



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, August 8, 2022
6:00 PM**

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

**Please join the GoToMeeting
from your computer, tablet or smartphone:**
<https://meet.goto.com/445565325>

or dial in using your phone:
+1 (224) 501-3412 - Access Code: 445-565-325

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Jodi Wilkeson

Roll Call – City Clerk Lori Hillman

Invocation – Pastor Mike Jayne, Faith Baptist Church

Pledge of Allegiance – Council President Jodi Wilkeson

1. CONSENT ITEMS

1.1 Approval of June 13, 2022 Regular Meeting Minutes

1. M06-13-2022

1.2 Approval of June 27, 2022 Regular Meeting Minutes

1. M06-27-2022

1.3 Approval of July 18, 2022 Workshop Minutes

1. M07-18-2021 Budget Workshop
- 1.4 Appoint David Inman to Airport Authority Board
 1. Miller Ronald Form 1F
 2. Ron Inman Board Application
- 1.5 Approval of RCM Agreement No. 41-22-21 Three Year Renewal for Water & Wastewater Miscellaneous Construction/Maintenance Services
 1. 41-22-21 RCM Three Year Renewal
- 1.6 Approval of Killebrew Agreement No. 41-22-20 Three Year Renewal for Water & Wastewater Miscellaneous Construction/Maintenance Services
 1. 41-22-20 Killebrew Three Year Renewal
- 1.7 Approval of Ferguson Piggyback with Lee County Agreement No. 41-22-26 Three Year Extension for Water/Sewer/Irrigation Supplies
 1. 41-22 Ferguson-Lee County Piggyback Three Year Renewal
 2. Signed Notice of Intended Decision B210496ACN
 3. B210496ACN Fully Executed Contract OCR
- 1.8 2022 Audit Engagement Letter with Bodine Perry - One Year Extension
 1. 37-22-09 City of Zephyrhills
 2. 37-22-10 Zephyrhills CRA
2. BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT
 - 2.1 COMP Plan 2035 Presentation
 1. Slides_CCCommunityConversations_PlanZH2035_2022_0803
3. CITY MANAGER'S REPORT
 - 3.1 Award Bid No.11-22-06 for Dairy Road Extension Guardrail and Retaining Wall Construction
 1. Consent Item-Dairy Road Hand Guard Rails (1)
 - 3.2 Approval of Agreement No. 25-22-04 with B.R.W. Contracting for Dairy Road Extension Guardrail and Retaining Wall Construction
 1. 17704350v1 - Agreement-Dairy Rd Hand Guard Rails
 2. Exhibit A Bid 11-22-05
 3. Exhibit B Contractor's Response
4. CITY ATTORNEY'S REPORT
 - 4.1 First Reading **Ordinance No. 1440-22 - ORDINANCE NO. 1440-22 "AN**

ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM CITY MU (MIXED USE) TO RU (RESIDENTIAL URBAN) AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM C3 (GENERAL COMMERCIAL) TO R3 (MEDIUM DENSITY RESIDENTIAL, FOR A PORTION OF PARCELS 04-26-21-0010-03000-0100 AND 14-26-21-0010-03000-0101; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."

1. Ordinance 1440-22 Hood Family Trust FLU Amendment and Rezoning of 38624 B. Avenue
2. Existing Zoning (1) (1)
3. Hood_EFLUMap (1)
4. Location Map_Hood (1)
5. STAFF REPORT-HOOD (1)

CITIZEN COMMENTS

- 1 Kim Earle - 37741 Phelps Road Update

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

ADJOURN

5. NOTED ITEMS

5.1 Depository Deposit Listing

1. City of Zephyrhills Bank Depository

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

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on June 13, 2022 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (408) 650-3123 - Access Code: 972-862-069.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utility Director John Bostic, Finance Director Ted Beason, Public Information Officer Kevin Weiss, CRA Director Gail Hamilton, Senior Planner Rodney Corriveau, Historic Preservation Specialist and Community Planner Audrey McGuire, Police K9 Officer Emile Limoges, Police Patrol Officers Seth Healy, Joe Rinaldo, Steven Chimeri and Solomon Maldonado, and Finance Supervisor Jessica Carter.

Pastor David Huff delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Flag Day Proclamation

Finance Supervisor Jessica Carter read aloud the Flag Day Proclamation that was presented to Regents of the Echebucassa Chapter NSSDA Vice Regent Marie Wunderlich by Mayor Whitfield.

1.2 Charles Proctor Proclamation

Charles Proctor read aloud a proclamation recognizing Sam Turgeon for his dedicated commitment and contributions to our home town community that was presented to Mr. Turgeon by Mayor Whitfield.

2. CONSENT ITEMS

2.1 Appointment of Board Members

2.2 DEP 50/50 Grant – South 301, Wastewater Redevelopment Project

2.3 Public Works Roll-Off Truck Purchase – Florida Sheriffs’ Association FSA-VEH18.0

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

2.5 BerryDunn Consulting Contract 37-22-06 Modification

Lance Smith moved to approve the Consent Items. Seconded by Kenneth Burgess. Motion passed unanimously.

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 Sarah Vande Berg Tennis Center Housing Developer's Agreement No. 41-22-01 Second Reading SVB Housing, LLC’s Healthier Stay Planned Unit Development (PUD) consists of approximately 10.15 Acres MOL (Parcel No’s. 04-26-21-0000-00200-0012 and 04-26-21-0000-00200-0011) and is generally located on the west side of Simons Road, north of Crestview Landing Way. Estimated Population Density of the Development is 6.8 persons per acre. Proposed uses include: a mix of single-family and townhomes at 14.0 units per acre and a maximum height of 2 stories; a 32,235 sq. ft. dormitory building (29 units) with a maximum height of 3 stories; a +/- 22,500 sq. ft. mixed-use medical/office/residential building with a maximum height of 48 feet; and a +/-27,300 sq. ft. Indoor Multi-Purpose Recreation/Tennis Facility with a maximum height of 48 feet.

City Attorney Matthew Maggard read the Sarah Vande Berg Tennis Center Housing Developer’s Agreement No. 41-22-01 by title. A public hearing was held and there were no comments from the floor.

Charles Proctor moved to approve Business Item 3.1 on the Second Reading. Seconded by Alan Knight. Motion passed unanimously.

3.2 First Reading **ORDINANCE NO. 1436-22 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS**

PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.”

City Attorney Matthew Maggard read Ordinance No. 1436-22 by title. Historic Preservation Specialist and Community Planner Audrey McGuire said this property consists of approximately five (5) acres located in unincorporated Pasco County in the Joint Planning Area (JPA) on the west side of Chancey Road, east of Kitty Hawk Drive and the Zephyrhills Municipal Airport. The annexation is consistent with Florida Statute 171, is contiguous to City boundaries, is reasonably compact in size, is not part of another municipality and will be utilized for urban purposes. Staff recommended approval. A public hearing was held and there were no comments from the floor.

Kenneth Burgess moved to approve Ordinance No. 1436-22 on the First Reading. Seconded by Lance Smith. Motion passed unanimously.

4. UTILITY DIRECTOR’S REPORT

4.1 Raftelis Presentation – Capacity Fees

Utility Director John Bostic introduced Tony Hairston with Raftelis to present a Utility Capacity Fee Study Overview.

Spoke from the floor: Tony Hairston, Vice President Raftelis – 341 Maitland Avenue – Maitland, FL

Mr. Hairston narrated a PowerPoint Presentation stating capacity fees are a one-time fee for additional sewer/water capacity demands associated with new growth and redevelopment that do not apply to existing meter customers. The purpose of capacity fees is to assign the growth-related capital costs to new development with new users paying their fair share of expansion/growth. Mr. Hairston highlighted major assumptions to include water system treatment/production capacity and flow, wastewater system treatment capacity and flow, existing level of service (gallons per day), existing investment in utility assets, planned future investment, a Water and Sewer Capacity Fee Comparison Chart for Single Family Residential and Existing and Proposed Water/Sewer Capacity Fees. He said if Council takes action, they will be helping growth continue to pay its way moving forward.

City Manager William Poe said City staff has had multiple conversations with Jones-Edmunds relating to the Water Use Permit (WUP) inclusive of the number of people per household. The City has 27% water capacity remaining and is working with SWFWMD to justify additional capacity.

Utility Director John Bostic plans to bring a Capacity Fee Resolution to Council on June 27th for implementation October 1, 2022.

5. PLANNING DIRECTOR’S REPORT

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

Planning Director Todd Vande Berg said the final plats for Abbott Square Phase 1A and 1B located on the west side of Simmons Road that surround the Sarah Vande Berg Tennis Center have been reviewed by staff. Phase 1A is located north of the retention pond abutting the northern edge of the tennis center comprising 101, one-story villa lots. Phase 1B is located south of Phase 1A comprising 65 residential lots. The plats have been reviewed by the City’s surveyor of record David Armstrong and are in compliance with Florida Statutes Chapter 177, Part 1. Staff has reviewed the final plats for conformance to the City’s Land Development Code (LDC), the City’s Subdivision Review Criteria Part 11.03.00 and have determined the infrastructure for both phases are complete and in conformance with the approved construction plans by an engineer of record. There will be no bonding on this project. He said left and right hand turn lanes are currently being placed at the southern entrance south of the Tennis Center.

Lance Smith moved to approve the Abbott Square Phase 1A and 1B Final Plats. Seconded by Kenneth Burgess. Motion passed unanimously.

6. CITY MANAGER'S REPORT

6.1 RFQ Branding Selection

City Manager William Poe stated on March 16, 2022, the City distributed a Request for Qualifications through Tampa Bay Times and BidNet Direct for Branding and Marketing Development Services. The Evaluation Committee consisting of Public Information Officer Kevin Weiss, CRA Director Gail Hamilton, Public Works Director Shane LeBlanc, Senior Planner Rodney Corriveau and Intern Tyler Williams met on May 11th to discuss and rank the solicitations received based on written responses. The top five (5) firms were interviewed and a final ranking was created. The City's purchasing department reviewed North Star Place Marketing & Branding's responses and references and confirmed the firm is responsible and responsive. City Manager William Poe recommended Council's approval for staff to begin negotiations with North Star Place Branding & Marketing.

Lance Smith moved to approve negotiations between City staff and North Star Place Branding & Marketing. If an agreement cannot be reached, staff will begin negotiations with the second and third ranked firms, respectively. Seconded by Alan Knight. Motion passed unanimously.

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

City Manager William Poe stated on April 10, 2022, the City distributed a Request for Qualifications through Tampa Bay Times and BidNet Direct for Construction Management Services of Hercules Park. The Evaluation Committee consisting of CRA Director Gail Hamilton, Utility Director John Bostic, Public Works Director Shane LeBlanc and Senior Planner Rodney Corriveau met on May 12th to discuss and rank the three (3) solicitations received based on written responses and park development experience as follows: 1). Wharton-Smith, 2). A.D. Morgan, and 3). Phinazee Construction. \$1M has been budgeted in FY 21-22 for Hercules Park improvements for a Construction Manager to assist with the design and value engineering. Staff recommended Council's approval of the rankings and direction to begin negotiations with the number one ranked firm, Wharton Smith.

Lance Smith moved to approve staff's recommendation for Business Item 6.2. Seconded by Kenneth Burgess. Motion passed unanimously.

7. CITY ATTORNEY'S REPORT

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

City Attorney Matthew Maggard read Ordinance No. 1437-22 by title. Historic Preservation Specialist and Community Planner Audrey McGuire said this is a small scale future land use map amendment with a 31 day appeal process after adoption. She said the applicant is requesting a comprehensive plan amendment to change the future land use classification from County Industrial-Light to City IN (Industrial). The future land use classification is consistent with Florida Statutes Chapter 163, the City's comprehensive plan, and the surrounding land uses in the area. The applicant is requesting a zoning designation change from County L1 (Light Industrial) to City L1 (Light Industrial). The request is consistent with the proposed future land use and will not create a spot zone or a situation for premature development. The property is suitable for development with no known wetlands or bodies of water, is not anticipated to have any negative impacts against City or County services, and it not impactful to any natural or historical resources. At the time of development, the applicant is required to work to preserve and relocate known gopher tortoise burrows on site through permitting with Florida Fish and Wildlife. Staff recommended approval.

Kenneth Burgess moved to approve Ordinance 1437-22 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously.

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

City Attorney Matthew Maggard read Ordinance No. 1438-22 by title. Historic Preservation Specialist and Community Planner Audrey McGuire said this property is .73 acres located east of US-301 on the north side of Kossik Road that was originally slated for higher density residential as part of the Zephyr Lakes/Abbott Park Planned Unit Development Master Plan. This property was sold to Zephyr Commons, LLC in 2008 and the PUD zoning was not changed. The applicant is requesting to amend the zoning designation from PUD (Planned Unit Development) to C2 (Community Commercial) for consistency with the commercial development to the south, directly to the west, and south side of Kossik Road.

Lance Smith moved to approve Ordinance 1438-22 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously.

7.3 First Reading **ORDINANCE NO. 1439-22 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OR ORDINANCES SECTION 150.01; AND AMENDING SUB-SECTIONS (C), (E) AND (J) OF SECTION 7.09.16 AND ADDING SECTON (L) REGARDING MINI-WAREHOUSING AND STORAGE UNITS; SECTIONS 2.01.03.12, 2.01.03.15, 2.01.03.17, 2.01.03.18, REGARDING ZONING CATEGORY FLOOR AREA INCREASE OF .5 TO 1.0, AMENDING TABLES 7.01.01 AND 7.02 REGARDING FLOOR AREA RATIO INCREASE OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1439-22 by title. Planning Director Todd Vande Berg proposed a text amendment to the City’s Land Development Code; specifically, Section 7.09.16 which refers to codes and regulations for mini-warehousing and storage units that has become outdated with the dramatic change in the market and architectural/design elements for indoor storage facilities. He provided a brief overview of the proposed amendments to increase the floor area ratio from .5 to 1.0, Table 7.01.01 (density area, height and bulk requirements) and Table 7.02 (development standards for a traditional city center).

Councilwoman Wilkeson directed staff to be cognizant of the location of these buildings as the City moves forward in the process of approving taller buildings.

Alan Knight moved to approve Ordinance 1439-22 on the First Reading. Seconded by Lance Smith. Motion passed unanimously.

7.4 Charter Review Committee Resolution No. 793-22

First Reading **RESOLUTION NO. 793-22 – “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE; ESTABLISHING A LIMITED PERIOD OF EXISTENCE; MEMBERSHIP; PROVIDING A STATEMENT OF DIRECTION; SETTING A FINAL COMMITTEE REPORT DATE; PROVIDING FOR REVIEW OF THE FINAL COMMITTEE REPORT AND A DECISION BY CITY COUNCIL ON WHAT RECOMMENDATIONS TO PLACE BEFORE THE VOTERS IN A REFERENDUM; AND PROVIDING FOR AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Resolution No. 793-22 by title. City Manager William Poe said Resolution No. 793-22 names the Mayor and Councilmembers as the Charter Review Committee for a limited period of 365 days or upon the completion of a final report whichever occurs first.

Charles Proctor moved to approve Resolution No. 793-22. Seconded by Alan Knight. Motion passed unanimously.

8. CITIZEN COMMENTS

Seth Healy - 6118 8th Street – Zephyrhills, FL

Mr. Healy said he represents the Police Departments Patrolman’s Union and thanked the Mayor and Councilmembers for their support in displaying “Back the Blue” signs. He said ZPD’s competitors in the area have received raises and as of October 1, 2022, these agencies will surpass ZPD. He asked Council to help the patrol officers make the easy choice to stay with ZPD rather than making a choice between the City they love and feeding their families. In closing, he said you don’t wait to pay the power bill until the lights get turned off. He asked Council to help keep the lights on.

MAYOR ANNOUNCEMENTS – Mayor Whitfield thanked the police department for what they do and said Mr. Healy’s words will be considered in conversations and deliberations.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe advised he will be out of the office Thursday, June 16th and Friday, June 17th attending the PRM Conference. He said staff is working on the upcoming budget with proposed state revenue numbers anticipated in July. A Budget Workshop will be scheduled with Council.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilman Proctor thanked the police officers for sitting through the long meeting to speak. He said everyone on Council supports the officers and said they will work together to do their best for all departments. He said the City has amazing employees and the only way you can keep them is to pay them well.

Councilman Knight recognized Finance Director Ted Beason and echoed Councilman Proctor’s sentiments.

Councilman Vice President Smith acknowledged the police patrolmen and said Council will do what they can through the budget process and thanked them for sitting through the meeting. He said he has been working with the Utility Director and City Manager to put together modeling for the water system to enter data and run variables looking toward the future.

Councilman Burgess echoed everyone’s sentiments. He said he supports the police officers 100% and is concerned with maintaining safety.

Council President Wilkeson echoed what everyone said and thanked Chief Brewer for the action he is taking to protect the citizens of our community. She will be looking very hard at ways to help fund the efforts of the union.

NOTED ITEMS

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

9.2 Bank Deposit Listing

Meeting adjourned: 7:34 p.m.

Submitted by Lori Hillman
(Not Present at Meeting)

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on June 27, 2022 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (408) 650-3123 - Access Code: 305-153-037.

President Wilkeson called the meeting to order at 6:00 p.m. Roll call was taken. Present were members Kenneth Burgess, Alan Knight, Charles Proctor, Lance Smith, Jodi Wilkeson and Mayor Whitfield. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utility Director John Bostic, CRA Director Gail Hamilton, Building Official Bill Burgess, Public Information Officer Kevin Weiss, Senior Planner Rodney Corriveau and Historic Preservation Specialist and Community Planner Audrey McGuire.

Associate Pastor Kendall Deford of the First Nazarene church of Zephyrhills delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Citizen Recognition

Mayor Gene Whitfield recognized Zephyrhills High School senior Chris LaRussa and his teacher Leanne John. Mayor Whitfield read aloud details of LaRussa's mission to obtain credits to graduate and teacher Leanne John's tenacity to help LaRussa accomplish his goal. Mayor Whitfield said LaRussa's hard work and determination to finish strong is something to be admired and will set him on a path of success in the future. Teacher Leanne John was praised for her personal commitment and support of LaRussa. Next to parents, teachers play a profound role in a student's life as they transition into adulthood. Mayor Whitfield read aloud and presented proclamations to Chris LaRussa and Leanne John.

2. CONSENT ITEMS

2.1 Notification to Council to Purchase Residential Backflow Preventers

2.2 Notification to Council to Purchase Manhole Rehabilitation Services from RCM Utilities

2.3 Public Safety and Public Services Access Easement (Dollar General)

2.4 Easement for Utilities (Dollar General)

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

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 Second Reading **ORDINANCE NO. 1436-22 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.”**

City Attorney Matthew Maggard read Ordinance 1436-22 by title. A public hearing was held and there were no comments from the floor.

Charles Proctor moved to approve Business Item 3.1 on the Second Reading. Seconded by Alan Knight. Motion passed unanimously.

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

City Attorney Matthew Maggard read Ordinance 1437-22 by title. A public hearing was

held and there were no comments from the floor. Historic Preservation Specialist and Community Planner Audrey McGuire noted a typo in the parcel number of Ordinance No. 1437-22 for the record. She said Parcel No. 18-26-21-0010-01100-0000 was corrected to 18-26-22-0010-01100-0000 in Ordinance No. 1437-22 for signature and advertising.

Alan Knight moved to approve Business Item 3.2 on the Second Reading. Seconded by Lance Smith. Motion passed unanimously.

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

City Attorney Matthew Maggard read Ordinance 1438-22 by title. A public hearing was held and there were no comments from the floor.

Kenneth Burgess moved to approve Ordinance 1438-22 on the Second Reading. Seconded by Lance Smith. Motion passed unanimously.

3.4 First Reading **ORDINANCE NO. 1439-22 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OR ORDINANCES SECTION 150.01; AND AMENDING SUB-SECTIONS (C), (E) AND (J) OF SECTION 7.09.16 AND ADDING SECTON (L) REGARDING MINI-WAREHOUSING AND STORAGE UNITS; SECTIONS 2.01.03.12, 2.01.03.15, AND 2.01.03.17, REGARDING ZONING CATEGORY FLOOR AREA INCREASE OF .5 TO 1.0, AMENDING TABLES 7.01.01 AND 7.02.00 REGARDING FLOOR AREA RATIO INCREASE OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance 1439-22 by title. A public hearing was held and there were no comments from the floor.

Charles Proctor moved to approve Ordinance 1439-22 on the Second Reading. Seconded by Alan Knight. Motion passed unanimously.

4. **FINANCE DIRECTOR’S REPORT**

4.1 Budget Amendments

City Manager William Poe said during the FY 21-22 budget process, it was agreed that once the two Police Department vacancies were filled, a third position would be funded from contingency. The contingency budget was reduced by \$68,059 and police salaries were increased by \$68,059.

City Manager William Poe said the City’s insurance provider, PRM, has agreed to purchase a firearms simulator (known as DART) for a 50/50, \$5,000 match with the City. An anonymous donor has provided the required \$5,000. He requested Council’s acceptance of the \$5,000 donation and a \$5,000 increase in the police department’s budget to purchase the simulator for officer training.

Lance Smith moved to approve Business Item 4.1. Seconded by Kenneth Burgess. Motion passed unanimously.

5. **PLANNING DIRECTOR’S REPORT**

5.1 Industrial Preservation Presentation – David Engel, Pasco County Economic Growth Director

Planning Director Todd Vande Berg said Pasco County recently partnered with the Tampa Bay Regional Planning Council to assess industrial property in Pasco County. He said

industrial development typically creates more revenue and requires the least amount of City services. He said the City has been proactive in the development of the airport and has been working toward improving the transportation and utility infrastructure to the industrial corridor. He said the timing is right for Pasco County and the City of Zephyrhills to look toward the future.

Spoke from the floor: Pasco County Commissioner Ronald Oakley – 32715 River Reed Loop – Dade City, Florida

Commissioner Oakley began with stating the new census ranks the City of Zephyrhills as the largest City in Pasco County. He distributed challenge coins to Council and the Mayor and challenged them to continue doing a great job for the City of Zephyrhills. He said he is the Chairman of Tampa Bay Water and is working on water issues.

Spoke from the floor: Pasco County Economic Growth Director David Engle - 5722 Biscayne Court – New Port Richey, FL

Mr. Engle presented a PowerPoint presentation of the results of a Pasco County small business survey and said 86% of businesses within Pasco County are small business with less than 25 employees and are the bedrock of Pasco County's economy. The Board of County Commissioners initiated the reduction of mobility fees on January 1, 2022 for locally owned small businesses. Businesses surveyed indicated their number one concern is traffic followed by the need to revitalize low income areas of the county and the quality and stability of skills in workers (employees).

Mr. Engle referred to the National and Small Business Economics Trends that were published in April 2022 and highlighted two concerns; inflation and quality of labor. This fiscal year (2022), the Board of County Commissioners has earmarked and approved over 2M to assist Pasco residents reenter the labor force and connect businesses to people seeking a job. The Pasco Reentry Program trained 92 homeless people in the last year toward financial independence. He said the East Pasco Workforce Training Center will include Adult Education Programs with the Pasco County Board of Education and non-profit stakeholders (Pasco Economic Development Council, Career Source and Veteran Services).

Mr. Engle said Pasco County has 47M sq. ft. of employment generating development to include 79,000 new jobs. In June 2022, the Board of County Commissioners provided incentives for 6M sq. ft of development on the east side S.R. 52 and I-75. These industries will increase property values, decrease commute time and increase quality of life. He said Pasco County is booming and affordable housing and better public transportation have to be addressed which are challenges of success. He said when Penny for Pasco is reauthorized, the county will begin looking into micro transit, an Uber like app, where a citizens can request a public vehicle. He closed in stating the next ten (10) years are going to be very exciting.

He recommended Council invite Dr. Lori Ramano to speak at an upcoming meeting on Adult Education and vocational work.

6. CITY MANAGER'S REPORT

6.1 Interlocal Agreement with Pasco County, Pasco County School Board, Dade City, New Port Richey, Port Richey, San Antonio, and St. Leo for distribution of proceeds from the 2025 Infrastructure Surtax – Agreement 41-22-19

City Manager William Poe said the Government Infrastructure Surtax also known as Penny for Pasco expires December 31, 2024. The Pasco County School Board and local municipalities are in the process of creating project lists and ballot language to put before the voters on November 8, 2022. Should the referendum pass, Penny for Pasco will be extended through December 31, 2039 for an additional fifteen years. With the Interlocal Agreement, the City of Zephyrhills will receive approximately \$68M over a 15-year period. Staff recommended Council's approval.

Charles Proctor moved to approve Item 6.1. Seconded by Lance Smith. Motion passed unanimously.

6.2 Infrastructure Sales Surtax Resolution No. 794-22 – “Penny for Pasco”

First Reading **RESOLUTION NO. 794-22 – “A RESOLUTION BY THE CITY OF ZEPHYRHILLS, FLORIDA, IDENTIFYING THOSE PUBLIC FACILITY PROJECTS TO BE FUNDED BY THE GOVERNMENT INFRASTRUCTURE SALES SURTAX OF ONE CENT”**

City Attorney Matthew Maggard read Resolution No. 794-22 by title. City Manager William Poe said Resolution No. 794-22 designates how the City will spend Penny for Pasco Funds as required by Florida statute. Staff recommended Council’s approval.

Lance Smith moved to approve Resolution No. 794-22. Seconded by Alan Knight. Motion passed unanimously.

7. **CITY ATTORNEY’S REPORT**

7.1 Capacity Fee Resolution No. 795-22

First Reading **RESOLUTION NO. 795-22 – “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING EXHIBIT "A", OF RESOLUTION NO. 522-03 AND RESOLUTION 737-17 REGARDING THE ESTABLISHMENT OF WATER AND WASTEWATER FACILITIES CAPACITY FEES AND PROVIDING FOR REPEALER AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Resolution No. 795-22 by title. Resolution No. 795-22 would become effective October 1, 2022 if approved by Council.

City Manager William Poe said Tony Hairston with Raftilis presented a need to increase the capacity fee with justification at the June 13, 2022 meeting.

Lance Smith moved to approve Resolution No. 795-22. Seconded by Kenneth Burgess. Motion passed unanimously.

