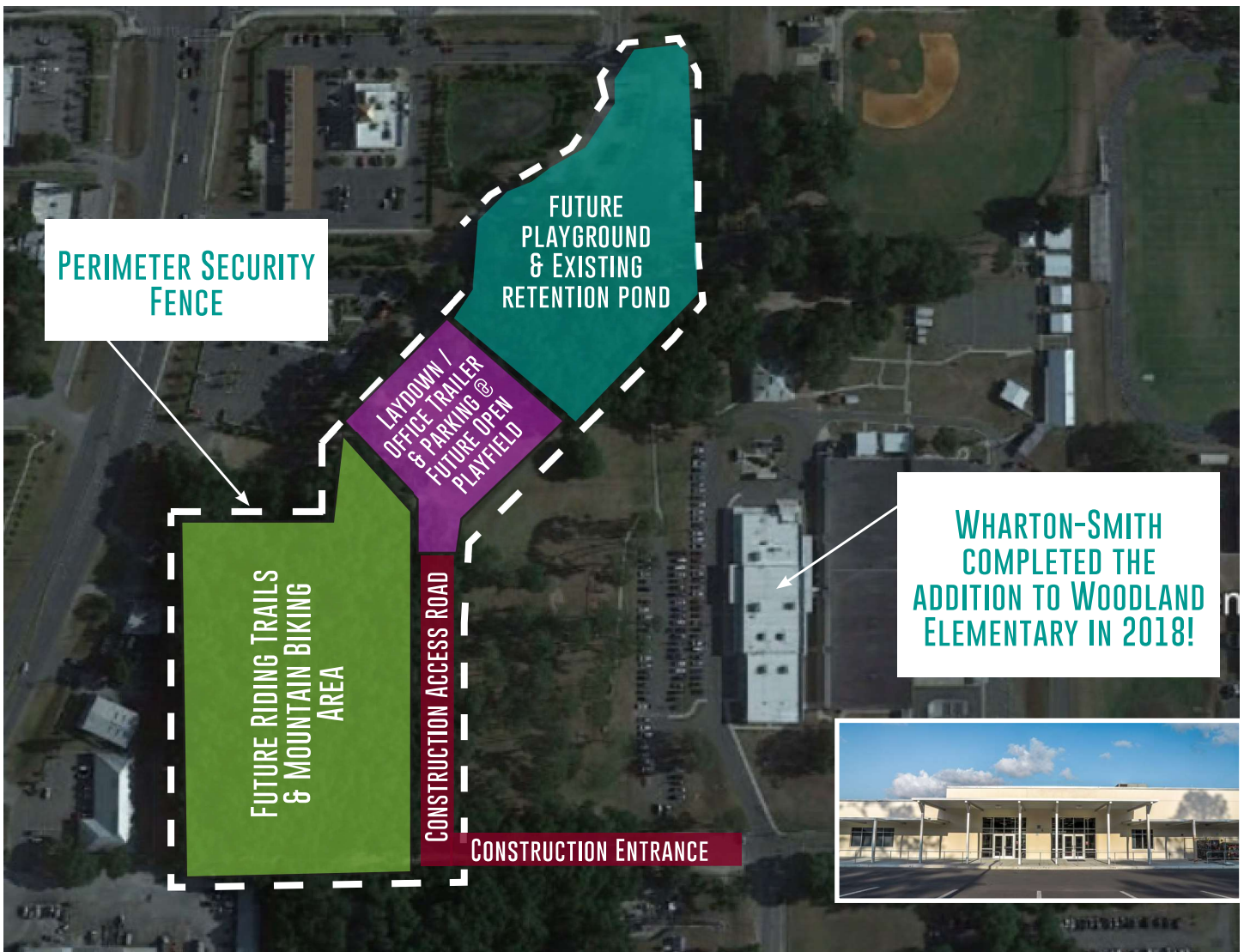
Gilbert is responsible for safety training and inspections at all of Wharton-Smith's jobsites. He visits jobsites at least twice a month and conducts safety inspections. Gilbert completes training in both Spanish and English, including new employee safety orientation, in-house competent person training for trenching, excavation, fall protection, confined space, scaffold, rigging, work zone safety, flagger training, back-hoe loader operator, track-hoe operator, and forklift lull operator.

SITE SECURITY AND ACCESS FROM NEIGHBORING PROPERTIES

Wharton-Smith understands the importance of jobsite controls when working in areas with neighboring properties. Keeping our jobsites secure and protecting surrounding property from damage is always a priority. Our best tool for keeping the site secure is the full-time supervision that we keep onsite, without exception. We also strive to keep our “footprint” to an absolute minimum by keeping our work zones neat and tidy. Our tools, process equipment, and valuable materials can be stored in locked theft-proof containers. In some instances, it is preferable to use alternate entrances to the site to keep our traffic isolated from existing businesses. We can provide guard services at entrances if necessary, and we can use wireless, battery powered camera towers if night time security becomes problematic.

If needed, to keep construction activities separate from the neighboring businesses, we will employ security and safety controls including detailed phasing plans, temporary fencing, pedestrian control signage, access control gates, security guards, and limited material delivery times. A comprehensively developed site utilization and logistics plan is prepared by the project superintendent prior to mobilizing on site that proactively plans for parking, trailers, equipment storage, material storage and vehicle parking. We also plan delivery truck access routes through the site to prevent asphalt damage, provide accessible ingress and egress, and eliminate potential vehicle collisions.

Our proposed site logistics plan is demonstrated below:





WHY WHARTON-SMITH?

5.5 WHY WHARTON-SMITH?

EXPERIENCE – Wharton-Smith brings a strong depth of experience with **recreational and park** projects throughout the state of Florida. Over 95 percent of Wharton-Smith's work is performed for clients in the public sector, including 18 projects within the borders of Pasco County, on-going continuing service contracts with both Pasco County and Pasco County Schools and work outside of that for over 80 counties, towns, and cities statewide. Many of these have been community-based projects requiring significant input from multiple stakeholders as will certainly be the case for the City of Zephyrhills Hercules Park project. With strong reliance on past successes of projects very similar in nature, you can rest assured that we will deliver projects that meet the needs of the community and exceed the goals of the City of Zephyrhills.

We also identify that a key challenge and concern for the Hercules Park project will be navigating construction activities adjacent to the existing elementary school, Woodland Elementary School. Our company is happy to report we are the solution to that concern as well as we were the General Contractor for the most recent renovation and addition to the Woodland Elementary School campus. We are, therefore, extremely familiar with the inner workings of the campus, have hand-picked staff for this project that were also on the Woodland Elementary School project, and have maintained relationships with the administrative staff to ensure the coordination, student safety, and overall communication with our neighbors remains seamless.



Like this pursuit, Crest Lake Park included a splash pad, fountain, boardwalk, and picnic areas.

One of our most recently completed **similar projects** was our **City of Clearwater – Crest Lake Park** project. On this project our team provided improvements to the park including wider sidewalks, walking and bike trails around the lake and through the park along with the addition of new boardwalks and decks surrounding the lake, in addition to new lighting, irrigation, and landscaping and grassing. The construction also featured a new restroom building, two picnic pavilions, two volleyball courts, and four new play areas including a family splash pad. Finally, Wharton-Smith also provided improvements to the lake's shoreline, a new lighted fountain for the lake, rain gardens to filter stormwater, and improved parking spaces.

PARTNERSHIP WITH KIMLEY-HORN – Wharton-Smith has worked with Kimley-Horn on 21 projects in the state of Florida since 2008. **Most significantly, Kimley-Horn performed the civil work at Crest Lake Park.** We are also currently engaged with them on the North Redington Beach Fire Station and Lift Station project for Pinellas County. This existing partnership means we bring established trusted relationships to your Hercules Park project, which enable us to hit the ground running.

SELF PERFORM ABILITY – A large part of Wharton-Smith's success can be attributed to our ability to self-perform various trade work. In addition to our General Contracting license, we also hold licenses for Plumbing, Mechanical, and Underground Utility and Excavation. Our self-performance capabilities give our clients the added benefit and security of knowing that we have a workforce of over 180 craftsmen available that can perform everything from utility/mechanical/plumbing to concrete, formwork, and general carpentry at a moment's notice. This is especially important for jobs that have fast tracked project schedules or the need for accelerated completion dates. This will prove especially beneficial to the City in this challenging labor market as a safeguard to subcontractor performance. In the event of a failure, we are able to mobilize our own tradesmen quickly and have work performed 24 hours a day as may be necessary to regain the schedule. In an industry-wide environment like we have currently (filled with supply chain disruptions and material shortages) having a contractor like Wharton-Smith helps safeguard the City's coverage of abilities by providing maximum flexibility for whatever issue may occur.

"I think it's a crown jewel for the entire Tampa Bay Area and a model to be replicated elsewhere. We think this going to be a legacy for decades to come for the City of Clearwater."
- Frank Hibbard, Mayor of Clearwater

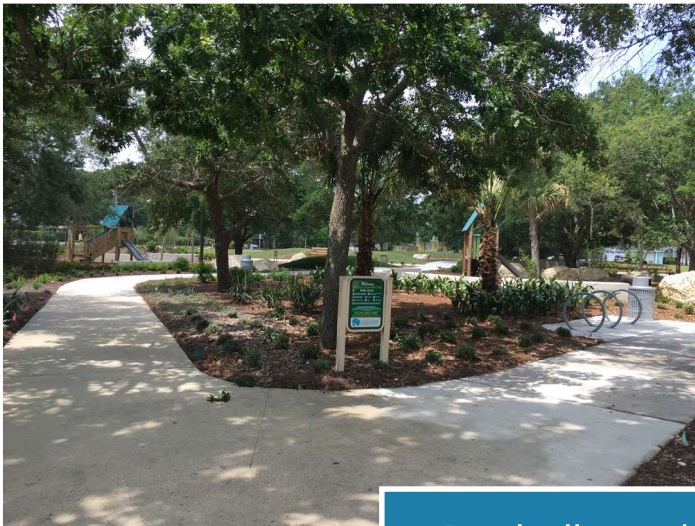


PROJECT APPROACH

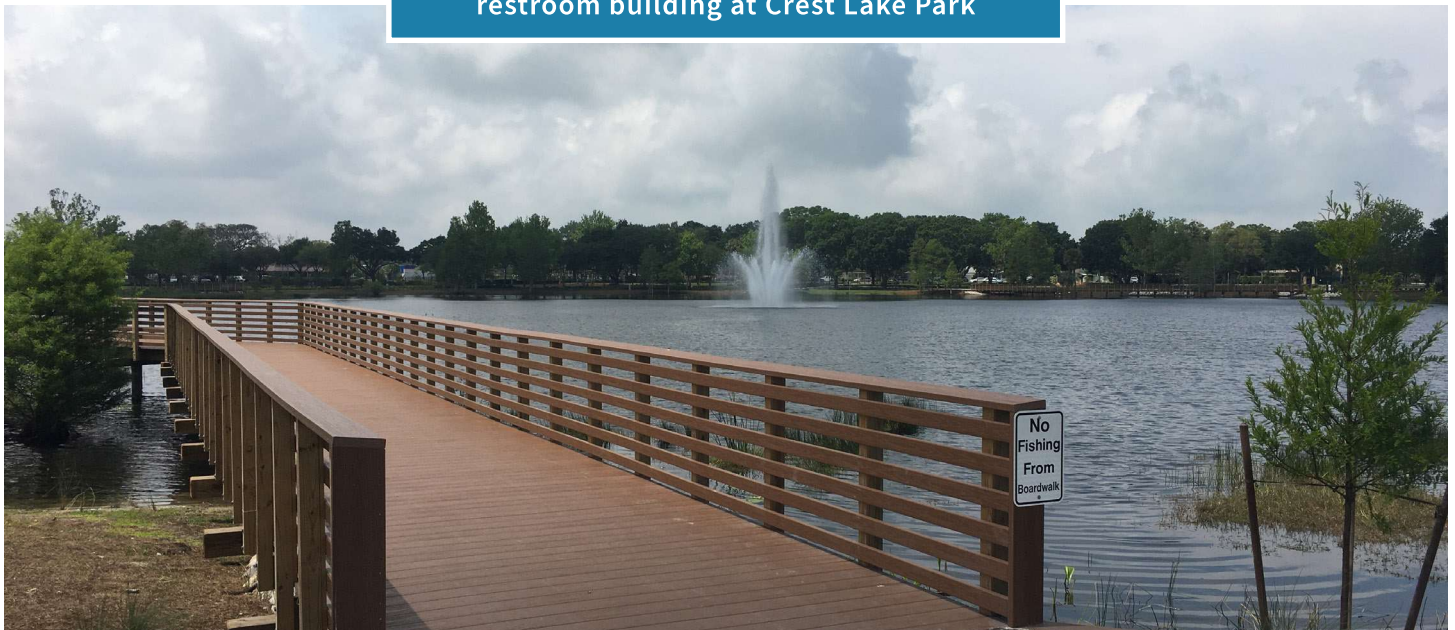
5.6 PROJECT APPROACH

Wharton-Smith has extensive experience providing Construction Management (CM) services to local municipalities. As part of this CM service, our Preconstruction Department has developed processes that enhance the participation of the local subcontractor market, while maintaining high standards of quality and client satisfaction. Wharton-Smith will meet with specific subcontractors as needed to implement a design assist effort to better ensure constructability and to help avoid potential delays during construction. In addition to ensuring accuracy, this early involvement also helps to eliminate scope gaps and drives subcontractor interest to ultimately bidding this project.

Following the Guaranteed Maximum Price (GMP) approval, our Preconstruction Department will seamlessly hand-off the project to our construction operations team. This group continues the process started during preconstruction, and will administer constructability reviews and value engineering processes to identify areas where significant contributions can be made to further reduce costs, speed construction and enhance the project's value.



Boardwalk, paved paths, splash pad and restroom building at Crest Lake Park



INNOVATIVE APPROACH TO PROVIDING THE SERVICES OR IMPLEMENTING THE PROJECT

In developing an innovated approach for the construction of a park, our Wharton-Smith team utilizes our extensive park experience to proactively establish a review process that provides the project the benefit of identifying any potential issues that may interfere or delay the progress of the park construction. A few of those items included in this approach are listed below:

- Development and implementation of the collaborative logistics plan that will be used throughout the project
- Early identification and procurement of all long lead materials
- Early identification of any requirements needed to modify or acquire new SWFWMD permits
- Collaboration with the Florida Fish and Wildlife Commission (FWC) in the event of gopher tortoise removal or mitigation of skinks
- Identification of all trees to remain onsite with early installation of tree barricades to ensure proper tree protection
- Review and removal of any existing structures or equipment not needed for the project

As shown in the logistics plan, our Wharton-Smith team also completed the new construction and renovation of the Woodland Elementary School directly adjacent to the new park location. ***With the familiarity of working at Woodland Elementary School, our team will bring to this project certain benefits such as coordination of traffic control during student pick up and drop off, understanding of the school schedule for events and testing, along with the existing expectation of what is needed for noise and dust control.*** Lastly, our team will also bring the relationships established from the Woodland Elementary project to the benefit of the Hercules Park construction. During construction of the school, Wharton-Smith also established a solid relationship with Duke Energy which will be valuable when coordinating the power requirements of the park.

Brad Goettl, Engineer Tech III – Power Quality
Seven Springs Ops Center
New Port Richey, FL
(727) 372-5127



Tree Protection
Identification



Existing Transformers
on Project Site



Erosion Protection &
Power Requirements

QUALITY CONTROL DURING CONSTRUCTION

We use a QC system modeled after the Army Corps of Engineers' 6 Step Quality Control Process.

6 STEP QUALITY CONTROL PROCESS	
STEP 1 SCOPE REVIEW MEETING	This meeting takes place after the subcontractor has provided their bid, but before we issue the subcontract to ensure that the bid package scope is clear and that their price adequately reflects the required scope. This crucial first step heads off countless potential future issues and scope discussions in the field.
STEP 2 PRE-MOBILIZATION MEETING	This meeting happens after subcontract execution, but well in advance of the subcontractor's work beginning. This meeting is a "handshake" meeting of sorts where we discuss high-level safety, QC, schedule and administrative expectations for the project. We discuss potential long lead items, priority submittals, safety and QC deliverables (including any that are especially scope specific) and any other administrative items that help lay the groundwork for the subcontractor's success on the project.
STEP 3 PRECONSTRUCTION MEETINGS	This series of meetings will occur for each definable feature of work. This means that a subcontractor will very likely have multiple Preconstruction meetings, as each is specific to one definable feature of their work. For example, the metal stud framing and drywall subcontractor will likely have a metal stud framing Preconstruction meeting, a drywall installation and finishing meeting and an acoustical ceiling installation meeting (and potentially others depending on specialties of their project specific scope). At each Preconstruction meeting, we discuss the same safety, QC, schedule and administrative items, similar to the Pre-Mobilization meeting but in a greater level of detail specific to the feature of work. At Preconstruction meetings, we dive into the weeds on each topic to ensure that the subcontractor, specifically their daily field supervision, understand the scope and project specific QC and safety requirements.
STEPS 4-6 INSPECTIONS	Initial Inspection is scheduled during the Preconstruction meeting to be very soon after work begins. The intent of the Initial Inspection is to verify, when only a small representative sample of work has been performed, that the subcontractor is performing the work correctly and per the guidelines established in the contract documents. Performing this inspection early ensures that should there be an issue with the work, the amount of rework required to correct the issue is limited and has minimal or no impact on the schedule. Follow-Up Inspections are periodically performed to ensure that the work is consistently being performed to the required expectations. Final Inspection differs slightly as some scopes involve Authority Having Jurisdiction (AHJ), design team, manufacturer, etc., but each definable feature of work is brought to a close with a targeted Final Inspection to ensure that all work was performed correctly and any close-out and/or documentation type needs have been satisfied.

Another crucial multi-trade QC coordination process is our **Building Envelope Coordination Meeting**. The intent of this meeting is for all parties involved in the building envelope—subcontractors, designers, Wharton-Smith field team, testing agencies, and even the project owner—to thoroughly review and step-by-step walk through every building enclosure detail. This meeting is held during the structure phase of the project, months before building envelope scopes of work begin, to ensure that any changes to products, systems, details, etc. can be resolved prior to work beginning. While this meeting takes every bit of a full 10-hour day, in the end we have dissected, sequenced, and potentially improved (where optimization to design details can be achieved) every component of the building envelope, especially at material transitions, greatly reducing the potential for future water intrusion issues. Furthermore, reviewing each detail from a sequencing standpoint helps verify our schedule logic. Building envelope details often require several of the subcontractors to "trade off"—one performs a step, then another performs the next, then the first comes back for the next—and the dance continues. Talking these processes through in detail helps validate that the schedule logic and flow supports the actual work plan.

PROJECT APPROACH

ACTIVITY DESCRIPTION	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14
Preconstruction														
Finalize Design / Value Management														
Obtain Permits														
GMP – Development/Approval														
Construction – New Park														
Submittals & Shop Drawings														
Procurement – Splash Pad, Playground Equipment, Site Furnishings														
Site Clearing & Balancing														
Underground Utilities Installation														
Structures and Pathways														
Park Equipment Installation														
Irrigation & Landscaping														
Substantial Completion														
Completion/Owner Operation														
Punch List Completion														
Final Certifications and Inspections														
Complete Turn-over of Park to the City														
Wharton-Smith Demobilization														

TIMELINE

Wharton-Smith has analyzed the project's overall construction and material needs and has identified that there will be 20 weeks of buyout and procurement (including submittal review) needed due to current equipment lead times throughout the industry.

We have created this schedule based on this timeline. We project nine months of physical construction on site, with an additional month to turn over the project to the City.



CITY OF CLEARWATER – CREST LAKE PARK | CLEARWATER, FL

PROJECT RELEVANCIES

- Municipal Project
- CMAR Delivery
- Splash Pad
- Boardwalk
- Picnic Area
- Similar Team!
- Within 5 Years

OWNER'S REPRESENTATIVE:

City of Clearwater
Art Kader
100 S. Myrtle Ave., Suite 200
Clearwater, FL 33756
727-562-4824
art.kader@myclearwater.com

CONTRACT TERM:

Start: April 2020
End: April 2021

COST OF PROGRAM:

Original: \$5,788,473
Final: \$5,033,420

Completed on budget!

SCHEDULE ADHERENCE:

Completed on time and per contract



FIRM'S RESPONSIBILITIES: CMAR Services

Wharton-Smith provided renovations of Crest Lake Park for the City of Clearwater. This project provided improvements to the park including wider sidewalks around the lake and through the park along with boardwalks and decks in portions of the lake, new lighting, irrigation, and landscaping and grassing. The construction also features a new restroom building, two picnic shelters, two volleyball courts, and four new play areas including a splash pad. Finally, Wharton-Smith also provided improvements to the lake's shoreline, a lighted fountain in the lake, rain gardens to filter stormwater, and improved parking spaces.

KEY TEAM MEMBERS: Tom Iarossi, Vice President; Johnny Santos, Director of Operations; Jeff Horton, Project Executive; Juanmiguel Gorut, Sr. Preconstruction Manager; Michael Christian, Scheduler; Gilbert Orcasitas, Safety



Throughout the park, signage including QR codes provide educational opportunities to the public to learn about the different elements included in the landscaping. See the above "Tabebuia heterophylla" as an example.

CITY OF SANFORD – RIVERWALK | SANFORD, FL

PROJECT RELEVANCIES

- Municipal Project
- Park Features
- Hardened Bike Paths
- Floating Piers
- Within 5 Years



OWNER'S REPRESENTATIVE:

City of Sanford
Christopher O. Smith
300 N. Park Avenue
Sanford, FL 32771
407-688-5144
smithc@sanfordfl.gov

CONTRACT TERM:

Start: August 2013
End: November 2019

COST OF PROGRAM:

Original: \$29,000,000
Final: \$28,172,682

Completed on budget!

SCHEDULE ADHERENCE:

Completed on schedule

FIRM'S RESPONSIBILITIES: General Contracting & Construction Management Services

Wharton-Smith collaborated with the preliminary design presented by the City on this multi-phase project. The work included the demolition of the existing fixed docks at the existing marina boat ramp. These fixed docks were replaced with three aluminum floating tending piers, each 70-feet long and 6-feet wide. Concrete abutments were constructed on the land end, and three steel pipe piles per pier were used to secure lateral movement of the floating portions of the new piers. This work was completed without inhibiting public access to the ramp at all times.

Working with the City of Sanford and Ed Waters & Sons Contracting Co., Wharton-Smith construction crews embedded tons of corrugated steel into the bottom of Lake Monroe to create an 8-foot high seawall. The seawall acted as a dam to hold back the lake's water as large trucks then dumped thousands of tons of dirt to fill the space between the new seawall and the edge of the busy highway. Asphalt and concrete were later added to form the 10-foot-wide pathway. Decorative lights, landscaping, benches, and railings were added to complete the scenic riverwalk. Wharton-Smith self-performed much of the work including the underground utility work, formation of the seawall, traffic signalization, and construction of pathways.

The project also includes a Memorial Park designed as a passive recreation space with a cenotaph. The park encompasses a colonnade of palm trees and linear paths surrounding a central lawn and is used for quiet contemplation of as a green space to host small informal or formal gatherings.

KEY TEAM MEMBERS: Michael Christian, Scheduler; Gilbert Orcasitas, Safety

CITY OF CASSELBERRY – LAKE CONCORD PARK | CASSELBERRY, FL

PROJECT RELEVANCIES

- Municipal Project
- CMAR Delivery
- Fountains
- Park Furnishings
- Within 5 Years



OWNER'S REPRESENTATIVE:

City of Casselberry
Mark Gisclar
95 Triplet Lake Drive
Casselberry, FL 32707
407-262-7725 ext. 1234
mgisclar@casselberry.org

CONTRACT TERM:

Start: Jan 2016
End: May 2017

COST OF PROGRAM:

Original: \$10,416,587
Final: \$10,621,182

Owner added scope

SCHEDULE ADHERENCE:

Completed on schedule

FIRM'S RESPONSIBILITIES: CMAR Services

Wharton-Smith performed construction management at risk services on this project for the City of Casselberry, which consisted of four parts: (1) Lake Concord Park mass grading, (2) realignment of Triplet Lake Drive, (3) Public Works Building renovation, and (4) Lake Concord Park public amenities. The 15-acre multi-use development is located along 17-92 and Triplet Lake Drive. The mass grading project consisted of clearing, organic material removal, underground utilities, and grading to allow for the subsequent development of residential, commercial, and public properties. The Triplet Lake realignment project involved the demolition of the existing roadway from 17-92 to Quail Pond Circle, adjustment of affected utilities, and new hardscape and landscaping. The Public Works Building project consisted of the demolition of the former Casselberry Fire Department as necessary for the Triplet Lake Drive realignment. The remaining portion of the Public Works Building received interior and exterior modifications. The Lake Concord Park project included the construction of a three-acre public park, which consisted of two retention ponds with decorative water fountains, hardscape and landscaping, park furnishings, and site lighting.

KEY TEAM MEMBERS: Michael Christian, Scheduler; Gilbert Orcasitas, Safety

SEMINOLE COUNTY – SOLDIER’S CREEK PARK | LONGWOOD, FL

PROJECT RELEVANCIES

- Municipal Project
- CMAR Delivery
- Playground
- Picnic Tables
- Within 5 Years



OWNER'S REPRESENTATIVE:

Seminole County, FL
Rick Durr, Division Manager
845 Lake Markham Road
Sanford, FL 32771
407-665-2001
rdurr@seminolecountyfl.gov

CONTRACT TERM:

Start: May 2016
End: April 2017

COST OF PROGRAM:

Original: \$7,181,652
Final: \$7,474,915

Owner added scope

SCHEDULE ADHERENCE:

Completed on schedule

FIRM'S RESPONSIBILITIES: CMAR Services

Wharton-Smith provided preconstruction and construction management services for the demolition and redevelopment of 25.49 acres of an existing recreational park. The newly developed Soldiers Creek Park features six natural turf fields with state-of-the-art LED lighting, eight lanes of batting cages, warm-up and assembly areas, a central indoor meeting space for group events, playground, and concession and hospitality space.

KEY TEAM MEMBERS: Michael Christian, Scheduler; Gilbert Orcasitas, Safety



CITY OF CASSELBERRY – SECRET LAKE PARK IMPROVEMENTS | CASSELBERRY, FL

PROJECT RELEVANCIES

- Municipal Project
- CMAR Delivery
- Walking Paths
- Over-water Pier
- Within 5 Years



OWNER'S REPRESENTATIVE:

City of Casselberry
Kelly Brock
95 Triplet Lake Drive
Casselberry, FL 32702
321-436-9114
kbrock@casselberry.org

CONTRACT TERM:

Start: 11/2021
End: 06/2022

COST OF PROGRAM:

Original: \$3,121,530
Final: TBD

SCHEDULE ADHERENCE:

On schedule

FIRM'S RESPONSIBILITIES: CMAR Services

Wharton-Smith is currently providing CMAR services on the Secret Lake Improvements project for the City of Casselberry, Florida. This project will include a new 8-foot-wide trail and boardwalk; the replacement of the existing baseball field with multi-sports fields, a pavilion, and a new outdoor exercise station; raised wood structural walkways; an over-water wood pier; a new playground for children ages 2 to 5; and additional shade structure and pedestrian lighting. A precast fabricated modular restroom building will also be incorporated in addition to renovations to the existing restroom.

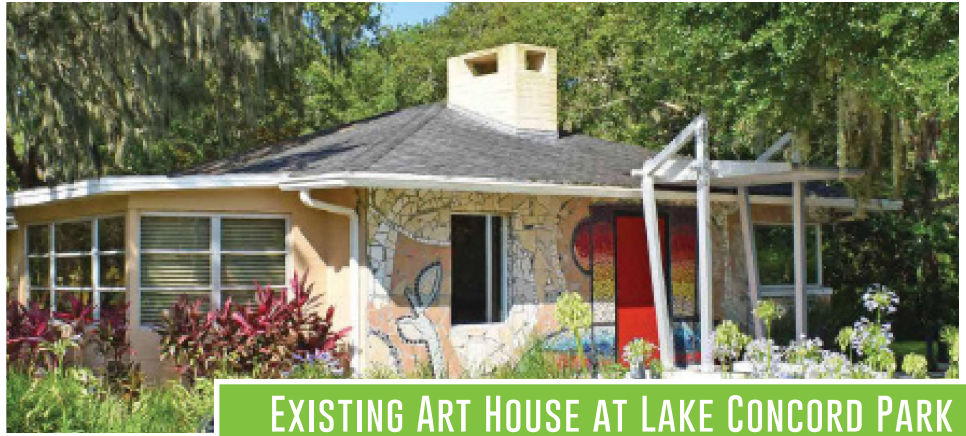
KEY TEAM MEMBERS: Michael Christian, Scheduler; Gilbert Orcasitas, Safety



CITY OF CASSELBERRY – LAKE CONCORD PARK ART HOUSE EXPANSION | CASSELBERRY, FL

PROJECT RELEVANCIES

- Municipal Project
- CMAR Delivery
- Art Component
- Walking Paths
- Within 5 Years



EXISTING ART HOUSE AT LAKE CONCORD PARK

OWNER'S REPRESENTATIVE:

City of Casselberry
Kelly Brock
95 Triplet Lake Drive
Casselberry, FL 32702
321-436-9114
kbrock@casselberry.org

CONTRACT TERM:

TBD

COST OF PROGRAM:

\$2,391,272 (estimate)

SCHEDULE ADHERENCE:

The project is currently in the preconstruction phase.

FIRM'S RESPONSIBILITIES: CMAR Services

The Lake Concord Park Art House Expansion project will include the expansion of the existing Lake Concord Park/Art House to incorporate an additional art gallery and event space. Improvements will include a new covered connecting walkway leading to the proposed art gallery as well as additional parking. The parking lot will accommodate overflow event parking and tent event space and will incorporate bioswale water management areas. There will also be an elevated wood deck behind the proposed art gallery with nighttime lighting, as well as a sculpture walk. Measures are being taken to protect existing specimen trees. Additional shade and trees will also be added along the proposed walkways.

KEY TEAM MEMBERS: Michael Christian, Scheduler; Gilbert Orcasitas, Safety



LAKE CONCORD PARK - NEW ART HOUSE CONCEPTUAL DESIGN

CITY OF CASSELBERRY – DEW DROP PARK IMPROVEMENTS |

CASSELBERRY, FL

PROJECT RELEVANCIES

- Municipal Project
- CMAR Delivery
- Walking Paths
- Fishing Pier
- Play Areas
- Shade Pavilions
- Within 5 Years



OWNER'S REPRESENTATIVE:

City of Casselberry
Kelly Brock
95 Triplet Lake Drive
Casselberry, FL 32702
321-436-9114
kbrock@casselberry.org

CONTRACT TERM:

TBD

COST OF PROGRAM:

\$2,406,758 (estimate)

SCHEDULE ADHERENCE:

This project is currently in the preconstruction phase.

FIRM'S RESPONSIBILITIES: CMAR Services

The Dew Drop Park Improvements project will include a paved multi-use path; a fishing pier; exercise stations; play area improvements such as slides, rock climbing walls, and zip line; pedestrian entry features; open space for multi-use activities; shade pavilions with grills; technology upgrades (WiFi/charging stations); benches and picnic; and a sensory garden. It will also include replacement and relocation of the tennis, basketball and volleyball courts, improvements to stormwater outlets and opportunities for stormwater education along Dew Drop Pond, a new restroom building at a central location, and upgrades to the existing restroom.

KEY TEAM MEMBERS: Michael Christian, Scheduler; Gilbert Orcasitas, Safety



CITY OF CASSELBERRY - WIRZ PARK & POOL | CASSELBERRY, FL

PROJECT RELEVANCIES

- Municipal Project
- CMAR Delivery
- Walking Paths
- Splash Pad
- Shade Pavilions
- Within 5 Years



OWNER'S REPRESENTATIVE:

City of Casselberry
Kelly Brock
95 Triplet Lake Drive
Casselberry, FL 32702
321-436-9114
kbrock@casselberry.org

CONTRACT TERM:

TBD

COST OF PROGRAM:

\$5,301,395 (estimate)

SCHEDULE ADHERENCE:

This project is currently in the preconstruction phase.

FIRM'S RESPONSIBILITIES: CMAR Services

The Wirz Park and Pool project includes renovations to the existing park to include an outdoor event patio with a shade pavilion and several terraces to hold large events; a splash pad with play elements, zero-entry pool, lap pool, and office building; and pavilions and shade structures throughout the area. The current field will be renovated to accommodate multi-use sports play with an expanded parking lot to service the expanded pool and event spaces. A new pavilion, basketball courts and fitness court are also proposed. Connectivity into the park will also be improved by implementing a raised crosswalk crossing Mark David Boulevard as well as an upgraded trail connection point to the south.

KEY TEAM MEMBERS: Michael Christian, Scheduler; Gilbert Orcasitas, Safety

CONCEPTUAL MASTER PLAN



ELEMENTS

- A. Existing parking lot (41 spaces).
- B. New entrance to avoid power poles and utilize existing sidewalk and planting.
- C. Drop off area.
- D. Maintenance building (relocated).
- E. Service drive and new dumpster location.
- F. Community building with expansion.
- G. Terrace with seat wall and pergola.
- H. Terrace with fireplace or art wall.
- I. New parking lot (70 spaces - 24 asphalt, 46 grass).
- J. Event patio with 20'x20' shade pavilion.
- K. Restroom, office, pump building.
- L. Flag pole and Little League memorial.
- M. Splash pad with seat wall.
- N. 20'x20' pavilion (typical).
- O. Zero entry pool with interactive water play equipment, w/ 5,500 sf.
- P. 5 lane, 25 meter lap pool.
- Q. Volleyball court with seating area (artificial turf).
- R. 135' X 230' multi-purpose field with extended area (25') for backstop and infield.
- S. 20'x20' pavilion with drinking fountain.
- T. Basketball court.
- U. Existing trail (upgrade connection point).
- V. Raised crosswalk at trail crossing.
- W. Small shade structures (typical).
- X. 6' tall security fence (minimum).
- Y. Bike parking.
- Z. Fitness court.
- AA. ADA accessible playground with shade canopy.
- BB. Shower at pool and volleyball.

CITY OF CASSELBERRY – SUNNYTOWN PARK | CASSELBERRY, FL

PROJECT RELEVANCIES

- Municipal Project
- CMAR Delivery
- Walking Paths
- Playground
- Restroom Building
- Shade Pavilions
- Within 5 Years



OWNER'S REPRESENTATIVE:

City of Casselberry
Kelly Brock
95 Triplet Lake Drive
Casselberry, FL 32702
321-436-9114
kbrock@casselberry.org

CONTRACT TERM:

TBD

COST OF PROGRAM:

\$2,099,698 (estimate)

SCHEDULE ADHERENCE:

This project is currently in the preconstruction phase.

FIRM'S RESPONSIBILITIES: CMAR Services

The Sunnytown Park project will include a new pedestrian access point, with a decorative fence along the road and a new proposed crosswalk added to improve neighborhood connections. A new ADA-accessible playground with pavilion, restroom building, and bike parking is also proposed. Adjacent to the play area will be a wet retention pond with an aerating fountain and a new fitness court. A pedestrian loop trail will surround the existing fields to connect the various amenities and will include benches and trash receptacles. Drainage improvements will also be included.

KEY TEAM MEMBERS: Michael Christian, Scheduler; Gilbert Orcasitas, Safety

CONCEPTUAL MASTER PLAN



ELEMENTS

- A. Pedestrian connection to community. Widen existing sidewalk along park frontage to maintain trail width.
- B. 3' high decorative fence with 42" high column 50' on center to discourage parking.
- C. Park entry sign and flag pole.
- D. 15' wide drainage easement. Open ditch is proposed to be piped.
- E. Bio-retention swale.
- F. 195' X 330' field.
- G. 82 parking spaces. (Grass parking stalls)
- H. 130' X 185' field.
- I. Bench (typical).
- J. Pedestrian trail.
- K. Wet retention pond with aerating fountain.
- L. 20' X 20' shelter (relocate existing shelter).
- M. Bicycle parking.
- N. ADA accessible playground (100'X60').
- O. Restroom building.
- P. Existing lift station.
- Q. Pedestrian crosswalk.
- R. Sidewalk along Anchor Road.
- S. Trash receptacle (typical).
- T. Fitness court.
- U. Maintain swale area.
- V. New connection to Anchor Road.
- W. Park entry sign.
- X. 6' steel security fence with columns.

