CITY COUNCIL MEETING
ZEPHYRHILLS, FLORIDA

Monday, July 11, 2022
6:00 PM

Zephyrhills City Hall **Council Chambers**

Call to Order – Council President Jodi Wilkeson
Roll Call – City Clerk Lori Hillman
Invocation – Pastor Denise Lay First Presbyterian
Pledge of Allegiance – Council President Jodi Wilkeson

1. BUSINESS ITEMS/CITY MANAGER'S REPORT
   - 1.1 Award Contract 37-22-07 to Wharton-Smith for Hercules Park Construction - Construction Management
     1. Hercules CM Agreement
   - 1.2 Northstar Place Branding & Marketing Letter of Agreement
     1. Zephyrhills, FL + North Star LOA
2. CITIZEN COMMENTS
   - 2.1 Kim Earle - 37741 Phelps Road - Flooding from Trotter's Crossing
   - 2.2 Eileen Westermann - 5522 17th Street - Clock Plaza
   - 2.3 Main Street Zephyrhills Presentation

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

3. NOTED ITEMS

   3.1 Depository 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.**

City Council Meeting
July 11, 2022

Action Item

BUSINESS ITEMS/CITY MANAGER'S REPORT 1.1

Award Contract 37-22-07 to Wharton-Smith for Hercules Park Construction - Construction Management

Issue:

Request Council approval of Wharton-Smith, Inc, for Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a fee with a Guaranteed Maximum Price.

Background:

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 the Tampa Bay Times and BidNet Direct. On May 12, 2022, the City received three (3) solicitation responses: A.D. Morgan, Phinazee Construction, and Wharton-Smith.
The Evaluation Committee which consisted of Gail Hamilton, John Bostic, Shane LeBlanc, and Rodney Corriveau met and ranked Wharton-Smith, Inc. the top firm. Wharton-Smith will be working closely with Kimley-Horn & Associates on the design of Hercules Park. Attached for consideration is the AIA Agreement with Wharton-Smith for a guaranteed price for construction of Hercules Park. The contract is a standard AIA agreement that provides for maximum price,pre-construction services, project schedule, cost estimates, subcontractors and suppliers, procurement, construction services, City's responsibilities, contractor's responsibilities, compensation for reconstruction services, compensation for construction services, dispute resolution, and termination.

Attachment(s):

1. Hercules CM Agreement

Fiscal Impact:

Funding for Hercules Park is budgeted in the current FY 2022/2023 Annual Budget.

Staff Recommendation:

Based on the review by the Evaluation Committee, staff recommends Council approve award of contract to Wharton-Smith, Inc. for Construction Management.

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 11th day of July in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Zephyrhills , a Florida municipal corporation
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0000
Fax Number: (813) 780-0005

and the Construction Manager:
(Name, legal status, address, and other information)

Wharton-Smith, Inc., a Florida corporation
4912 W La Salle St.
Tampa, FL 33607
Telephone Number: (813) 288-0068
Fax Number: (813) 288-0371

for the following Project:
(Name, location, and detailed description)

The Architect:
(Name, legal status, address, and other information)

Kimley-Horn and Associates, Inc., a Foreign corporation
201 North Franklin Street
Suite 1400
Tampa, FL 33602
Telephone Number: (813) 620-1460

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

Within 30 days of the Owner's issuance of a notice to proceed.

.3 Substantial Completion date or dates:

To be determined upon establishment of the Guaranteed Maximum Price.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

See bid packet and Contractor response.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Shane LeBlanc, Public Works Director
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0022 ext 3561

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Same as 1.1.8

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

Kimley-Horn and Associates, Inc., a Foreign corporation

201 North Franklin Street
Suite 1400
Tampa, FL 33602
Telephone Number: (813) 620-1460

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Tom Larossi
4912 W La Salle Street
Tampa, FL 33607-3810
Telephone Number: (813) 436-6521

Email Address: tiarossi@whartonsmith.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

AS REQUIRED TO MEET DELIVERABLES.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

AS REQUIRED TO MEET DELIVERABLES.

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the

Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers
§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement
The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services
Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See bid packet and Contractor's response.

§ 3.2 Guaranteed Maximum Price Proposal
§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- **.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- **.2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- **.3** A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- **.4** The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- **.5** A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration
§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES
§ 4.1 Information and Services Required of the Owner
§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 5.1 Compensation
§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

.75% of the GMP - .75% of anticipated GMP of $4,200,000.00 = $31,500.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	**Rate**
N/A	N/A

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within the agreed upon schedule which is to be determined t, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five(45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

1 % 12% per year

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5% of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Based on mutually agreed upon change orders.

Init.

/

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Mark up to 15% for overhead and profit, including bond. Sub-subcontract costs shall be marked up at 5% including overhead and bond.