8. **CITIZEN COMMENTS**

Spoke from the floor: Judge Keith Meyer - 315 Court Street – Clearwater, FL

Judge Meyer said he is introducing himself to his constituents in the Pasco/Pinellas circuit and was available to answer questions following the meeting.

MAYOR ANNOUNCEMENTS – Mayor Whitfield thanked Council for allowing him to share his story about Chris LaRussa and Leanne John.

CITY MANAGER ANNOUNCEMENTS – N/A

CITY ATTORNEY ANNOUNCEMENTS – City Attorney Matthew Maggard thanked County Commissioner Ron Oakley and Economic Growth Director David Engle for their presentations. He encouraged everyone to meet Judge Meyer who has his full support.

CITY COUNCIL COMMENTS – Councilman Knight commended James LaFerrier on his Eagle Scout Project of collecting flags to be retired and requested the remainder of donated funds be given to the local Boy Scouts. He thanked Commissioner Oakley for the challenge coin.

Councilman Proctor thanked County Commissioner Ron Oakley and Economic Growth Director David Engle for their presentations and looked forward to speaking with Judge Meyer.

Council Vice President Smith thanked Mayor Whitfield for his recognition of Chris LaRussa and thanked County Commissioner Ron Oakley for the challenge coin. He requested everyone explain the importance of the Penny for Pasco to constituents.

Councilman Burgess thanked County Commissioner Ron Oakley for his support and the challenge coin. He said Economic Growth Director David Engle’s presentation was very informative. He thanked Mayor Whitfield for his recognition of Leanne John who is always smiling and very influential. He acknowledged the anonymous donor for funding an important item for the police department.

Council President Wilkeson said she is glad the third police position was filled along with Council's promise to Police Chief Brewer. She thanked County Commission Ron Oakley for the Challenge coin and Economic Growth Director David Engle for his presentation.

9. NOTED ITEMS

9.1 Depository Deposit Listing

Meeting adjourned: 6:58 p.m.
Submitted by Lori L. Hillman
Not Present at Meeting

COUNCIL WORKSHOP

A Council Workshop was held on July 18, 2022 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (786) 535-3211 – Access Code: 975-795-501.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Finance Director Ted Beason, Utility Director John Bostic, IT Director Mike Panak, Building Official Bill Burgess, Public Information Officer Kevin Weiss, Airport Manager Nathan Coleman, Finance Supervisor Jessica Carter, Intern Tyler Williams and City Clerk Lori Hillman.

1. WORKSHOP ITEM

1.1 FY 22-23 Draft Budget

City Manager William Poe presented the proposed FY 22-23 draft budget.

AD VALOREM – No Changes (\$1,110,155,587 aggregate assessed property value).

MILLAGE RATE: Proposed millage rate of 6.25, a reduction of .1 mills.

TOTAL BUDGET: \$100,621,184

GENERAL FUND REVENUES: Property Taxes, Utility Tax Electric, Building Permits, Local Government Half Cent Tax, and Communications Service Tax (waiting on Economic & Demographic Research to post projection).

SPECIAL REVENUE & IMPACT FEES: Revenue Share & Fuel Tax, Penny for Pasco (waiting on Economic & Demographic Research to post projection), Transportation Impact Fee, and Parks Impact Fee.

6:16 p.m. Councilman Burgess left Chambers

STATE APPROPRIATIONS & GRANTS: \$26,742,448 (State Appropriations, American Rescue Plan Act, Federal Grant, SWFWMD, FDEP and FDOT).

6:19 p.m. Councilman Burgess returned to Chambers

PROJECTS:

PUBLIC WORKS: SVB Indoor Tennis Facility (100% State Appropriation), Hercules Park Construction (Penny for Pasco and American Rescue Plan Act), South Avenue Extension – National Guard (100% State Appropriation), Sidewalks (Penny for Pasco), Eiland Blvd. & Simons Road Intersection (Transportation Impact Fee), Annual Road Resurfacing (Gas Tax), CR-54 East of Hercules (Penny for Pasco), Stormwater Design Phase (Penny for Pasco), Zephyr Park – Surveying & Design (Penny for Pasco), Design of City Yard (Penny for Pasco), Gateway Project (Transportation Impact Fee) and Park Improvements (General Fund).

AIRPORT: Terminal/Box Hangars/Taxiway (100% State Appropriation) and Existing Runway 1-19 Rehabilitation (FDOT 80% / Local 20%).

UTILITIES/WATER: City Yard Construction, Water Line Extensions (Alston to Tucker – Eiland to Massey), Well No. 2 Building Renovation, Generator/Well No. 5, Backflow Replacement Program, Well No.'s 3, 4 and 5 Building Repairs.

Councilman Smith stressed the importance of budgeting/spending money on a modeling program for water and wastewater with GIS to include all City lines with the ability to project flows and find pinch points. He said it doesn't matter how much SWFWMD increases the City's Water Use Permit if the City doesn't know how much water is needed. He said the City needs to

be able to accurately predict water usage and pass the costs onto Developers for their impact to the existing model.

Utility Director John Bostic said modeling has been included in the budget. He said the City needs assistance from the development community to submit their project's time line completion to secure water entitlements which the City can present to SWFWMD as documentation. If the project is not completed, the developer can rescind their allocation.

UTILITIES/WASTEWATER: Northside Lift Station & Force Main (Federal), Kossik Road & Fort King Road Sewer/Water Main (100% State Appropriation), Pasco Reclaimed & Water System (SWFWMD \$1M / Local \$1M), South 301 Wastewater Redevelopment (FDEP \$650K / Local \$650K), Effluent Pump Project, Sewer Line (Gravity Line Lining), Lift Station Major Rehabilitation, Manhole Major Rehabilitation, and Lift Station Generator Package.

VEHICLES: (7) Ford SUV's (Police), (1) front load garbage truck (Sanitation), (1) chipper truck R & R and (2) ¾ ton truck R & R (Public Works), (1) ton utility truck (Water), (1) security vehicle (Airport), and (1) Fire Inspector SUV (Building).

EQUIPMENT: CAD System Upgrade, Asphalt Roller R & R, Asphalt Roller Trailer, MIG Welder, Police 10 GB Backbone Switch, 7 PD Laptops, Playground Equipment, Pumping Station Upgrades, Zero-Turn Mower R & R (1), 18' Lawn Trailers R & R (2), Large Area Turf Mower (1), Community Service Vehicle Reno, Camera System for ZPD Command Unit, Stadium Portable Lights, Ground Penetrating Radar, Skid Steer & Trailer, Ditch Witch & Trailer R & R, Excavator Trailer, Mower Trailer, John Deere Tractor R & R, Currotto Can Automated Cart Lift, Truck Mounted Cart Tipper and Automated Truck Arm.

City Manager William Poe said Police Chief Brewer has had conversations with Pasco County and the Sheriff's Department for a 3-way contract when replacing the existing CAD System. The purchase will come back before Council at the appropriate time when information is finalized.

COMMUNITY REDEVELOPMENT AGENCY: Little But Loud – The Back Yard (\$400,000), Housing Rehab Project (\$300,000), Methodist Church Parking Lot (\$130,000), and Hercules Park Entrance Signage (\$100,000). Reserve funding will be carried forward this fiscal year.

FIRE DEPARTMENT: Per the ten (10) year payment schedule for the merger of Zephyrhills Fire Rescue with Pasco County Fire Rescue, the City's cost November 1, 2023 is \$739,790. In 2027, at the end of the ten (10) years, an MSTU fee will be implemented.

PERSONNEL: Requests for 4 Patrol Officers (Police), 1 Office Assistant (Library), 1 Administrative Assistant (City Hall – grant writer/assistant clerk/utility player, 1 Code Support Specialist (Building) with a possible reconfiguration for current staff to transition to the Planning Department, 1 Parks Maintenance Worker (Public Works/Parks), 1 Equipment Operator (Public Works/Streets), and 2 High School Students (Work Program).

Police Chief Derek Brewer said he and the City Manager have discussed a long-term plan for staffing, understanding the financial impacts of adding 9 to 10 officers. By 2024, based on the staffing analysis provided last year, he would like to be staffed with 47 officers. He said the department is currently staffed at 37 although 4 to 5 officers are eying retirement. Chief Brewer said the department saw an increase from 2020 to 2021 in violent crime and estimated the City's population in 2023 at \$18,600.

City Manager William Poe addressed the WWTP/Wastewater, Utility, and Sanitation departments stating employees are leaving the City for much higher pay and less work. He said a Salary Study has been included in the FY 22/23 budget.

PAY INCREASES: A continuation of the \$.41 per hour plus 6%.

Councilman Burgess recognized the Finance Director and staff's efforts in finding a comfortable compromise with the proposed pay increases and reduction in the millage rate.

City Manager William Poe clarified the additional \$.41 will raise the lowest paid employee's pay grade to \$15.00 an hour by 2026 to comply with the minimum wage law avoid creating compression. He said if Council chooses, a flat rate bonus of \$500 could be distributed at Christmas or mid-year.

Councilwoman Wilkeson said the City needs to retain current employees as the cost to retrain employees in this environment is tremendous. She said she supports the proposed increase.

MEETING SCHEDULE: If there are no further workshops, the Public Hearings for the Final Millage and Tentative Budget will be scheduled for Tuesday, September 13th and Monday, September 26th. Since the Pasco County School Board meeting is scheduled on Monday, September 12th, the City's regular Monday meeting of September 25th will be rescheduled and held on Tuesday, September 26th for Pasco County taxpayers to attend both meetings, if interested.

City Council and staff acknowledged Congressman Bilirakis, Senator Danny Burgess, Representative Randy Maggard and Senator Wilton Simpson for their support with appropriation funding.

CREDIT CARD FEES: A discussion began related to the \$225,000.00 cost to the City for credit card fees and a concern that the fees should be passed on to customers. Finance Director Ted Beason said it costs the City \$.25 per transaction for check payments and \$1.63 per transaction for credit card payments. He said Utility Billing and Collections are in a state of transition but once they reach a stable point, he will propose a good business decision to pass credit card costs to consumers.

2. CITIZEN COMMENTS

N/A

Meeting adjourned: 7:39 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 1.4

Appoint David Inman to Airport Authority Board

Issue:

Consider the appointment of David Inman to the Airport Authority Board.

Background:

Ronald Miller resigned as a member of the Airport Authority Board effective June 1, 2022. An application was received from David Inman dated July 27, 2022 expressing an interest in serving on the Airport Authority Board and staff requests Council appoint Mr. Inman to complete the term which expires June 30, 2023.

Attachment(s):

1. Miller Ronald Form 1F
2. Ron Inman Board Application

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council appoint David Inman to the Airport Authority Board.

FINAL STATEMENT OF FINANCIAL INTERESTS

2022

(TO BE FILED WITHIN 60 DAYS OF LEAVING PUBLIC OFFICE OR EMPLOYMENT)

LAST NAME — FIRST NAME — MIDDLE NAME: Miller, Jr. Ronald Maurice		NAME OF REPORTING PERSON'S AGENCY: Zephyrhills Airport Authority
MAILING ADDRESS: 13533 Chesapeake Place		CHECK ONE OF THE FOLLOWING (see "Who Must File" on page 3): ☒ LOCAL OFFICER ☐ STATE OFFICER ☐ SPECIFIED STATE EMPLOYEE
CITY: Spring Hill	ZIP: 34609	LIST OFFICE OR POSITION HELD: <u>Board Member</u>

BOTH PARTS OF THIS SECTION MUST BE COMPLETED

DISCLOSURE PERIOD:THIS STATEMENT REFLECTS MY FINANCIAL INTERESTS FOR THE PERIOD BETWEEN JANUARY 1, 2022 AND THE LAST DATE I HELD THE PUBLIC OFFICE OR EMPLOYMENT DESCRIBED ABOVE, WHICH DATE WAS June 1, 2022, 2022. (Date must be prior to 12/31/22)**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). PLEASE STATE BELOW WHETHER THIS STATEMENT REFLECTS EITHER (must check one):

☐ COMPARATIVE (PERCENTAGE) THRESHOLDS OR ☒ DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
Southwest Airlines	2702 Love Field, Dallas, TX 75235	Airline
United States Air Force Pension	8899 East 56th St., Indianapolis, IN 46249	National Security

PART B -- SECONDARY SOURCES OF INCOME[Major customers, clients, and other sources of income to businesses owned by reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
Not Applicable			

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
 (If you have nothing to report, write "none" or "n/a")

25429 Vista View Lane, Brooksville, FL 34602 (3+ acres)

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3 of this packet.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
Bank Savings Account	Employment Income
Vanguard Index Fund	Derived from Employment Income

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR
SouthState Bank	14045 7th Street, Dade City, FL 33525
Ford Motor Credit	P. O. Box 650574, Dallas, TX 75265
USAA Federal Savings Bank	9800 Fredericksburg Rd, San Antonio, TX 78288

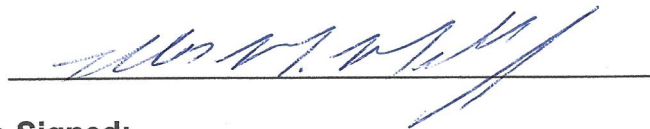
PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
	Not Applicable	
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

IF ANY OF PARTS A THROUGH F ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE OF FILER:

Signature:



Date Signed:

July 28, 2022

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature _____

Date Signed _____

FILING INSTRUCTIONS:

WHEN TO FILE:

At the end of office or employment each local officer, state officer, and specified state employee is required to file a final disclosure form (Form 1F) within 60 days of leaving office or employment, unless he or she takes another position within the 60-day period that requires filing financial disclosure on Form 1 or Form 6.

WHERE TO FILE:

Local officers file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections

may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method.

To determine what category your position falls under, see the "Who Must File" Instructions on page 3.

NOTE:

If you are leaving office or employment during the first half of 2022, you may not have filed Form 1 for 2021. In that case, this is not the last form you will file. Form 1F covers January 1, 2022, through your last day of office or employment. You will be required to file Form 1 for 2021 by July 1, 2022, and risk being fined if you do not file Form 1 by the filing deadline, even if you have already filed the CE Form 1F.

APPLICATION FOR BOARD MEMBERSHIP

NAME: DAVID K. DINMAN
 ADDRESS: 14001 NATURES RESERVE DR
LITHIA, FL 33547
 HOME PHONE: _____ BUS. PHONE: _____ CELL: 858 212-2869
 EMAIL: dinman79@gmail.com

I WOULD LIKE TO BE CONSIDERED FOR MEMBERSHIP ON THE FOLLOWING CITY
 BOARDS / COMMITTEES - Rank your first choice by placing "1" in the box to the left. If you
 would consider an alternative appointment, if not appointed to the 1st choice, please place a
 "2" and so on to the left of the alternative Boards/Committees.

- ☐ **BOARD OF ADJUSTMENT**
 Five (5) member and one (1) alternate member board - 3 year term - Must be a registered voter in City.
- ☐ **CONSTRUCTION CODE ENFORCEMENT AND LICENSING BOARD**
 Five (5) member board - 3 year term - No residency requirement. Suggested background: Engineer,
 Architect, Construction Contractor, Home Inspector, Plumbing Contractr, Electrical Contractor,
 and/or Mechanical Contractor.
- ☐ **PLANNING COMMISSION**
 Seven member (7) and two (2) alternate member board - 3 year term - Majority of membership must
 be City residents. Others may be residents of Pasco County.
- ☐ **LIBRARY BOARD**
 Five (5) member board - 3 year term - No residency requirement, must be a patron of Library.
- ☒ **AIRPORT AUTHORITY**
 Seven (7) member board - 3 year term - May live outside of City; suggested background is in an aviation
 related business, club or activity.
- ☐ **HISTORIC PRESERVATION BOARD**
 Five (5) member board - 3 year term - Must live in the City. Preference: Interest or background in
 Architecture, local history, building contracting and/or community planning.
- ☐ **PARKS & RECREATION ADVISORY BOARD**
 Seven (7) member board - 3 year term - Must be registered voter in City.
- ☐ **MAYOR'S YOUTH COUNCIL**
 Seven (7) member board - 2 year term, except that of the seven members first appointed,
 three shall serve for a term of seven months, four shall serve for a term of one year and seven
 months. The members will be Zephyrhills area residents who are actively enrolled in a public,
 private high school, or home schooled in grades nine through twelve.

PLEASE ANSWER THE FOLLOWING:

ARE YOU A RESIDENT OF THE CITY? ☐ YES ☒ NO

HOW LONG? _____

ARE YOU A RESIDENT OF THE COUNTY? ☐ YES ☒ NO

HOW LONG? _____

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

PROPERTY OWNER? ☒ YES ☐ NO

WHY DO YOU WISH TO SERVE ON THIS CITY BOARD/COMMITTEE? (Please let us know why you are applying)

SERVE AIRPORT/COMMUNITY

WHAT IS IT IN YOUR BACKGROUND THAT HAS PREPARED YOU FOR THIS VOLUNTEER ROLE? (education, other boards you have served on, where you are employed, your job, interests, hobbies, etc.)

FATHER AVIATOR BS Aerospace Eng MA Business Admin
NAVAL AVIATOR 30 YEARS (15 ACTIVE/15 RESERVE) T28/A4/F14/F18 DEMO PILOT
BLUE ANGELS UPS PILOT 28 YEARS B757/B767 CHAIR NEGOTIATING COMMITTEE
HELPED ESTABLISH ZEPHYRHILLS FLYING CLUB. BUILDING EXPERIMENTAL AIRCRAFT
DO YOU NOW OR HAVE YOU EVER SERVED ON A GOVERNMENT APPOINTED BOARD OR COMMITTEE? IF SO, WHERE AND UNDER WHAT CIRCUMSTANCES?

NO

WHAT CAN YOU CONTRIBUTE TO THIS BOARD:

POSITIVE PROBLEM SOLVING ATTITUDE

Sign: _____

Date: _____

27 JULY 2022

You may submit this form via email: cityclerk@ci.zephyrhills.fl.us or print and fax to:
Attn.: City Clerk (813) 780.0005.

CONSENT ITEMS 1.5

Approval of RCM Agreement No. 41-22-21 Three Year Renewal for Water & Wastewater
Miscellaneous Construction/Maintenance Services

Issue:

Request Council President Signature upon RCM Agreement Amendment 1 as this renewal was approved in May of 2022 without an agreement ready.

Background:

This renewal was approved this past May but an amendment was not provided for signature.

Attachment(s):

1. 41-22-21 RCM Three Year Renewal

Fiscal Impact:

No fiscal impact

Staff Recommendation:

Staff recommends the Council President sign Amendment 1 with RCM Utilities

RENEWAL OF AGREEMENT FOR RCM UTILITIES 41-19-30C

THIS AGREEMENT made and entered into effective 8 day of August, 2022, by and between the **CITY OF ZEPHYRHILLS**, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and **RCM Utilities**, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Zephyrhills; and

WHEREAS, the CITY and CONTRACTOR entered into an Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing August 12, 2019, and ending August 11, 2022, provided for one (1), three (3) year renewal, upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

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

1. **THAT** the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019, will exercise the three (3) year renewal option through August 11, 2025.
2. **THAT** all remaining terms, provisions, and conditions, including terms for payment, of the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019 shall remain in full force and effect.

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

CITY OF ZEPHYRHILLS

By: _____ August 8, 2022
Jodi Wilkeson, Council President Date

ATTEST:

Lori L. Hillman, City Clerk

COMPANY NAME RCM Utilities, LLC
By: Christopher R Creech 7/26/22
Print Name of Representative Date
Christopher R. Creech
Signature of Representative

ATTEST:

Melissa Moss
Corporate Secretary

City Council Meeting
August 8, 2022

Action Item

CONSENT ITEMS 1.6

Approval of Killebrew Agreement No. 41-22-20 Three Year Renewal for Water & Wastewater
Miscellaneous Construction/Maintenance Services

Issue:

Request Council President Signature upon Killebrew Agreement as this renewal was approved in May of 2022 without an agreement ready.

Background:

Renewal was approved in May of 2022 .

Attachment(s):

1. 41-22-20 Killebrew Three Year Renewal

Fiscal Impact:

No Fiscal Impact

Staff Recommendation:

Staff recommends Council's approval of Killebrew Agreement No. 41-22-20.

RENEWAL OF AGREEMENT FOR Killebrew Inc. 41-19-30A

8

August

THIS AGREEMENT made and entered into effective ~~XXX~~ day of ~~XXXX~~ 2022, by and between the **CITY OF ZEPHYRHILLS**, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and **Killebrew Inc.**, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Zephyrhills; and

WHEREAS, the CITY and CONTRACTOR entered into an Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing August 12, 2019, and ending August 11, 2022, provided for one (1), three (3) year renewal, upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

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

1. **THAT** the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019, will exercise the three (3) year renewal option through August 11, 2025.
2. **THAT** all remaining terms, provisions, and conditions, including terms for payment, of the Agreement for Water& Wastewater Miscellaneous Construction/ Maintenance Services dated August 12, 2019 shall remain in full force and effect.

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

CITY OF ZEPHYRHILLS

By: _____ August 8, 2022
Jodi Wilkeson, Council President Date

ATTEST:

Lori L. Hillman, City Clerk

KILLEBREW, INC.

By: William C. Thomas, IV July 29, 2022
Print Name of Representative Date


Signature of Representative

ATTEST:


Corporate Secretary

CONSENT ITEMS 1.7

Approval of Ferguson Piggyback with Lee County Agreement No. 41-22-26 Three Year Extension for Water/Sewer/Irrigation Supplies

Issue:

Request Council Approval to Piggyback upon the Ferguson/Lee County Water/Sewer/Irrigation Supplies Agreement

Background:

For the past few years we have piggybacked off a different contract Ferguson had, but due to timing, that contract will not be completed by the expiration date. Ferguson has been supplying the City with most if not all of our water and sewer supply needs for many years. Their products and services have worked for us with minimal issues and we recommend the relationship to continue.

Attachment(s):

1. 41-22 Ferguson-Lee County Piggyback Three Year Renewal
2. Signed Notice of Intended Decision B210496ACN
3. B210496ACN Fully Executed Contract OCR

Fiscal Impact:

There should be no change to the fiscal aspect of the Utilities Department by approving this agreement, as we currently spend approximately \$500,000 and plan to continue.

Staff Recommendation:

It is recommended to the City Council to approve the piggyback agreement with Ferguson Enterprises for Water/Sewer/Irrigation Supplies.

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

WHEREAS, Ferguson Enterprises Inc. 8008 E. Sligh Ave., Tampa, Florida 33610, a Florida Corporation (Contractor) entered into an agreement effective June 8, 2022, with Lee County Florida, a political subdivision of the State of Florida, for WATER, SEWER, AND IRRIGATION MATERIALS (Agreement), procured pursuant to F. S. §287.057, Bid Number B210496ACN.

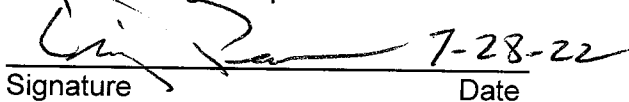
WHEREAS, the City of Zephyrhills, 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (City) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to "piggyback" onto a contract procured pursuant to F. S. §287.057 by another governmental entity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

WHEREAS, the City desires to "piggyback" onto the referenced Agreement between the Contractor and Lee County Florida for utilization of the same or similar services.

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

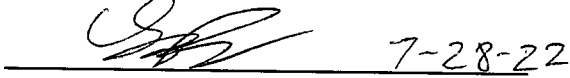
1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement, which expires on July 7, 2025 with a renewal term or terms not to exceed three (3) years when mutually agreed upon by the parties.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**

Contractor Legal Representative


Signature Date 7-28-22


Print Name

WITNESS


Signature Date 7-28-22

City of Zephyrhills

August 8, 2022
Jodi Wilkeson Date
City Council President

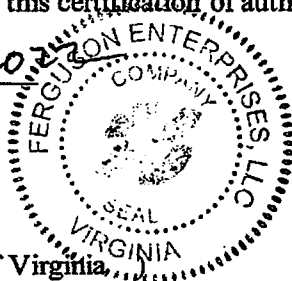
ATTEST

August 8, 2022
Lori L. Hillman Date
City Clerk

**SECRETARIAL CERTIFICATE
OF
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Florida are doing business as Ferguson Waterworks, and ii) Craig Pearce is Outside Salesman in Florida, and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2021, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Craig Pearce as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2023.

Dated: 7/19/2022



FERGUSON ENTERPRISES, LLC

By: [Signature]

Wesley E. Rice, Assistant Secretary

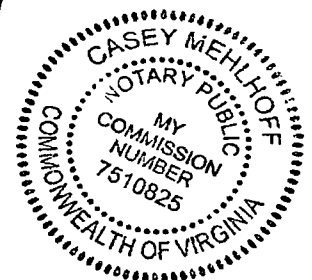
Commonwealth of Virginia,)

City of Newport News)

Sworn to subscribed and acknowledged before me this 19th day of July, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

[Signature]
Notary - Casey Mehlhoff

My commission expires: July 31, 2026





Lee County Procurement Management Department
2115 Second Street 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: March 21, 2022

Notice of Intended Decision
Bid Action

Bid Number: B210496ACN

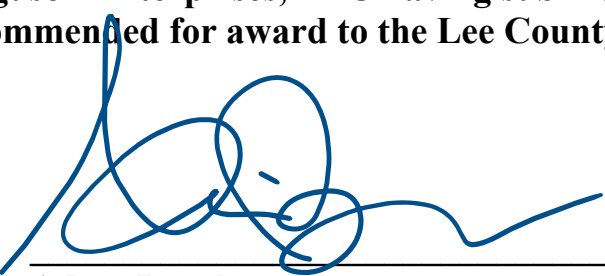
Bid Title: Water, Sewer, and Irrigation Materials

Date of Bid Opening: Friday, March 4, 2022

Protest Deadline: Thursday, March 24, 2022

Bid Tabulation: *Available on Procurement Project Webpage*

Ferguson Enterprises, LLC having submitted the lowest responsible and responsive bid, is recommended for award to the Lee County Commission.

By: 
Adam Brooke,
Procurement Manager

Note: All submitters are furnished this notice. A submitter who has cause to file a Notice of Intent to Protest against the award must do so in writing to the Procurement Management Director within seventy-two (72) hours of posting of the Notice of Intended Decision. It must clearly state that it is a protest and must include specific information required by the County's Procurement Ordinance 22-06. Failure to protest on a timely basis, or to include the required information, will invalidate the protest.

