



**CRA MEETING
ZEPHYRHILLS, FLORIDA**

**Monday, September 26, 2022
5:00 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/591143285>

or dial in using your phone:

+1 (872) 240-3412 - Access Code: 591-143-285

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – CRA Board Chairperson Lance A. Smith
Roll Call – City Clerk Lori Hillman

1. BUSINESS ITEMS

- 1.1 First Reading RESOLUTION NO. 801-22 - "A RESOLUTION OF THE CITY OF ZEPHYRHILLS COMMUNITY REDEVELOPMENT AGENCY ADOPTING A PROPOSED BUDGET FOR THE CRA DISTRICT FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY, APPLICABILITY AND ESTABLISHING AN EFFECTIVE DATE."**

1. Resolution 801-22 CRA 2022-2023 Budget
2. Resolution 801-22 Exhibit A

- 1.2 Approval of July 25, 2022 CRA Minutes**

1. M07-25-22 - CRA

1.3 Franks Air Conditioning Facade Grant 5531 6th Street

1. GrantApp
2. GrantAppEst (1)
3. Paintcoloroffice
4. 5531 6th St Property App
5. 5531 6th St View

1.4 Ana M. Martinez Paint Grant 38039 6th Avenue

1. 38039 6th Ave Paint App
2. 38039 Paint Colors
3. 38039 6th Ave Paint Est.
4. 38039 6th Ave photo Appraiser

1.5 37-22-10 CRA 2022 Audit Engagement Letter with Bodine Perry

1. 37-22-10 CRA 2022 Audit Engagement Letter with Bodine Perry

1.6 Agreement No. 41-22-33 to Purchase Property Located at 5855 & 5901 11th Street - \$14,662.50

1. 41-22-33 Agreement for Sale and Purchase of 11th Street
2. 5855 5901 11th St Demo Lien
3. 5855 5901 11th St Sale Agree

1.7 5th Avenue Signage Improvement Project

1. FLZEPHYRHILLS - 5TH AVE SIGNAGE - QUOTE #1012563 V3 Install (6)
2. City of Zephyrhills - 5th Ave Sign Project (2)
3. City of Zephyrhills_5th Avenue_Signing Plans_12_01_2021

1.8 Little but Loud - The Backyard Park Construction Management Services Ranking and Contract Negotiations

1. Exh A_352204 CMS The Backyard
2. Exh B_Response_The A.D. Morgan Corporation
3. Backyard CMS Ranking

2. CRA DIRECTOR'S REPORT

3. MAIN STREET ACTIVITY REPORT

4. CITIZEN COMMENTS

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or**

hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.

BUSINESS ITEMS 1.1

First Reading **RESOLUTION NO. 801-22 - "A RESOLUTION OF THE CITY OF ZEPHYRHILLS COMMUNITY REDEVELOPMENT AGENCY ADOPTING A PROPOSED BUDGET FOR THE CRA DISTRICT FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY, APPLICABILITY AND ESTABLISHING AN EFFECTIVE DATE."**

Issue:

CRA Board of Commissioners approve Resolution 801-22.

Background:

In accordance with Sections 163.387 and 189.016, of the Florida Statutes, the CRA Board of Commissioners are required to adopt the budget by resolution each fiscal year.

The CRA Budget was presented to the CRA Board for discussion at the July 25, 2022 CRA Meeting. The attached budget reflects the project priorities as per the direction of the Board.

The attached budget includes funding for major CRA programs including Commercial, Residential and Homeowner's Incentives, Public Parking Improvements, the Back Yard project, Street Sign Improvement Program, Entrance Signage, Public Art Incentives, and Neighborhood Clean-Up Program.

Attachment(s):

1. Resolution 801-22 CRA 2022-2023 Budget
2. Resolution 801-22 Exhibit A

Fiscal Impact:

Refer to CRA Budget FY 22/23.

Staff Recommendation:

Staff requests approval of Resolution 801-22.

RESOLUTION NO. 801-22

A RESOLUTION OF THE CITY OF ZEPHYRHILLS COMMUNITY REDEVELOPMENT AGENCY ADOPTING A PROPOSED BUDGET FOR THE CRA DISTRICT FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY, APPLICABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The Zephyrhills Community Redevelopment Agency (Zephyrhills CRA) was created pursuant to Chapter 163, Part III, Florida Statutes (the “Community Redevelopment Act”) establishing the conditions and procedures for the establishment of community redevelopment areas and agencies; and,

WHEREAS, the Zephyrhills CRA is a dependent special district under Chapter 189, Florida Statutes (2006), known as the Uniform Special District Accountability Act (the “Special District Act”); and,

WHEREAS, the Special District Act requires all special districts, including dependent special districts, such as the Zephyrhills CRA, to adopt a budget for each fiscal year by resolution;

NOW, THEREFORE, be it resolved by the Community Redevelopment Agency of the City of Zephyrhills, Florida as follows:

Section 1. Authority. The Zephyrhills CRA has the authority to adopt this Resolution pursuant to the Special District Act.

Section 2. Adoption of Budget. The governing body of the Zephyrhills CRA does hereby approve and adopt a Budget for the Zephyrhills CRA for Fiscal Year 2022–2023. A copy of the budget is attached hereto and incorporated herein as Exhibit “A”.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 4. Effective Date. This resolution shall take effect upon adoption.

The foregoing Resolution No. 801-22 was read and passed in an open and regular meeting of the Community Redevelopment Agency of the City of Zephyrhills, Florida on this 26th day of September, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Lance A. Smith, CRA Board President

Approved as to legal form and legal content
for the sole reliance of the City of Zephyrhills

Matthew E. Maggard, City Attorney

EXHIBIT "A"

City of Zephyrhills
CRA Fund
Line-Item Expenditure Budget

	ACCOUNT NAME	ACCOUNT NUMBER	Budget FY21/22	Budget FY22/23
Personnel Services				
	Salaries	11005900-512000	76,269	81,163
	Fica Taxes	11005900-521100	4,729	5,032
	Medicare Taxes	11005900-521200	1,106	1,177
	Retirement Contributions	11005900-522100	21,836	25,465
	Group Health	11005900-523000	8,609	8,867
	Worker's Compensation	11005900-524000	0	195
Total Personnel Services			112,549	121,899
Operating Expenditures				
	Professional Services	11005900-531500	0	100,000
	Pro. Svcs. - Software & Support	11005900-531700	1,892	2,096
	Auditing Services	11005900-532000	0	5,807
	Contractual Services	11005900-534000	48,923	50,000
	Telephone/Communication	11005900-541000	3,200	3,200
	Refuse Removal	11005900-543400	500	600
	Property and Casualty Ins	11005900-545000	0	5,619
	Promotional Activities	11005900-548000	5,000	5,000
	Office Supplies	11005900-551000	250	150
	Operating Supplies	11005900-552000	1,000	2,400
	Memberships & Dues	11005900-554200	1,500	1,500
	Training	11005900-555500	1,000	2,500
	CRA Incentives	11005900-556200	6,500	100,000
Total Operating Expenditures			69,765	278,872
Capital Outlay				
	Home Purchase Renovation Prog	11005900-562000	0	300,000
	Little But Loud-The Back Yard	11005900-563000	250,000	400,000
	Methodist Church Parking Lot	11005900-563000	320,000	130,000
	Entrance Signage	11005900-563000	102,500	100,000
Total Capital Outlay			672,500	930,000
Contributions				
	Building Façade Grants	11005900-583010	25,000	50,000
Total Contributions			25,000	50,000
Total CRA Fund			879,814	1,380,771

COMMUNITY REDEVELOPMENT AGENCY MEETING

A Regular Community Redevelopment Meeting was held on July 25, 2022 at 5:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (872) 240-3311 – Access Code: 505-707-173.

CRA Board Chairperson Lance Smith called the meeting to order. Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Alan Knight, Charles Proctor and Mayor Gene Whitfield. Jodi Wilkeson arrived at 5:12 p.m. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, CRA Director Gail Hamilton, Public Information Officer Kevin Weiss, IT Director Mike Panak, Utility Director John Bostic, Finance Supervisor Jessica Carter and City Clerk Lori Hillman.

1. BUSINESS ITEMS

1.1 Approval of May 23, 2022 CRA Minutes

Alan Knight moved to approve the May 23, 2022 CRA Minutes. Seconded by Charles Proctor. Motion passed unanimously.

1.2 Review of Tentative FY 2022/2023 CRA Budget

CRA Director Gail Hamilton presented the CRA's line item expenditure budget and made mention of several new items added to Operating Expenditures: \$75,000 to update the CRA Master Plan; \$6,598 to fund the New State Audit Requirement; \$100,000 for Fire Suppression Restaurant Grants (a policy and application process will be created for the grant and brought before the CRA Board to review and approve), \$400,000 for Little But Loud - The Back Yard and 6th Avenue Drainage Project, and \$300,000 for a Housing Rehab Project. She explained the City would secure a home, rehab the home, sell the home, and place proceeds from the sale into the Housing Rehab line item to continue the program. Staff will select a couple builders to bid on the lots. She said the intent is to create a catalyst in the Oakside and Zephyr Park neighborhoods. Staff will create a policy and bring before the CRA Board to review and approve.

CRA Director Gail Hamilton said the Capital Projects for 2023 include Little But Loud – The Back Yard \$400,000; Housing Rehab Project \$300,000; Methodist Church Parking Lot \$130,000 and Signage for District Poll Signs \$100,000. The Ad Valorem Revenue has increased \$160,000 from last year.

5:12 p.m. Board Member Jodi Wilkeson arrived.

1.3 Residential Paint Grant – 5319 11th Street – William Konopelski

CRA Director Gail Hamilton presented a Residential Paint Grant for 5319 11th Street. The grant meets all the requirements and staff recommended approval.

Jodi Wilkeson moved to approve the Residential Paint Grant. Seconded by Kenneth Burgess. Motion passed unanimously

2. CRA DIRECTOR'S REPORT

2.1 Update on The Back Yard Project and 6th Avenue Drainage Project

CRA Director Gail Hamilton said the building on this site was removed in 2017/2018, longer than two years ago, and requires the City to provide onsite retention. An engineer has met with SWFWMD relative to the \$50,000 storm water impact and the onsite retention that will not delay the project. Construction plans will include an add alternate for additional brick for the buildings and stage area and the project may be broken into phases. The existing conditions report for the Oakside and Zephyr Park neighborhoods will be presented at the August meeting. The sidewalk project connecting neighborhoods to schools has begun and the sidewalk plan will be presented at the next meeting. The board approved Wharton-Smith as the Construction Manager at Risk for Hercules Park and the plans are at 30% with a kickoff meeting scheduled in the near future.

Board Member Wilkeson does not want to be pennywise and pound foolish and scrimp on the aesthetics.

3. MAIN STREET ACTIVITY REPORT

3.1 CRA Director Gail Hamilton said the Main Street Board will provide a part-time position to assist the Main Street Director/Coordinator. Intern Jayleen Herrera will be working 12 hours a week to update social media and keep the line of communication open with merchants. The Eagles mural will begin next week.

City Manager William Poe addressed the absence of music downtown and said a resident complained that the music downtown was too loud and playing until 10:00 p.m. so the speaker was cut off. He said the system is intermittent and could have been off temporarily. The system is being fine-tuned.

Board member Wilkeson said when the speaker system was installed, it was to provide a sound system for the entire street during events and a sense of place and ambience in the downtown area.

CRA Director Gail Hamilton said she will check on the music downtown. She said the good thing is when the City bought the system, the owner of the business agreed to add fixes for speakers and program upgrades to the City's system.

City Manager William Poe said Tina and Joe of Tina and Joe's Café are working on a Carriage House Lease for a City employee who will pay rent. He said Tina and Joe leased the entire property which included both the Jeffries House and Carriage House. The lease was written with the ability for Tina and Joe to sub-lease the Carriage House. The City will receive 90% of the funding and Joe and Tina will retain 10%.

4. CITIZEN COMMENTS

N/A

Meeting Adjourned: 5:34 p.m.
Submitted by Lori L. Hillman

BUSINESS ITEMS 1.3

Franks Air Conditioning Facade Grant 5531 6th Street

Issue:

Keith Franks, owner of Franks Air Conditioning, request matching funds of \$5000 for renovations to 5531 6th Street. The project includes replacement of existing windows and doors, exterior paint and signage. Along with major interior renovations, an estimate is included in your back-up.

Background:

Attachment(s):

1. GrantApp
2. GrantAppEst (1)
3. Paintcoloroffice
4. 5531 6th St Property App
5. 5531 6th St View

Fiscal Impact:

Funding for CRA grants is provided in the CRA's 2021/2022 approved budget.

Staff Recommendation:

The application meets all the CRA's criteria. Therefore, staff recommends approval.