CITY OF CASSELBERRY - WHEEL PARK | CASSELBERRY, FL

PROJECT RELEVANCIES

- Municipal Project
- CMAR Delivery
- Bike Area
- Playground
- Restroom Building
- Shade Pavilions
- Within 5 Years



OWNER'S REPRESENTATIVE:

City of Casselberry
Kelly Brock
95 Triplet Lake Drive
Casselberry, FL 32702
321-436-9114
kbrock@casselberry.org

CONTRACT TERM:

TBD

COST OF PROGRAM:

\$8,855,612 (estimate)

SCHEDULE ADHERENCE:

This project is currently in the preconstruction phase.

FIRM'S RESPONSIBILITIES: CMAR Services

The currently undeveloped Wheel Park will be developed into a family-oriented park. It will be divided into two areas: the west active bike/skate park and the east family zone. The large bike/skate park area will include a flow bowl, snake run area, street area, and associated parking. There will also be a formal ceremonial lawn with a pavilion and restroom building. Raised crossing will lead to the family area which will have its own parking lot and include an ADA-accessible adventure playground, bicycle "Tiny Towne" training area for children ages 2-5, skills and pump track for children ages 5-12, a restroom building, and two pavilions. Space has also been reserved for a sensory/community garden.

KEY TEAM MEMBERS: Michael Christian, Scheduler; Gilbert Orcasitas, Safety

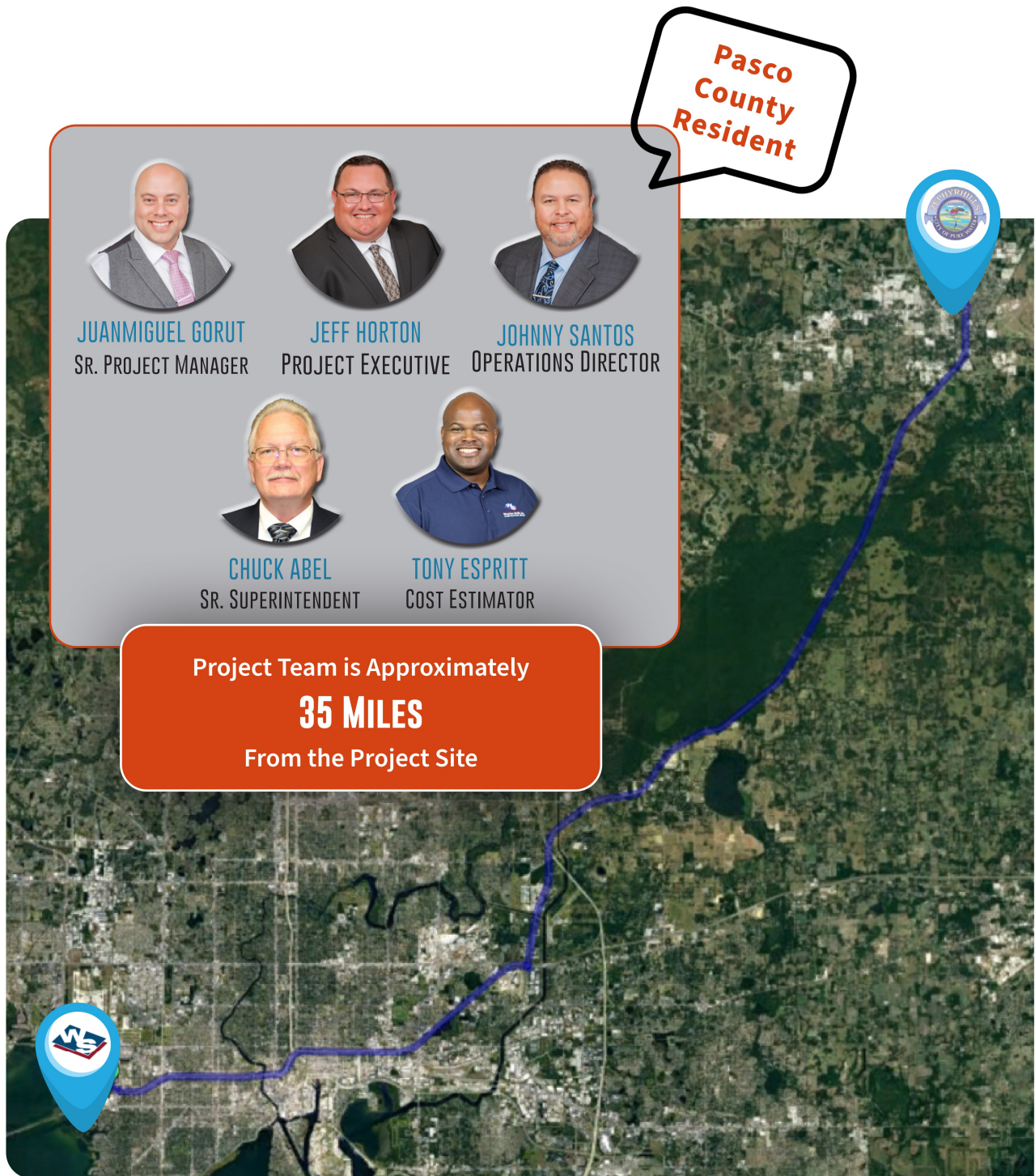




PROJECT TEAM LOCATION

To address the City's concern of where elements of the work will be performed, and who in the organizational chart will oversee performance of the work, we offer the following solution:

Your project will be managed by our Tampa office located at 4912 West La Salle Street, just 35 miles from your jobsite! All work will be performed out of an onsite job trailer with project oversight and executive support provided from our Tampa office. Our team members will be readily available to serve the City of Zephyrhills!





REFERENCES

CITY OF CLEARWATER - CREST LAKE PARK

Art Kader

City of Clearwater

100 S. Myrtle Ave., Suite 200

Clearwater, FL 33756

727-562-4824 | art.kader@myclearwater.com

Project Amount: \$5,788,473 | **Project Start:** April 2020 | **Project Completion:** April 2021

Description: Wharton-Smith provided renovations of Crest Lake Park for the City of Clearwater. This project provided improvements to the park including wider sidewalks around the lake and through the park along with boardwalks and decks in portions of the lake, new lighting, irrigation, and landscaping and grassing. The construction also features a new restroom building, two picnic shelters, two volleyball courts, and four new play areas including a splash pad. Finally, Wharton-Smith also provided improvements to the lake's shoreline, a lighted fountain in the lake, rain gardens to filter stormwater, and improved parking spaces. ***This project was completed on time and on budget.***

SEMINOLE COUNTY, FL - SOLDIER'S CREEK SPORTS COMPLEX

Rick Durr

Seminole County, FL

845 Lake Markham Rd.

Sanford, FL 32771

407-665-2001 | rdurr@seminolecountyfl.gov

Project Amount: \$7,474,915 | **Project Start:** May 2016 | **Project Completion:** April 2017

Description: Wharton-Smith provided preconstruction and construction management services for the demolition and redevelopment of 25.49 acres of an existing recreational park. The newly developed Soldiers Creek Park features six natural turf fields with state-of-the-art LED lighting, eight lanes of batting cages, warm-up and assembly areas, a central indoor meeting space for group events, playground, and concession and hospitality space. ***This project was completed on time and on budget.***

CITY OF CASSELBERRY - LAKE CONCORD PARK & SIGNATURE STREET

Mark Gisclar

City of Casselberry

95 Triplet Lake Dr.

Casselberry, FL 32707

407-262-7725 ext. 1234 | mgisclar@casselberry.org

Project Amount: \$10,621,182 | **Project Start:** January 2016 | **Project Completion:** May 2017

Description: Wharton-Smith performed construction management at risk services on this project for the City of Casselberry, which consisted of four parts: (1) Lake Concord Park mass grading, (2) realignment of Triplet Lake Drive, (3) Public Works Building renovation, and (4) Lake Concord Park public amenities. The 15-acre multi-use development is located along 17-92 and Triplet Lake Drive. The mass grading project consisted of clearing, organic material removal, underground utilities, and grading to allow for the subsequent development of residential, commercial, and public properties. The Triplet Lake realignment project involved the demolition of the existing roadway from 17-92 to Quail Pond Circle, adjustment of affected utilities, and new hardscape and landscaping. The Public Works Building project consisted of the demolition of the former Casselberry Fire Department as necessary for the Triplet Lake Drive realignment. The remaining portion of the Public Works Building received interior and exterior modifications. The Lake Concord Park project included the construction of a three-acre public park, which consisted of two retention ponds with decorative water fountains, hardscape and landscaping, park furnishings, and site lighting. ***This project was completed on time and on budget.***



CITY OF CLEARWATER

PARKS AND RECREATION DEPARTMENT,
100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4800 FAX (727) 562-4825

January 11, 2021

RE: Recommendation of Wharton-Smith, Inc.

To Whom it May Concern:

Wharton-Smith, Inc. provided preconstruction services and is currently providing construction management services for the Crest Lake Park project for the City of Clearwater.

The Wharton-Smith team was heavily engaged from initial design through the development of the GMP. Wharton-Smith's project team provided an overall "road map" to success to get the project budget in line. This road map created an organized and phased sequencing that allowed for optimal schedule and therefore savings to the budget. The team also provided value management options of specified products that would meet the project's intent (without sacrificing quality), but that were also regionally sourced and therefore more readily available to help provide additional savings.

The Wharton-Smith project team was a pleasure to work with. They listened to our concerns and were helpful in finding solutions to issues that arose during construction. We were consulted and kept informed of the progress during every stage of the construction process. Wharton-Smith maintained cost compliance throughout the project due to their open-book financial policies and great communication.

I am pleased to submit this letter of recommendation on behalf of Wharton-Smith, Inc. I am confident their team looks after our best interest and is delivering a quality project at a competitive price. Should you have any questions feel free to contact me directly.

Sincerely,

Art Kader

Deputy Director, Parks and Recreation

City of Clearwater: art.kader@myclearwater.com or 727-562-4824

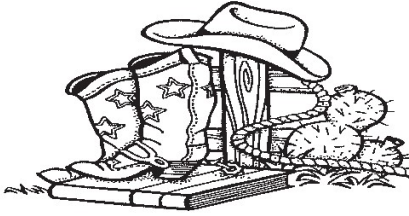
Mark Bunker, Councilmember
Kathleen Beckman, Councilmember

Frank Hibbard, Mayor



David Allbritton, Councilmember
Hoyt Hamilton, Councilmember

"Equal Employment and Affirmative Action Employer"



Woodland Elementary School
38203 Henry Drive
Zephyrhills, Florida 33542
(813) 794-6400 FAX: (813) 794-6491

Principal: Shauntte Butcher
Assistant Principal: Heather Wallen

October 1, 2018

Re: Wharton-Smith Construction Company, Inc.
Letter of Recommendation

To Whom It May Concern:

I am writing to highly recommend the Wharton-Smith Construction Company, Inc. for school construction. Woodland Elementary School was an extremely challenging project and the Wharton-Smith Construction Company was instrumental throughout every phase. In addition to constructing a new building to house a cafeteria, two elective classrooms, and eight classrooms, the company was charged with renovating the administration office, science lab, and four classrooms in building 1, and all the student restrooms in building 2. To make matters even more difficult, the construction and renovation occurred while 1,000 + students and staff members still attended the school. The Wharton-Smith Construction Company, Inc. worked with me to develop deadlines and work schedules that met the schools' needs. The Wharton-Smith Construction Company's staff is professional, organized, and very pleasant to work with and has excellent relationships with the school staff.

I am confident to recommend Wharton-Smith Construction Company, Inc. for any project. I know you will be satisfied with their work. If you have any questions or would like additional information, please feel free to contact me at (813) 794-6400.

Sincerely,

A handwritten signature in cursive script that reads "Shauntte Butcher".

Shauntte Butcher
Principal



Pasco County Schools

Kurt S. Browning, Superintendent of Schools
7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Construction Services & Code Compliance
Mike Gude, Director
727/ 774-7944 813/ 794-7944
352/ 524-7944 Fax: 727/ 774-7992
e-mail: mgude@pasco.k12.fl.us

October 23, 2018

Letter of Recommendation for Wharton Smith Inc. Tampa Office

To Whom It May Concern,

Wharton Smith(WSI) was the construction manager for our Woodland Elementary School (WES) renovation and expansion.

WES was a 1977 school possessing 652 student stations with nearly a 1000 student population. All those extra kids were housed in 20+ portables. This project added several new permanent classrooms and a new kitchen/cafeteria. Our GMP was \$9.2 million and the overall budget was \$12.1 million.

WSI mobilized in May 2017 and the team of JuanMiguel Gorut as the project manager, Greg Shuryan as superintendent, Payden Calhoun as the project engineer and Tom Iarossi in the office with the management support role worked very well together. They demonstrated a high level of experience, professionalism, organizational and interpersonal skills working closely with the architect, engineers and district staff plus. Additionally, their ability to plan and schedule all necessary activities to ensured a timely completion while maintaining a high level of quality control. The schedule created during the GMP was properly thought through and every milestone was met and accomplished by the team. All students were back in class on time in August and the staff even had plenty of time to get settled. We were especially surprised when our extremely challenging 22 existing restroom renovation was accomplished in one summer.

Overall, we thought this team and WSI as a whole did an excellent job. Their on-site presence and approach to each and every issue contributed to the success of the project. The project was completed on time, on budget and with a punch list that was comparably smaller than other projects of similar size. As future work becomes available in our district, we hope WSI and specifically this team will be available and willing to pursue that work. We would be happy to welcome them back.

If you are fortunate enough to be considering WSI for your project, you should give them strong consideration.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Andrew Simpson
Pasco County Schools / Project Coordinator
(813) 784-5730 cell / ansimpso@pasco.k12.fl.us

(813) 794-2000 • (352) 524-2000 • (727) 774-2000 • www.pascoschools.org



Florida House of Representatives

Will Weatherford

Speaker of the House, District 38

□ District Office

28963 State Road 54
Wesley Chapel, FL 33544
Phone: (813) 558-5115
Fax: (813) 558-5117
E-mail: will.weatherford@myfloridahouse.gov

□ Capitol Office

420 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1300
Phone: (850) 717-5000

May 8, 2014

Re: Reference Letter

To Whom It May Concern:

It is my pleasure to recommend to you, Tom Iarossi, who I have personally known for over 8 years now, beginning back in the time he graciously assisted me in my initial campaign efforts while seeking election for State Representative.

Tom left New York to pursue his education in Florida and after receiving his undergraduate degree in Business from FSU, graduated from the University of Florida with a Master of Building Construction. Almost thirteen years ago, he brought his tremendous skillset and talent to Tampa – joining the commercial construction industry. Over the last 12 years Tom has successfully managed many projects of various industry types while gaining valuable first-hand experience along the way and now currently serves as an Executive Manager.

Tom not only believes in working hard but is a firm believer in giving back to his community. He is a co-creator and board member of the Tampa based non-profit, On Bikes, Inc., that provides bicycles to underprivileged children and has also actively participated in helping with fundraising for the Greater Tampa Chamber of Commerce.

An asset to his community, he and his wife have two daughters. I am confident his contributions to his community, family, and profession will serve as a strong backboard toward great measures of success in all of his future endeavors.

Sincerely,

Will Weatherford, Speaker
Florida House of Representatives



www.pascoeducationfoundation.org

August 7, 2017

Tom Iarossi
Wharton-Smith, Inc.
4912 West La Salle St.
Tampa, FL 33607

Dear Mr. Iarossi,

Tom,

Thank you for your generous contribution which benefits our local students and educators. We are grateful for your generosity which helps us with continuing our mission of advancing student achievement. Your support has helped us impact the lives of thousands of children by providing opportunities that prepare them to be college, career and life ready.

Behind every Pasco County student there are people like you who are dedicated to ensuring that each one will reach their highest potential. I look forward to sharing the many ways your generosity is changing the lives of Pasco students. Please visit our website, www.pascoeducationfoundation.org for more information about our programs and how to get involved.

Please use this document as a tax receipt for your July 2017 contribution(s) to the Pasco Education Foundation, Inc. If you have any questions about this receipt, please contact us at 813-794-2705.

With warmest regards,


Stacey Capogrosso
Executive Director

Donation Receipt

Please detach and keep for your records.

Donation Amount \$1,350.00

Pasco Education Foundation, Inc. is a 501 (c) 3 nonprofit organization, Federal Tax ID# 59-3048717
No goods or services were received in consideration of this gift.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. PASCO EDUCATION FOUNDATION, INC., FLORIDA REGISTRATION #CH30732, RECEIVES 100% OF ALL CONTRIBUTIONS AND DOES NOT USE PROFESSIONAL FUND-RAISING SOLICITORS.

P.O. Box 1248 • Land O' Lakes, Florida 34639 • (813) 794-2705 • fax (813) 794-2136
www.pascoeducationfoundation.org

Please remember the Pasco Education Foundation in your will or trust.



STARTING
RIGHT,
NOW

1212 W. Cass Street
Tampa, FL 33606
Tel: 813-868-1995
Fax: 813-972-2700

4600 Haines Road
St. Pete, FL 33714
Tel: 727-584-3100
Fax: 727-341-9786

January 11, 2019

To Whom It May Concern:

I am writing this letter as an endorsement for Wharton-Smith. I had the pleasure of working with them on our housing facility – Haven Poe. Haven Poe houses homeless Unaccompanied Youth for the school district. We had found that our capacity was too small to fill the need in the county. Through a board member, I was connected to Tom Iarossi, the Area Manager for the Tampa Commercial Division of Wharton-Smith.

Tom immediately went to work to figure out how he could help us renovate the upstairs of our facility, which was unusable space. He personally took it upon himself to get his subs together to recondition the entire second floor, building bedrooms, showers, a common space and a laundry facility. With his expertise, we were able to double our occupancy. The most incredible part of his mission was to do this without any expense coming out of our budget. With his help and oversight, Wharton-Smith was able to donate more than \$250,000 in upgrades to our facility. We were handed a beautiful second floor with NO COST!

The entire process was seamless. Wharton-Smith had subs that were reliable, knowledgeable and dedicated to our mission of ending youth homelessness. I really can't say enough about the generosity, workmanship and detail that went into this project.

And so, it is without hesitation, I recommend Wharton-Smith for any project. You will not only get a partner that is dedicated to your specific job, you will get someone dedicated to making our entire community better.

If you have any questions, please feel free to call me directly at 813-868-1995.

Sincerely,

A handwritten signature in black ink that reads 'Vicki Sokolik'.

Vicki Sokolik
Founder/Executive Director

"The entire process was seamless. Wharton-Smith had subs that were reliable, knowledgeable and dedicated to our mission of ending youth homelessness. I really can't say enough about the generosity, workmanship and detail that went into this project." --Vicki Sokolik

Join us STARTINGRIGHTNOW.ORG : info@StartingRightNow.org



LICENSES

State of Florida Department of State

I certify from the records of this office that WHARTON-SMITH, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1984, effective April 2, 1984.

The document number of this corporation is G94383.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 4, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2022*



Randy Be
Secretary of State

Tracking Number: 7328199655CC

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

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



Wharton-Smith, Inc. CONSTRUCTION GROUP

CORPORATE RESOLUTION

I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on July 1, 2020 a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli
George E. Smith
Timothy S. Smith
Stephanie L. Pompeo
Patrick J. Hewitt
Kenneth E. Marcell III
Darin A. Crafton
Todd H. O'Donnell
Gregory L. Williams
Mark H. McDaniel
Thomas D. Iarossi
Andre P. Boagni

I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 1st day of July 2020.
(Seal of Corporation)

Stephanie L. Pompeo
Stephanie L. Pompeo, Secretary

George E. Smith
George E. Smith, Director
Timothy S. Smith
Timothy S. Smith, Director
Ronald F. Davoli
Ronald F. Davoli, Director





REQUIRED DOCUMENTS

35-22-02 Construction Management Services-Hercules Park

DRUG-FREE WORKPLACE FORM 35-22-02 - CMS

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

certifies that Wharton-Smith, Inc. does:
(Name of Business)

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

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



Bidder's Signature

05/05/2022

Date

PUR062.036
re. 10/97

REQUIRED DOCUMENTS

35-22-02 Construction Management Services-Hercules Park

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

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

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

by Tom Iarossi, Vice President
(print individual's name and title)

for Wharton-Smith, Inc.
(print name of entity submitting sworn statement)

whose business address is

4912 W. La Salle Street, Tampa, FL 33607

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2392802

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: N/A.)

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

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REQUIRED DOCUMENTS

35-22-02 Construction Management Services-Hercules Park

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

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

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

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

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

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



(Signature)

Sworn to and subscribed before me this 5th day of May, 2022.

Personally known

Or Produced identification

Notary Public – State of FLORIDA

My commission expires 11/29/2025
(Type of Identification)



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

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REQUIRED DOCUMENTS

35-22-02 Construction Management Services-Hercules Park

Addenda Receipt Acknowledgment 35-22-02

Addendum # 1 Date 04/14/2022 Initials TI

Addendum # 2 Date 05/05/2022 Initials TI

Addendum # 3 Date 05/09/2022 Initials TI

Addendum # _____ Date _____ Initials _____

Firm Representative:



05/05/2022

Signature/Date (Executed by Corporate Authority)

REQUIRED DOCUMENTS

35-22-02 Construction Management Services-Hercules Park

NON-COLLUSIVE AFFIDAVIT

35-22-02

State of Florida
County of Hillsborough

Tom Iarossi

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

Vice President of Wharton-Smith

submittal

(partner or officer of the Firm, etc)

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

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.

Tom Iarossi
Officer

Wharton-Smith, Inc.

(Company Name)

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me this 5th day of May
by

Tom Iarossi, Vice President (name and title of corporate officer)

of Wharton-Smith, Inc. (Name of Corporation),

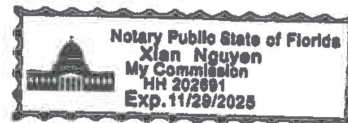
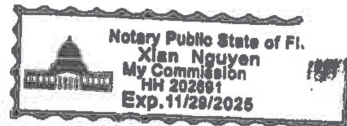
a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (identification type)
as identification.

Xian Nguyen (Signature line for notary public)

Xian Nguyen (Name of notary type, printed or stamped)

DR. PROPOSAL COORD. (Title or rank)

My commission expires: 11/29/2025
Serial number, if any _____



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35-22-02 Construction Management Services-Hercules Park

E-VERIFY

RFP No: 35-22-02
Project Description: Construction Management Services-Hercules Park

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: Wharton-Smith, Inc.

Authorized Signature: 

Title: Vice President

Date: 05/05/2022

REQUIRED DOCUMENTS

35-22-02 Construction Management Services-Hercules Park

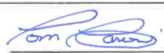
Errors or Omissions RFP 35-22-02

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

☐ YES

☒ NO

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

Company/Firm: Wharton-Smith, Inc.
Authorized Signature: 
Title: Vice President
Date: 05/05/2022

35-22-02 Construction Management Services-Hercules Park

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**
35-22-02

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

Firm: Wharton-Smith, Inc.
Name of Company – Please Print

Signature: 
Authorized Company Representative

Name/Title: Tom Iarossi, Vice President

Address: 4912 W. La Salle Street, Tampa, FL 33607

Date: 05/05/2022

REQUIRED DOCUMENTS

35-22-02 Construction Management Services-Hercules Park

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-22-02 Construction Management Services-Hercules Park.



Authorized Signature

05/05/2022

Date

Tom Iarossi
Printed Name

Wharton-Smith, Inc.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
5th day of May A.D. 2022



(Seal) By: Xian Nguyen

Title: Jr. Proposal Coord.



YOUR CONSTRUCTION GROUP OF CHOICE



4912 WEST LA SALLE STREET
TAMPA, FL 33607



813-288-0068



WWW.WHARTONSMITH.COM

YOUR CONSTRUCTION GROUP OF CHOICE

May 12, 2022

CITY OF ZEPHYRHILLS

Construction Management at Risk Services for
HERCULES PARK - 35-22-02



WWW.ADMORGAN.COM

May 12, 2022
Mrs. Karen Miller
City of Zephyrhills
Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

RE: Request for Proposal – RFP-35-22-02 - Construction Management at Risk Services for Hercules Park

Dear Mrs. Miller and Selection Committee Members,

On behalf of The A.D. Morgan Corporation, we thank you for this opportunity to submit our proposal to provide construction management services for your Hercules Park. As you review our submittal, we hope you will consider the following “key differentiators” we believe position our team to be the most valuable partner to the City of Zephyrhills.

KEY DIFFERENTIATOR NO. 1 | WE ARE A CONSTRUCTION MANAGEMENT FIRM WITH IDENTICAL PROJECT EXPERIENCE

A.D. Morgan's 33-year foundation is set firmly on the construction of specialized municipal facilities near identical in size and scope to that of your Hercules Park. In fact, we have delivered nearly \$1 billion in successful construction management at risk projects throughout central Florida, most of which for municipal agencies like the City of Zephyrhills. Your Hercules Park project will require the expertise of a seasoned project team with exacting experience, who are familiar working within your procedures and processes. To that point, the technical management team we are proposing will be led by Project Executive, Matt D'Amaddio, and Project Manager, Terry Lilling. Both of whom have been involved in recent successful construction management deliveries for the City of Zephyrhills. Their familiarity with the city will bring a continuity of knowledge with processes and procedures. Additionally, the composition of the whole team represents trade subject matter experts who bring first-hand experience managing the constructing sports complexes just like this one. We are ready to begin working with you and will begin by implementing a project specific plan to address all highly critical issues such as safety, logistics management, quality control and quality assurance, procurement and a plan of action that most assuredly ensures schedule accountability and budget certainty.

KEY DIFFERENTIATOR NO. 2 | OUR PROVEN PROCESS ENSURES AN ON-TIME DELIVERY WITHIN BUDGET

Our proven technical expertise and best in industry processes will continue to provide the City of Zephyrhills with exacting budgets, value added constructability insights, construction systems analysis, and life cycle cost analysis that will support our mission of obtaining optimum value for your facilities. Our involvement in the pre-construction and design phase will allow the city the best opportunity to maximize your budget and achieve all the desired scope. When we transition into the construction phase, we will use our best management practices and capitalize on our industry expertise to ensure a flawless project delivery at a level of quality that will surpass your expectations.

KEY DIFFERENTIATOR NO. 3 | A.D. MORGAN IS A PROVEN PARTNER TO THE CITY OF ZEPHYRHILLS

Working with any municipal agency brings with it specific processes and procedures. Simply stated, the City of Zephyrhills, and its Construction Services Departments, have their way of doing business. We know what is expected of us and we are intimately familiar with those processes and procedures and can hit the ground running. With our experience on your most recently completed City Hall project, and our depth of experience with Kimley-Horn & Associates, we'll be able to communicate across the entire team efficiently and seamlessly. We know how to “work under the microscope” and instead of expending time and effort getting to know your processes and procedures, we'll be able to better focus our attention on the subject at hand: delivering your Hercules Park safely, within budget with the highest level of quality and schedule certainty you expect.

KEY DIFFERENTIATOR NO. 4 | OUR LOCAL MARKET KNOWLEDGE WILL BE A CRITICAL ELEMENT TO A SUCCESSFUL PROJECT DELIVERY

A.D. Morgan truly is a local Construction Management Firm with our headquarters located in the Westshore District in Tampa. We have maintained our growth solely as CM Service provider throughout the central Florida region. Our depth and quality of local subcontractor relationships is second to none. We will leverage our outstanding trade market relationships to the greatest benefit of the projects and in support of the city's mission. Our Tampa office is located less than 40 minutes to the project site, allowing the collective team immediate and convenient access to one another.

KEY DIFFERENTIATOR NO. 5 | WE CARE

This is not just business for us, this is personal. We are a highly reputable regional firm that has a proven track-record of delivering projects under this form of contract. We're not a “big or national company,” and as such, the professionals assigned to your project won't be “B” or “C” players, they are tenured A.D. Morgan professionals, and they won't be “training” on your projects. With the A.D. Morgan team you're getting owner | partner level commitment and involvement, tenured leadership, award-winning expertise in the construction or renovation of your facilities, and you're getting a team that CARES about YOU and YOUR MISSION.

Very Truly Yours

THE A. D. MORGAN CORPORATION

Rebecca J. Smith | President & Founder

35-22-02 Construction Management Services-Hercules Park

City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-02

PROJECT NAME: Construction Management Services – Hercules Park

RFP DEADLINE: Thursday, May 12 2022 before 11:00 am

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

Federal Employer Identification Number: 59-2933439

Required Documents:

- | | |
|---|---|
| ☐ Cover Page, Pg 1 | ☐ RFQ Response Form, Pg 3 |
| ☐ CMS Contact Sheet, Pg 25 | ☐ RFQ Table of Contents, Pg 26 |
| ☐ SubConsultant/Contractor, Pg 27 | ☐ References, Pg 28 |
| ☐ Public Entity Crimes, Pg 31 | ☐ Error & Omissions, Pg 36 |
| ☐ Addenda Receipt Acknowledgement, Pg 33 | ☐ Debarment, Pg 37 |
| ☐ E-Verify, Pg 35 | ☐ RFQ Acceptance, Pg 38 |
| ☐ References, Business Tax Receipt and Licenses, etc | |
| ☐ Non Collusive, Pg 34 | |

FIRM NAME: The A.D. Morgan Corporation

SUBMITTER'S NAME/TITLE: Matt D'Amaddio

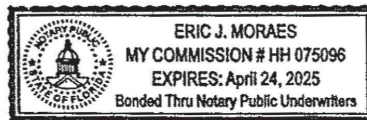
ADDRESS: 716 N. Renellie Dr. Tampa, FL 33609

TELEPHONE NUMBER (813) 832-3033 FAX (813) 831-9860

EMAIL ADDRESS mdamaddio@admorgan.com

Firm Representative Signature:  Date 5/12/22

Notary or Corporate



RFP RESPONSE FORM

CONSTRUCTION MANAGEMENT SERVICES – 35-22-02

Project Title: **Construction Management Services – Hercules Park**

APPLICANT FIRM NAME: **The A. D. Morgan Corporation**

ADDRESS: **716 N. Renellie Dr. Tampa, FL 33609**

TELEPHONE NUMBER: **(813) 832-3033**

FAX NUMBER: **(813) 831-9860**

CONTACT PERSON/TITLE: **Matt D'Amaddio, Program Director**

EMAIL ADDRESS: **mdamaddio@admorgan.com**

ALT CONTACT PERSON/TITLE: **Jeremy Warner**

EMAIL ADDRESS: **jwarner@admorgan.com**

FEDERAL TAX ID NUMBER: **59-2933439**

Type Ownership: **Corporation**

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:

Dr. Rebecca Smith, President-(813) 832-3033

John Kalaf, Vice President-(813) 832-3033

Present Offices: City/State/Number of personnel for each:
Tampa 34, Lakeland - 4, Manatee - 3

CMS APPLICATION FORM

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GENERAL INFORMATION

4.3.1 - 4.3.7



CONSTRUCTION MANAGEMENT SERVICES – 35-22-02

Project Title: **Construction Management Services – Hercules Park**

APPLICANT FIRM NAME: **The A. D. Morgan Corporation**

ADDRESS: **716 N. Renellie Dr. Tampa, FL 33609**

TELEPHONE NUMBER: **(813) 832-3033**

FAX NUMBER: **(813) 831-9860**

CONTACT PERSON/TITLE: **Matt D'Amaddio, Program Director**

EMAIL ADDRESS: **mdamaddio@admorgan.com**

ALT CONTACT PERSON/TITLE: **Jeremy Warner**

EMAIL ADDRESS: **jwarner@admorgan.com**

FEDERAL TAX ID NUMBER: **59-2933439**

Type Ownership: **Corporation**

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:

Dr. Rebecca Smith, President-(813) 832-3033

John Kalaf, Vice President-(813) 832-3033

Present Offices: City/State/Number of personnel for each:
Tampa 34, Lakeland - 4, Manatee - 3

FIRM DATA SHEET

FINANCIAL RESPONSIBILITY

- Has the firm ever failed to complete any work rewarded to it or been removed from any project awarded to the firm.
- List the contact person, addresses, and phone numbers for the firm's bonding Company/Agent.

The A.D. Morgan Corporation has **NEVER FAILED** to complete any work rewarded to us or have been removed from any project awarded.

FIRM'S BONDING COMPANY / AGENT

Alliant Insurance Services, Inc.

Colette R. Chisholm

Attorney-In-Fact

333 Earle Ovington Blvd., Suite 700

Uniondale, NY 11553

516-414-8285



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: Certificates/Commercial Lines PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902 E-MAIL ADDRESS: certificates@w3ins.com
INSURED The A. D. Morgan Corporation 716 N Renellie Dr Tampa FL 33609	ADMORGA-01
INSURER(S) AFFORDING COVERAGE	
INSURER A: Amerisure Ins. Co.	NAIC # 19488
INSURER B: Amerisure Mutual Ins. Co.	23396
INSURER C: Illinois Union Ins. Co.	27960
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1912060032**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		CPP20826110902	5/20/2021	5/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA20826100901	5/20/2021	5/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		CU21120780202	5/20/2021	5/20/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC20826120901	6/26/2021	6/26/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability incl E&O		G27059910009	5/20/2021	5/20/2022	Limit of Liability Deductible 1,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFQ: 35-22-02
CMS for Hercules Park**CERTIFICATE HOLDER****CANCELLATION**

City of Zephyrhills ATTN: Purchasing Department 5335 8th Street Zephyrhills FL 33542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD 25 (2016/03)

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PROOF OF INSURANCE

SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-02

SUBCONSULTANT/CONSTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1. No subcontractors have been selected for the project at this time.	1.
2.	2.
3.	3.
4.	4.
5.	5.

SUB CONTRACTOR DATA SHEET



RESPONSE TO EVALUATION CRITERIA **4.3.8 (SECTION 5)**



PROPOSED ORGANIZATION

5.1.1. Describe firms proposed organization for the construction management team, including superintendent, project manager, project director, cost estimator, project executive, who will manage the project. Please designate specific individuals to fill the following roles:

The organization of our team represents a wholly integrated CM@R delivery structure that streamlines communications and decisions-making that will most assuredly translate to added value in the form of budget optimization and schedule efficiency. Rest assured; each proposed team member will be intimately involved from the start to the finish to ensure nothing short of ultimate success.

The specific individuals proposed to deliver your Hercules Park have an exceptional track-record of delivering projects together and were selected specifically because of their familiarity with the City of Zephyrhills mode of operation from recent and successful project completions for the city. In addition, this team has a tenured history with A.D. Morgan. **The average A.D. Morgan tenure amongst these individuals is over 10 years long and dozens of projects.** This team is equipped with the experience and expertise that will be required for a seamless, and sometimes required, rapid response to the various project needs of the city.

A key differentiator to our approach is the highest level of Principal and Executive involvement that many other 'large and national' construction managers do not offer. President, Rebecca Smith, and Vice President, John Kalaf will be personally involved and available throughout the life of the project and will ensure the entirety of A.D. Morgan's resources are made available to guarantee a superior project delivery.

EXECUTIVE PROJECT LEADERSHIP

Every A.D. Morgan project has an assigned Executive Team who play a very active role during pre-construction and throughout construction and closeout phases of every project to ensure nothing less than ultimate success. The proposed Executive Leadership for your Hercules Park will consist of **Project Executive, Matthew D'Amaddio**. As active participants of the project, responsible for the oversight and successful delivery of each phase, he will employ his strengths, experience, and expertise to ensure every objective for the project is achieved in accordance with the contract, and in the best interest of the City.

SEASONED PRE-CONSTRUCTION LEADERSHIP

Proposed Sr. Estimator & Pre-Construction Director, Jeremy Warner, is a career construction management professional who brings a tremendous amount of experience delivering projects near identical in scope and scale to that of your Hercules Park. Jeremy will be leading all technical budgeting, systems cost estimating, milestone estimating, value engineering, subcontractor bidding, and GMP development activities for this project. Jeremy has spent 22 years as a preconstruction professional, estimating and developing guaranteed maximum price contracts (GMP's) for municipal, and governmental sector projects throughout the Central Florida Region. In the past 12 Months alone, Jeremy has developed over \$120M in successful GMP's and led value engineering efforts that generated over 400 different value options worth over \$15M of savings (for which the owners selected options at their discretion). Jeremy will be collaborating closely with the entire team throughout the preconstruction phase to ensure the budget objectives are met, and to establish complete continuity of knowledge in the transition from pre-construction, into the construction phase. Additionally,

VETERAN ON-SITE & FIELD LEADERSHIP

Upon the transition to the construction phase, our on-site construction team will mobilize and position themselves directly on-site for the duration of the project. The on-site team will consist of Project Manager, Terry Lilling, and Superintendent, Mike Taylor.