WWW.LeeGov.Com/Procurement is the County's official posting site

Po
6/7/2022

AGREEMENT FOR WATER, SEWER, AND IRRIGATION MATERIALS

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Ferguson Enterprises, LLC, a Virginia Limited Liability Company authorized to do business in the State of Florida, whose address is 12500 Jefferson Avenue, Newport News, VA 23602, and whose federal tax identification number is 54-1211771, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase water, sewer, and irrigation materials from the Vendor in connection with "Water, Sewer, and Irrigation Materials" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B210496ACN on February 1, 2022 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

WHEREAS, the County posted a Notice of Intended Decision on March 21, 2022; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Work and Specifications is set forth in Sections 1 through 4 of the Scope of Work and Specifications of B210496ACN, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B210496ACN, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three (3) year period. Upon Mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be June 8, 2022.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.
- D. For 12 months from the date of County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than 12 months, this warranty shall be extended to that longer duration.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Mark McFalls
Title: General Manager
Address: 17323 Jean Street
Fort Myers, FL 33967
Telephone: (239) 433-0555
Facsimile: (239) 433-0405
Email: mark.mcfalls@ferguson.com

County's Representative

Names:	Roger Desjarlais	Mary Tucker
Titles:	County Manager	Procurement Management Director
Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(239) 485-2262	(239) 485-8383
Email:	rdesjarlais@leegov.com	mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement

2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By:

Print Name:

Jo Derek Adams

FERGUSON ENTERPRISES, LLC

Signed By:

Print Name:

Title:

Date:

[Signature]

MARK McFALLS

General Manager

APRIL 12TH, 2022



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

[Signature]
CHAIR

DATE:

6-20-22

ATTEST:

CLERK OF THE CIRCUIT COURT

BY:

Melissa Butler
Melissa Butler

Deputy Clerk

Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY:

[Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a library of Vendors for the purchase of water, sewer, and irrigation materials (underground parts and related items) on an as-needed basis, for use by the County.

2. REGULAR DISTRIBUTER

- 2.1. Vendor shall own, operate, or maintain a store, warehouse, or other establishment in which the materials, and/or supplies required for the fulfillment of this Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor, the Vendor must engage in, as its principal business and in its own name, the purchase and sale of the materials.

3. DISCOUNT PRICING

- 3.1. Vendor shall submit prices in the form of a firm percentage discount to be deducted from the current manufacturer's web-based catalog prices or an established manufacturer's price list.

- 3.1.1. Vendor shall, at no cost to the County, maintain a web-based catalog of prices or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes. The County reserves the right to withhold or delay payment should source pricing be unable to be verified. Such documents must be kept up to date and provided to the County requesting departments as soon as feasible upon request.

- 3.2. Discounts specified per bid schedule shall be applied to each individual product of manufacturer ordered and shall remain firm for the entire contract term, inclusive of any renewals.

- 3.3. Vendor shall be responsible for all return shipping and freight charges for any received damaged materials, replacements and/or returns due to Vendor error.

4. DELIVERY

- 4.1. All delivery charges shall be included, in the percentage off MSRP pricing, unless negotiated with the County at the time of the order. Any negotiated delivery charge shall be listed on the invoice as a separate line item.
- 4.2. All products and materials shall be unloaded by Lee County staff at a site to be determined by the County at the time of the order.
- 4.3. All communication for delivery shall be coordinated with the County representative that placed the order and/or will be receiving the materials.
- 4.4. County hours for delivery shall be Monday through Friday from 7:00 am to 3:30 pm, excluding holidays.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD

- 1.1. It is the County's intent to award to a library of Vendors that are responsive, responsible, and meet the County requirements and specifications. This will allow the County to purchase materials that are readily available and at the lowest possible price. The County reserves the right to purchase from this bid or elsewhere at its sole discretion.
- 1.2. Vendor shall be *Required* to bid each line with one of the following:
 - Percentage off manufacturer's price being offered.
 - "0%" if Vendor carries materials from the manufacturer and no percentage off is being offered.
 - "N/A" if Vendor does not offer materials from the manufacturer.
- 1.3. Any lines left blank may deem Vendor non-responsive at the sole discretion of the County.

2. ESTIMATED DOLLAR VOLUME

- 2.1. The County purchases water, sewer, and irrigation materials for various sites located throughout Lee County, FL. The need exists to have a proper source of supply that is responsive, readily available, and able to meet the County requirements with minimum inventory, these items are procured on an "as needed" or "emergency" basis only.
- 2.2. Expenditures for the last fiscal year have been estimated at \$2,300,000. This figure is given as an estimate for Vendors and for bidding purposes only. A wide variance in actual expenditures can be the total quantity or dollar values of this Agreement. The County is not obligated to place an order with a Vendor participating in this Agreement. No purchase is guaranteed.

3. MASTER AGREEMENT

- 3.1. This is a "Master" Agreement, which is not for any specific project. Products purchased under this agreement will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order, by the County.
- 3.2. A Purchase Order shall be issued by the County before products may be purchased. Vendor acknowledges and agrees that no minimum order is guaranteed under this Agreement and no minimum charge shall be applied to any orders given to the Vendor by the County.

4. ACCEPTANCE

- 4.1. The items delivered under this Agreement shall remain the property of the Vendor until physical inspection and acceptance by the County. In the event the materials supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the Vendor and return such products to the Vendor at the Vendor's expense.

5. PRICING

- 5.1. The County reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.

6. ORDER TERM/COMPLETION TIME FRAME

- 6.1. Number of calendar days to complete the Purchase Order, if omitted from the Purchase Order details, shall default to commence on the date of the approved Purchase Order and not exceed thirty (30) calendar days to final completion.
- 6.2. The County reserves the right to provide additional project clarification details with the issuance of and within or attached to each Purchase Order. Such items shall be minor in nature such as providing for location, working hours, number of units, etc.

7. **WARRANTY**

7.1. The Vendor shall provide full factory warranty on all materials and supplies furnished against defects in materials and/or workmanship. The warranty shall start on the date of acceptance by the County.

8. **RETURN POLICY**

8.1. The County requires the ability to return any and all new and unused items purchased under this Agreement to the Vendor within 60 calendar days after acceptance without a restocking fee and for a full refund.

8.2. All materials returned for credit shall be credited to the order they were originally purchased on. At no time will cash refunds be made. At no time shall materials be exchanged for another, without a credit memo and a new invoice being issued containing a notation of the applicable order number.

9. **PRICE VERIFICATION**

9.1. Price before discount shall be verifiable. Vendor shall maintain and provide to the County, at no additional cost to the County, a catalog of prices, current trade price schedule, or an establish manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes.

10. **INVOICING**

10.1. All invoices shall include as a minimum the following information:

- Purchase Order number
- Quote number and/or order date
- Manufacturer part name and number
- Catalog/list price at time of the order
- Percentage discount

End of Special Conditions Section

EXHIBIT B

FEE SCHEDULE

PRICING VERIFICATION / PRICE GUIDES

Vendor shall maintain a catalog of prices, current trade services price schedule, or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes, please indicate below what method manufacturer pricing may be verified with your company. It shall be noted that web-based catalogs are preferred.

1) Web-Based Catalog Price: See Attachment - Ferguson Vendor List Price and Pricing Verification

Write website address

2) Trade Services Price Schedule: Print, USB Drive, Link, Excel spreadsheet

(Attach as necessary)

Indicate how to be accessed (print, CD, Link, other)

Water, Sewer, and Irrigation Materials		
Blanket Percentage Off		
	Manufacturer	% Discount off MSRP
1	Blanket Discount: Percentage off any manufacturers materials provided or available through Vendor and not listed separately below.	0% Net
Section 2 - Manufacturers Utilized by the County		
3	3M	0% - Net
4	AMERICAN FLOW CONTROL	2"-12" Valves - 71.5% Hydrants - 66.9% Hydrant Extensions - 60.5% Repair Kits - 50.64% Parts - 30% 14" and larger Valves - Net Alpha Valves and Hydrants - Net
5	ARI	13%
6	CARSON	13%
7	CDR	40.40%
8	CHARLOTTE PIPE	SCH40 Fittings - 82.5% SCH80 Fittings - 84.6%

9	CHERNE	0% - Net
10	DEZURIK	0% - Net
11	DIXON	0% - Net
12	EBAA	46% 16" and larger Mega Flange - Net Mega Flange w/316SS - Net
13	ENDOT	40.30%
14	FERNCO	Class 1&2 - 76.8% Class 3 - 33% Class 3L - 72%
15	FORD	Sections A, E, F, G, H, I, J, L - 51.24% Iron Yokes Section E - 44% Brass Saddles - 44% Iron Saddles - 39% Domestic Iron Saddles - 42% Tap Sleeve Section AA - 51.24% Sections B, C, D, K - 39% Section M - 44% Section N - 41.5% Import UniFlange - 44%
16	HARRINGTON	DI Fittings - 20% C900 Fittings - 73.75% Sewer Fittings - 71.25%
17	H-TEC	Valves - 10.3% Parts - 1%
18	JCM	44%
19	KENNEDY	Gate Valves - 58.8% Check Valves - 58% Hydrant Extensions - 41% Hydrants - 48.8% Hydrant Parts - 2% Plug Valves - Net
20	KRAUSZ	37.50%
21	MERIT	Brass Nipples - 95.5% Brass Fittings - 67.8% Stainless Steel Fittings - 85.04% Stainless Steel Nipples - 96.8%
22	MUELLER	0% - Net

23	MULTI	79.35%
24	NIBCO	CPVC Fittings - 86% SCH40 Fittings - 60% SCH80 Fittings - 85%
25	NEPTUNE	0% - Net
26	OATEY	0% - Net
27	PLASTIC TRENDS	79.00%
28	POWERSEAL	Model 3121, 3121AS - 40.8% Model 3412AS, 3416AS - 39.5% Model 3490AS, 3480AS - 40.8% Model 3521, 3531, 3532 - 23.7%
29	ROMAC	Saddles R202, R202N, R202NH - 59.8% Saddles - R306, R305 - 48.8% Inserts - R260 - 45% Alpha and Macro - 52.44% Tap Mate Parts - 31.71%
30	SIGMA	Import Restraints - 57.32% Import Fittings - 51.1% P-401 Fittings - 51.83% Domestic Fittings - 19.5% Domestic Restraints - 45%
31	SMITH-BLAIR	0% - Net
32	SPEARS	SCH40 Fittings - 48.5% CPVC Fittings - 48.5% SCH40 Fab Fittings - 42.3% SCH80 LG Diameter Fittings - 42.3% PVC Ball Valves - 36% Marine Fittings - 4%
33	STAR	Import Restraints - 59.14% Import Fittings - 51.1% P-401 Fittings - 51.83% MJ C153 ACC - 45%
34	TYLER UNION	Import Fittings - 51.1% P-401 Fittings - 51.83% Accessories - 49.4%

35	US FOUNDRY	0% - Net
36	US PIPE FABRICATION	47.25%
37	VAL-MATIC	0% - Net
38	WILKINS	Repair Kits and Parts - 41.18% Whole Goods - 57.65% Backflows - Net
<i>Manufacturers Available to Vendor</i>		
40	American Ductile Iron Pipe	0% Net MSRP
41	ADS	0% Net MSRP
42	Asahi	53%
43	Diamond Plastics	0% Net Block 480 or current block
44	FNW	0% - Net
45	GF Central Plastics	HDPE Fittings and Coupligs - 4% Stainless Stell back Up Rings - 30%
46	Hayward	14%
47	IPEX	SCH80 Fittings - 84% SCH40 Fittings - 70.5% Large Dimaeter SCH80 Fittings - 60% Vanstone Flanges - 52% SCH80 Fabricated Fittings - 47%
48	JM Eagle	0% Net Block 480 or current block
49	Pollard Water	0% - Net website MSRP
50	ProSelect	0% - Net
51	ProFlo	0% - Net

EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 03/19/2018 - Page 1 of 2



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND
SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 4/12/2022


Signature

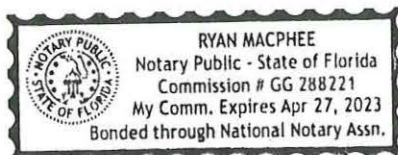
STATE OF FL
COUNTY OF LEE

MARK MCFALLS / GENERAL MANAGER
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12th day of April, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____

[Stamp/seal required]


Signature, Notary Public



CONSENT ITEMS 1.8

2022 Audit Engagement Letter with Bodine Perry - One Year Extension

Issue:

The City's FY2022 Audit.

Background:

Bodine Perry PLLC has audited the City for a number of years and have offered to continue their audit engagement for one year. Staff recommends continuation of engagement at the proposed price of \$43,400 for the Governmental and Business-type and \$5,150 for the Community Redevelopment Agency financial statements. Bodine Perry PLLC completed the 2021 audit on time to meet the Florida Auditor General's deadline of June 30th. They worked well with staff, thoroughly examining our records and accommodating our schedules.

Attachment(s):

1. 37-22-09 City of Zephyrhills
2. 37-22-10 Zephyrhills CRA

Fiscal Impact:

Budgeted in FY2023 - \$43,400 in the General Fund and \$5,150 in the CRA Fund.

Staff Recommendation:

Staff recommends approval of Bodine Perry PLLC audit agreement one year extension.



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Audit Engagement Letter

July 18, 2022

To the City Council, City Manager, and Finance Director
City of Zephyrhills, Florida

We are pleased to confirm our understanding of the services we are to provide City of Zephyrhills, Florida, for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Zephyrhills, Florida (the City), as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Zephyrhills, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Zephyrhills, Florida's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) GASB required supplementary Other Post Employment Benefit (OPEB) information

We have also been engaged to report on supplementary information other than RSI that accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of federal and/or state awards

In connection with our audit of the basic financial statements, we will read other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If,

based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council, City Manager, and Finance Director of the City of Zephyrhills, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the

financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or

detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City's in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is

reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 1, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with

our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate

confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Bodine Perry and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal or state agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bodine Perry personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties or their designees may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the other parties. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Marci Reutimann, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately December 1, 2022, and to issue our reports no later than April 30, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$43,400. If a single audit is not required this fee will be reduced by \$2,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

This engagement may continue from year to year if agreed to by both parties. The agreement can be terminated by either party by written notice to the other party by June 30th of the year of termination. If the engagement continues, the fee increase may not exceed the increase in the consumer price index at the most recent calendar year end.

It is our understanding that the City will prepare the State Auditor General's Annual Financial Report (AFR). We will review the AFR to insure it agrees with the audited financial statements.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council, City Manager, and Finance Director of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the City of Zephyrhills, Florida, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Bodine Perry PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Zephyrhills, Florida.

Management signature: William C. Poe, Jr.

Title: City Manager

Date: August 8, 2022

Governance signature: _____

Jodi Wilkeson

Title: Council President

Date: August 8, 2022



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Audit Engagement Letter

July 18, 2022

To the Board of Commissioners
Zephyrhills Community Development Agency
5335 8th Street
Zephyrhills, FL 33542

We are pleased to confirm our understanding of the services we are to provide Zephyrhills Community Development Agency (Zephyrhills CRA) for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Zephyrhills CRA as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Zephyrhills CRA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Zephyrhills CRA's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the

financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Zephyrhills CRA's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of Zephyrhills CRA in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government

involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Bodine Perry and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Zephyrhills CRA or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bodine Perry personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Marci Reutimann, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately December 1, 2022, and to issue our reports no later than April 30, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$5,150. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You

will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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Reporting

We will issue a written report upon completion of our audit of Zephyrhills CRA's financial statements. Our report will be addressed to The Board of Commissioners of Zephyrhills CRA. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Zephyrhills CRA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Bodine Perry PLLC

RESPONSE:

This letter correctly sets forth the understanding of Zephyrhills CRA.

Management signature: _____

Title: CRA Director Gail Hamilton

Date: August 8, 2022

Governance signature: _____

Title: Council President Jodi Wilkeson

Date: August 8, 2022

BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT 2.1

COMP Plan 2035 Presentation

Issue:

2035 Comprehensive Plan Update.

Background:

The Planning Department is in the process of updating the City Comprehensive Plan. A major overhaul is in the works of updating the entire document with the intent to make it more user-friendly and graphic /visual. Staff has had multiple Community meetings to talk about: 1.) What a Comprehensive Plan is, 2.) Like and dislikes about Zephyrhills, and 3.) Ideas / Solutions to implement to carry out the Community's Vision. Staff proposes to conduct the same meeting with the Mayor / City Council at the August 8th City Council meeting. Staff / Tammy Vrana will be present and provide a brief Powperpoint presentation with a few questions intended to stimulate some discussions to assist Staff with input for the update of the Comprehensive Plan.

Attachment(s):

1. Slides_CCCommunityConversations_PlanZH2035_2022_0803

Fiscal Impact:

NA

Staff Recommendation:

NA

Community **CONVERSATIONS**

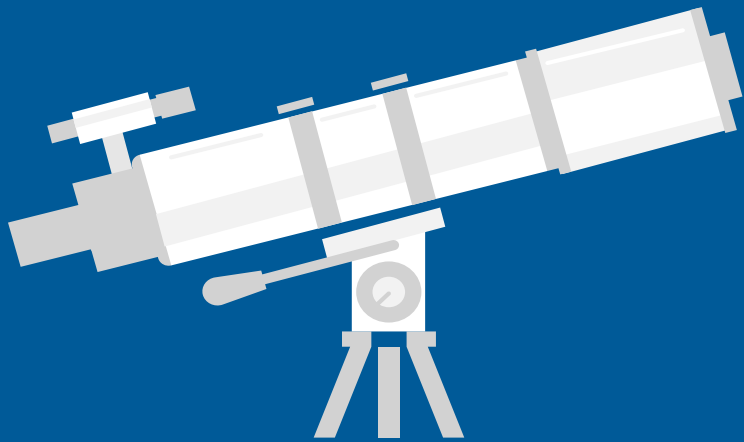


Zephyrhills City Council

August 8, 2022

*What is the
Comprehensive
Plan?*

What does it do?



- A written, **LONG-RANGE PLAN** for Zephyrhills
- Explains the community's **SHARED VISION** for the future
- Sets **GOALS, OBJECTIVES & POLICIES** for growth & development activities that affect the City
- Helps protect **VALUED PLACES** & promote **ECONOMIC PROSPERITY** for all
- Carried out thru city zoning, land development regulations, infrastructure budgeting, etc.



comprehensive plan
REQUIRED TOPICS

multi-modal
TRANSPORTATION

HOUSING
choices & affordability

public
FACILITIES & SERVICES

resource
CONSERVATION

FUTURE LAND USE
types, location & intensities

RECREATION
& open space

INTERGOVERNMENTAL
coordination

CAPITAL
improvements

planzephyrhills



2035

Comprehensive Plan Update

**WHERE ARE WE NOW &
WHERE ARE WE GOING?**

WHAT IS OUR VISION FOR THE FUTURE?

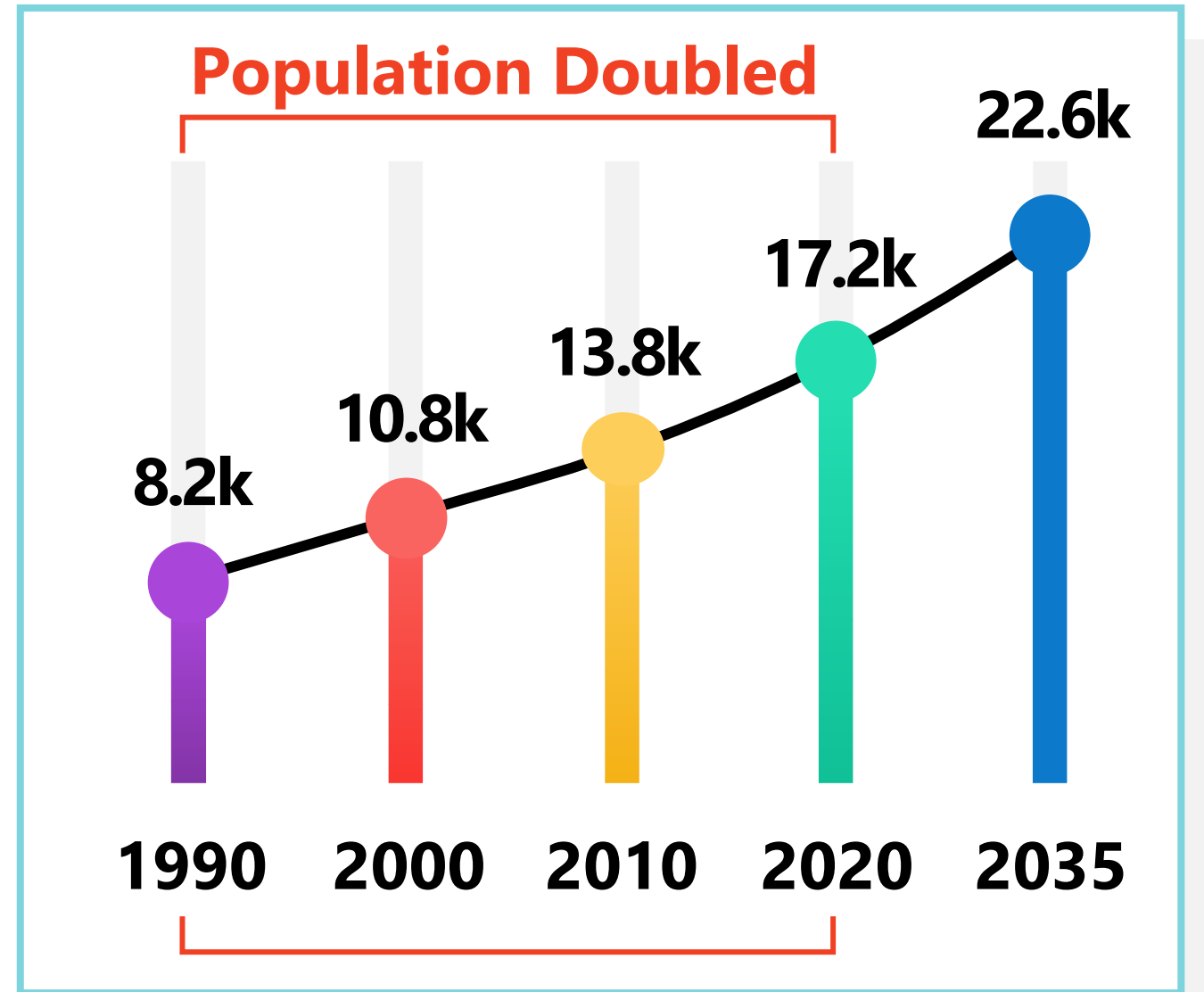
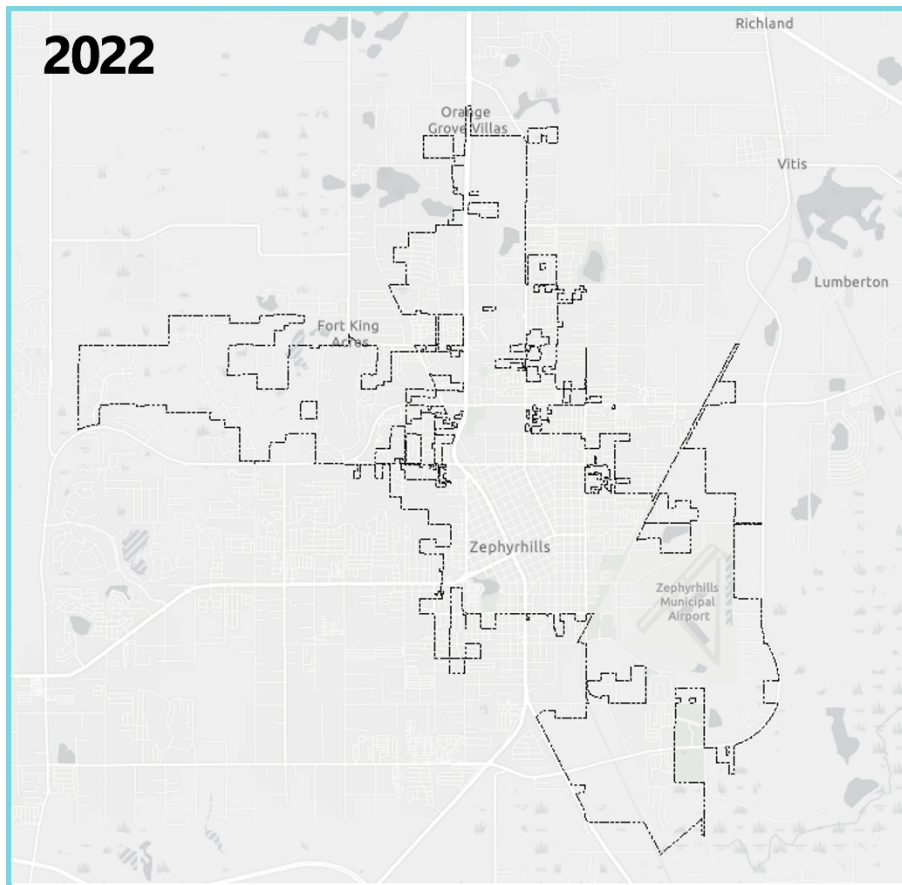
HOW DO WE GET THERE?