Matching Facade Rehabilitation Application

Applicant Name: Keith Franks

Mailing Address: 5531 6th Street, Zephyrhills, FL
33542

Phone: 813-701-1118 Email: Frankscooling@gmail.com

Property Owner: Franks Air Conditioning & Heating LLC

Property Address: 5531 6th Street, Zephyrhills, FL
33542

Total Cost of Project: \$25000.00

Estimated Start Date: _____ Estimated Completion Date: _____

Please attach the following:

Addendum A - Project Rendering

Addendum B - Professional Estimate(s) from an architect or licensed contractor

\$ 25000.00

Estimate

Franks Air Conditioning 5531 6th Street

- Move Kitchen to make A breakroom
- Change Bathroom to make wheelchair accessible and update plumbing
- Convert Carport into A Inventory room
- do drywall and Installation throughout the whole office.
- Replace old windows and Doors throughout
- Paint inside and outside of office
- Put up company signage - (to be approved)
- Put down new flooring throughout.

plumbing
\$ 1500.00

Drywall
\$ 2100.00

Installation
\$ 1200.00

Doors / windows
\$ 5100.00

Misc material
\$ 1500.00

Interior Doors
\$ 1000.00

new floor
\$ 1500.00

Paint
\$ 2500.00

Signage
\$ 5000.00



Body 1
Amazing Gray
SW 7044

SIDING

MOUNTAIN BROOK BRICK



SW 7005
Pure White

Interior / Exterior

Locator Number: 255-C1

TRIM

SW 7069
Iron Ore

Interior / Exterior

Locator Number: 251-C7

SHUTTERS

SW 7043
Worldly Gray

Interior / Exterior

Locator Number: 245-C1

CONCRETE

SW 3007 Lodge Brown

Parcel ID		11-26-21-0010-06400-0050 (Card: 1 of 1)						
Classification		01200-Store/Off/Res						
Mailing Address		Just Value		Property Value				
FRANKS AIR CONDITIONING & HEATING LLC				\$119,687				
5531 6TH ST		Ag Land		\$0				
ZEPHYRHILLS, FL 33542		Land		\$35,000				
Physical Address		Building		\$84,253				
5531 6TH STREET, ZEPHYRHILLS, FL 33542		Extra Features		\$434				
Legal Description (First 200 characters)								
See Plat for this Subdivision								
CITY OF ZEPHYRHILLS PB 1 PG 54 LOTS 5 THRU 7 INCL		Assessed		Non-School		School		
BLK 64		Homestead Exemption		\$76,490		\$119,687		
Jurisdiction		Additional Exemptions		-\$0		-\$0		
CITY OF ZEPHYRHILLS				-\$0		-\$0		
Community Dev District								
N/A		Taxable Value		\$76,490		\$119,687		
Warning: A significant taxable value increase may occur when sold. Click here for details and info. regarding the posting of exemptions.								
Land Detail (Card: 1 of 1)								
Line	Use	Code	Description	Zoning	Units	Price	Condition	Value
1	1200R	M6STA-1	Store Combination	00SD	7000.000	\$4.50	1.00	\$31,500
2	1200C	M6STA-2	Store Combination	00SD	3500.000	\$1.00	1.00	\$3,500
Additional Land Information								
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)		
0.24	30ZC	Multiple Zones	None Reported			M6ST		
View Sketch Building Information - Use 1200-Stores / Office SFR (Card: 1 of 1)								
Year Built		1956	Stories	1.0				
Exterior Wall 1		Concrete or Cinder Block	Exterior Wall 2	None				
Roof Structure		Gable or Hip	Roof Cover	Asphalt or Composition Shingle				
Interior Wall 1		Plastered	Interior Wall 2	None				
Flooring 1		Ceramic Clay Tile	Flooring 2	Carpet				
Fuel		Electric	Heat	Forced Air - Ducted				
A/C		Central	Baths	1.0				
Line	Code	Description	Sq. Feet	Value				
1	FEP01	FINISHED ENCL PORCH	190	\$11,612				
2	FOA01	FINISHED OPEN ALUM PORCH	288	\$6,286				
3	FOP01	FINISHED OPEN PORCH	30	\$698				
4	BAS01	LIVING AREA	720	\$62,862				
5	UST01	UNFINISHED STORAGE	80	\$2,794				
Extra Features (Card: 1 of 1)								
Line	Code	Description	Year	Units	Value			
1	RUDU-M	UNFIN DETACH UTIL MT	1980	1	\$74			
2	RCLFENCE	CHAIN LINK FENCE	1983	800	\$360			
Sales History								
Previous Owner:			PITTS LISA P					
Month/Year	Book/Page	Type	DOR Code	Condition	Amount			
6/2022	10644 / 1720	Trustee's Deed	01	I	\$200,000			
8/2018	9777 / 2259	Quit Claim Deed	11	I	\$0			
4/2006	6944 / 1839	Warranty Deed		I	\$98,500			
11/2005	6684 / 0678	Probate (Civil)		I	\$0			
11/2005	6684 / 0676	Order determining Homestead Real Estate		I	\$0			
3/1985	1400 / 0208	Warranty Deed		I	\$0			
1/1978	0927 / 0176			I	\$18,000			

Google Maps 5531 6th St



Image capture: Apr 2011 © 2022 Google



5531 6th St

All

Street View & 360°

Zephyrhills, Florida

Google

Street View - Apr 2011

BUSINESS ITEMS 1.4

Ana M. Martinez Paint Grant 38039 6th Avenue

Issue:

The CRA Board of Commissioners approve funding for Residential Paint Grant 38039 6th Avenue Zephyrhills Fl.

Background:

Ms. Ana M. Martinez request funding for a Residential Paint Grant for her home located at 38039 6th Avenue. The cost of paint is \$1076, the total estimate for painting the home is \$2386. Color selections, application and paint estimate is included in your back-up.

Attachment(s):

1. 38039 6th Ave Paint App
2. 38039 Paint Colors
3. 38039 6th Ave Paint Est.
4. 38039 6th Ave photo Appraiser

Fiscal Impact:

The Grant Programs are included in the CRA's 2021/2022 approved budget.

Staff Recommendation:

The application meets all of the CRA guidelines and staff recommends approval.

Paint Voucher Program Application

Property Owner's Name

Ana M Martinez

Property Address

38039 6th AVE

Zephyrhills FL 33542

Mailing Address

Phone Number

cell 813-507-1318

Cell Number

E-mail Address

amartinez0713@gmail.com

Supporting Data Checklist must be included with application.

Application will not be reviewed without all supporting data.

Square footage of home

1100.00

Estimate of Cost for Paint

\$1076.00

Type of Paint

Sherrin Williams

Colors of Paint

1 or 2	EXTRA White
TRIM	EXTRA White
BASE	gray Jubilee
Door	Indigo
Shutters	BATIK
SW	Salute Salute

Check one

☒ I will be doing the work.

☐ I will have a professional completing the work. (A written estimate is required with the cost of paint itemized from other costs).

Owner may only apply for one Paint Voucher

I hereby submit the grant application, color samples and estimate for the proposed project and understand the Zephyrhills CRA Board must grant approval. No work shall begin and funding is not guaranteed until the CRA Board approves completed application and written approval is received. I agree to place a CRA Grant sign for the duration of the project and agree to return the sign. I further understand that the project must be completed within 6 months from date written approval is received and the reimbursement will not be paid until the project is completed. I agree to leave the completed project in its approved colors for a period of 2 years from the date of completion. I also understand a W-9 is required for tax purposes.

Print Name

Ana Martinez

Owner Signature

Date

9/15/22

Paint Voucher Program Supporting Data Checklist

Checklist must be submitted with application

Paint:

- ☒ Provide samples of the three colors chosen: Body – Trim – Accent
- ☒ Note on sample which is body color, trim color, and accent color.
- ☒ Submit W-9 for tax purposes.
- ☒ Submit written estimate from painter of your choice, excluding labor and materials or written estimate of paint cost.

Sent email of quote to ghamilton@C1zephyrhills.fl.us

Attach Color Sample

SW 7006
Extra White

257-C1

SW 7582
Salute

SW 6248
Jubilee

225-C3

SW 7602
Indigo Batik

224-C7

Gray

244-C1

**Prokote Painting
of Wesley Chapel LLC.
38136 Archer ave. Zephyrhills,fl.33541
813-728-8328**

Ana
38039 6th ave.
zephyrhills, fl. 33542
813-507-1318
amartinez0713@gmail.com

estimate
9/13/2022

Work to be performed: exterior painting all materials are from sherwin williams Resilience satin (Latitude)

- 1st we will pressure wash the house, soffits, and fascia
- 2nd we will caulk around windows, under windows, around house bibs, step cracks in the side of the house, etc. with elastomeric caulk/patch
- 3rd apply one coat of stucco conditioner so the new paint will adhere to the old paint
- 4th apply two coats of Latitude satin to house including boxes on side of house meter glass will be covered with plastic
fascia and soffit will receive two coats of latitude satin paint
all 3 doors apply two coats of latitude satin
white metal on back lanai receives two coats of latitude satin

we will move mulch/stone away from house before we paint we will cover screens and bushes with plastic or drop clothes customer is responsible to make sure bushes are trimmed away from house and personal items are moved away from the house.

Total for labor and materials **\$2386.00**

payment: $\frac{1}{2}$ the balance when we start and balance upon completion
(if using a credit card we have to add 3.55% due to credit card company)

Thank you,
Prokote painting
Duayne and Tricia Vancha

For your protection Fully licensed, bonded, insured and worker comp compliant.

Parcel ID		11-26-21-0010-12900-0111 (Card: 1 of 1)							
Classification		00100-Single Family							
Mailing Address				Property Value					
MARTINEZ ANA MARIE				Just Value		\$137,137			
38039 6TH AVE				Ag Land		\$0			
ZEPHYRHILLS, FL 335424047				Land		\$10,017			
Physical Address				Building		\$126,867			
38039 6TH AVENUE, ZEPHYRHILLS, FL 33542				Extra Features		\$253			
Legal Description (First 200 characters)									
See Plat for this Subdivision									
WEST 70 FT OF LOTS 11 12 & 13 BLK 129 CITY OF				Assessed		Non-School		School	
ZEPHYRHILLS FORMERLY TOWN OF ZEPHYRHILLS PB 1 PG				Homestead Exemption		-\$50,000		-\$25,000	
54				Additional Exemptions		-\$0		-\$0	
Jurisdiction									
CITY OF ZEPHYRHILLS									
Community Dev District				Taxable Value		\$60,060		\$85,060	
N/A				Warning: A significant taxable value increase may occur when sold.					
				Click here for details and info. regarding the posting of exemptions.					
Land Detail (Card: 1 of 1)									
Line	Use	Code	Description	Zoning	Units	Type	Price	Condition	Value
1	0100R	LP2-1	SFR	00R3	4200.000	SF	\$2.19	1.00	\$9,198
2	0100R	LP2-2	SFR	00R3	2100.000	SF	\$0.39	1.00	\$819
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)			
0.14	30ZC	Multiple Zones	None Reported			ZHLH			
View Sketch Building Information - Use 0100-Single Family Residential (Card: 1 of 1)									
Year Built	1975	Stories			1.0				
Exterior Wall 1	Concrete Block Stucco	Exterior Wall 2			None				
Roof Structure	Gable or Hip	Roof Cover			Asphalt or Composition Shingle				
Interior Wall 1	Drywall	Interior Wall 2			None				
Flooring 1	Carpet	Flooring 2			None				
Fuel	Electric	Heat			Forced Air - Ducted				
A/C	Central	Baths			1.5				
Line	Code	Description	Sq. Feet		Value				
1	FOPD1	FINISHED OPEN PORCH	56		\$1,330				
2	BAS01	LIVING AREA	1,174		\$111,567				
3	FEP01	FINISHED ENCL PORCH	210		\$13,970				
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year	Units	Value				
1	RUDU-M	UNFIN DETACH UTIL MT	1985	1	\$45				
2	RUDU-M	UNFIN DETACH UTIL MT	1990	1	\$208				
Sales History									
Previous Owner:			FREDERICK & MARILYN HUPP TRUST						
Month/Year	Book/Page	Type	DOR Code	Condition	Amount				
12/2019	10017 / 2890	Warranty Deed	01	I	\$127,000				
7/2004	5997 / 0797	Quit Claim Deed		I	\$0				
11/1977	0917 / 1730			I	\$25,000				

Page Rendered at 9/21/2022 1:33:38 PM. Processed in 0.453 seconds

Google Maps 38039 6th Ave
Martinez



Image capture: Feb 2019 © 2022 Google



38039 6th Ave

All

Street View & 360°

Zephyrhills, Florida

Google

Street View - Feb 2019

BUSINESS ITEMS 1.5

37-22-10 CRA 2022 Audit Engagement Letter with Bodine Perry

Issue:

CRA's FY 2022 Audit.

Background:

The state of Florida passed a new State Audit Requirement for Community Redevelopment Districts to report financial statements annually. The 2022 Audit Engagement Letter from Bodine Perry outlines services they will be providing to the CRA for fiscal year ending September 30, 2022.

Attachment(s):

1. 37-22-10 CRA 2022 Audit Engagement Letter with Bodine Perry

Fiscal Impact:

\$5,807 budged in FY 22/23

Staff Recommendation:

Staff recommends Board approval of Bodine Perry's 2022 Audit Engagement Letter.



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.

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.

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: Gail Hamilton
Title: CRA Director

Date: September 26, 2022

Governance signature: Lance A. Smith
Title: Board Chairperson

Date: September 26, 2022

BUSINESS ITEMS 1.6

Agreement No. 41-22-33 to Purchase Property Located at 5855 & 5901 11th Street - \$14,662.50

Issue:

The CRA Board of Commissioners approve Agreement for Sale and Purchase of Real Property located at 5855 and 5901 11th Street, in the amount of \$14,662.50

Background:

The original home located at 5855 and 5901 11th Street, Zephyrhills FL, was demolished by the City of Zephyrhills on June 1, 2015, the funds used to demolish the building were part of a CDBG grant program in partnership with Pasco County. The CDBG grant does not allow forgiveness or waiver of the demolition cost. Claim of Lien provided in your back-up. The property escheated to Pasco County on July 28, 2020, the Agreement for Sale and Purchase of Real Property is for the cost of demolition of \$14,375 plus a 2% processing fee, Pasco County waived interest fees, agreement is provided in your back up. Pasco County will record a Satisfaction of the Lien and convey the property to the City within 30 days.

Attachment(s):

1. 41-22-33 Agreement for Sale and Purchase of 11th Street
2. 5855 5901 11th St Demo Lien
3. 5855 5901 11th St Sale Agree

Fiscal Impact:

Funds to purchase real property located at 5855 and 5901 11th Street will come from the Capital Budget in the CRA's 2021/2022 approved budget.

Staff Recommendation:

Staff recommends Board approval of Agreement No. 41-22-33 Agreement for Sale and Purchase of Real Property for property located at 5855 and 5901 11th Street.

AGREEMENT FOR SALE AND PURCHASE
OF REAL PROPERTY

THIS AGREEMENT is by and between Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, and the Zephyrhills Community Redevelopment Agency, a Florida dependent special district.

WHEREAS, the property located at 5855 and 5901 11th Street, Zephyrhills, FL 34542 (Parcel ID # 11-26-21-0010-02300-0030), within the jurisdictional boundaries of the Zephyrhills Community Redevelopment Agency ("CRA"), and further described as:

Lot 4, less the north 20.0 feet thereof, and Lots 5 and 6, Block 23,
Plat of Town of Zephyrhills, according to the plat thereof as
recorded in Plat Book 1, Page 54, of the Public Records of Pasco
County, Florida,

("the Property") and

WHEREAS the Property escheated to Pasco County ("County") on July 28, 2020; and

WHEREAS, the Property is vacant land, situated on 0.22 acres MOL; and

WHEREAS, the County incurred expenses in the amount of \$14,375.00 to demolish a dilapidated structure on the Property, and thereafter placed a lien on the Property; and

WHEREAS, the CRA has asked the County to convey the Property to the CRA and has agreed to reimburse the County for the cost of demolition and 2% processing fee to Pasco County Facilities Management.

NOW, THEREFORE, IN CONSIDERATION of the premises and the terms hereof, the adequacy of which are hereby acknowledged by the County and the CRA, it is AGREED as follows:

1. The above recitals are incorporated herein by reference.
2. County agrees to convey the Property to the CRA by County Deed.
3. The CRA agrees to pay to the County the sum of Fourteen Thousand, six hundred sixty-two and 50/100 dollars (\$14,662.50).
4. The County will record a Satisfaction of the Lien recorded in Book 9248, Page 3784, of the Official Records of Pasco County, Florida
5. This contract shall be closed, and possession shall be transferred within thirty (30) days of both parties' approval and execution of this Agreement, unless extended by mutual agreement of the parties hereto.
6. The Property is being conveyed "AS IS," and the County makes no actual or implied warranties of condition, merchantability, or fitness for any general or specific use.
7. No documentary stamps are due on this transaction.