§ 6.1.5 Deleted.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

$1,000.00 per day.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE
§ 7.1 Costs to Be Reimbursed
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ **7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ **7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs
§ **7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ **7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ **7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

TO BE DETERMINED UPON ESTABLISHMENT OF THE GMP.

§ **7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ **7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ **7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ **7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ **7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ **7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies
§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions
§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed
§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the

Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General conditions, insurance, and bond.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

5% at 50% complete, at owners discression.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage will be released when final punch list is completed.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1% Per month Or, 12% annually

ARTICLE 12 DISPUTE RESOLUTION
§ 12.1 Initial Decision Maker
§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- **.1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- **.2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- **.3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Total cost incurred plus pro-rata fee

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ($ 1,000,000.00) for each occurrence and ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($ 2,000,000.00) each accident, ($ 1,000,000.00) each employee, and ($ 2,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	**Limits**
N/A	N/A

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Bid Packet	Request for Qualifications 32-22-02	4/10/2022	39
Bid Response by Contractor		5/5/2022	
	CMS FOR HERCULES PARK		68

7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Jodi Wilkeson, City Council President	Tom Larossi, Vice President
(Printed name and title)	*(Printed name and title)*

Additions and Deletions Report for

AIA® Document A133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:43:37 ET on 06/23/2022.

PAGE 1

AGREEMENT made as of the 11th day of July in the year 2022

...

City of Zephyrhills , a Florida municipal corporation
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0000
Fax Number: (813) 780-0005

...

Wharton-Smith, Inc., a Florida corporation
4912 W La Salle St.
Tampa, FL 33607
Telephone Number: (813) 288-0068
Fax Number: (813) 288-0371

...

Kimley-Horn and Associates, Inc., a Foreign corporation
201 North Franklin Street
Suite 1400
Tampa, FL 33602
Telephone Number: (813) 620-1460

PAGE 3

TBD

...

Within 30 days of the Owner's issuance of a notice to proceed.

...

To be determined upon establishment of the Guaranteed Maximum Price.

...

N/A

...

N/A

...

N/A

...

See bid packet and Contractor response.

...

Shane LeBlanc, Public Works Director
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0022 ext 3561

PAGE 4

Same as 1.1.8

...

Kimley-Horn and Associates, Inc., a Foreign corporation

...

201 North Franklin Street

...

Suite 1400

...

Tampa, FL 33602

...

Telephone Number: (813) 620-1460

...

Tom Larossi
4912 W La Salle Street
Tampa, FL 33607-3810
Telephone Number: (813) 436-6521

Email Address: tiarossi@whartonsmith.com

...

AS REQUIRED TO MEET DELIVERABLES.

PAGE 5

AS REQUIRED TO MEET DELIVERABLES.

...

N/A

PAGE 8

See bid packet and Contractor's response.

PAGE 11

.75% of the GMP - .75% of anticipated GMP of $4,200,000.00 = $31,500.00

...

N/A N/A

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~( ) months of the date of this Agreement,~~ the agreed upon schedule which is to be determined t, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five(45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

1 % 12% per year

...

5% of the Cost of the Work

...

Based on mutually agreed upon change orders.

PAGE 12

Mark up to 15% for overhead and profit, including bond. Sub-subcontract costs shall be marked up at 5% including overhead and bond.

...

§ 6.1.5~~Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.~~Deleted.

...

$1,000.00 per day.

PAGE 13

TO BE DETERMINED UPON ESTABLISHMENT OF THE GMP.

PAGE 17

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 18

10%

...

General conditions, insurance, and bond.

...

5% at 50% complete, at owners discression.

...

Retainage will be released when final punch list is completed.

PAGE 19

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment.

PAGE 20

1% Per month ~~%~~ Or, 12% annually

...

[X] Litigation in a court of competent jurisdiction

PAGE 22

Total cost incurred plus pro-rata fee

PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ($ 1,000,000.00) for each occurrence and ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($ 2,000,000.00) each accident, ($ 1,000,000.00) each employee, and ($ 2,000,000.00) policy limit.

...

N/A N/A

PAGE 24

N/A

...

[X] Supplementary and other Conditions of the Contract:

...

Bid Packet	Request for Qualifications 32-22-02	4/10/2022	39
Bid Response by Contractor	CMS FOR HERCULES PARK	5/5/2022	68

...

~~.7~~ 7 Other documents, if any, listed below:

PAGE 25

Jodi Wilkeson, City Council President

Tom Larossi, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:43:37 ET on 06/23/2022 under Order No. 2114337105 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

___

(Signed)

___

(Title)

___

(Dated)

City Council Meeting
July 11, 2022

Action Item

BUSINESS ITEMS/CITY MANAGER'S REPORT 1.2

Northstar Place Branding & Marketing Letter of Agreement

Issue:

Brand Research and Development for the City of Zephyrhills

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.