Project Manager, Terry Lilling has over 30 years’ experience as a lead project manager for construction management at risk projects. Terry is regarded by clients and design partners for his exceptional communication skills and technical knowledge. His management responsibilities involve both the pre-construction and construction phase of the project. During pre-construction he assists in the development of the project schedule, participates in constructability reviews, subcontractor scope development and pre-mobilization site logistics planning. In the construction phase Terry will be the primary point of contact for the A.D. Morgan project team.

Superintendent, Mike Taylor has over twenty-nine (29) years of construction experience in commercial construction. He has held positions of journeyman, carpenter, layout engineer, carpenter foreman, superintendent, and senior superintendent. His management responsibilities involve both the pre-construction and construction phase of the project. During pre-construction he assists in the development of the project schedule, phasing and constructability. In the construction phase he manages the subcontractors in the field, documents the daily project activities, manages quality control, implements the safety program, and coordinates the schedule.

STAFF TO BE ASSIGNED TO PROJECT			TEAM ALLOCATION	
NAME	TITLE	YEARS WITH FIRM	PRECON	CON
JOHN KALAF	VP OF OPERATIONS	21	10%	10%
MATT D'AMADDIO	PROJECT EXECUTIVE	5	10%	10%
JEREMY WARNER	DIRECTOR OF PRECON	2	30%	AS NEEDED
VANNA LANH	SAFETY / QAQC	19	25%	AS NEEDED
TERRY LILLING	PROJECT MANAGER	13	5%	100%
MIKE TAYLOR	SR. SUPERINTENDENT	7	5%	100%



5.1.2. CURRENT RESUMES LISTING PROJECT EXPERIENCE



JOHN KALAF, CGC

VP of Operations



PROFESSIONAL QUALIFICATIONS SUMMARY

John brings thirty-eight (38) years of successful K-12 project deliveries utilizing the CM at Risk Delivery Method. John's leadership spans 21 years and \$800 million of successful projects with A.D. Morgan. As Project Executive, John will be responsible for the leadership of all project team members throughout the delivery of the project to ensure a successful delivery measured by safety, quality, schedule compliance and client satisfaction. John's involvement will start immediately after the project award and will continue through pre-construction, construction, and project closeout phases. John's extensive successful experience delivering projects and will bring the necessary experience and leadership required to successfully deliver the project under the most critical conditions.

EDUCATION

University of Florida
B.A. in Building Construction

38

Years of Experience

17

Years with other firm

21

Years with A.D. Morgan

REGISTRATIONS

Certified General Contractor
Certified Building Inspector
OSHA Certified
First Aid/CPR



MATTHEW D'AMADDIO

Project Executive



PROFESSIONAL QUALIFICATIONS SUMMARY

Having spent 10 years as an Operations & Project Manager with two of the largest construction managers in the country before joining A.D. Morgan in 2017, building for some of the highest profile clients in the industry including Nike, Boston University, Jones Lang Lasalle, Tribeca Associates and Boston Properties, Matt's expertise delivering complex projects with schedule certainty will bring tremendous value to your project. Having delivered new construction projects for some of the country's most notable institutional clients, Matt's schedule expertise will remove significant risk from the project. Matt will also work diligently during the pre-construction process to ensure local subcontractor participation and maximize community awareness.

RELATED PROJECT EXPERIENCE

ROLE

COST

SIZE

Polk Co Schools – Bartow Sr. High Phase II	Program Dir	\$30,025,575	148,000 sf
Pinellas Co. Schools – Tyrone Middle School	Program Dir	\$30,829,308	132,615 sf
Polk Co. Schools – Kathleen Middle School	Program Dir	\$5,100,000	26,530 sf
Pinellas Co. Schools – Midtown Academy	Program Dir	\$15,659,201	75,000 sf
Pinellas Co. Schools – San Jose Elementary	Program Dir	\$2,951,949	56,000 sf
Hillsborough Co. Schools - Davidsen Middle School	Program Dir	\$3,500,000	HVAC
Polk State College – Ropes Course	Program Dir	\$274,027	Two-story, 16-obstacle
GT Bray Park	Program Dir	\$2,200,324	Various
City of Zephyrhills New City Hall	Program Dir	\$6,500,000	21,430 sf
Marion County Schools - Continuing Contract	Program Dir	\$5,256,264	Various

EDUCATION

Hofstra University
Business Management | Finance
- 2010 Grad

12

Years of Experience

5

Years with other firm

7

Years with A.D. Morgan

REGISTRATIONS

OSHA Certified
First Aid/CPR



JEREMY WARNER, CGC, LEED AP

Preconstruction Director



PROFESSIONAL QUALIFICATIONS SUMMARY

Jeremy's professional career in the construction industry spans twenty-two (22) years with a focus on construction management at risk for Public Educational Facilities throughout Central Florida, both K12 and Higher Education. Through his career Jeremy has risen from Project Superintendent, Estimator, to Sr. Estimator and has been an Estimator for the past twenty-three (23) years, three (3) of which with A.D. Morgan. As your Sr. Estimator, Jeremy will serve as the pre-construction leader working closely with the team through market cost analysis, conceptual estimating, schematic estimating, project schedule development, value engineering, life-cycle cost analysis, constructibility reviews, and provide on-going cost savings opportunities. Ultimately, Jeremy will develop the final GMP.

RELATED PROJECT EXPERIENCE	ROLE	COST	SIZE
Polk Co. Schools – Bartow Sr. High Master Plan Phase II	Precon Dir	\$30,025,575	148,000 sf
Pinellas Co. Schools – Tyrone Middle School Renovation	Precon Dir	\$30,829,308	132,615 sf
St. Petersburg College Student Center	Precon Dir	\$25,000,000	-
Tarpon Springs Middle School HVAC Renovation	Precon Dir	\$10,700,000	-
John Young Elementary School	Precon Dir	\$10,500,000	100,000 sf
Pinellas Co. Schools – Midtown Academy	Precon Dir	\$15,659,201	75,000 sf
Jones High School Capital Improvements	Precon Dir	\$9,000,000	250,000 sf
Quail Hollow Elementary School Renovation	Precon Dir	\$9,000,000	100,000 sf
GT Bray Park	Precon Dir	\$2,200,324	Various
Polk Co. Schools – Kathleen Middle School	Precon Dir	\$5,100,000	26,530 sf

EDUCATION

Southern Illinois University
at Carbondale
Bachelor of Arts

23
Years of
Experience

20
Years with
other firm
3
Years with
A.D. Morgan

REGISTRATIONS

Rotary
General Contractor
OSHA Certified
GCBX



VANNA LANH, CGC, LEED ADVISOR

Quality Control / Safety Manager



PROFESSIONAL QUALIFICATIONS SUMMARY

Vanna spent fourteen years in the Army Corps of Engineers prior to spending the last twenty-three years in the construction industry as a Civil Engineer, Project Manager and Quality/Safety Director. Vanna works closely with The A.D. Morgan Project Team during the pre-construction and construction phases to develop project specific safety strategies, project specific quality control programs and provides ongoing safety and quality compliance support for all A.D. Morgan projects.

RELATED PROJECT EXPERIENCE	ROLE	COST	SIZE
Polk Co. Schools – Bartow Sr. High Master Plan	Safety / QAQC	\$30,025,575	148,000 sf
Pinellas Co. Schools – Tyrone Middle School	Safety / QAQC	\$30,829,308	132,615 sf
Polk State College – Center for Public Safety Training	Safety / QAQC	\$23,722,926	104,000 sf
Zephyrhills Public Library	Safety / QAQC	\$2,200,000	8,463 sf
Pasco Co. Schools – CNG Fueling Station	Safety / QAQC	\$3,200,000	CNG Fueling
Pinellas Co. Schools – Midtown Academy	Safety / QAQC	\$15,659,201	75,000 sf
New River Elementary School	Safety / QAQC	\$15,800,000	92,000 sf
Double Branch Elementary School	Safety / QAQC	\$14,400,000	92,000 sf
Memorial Elementary School	Safety / QAQC	\$14,400,000	100,000 sf
City of Zephyrhills New City Hall	Safety / QAQC	\$6,500,000	21,430 sf

EDUCATION

University of Florida
B.S. in Civil
Engineering Technology

38
Years of
Experience

19
Years with
other firm
19
Years with
A.D. Morgan

REGISTRATIONS

Certified Stormwater
Mgmt Inspector
LEED AP/Green Globe
OSHA Certified
First Aid/CPR

ADDITIONAL ACTIVE REGISTRATIONS

Fall Protection Competent Person/Trainer,
Indoor Air Quality Expert, Registered
Roofing Observer



TERRY LILLING

Project Manager



PROFESSIONAL QUALIFICATIONS SUMMARY

Terry has over thirty (30) years of project management experience delivering projects utilizing construction management at risk for Educational Clients. Terry is regarded by clients and design partners for his exceptional communication skills and technical knowledge. His management responsibilities involve both the pre-construction and construction phase of the project. During pre-construction he assists in the development of the project schedule, participates in constructability reviews, subcontractor scope development and pre-mobilization site logistics planning. In the construction phase Terry will be the primary point of contact for the A.D. Morgan project team.

RELATED PROJECT EXPERIENCE

RELATED PROJECT EXPERIENCE	ROLE	COST	SIZE
Polk Co. Schools – Bartow Sr. High Master Plan	PM	\$30,025,575	148,000 sf
Polk State College – Center for Public Safety Training	PM	\$23,722,926	104,000 sf
St. Petersburg College – Joint-Use Library Master Contract	PM	\$15,394,469	87,000 sf
St. Petersburg College – Ethics & Social Sciences Building	PM	\$11,516,752	61,000 sf
City of Zephyrhills New City Hall	PM	\$6,500,000	21,430 sf
Polk State College – Chain of Lakes Collegiate High School	PM	\$3,268,947	14,500 sf
St. Petersburg College – Continuing Contract	PM	\$4,054,450	Various sf
Polk State College – Continuing Contract	PM	\$728,414	Various sf
Manatee County – Continuing Contract	PM	\$3,575,724	Various sf
Manatee CoSchools – Harlee Middle School Renovation & Re-roof	PM	\$1,925,000	117,456 sf

EDUCATION

University of Florida
B.S. in Building Construction

30
Years of
Experience

20
Years with
other firm
10
Years with
A.D. Morgan

REGISTRATIONS

OSHA Certified
First Aid/CPR



MIKE TAYLOR

Superintendent



PROFESSIONAL QUALIFICATIONS SUMMARY

Mike Taylor brings thirty (30) years experience as a Construction Superintendent. Over Mike's tenured professional career, he has delivered successful continuing contracts for various entities. Most notably, Mike has been the lead Superintendent responsible for the successful completions of \$20M worth of projects at the University of South Florida. For The City of Zephyrhills, Mike will be actively involved both during the pre-construction and construction phases of the project. During pre-construction he assists in the development of the project schedule, phasing, and constructability review. During the construction phase he will be onsite daily managing trade subcontractors, documenting the daily project activities, managing quality control, implements the project specific safety program, and coordinating the schedule.

RELATED PROJECT EXPERIENCE

RELATED PROJECT EXPERIENCE	ROLE	COST	SIZE
University of South Florida – Continuing Contract	Super	\$20,000,000	Various sf
Pinellas Co. Schools – Midtown Academy	Super	\$15,659,201	75,000 sf
University of South Florida – Egress Stair	Super	\$2,000,000	2,779 (7 floors, 397)
Lealman Ave Elementary – HVAC	Super	\$6,400,000	57,000 sf
University of South Florida – Magnolia Housing Interior	Super	\$1,900,000	90,996 sf
University of South Florida – Magnolia Housing Exterior	Super	\$1,900,000	90,996 sf
University of South Florida – Magnolia HVAC Renovation	Super	\$1,700,000	7 Buildings, 168,256 sf
University of South Florida – Chiller #10 Replacement	Super	\$1,682,400	2,300 ton chiller
University of South Florida – Cooling Tower #8	Super	\$1,364,563	4 BAC cooling towers
University of South Florida – SVC HVAC Renovation	Super	\$613,000	6 air handlers

EDUCATION

Self Taught
Apprenticeship

30
Years of
Experience

24
Years with
other firm
6
Years with
A.D. Morgan

CERTIFICATIONS

OSHA Certified
First Aid/CPR

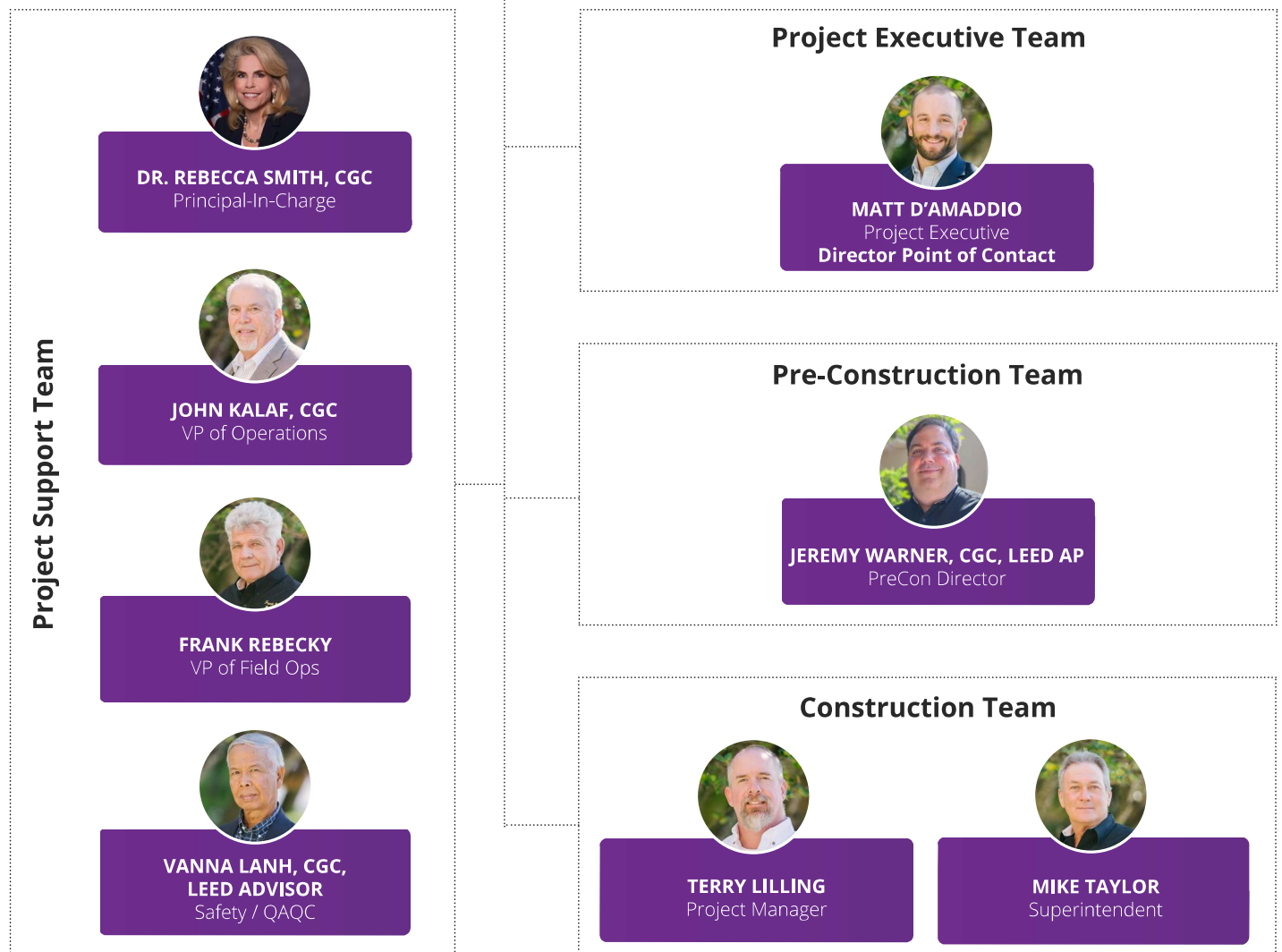
5.1.3. - 5.1.4 - LEADER OF CONSTRUCTION TEAM / ORGANIZATIONAL CHART

PROVEN PROJECT LEADERSHIP

From the date of project award through final completion of the project, Project Executive Matt D'Amaddio will serve as the primary leader of the construction team. Matt will hold ultimate responsibility in meeting the contract requirements.



Kimley»Horn
Expect More. Experience Better.



5.2 – PRE-CONSTRUCTION PHASE SERVICES

5.2.1. LIST OF SERVICES FIRMS PROVIDES FOR CONSTRUCTION MANAGEMENT OR GC SERVICES

PRE-CONSTRUCTION – ESTABLISHING & MAINTAINING BUDGET CONTROL

As your Construction Management partner, we will be working hand in hand with the City of Zephyrhills, Kimley-Horn, and their design consultants each step of the way, from pre-construction through construction, and closeout, to ensure complete budget control and containment. The pre-construction collaboration and bidding phase of your Hercules Park will be the first, and most important phase of establishing and maintaining budget control, while achieving the overall design intent for the project. **Establishing real-time market cost analysis, procurement and schedule data will be imperative considering the volatile market conditions being faced by supply chain impacts around the globe.** Our team has taken innovative measures to perform market studies through subcontractor and vendor relationships which allow us to generate accurate market cost forecasts. This gives us the ability to rapidly provide information to facilitate timely cost related decisions and allows our owners and design team to move forward with confidence and without delay.

DESIGN MILESTONE COST ESTIMATING

We are excited to hear that Kimley-Horn will be serving as the prime design firm for the project. This is great news as A.D. Morgan has a well established working relationship with Kimley-Horn. With an anticipated CM award date in June 2022, we plan to begin our dialogue with Kimley-Horn as soon as we have a notice of intent to award! We will be able to quickly analyze the design options and quickly provide real-time market cost feedback, identify long lead equipment to ensure availability and develop a plan for alternative material options, if needed. Our understanding is the Schematic Design process is currently under way and the first phase will be complete around the time of CM Contract approval. This is an ideal point for our team to jump in and start design milestone cost estimating and reporting process. At the designated design phase milestones, A.D. Morgan will provide milestone estimates and provide an updated conceptual construction schedule associated with each design update. Milestone Estimates typically will be developed at the completion of Schematic Design (SD), Design Development (DD), 50% - 70% Working Drawings, and at the completion of Construction Documents (90%-95% CD's) to ensure that the budget has been contained in each phase before continuing the design. Our objective is

to ensure the design intent and scope is maintained at or under your budget throughout design; before going back out to the subcontractor market for final bids. If there is a budget or schedule challenge, we will work closely with the Design Team to find innovative solutions to maximize the allowable budget and streamline the schedule.

SYSTEMS LIFE CYCLE COST ANALYSIS

Early in the design process we carefully evaluate not only the initial cost, but also the long-term life cycle cost of a project. By thoroughly analyzing functionality, durability, availability, and maintenance costs, we offer solutions that provide the best long-term value and satisfaction to the city. This process explores possibilities and identifies the alternatives with the optimum total cost to buy, own, and operate. A life cycle cost analysis is provided to predict the break-even and payback schedule on the whole cost of a system under the same performance demands. The demands are measured based on real-time use and consumable cost records of comparable facilities and spaces, applied to each system. It is ultimately a data-driven decision process to optimize the future operating cost of your new facility and is employed during the design phase when the magnitude of the systems is determined to impact the budget goals and requirements.

PRE-CONSTRUCTION - CONSTRUCTIBILITY ANALYSIS

For a sports & recreation facility such as this one, we cannot take one size fits all approach to constructability review; we will customize our program specifically for the operational needs of the facility. We will perform stand-up reviews major project components such as HVAC systems and equipment, electrical and lighting systems, flooring systems, and focus our study on the areas that need to sustain the most use. Our constructability analysis will provide a study of the facility through review of the documents to identify potential problem areas that may impact achieving optimum functionality of the facility. We will evaluate level of use, durability, flexibility, and integrity for each major component to ensure we deliver the quality that meets and exceeds the programmatic needs of a facility such as this one.

MAXIMIZING DIRECT PURCHASE SALES TAX SAVINGS

95% of A.D. Morgan's clients are public and governmental agencies throughout Florida who utilize direct purchase sales tax savings and we are very familiar with the City of Zephyrhills direct purchase process. We will work closely with the city to ensure we maximize sales tax savings through Direct Purchase Order process. With this facility being a pre-engineered metal building, with substantial electrical and HVAC packaged, there will be a great opportunity to maximize savings through the direct purchases of the steel building, HVAC, electrical, roofing, and even plumbing fixture packages.

MANAGING COST ESCALATION FROM VOLATILE CURRENT MARKET CONDITIONS

Construction, particularly throughout the Central Florida region, is a dynamic marketplace where time and cost is regularly fluctuating so having real-time market information essential. This issue has only been exacerbated by with the impact of COVID-19. To manage market volatility A.D. Morgan proactively seeks out supply chain information from our trade partners, vendors, and distributors to understand the current and anticipated state of cost impact and availability, lead times for procurement. We combine this data with the information for owner supplied equipment, FFE and services to ensure continuity throughout the master schedule logic.

DESCRIPTION	ORIGINAL COST	REDUCED COST	SAVINGS TO OWNER
Change Metal Roof to Single Ply	\$182,624	\$77,215	\$105,409
Reduce Clerestory by 2.5%	\$125,580	\$100,000	\$23,580
Revise Ceramic Tile to VCT	\$5,681	\$1,617	\$4,064
Revise Linoleum to VCT	\$12,675	\$2,925	\$9,750
Paint Wainscot ILO Tile Walls	\$11,250	\$3,000	\$8,250
Use CPVC / PEX ILO Electronics	\$83,500	\$73,260	\$10,240
Use Std. Flush Valves ILO Electronics	\$11,000	\$8,200	\$2,800
Use Alternative Bldg. Control Systems	\$214,700	\$145,000	\$69,700
Eliminate Raceways / Use Trays	\$27,890	\$18,732	\$9,158
Use Std. Lighting ILO LED Lighting	\$78,360	\$53,360	\$25,000
Use Occupancy Sensors ILO OLS	\$48,950	\$28,955	\$19,995
Change Auto Doors to Manual Doors	\$23,450	\$13,650	\$9,800
Use Solar Film ILO Tinted Glazing	\$34,500	\$23,000	\$11,500
Use ACT Ceiling ILO Drywall - Dining Area	\$7,200	\$4,988	\$2,212
Modify Drywalls Details / Light Covers	\$20,100	\$11,600	\$8,500
Reduced VAV Terminals from 22 to 10	\$13,200	\$6,000	\$7,200
Revise DMV Piping to non-Chem Rated	\$32,000	\$23,900	\$8,100
TOTAL VE IDENTIFIED \$985,362		TOTAL VE SELECTED \$338,258	

5.2.2. DEFINE VALUE ENGINEERING AND GIVE 2 EXAMPLES

A.D. MORGAN'S DEFINITION OF VALUE ENGINEERING "A SYSTEMATIC APPROACH TO PROVIDING ALL THE NECESSARY PROGRAMMATIC, AND SYSTEMATIC REQUIREMENTS OF A PROJECT AT THE LOWEST COST"

A.D. MORGAN'S APPROACH TO VALUE ENGINEERING

As part of our pre-construction phase services, A.D. Morgan will continually analyze and provide list of value engineering / cost reduction options on an on-going basis for the team's consideration. We will provide a comprehensive log of alternate materials, equipment, and systems along with their associated cost savings. These items will be reviewed by the entire team and those that are selected will be incorporated into the design. **It is imperative to note that our approach to value engineering does not result scope reduction!** Our process for value engineering is aimed to provide you with the entire intended design for the best value. As we develop Value Engineering concepts, we evaluate them for merit based on a specific criterion: **Quality Impact vs. Value Offered, Initial Cost Savings vs. Life-cycle Cost Benefit, Potential Design & Time Impact.**

EXAMPLE 1: POLK STATE COLLEGE CHAIN OF LAKES COLLEGIATE HIGH SCHOOL

Below is a recent example of a value engineering exercise we performed for Polk State College on the Chain of Lakes Collegiate High School. We identified \$985,362 (28%) of value engineering options on a total project budget of \$3.5M. Ultimately, the Owner elected to select \$338,258 of the options. The important element to consider is that not one of the value engineering options that were suggested reduced the scale or scope of the project.

EXAMPLE 2: TYRONE MIDDLE SCHOOL

We have chosen Tyrone Middle School to provide an example of how we develop solutions to help achieve the projects budget and preserve the entire design intent. Early in the design phase we discovered the project was budget challenged. We immediately began investigating options to optimize specific scope items to bring the project within an acceptable budget while maintaining the original design intent. One of the many cost savings considerations presented by our team during the schematic design phase was the consideration of combining three proposed new single-story classroom buildings into a single large, two-story classroom building. This option-maintained Rowe Architects original design intent of connecting the two campuses through what is known as the "Scholar Street" concept and reduced the estimated cost of construction by more than 7%! Additionally, through a collective team effort at the design development phase, we were able to develop ninety-eight (98) value engineering options worth nearly \$2.3 million of savings, of which \$732K were accepted all while preserving the original design intent for Tyrone Middle School's major renovation.

Value Engineering Tyrone Middle School - DD Budget Pinellas County School Board October 6, 2020									
Number	Scope / Classification	Bringing / Maintaining / Eliminating	Proposed By	Description	Proposed Savings	Accepted Savings	Design Impact	Cost	Notes
75	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
76	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
77	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
78	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
79	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
80	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
81	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
82	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
83	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
84	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
85	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
86	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
87	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
88	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
89	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
90	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
91	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
92	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
93	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
94	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
95	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
96	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
97	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
98	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
99	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
100	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
101	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
102	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
103	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
104	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
105	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
106	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
107	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
108	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
109	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
110	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
111	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
112	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
113	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
114	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
115	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
116	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
117	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
118	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
119	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
120	Architectural	Building 1	AD Morgan	Remove Redwood Kitchen Island	\$4,000.00	0.00	Low		Remove Redwood Kitchen Island
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5.2.3. – DESCRIBE THE PROCESS TO BE USED TO OBTAIN A GUARANTEED MAX PRICE AND FOR PROVIDING BONDING FOR THE PROJECT

ASSEMBLING THE MOST QUALIFIED TEAM OF SUBCONTRACTORS

We place a tremendous emphasis on curating a list of highly qualified subcontractors whose expertise fits the scope requirements of the project well in advance of bid day. As a regional Educational Construction Leader, we are regularly able to develop 5-6 qualified subcontractors for each of the major trades for our educational projects. This ensures the most competitive bidding environment ultimately driving best value for the project upon final GMP. A critical element to our success in developing our database of qualified subcontractors is our on-going engagement program known as, 'Opportunity Knocks Today'. Through this program we engage with the local and W/MBE subcontractor market at a project specific level to inform them early and often of the upcoming bidding opportunity. In fact, our virtual 'Opportunity Knocks Today' subcontractor outreach program has proven to be very successful, despite being restricted from physical gatherings due to COVID-19. Our most recent virtual outreach event for Bartow Sr. High School (a project with FWB) yielded excellent results with 63 participating subcontractor firms. Upon bid day we received over 150 bids, 21 of which were from M/WBE firms and the final GMP resulted in 56% local subcontractor participation and 26.8% M/WBE subcontract participation.

EFFECTIVE BID PACKAGE ADMINISTRATION & GMP DEVELOPMENT

Developing detailed bid packages with finely developed scopes of work is a critical element to assembling a watertight final GMP. Our Pre-Construction and Construction team initiates this process by thoroughly reviewing the construction drawings and specifications to assess any clarifications needed prior to issuing bid packages. Once the documents have been thoroughly vetted for the desired scope, we then perform an in-house take-off using a sophisticated bidding software known as On-Screen Take Of. This software allows us to quantify all materials, methods and labor associated with pricing the project. From this take-off we are then able to individualize the data and incorporate it in each trade subcontractor bid-package. Our comprehensive bid-packages provide our pre-qualified subcontractors, vendors, and tradesmen with a descriptive narrative of the specific scopes, schedule, site logistics, City Direct

Purchase Sales Tax Savings requirements, and the quality control requirements to achieve the finished product. This process enables us to verify that our subcontractors have included all aspects of the scope in their proposals and eliminates scope gaps and scope overlaps. As mentioned previously, our bid packages include the project master schedule and contract agreement documents. Our process requires each respective bidder to acknowledge and agree to the project schedule as well as the contract terms for which they will operate under.

This eliminates opportunities for non-conformance to the schedule and expedites the contracting process once a subcontractor is determined to be successful.

Our process also includes Pre-bid conferences with each trade where we review in detail: scope, project logistics, schedule, plans and specifications, quality control and safety procedures and contract documents. Once we've collectively determined the successful subcontractors, the final guaranteed maximum price (GMP) will be developed and prepared for submission to the city. The GMP submittal includes copies of all the subcontractor bids, the bid tabulations, a statement of the project scope, a listing of the contract documents by reference and date and finally, a detailed cost proposal by division. Additionally notes, exceptions, alternates and unit prices are included as they apply.

BONDING

99% of A.D. Morgan's projects are for municipal, and or government agencies which require A Rated bonding. A.D. Morgan has a single project bonding capacity of \$80,000,000 and an aggregate bonding program of \$120,000,000 with a current available bonding capacity of \$65,000,000.

SUBCONTRACTOR BONDING

As a corporate practice, A.D. Morgan bonds all major subcontractors on a project at the level, and at the requirement of the client. We believe this protocol improves the level of accountability and quality of subcontractors and provides additional assurance the project receives the level of attention required from subcontractors.



5.3 – PLAN CONSTRUCTION PHASE

5.3.1. – COST MANAGEMENT PLAN

As described in section 5.2, the cost management and cost containment processes are established and managed throughout preconstruction phase and is carefully refined through our systematic preconstruction process up to when we establish the final Guaranteed Maximum Price (GMP). Once we arrive at our approved GMP, the budget is locked in, and **we transition into the construction phase** where our construction phase team utilizes A.D. Morgan's **systematic construction phase cost management processes. It is important to emphasize, the cost of the project WILL NOT exceed the value of the approved GMP, unless the City requests additional scopes of work that exceed your owner contingency.**

FREQUENT CONSTRUCTION PHASE FINANCIAL FORECASTING

Frequency is critical to accuracy, which is why our project management teams take a proactive approach to cost management and tracking throughout the course of construction. On a monthly basis, the project management team updates the 'anticipated cost report' which is a statement of the current and anticipated financial position of the project as related to the cost of construction. It includes costs committed to date on a trade-by-trade basis and those anticipated to complete the project. The report also contains the trade-by-trade cost of the approved budget so that a comparison can be made, to highlight any variance from the approved budget. It provides for timely administration of the trade contracts and efficient management of the project costs. The anticipated cost report also indicates the amounts paid-to-date to each trade contractor allowing us to monitor the "financial health" of the entire project.

5.3.2 – DESCRIBE CHANGE MANAGEMENT PLAN

MANAGING CHANGE REQUESTS

We constantly strive to eliminate unnecessary or unjustified change order costs. During construction, our integrated construction effort allows us to more seamlessly solve potential issues to avoid change orders. At the weekly Owner, Architect, Contractor (O.A.C.) meetings, budgetary issues will be discussed to ensure that the project budget remains intact. A.D. Morgan will track the costs associated with any additional scope that may be added by the City, and our team will update the budget whenever there is an owner requested change to

not miss any charges that will cause issues as the project progresses.

In the case that a change order request is tendered by a subcontractor, we first evaluate it for validity and make efforts to mitigate / resolve the request. If the request has validity; we then investigate the material and labor costs (both rate and hours). We finally verify the overhead and profit costs to be aligned with the limits of the contract and discuss the claim with the City for review and approval. We include a written statement from our Project Manager to explain the request, which offers the reasoning for its consideration. Our portfolio of repeat clients reflects our genuine commitment to protecting our partners' financial interests.

5.3.3. – PROCUREMENT PLAN

In today's current market environment, developing a project specific strategic procurement plan is more important than ever! With pre-engineered metal building systems with 6–8-month lead times, Poly-Iso roofing insulation and roof fasteners with 12-month lead times, it is imperative we identify the major systems for the new facility in the earliest phases of design. To maximize cost efficiency, and continuity of schedule we will also look to evaluate all possibilities for an early release GMP package for long lead elements of the project such as the pre-engineered building structure, and roofing materials. This will allow us to begin the procurement cycle while we are concurrently completing the design and final GMP development phase.

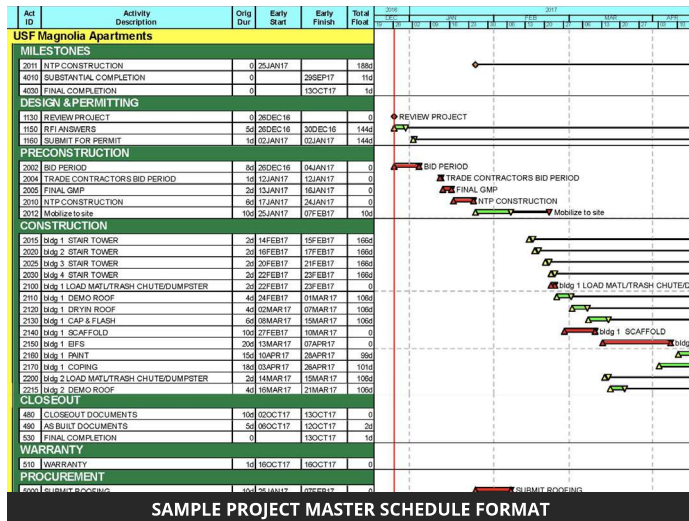
5.3.4. – SCHEDULE MANAGEMENT PLAN

A.D. MORGAN SCHEDULING TECHNOLOGY & METHODOLOGY

At A.D. Morgan, we utilize Oracle's Primavera P6 scheduling software as our project master scheduling tool. This powerful tool allows our team to take control of the project beginning in the design and preconstruction phase and guide it to a successful finish when we hand you the keys. The Critical Path Method (CPM) is used with the support of Primavera P6 Software to generate a comprehensive task matrix of priorities, assign dependent activities and responsibilities. This flexible and accurate system allows for quick adjustments to handle any scheduling challenge that may surface.

Our comprehensive CPM scheduling methodology includes work breakdown structures which provide us the ability to sort and subnetwork by Area of the project,

design phase activities, procurement activities, Trade activities by company, and Section. Beginning in the pre-construction phase, our Teams identify long-lead and prefabrication production durations for materials, equipment, and components. Specialized systems, materials and project elements are tracked by our management and pre-construction staff daily, so we can provide extremely accurate projected durations for off-site production and delivery activities. We then organize the CPM into workflow schedules to be used and tracked during the following periods of every project.



5.3.7. – QUALITY ASSURANCE PLAN

QUALITY CONTROL & QUALITY ASSURANCE

One of the most critical elements to an effective Construction Management project delivery is the implementation and enforcement of a project specific quality control program during construction. This is to ensure the work is done right the first time, every-time; eliminating costly rework and maintaining the schedule. To accomplish this, we bring forward the quality control review established in the design phase and implements a detailed project specific quality control program with each trade to guarantee the highest levels of craftsmanship. The A.D. Morgan project specific quality control employs the Initial QC Process and the Follow-up QC Process and is managed by the Project Superintendent and our Quality Control Manager, Vanna Lanh.

The Initial QC Process is performed at the beginning of each definable feature of work. This process involves systematic steps which includes reviewing of the detailed plan for installation prior to installation, define the required result per contract documents and inspection requirements, inspect the preliminary work for conformance, document and log the installation.

The Follow-up QC Process is to perform daily checks to assure continued compliance with workmanship established at the Initial QC process, including assurance of continuous compliance with contract drawings and specifications and daily control testing. All quality inspection logs are tracked in PROCORE, this way at the end of the project you have a complete record of the QC through the project.

FIELD MOCK-UPS

When appropriate, we require certain trades subcontractors to develop mock-ups prior to beginning installation. This process benchmarks the quality expectation for a definable feature of work and establishes accountability amongst the trades before the work begins.