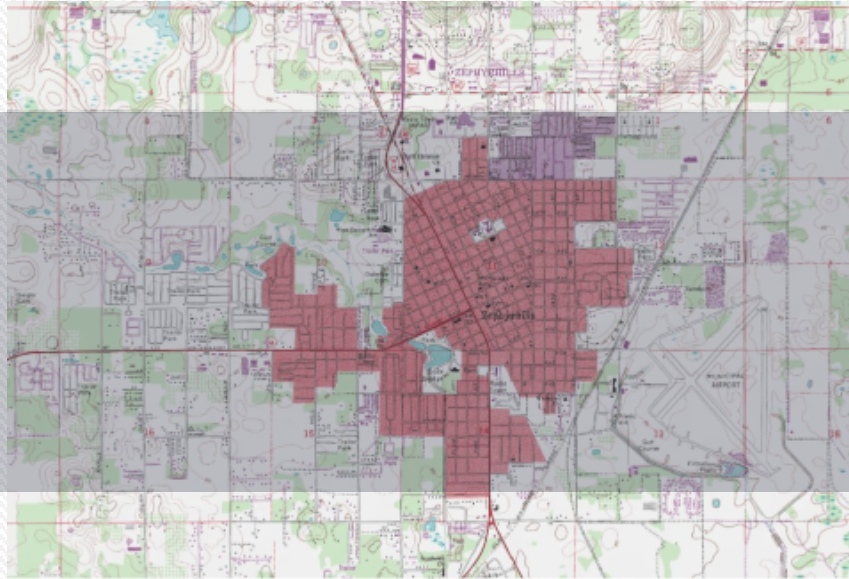
***Comprehensive
Plan Update***

POPULATION GROWTH

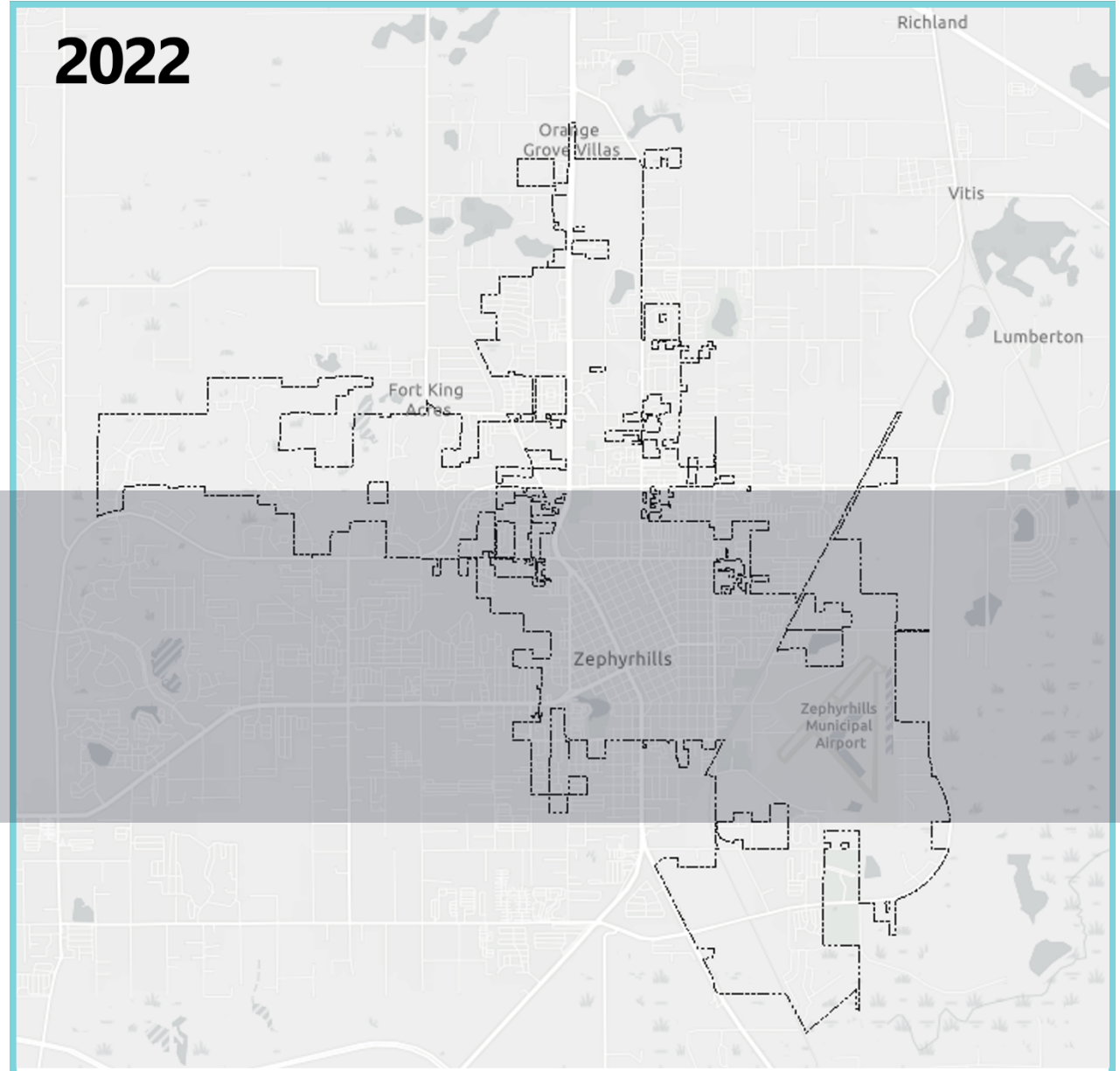
Zephyrhills



1975



2022



DEMOGRAPHICS

HOUSING

Zephyrhills

2010 Census

Total households	5,977
Average household size	2.16
Average family size	2.69
Owner-occupied	65.5%
Renter-occupied	34.5%

2020 Census

Total households	7,178
Average household size	2.17
Average family size	2.82
Owner-occupied	65.7%
Renter-occupied	34.3%

HOUSEHOLDS COST-BURDENED

Zephyrhills (2020 estimates)

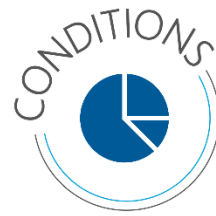
Household Income	30% or less	30.1-50%	More than 50%
30% AMI or less	143	112	621
30.01-50% AMI	360	509	400
50.01-80% AMI	1030	676	42
80.01-100% AMI	702	52	
Greater than 100% AMI	2725	94	

1,297
households

1,063
households



Comprehensive Plan Update Process



Community Vision



Plan Pillars



Livable Built
Environment



Healthy, Equitable
Community



Harmony with
Nature



Resilient
Economy



Responsible
Regionalism

Goal & Policy Writing

Plan Adoption & Implementation



Comprehensive Plan Update Process



Community Vision





Community Vision



Community Vision



Plan Pillars



Livable Built
Environment



Healthy, Equitable
Community



Harmony with
Nature



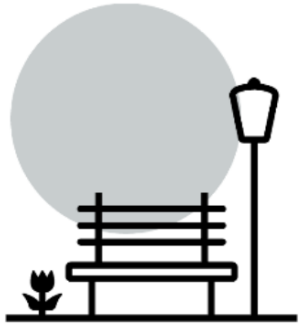
Resilient
Economy



Responsible
Regionalism



Plan Pillars



Livable Built Environment



Healthy, Equitable Community



Harmony with Nature



Resilient Economy



Responsible Regionalism

→ **Goal & Policy Writing**

→ **Plan Adoption & Implementation**



Comprehensive Plan Update Process



Community Vision



Plan Pillars



Livable Built
Environment



Healthy, Equitable
Community



Harmony with
Nature



Resilient
Economy



Responsible
Regionalism

Goal & Policy Writing

Plan Adoption & Implementation

01

What creates **quality of life** in Zephyrhills?

PLANZEPHYRHILLS 2035

02

What issues or challenges face Zephyrhills?

PLAN ZEPHYRHILLS 2035

03

Zephyrhills should strive to _____.

be
have
include
preserve
attract

*What words
would you
choose to
complete this
sentence?*

PLAN ZEPHYRHILLS 2035

Community **PARTICIPATION**



Zephyrhills 2035
Comprehensive Plan

Community
CONVERSATIONS (5+)
Engagement **HUB**
Plan2035.zhills.city
Community Visioning
WORKSHOPS
How Shall We Grow?



The greatest, most memorable cities don't just happen.

The comprehensive plan is our roadmap to be a place of lasting value & opportunity for the whole Zephyrhills community.



Thank you!

Todd Vande Berg

Planning Director

tvandeberg@ci.zephyrhills.fl.us

813-780-0010

Plan2035.zhills.city

CITY MANAGER'S REPORT 3.1

Award Bid No.11-22-06 for Dairy Road Extension Guardrail and Retaining Wall Construction

Issue:

Approval on the selection of the contractor for the Bid 11-22-06, Dairy Road Extension Hand and Guard Rails and Retaining Wall Construction.

Background:

On June 26, 2022, the City distributed Bid 11-22-06 a second time. The first publication did not raise any bidders for the Dairy Road Extension Hand and Guard Rails with a retaining block wall construction. The solicitation was distributed online through BidNet Direct which had thirteen (13) contractors download the bid package. On July 22, 2022, the City received one (1) solicitation response:

Bidders	Base Amount	10% Contingency	Total
B.R.W. Contracting	\$223,500.00	\$22,350.00	\$245,850.00

Attachment(s):

1. Consent Item-Dairy Road Hand Guard Rails (1)

Fiscal Impact:

FY 21-22 Traffic Impact Fees (TIF) & TIF Contingency

Staff Recommendation:

After careful review by the City and the Director of Public Works, it is our recommendation for the award be made to B.R.W. Contracting, Inc. in the total amount of \$245,850.00 which includes contingency by our City Council based on their responsiveness, reviews and references.

City Council Meeting
August 8, 2022

Action Item X
Information Only

CONSENT ITEM

Issue:

Approval on the selection of the contractor for the Bid 11-22-06, Dairy Road Extension Hand and Guard Rails and Retailing Wall Construction

Background:

On June 26, 2022, the City distributed Bid 11-22-06 a second time. The first publication did not raise any bidders for the Dairy Road Extension Hand and Guard Rails with a retaining block wall construction. The solicitation was distributed online through BidNet Direct which had thirteen (13) contractors download the bid package. On July 22, 2022, the City received one (1) solicitation response:

Bidders	Base Amount	10% Contingency	Total
B.R.W. Contracting	\$223,500.00	\$22,350.00	\$245,850.00

The City's purchasing department reviewed the response to see if they were responsible and responsive. The Public Works Director reviewed the responses based on their technical specifications, background, references and the bid detailed pricing lines. Both companies have performed on previous projects with the City with good results. All references were very positive and do not contain any information which raises questions.

Budget:

Fiscal Year 2021-22

Recommendation

After careful review by the City and the Director of Public Works, it is our recommendation for the award be made to B.R.W. Contracting, Inc. in the total amount of \$245,850.00 which includes contingency by our City Council based on their responsiveness, reviews and references.

Attachment:

City contract

CITY MANAGER'S REPORT 3.2

Approval of Agreement No. 25-22-04 with B.R.W. Contracting for Dairy Road Extension Guardrail and Retaining Wall Construction

Issue:

Approval of Agreement No. 25-22-04 with B.R.W. Contracting for Dairy Road Extension Hand and Guard Rails and Retaining Wall Construction.

Background:

On June 26, 2022, the City distributed Bid 11-22-06 a second time. The first publication did not raise any bidders for the Dairy Road Extension Hand and Guard Rails with a retaining block wall construction. The solicitation was distributed online through BidNet Direct which had thirteen (13) contractors download the bid package. On July 22, 2022, the City received one (1) solicitation response:

Bidders	Base Amount	10% Contingency	Total
B.R.W. Contracting	\$223,500.00	\$22,350.00	\$245,850.00

Attachment(s):

1. 17704350v1 - Agreement-Dairy Rd Hand Guard Rails
2. Exhibit A Bid 11-22-05
3. Exhibit B Contractor's Response

Fiscal Impact:

FY21-22 Traffic Impact Fees

Staff Recommendation:

City Manager and Public Works Director request Council's approval of B.R.W. Contracting's agreement in the total amount of \$245,850.00 which includes 10% contingency.

CITY OF ZEPHYRHILLS

CONTRACT No. 25-22-04

DAIRY ROAD EXTENSION RETAINING WALL; GUARDRAIL; ANCHORS & HANDRAIL

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this ____ day of **August, 2022** by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **B.R.W. CONTRACTING, INC.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 2522 Hunt Road, Land O’ Lakes, Florida 34638 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the “Contract Documents”, are incorporated into and made part of this Agreement for the **construction and installation of block retaining wall; guard rail and anchors and handrail:**

- 2.1.1 Bid 11-22-05, Hand & Guard Rail, Block Wall Installation “**Exhibit A**”.
- 2.1.2 Contractor’s response to Item 2.1.1, attached hereto as “**Exhibit B**”.
- 2.1.3 Bid 11-22-05 Addenda

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall be up to a maximum of **One Hundred Eighty Days (180)** calendar days from Notice to Proceed. During the pre-project meeting the awardee will provide the Owner the number of weeks which will take for the equipment to be delivered. Once delivered a Notice to Proceed will be issued which will start the 180 calendar days.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City’s request, provide adequate assurances to the City in writing, of Contractor’s ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Contract is awarded to a maximum of **\$245,850.00** which includes 10% contingency. Compensation for services shall be as per outlined in Contractors response, attached as Exhibit B. The City will be processing payments via ACH/EFT. (See Forms)

4.3 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

ARTICIAL 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers’ compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers’ compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

Mr. James Pietracatella, Jr.
B.R.W. Contracting Inc.
2522 Hunt Road
Land O' Lakes, FL 34638

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well

as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

13.1 Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000.00 (this could be \$2,000,000.00 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

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

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

ARTICLE 14 – FORCE MAJEURE

14.1 A “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

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

ARTICLE 15 – CHANGE ORDERS

15.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an **AIA Document G701**. Change Orders are a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

Upon receipt of an executed authorized Change Order, the Contractor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

The City Public Works Director may authorize changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

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

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

16.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

16.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

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

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

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

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Witness

Jodi Wilkeson, Council President

Witness

Attest: _____
Lori L. Hillman, City Clerk

Signed, Sealed and Delivered
In the presence of:

B.R.W. CONTRACTING, INC

Witness

By: _____
James Pietracatella Jr-President

Witness

AGENCY: CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542				INVITATION TO BID Response Acknowledgement	
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/					
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE		BID/PROPOSAL RESPONSES OPENING DATE/TIME	
11-22-05	06/26/2022	Dairy Road Ext-Hand & Guard Rail		BidNet Online-July 22, 2022 before 11 AM	
TELE CONFERENCE DATE GoTo Meetng ☐ Strongly Recommended ☒ None DATE: TIME: None Scheduled				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Bid Bonds must be received	
Call: ACCESS CODE:					
SITE VISIT: None-Responsibility of Bidder to visit the project site to ensure all site conditions have been considered when preparing response					
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS:				If returning as a "NO" state reason:	
TELPHONE NUMBER:					
EMAIL ADDRESS:					
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:	
				AUTHORIZED SIGNATURE	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this ____ day of _____, 2022 Personally known: ☐ Or produced identification: ☐ Type of ID: _____ _____ Notary Signature State My commission expires: _____				AFFIX NOTARY STAMP BELOW	
BONDS An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

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BID RESPONSE FORM

In accordance with the Specifications contained herein, I certify that any and all information contained in this bid response is true; and I further certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the bid, and certify that I am authorized to sign for the applicant firm. *Please print the following and sign your name.*

Bidder shall include 10% contingency of total contract sum for any additional materials or labor (if needed) within the scope of the project. Any contingency items shall be approved by written change order (no exceptions). NOTE: To be paid in full upon substantial completion in writing by both parties.

ROAD IMPROVEMENTS TOTAL	\$ _____
10% CONTINGENCY	\$ _____
TOTAL CONTRACT SUM: (Amount of Bid + Contingency)	\$ _____

See Attached Itemized Price Sheet

Total Contract Sum of Bid in Words: _____

The **BIDDER** must submit a bid for bid items A and B and the sum of these bid items will be considered the Total Amount of Base Bid. The **BIDDER** must submit a bid on all items or the bid shall be considered irregular. The **OWNER** reserves the right to accept or reject the bid. The **OWNER**, or his representative, further reserves the unqualified right to determine whether any particular item or items or materials, equipment, or whatsoever is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same. The bid selection shall be based on the apparent low bidder for the **"TOTAL AMOUNT OF BASE BID"**.

Add'l Documents Included:

☐ Bid Form	☐ Electronic Bid Bond	☐ Addenda Affidavit
☐ References	☐ Public Entity Crimes Form	☐ License(s) copies
☐ Drug Free Workplace	☐ Page 22, Signature/Seal	☐ E-Verify
☐ No Bid	☐ Errors & Omissions	☐ Non Collusive
☐ Certification re: Debarment, Suspension, Ineligibility & Voluntary Exclusion		

NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: _____ **TITLE:** _____

ADDRESS: _____

PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

BIDDER SIGNATURE: _____ **DATE:** _____

Corporate Seal or Notarization below date

Bid Form – Part B

Mobilization Lump Sum: \$ _____

Handrail – FDOT 515-062, Aluminum Pedestrian Picket 42"

Unit Price: _____ 240.0 LF \$ _____

FDOT Guardrail

Unit Price: _____ 50.0 LF \$ _____

Guardrail End Anchor-FDOT

Unit Price: _____ 2.0 EA \$ _____

Stacked Block Retaining Wall 0'-3' High Unit Price: _____ 560.0 LF \$ _____

10% Contingency: \$ _____

Total Price: \$ _____

BID REQUIREMENTS

Bid documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills>. A link to Bidnet Direct can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be **submitted through BidNet Direct electronically before the date and time listed for responses**.

Bid Bond: There are two methods of providing your solicitation bid bond. The **first** and preferred method is by an EBond which can be electronically uploaded with your solicitation response. The **second** method is to provide a certified check and deliver it to City Hall, 5335 8th Street, Zephyrhills, Florida 33542 before the deadline. Shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time.

The Bid Bond (EBond or Certified Check) provides as a guarantee that if the bid proposal is accepted, the bidder will execute and execute the contract and furnish a Payment and Performance Bond at least equal to one hundred percent (100%) of the contract price within ten (10) days after Notice of Award of the contract.

The bid package language accommodates for all types of services and/or purchases.

PRE-CONFERENCE CALL: None Scheduled

It is the responsibility of the bidder to visit the project site to ensure all site conditions have been considered when preparing the response to this invitation.

Bid Bond: A bid bond shall accompany each bid response. The bid bond shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the

Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. The Bid Bond is to be included in their BidNet Direct response (electronically).

Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

Insurance: The Contractor shall, prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified.

The policy's expiration date shall exceed the length of the named project/contract. It shall be the responsibility of the Contractor to insure that all subcontractors comply with the following insurance requirements:

Insurance Requirements for Subcontractors: Due to the recent difficulties in the insurance market which often makes it impossible for smaller subcontractors to meet the requirements accepted by the general contractor, the following program is now in effect:

1. The general contractor will continue to provide insurance coverage as required by the City.
2. The general contractor will continue to sign a standard Hold Harmless / Indemnification clause.
3. The contract/bid document will simply state that the contractor is responsible for insuring that his/her subcontractors are adequately insured and that any action taken against the City would be covered under the contractor's signed Hold Harmless/Indemnification clause.
4. An exception to #3 would be in the case of any subcontractor whose work has a value of 50% of the total project cost, the subcontractor will be required to meet the same insurance requirements imposed upon the general contractor.
5. The City retains the right to require any subcontractor to provide proof of insurance coverage and to request modifications when deemed necessary.

The insurance certificate shall be endorsed by the Contractor's insurance carrier. All certificates of insurance must be approved by the City of Zephyrhills, Florida and name the City as an additional insured.

Indemnity: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere

within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

Exparte Communication: Please note that to insure the proper and fair evaluation of a bid proposal, the City of Zephyrhills prohibits exparte communication (i.e., unsolicited) initiated by a bidder to the City official or employee evaluating or considering the bids prior to the time a bid decision has been made. Any communication between bidder and the City will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Any exparte communication may be grounds for disqualifying the offending bidder from consideration or award of the proposal then in evaluation or any future proposal.

INSTRUCTIONS TO BIDDERS

1. **Proposals.** Sealed Proposals will be received at a time and place designated in "Invitation to Bid" for furnishing all transportation, labor, material and equipment, and performing all operations required for the construction and completion of the work herein specified and shown on the drawings.
2. **Additional Information or Clarification.** Request for additional information or clarifications must be made in writing and can be faxed or can e-mailed. Facsimiles must have a cover sheet that includes the Proposer's name, the Bid number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than Tuesday, July 19, by 2:00 PM.**
3. **Equivalent Brand Names.** When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval **no later than Tuesday, July 19, 2022 by 2:00 PM.**
4. **Bidder:** A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.
5. **Bid Bond.** When not otherwise specified, a certified or cashier's check on any national or state bank, or a bid bond, in a sum not less than five percent of the amount bid, made payable to the City, must accompany each Proposal as a guarantee that the bidder will promptly enter into agreement to do the work and furnish the required bond. The Bid Bond shall be submitted with the understanding that the bidder will not withdraw his bid for a period of sixty days after bids are received unless a different period is stated in the Bidding Requirements or Contract Conditions.

11-22-05 Dairy Road-Guardrail Construction

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6. **Proposal Forms.** The bidder shall submit his Proposal on the forms furnished herewith. The blank spaces shall be filled in correctly for each lump sum item and for every item for which a quantity is given. The bidder shall state the price, typewritten or printed in ink, for which he proposes to do each item of work called for. Two (2) copies of each form are to be submitted as the bid package.
7. **Signature on Proposal.** The bidder must sign his Proposal correctly. If the proposal is made by an individual, he shall sign and his name and his post office address shall be shown. If made by a firm or partnership, signature shall be by a general partner and the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation was chartered, also the name and business address of its president, secretary and treasurer. The Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.
8. **Familiarity with Laws.** The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.
9. **Examination of Drawings, Specifications and Site of Work.** The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.
10. **Qualifications of Bidders.** The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show that he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.
11. **Disqualification of Bidders.** No bidder shall submit more than one proposal, and reasonable grounds for believing that a bidder interested in more than one Proposal for the same work will cause rejection of all Proposals in which such bidder, or bidders, are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.
12. **Right to Reject Proposal.** Right is reserved to reject any or all Proposals and to disregard technical errors.
13. **Return of Proposal Guaranty.** As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.
14. **Execution of the Agreement.** The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.
15. **Failure to Execute the Agreement.** Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect.

16. **Withdrawal of Proposal.** A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by communicating his purpose in writing to the City and his Proposal will be returned to him unopened.
17. **Interest of Member of or Delegate to Congress.** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.
18. **Basis of Award.** Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Awards will be made to the lowest responsible bidder. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.
19. **Award of Contract.** The City reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The City reserves the right, prior to award of Contract, to add to the scope of the project any item or any combination of items which may exceed the total bid price for the project.

Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Awards will be made to the lowest responsible bidder. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.

Background Checks: The City of Zephyrhills reserves the right to process background checks on the successful contractor/vendor.

In the event the contract is awarded to this Bidder, he will enter into a formal written agreement with the City in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to him. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

If awarded this contract, It is hereby understood and mutually agreed, by and between the Contractor/Vendor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

It is further agreed where under the contract an additional time is allowed for the completion of any work, the time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor/Vendor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor/Vendor is without fault and the Contractor's or Vendor's reason for the time extension is acceptable to the Owner: Provided, further, that the Contractor/Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.

(b) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsection (a).

Provided, further, that the Contractor/Vendor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor/Vendor within a reasonable time of its decision in the matter.

The Contractor/Vendor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor/Vendor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. The Bidder agrees to supply all materials within thirty (30) days after successful agreement has been signed by both parties and after contract has been submitted to them and receipt of Notice to Proceed.

If the said Contractor/Vendor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor/Vendor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor/Vendor shall be in default after the time stipulated in the contract for completing the work

Should the contractor/vendor fail to substantially complete and supply the materials listed under this contract and make it available for beneficial use on or before the date stipulated for completion (or such later date as may result from extension of time granted by City), he shall pay the City, as liquidated damages, the sum of **\$500.00** for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty.

Any notice to any Contractor/Vendor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor/Vendor at his last given address or delivered in person to the said Contractor/Vendor or his authorized representative on the work.

20. **Conditions.** The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications", and shall be attached to the bid. Any variations or exceptions shall meet or exceed the plans and specifications.
21. **Quantities.** An estimate of the quantities of work to be done and/or materials to be furnished is given in the specifications. It is the result of the City's calculations and is believed to be correct. It is given only as a basis of comparison of bids and the City does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work performed or materials furnished in accordance with the

plans and specifications. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.

22. **Public Record.** In accordance with 119.0701 F.S. Contractor shall:

IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000**

24. **Correction of Work.** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good replaced and/or corrected, as the case may be by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.
25. **Subsurface Conditions Found Different.** Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the specifications he will at once make such changes in the Plans and/or Specification, as the Contractor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.
26. **Claims for Extra Cost.** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.
27. **Termination (Cause and/or Convenience).**
- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the

other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

- b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- c. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

PRELIMINARY MATTERS

Delivery of Bonds. Simultaneously with the execution and delivery of the Agreement, the Contractor shall deliver to the City the required executed Bonds. Additional copies will be furnished, upon request, at the cost of reproduction.

Before Starting Work. Before starting the work at the site, the Contractor shall furnish the City with certificates of insurance and schedules as required by the City and a conference will be held to review the above schedules, to establish procedures for handling Applications for Payment and to establish a working understanding between the parties as to the Project. Present at the conference will be the City and its representative, the Contractor and his Superintendent.

Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He shall at once report in writing to the City any conflict, error or discrepancy which he may discover. The Contractor assumes full

responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality and local conditions that may in any manner affect the Work to be done and represents that he has visited the site.

The City shall give the Contractor a written Notice to Proceed, stating a date on which it is expected that the Contractor will start the work. No work shall be done prior to the date on which the Work is to start.

The Contractor Time shall commence to run on the date of the Notice to Proceed.

CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

For Construction. It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the City and the Contractor. They may be altered only by a Modification. The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. No deviation will be allowed from the City's interpretation thereof. The intent of the Contract Documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. The Contractor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. The Contractor shall follow the Drawings and execute all work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the City. The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under this Contract, whether performed either directly by the Contractor or by any Subcontractor.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the City's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Special Conditions, General Conditions, Specifications, including any Addenda, Drawings, Invitation to Bid and Contractors Bid. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

Insurance. Prior to beginning any work hereunder or allowing any Subcontractor to begin any work, the Contractor/Vendor shall procure, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 (this could be \$2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said

insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage. *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance

Liens: The Contractor/vendor shall indemnify and save harmless the City from all claims, demands, causes of action, suits of whatever nature arising out of the services, labor, and materials furnished by the Contractor/vendor or its Subcontractors under this Contract, and from all laborers', materialmen's and mechanics' liens upon the property which the work is located arising out of the services, labor, and materials furnished by the Contractor/vendor or any of its Subcontractors under this Contract; and shall keep said property free and clear of all liens, claims, and encumbrances arising from the performance of this Contract by the Contractor/vendor or its Subcontractors; the Contractor/vendor hereby waiving all rights to claim such lien on the City's properties.