On June 13, 2022, City Council approved the ranking results and directed staff to start negotiations with the number one ranked firm, which was North Star Place Branding and Marketing.

The firm's proposed project timeline is 34 weeks, encompassing market research, brand strategy, creative development, and action & implementation.

The City envisions project success of this re-brand to include:

- A consistent, cohesive brand image, personality and message.
- A more engaged and informed community.
- A universal message and image that all departments can use to communicate efficiently and effectively.
- A brand that adds value to the city while defining who we are as a community and the dynamic future we are creating.
- A stronger sense of community that engages and attracts residents, promotes economic development, encourages civic engagement, and boosts tourism.

Attachment(s):

1. Zephyrhills, FL + North Star LOA

Fiscal Impact:

Cost not to exceed $68,000.
Breakdown:
Phase I: Research, Insights & Strategy ($30,000)
Phase II & Phase III: Creative, Action + Implementation ($34,000)
Travel ($4,000)

Note: Additional "downstream" marketing communication services and materials may need to be funded in forthcoming budget cycles (i.e. video production, local promotional or outside market recruiting campaigns, economic development marketing and materials/collateral)

Staff Recommendation:

Approve the letter of agreement between Northstar Place Branding & Marketing and the City of Zephyrhills.

LETTER OF AGREEMENT BETWEEN THE CITY OF ZEPHYRHILLS, FL AND NORTH STAR PLACE BRANDING & MARKETING

1. This is written to detail the terms of an Agreement whereby The Burdette Agency, Inc., d/b/a, North Star Place Branding & Marketing (hereinafter referred to as North Star) is to develop a BrandPrint™ for the the City of Zephyrhills (hereinafter also referred to as the Client) under the general direction of and for the benefit of the Client.

2. North Star's compensation will be derived from the sources below:

    a. North Star will provide brand research and development for the Client. The general outline of such a document is attached as part of the Contract as Exhibit A.

    b. A fee of $68,000 will be paid to North Star for third party research expenditures of $3,000, travel of $4,000 and for time involved in the production of a BrandPrint™ which is not to exceed three hundred and twenty-nine (329) hours. The agreed upon maximum three hundred and twenty-nine (329) hours to be dedicated to the project will be the governing factor in the depth of the Document. North Star expects to complete the scope of work within this allotment of hours and will not exceed the maximum number of hours for the project outlined in Exhibit A or the time period forecasted (34 weeks + a 4-week cushion = 38 weeks in total).

    c. Any additional requests of North Star beyond the agreed upon Document and designated hours will be billed at the blended rate of $185.00 per hour. Should additional work be requested, for work beyond the scope of this Agreement, North Star will receive written approval of the additional related cost prior to initiating work.

3. North Star will invoice the Client $22,666.66 at the beginning of the project. The next 33% ($22,666.67) will be invoiced at the completion of the Research and Strategy Presentation. The remaining 33% ($22,666.67) will be invoice at project completion. Travel is included in the total of the contract. A service charge of 1-1/2% (18% per annum) will be charged on all sums not paid within a 30-day period after the date of billing. The Client agrees to pay all costs of collection and a reasonable attorney's fee incurred in the collection of past due accounts.

4. Notwithstanding any other provisions hereof, North Star or the Client may terminate this Agreement at any time upon fifteen days written notice to either parties. If termination of the Agreement is requested by the Client prior to completion of the Document, the Client will remain responsible for payment of all hours involved in the preparation of the Document prior to said termination at a rate of $185.00 per hour. Client will be responsible for payment of any outside cost incurred prior to the termination including costs of materials ordered or delivered thereafter if North Star is unable to halt such delivery. Under no circumstances will North Star be obligated to breach any lawful contractual commitment to others.

5. Upon termination of this Agreement, North Star shall transfer, assign and make available to the Client, or its representatives, all property and materials in its possession or control belonging to the Client and paid for by the Client. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, North Star and Client agree that for the purposes of this order the material shall be a work made for hire and the property of the Client. In the event that the material which is the subject of this Agreement

is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event North Star hereby assigns all right, title and interest to said material to Client for the fees specified herein. Concepts, logos and straplines not selected by the Client remain the intellectual property of North Star.

6. The Client agrees to cooperate with North Star in the performance of the Services, including meeting with North Star and providing North Star with such non-confidential information that the Client may have that may be relevant and helpful to North Star's performance of the Services. It may be necessary for the Client to share trade secrets and/or other confidential and/or proprietary information or matter with North Star. The parties agree that such information and the materials referenced in the contract, the results and developments therefrom are confidential and/or proprietary information belonging to the Client.