8. This Agreement embodies the complete and entire agreement between the parties regarding this transaction. This Agreement may not be varied or modified except by written agreement of both Parties.

9. All notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and shall be hand delivered or sent by an overnight delivery service, or via electronic mail (provided notice is sent to all recipients listed). Notices shall be given to the following addresses:

As to Seller: Attn: Michael J. Carballa, P.E.
Interim Pasco County Administrator
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
Email: pcadmin@pascoCountyfl.net

And Heather Wolff, Manager
Real Property & Planning
7220 Osteen Road
New Port Richey, FL 34653
727-847-8138, Ext. 3926 (office)
Email: hwolff@pascocountyfl.net

As to Buyer: Gail Hamilton, CRA Director
Zephyrhills Community Redevelopment Agency
5335 8th Street
Zephyrhills, Florida 33542
Tel: 813-780-0000 Ext. 3506
Email: ghamilton@ci.zephyrhills.fl.us

This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this agreement on the dates set forth below.

Attest:

ZEPHYRHILLS COMMUNITY
REDEVELOPMENT AGENCY

Lori L. Hillman, MMC, City Clerk

Lance A. Smith, Board Chairperson

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By: _____
Kathryn Starkey
Chairman
Date: _____

CLAIM OF LIEN



2015139037

**LIEN UPON REAL PROPERTY FOR SERVICES
(DEMOLITION)**

Owner: Clay Whitworth, Tod Whitworth, Randy Whitworth, and Kari Whitworth Surratt

KNOW ALL MEN BY THESE PRESENTS, that the City of Zephyrhills, a municipal corporation, pursuant to Chapter 95 of the Code of the City of Zephyrhills, Florida, does hereby claim and impose a lien, which shall be deemed prior in dignity to any other lien, for services rendered June 1, 2015 in the nature of: Demolition in the amount of \$14,375.00, together with any administrative costs and interest against and upon the following described real property, located and situated within the corporate city limits of the City of Zephyrhills, to-wit:

Physical Address: 5855 and 5901 11th Street - Zephyrhills, FL 33542-3717

Legal Description: 11-26-21-0010-02300-0030

Said property owned or in possession Clay Whitworth, Tod Whitworth, Randy Whitworth, and Kari Whitworth Surratt - 9901 Kingsmere Road - Dade City, FL 33525-0833.

This lien shall bear interest at the maximum rate permitted set forth in F.S. 55.03, plus court costs, if any, for collection, until final payment has been made.

This lien shall have equal rank and priority as ad valorem taxes, and as it represents costs expended for the benefit of the property itself, the lien shall be superior to all other encumbrances, whether secured and regardless of priority, and shall accrue interest at eight-(8) percent per annum as measured from the effective date of this document until satisfied.

Payment made to satisfy this special assessment lien shall be credited to the Pasco County Community Development Neighborhood Stabilization Program-2. Contact the Community Development Division, 5640 Main Street, Suite 200, New Port Richey, Florida 34652, for payoff information.

EXECUTED this 21st day of August, 2015.

Steven F. Spina

Steven F. Spina, City Manager

ATTEST

Linda D. Boan
Linda D. Boan, City Clerk

STATE OF FLORIDA
COUNTY OF PASCO

Rcpt: 1708966 Rec: 10.00
DS: 0.00 IT: 0.00
08/28/2015 E. M., Dpty Clerk

KNOWLEDGED before me this 21st day of August, 2015,
Signed Steven F. Spina who is personally known to me.

Notary Public

Commission Expires

Lori L. Hillman
NOTARY PUBLIC

Print, Type, or Stamp Name Lori L. Hillman

Record and Return to:
City Clerk's Office
5335 8th Street
Zephyrhills, FL 33542

R

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
08/28/2015 09:01am 1 of 1
OR BK **9248** PG **3784**

AGREEMENT FOR SALE AND PURCHASE
OF REAL PROPERTY

THIS AGREEMENT is by and between Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, and the City of Zephyrhills, Florida municipal corporation.

WHEREAS, the property located at 5855 and 5901 11th Street, Zephyrhills, FL 34542 (Parcel ID # 11-26-21-0010-02300-0030), within the jurisdictional boundaries of the City of Zephyrhills ("City"), and further described as:

Lot 4, less the north 20.0 feet thereof, and Lots 5 and 6, Block 23,
Plat of Town of Zephyrhills, according to the plat thereof as
recorded in Plat Book 1, Page 54, of the Public Records of Pasco
County, Florida,

("the Property") and

WHEREAS the Property escheated to Pasco County ("County") on July 28, 2020; and

WHEREAS, the Property is vacant land, situated on 0.22 acres MOL; and

WHEREAS, the County incurred expenses in the amount of \$14,375.00 to demolish a dilapidated structure on the Property, and thereafter placed a lien on the Property; and

WHEREAS, the City has asked the County to convey the Property to the City and has agreed to reimburse the County for the cost of demolition and 2% processing fee to Pasco County Facilities Management.

NOW, THEREFORE, IN CONSIDERATION of the premises and the terms hereof, the adequacy of which are hereby acknowledged by the County and the City, it is AGREED as follows:

1. The above recitals are incorporated herein by reference.
2. County agrees to convey the Property to the City by County Deed.
3. The City agrees to pay to the County the sum of Fourteen Thousand, six hundred sixty-two and 50/100 dollars (\$14,662.50).
4. The County will record a Satisfaction of the Lien recorded in Book 9248, Page 3784, of the Official Records of Pasco County, Florida
5. This contract shall be closed, and possession shall be transferred within thirty (30) days of both parties' approval and execution of this Agreement, unless extended by mutual agreement of the parties hereto.
6. The Property is being conveyed "AS IS," and the County makes no actual or implied warranties of condition, merchantability, or fitness for any general or specific use.
7. No documentary stamps are due on this transaction.
8. This Agreement embodies the complete and entire agreement between the parties

regarding this transaction. This Agreement may not be varied or modified except by written agreement of both Parties.

9. All notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and shall be hand delivered or sent by an overnight delivery service, or via electronic mail (provided notice is sent to all recipients listed). Notices shall be given to the following addresses:

As to Seller: Attn: Michael J. Carballa, P.E.
Interim Pasco County Administrator
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
Email: pcadmin@pascoCountyfl.net

And Heather Wolff, Manager
Real Property & Planning
7220 Osteen Road
New Port Richey, FL 34653
727-847-8138, Ext. 3926 (office)
Email: hwolff@pascocountyfl.net

As to Buyer: Attn: Gail Hamilton
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542
Tel: 8130380-0000 Ext. 3506
Email: ghamilton@ci.zephyrhills.fl.us

This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this agreement on the dates set forth below.

Attest:

CITY OF ZEPHYRHILLS

Lori L. Hillman, CMC, City Clerk

Jodi Wilkeson, City Council President

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

By: _____
Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

By: _____
Kathryn Starkey
Chairman
Date: _____

BUSINESS ITEMS 1.7

5th Avenue Signage Improvement Project

Issue:

The CRA Board of Commissioners approve the selection of Brandon Industries to provide and install new signage on 5th Avenue from 7th to 12th Street.

Background:

CRA consultant Kimley-Horn created a plan to update 5th Avenue which included new landscape materials, new landscape pots, removal of the half-circle seating and installation of black benches. The next phase is the replacement of the mismatched sign poles with new black fluted aluminum poles, new street signs with black frames, including all traffic signage on 5th Avenue. A total of 92 poles, 142 signs, and frames, the project also includes the removal of the old signs and installation of the new signs. The lowest bid was from Brandon Industries at \$98,919.04, the second bid was submitted by Forsite Signs and Amenities at \$111,590 and did not include the removal and installation of new signage. All poles and signs will meet or exceed DOT regulations.

Attachment(s):

1. FLZEPHYRHILLS - 5TH AVE SIGNAGE - QUOTE #1012563 V3 Install (6)
2. City of Zephyrhills - 5th Ave Sign Project (2)
3. City of Zephyrhills_5th Avenue_Signing Plans_12_01_2021

Fiscal Impact:

Funding for the 5th Avenue Signage Improvement Project is provided as part of the CRA's 2021/2022 approved budget.

Staff Recommendation:

The CRA Board of Commissioners approve Brandon Industries' bid of \$98,919.04 for the 5th Avenue Improvement Project.

Brandon Industries, Inc.

PO Box 2230
McKinney, TX 75070
(972) 542-3000

Quote**Order Number:** 1012563**Order Date:** 7/22/2022**Salesperson:** Tristin Kosco**Customer Number:** FLZEPHYRHILLS**Sold To:**

City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Confirm To: Gail Hamilton**Ship To:**

City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Customer P.O.	Ship VIA	F.O.B.	Terms		
5th Ave Street Signage	BEST WAY		Due Upon Receipt		
Item Code		Ordered		Price	Amount
SPF3X12 BK		92.00		192.00	17,664.00
FLUTED Aluminum Pole 6005-T6 3"OD x 12' 0" Black					
SB-83 BK		92.00		170.00	15,640.00
Die Cast Two Piece Base with adaptor for 3"OD pole Black					
AD3OD BK		92.00	COMPONENT		
Tenon for SB-80 to fit 3"OD Pole Black					
SB-80 BK		92.00	COMPONENT		
Slip Over Base to fit 3,4 & 5" OD poles Black					
FIN-B3 BK		92.00		35.00	3,220.00
Ball Finial for 3"OD Round Pole Black					
P3 BREAKWAY KIT		92.00		118.00	10,856.00
Mounts to 3"OD Poles					
*****Please prepare breakaway posts before shipping*****					
PRF CORNER BOLT		92.00	COMPONENT		
Corner Bolt for Perf Pole Breakaway Assembly					
PRFPOL 2.0X36		92.00	COMPONENT		
Perforated Square Pole for Breakaway System 36" Long					
PRFPOL 2.25X36		92.00	COMPONENT		
Perforated Square Pole for Breakaway System 36" Long					
PRFPOL 2.5X18		92.00	COMPONENT		
Perforated Square Pole for Breakaway System 18" Long					
SSA-02 BK		26.00		107.00	2,782.00
Street Sign Arm w/ "S" Scroll for flat or extruded blades Black					
HI 0636DS		26.00		76.00	1,976.00
Two-Sided Street Sign 6"x36" HIP vinyl					
TSTOP30 BK		16.00		137.00	2,192.00
Decorative Sign Trim for 30" Stop Sign Black					
HI R1-1/30 BK		16.00		116.00	1,856.00
30" STOP Sign HIP vinyl Black Back					
SIGN3030D BK		4.00		162.00	648.00
30" Diamond Sign w/ Black Back (W11-2) (HI)					
Pedestrian Facing Right					

Continued

Brandon Industries, Inc.

PO Box 2230
McKinney, TX 75070
(972) 542-3000

Quote**Order Number:** 1012563**Order Date:** 7/22/2022**Salesperson:** Tristin Kosco**Customer Number:** FLZEPHYRHILLS**Sold To:**

City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Confirm To: Gail Hamilton**Ship To:**

City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Customer P.O.	Ship VIA	F.O.B.	Terms
5th Ave Street Signage	BEST WAY		Due Upon Receipt
Item Code	Ordered	Price	Amount
SIGN3030D BK	21.00	162.00	3,402.00
30" Diamond Sign w/ Black Back (W11-2) (HI)			
Pedestrian Facing Left			
SIGN3030S BK	2.00	162.00	324.00
30" Square Sign w/ Black Back (R5-1) (HI)			
TS3030 BK	27.00	171.00	4,617.00
Decorative Sign Trim for 30" x 30" Traffic Sign Black			
SIGN2412 BK	4.00	84.00	336.00
24" x 12" Sign w/ Black Back (W16-7P) (HI)			
ARROW POINTING RIGHT			
SIGN2412 BK	16.00	84.00	1,344.00
24" x 12" Sign w/ Black Back (W16-7PL) (HI)			
ARROW POINTING LEFT			
SIGN2412 BK	5.00	84.00	420.00
24" x 12" Sign w/ Black Back (W16-9P) (HI)			
SIGN2412 BK	1.00	84.00	84.00
24" x 12" Sign w/ Black Back (M6-1) (HI)			
SIGN1218 BK	18.00	62.00	1,116.00
12" x 18" Sign w/ Black Back (CUSTOM - NO WHEELED RECREATION)			
(HI)			
SIGN2412 BK	3.00	84.00	252.00
24" x 12" Sign w/ Black Back (3-WAY) (HI)			
SIGN1218 BK	4.00	62.00	248.00
12" x 18" Sign w/ Black Back (R7-5) (HI)			
SIGN1218 BK	1.00	62.00	62.00
12" x 18" Sign w/ Black Back (CUSTOM - PARK HOURS 6A - 10P) (HI)			
SIGN1218 BK	1.00	62.00	62.00
12" x 18" Sign w/ Black Back (CUSTOM - CHAMBER PARKING ONLY)			
(HI)			
TS2412 BK	29.00	114.00	3,306.00
Decorative Sign Trim for 24" x 12" Traffic Sign Black			
SIGN3024 BK	1.00	131.00	131.00
30" x 24" Sign w/ Black Back (R5-1A) (HI)			
HI R2-1-_/24 BK	3.00	131.00	393.00
"SPEED LIMIT (30) MPH" HIP vinyl 24" x 30" Black Back			

Continued

Brandon Industries, Inc.