If required, the Contractor shall furnish at the City's option either (a) a good and sufficient release or waiver of lien from itself, every subcontractor, materialman, laborer, and other person furnishing services, labor, or materials in connection with the work or (b) receipts in full, together with an affidavit that the receipts cover all the services, labor, and materials furnished by the Contractor or its Subcontractors for which a lien might be filed except as covered by the releases and waivers of liens; but if any Subcontractor, laborer, materialman, or other person refuses to furnish a waiver or release a receipt in full, the Contractor may furnish a Bond satisfactory to the City to indemnify the City against any claim or lien or otherwise. (c) Surety Bond may be furnished by the Contractor or his Surety as a guarantee that he will execute the work in accordance with the terms of the Contract, and that he shall make all payments for all labor, materials and supplies directly or indirectly for the work. If Surety Bond is required by the City, Contract price will be increased by an amount equal to the cost of securing said Bond.

Definitions. The following terms are respectively defined as follows:

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- Contractor: A person, firm or corporation with whom the contract is made by the Owner/City.
- Subcontractor: A person, firm or corporation supplying labor and materials or only labor for at the site of the project for, and under separate contract or agreement with the Contractor.
- Work on (at) the Project: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.
- Owner: Can represent the City of Zephyrhills and/or property/business owners.

CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence. The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. The Contractor shall accept full responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work and promptly repair any damage done from any cause whatsoever. After acceptance of the work, Contractor's responsibility shall extend to defective or faulty work as later defined in these specifications.

The Contractor shall keep on the Work site at all times during its progress, a competent resident superintendent who shall not be replaced without written consent of the City, under extraordinary circumstances. The Superintendent will be the Contractor's representative at the Site and shall have the authority to act on behalf of the Contractor. He shall be present at the pre-construction conference. All communications given to the Superintendent shall be as binding as if given to the Contractor.

Labor, Materials, Equipment, and Manufactured Articles. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, and initial operation and completion of the Work. Any work necessary to be performed after regular working hours, on Sunday or legal holiday, shall be performed without additional expense to the City.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All material and workmanship shall in every respect, be in accordance with what, in the opinion of the City, is in conformity with approved modern practice.

Contractor's Title to Materials. No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contractor or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

Request for Information (RFI). Immediately on discovers of the need for additional information the Contractor/Vendor shall submit a RFI to the Owner's representative, Project Manager.

Use of Premises. The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, or permits and shall not

unreasonably encumber the premises with materials or equipment. Materials stored without proper permits shall be promptly relocated upon request by the City at the Contractor's expense.

Record Drawings. The Contractor shall keep one record copy of all Specifications, As-built Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the RPR and the Engineer. As-builts shall be delivered to them for the City and Engineer upon completion of the Project. Release of retainage shall be contingent upon delivery of red-lined "as-builts".

Supplementary Drawings. When, in the opinion of the City, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Engineer.

The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be prepared that they can be reasonably interpreted. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment; and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work

The supplementary drawings shall be binding upon the Contractor with the same force as the drawings. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor shall be subject to the terms of the agreement.

Shop or Setting Drawings. The Contractor shall submit promptly to the Architect/Engineer four (4) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with four (4) corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

Architect/Engineer's Authority. The Architect/Engineer shall give all orders and direction contemplated under the contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials that are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications; the determination or decision of the Architect/Engineer shall be a condition precedent to the Contractors to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in

regard to their work that may arise between the contractor under this contract and other Contractors performing work for the City shall be adjusted and determined by the Architect/Engineer.

Safety and Protection. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

All employees on the Work and other persons who may be affected thereby.

All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

Other property, including City property, at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the City, or his duly authorized representatives. He shall notify the Architect/Engineer immediately. Any claim for compensation by the Contractor shall be promptly submitted to the Architect/Engineer for approval.

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

SAFETY PLAN

- A. It is the contractor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.
- B. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractor of America, and OSHA's Safety and Health Standards (29 CFR 1926/1910) U.S. Department of Labor, to the extent that such provisions are not in contravention of applicable law.
- C. **Safety Requirements:**
 - 1. The Contractor shall provide documentation on Means of Egress, Emergency Evacuation, Confined Space Entry, Lock Out – Tag Out, Hot Work Permit, Hurricane Preparedness, Right-to-Know / MSDS Sheets to the satisfaction of the City prior to commencement of any single job.
 - 2. A Contractor Process Safety Management Briefing will be held at the Pre-Construction Conference. The Contractor will be required to attend this briefing and sign a form so stating that he has been briefed. A copy of this form is included in the Forms section of this package.

Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

Assignability. The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all of any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that right of the assignee in and to any monies

due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

Mutual Responsibility of Contractors. If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner or account of any damage alleged to have been sustained, the Owner shall notify the contractor, who shall indemnify and save harmless the Owner against any such claim.

Subcontractors. The Contractor shall not employ any Subcontractor against whom the City may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. Within 30 calendar days after the date of the Award of Contract and before the City shall make any partial payments to the Contractor, the Contractor shall furnish to the City in writing for acceptance by the City a list of the names of the Subcontractors proposed for the principal portions of the work. The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City, unless the City determines that there is good cause for doing so.

The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City to pay or to see to the obligation on the part of the City to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The City may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done in accordance with schedule of values.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the City. The terms of the Contract Documents shall control over any discrepancy in any other document.

Laws and Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the Specifications or drawings are at variance therewith, he shall give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Engineer, he shall bear all costs arising therefrom; however, it will not be his primary responsibility to make certain that the drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Permits and Protection of Public. The Contractor/Vendor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating or in anywise obstructing the streets and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions.

Where there are telephone, telegraph, light or power poles; water mains, conduits, pipe, or drains; or other construction either public or private; in or on the streets or alleys; the work shall be so conducted

that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given and all the facilities afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

Unless otherwise expressly provided for in the Specifications, the City will furnish to the Contractor/vendor all surveys necessary for the execution of the work.

The Contractor/Vendor shall procure and pay all other permits, licenses and approvals necessary for the execution of this contract and shall comply with all Florida Department of Environmental Protection requirements. Cost of building permits will be waived by the City of Zephyrhills. ***The Contractor/Vendor must be registered with the City of Zephyrhills Building Department.***

Use of Premises. The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, or permits and shall not unreasonably encumber the premises with materials or equipment. Materials stored without proper permits shall be promptly relocated upon request by the City at the Contractor's expense.

Materials, Services and Facilities. (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. (b) Any work necessary to be performed after regular working hours, on Sunday or legal holiday, shall be performed without additional expense to the Owner.

Quality Control. The Contractor/Vendor shall maintain quality control over suppliers, manufacturers, products, services, site-conditions, and workmanship to assure they meet or exceed requirements of Standard and local building codes.

Cleaning. The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site for alteration by the Contract Documents.

Protection of Work and Materials. Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall be responsible for all materials, equipment and supplies sold and delivered to the City until final inspection of the work and acceptance thereof by the City. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to receipt of delivery, Contractor shall replace same without cost to the City.

Lands and Right-of-Way. Prior to the start of construction, the City shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

Other Prohibited Interests. No official of the City who is authorized in such capacity and on behalf of the City to negotiate; make, accept or approve or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontracting connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No official who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the

construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, insurance contract, or any other contract pertaining to the project.

Construction Schedule and Periodic Estimates. Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in a form satisfactory to the City, showing the proposed dates of commencement and completion of each of the various subdivision of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms mutually agreeable to the Engineer, Contractor and the City: (a) a detailed estimate giving a complete breakdown of the contract price, and (b) periodic itemized estimates of work done for the purpose of making partial payments therefore. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

Payments to Contractor. (a) At the end of each calendar month during the life of the contract, the engineer will prepare an estimate of the quantities of the work completed and of the total amount due. The amount will be due on or before the 15th day of the second month following the completion of said work. (b) In preparation of monthly partial pay, estimated accounts may be taken if specifically approved by the owner of materials delivered to the site of work but not yet incorporated into the work. (c) When the work provided for by the contract has been completely performed on the part of the contractor and all parts of the work have been approved by the engineer and accepted by the owner, a final estimate will be prepared which shows the total cost of the work performed under the contract, including extra work as authorized by change orders, the total amount retained, and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be reviewed for correctness by the engineer and approved by the owner before payment.

Payments by Contractor. The Contractor shall pay: (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered; and (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest.

Acceptance of Final Payment Constitutes Release. The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

Decisions in Disagreements. The Engineer will be the interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to ensure faithful performance by both the City and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the

work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision; which he will render in writing within a reasonable time.

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

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

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

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

Change of Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time, shall be in writing delivered to the City within five days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the Engineer if the City and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided for. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

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

Whenever changes in the work are ordered by written Modification, the extension to the Contract Time, if an extension is to be allowed, shall be noted in the same written Modification.

Claims for extension of Contract Time will be approved only if the work or the event which causes the delay, affects the path of critical events of the project. In such case an extension of time will then be allowed only to equal the number of days by which this path of events is lengthened. If required by the Engineer, Contractor shall indicate this path of critical events, by diagram or narrative, in such detail as may be necessary to justify his claim and establish the number of days' delay. The path of critical events mentioned herein is defined as that series of interdependent construction events which must be sequentially performed and which require a longer total time to perform than any other such series. Said extension shall be, as determined by the Engineer, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the detention; however, neither an extension of any time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by the City of the right to abrogate the Contract for delay.

Weather Conditions. In the event of temporary suspension of work, or during inclement weather or whenever the Architect/Engineer shall direct, the Contractor will and will cause his subcontractors to carefully protect his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to protect this work, such materials shall be removed and replaced at the expense of the Contractor.

Photographs of the Project. If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Section 5 of the Supplemental General Conditions.

Tests and Inspections. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The offer or payment of any compensation, whatever may be its character or form, the offer or giving of any gratuity, or the offer or granting of any valuable favor by the Contractor to any Inspection, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of this Contract.

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the City notice of readiness therefore. The Contractor shall furnish the City the required certificates of inspection, testing or approval. All such tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without approval of the City, it shall be requested by the City, be uncovered for observation at the Contractor's expense. The cost of such inspections, tests, and approvals shall be borne by the Contractor unless otherwise provided.

The City of Zephyrhills shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

Use and Occupancy Prior to Acceptance by City. The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the City, provided the City:

- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup or punch list items or other contract requirements.
- B. Secures endorsement from the insurance-carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction.

General Guarantee. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

City May Stop the Work. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials, or equipment, the City may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor the sum of **\$500.00**. This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

The Bidder hereby agrees that the City reserves the right to waive any bid and to reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the City. The bidder's signature understands and acknowledges the requirements set forth in this bid package.

Signature/Print Name/Company

Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____ A.D. 2022.

_____ (Seal)

By: _____
Title: _____

Scope of Work: The City of Zephyrhills is soliciting bids to furnish all labor, materials, equipment, maintenance of traffic and any other items necessary to provide improvements to Dairy Road Extension consisting of:

- 560 Linear feet of 0'-3' stacked block retaining wall
- 50 Linear feet of FDOT Guard Rail
- (2) Each FDOT Guardrail End Anchors
- 240 Linear feet of FDOT Aluminum Handrail only.

The remaining construction improvements of the Dairy Road Extension Project has been awarded to BRW Contracting, Inc. This bid is for the items listed on the bid package bid form only. Please review the plans for the above items for details.

The Contractor shall perform all work and furnish, at his own cost and expense, all labor, materials, equipment, and other facilities, except as herein otherwise provided, as may be necessary and proper for performing and completing the work under this Contract. The Contractor shall be responsible for the entire work until completed and finally accepted by the City.

The work shall be performed in accordance with the Contract Documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials as specified and workmanship of the highest quality, all as determined by and entirely to the satisfaction of the City and the Project Engineer. All work shall meet all specifications and requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest Edition to include any supplements or changes, FDOT Standard Plans were applicable.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the City and the Engineer. Only adequate and safe procedure, methods, structures and equipment shall be used. The City/Engineer's approval or the City/Engineer's failure to exercise his right there on shall not relieve the Contractor of obligations to accomplish the result intended by the Contract, nor shall such create a cause of action for damages.

During progress of the work, other Contractors may be engaged in performing other work on this project or on other projects on the site. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors in such manner as the City/Engineer may direct.

Within fifteen (15) days after the execution of this Contract, the Contractor must submit to the Engineer an acceptable breakdown of the lump sums and unit prices bid for items of the Contract, showing the various operations to be performed under the Contract, as described in the progress schedule required herein, and the value of each of such operations, the total of such items to equal the total price bid. The Contractor shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder but shall not be binding upon the City or the Engineer for any purpose whatsoever. Contractor shall furnish As-Built drawings and all applicable test results to the City upon substantial completion

Completion Time: 180 calendar days to substantial completion, 240 days to final completion.

PART 1 – GENERAL

1.1 Unless otherwise indicated in the specifications, all work elements associated with this Dairy Road Hand & Guardrail project shall be constructed in accordance with the Florida Department of Transportation's "Standard Specifications for Road and Bridge Construction" (2019 or latest edition), the Florida Department of Transportation's Standard Plans for Road and Bridge Construction, and the following Special Provisions.

- A. Testing shall be performed in accordance with FDOT procedures except where modified herein. The results of such tests shall be submitted to the City for review and acceptance.
- B. The Contractor shall have at least one (1) set of the standard specifications and standard plans available on the project.
- C. Specifications pertinent to this project from the Standard Specifications for Road and Bridge Construction are as follows:

<u>FDOT</u>	<u>Description</u>
100	Construction Equipment - General Requirements
101	Mobilization
102	Maintenance of Traffic
103	Temporary Work Structures
104	Prevention, Control, and Abatement of Erosion and Water Pollution
105	Contractor Quality Control General Requirements
107	Litter Removal and Mowing
108	Monitor Existing Structures
110	Clearing and Grubbing
120	Excavation and Embankment
125	Excavation for Structures and Pipe
160	Stabilizing
162	Prepared Soil Layer
200	Rock Base
230	Lime rock Stabilized Base
285	Optional Base Course
286	Turnout Construction
290	Granular Subbase
300	Prime and Tack Coats
320	Hot Mix Asphalts – Plant Methods and Equipment
330	Hot Mix Asphalt – General Construction Requirements
334	Super pave Asphalt Concrete
346	Portland Cement Concrete
347	Portland Cement Concrete - Class NS
350	Cement Concrete Pavement
400	Concrete Structures
415	Reinforcing for Concrete
425	Inlets, Manholes, and Junction Boxes
430	Pipe Culverts
449	Precast Concrete Drainage Products
515	Metal Pedestrian/Bicycle Railings, Guiderails, and Handrails

520	Concrete Gutter, Curb Elements and Traffic Separator
521	Concrete Barriers, Traffic Railings, and Parapets
522	Concrete Sidewalk and Driveways
527	Detectable Warnings
550	Fencing
570	Performance Turf
603	General Requirements for Traffic Control Signals and Devices
700	Highway Signing
701	Profiled Thermoplastic Pavement Markings
705	Object Markers and Delineators
706	Raised Pavement Markers and Bituminous Adhesive
710	Painted Pavement Markings
711	Thermoplastic Pavement Markings
901	Coarse Aggregate
902	Fine Aggregate
911	Base and Stabilized Base Materials
914	Stabilization Materials
916	Bituminous Materials
921	Portland Cement and Blended Cement
923	Water for Concrete
924	Admixtures for Concrete
925	Curing Materials for Concrete
926	Epoxy Compounds
942	Precast Concrete Pipe Gaskets
948	Optional Drainage Products and Liner Repair Systems
949	Miscellaneous Components for Manholes, Inlets and Other Structures
970	Materials for Raised Pavement Markers & Bituminous Adhesive
971	Pavement Marking Materials
981	Turf Materials
982	Fertilizer
983	Water for Grassing
985	Geo-synthetic Materials
987	Soil Layer Materials
990	Temporary Traffic Control Device Materials
994	Retroreflective and Non reflective Sheeting and Sign Panel Fabrication

Specification sections not specified above but cross-referenced in the above individual sections are also included herewith and made a part of these contract documents.

Method of measurement and basis of payment for material and work performed in conformance with the above specifications shall be as indicated on the Bid Schedule. The unit cost bid shall be full compensation for labor, equipment, materials and incidentals necessary to complete the work in conformance with the Plans and Specifications to the satisfaction of the City. Incidentals include, but are not limited to, items which the specific FDOT (Florida Department of Transportation) bid item numbers in referenced specifications but are not included in the bid schedule.

- 1.2 The quantities of work listed in the bid schedule are approximate and are assumed solely for comparison of bids. Compensation will be based upon the unit price and actual quantities of work performed in accordance with the contract documents. In the event work items/quantities are added or deleted from this contract, the total cost will be altered according to the successful contractor's unit bid.
- 1.3 Existing roadways are not designed to support all traffic, machinery and vehicle types. Contractor shall be responsible for any repairs on existing roadways, being City, County, private or State owned, due to damage from construction activities. If it can be proven by the Contractor that he was operating within the legal weight limits and the damage was not from carelessness or neglect, then he shall not be liable for damages.
- 1.4 The specified structural asphalt shall be an FDOT approved mixture as obtained from an FDOT approved asphalt plant and shall conform to FDOT Standard Specifications Section 334.

PART 2 – MOBILIZATION

- 2.1 DESCRIPTION: The work covered by this section consists of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for providing the items required by the General Provisions and Supplementary Conditions, but not limited to: the establishment of all temporary offices, buildings, fencing, staging areas, haul routes, and other facilities necessary for work on the project; surveying and construction staking; all barricades, barricade lights, and other phasing and detour devices; maintenance of traffic; performance and payment bonds, labor and materials bond; insurance; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site. This item also includes all work outside the limits of construction that is necessary to demobilize and restore areas disturbed by the Contractor to their original condition including, but not limited to, pavement rehabilitation, grading, sodding, cleaning, and disposal.

Contractor shall prepare and submit to the City/Engineer a detailed Temporary Traffic Control/Maintenance of Traffic (MOT) plan prepared by an prior to beginning work on the project site. The MOT plan shall be prepared by person(s)/firm(s) certified to perform such work including, but not limited to the following: work zone traffic control planning, design, implementation, inspection, and/or for supervising the selection, placement, or maintenance of traffic control schemes and devices in work zones with the right of way. The preparer of the MOT plan shall be responsible for continual and ongoing inspections to maintain the safety and integrity of the MOT plan. Additionally, the MOT plan shall include provisions to maintain safe, public access throughout the duration of construction.

- 2.2 PRODUCTS (Not Used)

2.3 EXECUTION

A. PAYMENT:

- 1.a All work covered by this section will be paid for at the contract lump sum price for "Mobilization".
- 1.b Partial payments for the item of "Mobilization" will be made with the first and second partial pay estimates paid on the contract, and will be made at the rate of 50 percent of the lump sum price for "Mobilization" on each of these partial pay estimates, less the retainage provided for in the Contract, provided the amount bid for "Mobilization" does not exceed 5 percent of the total amount bid for the contract. Where the amount bid for the item of "Mobilization" exceeds 5 percent of the total amount bid for the contract, payment shall not exceed 2-1/2 percent of the total amount bid on any single application for payment, except for the final application for payment. All such payments will be made less the retainage provided for in the Contract.

PART 3 - MAINTENANCE AND CLEAN UP

- 3.1 The contractors shall keep the site(s) neat and clean as construction continues. All rubbish, waste materials, and unnecessary construction equipment shall be removed from the site at the end of each day. Water shall be available at all times to control dust when working on bare soils or base material. Construction shall be accomplished so that the public and adjacent property owners will be inconvenienced as little as possible.
- 3.2 The Contractor shall inform business owners and property owners a minimum of one week in advance of construction activities which will interfere with their operations/ properties. The contractor shall disturb only the areas where he will be working and perform the construction in such a way to finish and move to the next area. All drop offs, open excavations, and unfinished sidewalk areas shall be barricaded with safety fence or approved equal to protect the public.
- 3.3 RESTORATION OF PROPERTIES: The contractor shall restore or replace, at his/her expense, any damage to public or private properties caused by activities outside the necessary construction limits to a condition at least equal to that of pre-construction.
- 3.4 BASIS OF PAYMENT: Payment for Maintenance and Cleanup shall be incidental to and shall be paid under Part 2--Mobilization, section 2.3.

PART 4 – SITE PREPARATION

4.1 Section Includes:

1. Protecting existing vegetation to remain
2. Removing existing vegetation
3. Clearing and grubbing
4. Stripping and stockpiling topsoil
5. Temporary erosion- and sedimentation-control measures

4.2 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in place surface soil and is the zone where plant roots grow.
- D. Tree-Protection: Area surrounding individual trees or groups of trees to be protected during construction, defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

4.3 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

4.4 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

4.5 QUALITY ASSURANCE

- A. Pre-installation Conference: Conduct conference at Project site.

4.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by the City or authorities having jurisdiction.
- B. Utility Locator Service: Notify Sunshine 811 for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
- D. The following practices are prohibited within tree protection areas:
 - 1. Storage of construction materials, debris, or excavated material.

2. Parking vehicles or equipment.
 3. Erection of sheds or structures.
 4. Impoundment of water.
 5. Excavation or other digging unless otherwise indicated.
 6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- E. Do not direct vehicle or equipment exhaust towards tree protection areas.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near tree protection areas.
- G. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

4.7 PRODUCTS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 120.
1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

4.8 EXECUTION

A. PREPARATION

1. Protect and maintain benchmarks and survey control points from disturbance during construction.
2. Locate and clearly identify trees, shrubs, and other vegetation to remain. Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground.
3. Protect existing site improvements to remain from damage during construction.
 - 1a. Restore damaged improvements to their original condition, as acceptable to Owner.

B. TEMPORARY EROSION AND SEDIMENTATION CONTROL

1. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion and sedimentation control Drawings and requirements of authorities having jurisdiction.
2. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross adjacent properties and/or tree protection areas.
3. Inspect, maintain, and repair erosion and sedimentation control measures during construction until permanent vegetation has been established.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
5. Contractor is responsible for adhering to and maintaining all NPDES requirements throughout the life of the project.

C. TREE AND PLANT PROTECTION

1. General: Protect trees and plants remaining on-site General: Protect trees and plants remaining on-site, items disturbed on site must be restored to equal or greater condition than before construction.
2. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Owner.

4.9 EXISTING UTILITIES

- A. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by the City or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without the Owner's written permission.

4.10 CLEARING AND GRUBBING

- A. Remove and dispose of all trees, stumps, roots and other such protruding objects, buildings, structures, appurtenances, existing flexible asphalt pavement, and other facilities necessary to prepare the area for the proposed construction. Remove and dispose of all product and debris not required to be salvaged or not required to complete the construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Remove stumps and roots, obstructions, and debris to a depth of 18 inches below proposed excavation.
 3. Use only hand methods for grubbing within tree protection areas.
 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground, or as indicated in the Contract Documents.

4.11 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 1. Limit height of topsoil stockpiles to 72 inches.
 2. Do not stockpile topsoil within tree protection areas.
 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 4. Stockpile surplus topsoil to allow for re-spreading deeper topsoil.

4.12 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

4.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

PART 5 – EARTH MOVING - GENERAL

5.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

5.2 SUMMARY

- A. Section Includes:
 1. Preparing subgrades for walks.
 2. Excavating and backfilling for structures.
 3. Subbase course for concrete walks.
 4. Subbase course and base course for asphalt paving.
 5. Subbase course and base course for asphalt paving.
 6. Subsurface drainage backfill for walls and trenches.
 7. Excavating and backfilling trenches for utilities and pits for buried utility structures.

5.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- F. Fill: Soil materials used to raise existing grades.
- G. Structures: retaining walls, curbs, or other man-made stationary features constructed above or below the ground surface.
- H. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

5.4 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 - 1. Warning tapes.
- B. Samples for Verification: For the following products, in sizes indicated below:
 - 1. Warning Tape: 12 inches long; of each color.

5.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
 2. Laboratory compaction curve according to ASTM D 1557.
- C. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

5.6 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Pre-excavation Conference: Conduct conference at Project site.

5.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: The Contractor shall notify sunshine 811 for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures as specified in the contract documents are in place.
- D. The following practices are prohibited within tree protection areas:
1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Erection of sheds or structures.
 4. Impoundment of water.
 5. Excavation or other digging unless otherwise indicated.
 6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- E. Do not direct vehicle or equipment exhaust towards tree protection areas
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near tree protection areas.

5.8 PRODUCTS -SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Sand: ASTM C 33; fine aggregate.
- H. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

5.9 ACCESSORIES (Not Used)

5.10 EXECUTION- PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.

5.11 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

5.12 EXCAVATION- GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, notify Owner and Engineer prior to replacing with satisfactory soil materials.
 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - b. 6 inches beneath bottom of concrete walks.
 - c. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches **wide**.

5.13 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 2. Excavation for Underground Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
- B. Excavations at Edges of Tree Protection Areas:
1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

5.14 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

5.15 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

5.16 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing trash and debris.
 - 5. Removing temporary shoring and bracing, and sheeting.
- B. Place backfill on subgrades free of mud.

5.17 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under walks and pavements, use satisfactory soil material.
- C. Place soil fill on subgrades free.

5.18 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

5.19 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under structures and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent.
 - 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

5.20 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from area and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.

5.21 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 - 1. Place base course material over subbase course under hot-mix asphalt pavement.
 - 2. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
 - 3. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 4. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
- C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

5.22 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material and maximum lift thickness comply with requirements.
 - 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Contractor shall engage a qualified geotechnical engineering testing agency to perform tests and inspections. Testing agency shall coordinate with the City/Engineer for testing methodology.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Owner.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Walk Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 1000 sq.ft. or less of paved area or walks, but in no case fewer than two tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

5.23 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

5.24 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

PART 6 – EXCAVATION SUPPORT AND PROTECTION-GENERAL

6.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

6.2 SUMMARY

- A. Section includes temporary excavation support and protection systems.
- B. Related Requirements:
 - 1. Section 120

6.3 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review existing utilities.
 - 2. Review proposed excavations.
 - 3. Review proposed equipment.
 - 4. Review monitoring of excavation support and protection system.
 - 5. Review abandonment or removal of excavation support and protection system.