   North Star agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. North Star will be responsible for its employees or agents complying with the provisions of this Agreement.

7. Stock photography and typography used for the demonstration of creative concepts is not to be reproduced or published in any way without the Client first negotiating and paying for usage rights with the appropriate stock image or typography provider.

8. To ensure that the recommended strapline (tagline) is available for use and capable of being trademarked, North Star will conduct a trademark registration search with the United States Patent and Trademark Office via their web site: http://www.uspto.gov/main/trademarks.htm. North Star will report any records found relating to the strapline. While North Star can make introductions to intellectual property attorneys and suggest steps to take, the pursuit of an official, legally-binding trademark is the responsibility of the Client. Concepts, logos and straplines not selected by the Client remain the intellectual property of North Star.

9. This Agreement may be modified only upon the written and mutual consent of both parties. This Agreement and the documents referenced herein embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements either verbal or written, between the parties. This procurement is being conducted on behalf of and may be used by other public bodies, agencies, institutions and localities of the several states, territories of the United States and the District of Columbia with the consent of the Contractor.

City of Zephyrhills, FL	North Star Place Branding & Marketing
______________________	______________________
City Representative	Will Ketchum President
______________________	______________________
Date	Date

EXHIBIT A - SCOPE OF WORK

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 neighborhoods, centers of activity, 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, economic development and Chamber officials, 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:	*For whom Zephyrhills has the most appeal*
Frame of reference:	*Geographic context of Zephyrhills*
Point of difference:	*What makes Zephyrhills special.*
Benefit:	*Why it should matter to the consumer.*

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: *For those who value seeing their horizon and helping shape it,*

Frame of reference:	*Marshall – home to Southwest Minnesota State University and homegrown global brands,*
Point of difference:	*is the community that cultivates the best in us*
Benefit:	*with an energy and optimism that make a difference for your family.*

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 by staff and City Council 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 a 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 high level 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.

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 38 weeks (34 weeks plus a 4 week cushion for scheduling difficulties), 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.

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 Council Meeting
July 11, 2022

Information Only

CITIZEN COMMENTS 2.3

Main Street Zephyrhills Presentation

Issue:

Background:

Attachment(s):
None

Fiscal Impact:

Staff Recommendation:

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	6,411.01	CITY OF ZEPHYRH	ACHCPAYMENTUS	6/22/2022
ACH Credit Received	310.29	348140333	ACHCPAYMENTUS CO	6/22/2022
ACH Credit Received	288.86	348301879	ACHCPAYMENTUS CO	6/22/2022
ACH Credit Received	409.10	348789220	ACHCPAYMENTUS CO	6/22/2022
ACH Credit Received	55,990.45	2.02E+14	ACHCSTATE OF FLO	6/22/2022
ACH Credit Received	272.85	8.79E+12	ACHCGLOBAL PAYME	6/22/2022
ACH Credit Received	658.05	8.79E+12	ACHCGLOBAL PAYME	6/22/2022
ACH Credit Received	2,400.00	8.79E+12	ACHCGLOBAL PAYME	6/22/2022
ACH Credit Received	675.70	8.79E+12	ACHCGLOBAL PAYME	6/22/2022
Deposit	1,388.44		DP0002105640794I	6/22/2022
Deposit	18,968.04		ICLD02405713854I	6/22/2022
Miscellaneous Credit	3,308.01		MSCR000000000111	6/22/2022
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Check Paid	461.75	208488	CK0002902552282I	6/22/2022
Check Paid	200.00	208492	CK0002903187584I	6/22/2022
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ACH Credit Received	1,043.91	349156391	ACHCPAYMENTUS CO	6/23/2022
ACH Credit Received	318.50	2.02E+14	ACHCSTATE OF FLO	6/23/2022
ACH Credit Received	334.11	8.79E+12	ACHCGLOBAL PAYME	6/23/2022
ACH Credit Received	5,312.55	8.79E+12	ACHCGLOBAL PAYME	6/23/2022
ACH Credit Received	462.50	8.79E+12	ACHCGLOBAL PAYME	6/23/2022
Deposit	1,389.07		DP0002106698267I	6/23/2022
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ACH Credit Received	161.75	2.02E+14	ACHCSTATE OF FLO	6/24/2022
ACH Credit Received	215.83	2.02E+14	ACHCSTATE OF FLO	6/24/2022
ACH Credit Received	660.00	3804	ACHC10L GOVDEALS	6/24/2022
ACH Credit Received	830.38	8.79E+12	ACHCGLOBAL PAYME	6/24/2022
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Deposit	18,033.96		ICLD02406718084I	6/24/2022
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