PO Box 2230
McKinney, TX 75070
(972) 542-3000

Quote**Order Number:** 1012563**Order Date:** 7/22/2022**Salesperson:** Tristin Kosco**Customer Number:** FLZEPHYRHILLS**Sold To:**

City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Confirm To: Gail Hamilton**Ship To:**

City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Customer P.O.	Ship VIA	F.O.B.	Terms
5th Ave Street Signage	BEST WAY		Due Upon Receipt
Item Code	Ordered	Price	Amount
SIGN2430 BK	12.00	131.00	1,572.00
24" x 30" Sign w/ Black Back (R4-7) (HI)			
HI R2-1-_/24 BK	5.00	131.00	655.00
"SPEED LIMIT (20) MPH" HIP vinyl 24" x 30" Black Back			
TS2430 BK	21.00	148.00	3,108.00
Decorative Sign Trim for 24" x 30" Traffic Sign Black			
SIGN2424S BK	6.00	108.00	648.00
24"Square Sign w/ Black Back (R3-4) (HI)			
SIGN2424S BK	1.00	108.00	108.00
24"Square Sign w/ Black Back (R3-18) (HI)			
SIGN2424S BK	2.00	108.00	216.00
24"Square Sign w/ Black Back (D9-6) (HI)			
SIGN2424S BK	2.00	108.00	216.00
24"Square Sign w/ Black Back (RS-031) (HI)			
SIGN2424S BK	1.00	108.00	108.00
24"Square Sign w/ Black Back (D9-2) (HI)			
TS2424 BK	12.00	148.00	1,776.00
Decorative Sign Trim for 24" x 24" Traffic Sign Black			
SIGN3612 BK	8.00	105.00	840.00
36" x 12" Sign w/ Black Back (R6-1) (HI)			
6 POINTING RIGHT - 2 POINTING LEFT			
TS3612 BK	8.00	148.00	1,184.00
Decorative Sign Trim for 36" x 12" Traffic Sign Black			
SIGN3036 BK	2.00	179.00	358.00
30" x 36" Sign w/ Black Back (R3-5) (HI)			
SIGN3036 BK	1.00	179.00	179.00
30" x 36" Sign w/ Black Back (CUSTOM - CITY HALL/CITY LIBRARY - ARROW POINT RIGHT) (HI)			
SIGN3036 BK	1.00	179.00	179.00
30" x 36" Sign w/ Black Back (CUSTOM - CITY HALL/CITY LIBRARY ARROW POINT LEFT) (HI)			
SIGN3036 BK	1.00	179.00	179.00
30" x 36" Sign w/ Black Back (CUSTOM - PARK AND SHOP ARROW LEFT) (HI)			

Continued

Brandon Industries, Inc.

PO Box 2230
McKinney, TX 75070
(972) 542-3000

Quote**Order Number:** 1012563**Order Date:** 7/22/2022**Salesperson:** Tristin Kosco**Customer Number:** FLZEPHYRHILLS**Sold To:**

City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Confirm To: Gail Hamilton**Ship To:**

City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Customer P.O.	Ship VIA	F.O.B.	Terms
5th Ave Street Signage	BEST WAY		Due Upon Receipt
Item Code	Ordered	Price	Amount
SIGN3036 BK	1.00	179.00	179.00
30" x 36" Sign w/ Black Back (CUSTOM - PARK AND SHOP ARROW RIGHT) (HI)			
SIGN3036 BK	1.00	179.00	179.00
30" x 36" Sign w/ Black Back (CUSTOM - ZEPHYRHILLS HISTORIC DISTRICT) (HI)			
TS3036 BK	7.00	182.00	1,274.00
Decorative Sign Trim for 30" x 36" Traffic Sign Black			
SIGN3636D BK	2.00	200.00	400.00
36" Diamond Sign w/ Black Back (W3-5 (SPEED LIMIT 20)) (HI)			
TS3636 BK	2.00	192.00	384.00
Decorative Sign Trim for 36" x 36" Traffic Sign Black			
SIGN1218 BK	7.00	62.00	434.00
12" x 18" Sign w/ Black Back (CUSTOM - RECLAIMED WATER) (HI)			
SIGN1218 BK	1.00	62.00	62.00
12" x 18" Sign w/ Black Back (CUSTOM - PET WASTE) (HI)			
TS1218 BK	32.00	86.00	2,752.00
Decorative Sign Trim for 12" x 18" Traffic Sign Black			
SIGN1824 BK	1.00	93.00	93.00
18" x 24" Sign w/ Black Back (CUSTOM - MAIN STREET OFFICE ARROW RIGHT) (HI)			
TS1824 BK	1.00	114.00	114.00
Decorative Sign Trim for 18" x 24" Traffic Sign Black			
/INSTALL FL			10,000.00
Installation Labor Florida			

Freight amount shown is only valid for 2 weeks from original quote date.

Net Order:	100,128.00
Less Discount:	6,308.96
Freight:	5,100.00
Sales Tax:	0.00
Order Total:	98,919.04

City of Zephyrhills

5th Ave Street Sign Project

Forsite signs and mailboxes would like to thank you for the opportunity to place a bid for the 5th avenue street sign project. We look forward to working with you and the city of Zephyrhills to provide decorative street signs for the community.

Forsite is the preferred distributor for Special Lite Products whose product was spec'd for this project. All of the components that are included in the pricing, match the specifications needed. I look forward to answering any questions or concerns you may have for this project. Please do not hesitate to reach out for a more in-depth conversation around the sign components or any questions pertaining to the pricing below.

All regulatory signs: \$23,138

Full sign assembly components: \$88,455

(this includes break away post, toppers, bases, sign frames, brackets, banner arms, and street name sign blades)

TOTAL: \$111,590 *

Please keep in mind that the pricing above is not a final number. This number may fluctuate depending on the final components needed per sign assembly. Once a final take off is completed and each sign assembly is broken down individually, we will be able to provide a final total.

Forsite does offer installation services (not included in the total above). In order to provide an accurate quote for installation, we would need to make a site visit to evaluate the work needed to complete this project. I know that the installation portion is still up in the air, however I would be more than happy to discuss installation options with you. We would need a break down of total signs being

removed vs how many are being installed. Once we have a final number of total post being removed and discuss the haul away portion, I will be able to provide you with an installation cost.

Outlined below are the components that are quoted.

- Post: MP-414 (14' fluted post)
- VR3 breakaway anchors
- TSB2 ball topper
- WRB8 base
- TSB1 sign brackets
- TSB201 – 6X30 sign banner arms
- Sign Frames (please note these are different than sign trims or back plates)
- 6 X 30 Street name blades
- All regulatory signs

We do manufacture a smooth breakaway post that is approved by the US Department of Transportation Federal Highway Association that would potentially be a cost saver if you choose to move to a smooth post. I am more than happy to discuss this option along with other component options that could potentially lower cost if needed.

Thank you again for this opportunity. I look forward to speaking with you further about this project.

I can be reached at JOEF@FORSITE.US or (813)245-1974.

CITY OF ZEPHYRHILLS

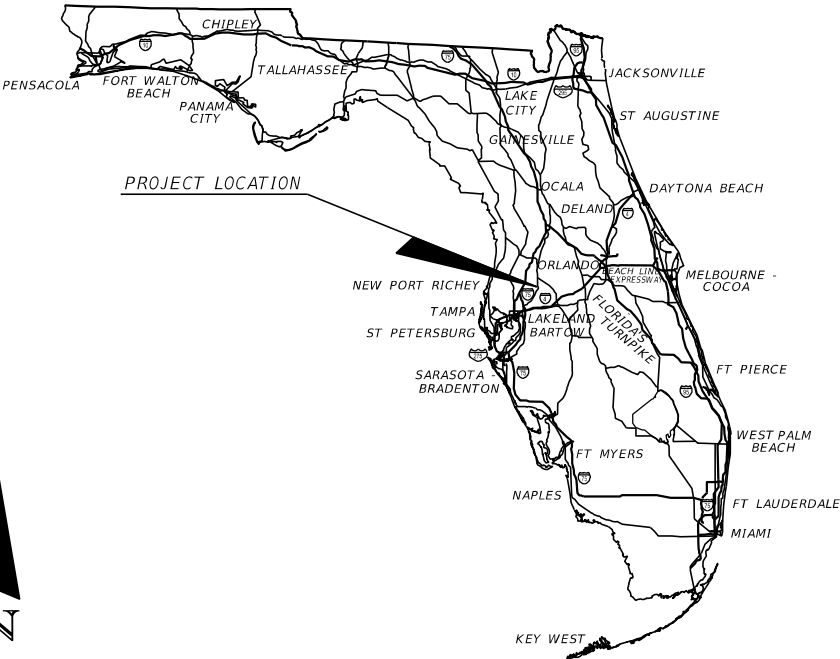
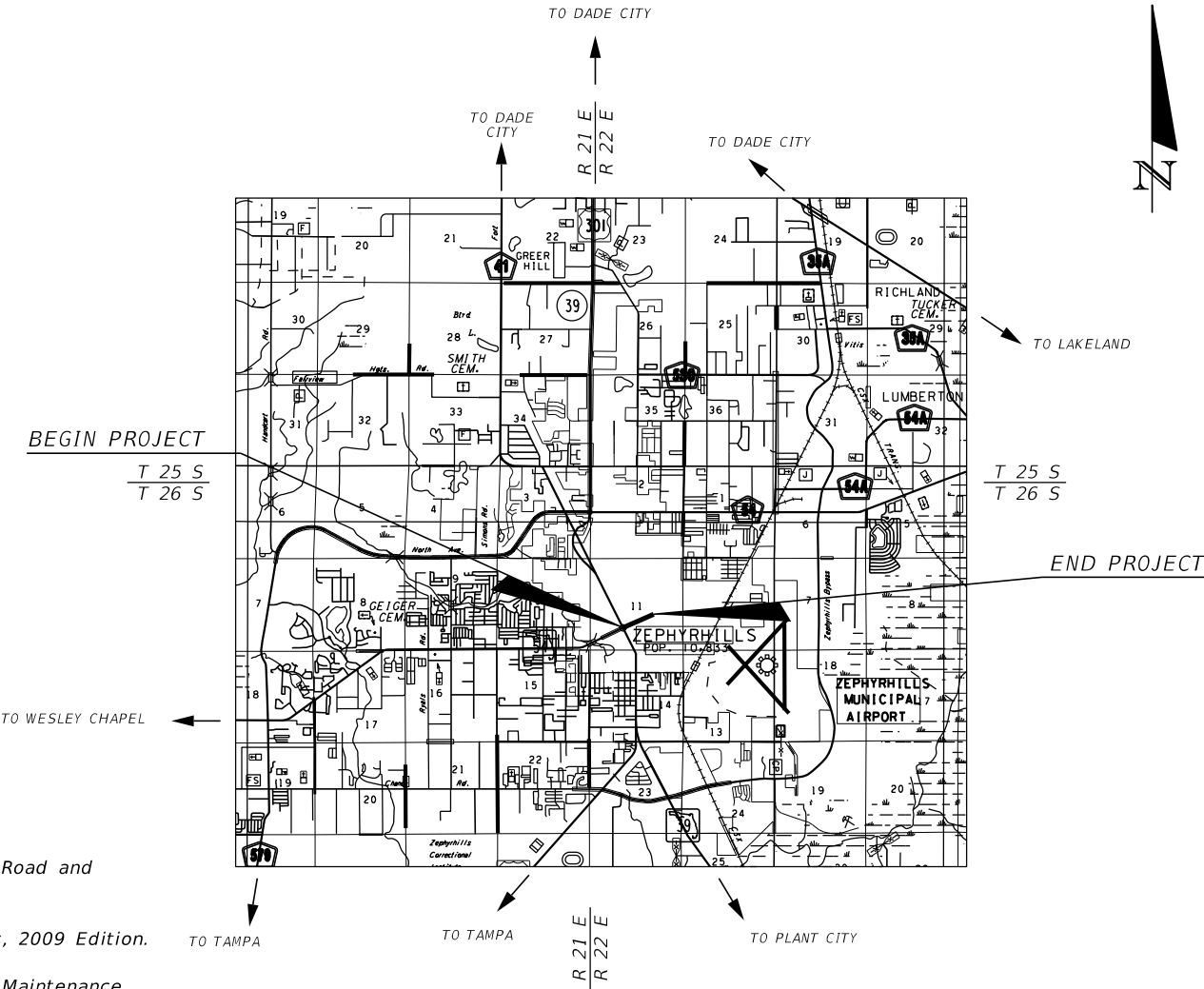
CONTRACT PLANS FOR 5TH AVENUE SIGNING IMPROVEMENTS FROM 7TH STREET TO 12TH/16TH STREET PASCO COUNTY

CONTRACT PLANS COMPONENTS

SIGNING AND PAVEMENT MARKING PLANS

INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3 - 6	SIGNING AND PAVEMENT MARKING PLAN SHEETS



TOWN COUNCIL

MAYOR
GENE WHITFIELD

COUNCIL PRESIDENT
W. ALAN KNIGHT

COUNCIL VICE PRESIDENT
JODI WILKESON

COUNCILMAN
KENNETH BURGESS

COUNCILMAN
LANCE A. SMITH

COUNCILMAN
CHARLES E. PROCTOR

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 Edition.

Manual on Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, 2016 Edition.

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: 711-001

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2021 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

PREPARED FOR
CITY OF ZEPHYRHILLS
BY

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
1777 MAIN STREET, SUITE 200
SARASOTA, FLORIDA 34236

FISCAL YEAR	SHEET NO.
21	1

PROPOSED SIGN PANELS LEGEND



STOP SIGN (R1-1)
30"X30"
(16 EA)



PEDESTRIAN (W11-2)
30"X30"
(4 EA)



PEDESTRIAN (W11-2)
30"X30"
(21 EA)



DOWNWARD DIAGONAL ARROW (W16-7P)
24"X12"
(4 EA)



DOWNWARD DIAGONAL ARROW (W16-7P)
24"X12"
(16 EA)



AHEAD (PLAQUE) (W16-9P)
24"X12"
(5 EA)



WRONG WAY (R5-1A)
30"X24"
(1 EA)



MOVEMENT PROHIBITION (R3-4)
24"X24"
(6 EA)



MOVEMENT PROHIBITION (R3-18)
24"X24"
(1 EA)



SPEED LIMIT (R2-1)
24"X30"
(3 EA)



KEEP RIGHT (R4-7)
24"X30"
(12 EA)



OBJECT MARKER (OM1-1)
18"X18"
(12 EA)



STREET NAME (D3-1)
36"X6" DUAL-SIDED
(13 EA)



STREET NAME (D3-1)
36"X6" DUAL-SIDED
(2 EA)



STREET NAME (D3-1)
36"X6" DUAL-SIDED
(2 EA)



STREET NAME (D3-1)
36"X6" DUAL-SIDED
(2 EA)



STREET NAME (D3-1)
36"X6" DUAL-SIDED
(2 EA)



STREET NAME (D3-1)
36"X6" DUAL-SIDED
(2 EA)



STREET NAME (D3-1)
36"X6" DUAL-SIDED
(1 EA)



STREET NAME (D3-1)
36"X6" DUAL-SIDED
(2 EA)



ONE WAY (R6-1)
36"X12"
(8 EA)



SPEED LIMIT (R2-1)
24"X30"
(5 EA)



MANDATORY MOVEMENT
LANE CONTROL (R3-5)
30"X36"
(2 EA)



DO NOT ENTER (R5-1)
30"X30"
(2 EA)



HANDICAPPED (D9-6)
24"X24"
(2 EA)



BUS STOP (RS-031)
24"X24"
(2 EA)



HOSPITAL (D9-2)
24"X24"
(1 EA)



DIRECTIONAL ARROW (M6-1)
24"X12"
(1 EA)



NO WHEELED RECREATION (CUSTOM)
12"X24"
(18 EA)



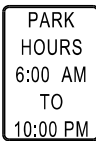
3-WAY (CUSTOM)
24"X12"
(3 EA)



REDUCED SPEED
LIMIT AHEAD (W3-5)
36"X36"
(2 EA)