6.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, performance properties, and dimensions of individual components and profiles, and calculations for excavation support and protection system.
- B. Shop Drawings: For excavation support and protection system, prepared by or under the supervision of a qualified professional engineer.
 - 1. Include plans, elevations, sections, and details.

2. Include a written plan for excavation support and protection, including sequence of construction of support and protection coordinated with progress of excavation.

6.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor and professional engineer.
- B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.
- D. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

6.6 FIELD CONDITIONS

- A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
 1. Notify Owner no fewer than two days in advance of proposed interruption of utility.
 2. Do not proceed with interruption of utility without Owner's written permission.
- B. Survey Work: Engage a qualified land surveyor to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 7 -- EXCAVATION AND EMBANKMENT

- 7.1 DESCRIPTION: This item covers excavation, disposal, placement, and compaction of all soil and rock materials within the limits of the work required to construct pavement structures, drainage areas or other purposes in accordance with these specifications and in conformity to the dimensions and typical section(s) shown on the plans. The contractor shall obtain a copy of the Geotech report and adhere to recommendations

- 7.2 MATERIAL - CLASSIFICATION. All material excavated shall be classified as defined below:

- A. Unclassified Excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature, which is not otherwise classified and paid for under the following items.

- B. Borrow Excavation. Borrow excavation shall consist of approved material required for the construction of embankment or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas within the limits of construction.
- C. Topsoil. Topsoil shall consist of the top layer (thickness as determined by the Owner's representative) of soil from areas to be graded within the limits of construction.
- D. Unsuitable Excavation. Any material containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material, when approved by the Owner's representative as suitable to support vegetation, may be used for landscape areas.
- E. WET SOIL MATERIAL. High or excessive moisture contents of a soil material will not constitute a reason for classifying the soil material unsuitable. Soils with moisture contents too high for proper compaction but otherwise suitable as determined by the Owner's Representative shall be excavated, aerated, dried to suitable moisture content, replaced, and compacted as part of unclassified excavation.

Soils that gain excessive moisture contents due to the Contractor's unsatisfactory operations shall be similarly excavated, aerated, and replaced but at the Contractor's expense.

7.3 CONSTRUCTION METHODS

- A. GENERAL. Before beginning excavation, grading, and embankment operations in any area, the area shall be stripped of topsoil to the depth specified by the Owner's representative. Topsoil shall be stockpiled onsite in approved locations, or placed directly in its final position as topsoil.

The suitability of material to be placed in embankments shall be subject to approval by the Owner's representative. All unsuitable material shall be removed and disposed of offsite at no additional cost to the Owner.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued. At the direction of the Owner's representative, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation shall be paid for as extra work.

Those areas outside of the pavement areas in which the top layer of soil material has become compacted, by hauling or other activities of the contractor shall be scarified and disked to a depth of 4 inches, in order to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Owner's representative, who shall arrange for their removal if necessary. The Contractor shall, at his/her own expense, satisfactorily repair or pay the cost of all damage to such facilities

or structures that may result from any of the Contractor's operations during the period of the contract.

- 7.4 EXCAVATION. No excavation shall be started until the Contractor has staked out the work and the Owner's representative has obtained elevations and measurements of the ground surface. All unsuitable material shall be used in landscaping areas or disposed to a location offsite at the contractor's discretion.

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be disposed of offsite at no additional cost to the Owner. When the volume of excavation is not sufficient for constructing the fill to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water that may affect the work.

- A. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for subgrades, roads, shoulders, or any areas intended for turfing or landscaping shall be excavated to a minimum depth of 12 inches below the subgrade. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. This excavated material and the material required to backfill the void will be paid for at the contract unit price for unclassified excavation. The excavated area shall be refilled with suitable material, obtained from the grading operations or borrow areas and thoroughly compacted by rolling. Where rock cuts are made and refilled with selected material, any pockets created in the rock surface shall be drained in accordance with the details shown on the plans.
- B. Compaction Requirements. The subgrade under areas to be paved shall be compacted to a depth of 6 inches and to a density of not less than 100 percent of the maximum density as determined by ASTM D 698. The material to be compacted shall be within +/- 2 percent of optimum moisture content before rolled to obtain the prescribed compaction (except for expansive soils).

The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade. The finished grading operations, conforming to the typical cross section, shall be completed and maintained prior to the start of paving operations or as directed by the Owner's representative.

In cuts, all loose or protruding rocks on the back slopes shall be barred loose or otherwise removed to line of finished grade of slope. All cut-and-fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown on the plans or as directed by the Owner's representative.

Contractor shall maintain a record of all test results and be required to submit the results at the end of each month for payment.

- 7.5 BORROW EXCAVATION. It shall be the Contractor's responsibility to locate and obtain a suitable fill, subject to the approval of the Owner's representative. The Contractor shall submit to the Owner's representative test results of the material to be used in fill areas 15 days prior to

beginning the work. Satisfactory soil materials include ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM. These soils shall be free of deleterious matter, vegetation and rock sizes greater than 1 ½". Borrow material shall be paid for as unclassified excavation. The Contractor shall provide surveyed measurements of borrow excavation as per paragraph 4.

- 7.6 PREPARATION OF EMBANKMENT AREA. Where an embankment is to be constructed to a height of 4 feet or less, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 6 inches. This area shall then be compacted as indicated in paragraph 4.7. When the height of fill is greater than 4 feet, sod not required to be removed shall be thoroughly disked and recompactd to the density of the surrounding ground before construction of embankment.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

- 7.7 FORMATION OF EMBANKMENTS. Embankments, if required, shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross section, unless otherwise approved by the Owner's representative.

The grading operations shall be conducted, and the various soil strata shall be placed, to produce a soil structure as shown on the typical cross section or as directed. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory conditions of the field. The Contractor shall drag, blade, or slope the embankment to provide proper surface drainage.

The material in the layer shall be within +/-2 percent of optimum moisture content before rolling to obtain the prescribed compaction. In order to achieve a uniform moisture content throughout the layer, wetting or drying of the material and manipulation shall be required when necessary. Should the material be too wet to permit proper compaction or rolling, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Sprinkling of dry material to obtain the proper moisture content shall be done with approved equipment that will sufficiently distribute the water. Sufficient equipment to furnish the required water shall be available at all times. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken for each 8" lift placed.

Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content in order to achieve the correct embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density as determined by ASTM D 698. Under all areas to be paved, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 100 percent of the maximum density as determined by ASTM D 698.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches. The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D 2167. Nuclear density machines, calibrated in accordance with ASTM D 2922, may be used for density determination.

Compaction areas shall be kept separate, and no layer shall be covered by another until the proper density is obtained.

Contractor will be responsible for his own Quality Control. Results shall be submitted to the OWNER as part of the project record documents. Testing frequency shall be no less than two tests per 8" lift.

Compaction areas shall be kept separate, and no layer shall be covered by another until the proper density is obtained.

During construction of the embankment, the Contractor shall route his/her equipment at all times, both when loaded and when empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay, or other chunky soil material will be broken up into small particles and become incorporated with the other material in the layer.

In the construction of embankments, layer placement shall begin in the deepest portion of the fill; as placement progresses, layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same, time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 2 inches in their greatest dimensions will not be allowed in the top 6 inches of the subgrade.

There will be no separate measurement of payment for compacted embankment, and all costs incidental to placing in layers, compacting, diskings, watering, mixing, sloping, and other necessary operations for construction of embankments will be included in the contract price for excavation, borrow, or other items.

- 7.8 FINISHING AND PROTECTION OF SUBGRADE. After the subgrade has been substantially completed the full width shall be conditioned by removing any soft or other unstable material which will not compact properly. The resulting areas and all other low areas, holes or depressions shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the subgrade from damage. He/she shall limit hauling over the finished subgrade to that which is essential for construction purposes.

All ruts or rough places that develop in a completed subgrade shall be smoothed and re-compacted.

No subbase, or surface course shall be placed on the subgrade until the subgrade has been approved by the Owner's representative.

- 7.9 HAUL. All hauling will be considered a necessary and incidental part of the work. Its cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.
- 7.10 TOLERANCES. In those areas upon which a subbase or base course is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 16-foot straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1/2-inch, or shall not be more than 0.05-foot from true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and recompacting by sprinkling and rolling.
- 7.11 TOPSOIL. Areas to be sodded or grassed are to first be covered with a 3 inch layer of topsoil obtained from onsite strippings as described in paragraph 3.1. If, at the time of excavation or stripping, the topsoil cannot be placed in its proper and final section of finished construction, the material shall be stockpiled at approved locations. Payment for stripping of topsoil shall be paid for as unclassified excavation. There shall be no additional payment for placement, stockpiling or rehandling of topsoil material. Excess material in the topsoil stockpile at the end of the project shall be disposed of offsite at no additional cost.
- 7.12 DEWATERING.
- A. Surface water and subsurface or ground water shall be prevented from flowing into excavations and other graded areas and from flooding the project site and surrounding area by methods approved by the Owner's representative. The Contractor shall submit dewatering plans to the Owner's representative for approval.
 - B. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation soils, undercutting of footings, and soil changes detrimental to the stability of subgrades and foundations. Maintain grades so that the surface is well drained. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 - C. Convey water removed from excavations and other graded areas to collecting or runoff areas. Establish and maintain temporary drainage ditches, swales, and other diversions to protect slopes and structures. Do not use trench excavations as temporary drainage ditches.
- 7.13 METHOD OF MEASUREMENT
- A. The quantity of unclassified excavation to be paid for shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.
 - B. For payment specified by the cubic yard, measurement for all excavation and embankments shall be the responsibility of the contractor to be verified by the Owner's representative. The volume of material that is bounded by the original ground line, after removal of topsoil or pavement and base course, established by field cross sections and the final pay line established by final field cross sections, subject to verification by the Owner's representative.

- C. Payment for excavation or embankment beyond the limits authorized will be deducted from the appropriate quantity.
 - D. It is the intention of this specification that the Contractor supply all survey required to verify the quantities of earthwork used during this project. All cross sections shall be performed by a Professional Land Surveyor registered in the State of Florida. Upon completion of the field survey, the Contractor shall submit cross section data on hard copy and electronic copy to the Owner's representative. The cost of all earthwork measurements shall be considered incidental to and included in the unit price bid for the various earthwork pay items.
 - E. All excavation and embankment survey data will be supplied to the City's representative on electronic media in an ASCII format and shall include as a minimum, the northing, easting, elevation (all in feet) and descriptor for each data point. Other electronic format may be acceptable with the prior approval of the Owner's representative.
- 7.14 There shall be no separate measurement or payment for dewatering. All costs related to dewatering shall be considered incidental and shall be included in the contract unit price for other payment items.
- 7.15 There shall be no separate measurement or payment for proof rolling. All costs related to proof rolling shall be considered incidental and shall be included in the contract unit price for other payment items.
- 7.16 BASIS OF PAYMENT
- A. For "Regular Excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.
- Payment will be made under: Item 7 Regular Excavation -- per cubic yard
- B. TESTING REQUIREMENTS
 - ASTM D 698 Tests for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 5.5-pound (2.5 kg) Rammer and 12-inch (300 mm) Drop
 - ASTM D 1556 Test for Density of Soil In-Place by the Sand Cone Method
 - ASTM D 1557 Tests for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 10-pound (4.5 kg) Rammer and 18-inch (45cm) Drop
 - ASTM D 2167 Test for Density of Soil In-Place by the Rubber Balloon Method

PART 8 – ASPHALT PAVING - GENERAL

8.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

8.2 SUMMARY

A. Section Includes:

1. Cold milling of existing asphalt pavement.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving.
4. Hot-mix asphalt overlay.
5. Asphalt surface treatments.

8.3 PRE-INSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

8.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include technical data and tested physical and performance properties.
2. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
3. Job-Mix Designs: For each job mix proposed for the Work.

8.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and testing agency.

B. Material Certificates: For each paving material. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.

C. Material Test Reports: For each paving material, by a qualified testing agency.

D. Field quality-control reports.

8.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction and the FDOT.

B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.

C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of FDOT for asphalt paving work.

8.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
1. Prime Coat: Minimum surface temperature of 60 deg F.
 2. Tack Coat: Minimum surface temperature of 60 deg F.
 3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
 4. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 5. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

8.8 AGGREGATES PRODUCTS

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: AASHTO M 17, rock or slag dust, hydraulic cement.

8.9 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320.
- B. Asphalt Cement: ASTM D 3381 for viscosity-graded material or ASTM D 946 for penetration-graded material.
- C. Emulsified Asphalt Prime Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- D. Tack Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- E. Fog Seal: ASTM D 977 or AASHTO M 140 emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
- F. Water: Potable.

8.10 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- C. Sand: ASTM D 1073 or AASHTO M 29, Grade No. 2 or No. 3.
- D. Joint Sealant: ASTM D 6690 Type I or Type II, hot-applied, single-component, polymermodified bituminous sealant.

8.11 MIXES

- A. Recycled Content of Hot-Mix Asphalt: Post-consumer recycled content plus one-half of preconsumer recycled content not less than 10 percent or more than 25 percent by weight.
 - 1. Surface Course Limit: Recycled content no more than 30 percent by weight.
- B. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by FDOT and complying with the following requirements:
- C. Emulsified-Asphalt Slurry: ASTM D 3910.

8.12 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

8.13 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted aggregate base before applying paving materials.
 - 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.

- C. Emulsified Asphalt Prime Coat: Apply uniformly over surface of compacted unbound aggregate base course at a rate of 0.10 to 0.30 gal./sq. yd. per inch depth. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.
- D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

8.14 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 2. Place hot-mix asphalt surface course in single lift.
 - 3. Spread mix at a minimum temperature of 250 deg F.
 - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints
 - 2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

8.15 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 6. Compact asphalt at joints to a density within 2 percent of specified course density.

8.16 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory plate compactors in areas inaccessible to rollers.
1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927 or AASHTO T 245, but not less than 94 percent or greater than 100 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

8.17 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch , no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

8.18 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979 or AASHTO T 168.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than three cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

8.19 WASTE HANDLING

- A. General: Handle asphalt-paving waste according to FDOT Specifications

PART 9 – CONCRETE PAVING- GENERAL9.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

9.2 SUMMARY

- A. Section Includes:
1. Curbs and gutters.

9.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

9.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
B. Other Action Submittals:
1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

9.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.
B. Material Certificates: For the following, from manufacturer:
1. Cementitious materials.
2. Reinforcement accessories.
3. Admixtures.
4. Curing compounds.
5. Applied finish materials.
6. Joint fillers.
C. Material Test Reports: For each of the following:
1. Aggregates: Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.

- D. Field quality-control reports.

9.6 QUALITY ASSURANCE

- A. Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.
- B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing readymixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- D. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.
- E. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to concrete paving, including but not limited to, the following:
 - a. Concrete mixture design.
 - b. Quality control of concrete materials and concrete paving construction practices.
 - 2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Concrete paving subcontractor.

9.7 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

9.8 FORMS- PRODUCTS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

9.9 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from galvanized steel wire into flat sheets.

9.10 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150, white portland cement Type II. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class C or Class F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.
 - 1. Maximum Coarse-Aggregate Size: 1 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: Potable and complying with ASTM C 94.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
 - 1. Water-Reducing Admixture: ASTM C 494, Type A.
 - 2. Retarding Admixture: ASTM C 494, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

9.11 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
 - 1. Products: Subject to compliance with requirements: available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Axim Italcementi Group, Inc.; Caltexol CIMFILM.
 - b. ChemMasters; Spray-Film.
 - c. Kaufman Products, Inc.; VaporAid.
 - d. Lambert Corporation; LAMBCO Skin.
 - e. Sika Corporation, Inc.; SikaFilm.
 - f. Vexcon Chemicals Inc.; Certi-Vex EnvioAssist.
 - g. Or approved equal.

9.12 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or selfexpanding cork in preformed strips.
- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
 - 1. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

9.13 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28 Days): 4000 psi.
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.

- 3. Slump Limit: 4 inches, plus or minus 1 inch.
- C. Add air-entraining admixture at manufacturer's prescribed rate.
- D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

9.14 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94 and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

9.15 EXAMINATION EXECUTION

- A. Examine exposed subgrades and sub-base surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

9.16 PREPARATION

- A. Remove loose material from compacted sub-base surface immediately before placing concrete.

9.17 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

9.18 STEEL REINFORCEMENT

- A. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- B. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

9.19 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 2. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
 2. Extend joint fillers full width and depth of joint.
 3. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 4. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
 - a. Tolerance: Ensure that grooved joints are within 3 inches either way from reinforcement. Groove joints at a 1/4 of the depth of the slab.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 - a. Tolerance: Ensure that sawed joints are within 3 inches either way from reinforcement. Cut joints at a 1/4 of the depth of the slab.

- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

9.20 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation and items to be embedded or cast-in.
- B. Moisten sub-base to provide a uniform dampened condition at time concrete is placed. Do not place concrete around structures until they are at required finish elevation and alignment.
- C. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- D. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- E. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement and joint devices.
- F. Screed paving surface with a straightedge and strike off.
- G. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- H. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- I. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
 - 1. Compact sub-base and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.
- J. Hot-Weather Placement: When hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water.
 - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.

3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

9.21 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

9.22 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

9.23 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
1. Elevation: 1/2 inch.
 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/2 inch
 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
 5. Lateral Alignment and Spacing of Dowels: 1 inch.
 6. Vertical Alignment of Dowels: 1/4 inch.
 7. Joint Spacing: 3 inches.
 8. Contraction Joint Depth: Plus 1/4 inch, no minus.
 9. Joint Width: Plus 1/8 inch, no minus.

9.24 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain at least one composite sample for each 5000 sq. ft. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C 39; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and non-compressive-strength test value falls below specified compressive strength by more than 500 psi

- D. Test results shall be reported in writing to Engineer, Owner, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

9.25 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

PART 10 – CONCRETE PAVING JOINT SEALANTS-GENERAL

10.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

10.2 SUMMARY

- A. Section Includes:
 - 1. Cold-applied joint sealants.
 - 2. Joint-sealant backer materials.

10.3 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.

10.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Paving-Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

10.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of joint sealant and accessory.

10.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.

10.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

10.8 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

10.9 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Self-Leveling, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type SL.

1. Products: Subject to compliance with requirements: available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crafc0 Inc; RoadSaver Silicone SL.
 - b. Dow Corning Corporation; 890-SL.
 - c. Pecora Corporation; 300 SL.
 - d. Or approved equal.

10.10 JOINT-SEALANT BACKER MATERIALS

- A. Joint-Sealant Backer Materials: Non-staining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.
- B. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.

10.11 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

10.12 EXAMINATION- EXECUTION

- A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

10.13 PREPARATION

- A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant- substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

10.14 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.
- C. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of joint-sealant backings.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
 - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
 - 1. Place joint sealants so they fully contact joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

10.15 CLEANING AND PROTECTION

- A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.
- B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

PART 11 - PAVEMENT MARKINGS GENERAL

11.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

11.2 SUMMARY

- A. Section includes painted markings applied to asphalt pavement.

11.3 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to marking pavement including, but not limited to, the following:
 - a. Pavement aging period before application of pavement markings.
 - b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

11.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
- B. Shop Drawings: For pavement markings.
 - 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.

11.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of FDOT for pavement-marking work.

11.6 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 55 deg F for water-based materials, and not exceeding 95 deg F.

11.7 MANUFACTURERS-PRODUCTS

- A. Manufacturers: Subject to compliance with requirements; available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Aexcel Inc.
 - 2. Benjamin Moore & Co.
 - 3. McCormick Paints.
 - 4. Sherwin-Williams Company (The).
 - 5. Or approved equal.

11.8 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N; colors complying with FS TT-P-1952.
 - 1. Color: As indicated.

B. Pavement-Marking Paint: MPI #32, alkyd traffic-marking paint.

1. Color: As indicated.

C. Glass Beads: AASHTO M 247, Type 1.

11.9 EXAMINATION-EXECUTION

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

11.10 PAVEMENT MARKING

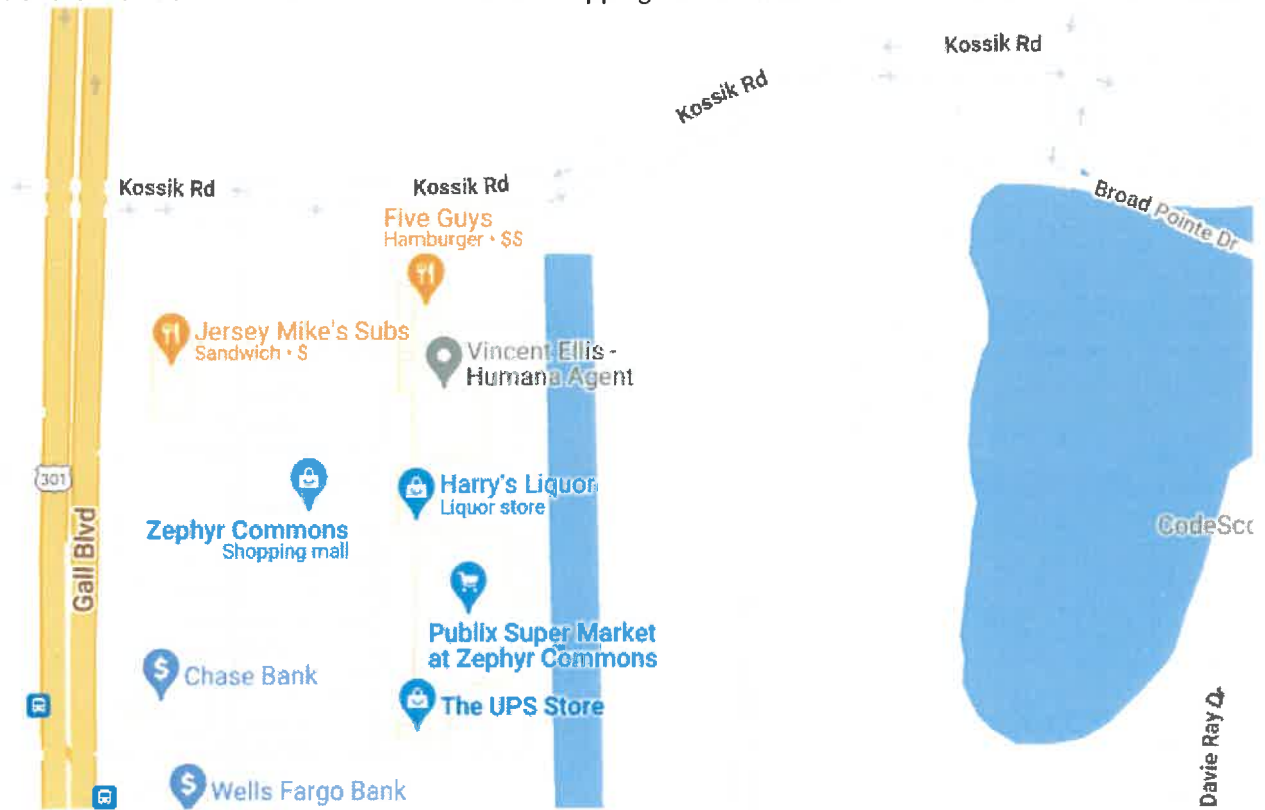
- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- B. Temporary "traffic paint" shall be applied during the time required for paving "cure" prior to application of thermoplastic paint markings. Traffic paint used for this work shall conform with the requirements of Section 971-12 of the Florida Department of Transportation Standard Specifications for Road and bridge Construction, or, at the Contractor's option, fast dry traffic paint, as specified in D.O.T. Specifications, Section 971-13, may be used.
- C. Application time, weather limitations and surface preparation shall be in accordance with F.D.O.T. Specifications Sections 710-4, 710-5 and 710-8. In accordance with FDOT requirements, asphalt shall have been in place for 30 days before application of thermoplastic stripe.
- D. Sweep and clean surface to eliminate loose material and dust.
- E. Where thermoplastic markings are to be applied to concrete pavement, a sealing primer, as specified in F.D.O.T. Specifications Section 711-2.2, shall be applied in advance of the placing of the stripes.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil.

11.11 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.

- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

Runs off of Kossik Road behind the Publix Shopping Center and before the Abbott Park subdivision.



TIME TABLE

Bid Time Table	Date	Day	Time
Bid Distribution	6/26/2022	Sunday	--
Pre Conference	NONE		
Receipt of Questions/Equivalent	7/19/2022	Tuesday	2:00 PM
Bid Receipt Deadline	7/22/2022	Friday	11:00 AM
Review of Responses/References	7/22/2022	8/3/2022	----
Presented to City Council for Approval	8/8/2022	Monday	6:00 PM

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in Counterpart(s)

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.

as Obligee, hereinafter called the Obligee, in the sum of _____
 _____ **Dollars (\$)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

2022

(Principal)

(Seal)

(Witness)

(Title)

(Surety)

(Seal)

(Witness)

(Title) **Attorney-in-Fact &
Florida Licensed Resident Agent**

****Must be spelled out in the fields provided. It is not allowed to put in 5% on this form.**

AIA DOCUMENT A310 . BID BOND . AIA " . FEBRUARY 1970 ED . THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),

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

A. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2022.

Personally known _____ Or Produced
identification _____

Notary Public – State of _____

My commission expires _____
(Type of Identification)

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

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

certifies that _____ does:
(Name of Business)

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

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

Bidder's Signature

Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS**STATEMENT OF NO BID**

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items or too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Office
5335 8th Street
Zephyrhills, FL 33542

E-VERIFY CERTIFICATION FORM

All vendors, contractors and subcontractors doing business with the City of Zephyrhills must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or City upon request.

CERTIFICATION

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: _____

Authorized Signature: _____

Printed Name/Title: _____

Address: _____

Date: _____

Phone: _____

Email: _____

The City of Zephyrhills reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential City actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the City.

Please send the completed form with your submittal.