REJECTION OF NON-CONFORMING WORK

Any work that is found to be non-conforming will be promptly rejected. Our subcontract requires that corrective action be taken within 24 hours of notification of rejection

5.4 – SAFETY

5.4.1. – DESCRIBE YOUR SAFETY PLAN

Risk is inherent throughout the course of any construction

project. Therefore, the primary focus above all else is **SAFETY**. The safety of your staff as well as the safety of our construction personnel. The good news, we do this every day! A.D. Morgan has successfully been delivering complex construction projects for 32-years and has had an almost flawless safety record. We OWN this responsibility and ensure nothing short of perfection. This commitment is reflected by our A+ EMR Rating of .77. Our substantiated reputation for delivering complex projects in a safe, organized manner provides our clients with the confidence to entrust our team with the wellbeing of everyone that steps foot on to our jobsite.

For your Hercules Park project, A.D. Morgan's Executive leadership Staff and Project Team will ensure the implementation of a project specific safety plan, phasing plan, and site management plan that ensures safety.

EFFECTIVE CONSTRUCTION LOGISTICS & SITE UTILIZATION

During the pre-construction phase the team will develop a clear and concise graphic site utilization plan defining all project logistics that outlines the intended use of the site during each phase of the project. This site logistics and phasing plan will consider the existing operational conditions, accommodations for traffic, construction mobilization activities, site logistics, sequence of work, approved site access routes, site safety measures, equipment locations and storage. This is a powerful means of communication and conveys the project plan with project stakeholders that is easily adjusted to accommodate the needs of the building occupants. As an example, we've created a conceptual site logistics graphic to depict what a site logistics plan could look like for Hercules Park project:



PROJECT SAFETY ORIENTATION

Our project Safety Manager, Vanna Lanh, and On-Site Superintendent, Mike Taylor, will be facilitating project specific safety orientation training sessions for all subcontractors prior to commencing work on your

project to ensure our safety specifications are upheld by all subcontractors, without exception.

SPECIFIC JOBSITE HAZARD ANALYSIS

Before any subcontractor mobilizes to the site, our Project Teams will have vetted each trade specific activity for potential hazard / risk. Our project teams review each Job Safety Analysis with Safety Director Vanna Lanh and review it for existing condition hazards, activity hazards etc. and create a prevention and management plan for each hazardous task.

WEEKLY TOOLBOX TALKS

To keep safety at the forefront of everyone's mind on the jobsite, our Superintendents hold weekly toolbox talks with all construction staff and subcontractors onsite. Subcontractors are graded weekly by A.D. Morgan on their safety compliance, and this is reported here.

MOCK OSHA SITE SAFETY AUDITS

Project Safety Director, Vanna Lang conducts unannounced safety inspections to audit and guarantee the conditions of all jobsites to surpass the OSHA standard.

POLICIES & PROCEDURES RELATING TO COVID-19

It is critical that we mention the COVID-19 procedures we'll enforce on your project. To that point, our project team will be implementing a COVID-19 site specific plan for your project to ensure the safety of our workers and your faculty and staff.

The purpose of our plan is to keep workers SAFE, HEALTHY, and WORKING, to prevent workers and building occupants from contracting COVID-19 while at the workplace.

Our protocols are based upon CDC recommendations, and enhanced based on your project's specific needs, and are as follows:

- Mike Taylor, (Project Superintendent), who will be present at all times during work hours, visibly identifiable (uniform, vest or helmet) and accessible to all workers, as well as City officials, during work hours.
- We will maintain a MINIMUM of 6 FEET SEPARATION BETWEEN PERSONNEL AT ALL TIMES. If a task or activity requires closer contact amongst personnel, the task will be staggered in such a way so as to avoid separation of less than 6 feet.
- We will maintain hand washing and hand sanitizing stations located in convenient locations throughout the project site.
- We will prominently post CDC-approved COVID-19 informational materials in English & Spanish.

- Construction-grade gloves will be worn at all times.
- We recognize and will plan for unannounced spot-check inspections by authorized occupational safety medical practitioners.
- We will comply with CDC guidelines and Threshold Building Construction Site Guidelines at that phase of the project.
- Should workers fail to comply with or exhibit "risky" behaviors that can lead to the transmission of COVID-19, they will be immediately removed from the job site.



5.5. STATEMENT OF WHY YOUR FIRM **SHOULD BE SELECTED**

WHY **A.D. MORGAN?**

A.D. Morgan has had the great privilege to serve the City of Zephyrhills on a number of very successful projects including your public library, your new City Hall, and currently on your SVB Indoor Tennis Facility. To that end, we will be providing the city with many of the same team members to oversee the construction of Hercules Park who will be working in tandem with you on your indoor tennis facility. Some of these members include Project Executive, Matt D'Amaddio, Pre-construction Director, Jeremy Warner, and General Superintendent, Frank Rebecky.

If we are able to align the construction schedules for Hercules Park, and the SVB Indoor Tennis Facility, there is a great opportunity to create value through shared project management and executive oversight for both projects, rather than one. This is something we would like to offer to the City if we can align the construction timelines for both project.



A.D. Morgan has an outstanding working relationship with Kimley-Horn & Associates. Our relationship spans back to the Polk State College Center for Public Safety, a \$24M state-of-the-art training facility located in Winter Haven. Needless to say, our firms understand each other and share similar cultures which will assuredly translate into a seamless, collaborative project delivery.



A.D. MORGAN

Kimley»Horn

Expect More. Experience Better.

5.6. APPROACH TO PROJECTS AND ABILITY

5.6.1. – INDICATE IF SERVICES FROM SECTION 2 WILL BE PROVIDED BY APPLICANT OR SUB.

As your construction manager at risk, A.D. Morgan will be operating on the behalf of the City of Zephyrhills, protecting the City's interests every step of the way. **As such, A.D. Morgan will directly be performing all the required services as outlined in section 2 of the RFQ, for the management of the construction of your Hercules Park. As mentioned previously, A.D. Morgan is bringing to the City an outstanding relationship with Kimley-Horn & Associates which means we will be able to seamlessly integrate and collaborate as effective team players!**

As a true, 33-year-old construction management and general contractor, A.D. Morgan will be developing subcontractor agreements to furnish the direct labor, material, systems, sitework, and finish requirements to provide the city with a new Park.

5.6.2 – DESCRIBE SPECIFIC ABILITIES OF THE FIRM

The A.D. Morgan Corporation has been providing Construction Management at Risk, Design-Build and General Contracting services throughout Florida for 32 years. A privately owned and operated construction firm, A.D. Morgan has been recognized as a one of the top Florida based builders of municipal, governmental, civic, commercial, educational and public safety facilities. **We have forged our reputation on our commitment to delivering the highest level of service to our clients established by communication, collaboration, and trust.**

While we provide a wide range of construction and facilities services designed to maximize value – from initial building studies right up handing you the keys – you are always our focus. Our true open book, partnership approach has resulted in measured growth and long-standing customer relationships; **we are proud to say 93% of our business comes from repeat customers, like the City of Zephyrhills**

SUCCESSFUL CITY OF ZEPHYRHILLS PROJECTS (ABOVE)



ZEPHYRHILLS PUBLIC LIBRARY - December 2014



ZEPHYRHILLS CITY HALL - December 2018

A.D. MORGAN'S SIMPLE PHILOSOPHY

A.D. Morgan was founded and has flourished on a single, simple mission, 'We are built on our commitment to deliver excellence, we strive not to be the largest organization in the industry... Simply the very best'. A.D. Morgan delivers with a client centric, collaborative, team focused approach. Our process is built around the vision, needs, and wants of our owners, and end users for any project. We collaborate with the architect, design consultants, and subcontractors to bring that vision to life. This interactive approach ensures the highest quality finished product, with a critical focus on protecting our owners' best interest, every step of the way.

A CONSTRUCTION MANAGEMENT FIRM WITH UNIQUE EXPERTISE

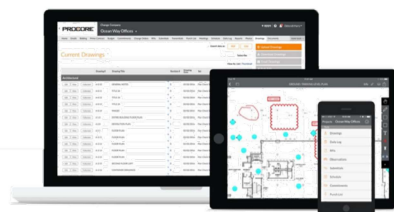
At A.D. Morgan, we recognize that we are only as good as the people that make up our company. Our history of success is a result of the expertise of our highly qualified management and technical staff who are well exercised in the delivery of construction management project for public agency facilities. Additionally, A.D. Morgan actively grows, develops, and hires the best the in our industry. Our team of experienced professionals bring a depth of credentials and qualifications that allow our firm to provide the exceptional level of service to our clients which include:

- Certified Class “A” General Contractor License Holders
- Trained Architect / Civil Engineer
- Licensed Electrician
- Universal HVAC Certification
- Green Globe Professionals
- LEED Accredited Professionals
- OSHA “500” Instructor
- Uniform Building Code Inspector (UBCI)
- Registered Rooftop Observer
- Certified Mold Remediation Expert
- Qualified Stormwater Management Inspector
- Indoor Air Quality Expert
- Southern Building Code Congress International Inspector (SBCCI)
- Green Advantage Environmental Certification
- Doctorate Degree in Facilities Management
- Master of Business Administration

5.6.3. INCLUDE INNOVATIVE APPROACHES

As a local construction management industry leader, we never rest on our laurels, we are always looking for innovative ways to improve the level of service we provide our clients. With the rapid advancement of technology within our industry, we offer our clients the most recent technologies that are in place to enhance the level of quality, schedule certainty, and cost efficiency which include programs such as:

Throughout the course of the project, regular project communications will flow through your on-site project team, primarily Sr. Project Manager Michael Huff. Mike and the project team will be utilizing Procore to administer the project, team resources, and financials on an open, easy-to-use platform, that is designed to support large scale construction projects, and how communication happens. The measurable benefits to the City of Zephyrhills and the project team are:



PROCORE
CLOUD-BASED CONSTRUCTION SOFTWARE

CONTROL – It Will:

- Allow our team to have total control over the life cycle of your project with actionable insights into the project’s status and financials.
- Allow our project team and key stakeholders the ability to access precisely what was built, from any device.
- Increase collaboration and accountability between our team, Design Team and the various City of Zephyrhills Departments involved.
- Track cost updates and project statuses in real-time,

giving City of Zephyrhills total, real-time transparency of the process.

UNIFY – It Will:

- Allow our team to enforce City of Zephyrhills standards, both at our team level, and at the design consultant and subcontracting levels.
- Establish a scalable and centralized workflow across all phases of the pre-construction and construction processes.
- Allow us to collect the same information from all project vendors in a centralized way, that can be easily accessed by our team, and City of Zephyrhills stakeholders, as may be desired.
- Provide centralized reporting for budget and change order information, which will allow us to meet City of Zephyrhills policies and procedures relating to these items, in a faster, more efficient way.
- Allow us to manage a consistent close-out, inspection, and punch process.
- Allow us to maintain consistent document management hierarchies throughout the entire process.

SAFEGUARD – It will:

- Allow our project team to stay ahead of risk, by protecting the entire project team – our team and Polk State College – against surprise costs or schedule delays.
- Facilitate an internal verification and approval workflow for any cost or change order – ensuring seamless adherence to City of Zephyrhills Design & Construction Department policies and procedures and expediting the processing of such request.
- Provide real-time budget and project cost information.
- Eliminate rework and speed up the close-out process.
- Capture a full audit trail and see who did what, when.

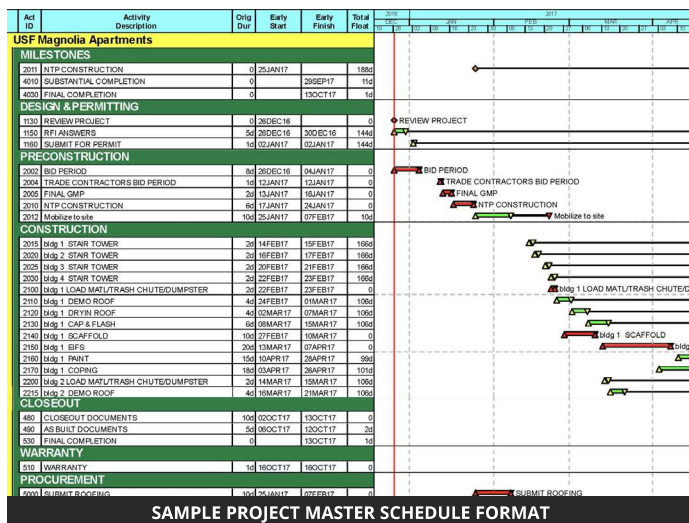
PRECISION QUANTITIES & COST ESTIMATING – ON-CENTER ESTIMATING SOFTWARE

Our pre-construction team will be working diligently to provide real-time cost, schedule, and constructability

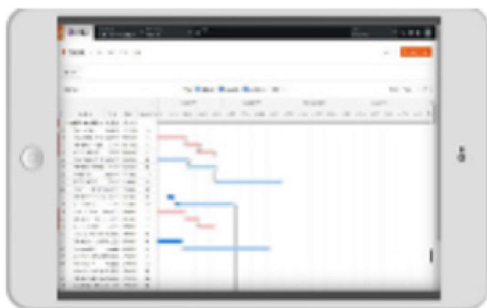
information to allow for fast, data driven decision making. To help facilitate this process our team utilizes On Center On-Screen Takeoff Software. This software system allows our estimating team to generate swift and accurate quantity take-offs. Once we have a baseline established, we apply current market cost information to establish the baseline probable cost estimate to compare each design milestone estimate with. Ultimately our team continues this process as the design is developed and we work towards establishing a final GMP.

SCHEDULING - PROGRAMS & TECHNOLOGY

We utilize Oracle's Primavera P6 scheduling software as our project master scheduling tool. This powerful tool allows our project team to take control by developing a detailed master project schedule. The Critical Path Method (CPM) is used with the support of Primavera P6 to generate a comprehensive task matrix.



Primavera P6 integrates with our Project Management program, PROCORE. This powerful integration tool creates a real-time schedule and planning environment for which our project teams can most effectively communicate and update the projects master schedule. It allows various levels of project forecasting which empowers our teams to most effectively communicate scheduling and manpower requirements with subcontractors. It also allows for complete schedule transparency in real-time for owners and stakeholder review.



360 DEGREE PHOTO AS-BUILT DOCUMENTATION

After construction is complete, it is critically important for your facilities management staff to have access to clear, accurate, as-built information to ensure they are operating efficiently and effectively, with accurate data. Our 360-degree as-built documentation process allows us to GPS tag the construction plans with 360-degree progress imagery throughout the course of construction capturing all concealed rough in conditions as well as systems routing. This allows your teams to access this information as they maintain the facility moving into the future. This technology also acts as an effective progress tracking tool for all project stakeholders who may not be onsite every day.



BUILDING INFORMATION MODELING (BIM) CONSTRUCTION DOCUMENT COORDINATION

As the Design Team works to finish Construction Document detailing required for permitting, bidding and construction, the A.D. Morgan project team will complete coordination reviews to ensure conflicts are identified and eliminated. Our ability to leverage Building Information Modeling (BIM) software and cloud storage ensures that all members of the team are working on the same three-dimensional model in real time and is very effective for coordination with AD Morgan and their subcontractors, particularly the MEP trades.

5.6.4 – QUALITY CONTROL AND QUALITY ASSURANCE PROGRAM

PLEASE REFER TO OUR QA/QC PROGRAM AS DESCRIBED IN 5.3.8

5.6.5 – TIMELINE: PROVIDE A 1 PAGE TIMELINE ON ALL SERVICES TO BE PROVIDED

HERCULES PARK CONCEPTUAL PROJECT TIMELINE			
ACTIVITY	DURATION (WORK DAYS)	START	FINISH
CITY COUNCIL APPROVAL OF CM	0	6/13/22	6/13/22
SCHEMATIC DESIGN	30	6/13/22	7/13/22
SCHEMATIC ESTIMATE	10	7/13/22	7/23/22
DESIGN DEVELOPMENT	30	7/23/22	8/22/22
DD ESTIMATE	15	8/22/22	9/6/22
EARLY PROCUREMENT PACKAGE (50% DD)	15	8/22/22	9/6/22
LONG LEAD GMP DEVELOPMENT	15	9/6/22	9/21/22
RELEASE LONG LEAD MATERIALS	120	9/21/22	1/19/23
CONSTRUCTION DOCUMENTS	40	9/6/22	10/16/22
FINAL GMP DEVELOPMENT	30	10/16/22	11/15/22
CITY COUNCIL APPROVAL OF GMP	15	11/15/22	11/30/22
CONSTRUCTION NOTICE TO PROCEED	1	11/30/22	12/1/22
CONSTRUCTION DURATION	275	12/1/22	9/2/23

5.7 – ABILITY OF PERSONNEL

REFER TO 5.1.2-5.1.4 FOR RESUMES

5.7.2 – SUBMIT ORGANIZATIONAL CHART DELINEATING KEY PERSONNEL.

REFER TO 5.1.2-5.1.4 FOR ORGANIZATIONAL CHART

5.8 SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS

G.T. BRAY PARK

Bradenton, FL



Project Scope:

Construction of a new baseball and softball concession buildings, including dugout replacement and sports lighting. This project also includes new backstops for baseball and softball fields.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Jeremy



Vanna



Matt

Role of Contractor

CM @ Risk

Owner’s Representative

Manatee County Government
Al Meronek
(941) 748-4501

Project Size

Various

Cost

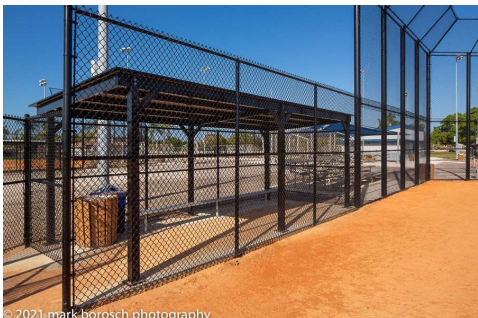
Original GMP: \$2,200,324
Final Cost: \$2,200,324

Completion Date

March 2021

Architect

Manatee County Government



CITY OF ZEPHYRHILLS CITY HALL

Zephyrhills, FL



Project Scope:

Zephyrhills City Hall is a new two story building located in downtown Zephyrhills directly adjacent to the A.D. Morgan built Zephyrhills Public Library. The new building will be home to the Cities departments such as Administration, Finance, Human Resources, Building Department, City Planning and Utilities Department. The chosen site was on the existing City Hall building lot and in effort to minimize disruption to the Cities departments we assisted with the relocation to a temporary Annex for support during construction. The project required the relocation of the primary electrical service and a complete redesign of the existing storm water system. The sitework package including an underground storm water collection vault, paved parking with LED lot lighting. The new building consisted of a CMU and structural steel with a composite metal deck for the second floor. The exterior façade is complete with intricate stone and brick to create an architectural context that the city can grow from.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna



Matt

Firms Responsibility

CM @ Risk

Owner's Representative

City of Zephyrhills
Steve Spina
(813) 780-0011

Project Size

21,430 Sq. Ft.

Cost

Original GMP: \$6,500,000
Final Cost: \$6,500,000

Completion Date

December 2018

Project Designer

Harvard Jolly Architects, Inc.
Phil Trezza
(727) 896-4611



POLK STATE COLLEGE: CENTER FOR PUBLIC SAFETY

Winter Haven, FL



Project Scope:

The new \$24M Safety Training Facility was built on a 10-acre green-field site located adjacent to the Polk County Sheriff Operations Center and Medical Examiner's office. The building is home to Polk State College's programs and the Polk County Sheriff's Office for: Criminal Justice, Emergency Medical Services, Fire Science Technology. In addition, the new facility is home to the Polk State Kenneth C. Thompson Institute for Public Safety, a regional training academy for both new recruits and working law enforcement officers. The 104,000 sq. ft. building consisted of a tilt wall structure complete with classrooms, forensic labs, EMT training spaces, administration spaces, tactical training areas and an auditorium. A state of the art Immersive Training Building for SWAT training was built adjacent to the main building. Extreme precautions were taken during the site development phase to protect the 911 communication line that serves the Sheriff's Operation Center as it ran directly through the site.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna

Firms Responsibility

CM @ Risk

Owner's Representative

Polk State College
Robbie Manikis
(863) 669-2930

Project Size

104,000 Sq. Ft.

Cost

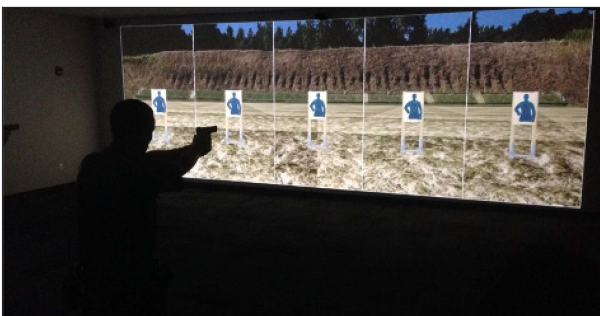
Original GMP: \$23,996,446
Final Cost: \$23,996,446

Completion Date

January, 2016

Project's Designer

Furr & Wegman Architects, PA
Phil Wegman, Architect
(863) 668-1211



POLK STATE COLLEGE - ROPES COURSE

Winter Haven, FL



Project Scope:

Two-story, 16-obstacle course is certified by the Association for Challenge Course Technology and will be used as part of a future national leadership development innovation academy for law enforcement and corrections professionals.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna

Delivery Method

CM @ Risk

Owner's Representative

Polk State College
Robbie Manikis
(863) 669-2930

Project Size

Two-story, 16-obstacle

Cost

Original GMP: \$274,027
Final Cost: \$274,027

Completion Date

May 2017

Project's Architect

Furr & Wegman Architects, PA
Phil Wegman, Architect
(863) 668-1211



STATE STREET PARKING GARAGE

Sarasota, FL



Project Scope:

This project was a result of the City planning to accommodate the parking needs of their continued growth. Located in downtown Sarasota on a former surface parking lot, the new 400 space parking structure tripled the amount of the existing parking capacity and added ground floor retail and dining venues. The structure was built within a tight site footprint between two existing buildings which required careful coordination with the city and the surrounding tenants. Maintaining the safety of the public was at the forefront of our approach. Just in time deliveries had to be scheduled in order to work within the extremely tight site limitations. The structure was cast in place concrete and included complete mechanical, electrical and plumbing systems, along with a façade that blended the structure with the cities surrounding architecture

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna

Firms Responsibility

CM @ Risk

Owner's Representative

City of Sarasota
1565 First Street
Sarasota, FL 34236
941-954-4115

Project Size

400 Spaces

Cost

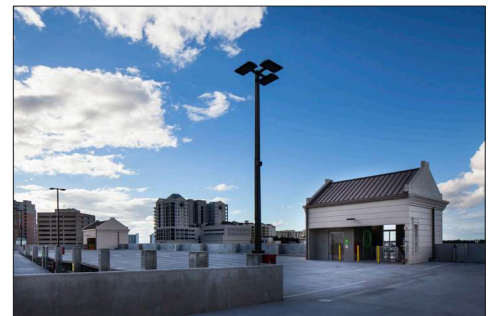
Original GMP: \$12,000,000
Final Cost: \$12,000,000

Completion Date

January 2016

Project's Designer

Harvard Jolly, Inc.
Ward Friszolowski
(727) 896-4611



SUMTER COUNTY COURTHOUSE PARKING GARAGE

Bushnell, FL



Project Scope:

New Sumter County Courthouse Parking Garage on the Bushnell campus consists of a 275 - 300 space parking facility. Located north of the historical portion of the County's courthouse complex, the design of the garage honors the architectural style of the William Augustus Edwards design by utilizing similar materials, colors and detail. The project was awarded the "American Public Works Association Project of the Year - Structures Award for 2019-2020"

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna



Matt

Firms Responsibility

CM @ Risk

Owner's Representative

Sumter County Board of County Commissioners
(352) 689-4400

Project Size

300 Spaces

Cost

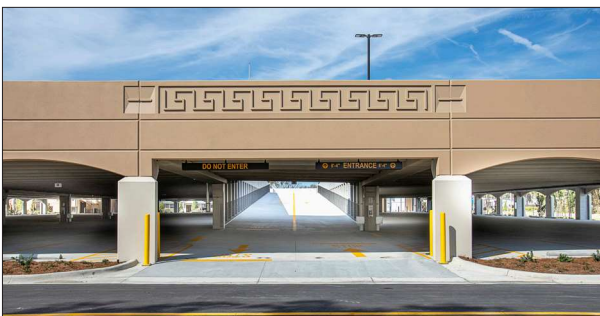
Original GMP: \$6,500,000
Final Cost: \$6,500,000

Completion Date

March 2020

Project's Designer

Harvard Jolly, Inc.
Phil Trezza
(727) 896-4611



BARTOW SR. HIGH MASTER PLAN PHASE II

Bartow, FL



Project Scope:

Multi-phased campus renovation and classroom building replacement at Bartow Senior High School. Project scope includes the demolition of nine (9) outdated single story classroom buildings making space for a new two-story 110,000 sf. forty-two (42) classroom building complete with science labs, open concept collaborative learning spaces and additional administration offices. Also included are building expansions to the Medical & Fire Academy (5,500 sf.), Music & Arts (8,500 sf.) and a new Athletic Field House (10,000 sf.) and renovations to the Criminal Justice & Legal Academy (14,000 sf.). The project is phased to accommodate construction around the active campus.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Jeremy



Vanna



Matt

Delivery Method

CM @ Risk

Owner's Representative

Polk County Schools
Jody Baker
863-534-0620 ex. 875

Project Size

148,000 Sq. Ft.

Cost

Phase I: \$16,556,069
Phase II GMP: \$13,469,506
Final Cost: TBD

Completion Date

Phase I: July, 2021
Phase II: Anticipated July 2022

Project's Designer

Furr & Wegman Architects,
Michael Furr, Architect
(863) 688-1211



5.9 – EFFECT OF PROJECT TEAM LOCATION

The A.D. Morgan Corporation is a locally owned and operated construction management firm headquartered in Hillsborough County. A.D. Morgan has proudly served clients throughout Pasco County for 33 years, including the City of the Zephyrhills. Our rich history of delivering projects in this region allows us to seamlessly tap into our vast network of qualified, local trade partners who are familiar with the districts process, procedures, and expectations. Clients benefit from the fact that we are truly local; with direct, convenient access to all corporate leadership, the depth of A.D. Morgan's resources and industry relationships, everything is right here, on demand. Decisions aren't being made from afar. Additionally, when you work with A.D. Morgan, you are working with a team of professionals who work, play, raise their families, support, and give back to the local community.

As a true partner to the City of Zephyrhills, one of our top priorities is to ensure your tax dollars are spent in the most responsible manner. To that end, we will leverage our 33-year local presence and implement our subcontractor engagement program to maximize local and M/WBE subcontractor participation for this project.

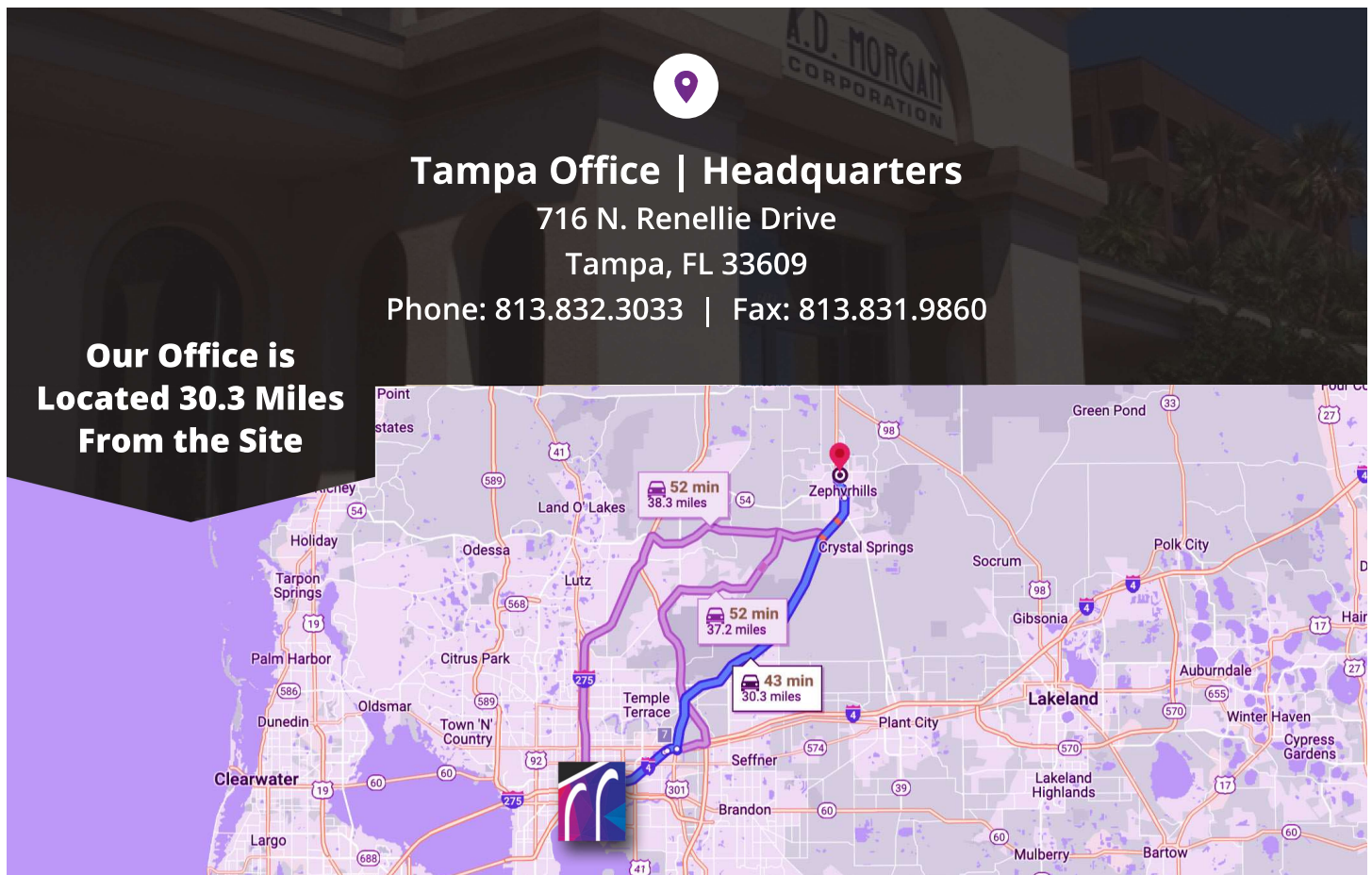
5.9.1. – DEFINE WHERE ELEMENTS OF WORK WILL BE PERFORMED

PRECONSTRUCTION PHASE SERVICES

Throughout the pre-construction phase of our services, A.D. Morgan will be working directly from our corporate headquarters in Tampa, FL. Our pre-construction team will be available and will be scheduling site visits to the site property to walk and discuss scope with subcontractors and will be entirely available for meeting with the city and design team at the location of your choosing.

CONSTRUCTION PHASE SERVICES

Once the construction phase commences, our onsite project manager and Superintendent will be working directly at the project site from the jobsite office trailer. Accounting functions will be run directly from our Tampa headquarters. The project leadership team will be regularly attending on-site meetings, likely on a weekly basis, and will be available at any point throughout the project.





TIMELINE

4.3.9



TIMELINE

HERCULES PARK CONCEPTUAL PROJECT TIMELINE			
ACTIVITY	DURATION (WORK DAYS)	START	FINISH
CITY COUNCIL APPROVAL OF CM	0	6/13/22	6/13/22
SHEMATIC DESIGN	30	6/13/22	7/13/22
SCHEMATIC ESTIMATE	10	7/13/22	7/23/22
DESIGN DEVELOPMENT	30	7/23/22	8/22/22
DD ESTIMATE	15	8/22/22	9/6/22
EARLY PROCUREMENT PACKAGE (50% DD)	15	8/22/22	9/6/22
LONG LEAD GMP DEVELOPMENT	15	9/6/22	9/21/22
RELEASE LONG LEAD MATERIALS	120	9/21/22	1/19/23
CONSTRUCTION DOCUMENTS	40	9/6/22	10/16/22
FINAL GMP DEVELOPMENT	30	10/16/22	11/15/22
CITY COUNCIL APPROVAL OF GMP	15	11/15/22	11/30/22
CONSTRUCTION NOTICE TO PROCEED	1	11/30/22	12/1/22
CONSTRUCTION DURATION	275	12/1/22	9/2/23





RESUMES

4.3.10



4.3.10 RESUMES

REFER TO 5.1.2-5.1.4 FOR RESUMES AND ORGANIZATIONAL CHART



REFERENCES & LICENSES

4.3.11



35-22-02 Construction Management Services-Hercules Park

RFQ 35-22-02

Construction Management Services- Hercules Park

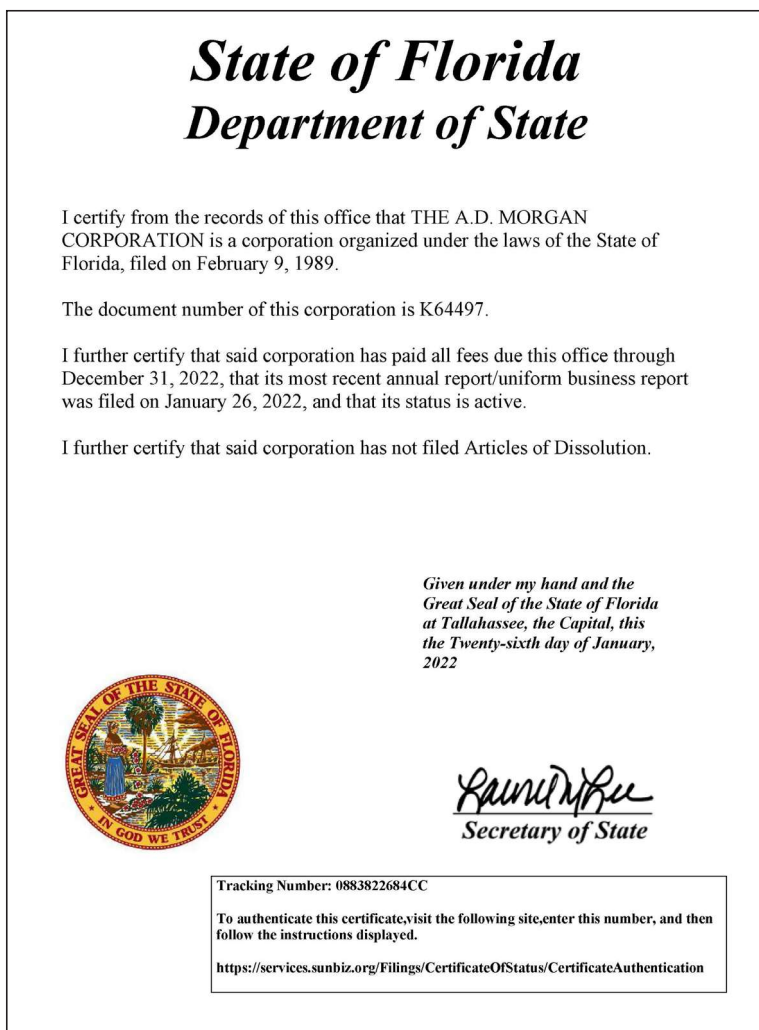
Business References (For Similar Program/Projects)

(Max 10 references and 3 pages)

SAMPLE COPY

1. Company Name **Polk State College**
Project Title **Center for Public Safety** Project Location **Winter Haven, FL**
Project Description **Construction of a 104,000 sf. higher education facility.**
Project Start: **2014** Project Completion Date **December 2015**
Owner Name **Robbie Manikis**
Owner Address **999 Ave H NE, Winter Haven, FL 33881**
Phone Number and Email **(863) 669-2930 | Rmanikis@polk.edu**
Project Amount **\$23,996,446**
Services completed in Budget? Yes ☒ No ☐ Why? _____
Services completed on time? Yes ☒ No ☐ Why? _____
2. Company Name **School Board of Pinellas County**
Project Title **Tyrone Middle School** Project Location **St. Petersburg, FL**
Project Description **Multi-phased complete campus remodel and modernization**
Project Start: **2022** Project Completion Date **Est: April 2023**
Owner Name **Jason Novisk**
Owner Address **6421 22nd Ave N, St. Petersburg, FL 33710**
Phone Number and Email **(727) 276-6452 | noviskj@pcsb.org**
Project Amount **\$32,560,325**
Services completed in Budget? Yes ☒ No ☐ Why? **In Progress**
Services completed on time? Yes ☒ No ☐ Why? **In Progress**
3. Company Name **School Board of Polk County**
Project Title **Bartow Sr. High - Phase I Bldg #49** Project Location **Bartow, FL**
Project Description **Demolition of (9) classroom bldgs. for the new 42-classroom building bldg.**
Project Start: **2020** Project Completion Date **July 2021**
Owner Name **Jody Baker**
Owner Address **1270 S Broadway Ave, Bartow, FL 33830**
Phone Number and Email **(863) 534-0620 ex. 875 | jody.baker@polk-fl.net**
Project Amount **\$16,596,068**
Services completed in Budget? Yes ☒ No ☐ Why? _____
Services completed on time? Yes ☒ No ☐ Why? _____
4. Company Name **School Board of Marion County**
Project Title **Ward Highlands Elementary** Project Location **Ocala, FL**
Project Description **Addition of a one-story classroom wing**
Project Start: **2005** Project Completion Date **October 2006**
Owner Name **Robert Knight**
Owner Address **537 SE 36th Ave, Ocala, FL 34471**
Phone Number and Email **(352) 671-6909 | Robert.Knight@marion.k12.fl.us**
Project Amount **\$16,100,000**
Services completed in Budget? Yes ☒ No ☐ Why? _____
Services completed on time? Yes ☒ No ☐ Why? _____

REFERENCES



LICENSES & REGISTRATION



REQUIRED FORMS

4.3.12



DRUG-FREE WORKPLACE FORM
35-22-02 - CMS

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

certifies that The A.D. Morgan Corporation 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

5/12/22

Date

PUR062.036
re. 10/97

DRUG-FREE WORKPLACE FORM

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

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

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
by Dr. Rebecca Smith, President
(print individual's name and title)
for The A.D. Morgan Corporation
(print name of entity submitting sworn statement)

whose business address is
716 N. Renellie Dr. Tampa, FL 33609

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2933439

(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

PUBLIC ENTITY CRIMES

35-22-02 Construction Management Services-Hercules Park

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.