PARKING RESTRICTIONS (R7-5)
12"X24"
(4 EA)



PARK HOURS (CUSTOM)
12"X24"
(1 EA)



CHAMBER PARKING ONLY (CUSTOM)
12"X24"
(1 EA)



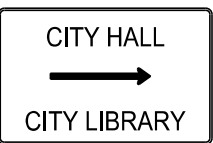
RELCAIMED WATER
ZEPHYRHILLS (CUSTOM)
8"X12"
(7 EA)



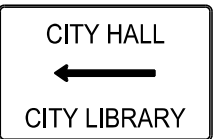
PET WASTE (CUSTOM)
8"X12"
(1 EA)



HONORARY DRIVE (CUSTOM)
36"X6" DUAL-SIDED
(1 EA)



CITY HALL/CITY LIBRARY (CUSTOM)
36"X30"
(1 EA)



CITY HALL/CITY LIBRARY (CUSTOM)
36"X30"
(1 EA)



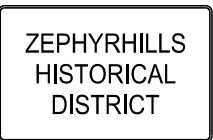
PARK AND SHOP (CUSTOM)
36"X30"
(1 EA)



PARK AND SHOP (CUSTOM)
36"X30"
(1 EA)



MAIN STREET OFFICE (CUSTOM)
18"X24"
(1 EA)

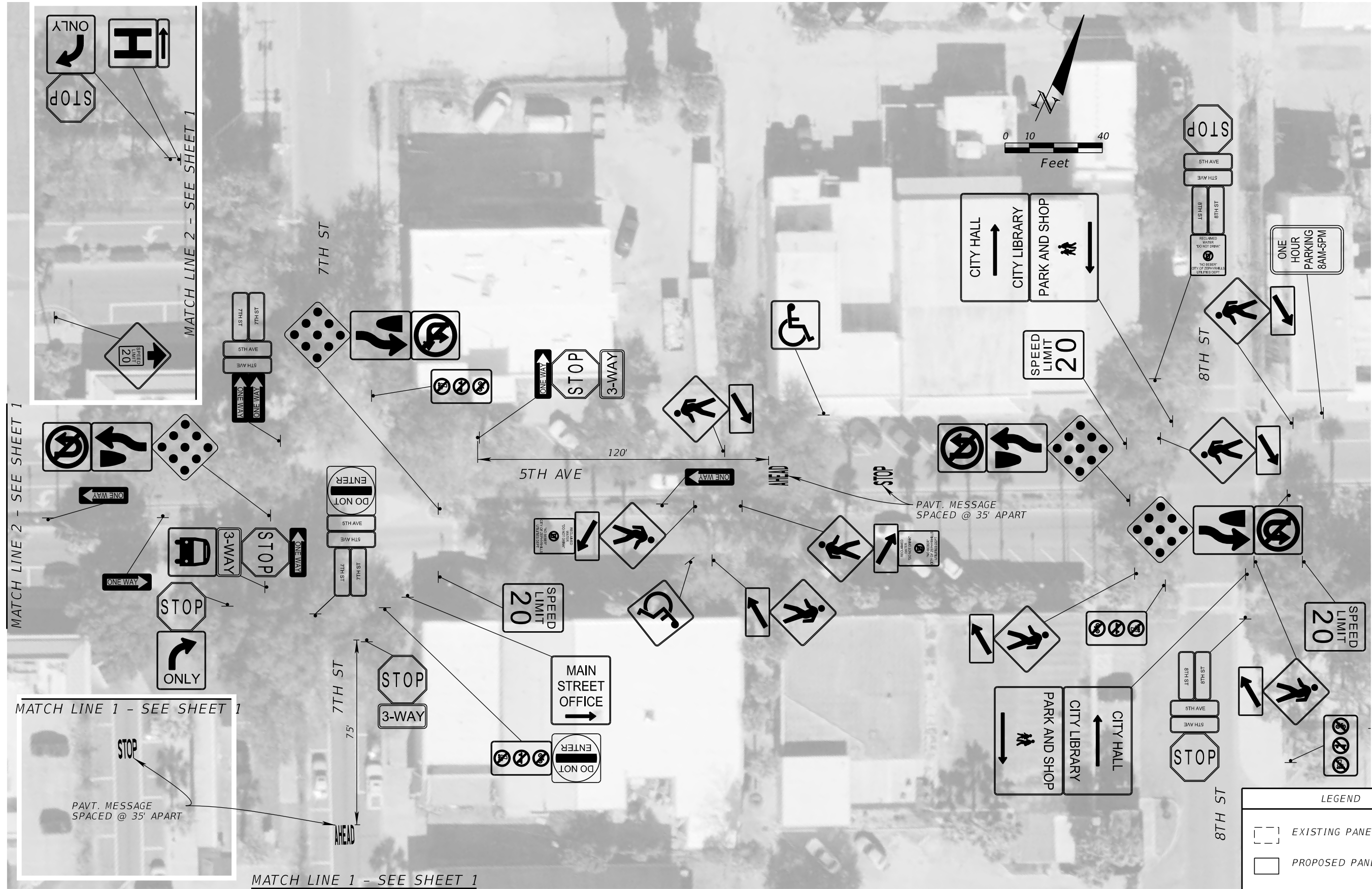


ZEPHYRHILLS HISTORICAL DISTRICT (CUSTOM)
36"X30"
(1 EA)

SIGNING AND PAVEMENT MARKING GENERAL NOTES:

- UTILIZE FDOT STANDARD PLAN INDEX 102-600, 102-602, 102-604, 102-625, AND 102-660 AS NECESSARY FOR TEMPORARY TRAFFIC CONTROL OPERATIONS.
- REMOVE ALL EXISTING SIGN POST ASSEMBLIES AND COORDINATE DISPOSAL WITH THE CITY OF ZEPHYRHILLS.
- INSTALL SIGN PANELS IN ACCORDANCE WITH ORIENTATION AS DEPICTED IN PLANS.
- ENSURE OBJECT MARKERS ARE MOUNTED AT A MINIMUM OF 4' ABOVE THE GROUND AND ALL OTHER SIGNS ARE AT LEAST 7' ABOVE THE GROUND (MEASURED FROM BOTTOM OF SIGN). MINIMUM SIGN CLEARANCE (MEASURED FROM BOTTOM OF SIGN TO TOP OF GROUND) MAY BE REDUCED TO 5' AS APPLICABLE.
- PROPOSED SIGN PANELS ARE REFERENCED FROM THE MUTCD (2009 EDITION) AND ARE SIZED ACCORDING TO MANUFACTURER STANDARD SIGN DIMENSIONS.
- REFURBISH EXISTING CROSS WALK 12" WHITE PAINT WITH NEW 12" WHITE THERMOPLASTIC.
- SIGNS IN PLAN SHEETS ARE NOT TO SCALE AND FOR REFERENCE ONLY. USE THIS SHEET FOR ALL SIGNING DIMENSIONS.

REVISIONS					CITY OF ZEPHYRHILLS			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	WORK ORDER NO.		
					5TH AVE	PASCO			



LEGEND	
	EXISTING PANEL
	PROPOSED PANEL
	DECORATIVE POLE

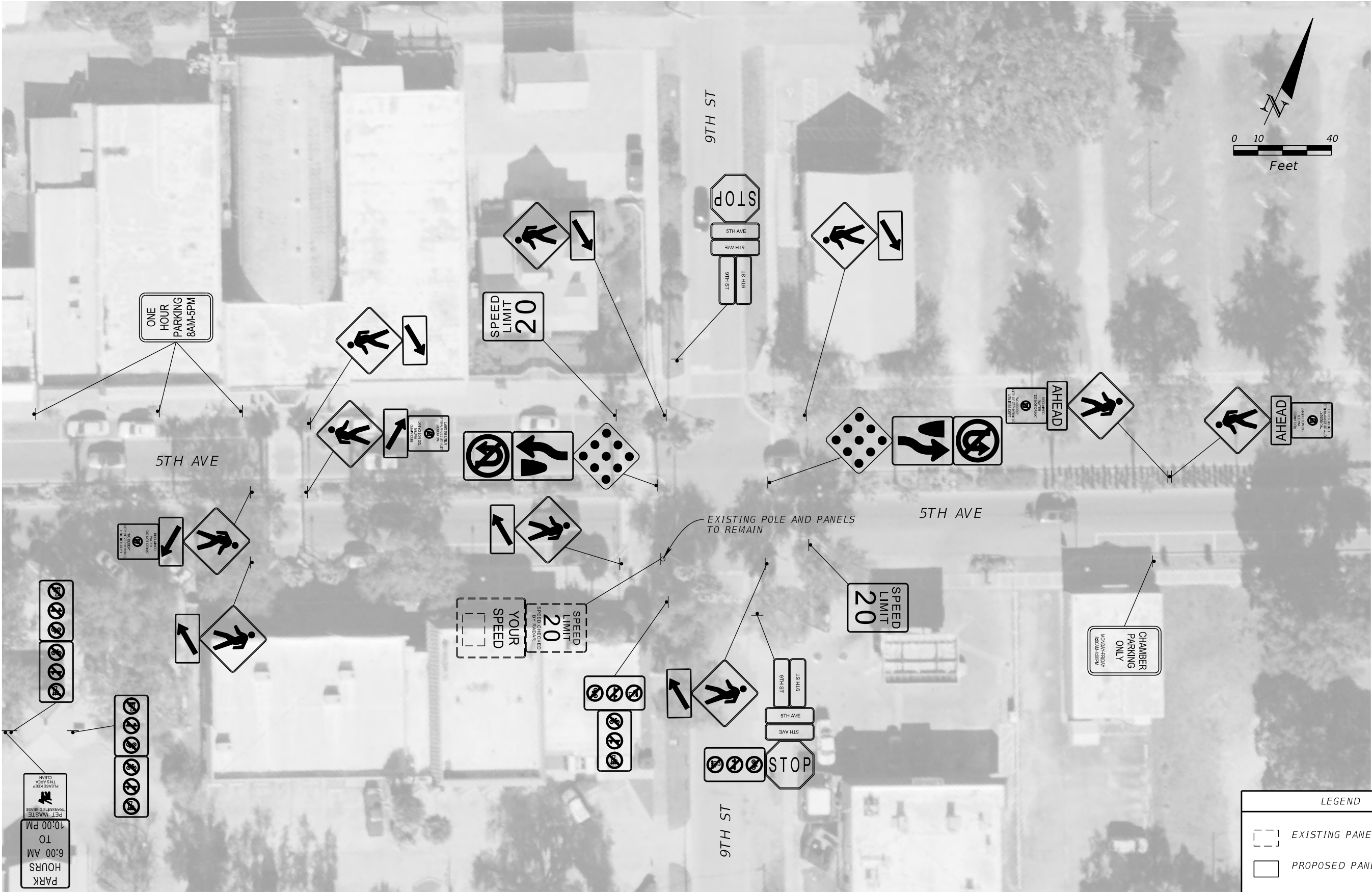
REVISIONS				CITY OF ZEPHYRHILLS			SIGNING AND PAVEMENT MARKING PLAN SHEET (1)	SHEET NO. 3 Page 42 of 144
DATE	DESCRIPTION	DATE	DESCRIPTION					

ROAD NO.
5TH AVE

COUNTY
PASCO

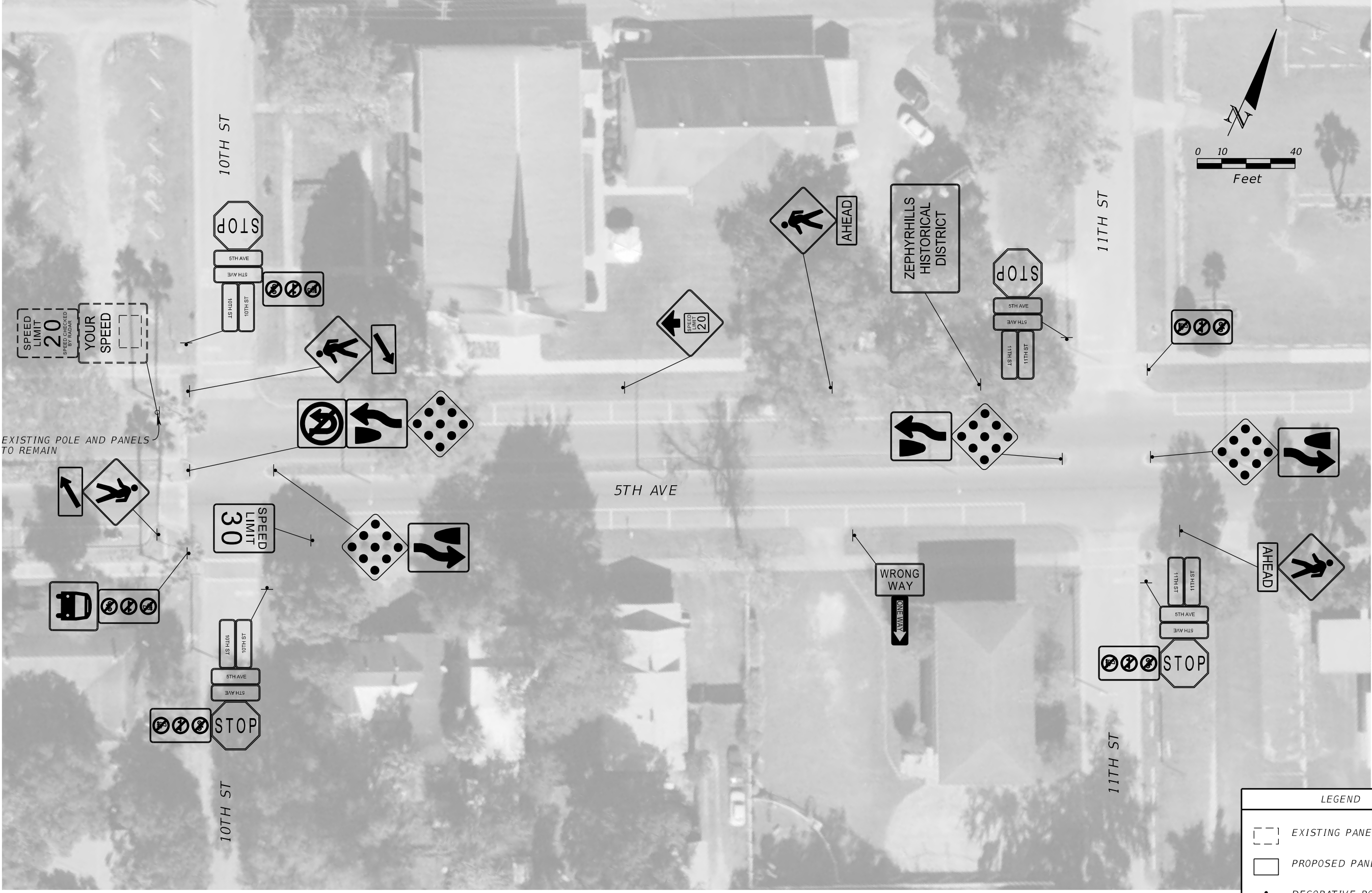
WORK ORDER NO.