Addenda Receipt Acknowledgment

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

Errors or Omissions

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ YES

☐ No

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

Firm Representative:

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

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

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

such submittal
(partner or officer of the Firm, etc)

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

Officer_____
(Company Name)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

(name and title of corporate officer)of _____
(Name of Corporation),

a _____
(state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____
(Identification type)

as identification.

(Signature line for notary public)_____
(Name of notary type, printed or stamped)_____
(Title or rank)

My commission expires: _____

Serial number, if any _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

Vendor:

Name of Company – Please Print

Signature:

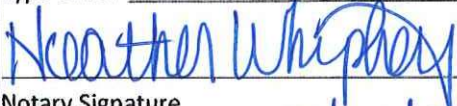
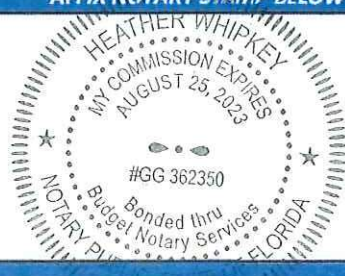
Authorized Company Representative

Name/Title:

Address:

Date:

_____ 2022

AGENCY:				INVITATION TO BID Response Acknowledgement	
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us			
AN EQUAL OPPORTUNITY EMPLOYER		FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/					
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE		BID/PROPOSAL RESPONSES OPENING DATE/TIME	
11-22-05	06/26/2022	Dairy Road Ext-Hand & Guard Rail		BidNet Online-July 22, 2022 before 11 AM	
TELE CONFERENCE DATE GoTo Meeting ☐ Strongly Recommended ☒ None DATE: TIME: None Scheduled				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Bid Bonds must be received	
Call: ACCESS CODE:					
SITE VISIT: None-Responsibility of Bidder to visit the project site to ensure all site conditions have been considered when preparing response					
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS: BRW Contracting, Inc. 2522 Hunt Rd. Land O' Lakes, FL 34638				If returning as a "NO" state reason:	
TELEPHONE NUMBER: 813-996-5882					
EMAIL ADDRESS: Jim P@brwcontracting.org					
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: 26-0000205	
					
				AUTHORIZED SIGNATURE (President) James M. Pietracatella, Jr.	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this <u>20</u> day of <u>July</u> , 2022 Personally known: ☒ Or produced identification: ☐ Type of ID: _____  <u>Florida</u> Notary Signature _____ State _____ My commission expires: <u>8/25/23</u>				AFFIX NOTARY STAMP BELOW 	
BONDS					
An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

BID RESPONSE FORM

In accordance with the Specifications contained herein, I certify that any and all information contained in this bid response is true; and I further certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the bid, and certify that I am authorized to sign for the applicant firm. *Please print the following and sign your name.*

Bidder shall include 10% contingency of total contract sum for any additional materials or labor (if needed) within the scope of the project. Any contingency items shall be approved by written change order (no exceptions). NOTE: To be paid in full upon substantial completion in writing by both parties.

ROAD IMPROVEMENTS TOTAL	\$ <u>223,500.00</u>
10% CONTINGENCY	\$ <u>22,350.00</u>
TOTAL CONTRACT SUM: (Amount of Bid + Contingency)	\$ <u>245,850.00</u>

See Attached Itemized Price Sheet

Total Contract Sum of Bid in Words: Two Hundred Forty - Five Thousand Eight Hundred Fifty and zero cents

The **BIDDER** must submit a bid for bid items A and B and the sum of these bid items will be considered the Total Amount of Base Bid. The **BIDDER** must submit a bid on all items or the bid shall be considered irregular. The **OWNER** reserves the right to accept or reject the bid. The **OWNER**, or his representative, further reserves the unqualified right to determine whether any particular item or items or materials, equipment, or whatsoever is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same. The bid selection shall be based on the apparent low bidder for the "TOTAL AMOUNT OF BASE BID".

Add'l Documents Included:

☒ Bid Form	☒ Electronic Bid Bond	☒ Addenda Affidavit
☒ References	☒ Public Entity Crimes Form	☒ License(s) copies
☒ Drug Free Workplace	☒ Page 22, Signature/Seal	☒ E-Verify
☒ No Bid	☒ Errors & Omissions	☒ Non Collusive
☒ Certification re: Debarment, Suspension, Ineligibility & Voluntary Exclusion		

NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: James Pietraccatella TITLE: President

ADDRESS: 2522 Hunt Rd. Land O' Lakes, FL 34638

PHONE: 813-996-5882 FAX: 813-996-1129

E-MAIL ADDRESS: jimp@brwcontracting.org

BIDDER SIGNATURE: *James Pietraccatella* DATE: 7/22/22

Corporate Seal or Notarization below date

Bid Form – Part B

Mobilization	Lump Sum: \$	<u>50,000.00</u>
Handrail – FDOT 515-062, Aluminum Pedestrian Picket 42"	Unit Price: <u>\$125.00</u>	240.0 LF \$ <u>30,000.00</u>
FDOT Guardrail	Unit Price: <u>\$50.00</u>	50.0 LF \$ <u>2,500.00</u>
Guardrail End Anchor-FDOT	Unit Price: <u>\$7,500.00</u>	2.0 EA \$ <u>15,000.00</u>
Stacked Block Retaining Wall 0'-3' High	Unit Price: <u>\$225.00</u>	560.0 LF \$ <u>126,000.00</u>
10% Contingency:		\$ <u>22,350.00</u>
Total Price:		\$ <u>245,850.00</u>

BID REQUIREMENTS

Bid documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills>. A link to Bidnet Direct can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted through BidNet Direct electronically before the date and time listed for responses.

Bid Bond: There are two methods of providing your solicitation bid bond. The first and preferred method is by an EBond which can be electronically uploaded with your solicitation response. The second method is to provide a certified check and deliver it to City Hall, 5335 8th Street, Zephyrhills, Florida 33542 before the deadline. Shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time.

The Bid Bond (EBond or Certified Check) provides as a guarantee that if the bid proposal is accepted, the bidder will execute and execute the contract and furnish a Payment and Performance Bond at least equal to one hundred percent (100%) of the contract price within ten (10) days after Notice of Award of the contract.

The bid package language accommodates for all types of services and/or purchases.

PRE-CONFERENCE CALL: None Scheduled

It is the responsibility of the bidder to visit the project site to ensure all site conditions have been considered when preparing the response to this invitation.

Bid Bond: A bid bond shall accompany each bid response. The bid bond shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the

REFERENCES -Within the last five (5) years-Minimum 5 references Bid-11-22-05

Reference 1: Company Name: City of Zephyrhills
Project Name: Simons Rd. Project Amount: \$ 2,817,806.07
Description: Complete reconstruction of Simons Rd. Providing a paved roadway with new utility infrastructure along with stormwater pond improvements.
Contact Name: Shane LeBlanc Phone: 813-780-0022 x 3561
Email: sleblanc@ci.zephyrhills.fl.us Within Budget: YES ☒ NO ☐ *Explain

Reference 2: Company Name: City of Zephyrhills
Project Name: Intersection Projects Project Amount: \$ 2,161,884.40
Description: The work to be performed includes roadway construction for earthwork, roadway paving and grading, curb and gutter, sidewalks, pipe culvert and drainage structures, signing and pavement markings, roadway lighting, and traffic signal installation.
Contact Name: Shane LeBlanc Phone: 813-780-0022 x 3561
Email: sleblanc@ci.zephyrhills.fl.us Within Budget: YES ☒ NO ☐ *Explain

Reference 3: Company Name: PCS Civil, Inc
Project Name: SR50 Widening Project Amount: \$ 5,304,652.00
Description: Earthwork and utilities for the widening of SR50 from Sunlake Blvd. to E of US 98
Contact Name: Louis Johnson Phone: 727-735-1781
Email: Louis.j@pcs civil.com Within Budget: YES ☒ NO ☐ *Explain

Reference 4: Company Name: City of Zephyrhills
Project Name: Reclaimed Water Lines^{ext.} Project Amount: \$ 1,046,200.70
Description: Install approximately 10,600 linear feet of 12 inch pipe starting at 12th Street and CR 54 through to Otis Allen Rd.
Contact Name: Shane LeBlanc Phone: 813-780-0022 x 3561
Email: sleblanc@ci.zephyrhills.fl.us Within Budget: YES ☒ NO ☐ *Explain

Reference 5: Company Name: De Lotto
Project Name: Sarah Vande Burg^{Tennis Ct.} Project Amount: \$ 731,535.00
Description: provide all equipment and materials, and do all work necessary to construct a hydrocourt sub surface irrigated fast-dry Tennis Court complete and operational, including connections to storm drainage system, water supply system.
Contact Name: Kyle Lewis Phone: 813-535-2191
Email: klewis@delotto.com Within Budget: YES ☒ NO ☐ *Explain

City May Stop the Work. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials, or equipment, the City may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor the sum of **\$500.00**. This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

The Bidder hereby agrees that the City reserves the right to waive any bid and to reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the City. The bidder's signature understands and acknowledges the requirements set forth in this bid package.

James M. Petrucci Jr 7/22/22
Signature/Print Name/Company Date
B.R.V. Contracting, Inc.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 22nd day of July A.D. 2022.

____ (Seal)

By: James M. Petrucci Jr
Title: President

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
B.R.W. Contracting, Inc.
2522 Hunt Road,
Land O'Lakes, FL 34638

as Principal, hereinafter called the Principal, and
Frankenmuth Mutual Insurance Company
1 Mutual Drive,
Frankenmuth, MI 48787

a corporation duly organized under the laws of the State of **MI**
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Zephyrhills
5335 8th Street,
Zephyrhills, FL 33542

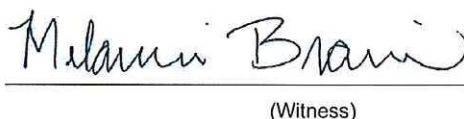
as Obligor, hereinafter called the Obligor, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for
Dairy Road Ext-Hand & Guard Rail; Bid No. 11-22-05
Addition of Retaining Wall, Handrail & Guardrail

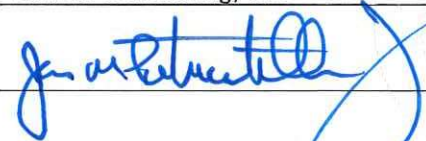
NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of
such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay
to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligor may in good faith contract with another party to perform the Work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed July 22, 2022


(Witness)


(Witness)

B.R.W. Contracting, Inc.



Frankenmuth Mutual Insurance Company



David B. Shick, Attorney-In-Fact and
Licensed FL Resident Agent #A241176



SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds



FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

David B. Shick

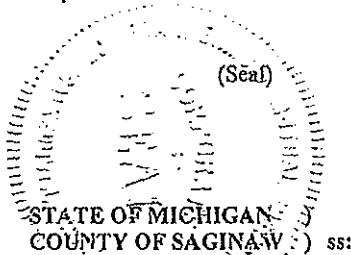
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By [Signature]
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature]

(Seal)

Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 22nd day of July, 20 22.

[Signature]

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



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

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

by James Pietracatella, President
(print individual's name and title)

for BRW Contracting, Inc
(print name of entity submitting sworn statement)

whose business address is

2522 Hunt Rd. Land O' Lakes, FL 34638

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0000205
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

[Signature]
(Signature)

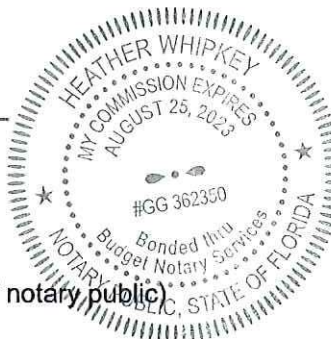
Sworn to and subscribed before me this 20 day of July, 2022.

Personally known ☒ Or Produced identification _____

Notary Public – State of Florida

Heather Whipkey
My commission expires 8/25/23
(Type of Identification)

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CUC1225733

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DRUG-FREE WORKPLACE FORM

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

certifies that BRW Contracting, Inc. does:
(Name of Business)

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

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


Bidder's Signature

7/23/22

Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS
STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items or too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Office
5335 8th Street
Zephyrhills, FL 33542

Addenda Receipt Acknowledgment

Addendum # 1 Date 7/21/22 Initials AMP
Addendum # _____ Date _____ Initials _____
Addendum # _____ Date _____ Initials _____
Addendum # _____ Date _____ Initials _____

Firm Representative:


Signature/Date (Executed by Corporate Authority)

E-VERIFY CERTIFICATION FORM

All vendors, contractors and subcontractors doing business with the City of Zephyrhills must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

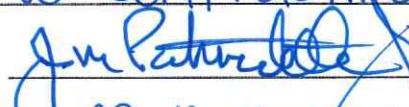
Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or City upon request.

CERTIFICATION

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: BRW Contracting, Inc.

Authorized Signature: 

Printed Name/Title: James M. Pietracatella, Jr. President

Address: 2522 Hunt Rd. Land O'Lakes, FL 34638

Date: 7/22/22

Phone: 813-996-5882

Email: jimp@brwcontracting.org

The City of Zephyrhills reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential City actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the City.

Please send the completed form with your submittal.

Errors or Omissions

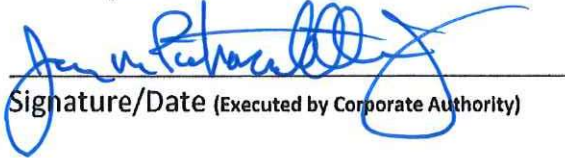
Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ YES

☒ No

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

Firm Representative:


Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Pasco

James M. Pietracatella, JR., being first duly sworn, deposes and says that he is
President of BRW Contracting, Inc.; the party making the fore-going submittal of qualifications or bid that
 such submittal
 (partner or officer of the Firm, etc)

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

James M. Pietracatella, JR.
 Officer

BRW Contracting, Inc. (Company Name)

State of Florida

County of Pasco

The foregoing instrument was acknowledged before me this 20 day of July

by
James M. Pietracatella, JR. (name and title of corporate officer)
 of BRW Contracting, Inc. (Name of Corporation),
 a Florida (state or place of incorporation) corporation, on behalf of the
 corporation. He/she is personally known to me or has produced _____ (identification
 type)
 as identification.

Heather Whipkey (Signature line for notary public)

Heather Whipkey (Name of notary type, printed or stamped)

Admin Assist (Title or rank)

My commission expires:

Serial number, if any 69362350

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

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

Vendor: BRW Contracting, Inc.
Name of Company – Please Print

Signature: 
Authorized Company Representative

Name/Title: James M. Pietracatella, Jr. President

Address: 2522 Hunt Rd.
Land O' Lakes, FL 34638

Date: 07/22/ 2022

CITY ATTORNEY'S REPORT 4.1

First Reading **Ordinance No. 1440-22 - ORDINANCE NO. 1440-22 "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM CITY MU (MIXED USE) TO RU (RESIDENTIAL URBAN) AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM C3 (GENERAL COMMERCIAL) TO R3 (MEDIUM DENSITY RESIDENTIAL, FOR A PORTION OF PARCELS 04-26-21-0010-03000-0100 AND 14-26-21-0010-03000-0101; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

Issue:

Applications submitted by Gordon L. Hood to amend the Comprehensive Plan, Future Land Use Map and Official Zoning Map for a portion of property generally located at 38624 B Avenue (Parcels 14-26-21-0010-03000-0010 & 14-26-21-0010-03000-0101).

Background:

The Subject Property currently has a split FLU classification of MU (Mixed Use) & RU (Residential Urban), and a split zone of C3 (General Commercial) and R3 (Medium Density Residential). The existing location of the C3 zoning district is in conflict with a portion of the RU FLU classification assigned. The applicants are requesting to amend the Future Land Use Map, changing the MU portion of the Subject Property to RU, consistent with the remainder of the property. The applicants are also requesting to amend the Zoning, changing the designation of the C3 portion of the property to R3, consistent with the remainder of the property.

Attachment(s):

1. Ordinance 1440-22 Hood Family Trust FLU Amendment and Rezoning of 38624 B. Avenue
2. Existing Zoning (1) (1)
3. Hood_EFLUMap (1)
4. Location Map_Hood (1)
5. STAFF REPORT-HOOD (1)

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends Approval.

The Planning Commission Recommended Approval at its July 19th, 2022 Meeting.

ORDINANCE NO. 1440-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM CITY MU (MIXED USE) TO RU (RESIDENTIAL URBAN) AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM C3 (GENERAL COMMERCIAL) TO R3 (MEDIUM DENSITY RESIDENTIAL, FOR A PORTION OF PARCELS 04-26-21-0010-03000-0100 AND 14-26-21-0010-03000-0101; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's Comprehensive Plan upon written consent of the land owners, together with the approval of the City Council for said Future Land Use Map amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapters 163 and 166, Florida Statutes, to rezone property within the City Limits upon receipt of written consent of the land owner, together with the approval of the City Council for said rezoning duly expressed by Ordinance; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold public hearing on the 19th day of July, 2022 to consider the Future Land Use Map Amendment and Rezoning; and

WHEREAS, due public notice of hearing on the proposed Future Land Use Map Amendment and Rezoning was given by the City Council on August 11, 2022, as required by the Zephyrhills Land Development Code, as amended, and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the Future Land Use Map Amendment meets the criteria of a small scale map amendment pursuant to Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City has determined that the RU (Residential Urban) Future Land Use classification would be appropriate and consistent with the City's Comprehensive Plan; and

WHEREAS, the City Council has determined that the R3 (Medium Density Residential) Zoning designation would be appropriate, would be consistent with the RU Future Land Use classification, and would promote the general welfare and encourage proper development within the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. The Whereas clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. The following lands, lying and being situated in Pasco County, Florida to-wit:

Parcel/Tax ID No.: 14-26-21-0010-03000-0100; 14-26-21-0010-03000-0101

Physical Address: 38624 B Avenue; No Address Assigned

Legal Description(s): See Exhibits "A" and "B"

Acreage: 1.52 Acres (MOL)

the Future Land Use classification is hereby amended to RU (Residential Urban) and the Zoning designation is hereby changed to R3 (Medium Density Residential) and included within the boundaries of the City of Zephyrhills, Florida.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Section 5. This Ordinance shall become effective thirty-one (31) days after the adoption if no challenge is filed, as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1440-22 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 8th day of August, 2022

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance No. 1440-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 22nd day of August, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance No. 1440-22 was approved by me this 22nd day of August, 2022.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney

EXHIBIT "A"

Legal Description

Parcel No.: 14-26-21-0010-03000-0100

MOORES FIRST ADDITION TO THE TOWN OF ZEPHYRHILLS PB 1 PG 57 WEST 1/2 OF BLOCK 30 LESS RAILROAD R/W; & MOORES FIRST ADDITION TO THE TOWN OF ZEPHYRHILLS PB 1 PG 57 POR OF FORMER SEABOARD AIRLINE RR R/W BEING DESC AS A STRIP OF LAND 100 FT IN WIDTH IE 50 FT WIDE ON EACH SIDE OF CENERLINE SAID STRIP TO EXTEND FROM N LN OF AVE B TO N LN OF AVE C LESS AND EXC PARCEL PER OR 10234 PG 2321 DESC AT COM AT SE CORNER OF LOT 9 BLOCK 18 OF SAID MOORES FIRST ADDITION TH N89DEG59'54"E 110.67 FT TO NELY R/W LN OF SAID SEABOARD AIRLINE RAILROAD TH S25DEG21'51"E 66.41 FT TO NW COR OF LOT 16 BLOCK 30 OF SAID MOORES FIRST ADDITION TH N89DEG56'16"W 89.30 FT TH S00DEG08'43"E 45.41 FT TO PT OF SWLY R/W LN OF SEABOARD AIRLINE RAILROAD TH N25DEG21'51"W 116.55 FT TO POB & LESS & ESC PARCEL PER OR 10068 PG 737 BEING DESC AS COM AT SE COR OF LOT 7 BLOCK 30 OF MOORES FIRST ADDITION TO TOWN OF ZEPHYRHILLS PB 1 PG 57 TH W 109.98 FT MOL TO ELY R/W LN OF FORMER SEABOARD COASTLN RR R/W BING FURTHER DESC AS COM AST SE COR OF BLOCK 31 MOORES FIRST ADDITION TO TOWN OF ZEPHYRHILLS PB 1 PG 57 TH ALG N R/W LN OF C AVE EAST 10 FT FOR POB TH N00DEG01'00"W 89.80 FT TH WEST 10.00 FT TO NE COR OF LOT 6 IN SAID BLOCK 31 TH N00DEG01'00"W 157.20 FT TO SLY BDY OF FORMER SEABOARD COASTLIN RR TH ALG SAID BDY S25DEG40'46"E 138.13 FT MOL TO W LN OF BLOCK 30 OF SAID MOORES FIRST ADD TH S25DEG21'51"E ALG SWLY R/W LN OF SEABOARD AIRLINE RR 116.55 FT FOR POB TH S25DEG21'51"E 49.33 FT TH N89DEG59'18"W 21.02 FT TH N00DEG08'43"W 44.57 FT TO POB; LESS & EXC POR OF FORMER SEABOARD AIRLINE RR R/W LYING WITHIN LOTS 1 & 2 BLOCK 31 MOORES FIRST ADDITION TO TOWN OF ZEPHYRHILLS PB 1 PG 57 DESC AS COM AT NE COR OF LOT 1 BLOCK 31 OF SAID MOORES FIRST ADDITION TH S89DEG56'16"E 21.42 FT FOR POB TH S89DEG56'16"E 89.30 FT TO NELY R/W LN OF SAID RR ALSO BEING NW COR OF LOT 16 BLOCK 30 TH S00DEG08'43"E 149.92 FT TH N89DEG56'16"W 67.26 FT TH N00DEG04'52"E 57.36 FT TH N25DEG21'51"W 2.95 FT TH N89DEG59'18"W 21.02 FT TH N00DEG08'43" 89.98 FT TO POB

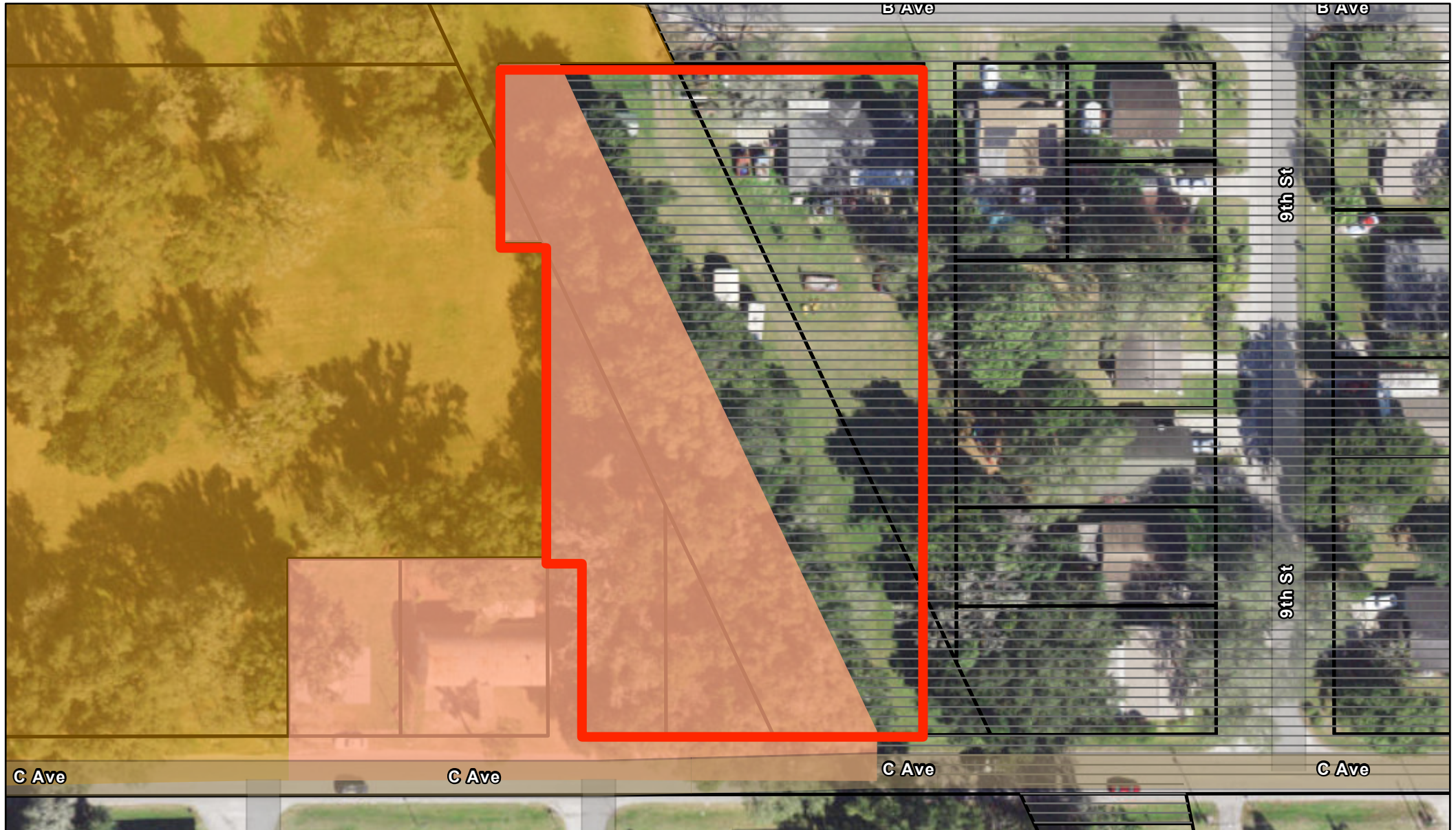
EXHIBIT "B"

Legal Description

Parcel No.: 14-26-21-0010-03000-0101

POR OF FORMER SEABOARD AIRLINE RR R/W LYING WITHIN MOORES FIRST ADDITION TO TOWN OF ZEPHYRHILLS AND POR OF LOTS 1 & 2 BLOCK 31 MOORES FIRST ADDITION TO TOWN OF ZEPHYRHILLS PB 1 PG 57 DESC AS COM AT NE CORNER OF LOT 1 BLOCK 31 OF SAID MOORES FIRST ADDITION TH S89DEG56'16"E 21.42 FT FOR POB TH S89DEG56'16"E 89.30 FT TO NELY R/W LN OF SAID RR ALSO BEING NW COR OF LOT 16 BLOCK 30 TH S00DEG08'43"E 149.92 FT TH N89DEG56'16"W 67.26 FT TH N00DEG04'52"E 57.36 FT TH N25DEG21'51"W 2.95 FT TH N89DEG59'18"W 21.02 FT TH N00DEG08'43"W 89.98 FT TO POB