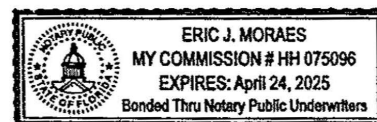

(Signature)

Sworn to and subscribed before me this 12th day of May, 2022

Personally known ☒

Or Produced identification _____
Notary Public – State of FL


My commission expires April 24, 2025
(Type of Identification)



Eric Moraes

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

33

PUBLIC ENTITY CRIMES

35-22-02 Construction Management Services-Hercules Park

Addenda Receipt Acknowledgment

35-22-02

Addendum #	<u>1</u>	Date	<u>4/14/22</u>	Initials	<u>RJ</u>
Addendum #	<u>2</u>	Date	<u>5/05/22</u>	Initials	<u>RJ</u>
Addendum #	<u>3</u>	Date	<u>5/09/22</u>	Initials	<u>RJ</u>
Addendum #	<u> </u>	Date	<u> </u>	Initials	<u> </u>

Firm Representative:



Signature/Date (Executed by Corporate Authority)

ADDENDA ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT**35-22-02**State of Florida
County of Hillsborough

Dr. Rebecca Smith, being first duly sworn, deposes and says that he/she is

The A.D. Morgan Corporation, 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.

Dr. Rebecca Smith

Officer

The A.D. Morgan Corporation (Company Name)

State of Florida
County of HillsboroughThe foregoing instrument was acknowledged before me this 12 day of May
by

Dr. Rebecca Smith, President (name and title of corporate officer)

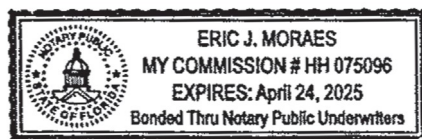
of The A.D. Morgan Corporation (Name of Corporation),

a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced (Identification type)
as identification.

(Signature line for notary public)

Eric Moraes (Name of notary type, printed or stamped)

Notary Public (Title or rank)

My commission expires: April 24, 2025
Serial number, if any HH 075096

35

NON-COLLUSIVE AFFIDAVIT

E-VERIFY

RFP No: 35-22-02
Project Description: Construction Management Services-Hercules Park

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: The A.D. Morgan Corporation

Authorized Signature: 

Title: President

Date: 5/12/22

35-22-02 Construction Management Services-Hercules Park

Errors or Omissions
RFP 35-22-02

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

☐ YES

☒ NO

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

Company/Firm: The A.D. Morgan Corporation

Authorized Signature: [Signature]

Title: President

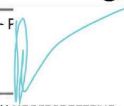
Date: 5/12/22

ERRORS OR OMISSIONS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**
35-22-02

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

Firm: The A.D. Morgan Corporation
Name of Company – Firm

Signature: 
Authorized Company Representative

Name/Title: Dr. Rebecca Smith

Address: 716 N. Renellie Dr. Tampa, FL 33609

Date: 5/12/22

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-22-02 Construction Management Services-Hercules Park.



Authorized Signature

5/12/22

Date

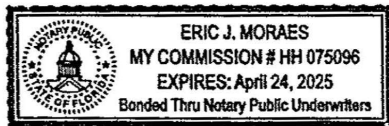
Dr. Rebecca Smith

Printed Name

The A.D. Morgan Corporation

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
12 _____ day of Mat _____ A.D. 2022



_____(Seal) By: Eric Moraes

Title: Notary Public

RFP ACCEPTANCE

May 12, 2022

THANK YOU!

Construction Management at Risk Services for
HERCULES PARK - 35-22-02



WWW.ADMORGAN.COM



*Phinazee Construction &
Consulting Services, Inc.*

BID PROPOSAL # 35-22-02

CMS FOR HERCULES PARK

TABLE OF CONTENTS
FOR 35-22-02
CONSTRUCTION MANAGEMENT SERVICES- Hercules Park

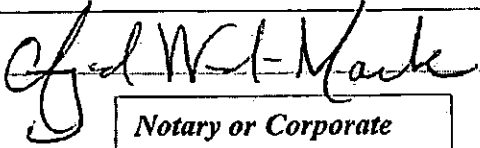
Cover Page	Pg. 1
Table of Contents	Pg. 2
RFQ Response Form	Pg. 3
Request For Qualifications	Pg. 4
CMS Contact Sheet	Pg. 5
SubConsultant/Contractor	Pg. 6
Public Entity Crimes	Pg. 7-8
Addenda Receipt Acknowledgement	Pg. 9
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Non- Collusive	Pg. 32
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Error & Omissions	Pg. 34
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RFQ Acceptance	Pg. 36
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Bank Reference	Pg. 38
Bonding Information	Pg. 39

35-22-02 Construction Management Services-Hercules Park.**City of Zephyrhills
RFQ Response Form****PROJECT IDENTIFICATION NUMBER: 35-22-02****PROJECT NAME: Construction Management Services – Hercules Park****RFP DEADLINE: Thursday, May 12 2022 before 11:00 am**

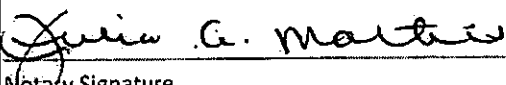
The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualification is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge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

Federal Employer Identification Number: 26-4806031**Required Documents:**

- | | |
|--|--|
| ☒ Cover Page, Pg 1 | ☒ RFQ Response Form, Pg 3 |
| ☒ CMS Contact Sheet, Pg 25 | ☒ RFQ Table of Contents, Pg 26 |
| ☒ Sub Consultant/Contractor, Pg 27 | ☒ References, Pg 28 |
| ☒ Public Entity Crimes, Pg 31 | ☒ Error & Omissions, Pg 36 |
| ☒ Addenda Receipt Acknowledgement, Pg 33 | ☒ Debarment, Pg 37 |
| ☒ E-Verify, Pg 35 | ☒ RFQ Acceptance, Pg 38 |
| ☒ References, Business Tax Receipt and Licenses, etc | |
| ☒ Non Collusive, Pg 34 | |

FIRM NAME: Phinazee Construction & Consulting Services, Inc.SUBMITTER'S NAME/TITLE: Angel Wood-MarkADDRESS: 3433 Lithia Pinecrest Rd., Ste. 339, Valrico, FL 33596TELEPHONE NUMBER 813-381-3317 FAX _____EMAIL ADDRESS pccsi@phinazeeconsulting.comFirm Representative Signature: Date 5-12-2022

Notary or Corporate

AGENCY: CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542				Request for Qualifications Response Acknowledgement	
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT FEDERAL IDENTIFICATION NUMBER		#85-8012740166C-4 #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		
35-22-02	4/10/2022	CMS for Hercules Park	Thursday - May 12, 2022 before 11 a.m.		
PRE-CONFERENCE ☒ Strongly Recommended ☐ None DATE: April 14, 2022 TIME: 10:00 AM Located: City Hall, 5335 8th Street, Zephyrhills, FL-Council's Chambers			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: Phinazee Construction & Consulting Services, Inc. 3433 Lithia Pinecrest Rd., Ste. 339 Valrico, FL 33596			If returning as a "NO" state reason:		
TELEPHONE NUMBER: 813-381-3317			FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: 26-4806031		
EMAIL ADDRESS: pccsi@phinazeeconsulting.com					
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 Angel Wood-Mark / President		
THIS FORM MUST BE NOTARIZED BELOW			PRINTED NAME/TITLE Angel Wood-Mark / President		
Sworn to and subscribed to me this <u>12th</u> day of <u>May</u> , 2022 Personally known: ☒ Or produced identification: ☐ Type of ID: _____			AFFIX NOTARY STAMP BELOW		
 Florida Notary Signature My commission expires: <u>11-3-2023</u>					
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.					

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CONSTRUCTION MANAGEMENT SERVICES – 35-22-02

Project Title: **Construction Management Services – Hercules Park**APPLICANT FIRM NAME: Phinazee Construction & Consulting Services, Inc.ADDRESS: 3433 Lithia Pinecrest Rd., Ste. 339Valrico, FL 33596TELEPHONE NUMBER: 813-381-3317

FAX NUMBER: _____

CONTACT PERSON/TITLE: Angel Wood-Mark / PresidentEMAIL ADDRESS: pccsi@phinazeeconsulting.com

ALT CONTACT PERSON/TITLE: _____

EMAIL ADDRESS: _____

FEDERAL TAX ID NUMBER: 26-4806031Type Ownership: S-CorporationSubmittal for Parent Company Branch or SubsidiaryParent Company, if any: N/A

Former Parent Company/Companies:

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

Angel Wood-Mark / President / 505-620-6152

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

Valrico, FL 4West Palm Beach, FL 4

SUBCONSULTANT/CONSTRUCTION FIRMS:

Firm Name and Address

Services to be Provided

1. Harold Campbell & Associates
11019 Winter Crest Dr.
Riverview, FL 33569

1. Concrete & Sitework

2. Apollo's Lawn & Landscaping, LLC
512 Delwood Breck St.
Ruskin, FL 33570

2. Landscaping

3. R.J. Longboat Sons and Equipment, LLC
680 Sunset Dr. South
St. Petersburg, FL 33707

3. Underground Utilities & Sitework

4. Vivid Consulting Group
701 W. Fletcher Ste. A
Tampa, FL 33612

4. Surveying

5. Rick's Electrical, Inc
P.O. Box 273845
Tampa, FL 33688

5. Electrical

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

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

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

by Angel Wood-Mark / President
(print individual's name and title)

for Phinazee Construction & Consulting Services, Inc.
(print name of entity submitting sworn statement)

whose business address is

3433 Lithia Pinecrest St., Ste 339

Valrico, FL 33596

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4806031

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

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

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

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

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

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

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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.

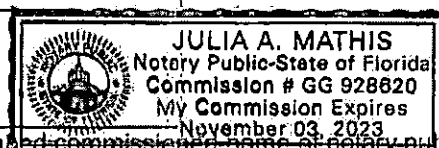
Angel Wood-Mark
(Signature)

Sworn to and subscribed before me this 12th day of May, 2022

Personally known Angel Wood-Mark

Or Produced identification _____
Notary Public – State of _____

Julia A. Mathis
My commission expires 11-3-2023
(Type of Identification)

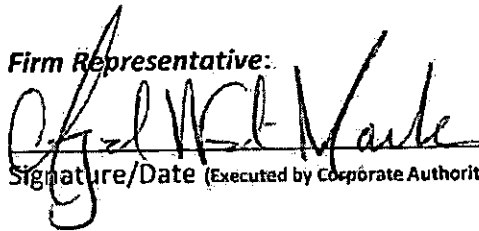


(Printed, Typed or stamped commission name of notary public)

35-22-02 Construction Management Services Addendum 1
Addenda Receipt Acknowledgment
35-22-02

Addendum # <u>1</u>	Date <u>4-14-2022</u>	Initials <u>JM</u>
Addendum # <u>2</u>	Date <u>5-5-2022</u>	Initials <u>JM</u>
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____

Firm Representative:

 5-12-2022
Signature/Date (Executed by Corporate Authority)

9

E-VERIFY

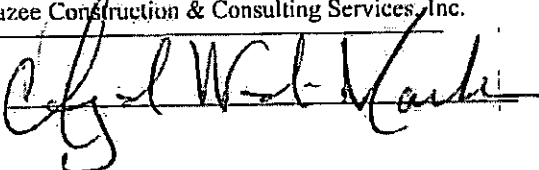
RFP No: 35-22-02
Project Description: Construction Management Services-Hercules Park

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: Phinazee Construction & Consulting Services, Inc.

Authorized Signature: 

Title: President

Date: 5-12-2022



**3433 Lithia Pinecrest Rd.
Suite 339.
Valrico, FL 33596**

REFERENCES

Robert Covington
S2D Construction
1001 South Fort Harrison
Clearwater, FL 33756
727 479-5233

Bill Mayer
Insituform
3016 US Hwy 301 N
Tampa, FL 33619
727-744-8820

Garry Williams
Arcadis
3109 W Dr. Martin Luther King Blvd.
Suite 350
Tampa, FL 33607
813 385-1438

QUALIFIED PERSONNEL

Angel Wood-Mark	General Contractor/Construction Manager/Project Manager
Richard Barnes	Operations Manager
Jonathan Quatra	Project Manager
Julie Mathis	Administrator

LICENSE, CERTIFICATIONS

CGC1525127 – Construction License
City of Tampa
Hillsborough County MBE/SBE
Hillsborough County Public Schools
State of Florida

Company Overview

Since 2009, Phinazee Construction & Consulting Services, Inc. has been providing comprehensive construction solutions. Licensed and insured, we offer over 25 years of experience within the industry and supply an array of services to our clientele.

Our offerings include commercial, federal, and industrial construction as well as construction management. PCCSI offers a cooperative mindset that resonates through each project. The facilitation of actively participating with, for, and beside the entire construction team emphasizes that working together toward a common goal is a strength that results in a successful project.

Please contact us for further information on our company and federal contracting abilities.

Past Performance

New Tampa Recreation Center Addition - Tampa, FL - Parks & Recreation- \$2M
Eastridge & Poinsettia Pump Station Rehabilitation - Tampa, FL- CoT Stormwater Dept- \$1.5M
Palm Beach County WTP # 3 and # 8 Rehab & Improvements - Palm Beach Utility Dept- \$800k
HC Flatwork Project(s)- Aprons, Sidewalk Curb and Gutter - Hillsborough County Utility Dept.- \$158k
Angus Goss Park, City of Tampa - Tampa Florida - Parks & Recreation \$150K
San Carlos San Jose Park, City of Tampa - Tampa, Florida - Parks and Recreation \$105K
Royal Touch Salon, Brandon, Florida - Commercial Interior/Exterior Renovation \$110K
McKay Bay Energy Complex, City of Tampa - Tampa, Florida - Industrial and Miscellaneous Renovations \$100K
University PS, City of Tampa - Tampa, Florida - Concrete Modifications \$2K
Youth & Teen Center, Millington, Tennessee - Interior Repair and Paint - \$64K
South Side Main Spot Repair, Millington, Tennessee - Repair to Sewer and Water Lines - \$213K
Replace Sanitation Sewer Lines, Millington, Tennessee - Sewer Project - \$662K
City of Sunrise - Sawgrass WTP, Sunrise, Florida - Renovation of Water Treatment Plant - \$5.6M
City of Sunrise - Sawgrass Rerate Project, Sunrise, Florida - \$2.3M
Lithia Hydrogen Sulfide Removal Facility, Veolia Water NA - Lithia, FL. - Plant Expansion- \$37M
The Facility Modification Work Project, Veolia Water NA - Tampa, FL. - Plant Expansion - \$126M

Differentiators

- In business since 2009
- 8(a) Certification (in progress)
- 25 years of industry experience
- General Contractors License
- Fully licensed and insured
- Hillsborough County Supplier Diversity
- Hillsborough County Public Schools
- City of Tampa | SBE
- Tampa Housing Authority
- Extensive federal subcontracting experience
- Bonding capacity | \$750k per single and \$1.5M aggregate
- Minority-Woman Owned
 - State of Florida
 - City of Tampa
 - Hillsborough County

Capability Statement

CAGE Code

8SEP3

DUNS Number

004899442

Contact Information

Angel Wood-Mark
phinazeeconsulting.com
pccsi@phinazeeconsulting.com

Address / Phone

3433 Lithia Pinecrest Rd
Suite 339
Valrico, FL 33596
(813) 381-3317

NAICS Codes

236220

Building Construction

237110

Water and Sewer Line Construction

Core Competencies

General Contracting

- Construction Management
- Commercial, Federal, & Industrial Construction
- Division 10: Specialties Systems
- Division 13: Specialty Construction
- Shell Buildings
- Pre-Engineered Metal Buildings





Phinazee Construction & Consulting Services, Inc.

PCCSI COMPANY RESUME

HISTORY

Phinazee Construction and Consulting Services, Inc. was established in 2009 as a General Contractor located in Tampa, Florida, and Palm Beach County that specializes in building construction and construction management. Phinazee offers clients over 21 years of experienced Construction Project Management that includes leading and managing construction for facilities, commercial, industrial, and federal construction projects.

The General Contracting services provided include bidding, scheduling, subcontracting, purchasing, coordinating, managing, and executing construction from conception through close-out. The Consulting includes teaching and training office and field personnel on the job to successfully execute construction projects of all varieties of sizes and types. Phinazee's range of projects typically consist of construction trades that include, but are not limited to the following: Structural elements, Civil, Architectural, HVAC systems, plumbing, gas, site utilities, mechanical, chemical systems, electrical and instrumentation.

EXPERTISE

Phinazee is well versed in the execution of commercial, industrial and government contract administration which includes such facets as: responding to RFP's, cost estimating, bidding, equipment/material procurement, delivery tracking, scheduling, submitting and processing Owner, Engineer and Subcontractor/Vendor payments and the submission of all deliverables. Most importantly, these functions are utilized in assessing and addressing risk management throughout construction while remaining within the project time frame for completion and budgeted costs, as both a General Contractor and Consultant. Phinazee has experience working with such entities as NAVFAC, USDA, Tampa Bay Water, Hillsborough County, City of Tampa, and Veolia Water North America.

As a Consultant, Phinazee serves to train companies to manage and maneuver intricate construction contracts for commercial, industrial and federal agencies and develop and navigate construction operations. (i.e. develop cost estimates, proposals, accounting, bonding, legal services, subcontractor change orders, safety, quality, budgets, direct costs, schedules, daily reports, permits, time sheets, payroll, account receivable, account payable, issue guarantees, warranties, and close-out documents).

With our exceptional leadership, analytical skills, resources for finding solutions to unforeseen conditions and offering input for value engineering, Phinazee has maintained a strong, lasting relationship with clients within the industry.

COMPANY ACHIEVEMENTS

Phinazee was recognized as a "Who's Who" of new upcoming General Contractors in 2012.

PROJECT WORK HISTORY

New Tampa Recreation Center Addition- Tampa, FL -- Parks & Recreation- \$2M
Eastridge & Poinsettia Pump Station Rehabilitation- Tampa, FL- CoT Stormwater Dept- \$1.5M
Palm Beach County WTP # 3 and # 8 Rehab & Improvements- Palm Beach Utility Dept- \$800k
HC Flatwork Project(s)- Aprons, Sidewalk Curb and Gutter- Hillsborough County Utility Dept.- \$158k
Angus Goss Park, City of Tampa- Tampa Florida -- Parks & Recreation \$150K
San Carlos San Jose Park, City of Tampa- Tampa, Florida -- Parks and Recreation \$105K
Royal Touch Salon, Brandon, Florida -- Commercial Interior/Exterior Renovation \$110K
McKay Bay Energy Complex, City of Tampa- Tampa, Florida -- Industrial and Miscellaneous Renovations \$100K
University PS, City of Tampa- Tampa, Florida -- Concrete Modifications \$2K
Youth & Teen Center, Millington, Tennessee -- Interior Repair and Paint - \$64K
South Side Main Spot Repair, Millington, Tennessee -- Repair to Sewer and Water Lines - \$213K
Replace Sanitation Sewer Lines, Millington, Tennessee, - Sewer Project - \$662K
City of Sunrise- Sawgrass WTP, Sunrise, Florida - Renovation of Water Treatment Plant - \$5.6M
City of Sunrise- Sawgrass Rerate Project, Sunrise, Florida - \$2. 3M
Lithia Hydrogen Sulfide Removal Facility, Veolia Water NA- Lithia, FL; - Plant Expansion- \$37M
The Facility Modification Work Project, Veolia Water NA- Tampa, FL, - Plant Expansion - \$126M

Angel Wood-Mark

3433 Lithia Pinecrest Rd., Suite 339 ~ Valrico, FL 33596

Phone: (505) 620-6152

awm@phinazeeconsulting.com

QUALIFICATIONS

Experienced Construction Project Manager with over 18 years experience leading and managing construction projects for commercial building including structural elements, architectural elements, HVAC systems, plumbing, natural gas, site utilities, mechanical systems, chemical systems, and process piping. Skilled in cost estimating, equipment procurement, delivery tracking, scheduling, payment application and invoice processing. Exceptional leadership and analytical skills with a knack for finding solutions to unforeseen construction difficulties; known for overcoming obstacles to maintain budgets and timelines. Excellent communication skills with ability to establish rapport with owners, engineers, subcontractors and inspectors. Demonstrates excellent follow-through from start to completion on every project.

Computer Skills: MS Office Suite (Word, Excel, Outlook), JD Edwards, Timberline, Prolog, Constructware & Primavera P6

CAREER ACHIEVEMENTS

Project Issue Resolution: Monitor progress of projects closely and intervene early to maintain project timelines. Work with vendors and subcontractors to overcome or work around issues in material or manpower shortages. Collaborate with owners and engineers to prioritize tasks in the event of inclement weather or other unforeseen conditions; increase manpower or materials in order to mitigate adverse effect on schedules and budgets.

Customer Relationships: Act as liaison between contractor, engineers, and owners. Manage relationship with owner and ensure cooperation; inform owner of all important events, issues, and potential problems.

Large Project Oversight: Manage large projects effectively; estimated, bid, procured and scheduled delivery of \$50M of equipment/material on time and within the project schedule and budget for the *Facility Modification Work* project.

Professional Recognition: Recipient of numerous awards and recognition:

"Shining Star Award for Inspiring Others," 2008, from *AJ & Associates of Florida*

"Excellence in Construction Award," 2003, as a team member of *Clark Construction*

"Certificate of Appreciation," 2002, from *Florida A&M*

"Letter of Appreciation," 2001, from *Hillsborough City Public School System* for positive community impact

PROFESSIONAL EXPERIENCE

Project Management

- Oversee projects from pre-construction through closeout.
- Manage all business accounts for construction, accounting, bonding, and legal services.
- Analyze project documents and blueprints for discrepancies and cost escalation items; assess scope of work, schedule required resources, order long lead items and determine project objectives, schedules, and procedures.
- Develop cost estimates and proposals; qualify, write, issue and approve vendor and subcontractor change orders, adjust required budgets, secure funds and incorporate them into the invoices/pay applications.
- Identify, supervise and direct work and progress of subcontractors and trades; control project safety, quality, budgets, direct costs and schedules.
- Manage onsite support staff, documentation, daily reports and support regarding plans, permits, and budget
- Direct employees and submit time sheets / payroll for employees and subcontractors; managed and processed invoices/payment applications for vendors and subcontractors (used JD Edwards software).
- Issue guarantees, warranties, and instructions, and assist with administrative/financial close-outs.

Project Engineering

- Coordinate of all technical activities on assigned projects.
- Plan, schedule, conduct, and coordinate assigned engineering work; assist in the preparation of engineering project proposals.
- Monitor work for compliance to applicable codes, accepted engineering practices, and company standards;
- Ensure requirements of the contract are being satisfied and personnel are coordinating their activities.
- Create project engineering schedules and forecasts; coordinate engineering deliverables; monitor budget.
- Maintain extensive regular contact with owner; submit monthly project status reports and change orders; resolve client/engineering and management project issues.

WORK HISTORY

<i>Sr. Project Manager</i> , Phinazee Construction & Consulting Services, Inc.	May 2016 - Current
<i>Sr. Project Manager</i> , W&W Construction Co, LLC	May 2011- May 2016
<i>Project Manager</i> , Veolia Water North America	Sept. 2008-May 2011
<i>Project Manager</i> , LT WOOD CONSTRUCTION, INC., Bosque Farms, NM	Sept 2005-Aug 2007
<i>Project Manager</i> , CARDINAL CONTRACTORS, INC., Sarasota, FL	May 2003-Sep2005
<i>Project Engineer</i> , CLARK CONSTRUCTION GROUP, INC., Tampa, FL	May 2000-May 2003

AFFILIATIONS / MEMBERSHIPS

Cambridge Who's Who of Executives and Professionals, Lifetime Member (as President of *Phinazee Consulting Services, Inc.*)

Chamber of Commerce of Valencia County, New Mexico, Member

National Republican Congressional Committee, awarded "National Leadership Award," 2007
NABWIC Member 2017

EDUCATION AND LICENSING

UNIVERSITY OF FLORIDA, Gainesville, FL	30 Hour OSHA Certificate 2000
<i>Bachelor of Science in Building Construction</i>	10 Hour OSHA Certificate 2009
<i>FL General Contractor License- CGC # 1521793</i>	
<i>Plumbing License, State of New Mexico, Classification MM01</i>	

FUNCTIONAL / PROJECT WORK HISTORY

San Carlos San Jose Park, Tampa, Florida – Built Park for City \$105K
 Royal Touch Salon, Brandon, Florida – Interior/Exterior Renovation \$110K
 McKay Bay North Chute, Tampa, Florida – North Chute Permanent Fix \$16K
 McKay Bay South Chute, Tampa, Florida – South Chute Repair \$75K
 McKay Bay North Chute, Tampa, Florida – North Chute Temporary Repair \$9K
 University PS, Tampa, Florida – Concrete Modifications \$2K
 Youth & Teen Center, Millington, Tennessee – Interior Repair and Paint - \$64K
 South Side Main Spot Repair, Millington, Tennessee – Repair to Sewer Lines - \$213K
 Replace Sanitation Sewer Lines, Millington, Tennessee, - Sewer Project - \$662K
 City of Sunrise- Sawgrass WTP, Tampa, Florida - Renovation of Water Treatment Plant - \$5.6M
 City of Sunrise- Sawgrass Rerate Project, Tampa, Florida - \$2.3M
 Lithia Hydrogen Sulfide Removal Facility, Lithia, FL, *Construction Manager*- Plant Expansion- \$37M
 The Facility Modification Work Project, Valrico, FL, *Project Support Engineer* – Plant Expansion - \$126M
 Woodland Estates Subdivisions, Los Lunas, NM, *Project Manager* - Development/Infrastructure - \$2.2M
 Southwest WTP- Coarse and Fine Screens, St. Petersburg, FL, *Project Manager* - Plant Expansion - \$25M
 Odor Control Systems, St. Petersburg, FL, *Project Manager* – New Construction - \$11M

Northeast Water Reclamation Facility, St. Petersburg, FL, *Project Manager* - Expansion - \$8M
Northeast Water Storage Tank, St. Petersburg, FL, *Project Manager* - New Construction - \$5M
Okeechobee Water Treatment Plant, Okeechobee, FL, *Project Manager* - Expansion & New - \$15M
Venice Gardens Water Treatment Plant, Venice, FL, *Project Manager* - Expansion & New - \$9M
Florida City Water Treatment Plant, Florida City, FL, *Project Manager* - Rehabilitation & New - \$6M
Tampa Bay Surface Water Treatment Plant, Tampa, FL, *Project Engineer* - New Construction - \$75M
Tampa Bay Groundwater Treatment Plant, Tampa, FL, *Project Engineer* - New Construction - \$36M
Idlewild Baptist Church, Tampa, FL, *Project Engineer* - New Construction - \$57M
Fort Jackson Training Barracks, Charleston, NC, *Project Engineer* - New Construction/Expansion - \$45M



RICHARD C. BARNES

Tampa, FL 33647 | 740.590.7794 | rcb1954yh@yahoo.com | [in/richard-barnes-369b5010/](https://www.linkedin.com/in/richard-barnes-369b5010/)

ADVANCED EXECUTIVE LEADERSHIP MENTORING | BUSINESS TRANSFORMATION | TOTAL QUALITY MANAGEMENT

Accomplished and respected international business leader with an extensive track record of success delivering both impactful and transformational changes and realize exponential growth in leadership, operations, quality, and financial success. Sought out for international relationships and experience working with organizations in Europe, the Middle East, Asia, the Caribbean, and South America. Partners with stakeholders across organizations, fostering an environment of synergy, drive, continuous improvement, and building unified approaches to achieve shared goals. Business innovator and exceptional problem-solver; able to develop solutions to deeply complex operational and project challenges through innovative solutions thinking. Delivers more than expected and the highest quality, every time. Excels at building, training, and optimizing the performance of teams of all sizes. Ability to identify top talent within leadership and cultivate their professional development, consistent excellence, and deliver positive brand confidence.

Brands have included: Bechtel, Fluor Daniel Corporation, Hatch and more!

CORE PROFICIENCIES

Executive Leadership | Strategic Planning & Analysis | Profit & Loss Management | Change Management
Operations | Budgeting & Cost Control | Quality Management Systems | Team Empowerment
Lean Manufacturing | Complex Problem-Solving | Process Optimization | Training & Development
Risk Identification & Mitigation | Continuous Improvement | Cross-Functional Collaboration
Strategic Planning | Emotional Intelligence | International Business Transformation

ACCOMPLISHMENTS

- **Leadership Mentoring:** Regularly sought out to provide effective business, people, process, and technical problem-solving expertise as well as leadership level mentoring and coaching for high-net-worth individuals. Escalante
- **Project Management:** Worked on multiple projects internationally, providing technical expertise in steel fabrication, erectors, P3, strategic planning, and auditing activities for large infrastructure projects.
- **Pueblo Viejo Mine:** Improved shop fabrication and steel erection capabilities to deliver \$3.7 Billion in construction costs and 11,000 jobs, 21 million consecutive construction manhours. Enabled consistent level of performance consistent with USA standards and ISO 9001 as well as AISC Steel Certification requirements. This is the largest gold producing mine in South America. Through these processes not a single lost time incident during the project which lasted three years, started 8 weeks behind schedule and finished six weeks early.
- **Generating Station:** Assisted this organization in bringing entire facility become operational and back online with in 10 days and a cost of \$200K for a temporary solution to a chimney repair. The original Estimate was estimated to be \$3 Billion. The chimney was eventually repaired to its original condition, at a fraction of the cost and time that would have been incurred with a total replacement of the structure.

PROFESSIONAL BACKGROUND

BUSINESS CONSULTANT - OWNER & PRESIDENT | BCIT LLC, Tampa, FL

2017 | Present

Offer a wide range of services for international and domestic steel fabrication and steel erection clients to drive business transformations related to Facilities & Equipment, Operations, Finances, Personnel, and more. *Companies ranged from small business to some of the largest companies in the world with budgets just as diverse.*

- Leverage expertise to complete intensive quality audits, develop/implement best-in-class Quality Management Systems (QMS), and work with Executive teams to make impactful and transformational business growth impacts.

- Acted as evaluator to audit organizations to determine ability to be certified for various industry programs all over the world for steel fabrication and steel erection. Performed approximately 400 audits annually.
- Performed international site visits to ensure quality resources and vendors. Evaluated quality challenges were discovered such as structural or quality defects while working toward safe and efficient resolutions.

PROJECT COORDINATOR | Ohio University, Athens, OH

2015 | 2017

Played a key role in coordinating the university's evolving construction project portfolio, being integrally involved in all phases of each project, from initial design through to completion of all deliverables. Additionally, integrally involved in updating organizational design and construction standards, as well as vetting and choosing project contractors.

- Accepted accountability for ensuring projects were executed in accordance with established guidelines and timelines, while achieving strict quality standards.
- Ensured the latest and best construction designs, techniques, and products were utilized to produce highest quality deliverables and meet high expectations.
- Executed daily inspections on multiple projects to assess progress vs. schedules and crafted/presented regular reports highlighting project status, changes, budgeting, etc.
- Reviewed all vendor invoicing to approve payments or request further information needed for approval.
- Tracked and controlled expenses to bring each project in under or at budget.

DIRECTOR OF OPS – TRANSPORTATION & INFRASTRUCTURE | Bureau VERITAS North America (BVNA)

2013 | 2015

Assumed full ownership of profit & loss and operations for the Transportation & Infrastructure group, while maximizing return on investment. Budget: \$12M, Staff: 110

- Recruited, trained, and optimized the performance of a 100+ member national team comprised of Project Managers, Engineers, and Inspectors operating out of four regional offices.
 - Team members delivered Quality Assurance services for 37 different state Department of Transportations (DOT), steel fabricators, and engineering companies to ensure structures were fabricated and erected in accordance with exacting engineering specifications.
- Established operational policies & procedures and focused on driving continuous improvement across all areas.
- Continually analyzed finances and quickly introduced solutions to sustain high bottom-line results.
- Partnered with members of the Executive team to forecast demand and create short and long-term strategic business plans to support continued growth.
- Increased productivity through optimizing professional resources and processes and replacing ineffective staff who were ultimately replaced by top talent.

QUALITY SYSTEMS SPECIALIST | ATEMA, Inc./DOTQS

2009 | 2012

Contracted out to serve as a Quality Systems Specialist creating dynamic QMS and Project Management Systems for steel fabrication plants and steel erection companies both domestic and internationally.

- Consulted with Executive teams on developing solutions to resolve key organizational issues and assisted with establishing Key Performance Indicators (KPI) to track/assess operational effectiveness.
- Made expert recommendations for changes and led Lean Manufacturing, 5S, and other initiatives to drive continuous improvement.
- Devised new training programs to promote greater professional leadership development and train employees on supply chain, safety, and quality best practices/standards.
- Instrumental in the success of multiple large-scale, international projects, managing teams of subcontractors and training company's workforces on US standards for both safety and quality.

BUSINESS TRANSFORMATION CONSULTANT | Independent Contractor

2005 | 2008

Offered a wide range of services for international and domestic steel fabrication and steel erection clients to drive business transformations related to Facilities & Equipment, Operations, Finances, Personnel, and more.

- Leveraged expertise to complete intensive quality audits, develop/implement best-in-class Quality Management Systems (QMS), and work with Executive teams to make impactful changes to enhance business performance.

2004 | 2008

REGIONAL VICE PRESIDENT | Comtech Construction Systems

Brought onboard as a major shareholder in a senior leadership role accepting full responsibility for regional profit & loss, sales, facility operations, marketing, financial analysis and forecasting, project management, and other key functions for a leading company delivering project management, engineering, and technology consulting services to support full lifecycle building and facility projects. Budget: \$8M, Staff: 40

- Designed new concepts for structurally supporting antennas on towers, water tanks, and rooftops for telecommunications clients in locations across the US.
- Spearheaded project designs for jobs and coordinated construction workflow for eight five-member traveling field crews.
- Developed project scope, closely tracked budgets and schedules, selected subcontractors and consultants, reviewed and approved change orders, and acted as chief liaison with project stakeholders.

Additional experience includes roles such as:

Chief Executive Officer (CEO) - Alameda, Inc.