Jacob.Rehm12/1/20216:22:11 PMK:\SAR_Roadway\148110006 - Zephyrhills Signing\148110006\signing\PLANSPO1.dgn



LEGEND	
	EXISTING PANEL
	PROPOSED PANEL
	DECORATIVE POLE

REVISIONS					CITY OF ZEPHYRHILLS		SIGNING AND PAVEMENT MARKING PLAN SHEET (2)	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		WORK ORDER NO.	4 Page 43 of 144
					5TH AVE	PASCO			



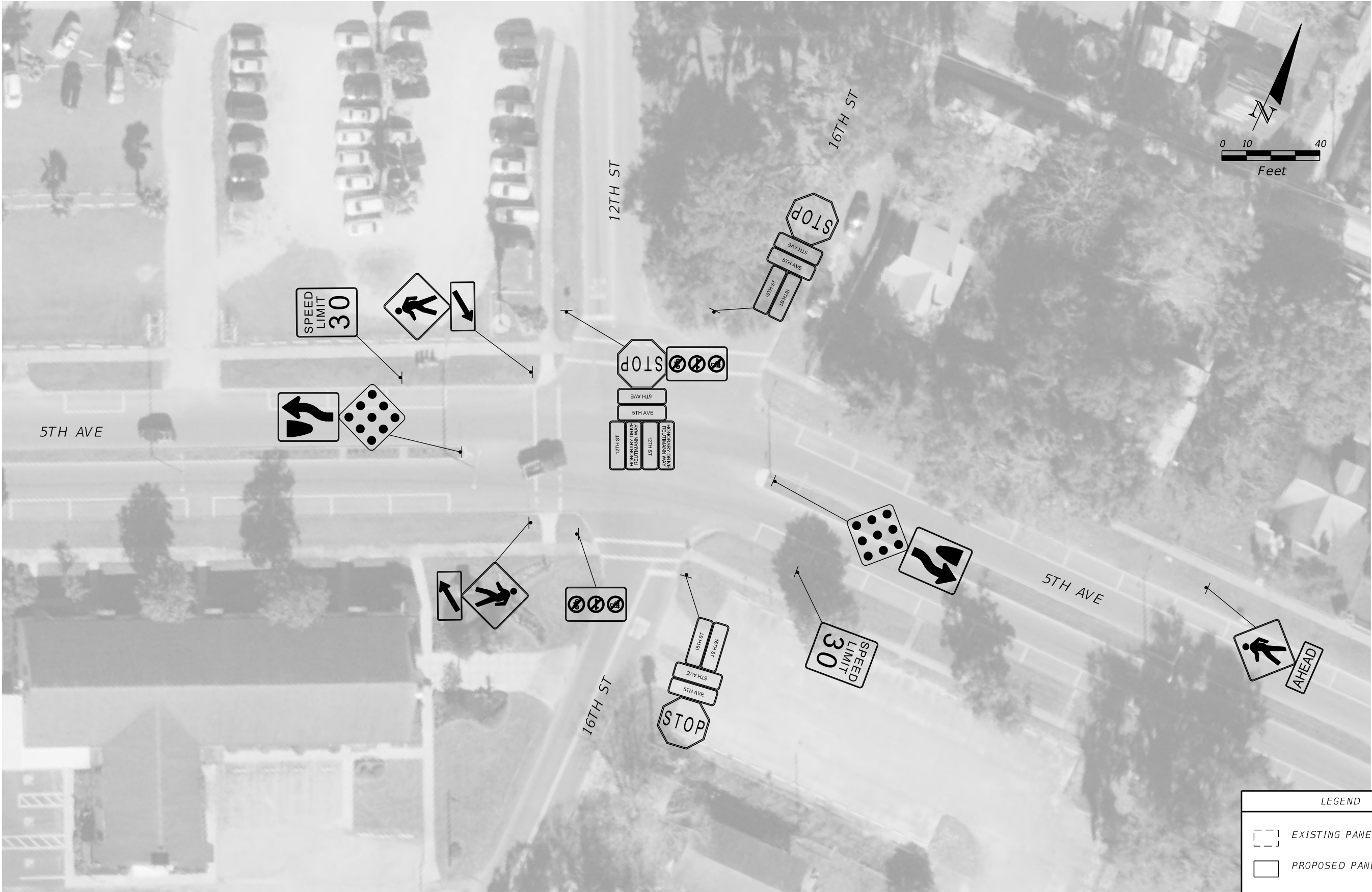
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

--

CITY OF ZEPHYRHILLS		
ROAD NO.	COUNTY	WORK ORDER NO.
5TH AVE	PASCO	

SIGNING AND PAVEMENT MARKING PLAN SHEET (3)	SHEET NO.
	5

Page 44 of 144



LEGEND	
	EXISTING PANEL
	PROPOSED PANEL
	DECORATIVE POLE

REVISIONS					CITY OF ZEPHYRHILLS		SIGNING AND PAVEMENT MARKING PLAN SHEET (4)	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION						
					ROAD NO.	COUNTY		WORK ORDER NO.	6
					5TH AVE	PASCO			Page 45 of 144

BUSINESS ITEMS 1.8

Little but Loud - The Backyard Park Construction Management Services Ranking and Contract Negotiations

Issue:

The CRA Board of Commissioners approve ranking selection in response to RFQ 35-22-04 Construction Management Services - The Backyard.

Background:

On August 7, 2022, the City distributed Request for Qualification # 35-22-04 for Construction Management Services - The Backyard. The solicitation was distributed through Tampa Bay Times and BidNet Direct online. BidNet had twenty-five (25) firms download the solicitation. On September 9, 2022, the City received two (2) responses:

1. The A.D. Morgan Corporation 283
2. CPWG LLC 271

The Evaluation Committee: CRA Director Gail Hamilton, Public Works Director Shane LeBlanc, and Building Official Bill Burgess, agreed to forgo the interview process based on the ranking of the written responses. Both companies have extensive construction knowledge, but the Committee ranked The A.D. Morgan Corporation first due to experience with other City projects, City Hall and the City Library.

The Purchasing Department reviewed and approved responses.

Attachment(s):

1. Exh A_352204 CMS The Backyard
2. Exh B_Response_The A.D. Morgan Corporation
3. Backyard CMS Ranking

Fiscal Impact:

The Backyard Project is budgeted within the CRA's 2021/2022 approved Budget and in the upcoming 2022/2023 budget.

Staff Recommendation:

The CRA Board of Commissioners approve the ranking results and approve staff to start negotiation with the top ranked firm, The A.D. Morgan Corporation,

AGENCY:				Request for Qualifications 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	
35-22-04	08-07-2022	CMS for The Backyard		Friday - September 9, 2022 - 11:00 AM	
PRE-CONFERENCE ☒ Strongly Recommended ☐ None DATE: August 15, 2022 - Monday TIME: 10:00 AM Located: City Hall, 5335 8th Street, Zephyrhills, FL-2nd Floor Conference Room TeleConf: https://meet.goto.com/303392285 Ph: 1-312-757-3121 Access: 303392285				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Online Responses will be opened after Deadline A list of companies who responded will be posted	
SITE VISIT: None Scheduled.					
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS:				If returning as a "NO" state reason:	
TELPHONE NUMBER:					
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: _____				AFFIX NOTARY STAMP BELOW	
_____ Notary Signature					
_____ My commission expires: _____					
_____ State					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

TABLE OF CONTENTS

	Page
RFP Response Form	3
Section 1.0 Introduction and Requirements	4 - 10
Section 2.0 Scope of Work	11- 14
The Backyard Location	15
Section 3.0 Evaluation Criteria & Ranking Process	18- 19
Section 4.0 Package Criteria	20
Section 5.0 Package Submittal	21- 23
Section 6.0 Additional Conditions	24
Section 7.0 Forms	25- 39

**City of Zephyrhills
RFQ Response Form**

PROJECT IDENTIFICATION NUMBER: 35-22-04

PROJECT NAME: Construction Management Services – The Backyard

RFP DEADLINE: September 9, 2022 before 11:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualification is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- | | |
|--|--|
| ☐ Cover Page, Pg 1 | ☐ RFQ Response Form, Pg 3 |
| ☐ CMS Applicant Sheet, Pg 25 | ☐ RFQ Table of Contents, Pg 26 |
| ☐ SubConsultant/Contractor, Pg 28 | ☐ References, Pg 29 |
| ☐ Public Entity Crimes, Pg 32 | ☐ Error & Omissions, Pg 37 |
| ☐ Addenda Receipt Acknowledgement, Pg 34 | ☐ Debarment, Pg 38 |
| ☐ E-Verify, Pg 36 | ☐ RFQ Acceptance, Pg 39 |
| ☐ References-Pg 29 | ☐ Business Tax Receipt and Licenses, etc |
| ☐ Non Collusive, Pg 35 | |

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ **FAX** _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ **Date** _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1 Invitation: The City of Zephyrhills (the “City”), invites responses (“Responses”) which offer to provide the services described in **Section 2.0: “Scope of Services.”**

1.2 Agreement Terms and Conditions: The Firm(s) selected to provide the service(s) requested herein (the “Successful Firm(s)”) shall be required to execute an Agreement with the City. In the event that the firm to whom the contract is awarded does not execute a contract within thirty (30) days after such award, the City of Zephyrhills may give notice to such firm of intent to award the contract to the next ranked firm, or to call for new submittals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFQ by the awarded firm will be cause for termination of the “Construction Management Services Agreement”.

1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Firms may e-mail their requests for additional information or clarifications in accordance with Article 1.4 Cone of Silence. Any request for additional information or clarification must be received in writing **no later than Friday, September 2, 2022 by 11:00 AM.**

The City will issue responses to inquiries will be provided through BidNet Direct and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Firms should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Firm’s responsibility to assure receipt of all addenda. The Firm shall acknowledge receipt of all addenda on the Addenda form included in the package.

1.4 Award of Agreement: An Agreement may be awarded to the Successful Firm(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Firm(s) that is determined to be in the City’s best interest.

1.5 Agreement Execution: By submitting a Response, the Firm(s) agree to be bound to and execute the Agreement for: **Construction Management Services-The Backyard.** Without diminishing the foregoing, the Firm may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City’s consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

- 1.6 Response Package: Careful attention must be given to all requested items contained in this RFQ. Firms are invited to submit Responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Firms shall make the necessary entry in all blanks and forms provided for the Response.
- 1.6.1 Each response that is submitted for evaluation must meet the requirements specified in the RFQ.
- 1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
- 1.6.3 Any submittal found unacceptable will not be considered for selection for this project.
- 1.7 Changes/Alterations: Firms may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made through BidNet Direct prior to the deadline. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.
- 1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFQ Section 1.3. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.
- 1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Firm. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualification.
- 1.10 Reject Responses: The City of Zephyrhills, Florida reserves the right to reject any or all responses, waive informalities, request additional information and to negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.
- 1.11 Firm's Expenditures: Firms understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFQ are exclusively at the expense of the Firms. The City shall not pay or reimburse any expenditure or any other expense incurred by any Firm in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Firm(s) if an Agreement is awarded.
- 1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed there under. Conduct no activity or provide any service that is unlawful or offensive.
- 1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

1.14 Indemnification and Insurance Requirements

Indemnity: The firm shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of firm, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. The Firm recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the firm of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

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

1.15 Termination (Cause and/or Convenience)

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- c. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the firm'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 firm for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become business prior to receipt of the notice of intent to terminate.

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

1.16 RFQ TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Time Table	Date / Time
Distribution / Advertised	Sunday – 8/7/22
Pre/TeleConference	Monday-8/15/22 – 10 am
Questions Deadline	Friday—9/2/22 – 11 am
RFP Deadline	Friday—9/9/22 – 11 am
Review Responses	Weds—9/14/22
Interviews - TBS	To Be Determined
Presented to City Council	Monday—9/26/22 – 6 pm
Receipt of Fees by Short List	Tuesday—9/27/22

- 1.17 RFQ Availability: RFQ documents, plans, addendums can be viewed and downloaded from BidNet Direct www.bidnetdirect.com. Registration is FREE. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills prior to any work with the City. Should you have questions concerning this site, Customer Service number is 800-835-4603 to provide assistance.

- 1.18 Response Submission: One electronic response package shall be uploaded on BidNet Direct www.bidnetdirect.com, prior to the Opening time of **Friday, September 9, 2022 11:00 a.m.** Responses shall not be more than **50 pages** total while still meeting package requirements. City required forms are not part of the page count.

The upload to BidNet Direct in response to the City of Zephyrhills RFQ prior to the specified date and time is solely and strictly the responsibility of the responding business. The City shall not, under any circumstances, be responsible for delays caused by the issues caused in uploading or for other delays. All responses must be manually and duly signed by authorized authority to bind said business or individual. The firm must affix their corporate seal (if any) to the response in the appropriate areas. In the absence of a

corporate seal, the response must be notarized by a Notary public.

The submittal of a response by a preparer will be considered by the City as constituting an offer by the firm to perform the required services.

Each firm is solely responsible for the reading and completely understanding the requirement of this RFQ. The opening time shall be and must be scrupulously observed. Under no circumstances will responses delivered to the office be accepted. All responses are to be uploaded via BidNet Direct online. Late submissions is not accepted on BidNet Direct.

- 1.19 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.
- 1.20 Oral Presentation: A formal oral presentation **may** be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's response or to exhibit or otherwise demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.
- 1.21 Acceptance of Applicable Policies & Procedures.
- 1.21.1 Firms responding to this RFQ agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- 1.21.2 All firms should be licensed in the State of Florida and professionally qualified.
- 1.21.3 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.
- 1.22 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. From the written responses, the committee will select the three (3) top firms to proceed to the interview phase. Once the interviews have been completed the committee will rank the firms, combine their score to the written score.
- The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their consent for approval. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.
- 1.23 Hourly Rate/Fees. Hourly Rate/Fees will be solicited from the short-listed candidates invited to interview by email to be delivered by the designated date on the Timetable. Hourly Rates/Fees may be negotiated further with the number one selected firm.

- 1.24 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that firm and the City shall initiate negotiations with the second ranked firm to arrive at an acceptable contract, and so on.

The final negotiated contract is presented to City Council for approval and authorization by the City Manager.

- 1.25 Award Criteria. The evaluation committee recommendation is made from their in depth review of the written responses and the evaluation of the interview responses based on various criteria including but not limited to:
- Approach to the implementation, performance and satisfaction of City requirements
 - Demonstrated professional skills and credentials.
 - Response quality and references
 - Demonstrated understanding and success of similar projects.
 - Demonstrated ability to communicate well.
 - Ability to perform the work within the stated timeframe.