EXHIBIT C: Existing Zoning



7/14/2022

CITY_WIDE_EUCLIDEAN_ZONING  Zhills_Parcels_EnGov

 R3

 C3

 PUD

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

30cm Resolution Metadata

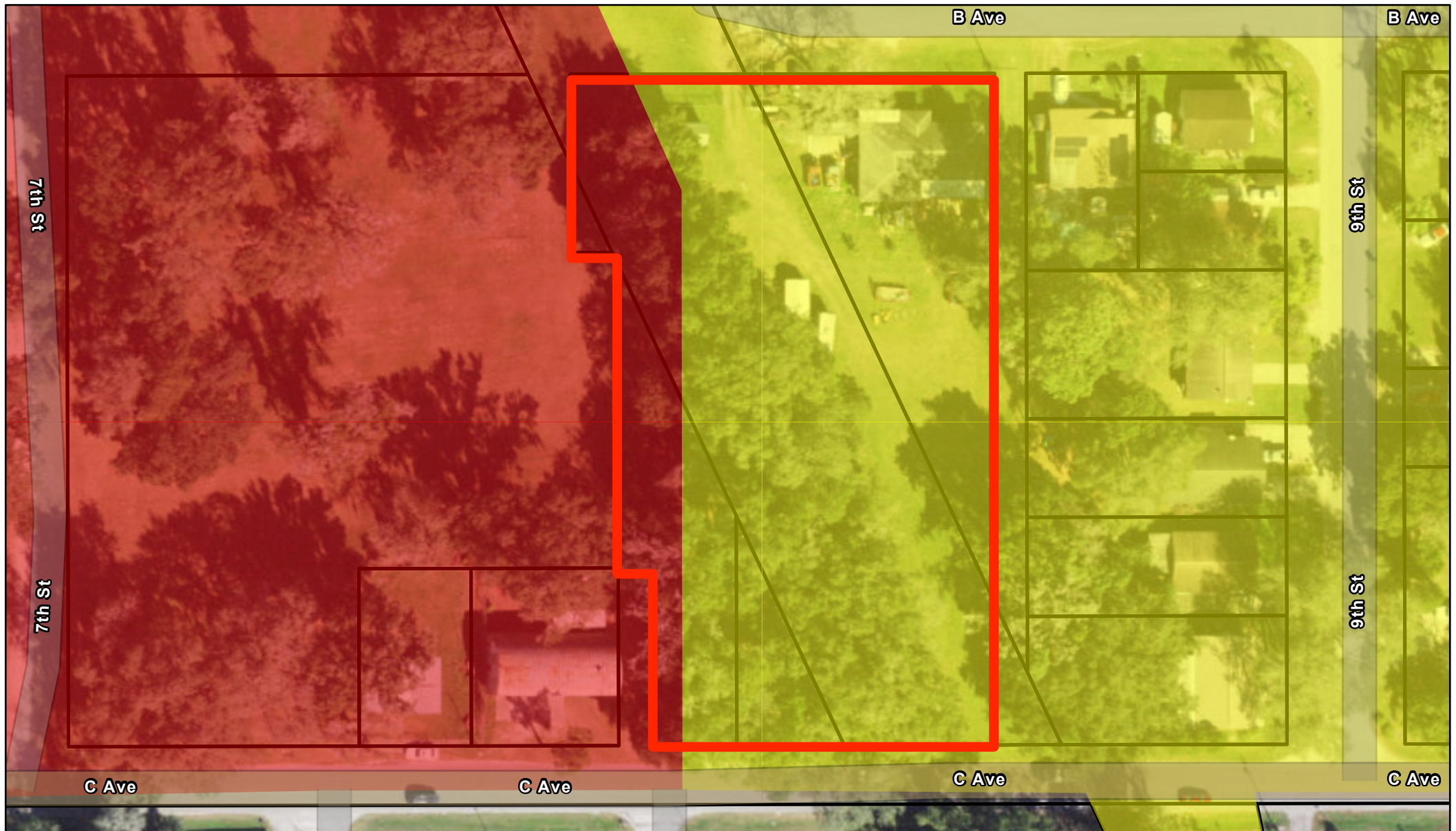


1:915
0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

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EXHIBIT B: Existing FLU



7/14/2022

CITY_WIDE_FUTURE_LAND_USE

Residential Urban

Mixed Use

Zhills_Parcels_EnGov

World Imagery

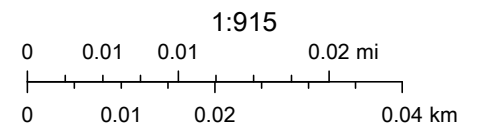
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

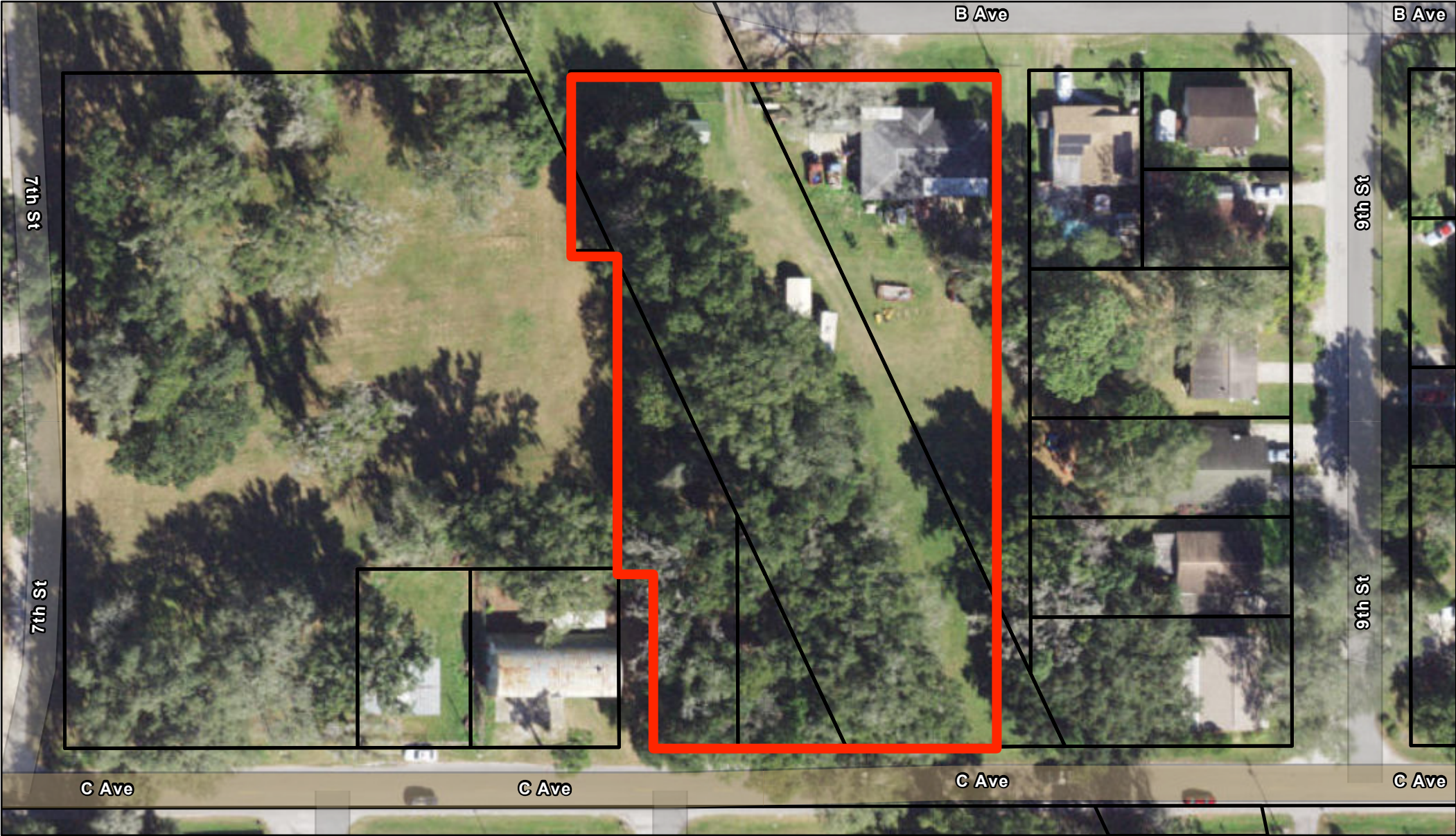
Citations

30cm Resolution Metadata



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EXHIBIT A: Location Map



7/14/2022

 Zhills_Parcels_EnGov

World Imagery

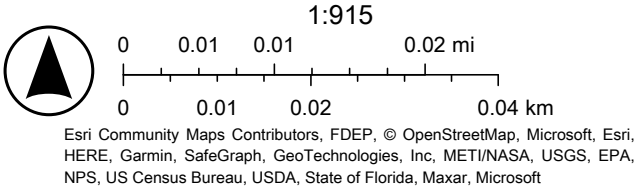
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

30cm Resolution Metadata





STAFF REPORT

To: Honorable Mayor Whitfield & City Council
From: Audrey McGuire, *Historic Preservation Specialist/Community Planner*
Re: FLU/RZ-0013-22_Hood Property
Date: 25 July 2022

I. BACKGROUND & INFORMATION

A. HISTORY | APPLICATION SUMMARY

Application submitted by Gordon Leo Hood, to for a future land use map amendment and rezoning of property generally located at 38624 B Avenue. The Subject Property currently has a split future land use of RU and MU, and a split zoning of R3 and C3.

B. SITE INFORMATION

OWNER/APPLICANT:	Hood Family Trust Gordon Leo Hood & Sheila Ann Edwards, Trustees
AUTHORIZED AGENT:	Jacob Hood
SUBJECT PROPERTY:	38624 B Avenue Tax ID No. 14-26-21-0010-03000-0010; 14-26-21-0010-03000-0101 1.52 acres MOL
EXISTING LAND USE:	Single-Family Residence; Vacant/Undeveloped
EXISTING FLU CLASS:	MU (Mixed Use) & RU (Residential Urban)
EXISTING ZONING:	C3 (General Commercial) & R3 (Medium-Density Residential)

II. DATA & ANALYSIS

A. Character Analysis

The Subject Property is generally located at 38624 B Avenue, on the south side of the intersection of B Avenue and 8th Street, extending south to C Avenue. Surrounding property uses are as follows:

1. **North** – Properties immediately to the north of the Subject Property are contain a FLU classification of RU, zoning designation of R3, and properties are utilized for a mix of single- and two-family residential. Property to the northeast of the Subject Property has a FLU classification of RU & MU,

and is a part of the Gateway Planned Unit Development (PUD) which provides for a mix of townhomes, single-family residential, and mixed-use residential/commercial/office uses.

2. **South** – Properties immediately to the south of the Subject Property are located within unincorporated Pasco County. They contain a Pasco County FLU classification of ROR (Retail/Office/Residential), and zoning classification of RMH (Residential Mobile Home). The properties are currently developed for residential/mobile home purposes.
3. **East** – Property immediately to the east of the Subject Property contains a City FLU classification of RU and a zoning designation of R3. Properties are developed for a mix of single- and two-family residential.
4. **West** – Properties west of the Subject Property have a FLU classification of MU & RU, and are zoned PUD (Gateway), C3 (General Commercial) and Form-Based Code T3 (Suburban).

B. Compatibility Analysis

FUTURE LAND USE MAP AMENDMENT (FLUMA) – *Exhibit B.*

The Subject Property contains a split FLU classification of MU & RU. The applicants are looking to continue development of the property for residential purposes, consistent with the surrounding neighborhoods which contains a mix of single-family and two-family residential dwellings. The applicants are requesting a FLUMA, changing the portion of the property designated as MU to RU, consistent with the remainder of the subject property and surrounding land uses to the north and east of the Subject Property.

The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 50 acres as of July 1, 2021) and does not require a transmittal to the State Department of Economic Opportunity (DEO). The proposed FLUMA is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan, the Land Development Code, and land use trends in the surrounding area.

REZONING – *Exhibit C*

The Subject Property currently has a **Split Zone**, with both R3 and C3 zoning districts applied to the same parcel(s).

LDC Sec. 1.03.04(G) provides language pertaining to the development of a parcel with two or more assigned zoning districts designations (split zone) – allowing development with conditions related to differing floor area ratios and density regulations; however, Sec. 1.03.04(G)(1) states “nothing in this section shall authorize the location of a use in a zoning district where that use is not either a permitted principal or accessory use, or permissible special use...” Residential uses are not permissible in the C3 zoning district and would make areas the property assigned a C3 zoning designation undevelopable for residential purposes.

The existing C3 (General Commercial) zoning designation on a portion of the Subject Property is in conflict with surrounding residential land uses in the area and a portion of the underlying FLU classification of RU. The C3 land use designation is described by **LDC Sec. 2.01.03.17** as being “established to identify areas of the city appropriate for location of commercial activities with potential land use conflicts resulting from truck traffic, materials storage, emission of noise, odor or air pollutants or other environmental and public safety considerations...”

The applicants are request to rezone the portion of the Subject Property containing the C3 zoning district designation to R3 – consistent with the remainder of the Subject Property and surrounding zoning designations to the north and east of the subject property. The proposed rezoning to R3 is consistent with assigned FLU classifications of MU & RU, is consistent with the development and land

use patterns of the surrounding area, will not create a spot zone, and will not exhibit premature development based on existing development and infrastructure availability.

C. Potential Impacts on Urban Services/Public Facilities

POTABLE WATER

Service is available to the site. Maximum potential impact for the site based on the proposed zoning would be 10.5 u/a x 1.52 acres = 15.96 Duplex Units OR 7 u/a x 1.52 acres = 10.64 SF Units
15.96 units x 300 gal. = 4,788 GPD OR 10.64 x 300 gal = 3,192 GPD

WASTEWATER (SANITARY SEWER)

Service is available to the site. Maximum potential impact for the site based on the proposed zoning would be:

15.96 Duplex units x 250 gal. = 3,990 GPD OR 10.64 SF Units x 250 gal. = 2,660 GPD

SANITATION (SOLID WASTE)

Domestic solid waste is collected by the City of Zephyrhills sanitation department and disposed of at the Pasco County transfer station located on Handcart Road. Per the Comprehensive Plan, the minimum level of service (LOS) is 1.5 tons per year per dwelling unit for residential uses.

Service is available to the site, and nearby properties currently serviced. Maximum LOS demand for the site based on the proposed zoning would:

1.5 Tons x 1 year x 15.96 Duplex Units = 23.9 Tons/Year OR 1.5 x 1 year x 7.0 SF Units = 15.96

STORMWATER

The Subject Property is not located within a basin of special concern or an identified flood hazard area. Maximum buildout of the site at 10.5 units per acre would necessitate on-site retention for a 100 year, 24 hour storm event.

POLICE

The Subject Property is currently within the service area of the Zephyrhills Police Department. No impact is anticipated.

FIRE/EMERGENCY SERVICES

The Subject Property is currently served by Pasco County Fire Rescue. No impact is anticipated.

D. CONSISTENCY WITH CITY CODES/ORDINANCES

R3 is an allowable zoning category under the Future Land Use Classification of RU (Residential Urban) and, as a portion of the Subject Property and other properties immediately adjacent to the Subject Property have an existing zoning designation of R3, a spot zone will not be created. Therefore, the proposed rezoning from C3 to R3 is consistent with the Comprehensive Plan.

The proposed FLU and rezoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances.

III. RECOMMENDATION(S)

Staff Recommendation – Based upon the analysis contained herein, along with supporting documentation, staff recommends approval of the application to rezone – changing a portion of the FLU classification on the Subject property to RU (Residential Urban) and

Site Plan Review Committee – The SPRC voted to recommend approval of the proposed FLUMA & Rezoning

Planning Commission – The Planning Commission recommended approval of the proposed FLUMA & Rezoning at its regular 7/19/2022 meeting with a unanimous vote.

CITIZEN COMMENTS 1

Kim Earle - 37741 Phelps Road Update

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	5,555.69	CITY OF ZEPHYRH	ACHCPAYMENTUS	7/20/2022
ACH Credit Received	197.46	358738238	ACHCPAYMENTUS CO	7/20/2022
ACH Credit Received	52.73	185116-77412	ACHCGas South	7/20/2022
ACH Credit Received	131.18	2000012000	ACHCPEOPLES GAS	7/20/2022
ACH Credit Received	206.19	2000012000	ACHCPEOPLES GAS	7/20/2022
ACH Credit Received	10,467.25	2.01752E+14	ACHCSTATE OF FLO	7/20/2022
ACH Credit Received	369,971.97	5.96E+14	ACHCFAA TREAS 3	7/20/2022
ACH Credit Received	247.50	8.78824E+12	ACHCGLOBAL PAYME	7/20/2022
Deposit	569.83		DP0002102837682I	7/20/2022
Deposit	6,987.67		ICLD02407644036I	7/20/2022
Miscellaneous Credit	2,589.93		MSCR000000000111	7/20/2022
ACH Credit Received	14,343.46	CITY OF ZEPHYRH	ACHCPAYMENTUS	7/21/2022
ACH Credit Received	35.55	359138029	ACHCPAYMENTUS CO	7/21/2022
ACH Credit Received	58,905.03	2.01752E+14	ACHCSTATE OF FLO	7/21/2022
ACH Credit Received	377.78	2.01752E+14	ACHCSTATE OF FLO	7/21/2022
ACH Credit Received	55.00	2.01752E+14	ACHCSTATE OF FLO	7/21/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	7/21/2022
ACH Credit Received	186.42	8.78824E+12	ACHCGLOBAL PAYME	7/21/2022
Deposit	1,046.69		DP0002103696134I	7/21/2022
Deposit	483,936.30		ICLD02408075981I	7/21/2022
Interest Credit	69.66		CNIT000000000000	7/21/2022
Miscellaneous Credit	1,563.77		MSCR000000000111	7/21/2022
ACH Credit Received	16,238.78	CITY OF ZEPHYRH	ACHCPAYMENTUS	7/22/2022
ACH Credit Received	543.32	359466391	ACHCPAYMENTUS CO	7/22/2022
ACH Credit Received	1.00	5817	ACHC10L GOVDEALS	7/22/2022
ACH Credit Received	133.75	8.78824E+12	ACHCGLOBAL PAYME	7/22/2022
ACH Credit Received	902.00	8.78824E+12	ACHCGLOBAL PAYME	7/22/2022
Deposit	1,289.94		DP0002104522836I	7/22/2022
Deposit	9,059.43		ICLD02408521351I	7/22/2022
Miscellaneous Credit	1,820.51		MSCR000000000111	7/22/2022
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ACH Credit Received	1,149.42	359929492	ACHCPAYMENTUS CO	7/25/2022
ACH Credit Received	18,566.88	2.01752E+14	ACHCSTATE OF FLO	7/25/2022
ACH Credit Received	25,407.81	2.01752E+14	ACHCSTATE OF FLO	7/25/2022
ACH Credit Received	62,639.93	2.01752E+14	ACHCSTATE OF FLO	7/25/2022
ACH Credit Received	25.00	2.01752E+14	ACHCSTATE OF FLO	7/25/2022
ACH Credit Received	215.83	2.01752E+14	ACHCSTATE OF FLO	7/25/2022
ACH Credit Received	5,089.30	5652	ACHCPASCOCLERKOP	7/25/2022
ACH Credit Received	4.03	8.78824E+12	ACHCGLOBAL PAYME	7/25/2022
ACH Credit Received	353.10	8.78824E+12	ACHCGLOBAL PAYME	7/25/2022
ACH Credit Received	545.70	8.78824E+12	ACHCGLOBAL PAYME	7/25/2022
ACH Credit Received	49.15	8.78824E+12	ACHCGLOBAL PAYME	7/25/2022
ACH Credit Received	997.95	8.78824E+12	ACHCGLOBAL PAYME	7/25/2022

Deposit	361.42	ICLD02400181587I	7/25/2022
Deposit	776.93	DP0002106397282I	7/25/2022
Miscellaneous Credit	707.21	MSCR000000000111	7/25/2022
ACH Credit Received	9,461.83	CITY OF ZEPHYRH ACHCPAYMENTUS	7/26/2022
ACH Credit Received	20,350.31	CITY OF ZEPHYRH ACHCPAYMENTUS	7/26/2022
ACH Credit Received	55,030.95	CITY OF ZEPHYRH ACHCPAYMENTUS	7/26/2022
ACH Credit Received	144.49	360146360 ACHCPAYMENTUS CO	7/26/2022
ACH Credit Received	12.65	360318453 ACHCPAYMENTUS CO	7/26/2022
ACH Credit Received	199.32	360554936 ACHCPAYMENTUS CO	7/26/2022
Deposit	1,538.39	DP0002107517408I	7/26/2022
Deposit	16,600.59	ICLD02400800659I	7/26/2022
Miscellaneous Credit	14,361.98	MSCR000000000111	7/26/2022
ACH Credit Received	4,628.66	CITY OF ZEPHYRH ACHCPAYMENTUS	7/27/2022
ACH Credit Received	206.34	360834787 ACHCPAYMENTUS CO	7/27/2022
ACH Credit Received	220,643.99	2.01752E+14 ACHCSTATE OF FLO	7/27/2022
ACH Credit Received	126,172.33	2.01752E+14 ACHCSTATE OF FLO	7/27/2022
ACH Credit Received	215.50	2.01752E+14 ACHCSTATE OF FLO	7/27/2022
ACH Credit Received	222.50	2.01752E+14 ACHCSTATE OF FLO	7/27/2022
ACH Credit Received	550.16	8.78824E+12 ACHCGLOBAL PAYME	7/27/2022
Deposit	1,833.81	DP0002108480924I	7/27/2022
Deposit	11,464.58	ICLD02401456938I	7/27/2022
Miscellaneous Credit	1,493.53	MSCR000000000111	7/27/2022
ACH Credit Received	14,401.32	CITY OF ZEPHYRH ACHCPAYMENTUS	7/28/2022
ACH Credit Received	210.22	361138836 ACHCPAYMENTUS CO	7/28/2022
ACH Credit Received	2,057.33	2.01752E+14 ACHCSTATE OF FLO	7/28/2022
ACH Credit Received	644.88	8.78824E+12 ACHCGLOBAL PAYME	7/28/2022
Deposit	2,076.98	DP0002100408096I	7/28/2022
Deposit	27,511.76	ICLD02401771009I	7/28/2022
Miscellaneous Credit	2,632.32	MSCR000000000111	7/28/2022
ACH Credit Received	14,109.53	CITY OF ZEPHYRH ACHCPAYMENTUS	7/29/2022
ACH Credit Received	138.61	361438766 ACHCPAYMENTUS CO	7/29/2022
ACH Credit Received	158.25	2.01752E+14 ACHCSTATE OF FLO	7/29/2022
ACH Credit Received	194.00	2.01752E+14 ACHCSTATE OF FLO	7/29/2022
ACH Credit Received	3,250.00	6329 ACHC10L GOVDEALS	7/29/2022
ACH Credit Received	6,232.19	8.78824E+12 ACHCGLOBAL PAYME	7/29/2022
ACH Credit Received	1,493.61	8.78824E+12 ACHCGLOBAL PAYME	7/29/2022
Deposit	909.69	DP0002101424294I	7/29/2022
Deposit	17,432.24	DP0002102209894I	7/29/2022
Deposit	30,957.90	ICLD02402208113I	7/29/2022
Miscellaneous Credit	3,288.17	MSCR000000000111	7/29/2022
ACH Credit Received	24,684.05	CITY OF ZEPHYRH ACHCPAYMENTUS	8/1/2022
ACH Credit Received	91.14	361749953 ACHCPAYMENTUS CO	8/1/2022
ACH Credit Received	1,890.70	2705588 ACHCCC TM PA LLC	8/1/2022
ACH Credit Received	25.00	2.01752E+14 ACHCSTATE OF FLO	8/1/2022
ACH Credit Received	37.76	8.78824E+12 ACHCGLOBAL PAYME	8/1/2022
ACH Credit Received	272.85	8.78824E+12 ACHCGLOBAL PAYME	8/1/2022
ACH Credit Received	272.85	8.78824E+12 ACHCGLOBAL PAYME	8/1/2022

ACH Credit Received	464.54	8.78824E+12	ACHCGLOBAL PAYME	8/1/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	8/1/2022
ACH Credit Received	4,131.31	8.78824E+12	ACHCGLOBAL PAYME	8/1/2022
ACH Credit Received	601.90	8.78824E+12	ACHCGLOBAL PAYME	8/1/2022
ACH Credit Received	126.00	8.78824E+12	ACHCGLOBAL PAYME	8/1/2022
ACH Credit Received	73,895.77	8.78824E+12	ACHCGLOBAL PAYME	8/1/2022
Deposit	1,312.57		DP0002103230434I	8/1/2022
Deposit	13,621.72		ICLD02402901549I	8/1/2022
Miscellaneous Credit	2,298.31		MSCR000000000111	8/1/2022
ACH Credit Received	8,775.38	CITY OF ZEPHYRH	ACHCPAYMENTUS	8/2/2022
ACH Credit Received	11,583.05	CITY OF ZEPHYRH	ACHCPAYMENTUS	8/2/2022
ACH Credit Received	19,778.49	CITY OF ZEPHYRH	ACHCPAYMENTUS	8/2/2022
ACH Credit Received	202.59	361980524	ACHCPAYMENTUS CO	8/2/2022
ACH Credit Received	40.41	362167102	ACHCPAYMENTUS CO	8/2/2022
ACH Credit Received	683.20	8.78824E+12	ACHCGLOBAL PAYME	8/2/2022
Deposit	1,479.72		DP0002104668674I	8/2/2022
Deposit	9,454.58		ICLD02403515314I	8/2/2022
Miscellaneous Credit	2,656.02		MSCR000000000111	8/2/2022