Drafting & Graphics Manager - Pittsburgh Des Moines Steel

Structural Design Engineer - Pittsburgh Des Moines Steel

EDUCATION

Master of Business Administration Degree, Drake University

Bachelor of Science Degree - Civil Engineering, Iowa State University

Cooperative Education Program Degree - Civil Engineering, Iowa State University

Jonathan Quatra

455 Alt 19 S Apt 144, Palm Harbor, FL
570-468-4009 email- jjq5005@gmail.com

EDUCATION: B.S. Geoscience 2013

B.A. History 2013

The Pennsylvania State University, University Park, PA

EXPERIENCE:

Project Manager / Staff Engineer -October 2014- Present
Leighton Group, Irvine CA

- Staff Engineer on Residential, Commercial, Transportation, DSA (School) Projects
- Assistant Structural Materials Representative (ASMR) on Caltrans Projects and Lead Quality Assurance (QA) Source Inspector
- Communicated with superintendent, Architects, and Project Engineers on all phases of project construction
- Tracked RFI's and CCD's, and addendums to plans and project specifications
- Oversight of materials testing and special inspection of commercial and residential projects
- Verified permits over governing jurisdiction for multiple projects
- Worked with Project Engineers to resolve constructability issues
Assisted in mobilization of field personnel
- Managed field and lab personnel and kept track of certifications
- Assisted project managers on managing budgets
- Reviewed contractor submittals in accordance with project specifications and approved plans. Recommended approval or resubmittal of concrete mix designs and welding procedures
- Performed special inspections on various projects
- Scheduled field personnel
- Attended pre-bid and preconstruction meetings
- Prepared proposals for materials testing and special inspection services
- Prepared proposals for geotechnical inspections
- Reviewed and signed field and laboratory reports and prepared closeout documents for projects

Skills/Certifications:

- ACI Concrete Grade 1 Field Technician
- Strong problem analysis skills and the ability to develop alternative strategies
- Proficient in computer applications including MS Office
- Competency in Procore
- Strong Verbal, written communication and time management
- Ability to meet deadlines
- Basic Spanish communication skills



Julia A. Mathis
4307 Buckhorn Groves Ct.
Valrico, FL 3596
813-681-5947

OBJECTIVE: To obtain a position that will utilize my leadership, communication and organization skills and to show that I am able to grasp the task at hand and to be self sufficient. To be an asset to a company that I can contribute my abilities to and add to their growth and further my career with.

11/23/2015 to Present

Brandon Surgery Center
711 S. Parsons Ave
Brandon, FL 33511
813-654-7771

**Position: Business Office Specialist/Medical
Records Coordinator**

- Answer Phones
- Assist with Check in procedures
- Perform office opening and closing procedures
- Co-pay/co-insurance collection
- Knowledge of Advantix Software
- Prepare Medical Records for legal and non-legal request
- Responsible for completion of charts for billing and scanning process
- Responsible for ordering, receiving and preparing charts for storage
- Responsible for creating and maintaining spreadsheets for various reports

**1/05/2015 to
9/17/2015**

Florida Neurology Clinic
500 Vanderburg Dr., Suite
314W Brandon, FL 33511
813-654-7030

Position: Front Office

- Answer Phones
- Scheduling
- Verify Insurance
- Check in and check out
- Performing office opening and closing procedures
- Co-pay/co-insurance collection
- Knowledge of Aprima Software



11/19-2013 to
12/19/2014

Valrico Brandon Medical Group
2237 Lithia Center Lane
Valrico, Fl. 33596
813-662-1023

Position: Front Office

- Answer Phones
- Scheduling
- Verify Insurance
- Check in and check out
- Performing office opening and closing procedures
- Co-pay/co-insurance collection
- Knowledge of Intergy Software

1/7/2013 to 6/7/2013

Buckhorn Elementary School

Position: Paraprofessional- ESE Attendant

- Aide in First Grade Autistic Classroom

1/2007 to 5/2008

Brandon Pain Clinic
722 Bowing Oak Dr
Brandon, Fl 33511
813-684-7246

Position: Office Clerk/Referral Coordinator

- Greeting patients/Answering Phones
- Verify and obtain insurance authorization
- Maintaining current demographic and insurance information in the computer and in the chart /Filing
- Co-pay/co-insurance collection
- Petty cash balancing
- Performing office opening and closing procedures
- Medical records/ Copying notes to other Dr.'s offices
- Performing check-in and check-out procedures/ Scheduling
- Ordering of pump medications for all pump patients, responsible for making sure all the orders are correct
- Medical Assistant, taking vitals
- Knowledge of Lytec System and MD dictate
- Assisting patients as needed



PREVIOUS WORK RESPONSIBILITIES:

- Auditing, payroll, accounts receivables and payables, preparation of bank deposits, reconciliation of bank statements, controlling and receiving of inventory, handling of cash, customer service, answering phones, journal and ledger entries, personal income tax and sales tax preparations, collections and typing

EDUCATION:

Lake Worth High School, Lake Worth, FL, High School Diploma

Orlando College, Orlando, FL

H & R Block Training, Tampa, FL

Substitute Teacher Training, Tampa, FL

South West Florida College, Tampa, FL (2008–2009) Dual Major in Medical Assisting and Medical Billing & Coding

COMPUTER SKILLS:

E-mail, Internet Research, Word Perfect, Word Processing Microsoft Works, Excel, Lotus, QuickBooks, Microsoft Office

*References available upon request

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

OCC. CODE

090.010000 GENERAL CONTRACTOR

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO
36540
RENEWAL

1 Employees

Receipt Fee

18.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

CGC1525127

BUSINESS ANGEL R WOOD-MARK
1812 S VALRICO RD
VALRICO, FL 33596

2021 - 2022

NAME ANGEL R WOOD-MARK
1812 S VALRICO RD
MAILING VALRICO, FL 33596
ADDRESS

Paid 20-844-004016

07/14/2021 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-636-6200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO.
225683
RENEWAL

OCC. CODE

280.052005 CONSTRUCTION CONSULTANTS
280.053000 FENCE ERECTOR

1	Employees	Receipt Fee	44.00
1	Employees	Hazardous Waste Surcharge	0.00
		Law Library Fee	0.00

BUSINESS PHINAZEE CONSTRUCTION &
CONSULTING SERVICES, INC.
1812 S VALRICO RD
VALRICO, FL 33596

2021 - 2022

PHINAZEE CONSTRUCTION & CONSULTING SERVICES, INC.

NAME 1812 S VALRICO RD
MAILING VALRICO, FL 33596
ADDRESS

Paid 20-644-004016
07/14/2021 44.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR
813-635-6200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

Phinazee Construction & Consulting Services, Inc.

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

Contractor - General Class A, Project Management Services

The certification is valid from June 27, 2022 to June 27, 2024

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager
Minority and Small Business Manager



**Board of County Commissioners
Economic Development Department
Minority and Disadvantaged Business Development**

Minority/Woman Business Certification

Phinazee Construction & Consulting Services, Inc.

HC-2348/22

Valid from January 20, 2022 - April 17, 2024

Approved Lines of Business:

Program/Project Management, Project Management Consultant, Contractor - General Class A

A handwritten signature in black ink, appearing to read "Theresa Kempa".

Theresa Kempa
Minority and Disadvantaged Business Manager
Economic Development Department



Hillsborough
County Florida

**Board of County Commissioners
Economic Development Department
Minority and Disadvantaged Business Development**

Small Business Registration

Phinazee Construction & Consulting Services, Inc.

HC-1216/22

Valid from January 20, 2022 - April 17, 2024

Approved Lines of Business:

Program/Project Management, Project Management Consultant, Contractor - General Class A

A handwritten signature in black ink, appearing to read "Theresa Kempa".

Theresa Kempa
Minority and Disadvantaged Business Manager
Economic Development Department



Hillsborough County
PUBLIC SCHOOLS
Preparing Students for Life

Office of Supplier Diversity

Certificate of Registration

Phinazee Construction & Consulting Services

Is registered with Hillsborough County Public Schools Office of Supplier Diversity as a **SBE/W/MBE**

Registration Expiration: **06/27/2024**

Eric J. Graham

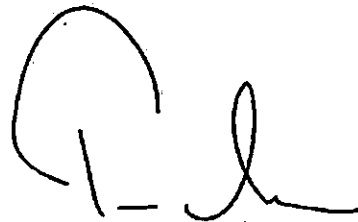
Eric J. Graham
Supplier Diversity Officer

State of Florida

Woman & Minority Business Certification

Phinazee Construction & Consulting Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/10/2022 to 03/10/2024



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

NON-COLLUSIVE AFFIDAVIT**35-22-02**State of Florida
County of Hillsborough

Angel Wood-Mark, being first duly sworn, deposes and says that he/she is
President of Phinazee Construction & Consulting Services, Inc., the party making the fore-going submittal of qualifications or bid that such
 submittal
 (partner or officer of the Firm, etc)

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

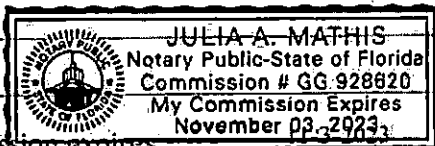
Angel Wood-Mark
 Office

Phinazee Construction & Consulting Services, Inc. (Company Name)

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 12th day of May, 2022
 by
Angel Wood-Mark / President (name and title of corporate officer)
 of Phinazee Construction & Consulting Services, Inc. (Name of Corporation),
 a Florida (state or place of incorporation) corporation, on behalf of the
 corporation. He/she is personally known to me or has produced _____ (Identification type)
 as identification.

Julia A. Mathis (Signature line for notary public)



(Name of notary type, printed or stamped)

(Title or rank)

My commission expires _____
 Serial number, if any _____

RFQ 35-22-02

Construction Management Services- Hercules Park

Business References (For Similar Program/Projects)

(Max 10 references and 3 pages)

SAMPLE COPY

1. Company Name City of Tampa
 Project Title Eastridge & Poinsettia Pump Station Rehab Project Location 804 109th Ave. Tampa, FL
 Project Description Installation of new pumps, electrical & Instrumental Controls to new wet well.
 Project Start: 4-2-2019 Project Completion Date 9-23-2020
 Owner Name City of Tampa
 Owner Address 3808 E. 26th Ave., Tampa FL 33605
 Phone Number and Email 813-635-3402 michael.okeefe@tampagov.net
 Project Amount \$1,890,000
 Services completed in Budget? Yes ☒ No ☐ Why? _____
 Services completed on time? Yes ☒ No ☐ Why? _____
2. Company Name City of Tampa
 Project Title New Tampa Recreation Center Addition Project Location
 Project Description Construction of a 7400 Square foot addition to existing recreation building
 Project Start: 3-11-2019 Project Completion Date 1-5-2020
 Owner Name City of Tampa
 Owner Address 3808 E. 26th Ave., Tampa, FL 33605
 Phone Number and Email 813-635-6375 kelly.carpenter@tampagov.net
 Project Amount \$2,390,000
 Services completed in Budget? Yes ☒ No ☐ Why? _____
 Services completed on time? Yes ☐ No ☐ Why? _____
3. Company Name Veolia Water NA
 Project Title Lithia Hydrogen Sulfide Removal Project Location Lithia, FL
 Project Description Water Treatment Plant Improvement
 Project Start: Project Completion Date
 Owner Name Hillsborough County/ Tampa Bay Water
 Owner Address
 Phone Number and Email 813-385-1438 toptierbuildersllc@gmail.com
 Project Amount \$33M
 Services completed in Budget? Yes ☒ No ☐ Why? _____
 Services completed on time? Yes ☒ No ☐ Why? _____
4. Company Name Veolia Water NA
 Project Title TBW Facility Modification Project Location
 Project Description Water treatment Plant Upgrade
 Project Start: Project Completion Date
 Owner Name Tampa Bay Water? / VWNA
 Owner Address
 Phone Number and Email 727-744-8820 dbowman.bill@gmail.com
 Project Amount \$65M
 Services completed in Budget? Yes ☒ No ☐ Why? _____
 Services completed on time? Yes ☒ No ☐ Why? _____

Errors or Omissions
RFP 35-22-02

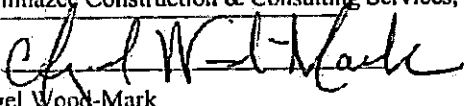
Upon review of this Request for Qualification documents are you aware of any apparent errors or omissions?

☐ YES

☒ NO

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

Company/Firm: Phinazee Construction & Consulting Services, Inc

Authorized Signature: 

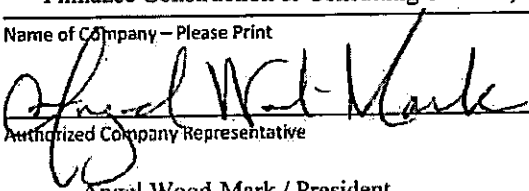
Title: Angel Wood-Mark

Date: 5-12-2022

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**
35-22-02

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

Firm: Phinazee Construction & Consulting Services, Inc.
Name of Company - Please Print

Signature: 
Authorized Company Representative

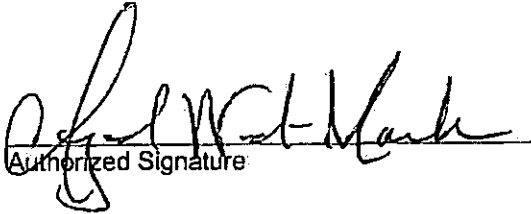
Name/Title: Angel Wood-Mark / President

Address: 3433 Lithia Pinecrest Rd., Ste 339
Valrico, FL 33596

Date: 5-12-2022

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-22-02 Construction Management Services-Hercules Park.



Authorized Signature

5-12-2022

Date

Angel Wood-Mark

Printed Name

Phinazee Construction & Consulting Services, Inc.

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
12th day of May A.D. 2022

(Seal)

By:

Title:

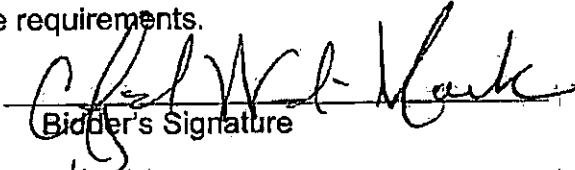
President

DRUG-FREE WORKPLACE FORM **35-22-02 - CMS**

The undersigned vendor, in accordance with Florida Statute 287.087, hereby
 certifies that Phinazee Construction & Consulting Services, Inc. does:
 (Name of Business)

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

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


 Bidder's Signature

5-12-2022

Date

CITY ATTORNEY'S REPORT 7.1

First Reading **ORDINANCE NO. 1437-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION FROM COUNTY INDUSTRIAL-LIGHT TO CITY IN (INDUSTRIAL), AND AMENDING THE ZONING FROM COUNTY L1 TO CITY LI (LIGHT INDUSTRIAL), FOR PARCEL 18-26-21-0010-01100-0000; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

Issue:

Request for SIMULTANEOUS REVIEW of applications to annex, amend the comprehensive plan (small-scale future land use map amendment) and rezone submitted by Heyl Truck Lines, Inc. for approximately 5.0 acres of real property generally located at 4909 Kitty Hawk Drive, Zephyrhills

Background:

The Subject Property is located within the jurisdictional boundaries of Pasco County but is contiguous to the City's boundaries, abutting properties located within the city directly to the south and west. Said property is the subject of an annexation; small-scale future land use map amendment, proposing to change the FLU classification from Pasco County Industrial Light to City IN - Industrial; and a zoning amendment, changing from County AC to City LI - Light Industrial

Attachment(s):

1. Ordinance 1437-22 Heyl Investments II, LLC FLU and Rezoning
2. ANX-0008-22_Staff Report
3. Final Justification Report _ Heyl Trucking Lines
4. Kittyhawk Drive _ 2021 aerial
5. ANX-0008-22_Zoning Map
6. ANX-0008-22_FLU Map

Fiscal Impact:

n/a.

Staff Recommendation:

staff and the Planning Commission Recommend approval.

ORDINANCE NO. 1437-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION FROM COUNTY INDUSTRIAL-LIGHT TO CITY IN (INDUSTRIAL), AND AMENDING THE ZONING FROM COUNTY L1 TO CITY LI (LIGHT INDUSTRIAL), FOR PARCEL 18-26-21-0010-01100-0000; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon written consent of the land owners, together with the approval of the City Council for said Future Land Use Map amendment duly expressed by Ordinance; and

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

WHEREAS, due public notice of hearing on the proposed rezoning was given by the City Council on June 2, 2022, as required by the Zephyrhills Land Development Code, as amended, and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold public hearing on the 19th day of May, 2022 to consider said proposed Future Land Use Map amendment and rezoning; and

WHEREAS, the Future Land Use Map amendment meets the criteria of a small scale map amendment pursuant to Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the IN (Industrial) Future Land Use classification would be appropriate and consistent with the city's Comprehensive Plan; and

WHEREAS, the City Council has determined that the LI (Light-Industrial) Zoning designation would be appropriate, is consistent with the IN Future Land Use classification, and would promote the general welfare and encourage proper development within the city.

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

Section 1: The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2: The following lands, lying and being situated in Pasco County, Florida to-wit:

Parcel/Tax ID No.: 18-26-21-0010-01100-0000

Physical Address: 4904 Kittyhawk Drive

Legal Description:

Tract 11, Section 18, Township 26 South, Range 22 East, ZEPHYRHILLS COLONY COMPANY LANDS according to the plat thereof as recorded in Plat Book 1, Page 55, of the Public Records of Pasco County, Florida.

Acreage: 5.0 Acres (MOL)

the Future Land Use classification is hereby amended to City IN (Industrial) and the Zoning designation is hereby changed to City LI (Light Industrial) and included within the boundaries of the City of Zephyrhills, Florida

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

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

Section 5: This Ordinance shall become effective thirty-one (31) days after the adoption if no challenge is filed, as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1437-22 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of June, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance No. 1437-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of June, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance No. 1437-22 was approved by me this 27th day of June, 2022.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney



STAFF REPORT

To: Mayor Whitfield & Planning Commission
From: Audrey McGuire, *Historic Preservation Specialist/Community Planner*
Re: ANX-0008-22_4904 Kittyhawk Dr.

A. BACKGROUND & INFORMATION

Applications for SIMULTANEOUS REVIEW of applications to annex, amend the comprehensive plan (small-scale future land use map amendment) and rezone submitted by Heyl Truck Lines, Inc. for approximately 5.0 acres of real property generally located at 4904 Kittyhawk Drive, Zephyrhills.

The Subject Property is currently within the jurisdictional boundaries of Pasco County but is contiguous to the City's boundaries, abutting properties located within the city directly to the south and west. Said property is the subject of an annexation; small-scale future land use map amendment, propping to change the future land use classification from Pasco County Industrial-Light to City IN (Industrial); and a zoning amendment, changing from County L1 to City LI (Light Industrial).

APPLICANT: Heyl Truck Lines, Inc.

PROPERTY OWNER: Heyl Investments II, LLC

SUBJECT PROPERTY: 4904 Kitty Hawk Dr.

Parcel/Tax ID No 18-26-21-0010-01100-0000

Generally located on the east side of Kittyhawk Dr., west of Chancey Road and north of Free Fall Avenue.

ACREAGE: 5.0 acres MOL

CURRENT LAND USE: Vacant/Undeveloped

COUNTY FLU CLASS: Industrial - Light

COUNTY ZONING: L1 – Light Industrial Park

B. DATA & ANALYSIS

1. Character Analysis

The Subject Property is generally located on the east side of Kittyhawk Drive, west of Chancey Road and north of Freefall Avenue (please see Exhibit A). Land uses in the surrounding area are generally industrial and airport-related. The proposed future land use classification of IN (Industrial) and zoning designation of LI are consistent with uses in the area.

- a. WEST – Properties directly to the west of the Subject Property are within the jurisdictional boundaries of the City of Zephyrhills and have a Future Land Use Classification of City P/SP (Public/Semi-Public) and Zoning Designation of City AP1 (Airport).
- b. SOUTH – Properties directly to the south of the Subject Property are within the jurisdictional boundaries of the City of Zephyrhills and have a Future Land Use Classification of City IN (Industrial) and a Zoning Designation of City LI (Light Industrial).
- c. NORTH – Properties to the north of the Subject Property are within the jurisdictional boundaries of Pasco County, not the City, and have a Future Land Use Classification of County Industrial-Light and a Zoning Designation of AC.
- d. EAST – Properties to the east of the Subject Property are within the jurisdictional boundaries of Pasco County, not the City, and have a Future Land Use Classification of County Industrial-Light and a Zoning Designation of AC.

2. Compatibility Analysis

ANNEXATION

Chapter 171.043 and 171.044, FS outlines the character and procedure requirements for voluntary Annexation. The Subject Property's boundaries are contiguous to the city's boundary, the property is reasonably compact, it is not a part of another incorporated municipality, and the property will be used for urban purposes. The Subject property is located within the boundaries of the City/County JPA (Joint Planning Area) boundary and information has been sent to Pasco County for comment/review. To date, no comments have been provided.

FUTURE LAND USE MAP AMENDMENT (FLUMA)

The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 50 acres as of July 1, 2021) and does not require transmittal to the State Department of Economic Opportunity (DEO). The proposed FLUMA is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan, and the Land Development Code.

The subject property is generally located on the east side of Kittyhawk Drive, west of Chancey Road and north of Freefall Avenue (please see exhibit A). Land uses in the surrounding area are generally industrial and airport-related, as follows:

- a. NORTH – Properties along the norther boundary of the Subject Property are within the jurisdictional boundaries of Pasco County and have a FLU classification of Pasco County Industrial-Light, and contains vacant/undeveloped lands utilized for agricultural purposes.
- b. SOUTH – Properties along the southern boundary of the Subject Property are within the municipal boundaries of the City of Zephyrhills and have a FLU classification of City IN (Industrial) and contains developed industrial uses.
- c. EAST – Properties along the eastern boundary of the Subject Property are within the jurisdictional boundaries of Pasco County and have a FLU classification of Pasco County Industrial-Light, and contains vacant/undeveloped lands utilized for agricultural purposes.
- d. WEST – Properties along the western boundary of the Subject Property are within the municipal boundaries of the City of Zephyrhills and have a FLU classification of City P/SP (Public/Semi-Public) and contains lands within the Zephyrhills Municipal Airport.

Applicants are requesting to change the FLU classification of the Subject Property from Pasco County Industrial-Light to City IN (Industrial). The proposed change is consistent with the goals, objectives and

policies of the City of Zephyrhills 2025 Comprehensive Plan; and is consistent with the land use trends of the surrounding area.

As provided in Chapter 163, FS, small-scale amendments require one public hearing before City Council and are not subject to review by the Florida Department of Economic Opportunity (DEO) unless challenged by an affected party within 30 days of the adoption hearing. If not challenged, the amendment is effective 31 days after the adoption.

REZONING

Applicants are requesting to change the zoning designation of the Subject Parcel from Pasco County L1 to City LI (Light Industrial) to expand the existing Heyl Trucking business located to the south. The proposed zoning change is consistent with the City of Zephyrhills Comprehensive Plan and proposed FLU Classification of IN, the City of Zephyrhills Land Development Code and City Ordinances.

Additionally, the proposed zoning change is consistent with the development patterns and zoning designations in the surrounding area and will not create a “spot zone.” Surrounding zoning districts and uses are as follows:

- a. NORTH – Properties along the northern boundary of the Subject Property are zoned County AC and are currently vacant/undeveloped, but the Future Land Use Classification of Industrial-Light aligns with future industrial use of the property.
- b. SOUTH – Properties along the southern boundary of the Subject Property are zoned City LI (Light Industrial) and are developed for industrial uses.
- c. EAST – Properties along the eastern boundary of the Subject Property are zoned County AC and are currently vacant/undeveloped utilized for agricultural purposes, but the Future Land Use Classification aligns with future industrial use of the property.
- d. WEST – Properties along the western boundary of the Subject Property are zoned City AP1 (Airport) and are located within the Zephyrhills Municipal Airport.

The requested zoning change is not anticipated to create a situation of premature development based on the existing development patterns in the general vicinity and utility infrastructure available to the site.

3. Potential Impacts on Urban Services/Public Facilities

POTABLE WATER

Service is available to the site. No additional potable water service is anticipated to be necessitated by future development of the site. The subject property will be utilized for vehicle/semi-truck parking as an expansion of the existing Heyl Truck Lines business to the south.

WASTEWATER

Service is available to the site. No additional wastewater service is anticipated to be necessitated by future development of the site. The subject property will be utilized for vehicle/semi-truck parking as an expansion of the existing Heyl Truck Lines business to the south.

SANITATION

Service is available to the site. No additional sanitation service is anticipated to be necessitated by future development of the site. The subject property will be utilized for vehicle/semi-truck parking as an expansion of the existing Heyl Truck Lines business to the south.

ZEPHYRHILLS POLICE DEPARTMENT

The Zephyrhills Police Department will be responsible to address law enforcement activities at the site related to the proposed annexation. As subject property proposed for annexation is adjoining the current Hyle Trucking facility, negligible impact is anticipated.

PASCO COUNTY FIRE RESCUE

Current Fire Rescue Station #25 would cover the proposed project until the future station, planned by Pasco County, along Chancey Road is constructed. The additional coverage of the subject parcel is not anticipated to negatively impact Station 25.

SCHOOLS

Following annexation, the proposed zoning and future land use classifications are for light-industrial purposes which will not support residential uses. Therefore, there should be no impact to the school system.

TRANSPORTATION

The applicants have provided the anticipated number of trips for the proposed future development. The proposed future use of the subject property will generate approximately 420 daily trips, with 36 AM peak hour trips and 33 PM peak hour trips. Per the city's current standards, the project will be considered to have a de minimus impact.

4. Consistency with the Comprehensive Plan

The requested annexation, future land use map amendment, and rezoning appears to be consistent with the goals, objectives and policies of the City of Zephyrhills Comprehensive Plan. A review of the comprehensive plan has been conducted by the applicant and reviewed by city staff. Relevant goals, objectives and policies are identified below and a brief statement regarding consistency provided by the applicant and verified by staff has been provided. Others are provided in the applicant's justification report.

GOAL LU-1: To achieve an economically and diversified tax base that ensures: (a) that the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base; (b) that recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination and an airport community offering recreational and **industrial opportunities**; (c) that enjoyment of natural and man-made resources by citizens and visitors alike; and (d) that threat to health, safety and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.

- **RESPONSE:** *"Consistent with the above goals, the proposed development will bring additional [industrial] jobs and economic benefits to the City of Zephyrhills. The new facility will be surrounded by other similar facilities in the industrial area."*

OBJECTIVE LU-1-1: To encourage efficient development in areas which will have the capacity to contribute more to the city in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

- **RESPONSE:** *"The existing property functions as a recreational vehicle and boat storage site, and its modification to the expansion of the Heyl Trucking to the south will increase the tax service of the city."*

POLICY LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which: (a) regulation the subdivision of land; (b) regulate signage; (c) provide for drainage and stormwater management; (d) provide requirements for provision of open space, and safe and convenient on site traffic flow and parking requirements; (e) coordinate future land uses with soil conditions, topography and availability of facilities and services; (f) ensure that development orders and permits are issued only when it is documented that such a development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development; and (g) protect the limited amount of wetlands and other environmentally sensitive

- *RESPONSE: “The proposed development will be completely designed and permitted in accordance with the City of Zephyrhills Land Development Code. No construction will begin until all relevant permits have [been] applied for and obtained [from] the City of Zephyrhills and other applicable state and local authorities. The design being considered maintains existing vegetation where possible and follows the existing topography of the land to work with the existing surroundings. There are no wetlands or environmentally sensitive areas on the property.*

5. Consistency with the Land Development Code

ARTICLE V – Adequate Public Facilities

Future development of the subject property will be in accordance with the City of Zephyrhills Land Development Code. Part 5.01.00 of the LDC states:

- a. “No development activity may be approved unless it is found that the development is consistent with the city’s Comprehensive Plan and that the provision of certain public facilities will be available at the prescribed level of service concurrent with the impact of the development on those facilities.”
- b. “If a development proposal is found to meet all the requirements of [the LDC], it shall be presumed to be consistent with the Comprehensive Plan in all respects except for compliance with the concurrency requirements. City staff, public officials or any citizen may, however, question the consistency of a development proposal with the Comprehensive Plan. If a question of consistency is raised, the Site Plan Review Committee shall make a determination of consistency or inconsistency and support that determination with written findings.

6. Natural & Historic/Archaeological Resources

The following site characteristics are provided:

- a. FLOOD PLAIN – The subject property is located within Flood Zone “X” and is outside of the 100-year flood zone. There are not identified apparent flood-related threat to the subject property.
- b. WETLANDS | WATERBODIES – There are no wetlands or bodies of water located on the subject property.
- c. HISTORIC | ARCHAEOLOGICAL RESOURCES – The subject property is located outside of the Zephyrhills Historic District and there are no known historic or archaeological resources on site. If archaeological resources are found on site during development, notification should be made to the Florida Department of State, Division of Historical Resources and the city’s Historic Preservation Specialist.
- d. NATURAL RESOURCES – A protected species assessment was provided as part of the application. The subject does currently have a **gopher tortoise** located in the northeast corner of the property. Applicants will be required to work with and obtain permits from the Florida Fish and Wildlife

Conservation Commission (FWC) to either relocate the tortoise or implement FWC's protection measures to proceed on site. No other critical or suitable habitats or protected species were identified on the subject property as part of the assessment.

C. RECOMMENDATION

Staff recommends approval of the request for annexation, small-scale future land use map amendment and rezoning.

**Justification Report
Annexation/Future Land Use/Rezoning
4904 Kittyhawk Drive
Zephyrhills, Florida 33542**

**Prepared for:
James R. Truex, Inc.
15715 Serengeti Boulevard
Spring Hill, Florida 34610**

**March 30, 2022
Revised:**

**Prepared by:
Deuel & Associates, Inc.
565 S. Hercules Avenue
Clearwater, Florida 33767
Contact: Chris Chin, PE**

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ANALYSIS FOR COMPLIANCE

INTRODUCTION

On behalf of our client, James R. Truex and the current property owner, Alan Heyl (Heyl Trucking, Inc.), we are requesting the City of Zephyrhills accept this application for the annexation of one parcel into the city limits of the City of Zephyrhills, from unincorporated Pasco County.

The subject parcel is located at 4904 Kittyhawk Drive, Parcel Number 18-26-22-0010—01100-0000. The subject property is located approximately 0.40 miles west of Chauncey Road/CR 535. The following Justification Report has been prepared in order to present the existing zoning, future land use, concurrency, traffic, environment and all other information relevant to this proposal.

The purpose of the proposed annexation is to provide accommodation for the expansion of the Heyl Trucking facility to the south of the subject parcel. The subject parcel is surrounded on the west and south by parcels currently within the city limits of the City of Zephyrhills. The properties to the north and east are unincorporated at this time.

EXISTING CONDITIONS

The subject parcel is a 5.0-acre site, lies within Pasco County and is currently being used as a recreational vehicle (RV) and boat storage facility. Per the Pasco County Zoning Map, the lot is currently zoned as Light Industrial, and is listed as Light Industrial on the Pasco County Future Land Use Map (FLU).

The surrounding properties most of which lie within the City of Zephyrhills, are currently used for other light industrial uses to the south, or transportation, Zephyrhills Municipal Airport, to the west. Immediately to the north and east of the subject property are additional properties that are unincorporated.

The proposed project parcel has direct access to Free Fall Avenue which connects to Chauncey Road/CR 535. The current wastewater needs on the property are serviced by an on-site septic system. However, the potable water needs are handled by the City of Zephyrhills Water.

PROPOSED CONDITIONS

The subject property is being proposed for Future Land Classification as Industrial (IN – Industrial) and Zoning Designation (LI – Light Industrial) for the City of Zephyrhills as Light Industrial. The proposed use for the project is to expand the existing Heyl Trucking facility that currently lies immediately to the south of the subject property. Currently, Heyl Trucking conducts business out of the parcel directly to the south of the subject property.

Potable water and sewer service will be provided to the proposed location by City of Zephyrhills Water and Sewer.

Access for the development will be provided by the direct access to Free Fall Avenue, a city owned and maintained road.

Stormwater treatment and attenuation will be provided by the installation of a new stormwater management facility (SMF) on the property. Per the FEMA NFIP map 120230 Panel 0457 (09/26/2014) and the October 2020 FIRMette, the site does not lie within the 100-year floodplain and the property has been designated as Zone X.

CONSISTENCY WITH COMP PLAN

The requested annexation is consistent with the Goals, Objectives and Policies of the City of Zephyrhills 2025 Comprehensive Plan. A review of the County's Comprehensive Plan has been conducted, and relevant goals, objectives and policies have been identified below (italicized) and a brief statement regarding the consistency of the proposed amendment has been provided.

GOAL LU-1

To achieve an economically and diversified tax base that ensures:

- a. that the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;*
- b. that recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination, and an airport community offering recreational and industrial opportunities;*
- c. that enjoyment of natural and man-made recreational resources by citizens and visitors alike; and*
- d. that threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.*

Consistent with the above goals, the proposed development will bring additional jobs and economic benefits to the City of Zephyrhills. The new facility will be surrounded by other similar facilities in the industrial area.

OBJECTIVE LU-1-1

To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the abovementioned goals and consistent with this adopted plan.

The existing property functions as a recreational vehicle and boat storage site, and its modification to the expansion of the Heyl Trucking to the south, will increase the tax and utility service of the City.

POLICY LU-1-1-1

The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which:

- a. regulate the subdivision of land;*
- b. regulate signage;*
- c. provide for drainage and storm water management;*
- d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;*

- e. coordinate future land uses with soil conditions, topography, and availability of facilities and services;*
- f. ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;*
- g. protect the limited amount of wetlands and other environmentally sensitive*

The proposed development will be completely designed and permitted in accordance with the City of Zephyrhills Land Development Code. No construction will begin until all relevant permits have applied for and obtained by the City of Zephyrhills and other applicable state and local authorities. The design being considered maintains existing vegetation where possible and follows the existing topography of the land to allow to work with the existing surroundings. There are no wetlands or environmentally sensitive areas on the property.

OBJECTIVE LU-1-4

The City will develop mechanisms to ensure the protection of archaeological and historical resources.

Per the Florida Master Site File, no cultural resources have been located on the subject development. In the event of these resources being discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

POLICY LU-1-4-3

The City shall comply with State law and guidelines for the investigation of archaeological sites and the disposition of all artifacts which might be found.

Per the Florida Master Site File, no cultural resources have been located on the subject development. If, during the course of development, these types of resources are discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

POLICY LU-1-4-4

The City shall prevent the destruction of significant alteration of historic sites located in the National Register of Historic Places or the Florida Master Site File recognized by City of Zephyrhills, by cross checking all requests for remodeling or demolition permits against these files. A significant alteration is one that changes the exterior appearance of the structure in a manner inconsistent with the original design. Nothing in this policy shall be construed to prohibit modernization, rehabilitation, or adaptive reuse provided that the property is not significantly altered.

Per the Florida Master Site File, no cultural resources have been located on the subject development. In the event of these resources being discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

OBJECTIVE LU-1-7

All development activities shall ensure the protection of natural resources and potable well fields.

Natural resources will be preserved on site as constraints allow. No wellfields exist on the subject property.

POLICY LU-1-7-2

Species of flora and fauna identified as endangered, threatened or species of special concern, as defined by Federal Law or Florida Statutes, and found to exist in Zephyrhills by the Florida Game Fresh Water Fish Commission (currently known as the Florida Fish and Wildlife Conservation Commission), shall be protected through compliance with appropriate Federal and State regulations.

All potential flora and fauna found on the subject parcel as endangered, threatened or species of special concern – as defined by Federal or Florida Statutes will be protected as per Federal and State regulations.

POLICY LU-1-7-3

Consider in land use planning and regulation, the impact of land use on water quality and quantity; the availability of land, water and other natural resources to meet the demands; and the potential for flooding.

The proposed new facility will be planned, designed and permitted accordingly to follow the appropriate and the required land development regulations and statutes as per Federal, state and city guidelines. Water quality and quantity will be managed and addressed during the site design and the potential for flooding determined and preventative measures established in the design.

POLICY LU-1-7-5

The developer/owner of any new development or redevelopment shall be responsible for on-site management of storm water run-off in a manner so that post-development run-off rates, volumes and pollutant loads do not exceed existing conditions.

The proposed development will be designed to manage stormwater run-off, in the post-development condition, as well as potential water quantity (volumes), and water quantity (pollutant loads) so as not to exceed existing conditions.