- 1.26 Exception to the RFQ. Firms may take exceptions to any of the terms of this RFQ unless the RFQ specially states where exceptions may not be taken. Should a Firm take exception where none is permitted, the response will be rejected as nonresponsive. All exceptions taken must be specific, and the firm must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank responses.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the responses will be evaluated based on the responses as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Firm furnish the services or goods described herein, or negotiate an acceptable alternative.

- 1.27 Openness of Procurement Process. Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFQ, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any response once submitted.
- 1.28 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.
- 1.29 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Firm's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Firm. If the City and the selected Firm cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Firm. This process will continue until a contract has been executed or all Firms have been rejected. No Firm shall have any rights against the City arising from such negotiations.

- 1.30 Right to Protest. Any actual or prospective Firm who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.
- 1.31 Public Records: In accordance with 119.0701 F.S. Contractor/firm shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in chapter 119, F.S., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.
- 1.32 ACH/EFT Payments: The City requests payments to be made to businesses by ACH/EFT processing. This method is quicker and eliminates fraud activity. This will need to be setup before any payment processing. The City reserves the right to revise this program as necessary.

SECTION 2

2.0 RFP SCOPE OF SERVICES

- 2.1 **Services Required:** The City of Zephyrhills is seeking a Construction Management Service contractor, licensed in the State of Florida to assist in the design, development and construction of a City Park called “The Backyard”. This park will be an open-air, flexible space that enables active uses such as entertainment, music, dining, drinking, socializing and entrepreneurial space.

This project will have a general layout within a 0.16 acre parcel. Pasco County Parcel ID-11-26-21-0010-15300-0010 15300-0010, owned by the City of Zephyrhills. Features to include will be:

- A covered stage/platform with sound, video and lighting
- Up to four (4) shade structures (engineered by manufacturer)
- Site lighting throughout
- Electricity & water stations to accommodate food trucks
- Up to two (2) shipping containers (interior build-out by others for various site amenities)
- Hardscaping/pavers for outdoor dining
- Landscaping
- Designed/engineered off-site
- Utility connections and foundation systems will be included in construction
- Storm water/drainage
- City will purchase all materials to save costs

AE & Engineer: Furr, Wegman & Banks Architects, P.A.

In addition to managing the construction, the CM/GC will provide technical review, cost evaluation and schedule evaluation assistance to the architectural/engineering team during the design phase. CM/GC will assume responsibility for project construction cost by issuing a Guaranteed Maximum Price (GMP) not later than 90% through the design phase of the project. The GMP will be a contractual obligation. In addition, CM/GC will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule.

The CM/GC will be expected to work closely with the Architects/Engineering firm selected for the project, the Owner’s Representative, in order to successfully complete each project.

- 2.2 **Project Objectives:** The CM/GC will function as a Construction Manager-At-Risk. During Pre-Construction, the CM/GC will be responsible for pricing, value engineering, and maintainability and constructability issues. When design documents have been developed in sufficient detail (approximately 90% complete), the CM/GC, with the support and assistance of the Architect and the Owner’s Representative, will commit to a Guaranteed Maximum Price (GMP) for all construction and site development. The City reserves the right to request an alternative additive item for Furniture, Fixtures and Equipment (FF&E),

which the City may ask to be included in the GMP (the City will accept/reject this item prior to finalizing the GMP). The CM/GC shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost and other factors.

In selecting a Construction Management firm, the City will place emphasis on the experience of the firm and its assigned personnel in providing services on projects of similar magnitude and complexity. Emphasis will be placed on firms oriented to the construction field, having depth, knowledge, and resources in principles of general contracting, scheduling, contract coordination and compliance, budget control, familiarity with State, County and City laws, ordinances and codes.

The CM/GC, as a part of his Pre-construction Services, will work closely with the Architect/Engineering firm and the Owner's Representative in developing a strategy for the best approach for the successful completion of this Project.

The Construction Manager (CM/GC) services shall include a preconstruction design phase, and a construction phase. During the design phase, the CM/GC will provide cost estimates and cost evaluation, value engineering recommendations, design analysis, constructability reviews and technical input on methods of construction materials, details, bidding formats and types of separate bidding packages, if appropriate. Not later than 90% complete design documents, CM/GC shall issue a Guaranteed Maximum Price (GMP) backed by a surety bond. Each project shall be constructed within their GMP. CM/GC shall also develop and maintain a master project schedule. During the construction phase, which includes any previously awarded early bid packages, CM/GC will be responsible for methods of construction, safety programs, general conditions, prequalification of potential subcontractors and bidding of all work, certification of work in place and monthly payment requests, coordination and scheduling of all work of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule. CM/GC will assist Owner and A/E team in management and administration of the project except that Owner shall at all times retain complete contractual control of all prime CM/GC, Owner Representative and A/E contracts, Project funds and disbursements. The Architect/Engineer shall retain all normal architectural responsibilities for professional design, cost control, schedule and quality assurance including normal construction administration responsibilities.

2.3 CM/GC Main Responsibilities.

2.3.1 Design and Pre-Construction Phase.

- 2.3.1.1 Develop a provisional construction CPM schedule indicating methods and sequencing of construction.
- 2.3.1.2 Develop requirements for safety, quality assurance and schedule adherence.
- 2.3.1.3 Perform a constructability review of the construction documents
- 2.3.1.4 Perform maintainability review of the construction documents
- 2.3.1.5 Provide detailed construction cost estimates, to achieve Owner's budget
- 2.3.1.6 Provide analysis of different construction methods in each major trade group for potential quality, cost and schedule enhancements.
- 2.3.1.7 Develop construction budget to be maintained throughout construction.
- 2.3.1.8 Develop value-engineering options.

2.3.2 Construction Phase

- 2.3.2.1 Maintain on-site staff for Construction Management.

- 2.3.2.2 Establish and maintain coordinating procedures in conjunction with Architect and Owner's Representative.
- 2.3.2.3 Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction and occupancy.
- 2.3.2.4 Conduct and record job meetings.
- 2.3.2.5 Prepare and submit change order documentation for approval by the Architect and the Owner.
- 2.3.2.6 Maintain a system for review and approvals of shop drawings.
- 2.3.2.7 Maintain records and submit daily and weekly reports, as well as formal monthly reports to the Owner.
- 2.3.2.8 Maintain quality control and ensure conformity to plans.
- 2.3.2.9 Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
- 2.3.2.10 Develop construction specifications and as-built drawings.
- 2.3.2.11 Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training and final acceptance.

2.3.3 Warranty Phase

- 2.3.3.1 Coordinate, document and monitor the resolution of remaining "punch-list" items.
- 2.3.3.2 Coordinate, monitor and resolve all warranty complaints to the satisfaction of the Owner during the one-year general warranty period.

2.4 GENERAL INSTRUCTIONS

- 2.4.1 **General.** This project will be designed and constructed to a level of quality and timeliness that reflects the long-term use of a City owned Park and facility. This project will be in accordance with all Federal, State, County and City building codes.
- 2.4.1 **Construction Budget.** \$450,000 + / -
- 2.4.1 **Construction Schedule.** CM/GC will be responsible for developing the preliminary schedule and coordinating activities to accomplish the scheduled completion of the project.
- 2.4.1 **Owner-CM/GC Agreement.** The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price (GMP). This project will be an Open Book related to all actions and all finances associated with the Contract. All savings, including unused contingency, will be returned to the Owner.

2.5 ACCEPTANCE OF APPLICABLE POLICIES & PROCEDURES:

- 2.5.1 Firms responding to this RFQ agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- 2.5.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process

2.6 **CONTRACT TERM:**

2.6.1 **Basic Period:** Acceptance by the City Staff of the project.

2.7 **TELECONFERENCE DETAILS:**

<HTTPS://MEET.GOTO.COM/303392285>

Phone: 1-312-757-3121

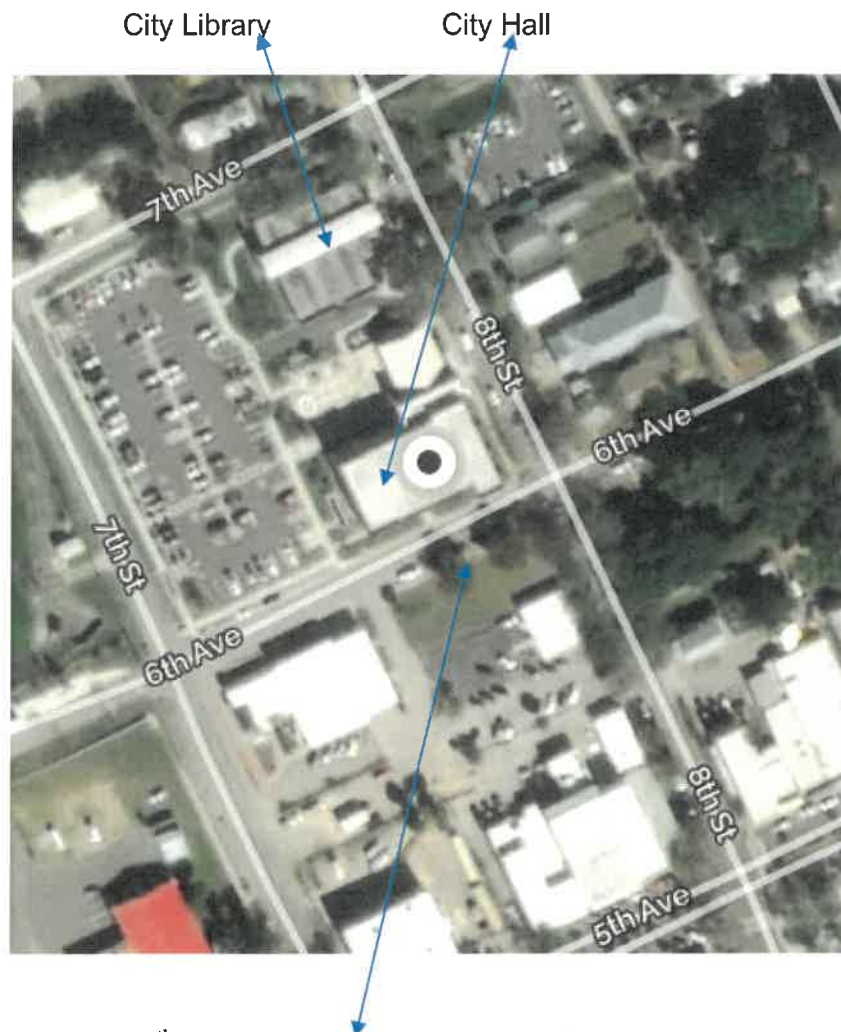
Access: 303-392-285

OR,

PRECONFERENCE at:

City Hall – City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542
2nd Floor Conference Room

The Backyard Location



Location: 6th Avenue and 8th Street, across the street from City Hall

ATTACHMENT D:
Use and Disclosure of Proposal Information

For the purpose of this Prospectus, a "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for the making, preparing, compounding, treating, or processing of articles or materials which are trade-commodities. "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirements of the Freedom of Information Act, 5 U.S.C. § 552. Exemptions from mandatory disclosure regarding business information contained in proposals include Freedom of Information Act exemption (4), which covers "commercial and financial information obtained from a person (which is) privileged or confidential, 5 U.S.C. § 552(b) (4).

If the applicant believes that its proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages ___ of this proposal constitutes trade secrets or confidential commercial and financial information that the applicant believes to be exempt from disclosure under the Freedom of Information Act. The applicant requests that this information not be disclosed to the public, except as may be required by law. The applicant also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if any Agreement and Lease is awarded to the applicant, the Government shall have the right to use the information to the extent provided in the Agreement and Lease."

The applicant also must specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and must mark each such page with the following legend:

"This page contains trade secrets or confidential information and financial information that the applicant believes to be exempt from disclosure under the Freedom of Information Act and that is subject to the legend contained on the cover page of this proposal."

The City of Zephyrhills may use the information in the proposal identified as trade secret information or confidential commercial and financial information only for the purpose of evaluating the proposal, except that (1) if an Agreement and Lease is awarded to the applicant as a result of or in connection with submission of the proposal. City shall have

will notify the applicant promptly of the request and give the applicant an opportunity to provide additional evidence and argument in support of its position, unless it is administratively infeasible to do so. If it is determined that the information claimed by the applicant to be trade secret information is not exempt from disclosure under the Freedom of Information Act, the City will notify the applicant of this determination to disclose the information.

The City of Zephyrhills assumes no liability for the disclosure or use of information contained in a proposal if not marked properly with the legends described above. Failure of an applicant to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the City of Zephyrhills as evidence that the information is not exempt from disclosure under the Freedom of Information Act.

NOTE: Those pages marked as “Trade Secret” or “Proprietary” are to be marked as such and placed in a separate, sealed envelope.

SECTION 3

3.0 EVALUATION CRITERIA & RANKING PROCESS

3.1 General Ranking. The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.

3.2 Selection Criteria. All responses shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the response:

3.3 Written Evaluation Criteria

Technical Depth	35
Experience & Qualifications of Consultant Firm	20
Experience & Qualifications of Key Project Team	15
Similar Successful Projects	15
References	10
Project Team Location	5
Total	100

3.4 Interview Evaluation Criteria – (if requested)

Overall Impression of Key Team Members	25
Methodology Presented to Assure Success	20
Ability to Ensure Success within Time & Budget	20
Communications	15
Responses to Questions & Problem Solving	20
Total	100

References may be called regarding the level of satisfaction with services rendered by the firm, technical ability, cost, and education of and presentation to Governing bodies.

3.5 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing along with the details of the interview.

The time allotted to each firm for the presentation and interview shall not exceed forty-five (45) (5 minutes for setup, 35 minutes for presentation and questions/answers, and 5 minutes knock-down). If the length of time allowed is changed, the firms will be notified. All members of the Evaluation Committee will be present during the formal interview.

- 3.6 **Issues to Address at Interview.** The intent of the formal interview process is to provide the evaluation committee with in-depth information on your firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on their detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers. **Please allow time enough for the committee to ask questions.**

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the interview process. All key personnel should be present at the interview.

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the responses will be based upon consideration of the demonstrated qualifications and capabilities of the Firms that will result in a short list of three firms to be invited for interviews and presentations to the Evaluation Committee. Factors to be considered in the evaluation shall include, but not be limited to the following:

3.7 ***Qualifications and experience of the proposed project team.***

- 3.7.1 Experience of the project manager and superintendent working together on past projects.
- 3.7.2 Quality of references of the proposed project executive's commitment and project leadership
- 3.7.3 Quality of references for the remainder of the proposed team
- 3.7.4 Assigned team's experience with projects of similar facility size and type
- 3.7.5 Assigned team's experience with effective budget control
- 3.7.6 Assigned team's experience with effective schedule control.