OBJECTIVE LU-10-1

The City manages its growth through the establishment of a future service area, guidelines for annexation and the execution and maintenance of interlocal agreements with Pasco County.

The proposed annexation will follow the existing City of Zephyrhills guidelines and regulations and be planned and implemented to follow the existing interlocal agreements with Pasco County.

POLICY LU-1-10-1

The City hereby establishes a “Future Service Area” (refer to Map LU-8) in accordance with the “Interlocal Agreement Between Pasco County and the City of Zephyrhills: establishing designated service areas for water and wastewater services.

The proposed development will follow the established “Future Service Area” in accordance with the “Interlocal Agreement Between Pasco County and the City of Zephyrhills” for designated services areas for water and wastewater services.

POLICY LU-1-10-2

The City shall maintain an Interlocal Agreement with Pasco County that designates existing and future service areas for the City of Zephyrhills. Amendments to the boundary of the “Future Service Area” shall require an amendment to this Comprehensive Plan.

The developers of the proposed new facility will work with the City of Zephyrhills to acquire an amendment to the Comprehensive Plan, for the “Future Service Area”, as required.

CONSISTENCY WITH FLORIDA STATUTE CHAPTER 171

Per FL Statute Chapter 171, the subject property is proposed to be annexed and amended to the municipal boundary of the City of Zephyrhills. The subject property will be annexed and the boundary of the city amended according to FL Statute Ch 171 through the City of Zephyrhills and all other required local and state authorities.

CONSISTENCY WITH LDC AND CITY ORDINANCES

The subject development will be designed in accordance with the City of Zephyrhills Land Development Code and City Ordinances.

The proposed industrial (trucking) facility has been designed in accordance with City of Zephyrhills LDC.

LOCAL DEVELOPMENT PLAN AND PREMATURE DEVELOPMENT STATEMENT

The subject parcel is land locked by similar industrial and transportation land uses. See project location map, and the FLU and Zoning maps. To the north and east, the parcels are unincorporated and are part of Pasco County, not the City of Zephyrhills.

The adjacent land uses are either industrial to the south; transportation, Zephyrhills Municipal Airport to the immediate west; and unincorporated Pasco County to the east and north. The properties to the east and north are all currently used as cattle pastures. The subject parcel to be annexed would have direct connection to Chauncey Road/CR 535 via Free Fall Avenue.

The proposed expansion of Heyl Trucking would mirror the industrial land uses to the south. In addition, the Zephyrhills Airport Industrial Park is being planned by the Pasco Economic Development Council to the immediate north.

SUITABILITY ANALYSIS

The subject property is suitable for annexation to the City of Zephyrhills, as well as for development for its intended use, the expansion of the Heyl Trucking facility, located immediately to the south. The subject property has no known natural resources or environmental hazards that would prevent the parcel from being developed.

There is one gopher tortoise burrow in the northeast corner of the parcel. The gopher tortoise could be relocated, or the proposed development could proceed with the tortoise present, if the Florida Fish and Wildlife Conservation Commission (FWC) protection guidelines for the gopher tortoises are administered and maintained during construction.

RESIDENTIAL IMPACT STATEMENT

Currently, the subject property is a recreational vehicle and boat storage facility. There is a mobile home on the parcel which is the residence of the facility manager. The subject property is surround by three different land uses: 1) transportation/aviation - Zephyrhills Municipal Airport to the west; 2) industrial facilities to the south; and 3) unincorporated county lands to the north and east that are in use as cattle pastures.

Besides the resident manager at the subject property, there are not residences in the surrounding area, and therefore no residential impacts will occur as a result of this proposed annexation, rezoning and land use change.

TRAFFIC STUDY

The proposed truck depot will generate 420 daily trips, 69 of these trips will be from the trucks themselves. The AM Peak Hour truck trips are projected at 36, and the PM Peak Hour truck trips are expected to be 33 total. This was determined using the 9th Edition of the ITE Trip Generation Manual. Per Section 7.03.01

of the Land Development Code, the project would be considered to have a de minimus impact. See attached Table 1.

Concurrency and Infrastructure

Police, Fire and Emergency Services

The current Fire Rescue Station 25, located at 38410 6th Avenue in Zephyrhills, would cover the proposed project, as it currently covers the adjoining parcel for Heyl Trucking. This additional coverage of the subject parcel should pose no hardship for this Station 25.

The City of Zephyrhills Police Department would address all law enforcement activities related proposed annexation of the subject parcel. As the proposed newly annexed parcel is adjoining the current Heyl Trucking facility, negligible impact is anticipated by the amendment of the new parcel to the city.

The area surrounding the Zephyrhills Municipal Airport is handled by two ambulance services in the area. These two are Medfleet Ambulance and Elohim Medical Transport. In addition, Fire Rescue also assist in emergency situations as needed. The addition of the subject parcel to the City should be cause a hardship to the existing EMS facilities.

Schools

The proposed annexation, rez-zoning and future Land Use designation of the subject parcel will not include any additional new housing, and therefore will be no effect on local school system.

Utilities: Potable Water Supply and Sanitary Sewer

Proposed Water Service

No potable water service will be needed or provided at the proposed new development. The expansion of the Heyl Trucking facility will solely be used as a semi-trailer and tracker truck storage facility, with some overflow parking for employees.

Proposed Wastewater Service

No wastewater service will be needed or provided at the proposed new development. The expansion of the Heyl Trucking facility will solely be used as a semi-trailer and tracker truck storage facility, with some overflow parking for employees.

Sanitation Services

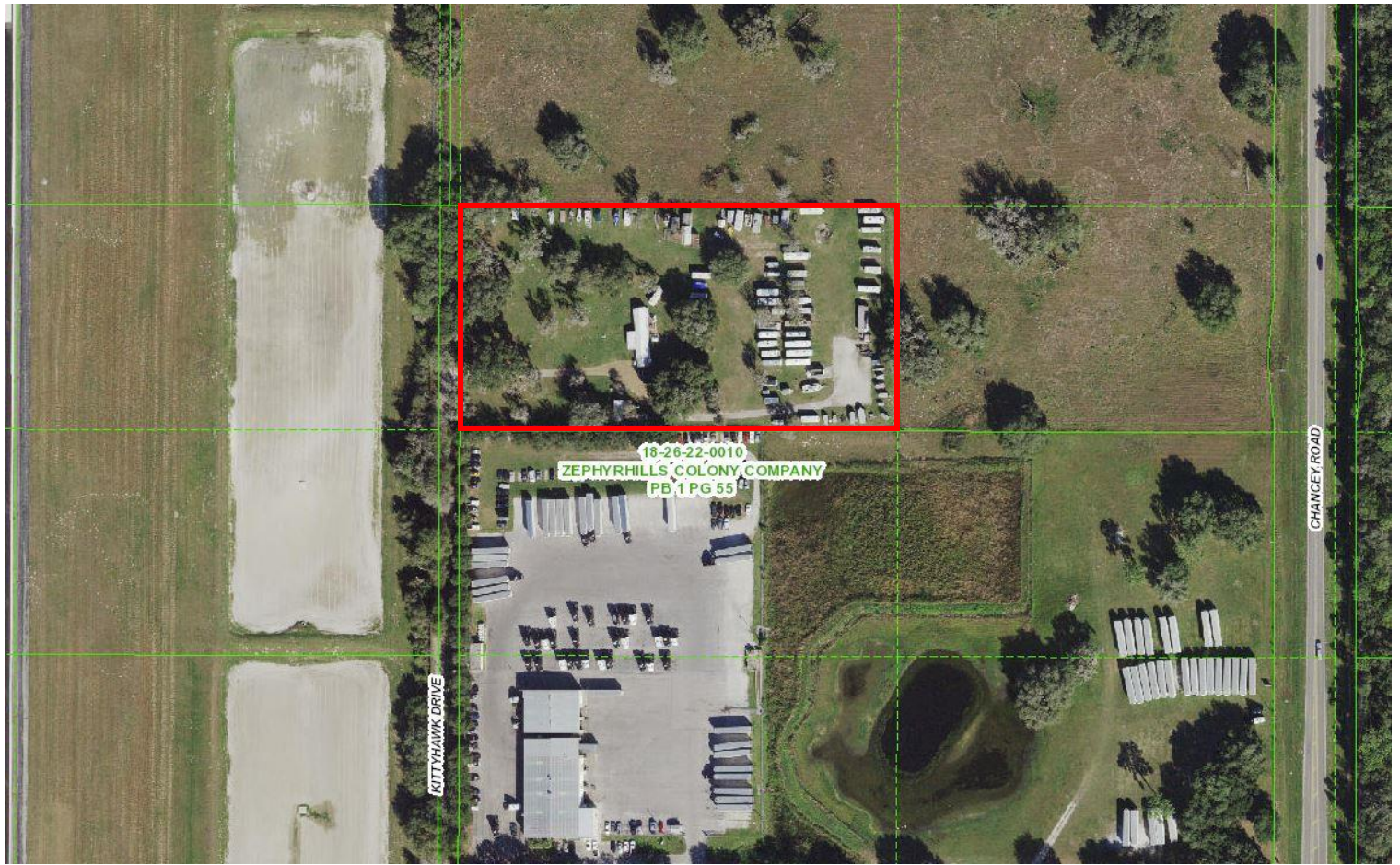
No sanitation service will be needed or provided at the proposed new development. The expansion of the Heyl Trucking facility will solely be used as a semi-trailer and tracker truck storage facility, with some overflow parking for employees.

Table 1
4904 Kittyhawk Drive, Estimated Project Trip Ends¹

Land Use	Daily Trip Ends	AM Peak Hour			PM Peak Hour		
Truck Terminal		In	Out	Total	In	Out	Total
	410	15	21	36	14	19	33

1 -Based on a five-acre sized truck terminal facility. *Source: ITE Trip Generation, 9th Edition.*

Map Series



Vicinity Map
No Scale

Figure 2

4904 Kittyhawk Drive
Zephyrhills, FL 33542

Site Aerial Map

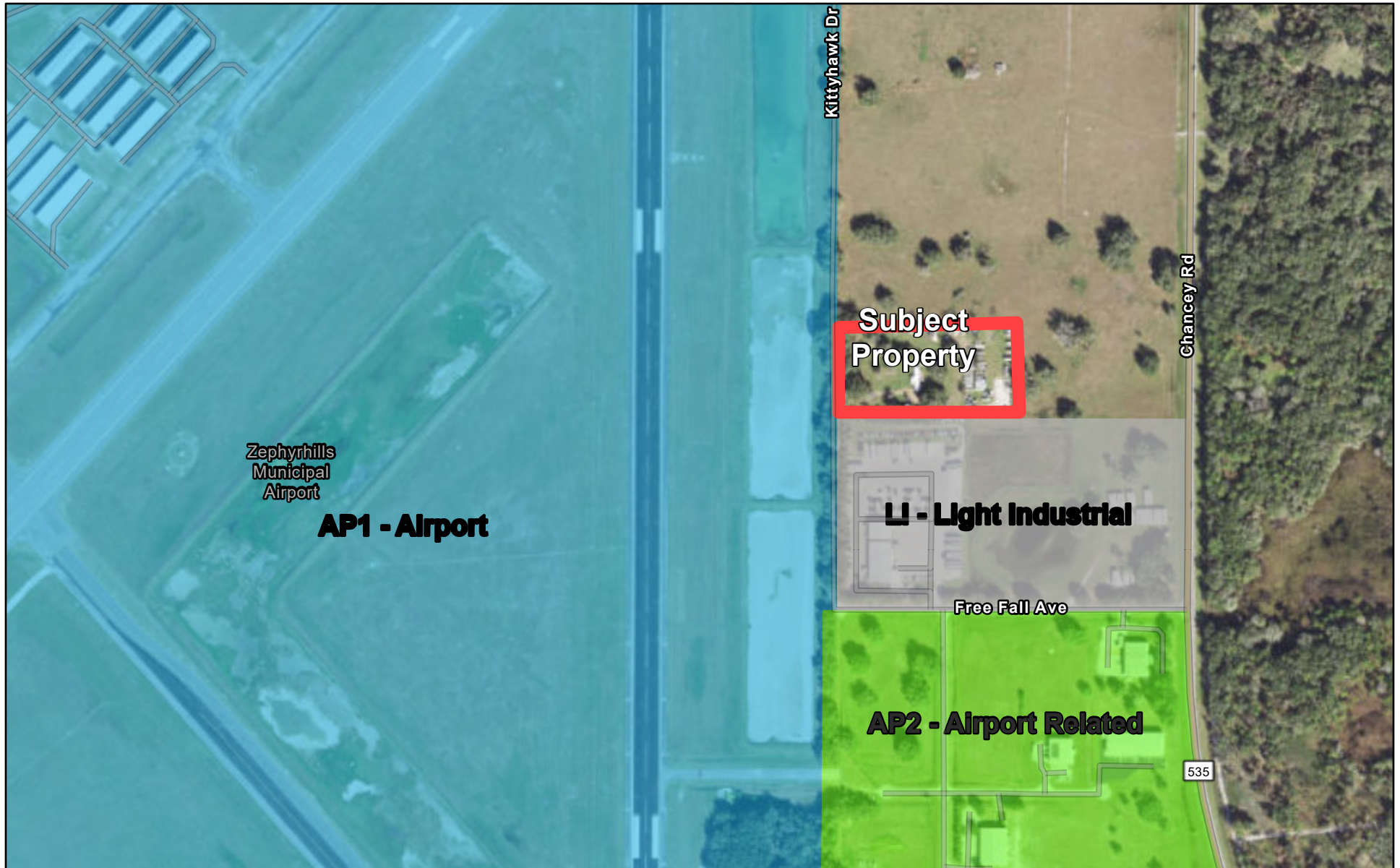
Deuel & Associates
565 South Hercules Avenue
Clearwater, Florida 33764
P: (727) 822-4151

Data Source: Pasco
County Property
Appraisers Office

Coordinate System:
Unknown

Map Date: 2020

Zoning Designations



5/12/2022

CITY_WIDE_EUCLIDEAN_ZONING

LI
AP1

AP2

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1:6,869

0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community,
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap

Audrey McGuire

Future Land Use Classifications



5/12/2022

CITY_WIDE_FUTURE_LAND_USE

Industrial

Public/Semi-Public

World Imagery

Low Resolution 15m Imagery

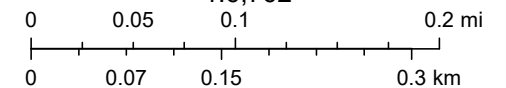
High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1.2m Resolution Metadata

1:6,762



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community,
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap

CITY ATTORNEY'S REPORT 7.2

First Reading **ORDINANCE NO. 1438-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A ZONING DESIGNATION CHANGE FROM PUD (PLANNED UNIT DEVELOPMENT) TO C2 (COMMUNITY COMMERCIAL) FOR APPROXIMATELY 0.73 ACRES OF REAL PROPERTY HAVING THE PARCLE NO. 26-25-21-0130-00000-0130; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

Issue:

An application was submitted by North American Development Group (NADG) on behalf of SF Zephyr Commons Outparcels, LP to rezone approximately 0.73 acres of real property generally located on the north side of Kossick Road, east of the intersection of Kossick and US Highway 301.

Background:

The Subject Property was originally part of the Zephyr Lakes (now Abbott Park) PUD Master Plan, slated for residential use. In 2008, Zephyr Lakes, LLC sold the 0.73 acre property to Zephyr Commons, LLC. Plans to develop Zephyr Lakes moved forward without the Subject property, removing it from their plans and the final PUD Master Plan. The Subject Property was not rezoned to be consistent with the remainder of the Zephyr Commons shopping center and retains its PUD zoning designation today. The applicants are requesting to rezone from PUD to C2-Community Commercial.

Attachment(s):

1. Ordinance 1438-22 North American Development Group PUD Rezoning
2. RZ-0012-22_Staff Report
3. 8.f.i Pasco County Parcel Map & Aerial (1)
4. 1.a. Lot 13 Rezoning report (1)

Fiscal Impact:

N/A

Staff Recommendation:

Staff and the Planning Commission recommend approval.

ORDINANCE NO. 1438-22

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS,
FLORIDA APPROVING A ZONING DESIGNATION
CHANGE FROM PUD (PLANNED UNIT DEVELOPMENT)
TO C2 (COMMUNITY COMMERCIAL) FOR
APPROXIMATELY 0.73 ACRES OF REAL PROPERTY
HAVING THE PARCLE NO. 26-25-21-0130-00000-0130;
PROVIDING FOR CODIFICATION, SEVERABILITY AND
AN EFFECTIVE DATE.**

WHEREAS, Chapters 166 and 163, Florida Statutes, authorize the City Council of the City of Zephyrhills to rezone property within the City limits upon written consent of the landowner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, SF Zephyr Commons Outparcels, as owner of the lands described in Section 2 below, consented to Rezoning by the City of Zephyrhills of said lands described in Section 2 below; and

WHEREAS, due public notice of hearing on the proposed rezoning was given by the City Council on June 2, 2022, as required by the Zephyrhills Land Development Code, as amended, and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold public hearing on the 19th day of May, 2022 to consider said proposed rezoning and recommended approval; and

WHEREAS, the City Council has determined that the C2 (Community Commercial) Zoning designation would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

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

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

Section 1: The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2: The following lands, lying and being situated in Pasco County, Florida to-wit:

See Exhibit "A"

Parcel/Tax ID No.: 26-25-21-0130-00000-0130

Physical Address: No Address Assigned

Legal Description:

ZEPHYR COMMONS PHASE 1 PB 65 PG 132 LOT 13 OR 254 PG 1646

Acreage: 0.73 Acres (MOL)

The Zoning designation is hereby changed from City PUD to City C2 and is included within the boundaries of the City of Zephyrhills, Florida.

Section 3: This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: That if any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Section 6: This Ordinance shall become effect upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1438-22 was read and passed on the first reading, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of June, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance No. 1438-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of June, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

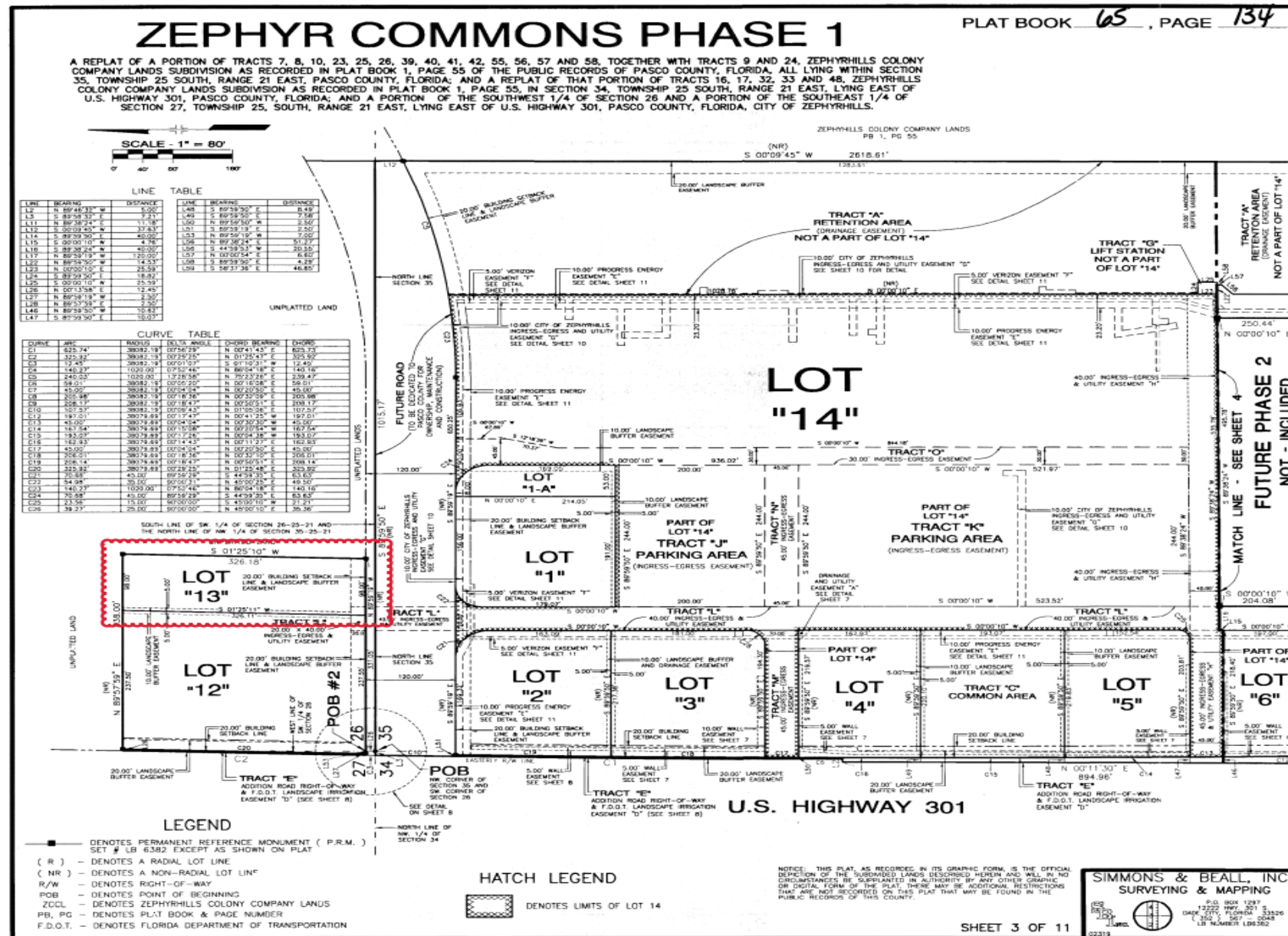
The foregoing Ordinance No. 1438-22 was approved by me this 27th day of June, 2022.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney

EXHIBIT "A"





STAFF REPORT

To: Honorable Mayor Whitfield & Planning Commission
From: Audrey McGuire, *Historic Preservation Specialist/Community Planner*
Re: RZ-0010-22_Zephyr Commons Outparcel 11
Date: May 17, 2022

I. BACKGROUND & INFORMATION

A. HISTORY | APPLICATION SUMMARY

Application submitted by North American Development Group (NADG), on behalf of SF Zephyr Commons Outparcels LP, to rezone approximately 0.73 acres of real property generally located on the north side of Kossick Road, east of the intersection of Kossick and US Highway 301.

B. SITE INFORMATION

PROPERTY OWNER:	SF Zephyr Commons Outparcels LP
APPLICANT:	North American Development Group (NADG)
SUBJECT PROPERTY:	Parcel/Tax ID No. 26-25-21-0130-00000-0130 0.73 acres MOL <i>Generally located on the north side of Kossick Road, +/-238 feet east of the Intersection of Kossick and US Highway 301, south of Boundary Lane.</i>
EXISTING LAND USE:	Vacant/Undeveloped
EXISTING FLU CLASS:	MU (Mixed Use)
EXISTING ZONING:	Planned Unit Development (PUD)

II. DATA & ANALYSIS

A. APPLICATION TO REZONE

The Subject Property was originally part of the Zephyr Lakes (Abbott Park) PUD Master Plan, slated for residential use. In 2008, Zephyr Lakes, LLC sold the property to Zephyr Commons, LLC. Zephyr Lakes, LLC moved forward with amended plans to develop Zephyr Lakes (Abbott Park) without the Subject Property, removing it from their plans overall PUD Master Plan. The Subject Property was never rezoned to match the remainder of the Zephyr Commons

shopping center and retains its PUD zoning today. The applicants are requesting to rezone from PUD to C2 (Community Commercial).

B. CHARACTER | COMPATIBILITY ANALYSIS

The Subject Property is located along Kossick Road north of the Zephyr Commons shopping center and west of the Zephyr Lakes (Abbott Park) mixed-residential development. Surrounding property uses are as follows:

1. **North** – The property immediately to the north of the Subject Property, located within the municipal boundaries of the City has a C2 (Community Commercial) zoning and currently contains a vacant/abandoned residential building. Property further to the north is located in unincorporated Pasco County, is zoned AR, RMH, R2MH and utilized for mobile home residences.
2. **South** – Properties immediately south of the Subject Property are included within the Zephyr Commons shopping center, are zoned C2 (Community Commercial), and utilized for commercial purposes.
3. **East** – Property immediately to the east of the Subject Property is located within the Zephyr Lakes PUD Master Plan and is slated for multi-family and/or townhome development.
4. **West** – Properties west of the Subject Property are zoned C2 (Community Commercial), and are or will be utilized for commercial purposes.

The proposed rezoning from PUD to C2 is consistent with the development and land use patterns of the surrounding area, and will not exhibit premature development based on the existing development patterns and infrastructure availability.

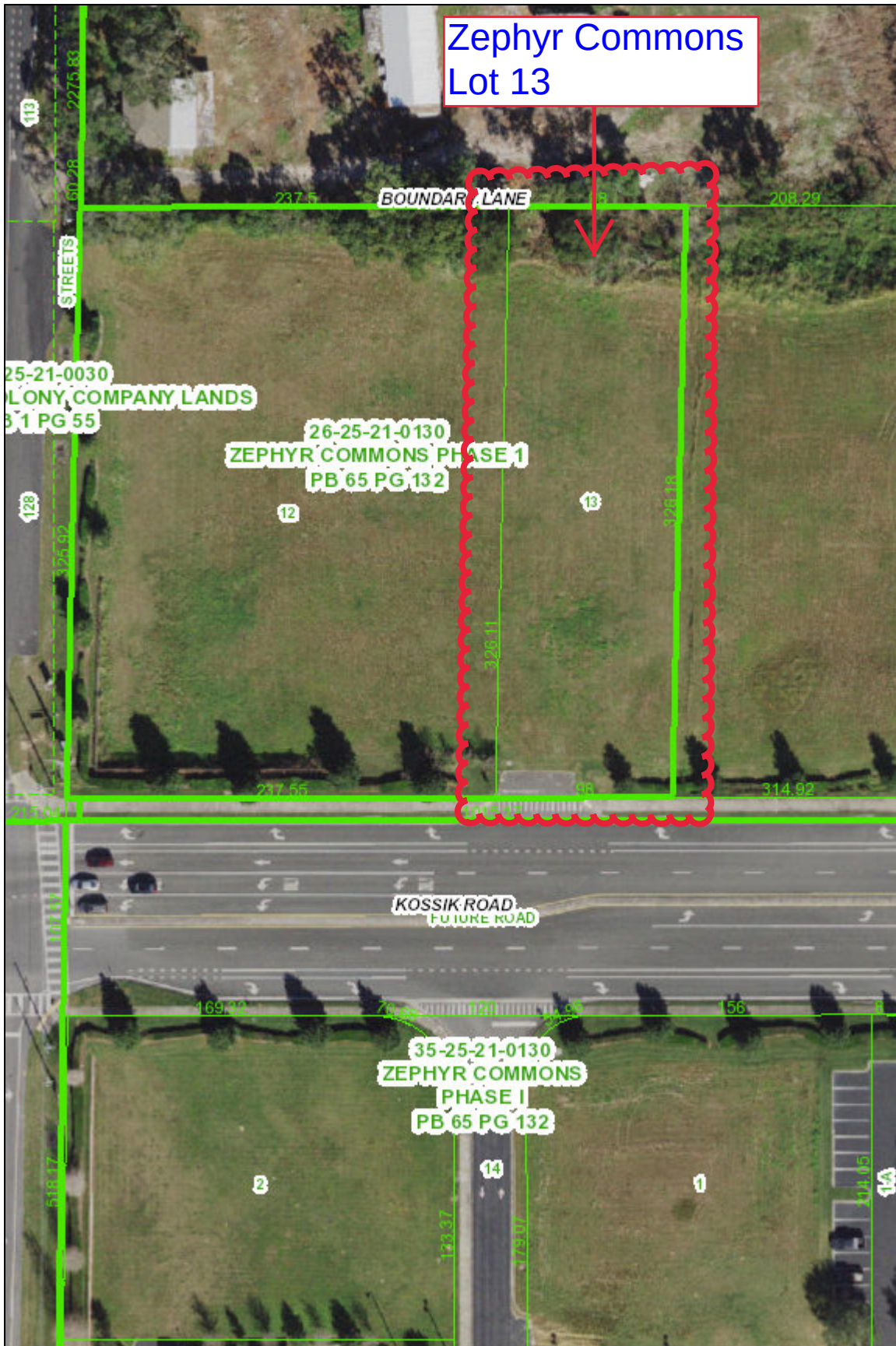
C. CONSISTENCY WITH CITY CODES/ORDINANCES

C2 is an allowable zoning category under the Future Land Use Classification of MU (Mixed-Use) and, as properties immediately adjacent to the Subject Property have an existing zoning designation of C2, a spot zone will not be created. Therefore, the proposed rezoning from PUD to C2 is consistent with the Comprehensive Plan.

The proposed rezoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances.

III. RECOMMENDATION(S)

Staff Recommendation – Based upon the analysis contained herein, along with supporting documentation, staff recommends approval of the application to rezone – changing the zoning designation from PUD to C2.



Legend

- Street (Labels)
- Parcel (Lines)
- Subdivision
(Boundaries and Labels)
- Parcels
(Clickable Info)
- Blocks
(Boundaries and Labels)
- Lot (Labels)
- Lot (Lines)



Mike Wells
Property Appraiser
Proudly Serving Pasco County, Florida

Pasco County Property Appraiser

0 0.0075 0.015 0.03 mi



4/1/2022, 1:15:36 PM

Page 496 of 515

ZEPHYR COMMONS LOT 13 ZONING PETITION

Owner: SF Zephyr Commons Outparcels LP
 Petitioner: North American Development Group
 Parcel #: 26-25-21-0130-00000-0130

SF Zephyr Commons Outparcels LP, the owner of Lot 13 at Zephyr Commons is requesting to rezone the parcel from PUD to C2, Community Commercial. This parcel is included in the Zephyr Commons shopping center master plan and was platted accordingly but unfortunately the original developer of the shopping center didn't rezone this parcel to be consistent with the rest of the shopping center. It's worth noting that water, sanitary sewer, and storm sewer lines were all design and constructed to support this parcel as part of the Zephyr Commons master infrastructure package which was completed in 2008. This rezoning petition will clean up the zoning for Lot 13 to be consistent with the rest of Zephyr Commons.

As part of this Rezoning Petition the applicant is including the following materials and supporting explanation.

1. **Petition Form** – attached
2. **Petition Fees** – To be paid upon notice of final amount from the City of Zephyrhills
3. **Proof of Ownership** – Please see the included Deed
4. **Boundary Survey and Legal Description** – Please see the attached plat as recorded with Pasco County
5. **Surrounding Property Owners List and Envelopes** – See included Adjacent Property Owners Map; envelopes forthcoming
 - a. Parcel to North
 - i. 26-25-21-0000-00600-0000
 - ii. Premier Housing Investments LLC, PO Box 566, Zephyrhills, FL 33539
 - b. Parcel to West
 - i. 26-25-21-0130-00000-0120
 - ii. SF Zephyr Commons Outparcels LLC – 400 Clematis St, Suite 201, West Palm Beach, FL 33401
 - c. Parcel to East
 - i. 26-25-21-0020-00100-0013
 - ii. DUNE FL LAND I SUB LLC, C/O HAWK MANAGEMENT CO LLC - 2502 N ROCKY POINT DR STE 1050, ROCKY POINT, FL 33607
 - d. Parcel to Southwest
 - i. 35-25-21-0130-00000-0021
 - ii. SF Zephyr Commons Outparcels LLC – 400 Clematis St, Suite 201, West Palm Beach, FL 33401
 - e. Parcel to South
 - i. 35-25-21-0130-00000-0140
 - ii. SF Zephyr Commons LP – 400 Clematis St, Suite 201, West Palm Beach, FL 33401
 - f. Parcel to Southeast
 - i. 35-25-21-0130-00000-0010
 - ii. GTE Federal Credit Union - 711 E Henderson Ave, Tampa, FL 33602

- 6. **Environmental Report** – to be provide as part of the site plan and civil permitting application
- 7. **Historic and Archeological Resources Report** - to be provide as part of the site plan and civil permitting application

8. **Justification Report**

a. Analysis for Compliance

i. Consistency with the Comprehensive Plan

Response: The rezoning of Lot 13 at Zephyr Commons is consistent with the Comprehensive Plan and the continued development of the Zephyr Commons Shopping Center.

ii. Consistency with the Land Development Code and City Ordinances

Response: The rezoning of Lot 13 at Zephyr Commons is consistent with the will allow for the development of Lot 13 as part of Zephyr Commons. The future development of the property will be consistent with the Land Development Code and City Ordinances.

iii. Surrounding Future Land Use and Zoning Analysis

Response: The rezoning of Lot 13 at Zephyr Commons is consistent with the Future Land Use designation for the property and it's inclusion in the Zephyr Commons mixed use project. The parcel is currently zoned PUD which is not consistent with the Zephyr Commons master plan. Lot 12 to the immediate west, north and the remainder of the Zephyr Commons shopping center to the south are all zoned C2. When it was purchased, this property was intended to be combined with Lot 12 at Zephyr Commons but the rezoning wasn't completed.

iv. Local Development Pattern: must show that the proposed amendment(s) will allow for logical and orderly development

Response: The proposed amendment will allow for the logical and orderly development of the parcel as part of the Zephyr Commons shopping Center.

v. Premature Development: must show that the proposed amendment(s) will not create premature development.

Response: The proposed amendment will no create premature development but rather will allow for the continued development of Zephyr Commons as planned.

b. Suitability Analysis – data and analysis to support the project's suitability/compatibility relative to the site, adjacent uses, and public facilities (including water, sewer, fire, police, schools, and EMS).

Response: Lot 13 was included in the infrastructure design for Zephyr Commons and the associated Development Agreement which supported the sizing of the utilities and infrastructure for the development based on the entitled densities within Zephyr Commons. All of the Zephyr Commons utilities and infrastructure were constructed with the shopping center was originally built in 2007-2008.

c. Residential Impact Statement

Response: The rezoning of Lot 13 will not impact residences as the property to the west and east are not developed and the property to the south is developed as commercial. The property to the immediate north is a single family property and that property has already been rezoned to C2. Additionally, the future development of Lot 13 will be in accordance with the City's Land Development code to ensure that all landscape buffers and building set backs are accounted for.

- d. Traffic Study – Please see the city’s Land Development Code, Article VII, Part 7.03.00, Section 7.03.01

Response: Lot 13 was included in the master plan and Development Agreement for Zephyr Commons. The traffic study for the entirety of Zephyr Commons was completed at that time. This rezoning is cleaning up the entitlement for this parcel. If an additional traffic study is needed for the development of this parcel and because a development type for his parcel hasn’t been finalized at this point, the applicant requests that it be provided at the time of site plan approval and civil permitting.

- e. Utility Report – based on existing and proposed water/sewer capacity analysis.

Response: Lot 13 was included in the infrastructure design for Zephyr Commons and the associated Development Agreement which supported the sizing of the utilities and infrastructure for the development based on the entitled densities within Zephyr Commons. All of the Zephyr Commons utilities and infrastructure were constructed with the shopping center was originally built in 2007-2008.

- f. Map Series

- i. Recent aerial photograph of the site and surrounding area showing boundaries, source and date;

Response: Please see attached.

- ii. Existing Future Land Use and Zoning maps;

Response: Please see attached.

- iii. Natural Resource maps – soils, flood zones, aquifer recharge, wetlands, biological hotspots, etc.;

Response: There are no flood zones, wetlands or biological hotspots on the property. Please note that this property was previously mass graded as part of the original development and construction of the Zephyr Commons Shopping Center in 2008.

- iv. Transportation maps

Response: If transportation maps are needed to support the future development of this parcel and because a development type for his parcel hasn’t been finalized at this point, the applicant requests that they be provided at the time of site plan approval and civil permitting as part of a Traffic Study.

CITY ATTORNEY'S REPORT 7.3

First Reading **Ordinance 1439-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING SUB-SECTIONS (C), (E) AND (J) OF SECTION 7.09.16 AND ADDING SECTION (L) REGARDING MINI-WAREHOUSING AND SOTRAGE UNITS; SECTIONS 2.01.03.12, 2.01.03.15, 2.01.03.17, 2.01.03.18, REGARDING ZONING CATEGORY FLOOR AREA INCREASE OF .5 TO 1.0, AMENDING TABLES 7.01.01 AND 7.02 REGARDING FLOOR AREA RATIO INCREASE OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE."**

Issue:

Land Development Code Text Amendment - Indoor Storage Facilities.

Background:

A. History | Application Summary

The City Planning Department is initiating a proposed text amendment to the City's Land Development Code (Section 7.09.16 - Mini-warehousing & Storage Units). The current text is outdated and refers to the older mini-warehouses that were common for the past couple decades, metal construction, and only one story. The market and overall look for indoor storage facilities has changed dramatically in terms of: height, scale and design / architecturally. The Planning Department has received a couple of inquiries about indoor storage facilities that would exceed the current code standards. Therefore, the following text amendments are proposed:

City Land Development Code:

Section 7.09.16

Section C: The applicant shall provide a site plan with information on the property lines, street lines, curb cuts, type b buffer / landscaping, location of structures including signs, parking spaces, travel lanes and enhanced perimeter screening (enhanced fence / wall);

Section E: Height of buildings shall not exceed one story with a maximum height of 15 feet in the CRA and Form-Based Code (FBC). A conditional use petition may be submitted for projects located outside the CRA & FBC for review / consideration that exceed one story – 15 feet;

Section J: Fencing shall be required to shield adjoining properties, as well as the protection of the lessees. The decorative wall / fence shall be of new material with a maximum of six feet in height. Fencing / walls that adjoin residential districts or residential uses shall be decorative solid masonry, or aluminum with solid pillars at equal intervals. Maintenance of the fence / wall shall be the responsibility of the owner;

Section L: Buildings shall conform to Section 7.10.02 (Additional design standards for large retail buildings)

The additional supplemental Code changes are included / recommended as part of this ordinance:

The Zoning category definitions of C-2, C-3 and LI in the Land Development Code shall reference a floor area ratio increase from .5 to 1.0. (The FAR of 1.0 is already supported in the Future Land Use classification Mixed Use) Tables 7.01.01 (Density, Area, Height, and Bulk Requirements) and 7.02 (Development Standards for Traditional City Center) of the Land Development Code shall be amended to reflect the floor area ratio increase from .5 to 1.0.

Staff recommends the newer / larger indoor storage facilities be excluded from the existing FBC / CRA districts and not allowed by right in the remaining locations but reviewed on a case by case basis through a conditional use petition / process. Staff will have the ability to review the following elements: location, scale, site orientation, landscaping / screening, architectural design / construction materials and determine the appropriateness / compatibility. An analysis also shows that the value of the modern indoor storage facilities have a higher assessed value (City taxes) than the prior one-story metal mini-warehouses, don't use a lot of water and don't generate significant traffic.

The Planning Commission is supportive of the text amendment changes to allow the consideration of indoor storage facilities as a conditional use but not permitted by right to ensure compatibility in areas proposed and the ability to impose conditions as necessary.

Attachment(s):

1. Ordinance 1439-22 LDC Text Amendment Section 7.09.16 Mini-Warehouse & Storage Units

Fiscal Impact:

N/A

Staff Recommendation:

Staff and Planning Commission recommend approval.

ORDINANCE NO. 1439-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING SUB-SECTIONS (C), (E) AND (J) OF SECTION 7.09.16 AND ADDING SECTION (L) REGARDING MINI-WAREHOUSING AND STORAGE UNITS; SECTIONS 2.01.03.12, 2.01.03.15, 2.01.03.17, 2.01.03.18, REGARDING ZONING CATEGORY FLOOR AREA INCREASE OF .5 TO 1.0, AMENDING TABLES 7.01.01 AND 7.02 REGARDING FLOOR AREA RATIO INCREASE OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is in the City's best interest to update the Land Development Code from time to time to assure that the Land Development Code adequately meets the needs of the City.

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold public hearing on the 17th day of May, 2022 to consider the proposed text amendment and has recommended approval.

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

SECTION 1: Section §150.01, of the City of Zephyrhills Code of Ordinances and Section 7.09.16 of the City of Zephyrhills Land Development Code, Sub-Sections (C), (D), and (E)are repealed and replaced as follows:

Section C: The applicant shall provide a site plan with information on the property lines, street lines, curb cuts, type b buffer / landscaping, location of structures including signs, parking spaces, travel lanes and enhanced perimeter screening (enhanced fence / wall);

Section E: Height of buildings shall not exceed one story with a maximum height of 15 feet in the CRA and Form-Based Code (FBC). A conditional use petition may be submitted for projects located outside the CRA & FBC for review / consideration that exceed one story – 15 feet;

Section J: Fencing shall be required to shield adjoining properties, as well as the protection of the lessees. The decorative wall / fence shall be of new material with a maximum of six feet in height. Fencing / walls that adjoin residential districts or residential uses shall be a decorative solid masonry, or aluminum with solid pillars at equal intervals. Maintenance of the fence / wall shall be the responsibility of the owner;

Section L: Buildings shall conform to Section 7.10.02 (Additional design standards for large retail buildings)

The Zoning category definitions of C-2, C-3 and LI in the Land Development Code shall reference a floor area ratio increase from .5 to 1.0.

Tables 7.01.01 (Density, Area, Height, and Bulk Requirements) and 7.02 (Development Standards for Traditional City Center) shall be amended to reflect the floor area ratio increase from .5 to 1.0.

SECTION 4: Repealer

Any ordinance or part of any ordinance in conflict herewith is hereby repealed to the extent of any conflict.

SECTION 5: Severability

If is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the

remainder of this Ordinance shall not be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

SECTION 5: Inclusion in Code

The provisions of this Ordinance shall become and be made part of the Code of Ordinances and Land Development Code of the City of Zephyrhills, Florida. The sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such.

SECTION 6: Effective Date

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

The foregoing Ordinance No. 1439-22 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of June, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance No. 1439-22 was read and passed on the second reading following a public hearing in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of June, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance No. 1439-22 was approved by me this 27th day of June, 2022.

Gene Whitfield, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney

CITY ATTORNEY'S REPORT 7.4

Charter Review Committee Resolution No. 793-22

Issue:

The City of Zephyrhills Charter requires the Charter to be reviewed every 5 years.

Background:

On May 9, 2022, City Council held a Charter Review Workshop to discuss staff recommendations regarding charter revisions. City Council directed staff to draft a resolution naming the Mayor and Council as the Charter Review Committee.

Attachment(s):

1. Resolution 793-22 Charter Review Committee

Fiscal Impact:

None at this time.

Staff Recommendation:

Staff recommends approval of Resolution 793-22.

RESOLUTION NO.: 793-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE; ESTABLISHING A LIMITED PERIOD OF EXISTENCE; MEMBERSHIP; PROVIDING A STATEMENT OF DIRECTION; SETTING A FINAL COMMITTEE REPORT DATE; PROVIDING FOR REVIEW OF THE FINAL COMMITTEE REPORT AND A DECISION BY CITY COUNCIL ON WHAT RECOMMENDATIONS TO PLACE BEFORE THE VOTERS IN A REFERENDUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an initial review of the City Charter by the City Council and City staff revealed that many provisions of the Charter had been repealed or needed updated, and that other sections were outdated or in conflict with City ordinances; and

WHEREAS, the City Council desires to initiate a further review of the Charter by an appointed, temporary committee of City Council members to recommend what, if any, changes or amendments should be made to the Charter so that it will continue to meet the City's needs as the City's primary governing document and will not be in conflict with existing City ordinances; and

WHEREAS, the City Council desires that the review of the Charter shall be accomplished within a reasonable time frame and shall be guided by the principles, purposes and directives set forth herein.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, in regular session duly assembled, as follows:

Section 1. Charter Review Committee Established. The City Council hereby establishes a Charter Review Committee (the "Committee") to review and make recommendations to the Council regarding changes and amendments to the City Charter. The Committee shall be wholly advisory in nature.

Section 2. Term of Existence. The Committee shall exist from the date of this resolution and continue for a period not to exceed three hundred sixty-five (365) days therefrom or the date on which it tenders its Final Report to the City Council, whichever first occurs, unless otherwise extended by further resolution of the City Council.

Section 3. Membership. The Committee shall consist of the Mayor plus all five (5) City Council members.

Section 4. Committee Chair; Meetings & Procedure. The Chairperson of the Committee shall be selected by the members thereof at the initial meeting of the Committee. The City Manager shall notify the members of the initial meeting which shall be held no later than thirty (30) days from the date of adoption of this resolution. Thereafter, all subsequent meeting dates of the Committee, its additional officers, meeting procedures, operational bylaws and other methods of operation shall be adopted as a majority of the Committee sees fit, consistent with Section 286.011, Florida Statutes and Florida's Sunshine Law.

Section 5. Statement of Committee Direction. The Committee is directed to undertake a complete, timely, and thorough review of the City Charter. They are specifically directed to receive public input from City residents and the Committee's members as to changes and amendments that will allow the City's government to function efficiently, effectively and in the best interests of its citizens. In addition, they are directed to schedule quarterly public workshops with the City Council to update the Council on their progress and to provide completed reviews to the Council for their consideration.

Particular attention should be paid to providing a document that is both consistent with the City's current ordinances and that will enable the City's governing body and administrators to meet the needs of the citizens well into the new millennium. Areas best regulated by ordinance or

resolution should not generally be considered for inclusion in the Charter.

Section 6. Final Report Date. The Committee shall issue a written final report with their recommendations to the City Council on or before December 13, 2022.

Section 7. Review by City Council; Referendum. Upon receipt of the final report from the Committee, the City Council shall consider, at a regular or special meeting, which, if any, of the Committee's recommended changes, amendments or alterations to the City Charter to submit to a referenda of the citizens of the City of Zephyrhills pursuant to Section 166.031, Florida Statutes. The Council may accept or reject any recommendation of the Committee, in whole or in part.

Section 8. Effective Date. This resolution shall take effect immediately upon its approval.

APPROVED and RESOLVED by the City Council of the City of Zephyrhills sitting in regular session this 13th day of June, 2022:

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney

RENTAL POLICY FOR MUNICIPAL BUILDINGS

A refundable \$250.00 cleaning deposit is required; the deposit shall be paid prior to rental. The cleaning deposit is refundable if the facility is left in a pre-rental condition and undamaged, with all decorations removed and all trash bagged and placed in provided containers. The individual signing the rental agreement will be responsible for any damage to the facility and will be responsible for repairs in excess of the \$250.00 deposit. A public works staff member will authorize the deposit refund upon satisfactory inspection of the premises.

All refunds shall be by City check processed on the City's regular payment schedule.

SCHEDULING

- Municipal buildings shall not be available on Sundays following a Saturday rental;
- Municipal buildings shall not be available on Saturdays if Sunday has been reserved;
- If municipal buildings are rented on Friday afternoon or evening, Saturday rental shall not be before 11:00 a.m.;
- If municipal buildings are rented on Sunday, Monday rentals shall not be before 11:00 a.m.;
- Municipal buildings shall not be available for rental on City observed holidays;

All exceptions to this policy shall be approved by the City Manager.

Effective June 1, 2022

CITY OF ZEPHYRHILLS

Alice Hall Community Center Rental Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ hereinafter referred to as Lessee, and the City of Zephyrhills, City Hall located at 5335 8th Street, Zephyrhills, Florida 33542.

BUILDING RENTAL - \$40.00/hour, plus tax - Monday through Thursday, 8:00 a.m. to 9:00 p.m. (minimum of 2 hours required).
Friday, Saturday or Sunday, 8:00 a.m. to 9:00 p.m. (minimum of 4 hours required).

COVID-19 Warning

We have taken enhanced health and safety measures for you, other Guests, and our Employees. You must follow all posted instructions while visiting Alice Hall.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and Guests with underlying medical conditions are especially vulnerable. By visiting Alice Hall you voluntarily assume all risks related to exposure to COVID-19.

Lessee does hereby lease the Alice Hall Community Center, a smoke free/alcohol free facility, from the City of Zephyrhills, on _____, 20__ from _____ ☐am ☐pm to _____ ☐am ☐pm for the following activity: _____
_____ hours @ \$40.00 = _____ + \$100 non-refundable fee (if required) + _____ (6.5% Sales Tax) = _____ RENTAL FEE

+ \$250 Refundable Cleaning Deposit = _____

1. If any correction or litigation arises out of this agreement, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees, costs and expenses.
2. Lessee will be responsible for any damage to the property that occurs during the terms of this agreement and will pay for all costs of restoration, replacement or repair of same.
3. Lessee, for herself/himself, and on behalf of all persons who will be on the premises for the aforementioned affair, releases and forever discharges the City of Zephyrhills and its agents and members, from any and all claims and/or damages from or arising out of the uses of said premises. The Lessee hereby agrees to indemnify and hold the City of Zephyrhills harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of Lessee and Lessee's agents, invitees, officers, employees and/or other representative of the Lessee and which are not caused or materially contributed to by any officer, employee, agent or other representative of the City of Zephyrhills.
4. A \$100.00 non-refundable fee is required for rentals Friday, Saturday or Sunday upon signing the rental agreement.
5. A \$250.00 refundable Cleaning Deposit is required. The deposit will be returned if the facility is left in a pre-rental condition and undamaged with all decorations removed and all trash bagged and placed in provided containers.
6. All fees and any other monies will be refunded for a cancellation.
7. The consumption of, or possession of tobacco products/alcoholic beverages is prohibited.
8. Keys to Alice Hall will be picked up and dropped off at the Zephyrhills Police Department located at 6118 8th Street by providing a copy of the rental agreement and receipt showing paid in full.
9. Lessee may use twenty (20), 8' tables and 130 chairs provided by the City of Zephyrhills. No tables or chairs may be removed from the City of Zephyrhills premises.
10. Parking is available in the front of the building.
11. A refrigerator, sink, microwave and counter space is available in the kitchen area.
12. Lessee must remove all food and beverages from the refrigerator prior to vacating the premises.
13. An authorized representative of the City of Zephyrhills may enter Alice Hall at any time during the rental period.
14. No rice, confetti or glitter, gum or silk flower petals may be thrown inside or outside the building. We accept no responsibility for any accidents caused by slipping on birdseed.
15. All garbage must be placed in the garbage bags and placed INSIDE by the glass doors in the kitchen area.
16. DO NOT TAPE, STAPLE, OR TACK any objects to the walls or woodwork of the building, furniture, or anything on the overhead fans.
17. No candles or any type of open flames.
18. Tables are to be left clean.
19. Pictures will be taken of any damage to the hall.
20. If these rules are not followed, the City of Zephyrhills will have the right to refuse you the rental of the building in the future.
21. Turn all lights off prior to vacating premises and double check all exit doors are locked and secured.
22. Any of the above regulations not complied with will constitute a breach of contract and necessary legal action will be taken.
23. A \$25.00 fee will be charged for all returned checks.
24. Mops, brooms, misc. cleaning supplies, and trash receptacles shall be made available for each rental.

CITY OF ZEPHYRHILLS

Zephyrhills Train Depot Rental Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ hereinafter referred to as Lessee, and the City of Zephyrhills, City Hall located at 5335 8th Street, Zephyrhills, Florida 33542.

BUILDING RENTAL - \$20.00/hour, plus tax - Monday through Thursday, 8:00 a.m. to 9:00 p.m. (minimum of 2 hours required). Friday, Saturday or Sunday, 8:00 a.m. to 9:00 p.m. (minimum of 4 hours required).

COVID-19 Warning

We have taken enhanced health and safety measures for you, other Guests, and our Employees. You must follow all posted instructions while visiting the Depot Museum.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and Guests with underlying medical conditions are especially vulnerable. By visiting the Depot Museum you voluntarily assume all risks related to exposure to COVID-19.

Lessee does hereby lease the Zephyrhills Depot Museum, a smoke free/alcohol free facility, from the City of Zephyrhills, on _____, 20____ from _____ am _____ pm to _____ am _____ pm for the following activity: _____
_____ hours @ \$40.00 = _____ + \$100 non-refundable fee (if required) + _____ (6.5% Sales Tax) = _____ RENTAL FEE
+ \$250 Refundable Cleaning Deposit = _____

If any correction or litigation arises out of this agreement, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees, costs and expenses.

1. If any correction or litigation arises out of this agreement, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees, costs and expenses.
2. Lessee will be responsible for any damage to the property that occurs during the terms of this agreement and will pay for all costs of restoration, replacement or repair of same.
3. Lessee, for herself/himself, and on behalf of all persons who will be on the premises for the aforementioned affair, releases and forever discharges the City of Zephyrhills and its agents and members, from any and all claims and/or damages from or arising out of the uses of said premises. The Lessee hereby agrees to indemnify and hold the City of Zephyrhills harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of Lessee and Lessee's agents, invitees, officers, employees and/or other representative of the Lessee and which are not caused or materially contributed to by any officer, employee, agent or other representative of the City of Zephyrhills.
4. A \$100.00 non-refundable fee is required for rentals Friday, Saturday or Sunday upon signing the rental agreement.
5. A \$250.00 refundable Cleaning Deposit is required. The deposit will be returned if the facility is left in a pre-rental condition and undamaged with all decorations removed and all trash bagged and placed in provided containers.
6. All fees and any other monies will be refunded for a cancellation.
7. The consumption of, or possession of tobacco products/alcoholic beverages is prohibited.
8. Keys to the Zephyrhills Depot Museum will be picked up and dropped off at the Zephyrhills Police Department located at 6118 8th Street by providing a copy of the rental agreement and receipt showing paid in full.
9. Lessee may use eight (8), 8' tables and forty (40) chairs provided by the City of Zephyrhills. No tables or chairs may be removed from the City of Zephyrhills premises.
10. Parking is available on the East side of the building.
11. An authorized representative of the City of Zephyrhills may enter Zephyrhills Depot Museum at any time during the rental period.
12. No rice, confetti or glitter, gum or silk flower petals may be thrown inside or outside the building. We accept no responsibility for any accidents caused by slipping on birdseed.
13. All garbage must be placed in the garbage bags.
14. No candles or any type of open flames.
15. No food or drink in carpeted area of Train Depot.
16. Tables are to be left clean.
17. Pictures will be taken of any damage to the Train Depot.
18. If these rules are not followed, the City of Zephyrhills will have the right to refuse you the rental of the building in the future.
19. Turn all lights off prior to vacating premises and double check all exit doors are locked and secured.
20. Any of the above regulations not complied with will constitute a breach of contract and necessary legal action will be taken.
21. A \$25.00 fee will be charged for all returned checks.
22. Mops, brooms, misc. cleaning supplies, and trash receptacles shall be made available for each rental.

LESSEE SIGNATURE (must be 21 years of age):

NAME: _____ DRIVERS LICENSE NO: _____
ADDRESS: _____ CITY: _____
PHONE NUMBER: _____ E-MAIL: _____
SIGNATURE OF LESSEE: _____

EFFECTIVE 6/1/2022
ALICE HALL PRICING
(Prices calculated using 6.5% Sales Tax)

Alice Hall Weekday Prices

$$2 - \$80.00 + \$5.20 = \$85.20 \\ + \$250.00 = \$335.20$$

$$3 - \$120.00 + \$7.80 = \$127.80 \\ + \$250.00 = \$377.08$$

$$4 - \$160.00 + \$10.40 = \$170.40 \\ + \$250.00 = \$420.40$$

$$5 - \$200.00 + \$13.00 = \$213.00 \\ + \$250.00 = \$463.00$$

$$6 - \$240.00 + \$15.60 = \$255.60 \\ + \$250.00 = \$761.20$$

$$7 - \$280.00 + \$18.20 = \$298.20 \\ + \$250.00 = \$548.20$$

$$8 - \$320.00 + \$20.80 = \$340.80 \\ + \$250.00 = \$590.80$$

Alice Hall Weekend Prices

$$4 - \$160.00 + \$100.00 + \$16.90 = \$276.90 \\ + \$250.00 = \$526.90$$

$$5 - \$200.00 + \$100.00 + \$19.50 = \$319.50 \\ + \$250.00 = \$569.50$$

$$6 - \$240.00 + \$100.00 + \$22.10 = \$362.10 \\ + \$250.00 = \$612.10$$

$$7 - \$280.00 + \$100.00 + \$24.70 = \$404.70 \\ + \$250.00 = \$654.70$$

$$8 - \$320.00 + \$100.00 + \$27.30 = \$447.30 \\ + \$250.00 = \$697.30$$

$$9 - \$360.00 + \$100.00 + \$29.90 = \$489.90 \\ + \$250.00 = \$739.90$$

$$10 - \$400.00 + \$100.00 + \$32.50 = \$532.50 \\ + \$250.00 = \$782.50$$

EFFECTIVE 6/1/2022
TRAIN DEPOT PRICING
(Prices calculated using 6.5% Sales Tax)

Train Depot Weekday Prices

$$2 - \$40.00 + \$2.60 = \$42.60 \\ + \$250.00 = \$292.60$$

$$3 - \$60.00 + \$3.90 = \$63.90 \\ + \$250.00 = \$313.90$$

$$4 - \$80.00 + \$5.20 = \$85.20 \\ + \$250.00 = \$335.20$$

$$5 - \$100.00 + \$6.50 = \$106.50 \\ + \$250.00 = \$356.50$$

$$6 - \$120.00 + \$7.80 = \$127.80 \\ + \$250.00 = \$377.80$$

$$7 - \$140.00 + \$9.10 = \$149.10 \\ + \$250.00 = \$399.10$$

$$8 - \$160.00 + \$10.40 = \$170.40 \\ + \$250.00 = \$420.40$$

Train Depot Weekend Prices

$$4 - \$80.00 + \$100.00 + \$11.70 = \$191.70 \\ + \$250.00 = \$441.70$$

$$5 - \$100.00 + \$100.00 + \$13.00 = \$213.00 \\ + \$250.00 = \$463.00$$

$$6 - \$120.00 + \$100.00 + \$14.30 = \$234.30 \\ + \$250.00 = \$484.30$$

$$7 - \$140.00 + \$100.00 + \$15.60 = \$255.60 \\ + \$250.00 = \$505.60$$

$$8 - \$160.00 + \$100.00 + \$16.90 = \$276.90 \\ + \$250.00 = \$526.90$$

$$9 - \$180.00 + \$100.00 + \$18.20 = \$298.20 \\ + \$250.00 = \$548.20$$

$$10 - \$200.00 + \$100.00 + \$19.50 = \$319.50 \\ + \$250.00 = \$569.50$$

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	354.42	339199777	ACHCPAYMENTUS CO	5/18/2022
ACH Credit Received	11,671.46	1.02015E+12	ACHCPAYMENTUS	5/18/2022
ACH Credit Received	1,794.67	2.01752E+14	ACHCSTATE OF FLO	5/18/2022
ACH Credit Received	153.00	2.01752E+14	ACHCSTATE OF FLO	5/18/2022
ACH Credit Received	20.00	2.01752E+14	ACHCSTATE OF FLO	5/18/2022
ACH Credit Received	263.12	2.01752E+14	ACHCSTATE OF FLO	5/18/2022
ACH Credit Received	60.00	8.78824E+12	ACHCGLOBAL PAYME	5/18/2022
ACH Credit Received	950.02	8.78824E+12	ACHCGLOBAL PAYME	5/18/2022
ACH Credit Received	795.32	8.78824E+12	ACHCGLOBAL PAYME	5/18/2022
ACH Credit Received	289,866.17	AP0001730265	ACHCDE Florida O	5/19/2022
ACH Credit Received	562.14	339514601	ACHCPAYMENTUS CO	5/19/2022
ACH Credit Received	17,653.94	1.02017E+12	ACHCPAYMENTUS	5/19/2022
ACH Credit Received	61,720.67	2.01752E+14	ACHCSTATE OF FLO	5/19/2022
ACH Credit Received	55,102.70	2.01752E+14	ACHCSTATE OF FLO	5/19/2022
ACH Credit Received	568.49	2.01752E+14	ACHCSTATE OF FLO	5/19/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	5/19/2022
ACH Credit Received	100.00	8.78824E+12	ACHCGLOBAL PAYME	5/19/2022
ACH Credit Received	14,385.27	8.78824E+12	ACHCGLOBAL PAYME	5/19/2022
Deposit	1,761.27		DP0002104264168I	5/19/2022
Deposit	1,847.19		DP0002104264166I	5/19/2022
Deposit	77,061.62		ICLD02401450087I	5/19/2022
Deposit	122,829.75		ICLD02401777074I	5/19/2022
ACH Credit Received	1,627.69	339817733	ACHCPAYMENTUS CO	5/20/2022
ACH Credit Received	21,249.61	1.02019E+12	ACHCPAYMENTUS	5/20/2022
ACH Credit Received	55.40	185116-73414	ACHCGas South	5/20/2022
ACH Credit Received	186.50	2000008797	ACHCPEOPLES GAS	5/20/2022
ACH Credit Received	303.24	2000008797	ACHCPEOPLES GAS	5/20/2022
ACH Credit Received	406.60	8.78824E+12	ACHCGLOBAL PAYME	5/20/2022
ACH Credit Received	42.80	8.78824E+12	ACHCGLOBAL PAYME	5/20/2022
ACH Credit Received	404.70	8.78824E+12	ACHCGLOBAL PAYME	5/20/2022
ACH Credit Received	10,576.71	8.78824E+12	ACHCGLOBAL PAYME	5/20/2022
Deposit	905.75		DP0002105320916I	5/20/2022
Deposit	7,688.76		ICLD02402023951I	5/20/2022
ACH Credit Received	52.12	340104763	ACHCPAYMENTUS CO	5/23/2022
ACH Credit Received	20,106.74	1.02021E+12	ACHCPAYMENTUS	5/23/2022
ACH Credit Received	5.00	2.01752E+14	ACHCSTATE OF FLO	5/23/2022
ACH Credit Received	236.25	2.01752E+14	ACHCSTATE OF FLO	5/23/2022
ACH Credit Received	30.00	2.01752E+14	ACHCSTATE OF FLO	5/23/2022
ACH Credit Received	30.00	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022
ACH Credit Received	42.80	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022
ACH Credit Received	409.28	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022

ACH Credit Received	545.70	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022
ACH Credit Received	868.55	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022
ACH Credit Received	170.40	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022
ACH Credit Received	90.00	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022
ACH Credit Received	378.92	8.78824E+12	ACHCGLOBAL PAYME	5/23/2022
Deposit	768.22		DP0002106886505I	5/23/2022
Deposit	16,171.51		ICLD02403100393I	5/23/2022
Interest Credit	162.39		CNIT000000000000	5/23/2022
ACH Credit Received	1,020.67	340291550	ACHCPAYMENTUS CO	5/24/2022
ACH Credit Received	132.64	340291562	ACHCPAYMENTUS CO	5/24/2022
ACH Credit Received	37.47	340423134	ACHCPAYMENTUS CO	5/24/2022
ACH Credit Received	172.46	340613578	ACHCPAYMENTUS CO	5/24/2022
ACH Credit Received	7,766.04	1.02026E+12	ACHCPAYMENTUS	5/24/2022
ACH Credit Received	65,065.81	1.02026E+12	ACHCPAYMENTUS	5/24/2022
ACH Credit Received	12,880.91	1.02026E+12	ACHCPAYMENTUS	5/24/2022
ACH Credit Received	215.83	2.01752E+14	ACHCSTATE OF FLO	5/24/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	5/24/2022
ACH Credit Received	334.11	8.78824E+12	ACHCGLOBAL PAYME	5/24/2022
Deposit	521.20		DP0002108328434I	5/24/2022
Deposit	24,825.30		ICLD02403616177I	5/24/2022
Miscellaneous Credit	1,734.01		MSCR000000000111	5/24/2022
ACH Credit Received	149.18	340861586	ACHCPAYMENTUS CO	5/25/2022
ACH Credit Received	5,067.38	1.02027E+12	ACHCPAYMENTUS	5/25/2022
ACH Credit Received	384.50	2.01752E+14	ACHCSTATE OF FLO	5/25/2022
ACH Credit Received	213.00	8.78824E+12	ACHCGLOBAL PAYME	5/25/2022
ACH Credit Received	792.21	8.78824E+12	ACHCGLOBAL PAYME	5/25/2022
Deposit	1,635.07		DP0002100188422I	5/25/2022
Deposit	3,432.96		ICLD02404164203I	5/25/2022
Miscellaneous Credit	4,702.23		MSCR000000000111	5/25/2022
ACH Credit Received	158.33	341159070	ACHCPAYMENTUS CO	5/26/2022
ACH Credit Received	19,111.37	1.02029E+12	ACHCPAYMENTUS	5/26/2022
ACH Credit Received	587.27	8.78824E+12	ACHCGLOBAL PAYME	5/26/2022
ACH Credit Received	293.75	8.78824E+12	ACHCGLOBAL PAYME	5/26/2022
Deposit	1,160.04		ICLD02404385364I	5/26/2022
Deposit	1,471.19		DP0002101035818I	5/26/2022
Miscellaneous Credit	801.12		MSCR000000000111	5/26/2022
ACH Credit Received	25,911.90	CITY OF ZEPHYRH	ACHCPAYMENTUS	5/27/2022
ACH Credit Received	295.63	341414906	ACHCPAYMENTUS CO	5/27/2022
ACH Credit Received	230,167.36	2.01752E+14	ACHCSTATE OF FLO	5/27/2022
ACH Credit Received	135,348.61	2.01752E+14	ACHCSTATE OF FLO	5/27/2022
ACH Credit Received	465.36	2.01752E+14	ACHCSTATE OF FLO	5/27/2022
ACH Credit Received	37.76	8.78824E+12	ACHCGLOBAL PAYME	5/27/2022
ACH Credit Received	765.25	8.78824E+12	ACHCGLOBAL PAYME	5/27/2022
Deposit	823.23		DP0002102033150I	5/27/2022
Deposit	3,460.05		ICLD02404869642I	5/27/2022
Miscellaneous Credit	2,414.09		MSCR000000000111	5/27/2022

ACH Credit Received	4,715.59	CITY OF ZEPHYRH	ACHCPAYMENTUS	5/31/2022
ACH Credit Received	14,128.39	CITY OF ZEPHYRH	ACHCPAYMENTUS	5/31/2022
ACH Credit Received	14,488.46	CITY OF ZEPHYRH	ACHCPAYMENTUS	5/31/2022
ACH Credit Received	20,279.35	CITY OF ZEPHYRH	ACHCPAYMENTUS	5/31/2022
ACH Credit Received	609.00	341763714	ACHCPAYMENTUS CO	5/31/2022
ACH Credit Received	19,245.91	2.01752E+14	ACHCSTATE OF FLO	5/31/2022
ACH Credit Received	26,878.64	2.01752E+14	ACHCSTATE OF FLO	5/31/2022
ACH Credit Received	30.00	2.01752E+14	ACHCSTATE OF FLO	5/31/2022
ACH Credit Received	30.00	8.78824E+12	ACHCGLOBAL PAYME	5/31/2022
ACH Credit Received	1,099.01	8.78824E+12	ACHCGLOBAL PAYME	5/31/2022
ACH Credit Received	682.13	8.78824E+12	ACHCGLOBAL PAYME	5/31/2022
ACH Credit Received	340.34	8.78824E+12	ACHCGLOBAL PAYME	5/31/2022
ACH Credit Received	2,850.10	8.78824E+12	ACHCGLOBAL PAYME	5/31/2022
Deposit	354.23		DP0002103729838I	5/31/2022
Deposit	410.03		ICLD02406123927I	5/31/2022
Miscellaneous Credit	1,343.28		MSCR000000000111	5/31/2022
ACH Credit Received	5,847.98	CITY OF ZEPHYRH	ACHCPAYMENTUS	6/1/2022
ACH Credit Received	127.12	341882415	ACHCPAYMENTUS CO	6/1/2022
ACH Credit Received	191.53	342199928	ACHCPAYMENTUS CO	6/1/2022
ACH Credit Received	173.49	342405189	ACHCPAYMENTUS CO	6/1/2022
ACH Credit Received	1,890.70	2676080	ACHCCC TM PA LLC	6/1/2022
ACH Credit Received	264,528.87	2.01752E+14	ACHCSTATE OF FLO	6/1/2022
ACH Credit Received	545.70	8.78824E+12	ACHCGLOBAL PAYME	6/1/2022
Deposit	1,418.09		DP0002105428172I	6/1/2022
Deposit	14,123.11		ICLD02406348506I	6/1/2022
Miscellaneous Credit	1,959.05		MSCR000000000111	6/1/2022
ACH Credit Received	6,556.36	CITY OF ZEPHYRH	ACHCPAYMENTUS	6/2/2022
ACH Credit Received	2,702.88	342752041	ACHCPAYMENTUS CO	6/2/2022
ACH Credit Received	33,475.53	2.01752E+14	ACHCSTATE OF FLO	6/2/2022
ACH Credit Received	603.24	2.01752E+14	ACHCSTATE OF FLO	6/2/2022
ACH Credit Received	411.42	8.78824E+12	ACHCGLOBAL PAYME	6/2/2022
ACH Credit Received	1,546.89	8.78824E+12	ACHCGLOBAL PAYME	6/2/2022
ACH Credit Received	1,228.04	8.78824E+12	ACHCGLOBAL PAYME	6/2/2022
ACH Credit Received	2,400.00	8.78824E+12	ACHCGLOBAL PAYME	6/2/2022
ACH Credit Received	378.38	8.78824E+12	ACHCGLOBAL PAYME	6/2/2022
Deposit	2,279.37		DP0002106544269I	6/2/2022
Deposit	8,495.58		ICLD02406898970I	6/2/2022
Miscellaneous Credit	2,027.10		MSCR000000000111	6/2/2022
ACH Credit Received	89,026.96	CITY OF ZEPHYRH	ACHCPAYMENTUS	6/3/2022
ACH Credit Received	2,767.87	343066434	ACHCPAYMENTUS CO	6/3/2022
ACH Credit Received	30.00	8.78824E+12	ACHCGLOBAL PAYME	6/3/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	6/3/2022
ACH Credit Received	410.35	8.78824E+12	ACHCGLOBAL PAYME	6/3/2022
ACH Credit Received	6,074.28	8.78824E+12	ACHCGLOBAL PAYME	6/3/2022
ACH Credit Received	2,024.52	8.78824E+12	ACHCGLOBAL PAYME	6/3/2022
Miscellaneous Credit	2,911.48		MSCR000000000111	6/3/2022
ACH Credit Received	36,429.02	CITY OF ZEPHYRH	ACHCPAYMENTUS	6/6/2022

ACH Credit Received	477.51	343338494 ACHCPAYMENTUS CO	6/6/2022
ACH Credit Received	606.41	2.01752E+14 ACHCSTATE OF FLO	6/6/2022
ACH Credit Received	55.00	2.01752E+14 ACHCSTATE OF FLO	6/6/2022
ACH Credit Received	1,919.61	8.78824E+12 ACHCGLOBAL PAYME	6/6/2022
ACH Credit Received	3,152.72	8.78824E+12 ACHCGLOBAL PAYME	6/6/2022
ACH Credit Received	1,600.00	8.78824E+12 ACHCGLOBAL PAYME	6/6/2022
ACH Credit Received	241.78	8.78824E+12 ACHCGLOBAL PAYME	6/6/2022
ACH Credit Received	1,303.38	8.78824E+12 ACHCGLOBAL PAYME	6/6/2022
Deposit	799.40	DP0002100603791I	6/6/2022
Deposit	2,854.74	DP0002100603789I	6/6/2022
Deposit	4,061.37	ICLD02408597246I	6/6/2022
Deposit	22,969.91	ICLD02408597211I	6/6/2022
Miscellaneous Credit	4,338.08	MSCR000000000111	6/6/2022
ACH Credit Received	6,003.39	CITY OF ZEPHYRH ACHCPAYMENTUS	6/7/2022
ACH Credit Received	19,166.25	CITY OF ZEPHYRH ACHCPAYMENTUS	6/7/2022
ACH Credit Received	26,044.54	CITY OF ZEPHYRH ACHCPAYMENTUS	6/7/2022
ACH Credit Received	290.15	2005 ACHCPASCOTAX	6/7/2022
ACH Credit Received	173.23	343751172 ACHCPAYMENTUS CO	6/7/2022
ACH Credit Received	233.68	343936041 ACHCPAYMENTUS CO	6/7/2022
ACH Credit Received	353.10	8.78824E+12 ACHCGLOBAL PAYME	6/7/2022
Deposit	2,155.38	DP0002102007590I	6/7/2022
Deposit	9,260.22	ICLD02408916654I	6/7/2022
Miscellaneous Credit	3,196.12	MSCR000000000111	6/7/2022