3.8 ***Management Plan.***

- 3.8.1 Demonstrated ability to solve complex project issues
- 3.8.2 Firm's cost management plan during design and construction
- 3.8.3 Firm's approach for managing changes within the stated cost and schedule limitations.
- 3.8.4 Firm's approach for competitively administering and evaluating bid packages
- 3.8.5 Firm's schedule management plan during design and construction
- 3.8.6 Firm's subcontractor management plan
- 3.8.7 Firm's quality assurance program and plan
- 3.8.8 Firm's close-out plan

- 3.9 ***General Ranking.*** The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.

SECTION 4

- 4.0 RESPONSE PACKAGE CRITERIA:** Responses should be concise, clear and relevant. Costs incurred in responding to this RFQ are the Firms alone and the Owner does not accept liability for any such costs.

The submittal of a response by a preparer will be considered by the City as constituting an offer by the firm to perform the required services. The rates/fees submitted during this process shall be considered locked in for 180 consecutive calendar days from the time of receipt.

4.1 TABLE OF CONTENTS FOR CONSTRUCTION MANAGEMENT SERVICES response package.

- 4.1.1 Materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- 4.1.2 Responses should be page numbered to indicate the location for each of the listed items.

4.2 RFQ Forms: The RFQ forms included in the package and those required to be in your response can be used or a reasonable facsimile. Firms choosing to use a reasonable facsimile of required forms should maintain both the format and content of the provided forms.

4.3 One (1) copy of the firm's response must be submitted by uploading through BidNet Direct website.

Your response copy must contain the following:

- 4.3.1 **COVER SHEET-RFQ** signed *(Not part of the page count)*
- 4.3.2 **RFQ Response Form** *(Not part of the page count), Page 3*
- 4.3.3 **CMS Applicant Firm** *(Not part of the page count), Page 26*
- 4.3.4 **TABLE OF CONTENTS** *(Not part of the page count), Page 27*
- 4.3.5 **SUBCONSULTANT/FIRM DATA SHEET (1 Page Limit) Page 27**
- 4.3.6 **Financial Responsibility.** List main banking references. **(3 Page Limit)**
 - Has the firm ever failed to complete any work awarded to it or been removed From any project awarded to the firm.
 - List the contact person, addresses, and phone numbers for the firm's bonding Company/agent.
- 4.3.7 **Responses to the evaluation criteria (50 Page Limit to Section 5.0)**
- 4.3.8 **TIMELINE**
- 4.3.9 **RESUMES**
- 4.3.10 **REFERENCES Page 29**
- 4.3.11 **LICENSES** *(Not part of the page count)*
- 4.3.12 **FORMS** *(Not part of the page count)*
 - Drug Free Workplace Form **Page 30**
 - Public Entity Crimes **Page 32**
 - Addenda Acknowledgement **Page 34**
 - Non-Collusive Affidavit **Page 35**
 - E-Verify **Page 36**
 - Errors or Omissions **Page 37**
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form **Page 38**
 - RFQ Acceptance **Page 39**

4.4 At the option of the submitting firm, a cover letter, one page maximum, may be included to serve only as a transmittal document. The optional cover letter shall not include any information to be considered for evaluation by the Selection Committee.

The entire document constitutes your response to the RFQ.

SECTION 5

5.0 RESPONSE SUBMITTAL-shall contain the responses to the following questions in the order shown.

5.1 ***Qualification and Experience of Proposed Project Team-Limit to 5 Pages***

- 5.1.1 Describe your firm's proposed organization for the construction management team including superintendent, project manager, project director, cost estimator, project executive, etc. who will manage the project. Please designate the specific individuals to fill the following key roles on your team:
 - 5.1.1.1 Superintendent
 - 5.1.1.2 Project Manager
 - 5.1.1.3 Cost Estimator
 - 5.1.1.4 Project Executive
- 5.1.2 Please provide for each of the above personnel:
 - 5.1.2.1 Current **resumes** listing relevant project experience
 - 5.1.2.1 Percent of time to be committed to this Project
- 5.1.3 Please identify the individual who, *from project start to finish*, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. This individual's competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection of a construction management firm.
- 5.1.4 Provide an **organizational chart** showing the lines of responsibility and accountability for your team.

5.2 ***Services-Pre-Construction Phase Services-Limit to 4 Pages***

- 5.2.1 Provide a list of services your firm normally provides for construction management or general contractor services.
- 5.2.2 Define value engineering and describe two (2) examples where value engineering was utilized on previous projects.
- 5.2.3 Describe the process to be used to obtain a Guaranteed Maximum Price (GMP) and for providing bonding for this project.

5.3 ***Management Plan-Construction Phase-Limit to 5 Pages***

- 5.3.1 Describe your cost management plan for controlling costs on this project within the cost limitation during design and construction.
- 5.3.2 Describe your change order management plan for managing cost and schedule exposures within the stated limitations.
- 5.3.3 Describe your procurement plan
- 5.3.4 Describe your schedule management plan for this project, during design and construction.
- 5.3.5 Describe your subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.
- 5.3.6 Describe your closeout management plan for this project.
- 5.3.7 Describe your quality assurance plan for this project.
- 5.3.8 Describe your mold prevention plan.

5.4 ***Safety. Limit to 2 Pages***

- 5.4.1 Describe your safety and site logistics plan for these projects.

- 5.5 **Statement of why your firm should be selected. Limit to 1 Page.** This section provides each firm the opportunity to provide specific information that differentiates them from others in the competition.
- 5.6 ***Approach to Projects and Ability to Furnish Required Services-Limit to 5 Pages.***
- 5.6.1 Indicate if services listed in Section 2 will be provided by applicant or by sub consultant/contractor. When services are to be provided by sub consultant/contractor, include sub consultant/contractor's name and specify what services will be provided.
- 5.6.2 Relative to the scope of services for this project, describe the specific abilities of the firm. Describe how you plan for the services and how those plans are to be executed. Relevant project experiences includes building types and delivery methods relevant to the type of project to be constructed, City Hall, Municipal or similar type of public building construction, utilizing the CM/GC (or performing as general contractor on similar types and sizes of projects).
- 5.6.3 Include any innovative approaches to providing the services to or implementing the project.
- 5.6.4 Briefly describe your Quality Assurance/Quality Control Program.
- 5.6.5 **Timeline:** Provide a one (1) page timeline on all services to be provided.
- 5.7 **Ability of Professional Personnel- Limited to 6 Pages, plus Key Personnel Resume**
- 5.7.1 Attach **resumes** only for key personnel of the Project Team, detailing past experience as it relates to similar types of projects. Resumes should be tailored to reflect relevant experience in projects similar in scope and complexity to the ones listed for this RFQ.
- 5.7.2 Submit **organizational charts** delineating **key** personnel. Explain their roles in your project organization and how their past experience enhances their roles for these miscellaneous projects.
- 5.8 ***Successful Experience with Similar Projects-Limited to one (1) page per Project-Total 10.***
- 5.8.1 List a **maximum of ten (10)** recent projects, during the past 5 years, to indicate proficiency in similar work. Similar type of construction and a contract dollar amount of one (1) million dollars or more) which demonstrates the firm's capability to perform the project at hand. These projects should reflect both the firm's experience as well as the proposed project team's experience with similar projects. Projects listed should match as closely as possible the scope of services listed in Section 2.
- 5.8.1.1 Each project must contain the following information:
- Project Title
 - Project Location
 - Project Description
 - Project Start / Completion Date.
 - Owner's Name and Address
 - Contact Person, Phone Number and Email Address
 - Were the Contracted Services completed with budget? If not, why.
 - Were the Contracted Services completed on time? If not, why.

5.9 *Effect of Project Team Location on Project Responses-Limited 2 Page Maximum*

- 5.9.1 Define where elements of the work will be performed (city/state), whether performed by prime or sub consultant/contractor firms, and who in the firm's organizational chart will oversee performance of that work.
- 5.9.2 Specify the members of the project team and location for each. Where key personnel are not stationed locally, describe how they will be successfully integrated into the project team for timely coordination on project needs. The Project team location shall be in the greater Tampa Bay region, within an 80 miles radius of Zephyrhills.

SECTION 6

- 6.0 **ADDITIONAL CONDITIONS.** The Owner reserves the right to reject any or all Responses received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.
- 6.1 ***Confidentiality of Documents.*** Upon receipt of a response to the Owner, the response shall become the property of the Owner without compensation to the proponent, for disposition or usage by the Owner at its discretion.
- 6.2 ***Equal Employment Opportunity.*** During the performance of this Contract, the CM/GC agrees as follows: The CM/GC will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. CM/GC must have a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the work force of the firm, or procurement services in connection with these projects.
- 6.3 ***Event of Tie.*** In the event of a tie, if one of the businesses involved in the tie is a minority or female owned, they shall be ranked above the other firm or firms involved in the tie.
- 6.4 ***Joint Venture.*** The Owner does not desire to enter into "joint-venture" agreements with multiple Construction Management firms.
- 6.5 ***Evaluation Committee.*** The Evaluation Committee desires to review information on the firm's major consultants/contractors. The firm is requested to name principal consultants/contractors and submit qualifications, including therein all of the information requested of the firm.

SECTION 7.0 FORMS

(Cover Sheet, dividers are not part of the page count)

CONSTRUCTION MANAGEMENT SERVICES – 35-22-04
APPLICANT FIRM

Project Title: Construction Management Services – The Backyard

APPLICANT FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON/TITLE: _____

EMAIL ADDRESS: _____

ALT CONTACT PERSON/TITLE: _____

EMAIL ADDRESS: _____

FEDERAL TAX ID NUMBER: _____

Type Ownership: _____
 Submittal for ___ Parent Company ___ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Present Offices: City/State/Number of personnel for each:

TABLE OF CONTENTS
FOR 35-22-04
CONSTRUCTION MANAGEMENT SERVICES- The Backyard

SUBCONSULTANT/CONTRUCTION FIRMS:

Firm Name and Address

Services to be Provided

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

1. Company Name

Project Title

Project Location

Project Description

Project Start:

Project Completion Date

Owner Name

Owner Address

Phone Number and **Email**

Project Amount

Services completed in Budget? Yes ___ No ___ Why? _____

Services completed on time? Yes ___ No ___ Why? _____

2. Company Name

Project Title

Project Location

Project Description

Project Start:

Project Completion Date

Owner Name

Owner Address

Phone Number and **Email**

Project Amount

Services completed in Budget? Yes ___ No ___ Why? _____

Services completed on time? Yes ___ No ___ Why? _____

3. Company Name

Project Title

Project Location

Project Description

Project Start:

Project Completion Date

Owner Name

Owner Address

Phone Number and **Email**

Project Amount

Services completed in Budget? Yes ___ No ___ Why? _____

Services completed on time? Yes ___ No ___ Why? _____

4. Company Name

Project Title

Project Location

Project Description

Project Start:

Project Completion Date

Owner Name

Owner Address

Phone Number and **Email**

Project Amount

Services completed in Budget? Yes ___ No ___ Why? _____

Services completed on time? Yes ___ No ___ Why? _____

DRUG-FREE WORKPLACE FORM
35-22-04 – CMS-The Backyard

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

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 are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-04**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____,
20__.

Personally known _____

Or Produced identification _____
Notary Public – State of _____

My commission expires _____
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)

Addenda Receipt Acknowledgment
35-22-04

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT

35-22-04

State of Florida

County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Officer

_____ *(Company Name)*

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ *(name and title of corporate officer)*

of _____ *(Name of Corporation),*

a _____ *(state or place of incorporation)* corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ *(Identification type)*
as identification.

_____ *(Signature line for notary public)*

_____ *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: _____

Serial number, if any _____

E-VERIFY

RFP No: 35-22-04
Project Description: Construction Management Services-The Backyard

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

Errors or Omissions
RFP 35-22-04-CMS-The Backyard

Upon review of this Request for Qualification documents are you aware of any apparent errors or omissions?

☐ YES

☐ NO

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**
35-22-04-CMS-The Backyard

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.

Firm: _____
Name of Company – Please Print

Signature: _____
Authorized Company Representative

Name/Title: _____

Address: _____

Date: _____

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-22-04 Construction Management Services-The Backyard.

Authorized Signature

Date

Printed Name

Company Name

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

(Seal) By: _____

Title: _____

September 9, 2022

CITY OF ZEPHYRHILLS

35-33-04 -Construction Management at Risk Services for The Backyard



WWW.ADMORGAN.COM

September 9, 2022
Mrs. Karen Miller
City of Zephyrhills
Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

RE: Request for Proposal – RFP-35-22-04 - Construction Management at Risk Services for The Backyard

Dear Mrs. Miller and Selection Committee Members,

On behalf of The A.D. Morgan Corporation, we thank you for this opportunity to submit our proposal to provide construction management services for The Backyard. As you review our submittal, we hope you will consider the following “key differentiators” we believe position our team to be the most valuable partner to the City of Zephyrhills.

KEY DIFFERENTIATOR NO. 1 | CONSTRUCTION MANAGEMENT FIRM DEDICATED TO BUILDING THE BEST PUBLIC FACILITIES

A.D. Morgan's 33-year foundation is set firmly on the construction of specialized public gathering facilities near identical in size and scope to that of The Backyard. In fact, A.D. Morgan has had the privilege of serving the City of Zephyrhills to build such facilities including your new City Hall, Public Library, and most recently the preconstruction phase for your new SVB Indoor Tennis Complex. “The Backyard” concept is an exciting, progressive project that will further enhance the public draw to the City's primary anchors being City Hall and Public Library. With A.D. Morgan the City will be partnering with the team who is vested in supporting the continued growth of your downtown area. You will be supported by a project team who are familiar working within your procedures and processes which means we can continue our established momentum. To that point, the technical management team we are proposing will be led by John Kalaf, Matt D'Amaddio and Jeremy Warner. Additionally, the composition of the whole team represents trade subject matter experts who bring first-hand experience managing the constructing public gathering facilities just like this one. We are ready to begin working with you and will begin by implementing a project specific plan to address all highly critical issues such as safety, logistics management, quality control and quality assurance, procurement and a plan of action that most assuredly ensures schedule accountability and budget certainty.

KEY DIFFERENTIATOR NO. 2 | OUR PROVEN PROCESS ENSURES AN ON-TIME DELIVERY WITHIN BUDGET

Our proven technical expertise and best in industry processes will continue to provide the City of Zephyrhills with exacting budgets, value added constructability insights, construction systems analysis, and life cycle cost analysis that will support our mission of obtaining optimum value for your facilities. Our involvement in the pre-construction and design phase will allow the city the best opportunity to maximize your budget and achieve all the desired scope. When we transition into the construction phase, we will use our best management practices and capitalize on our industry expertise to ensure a flawless project delivery at a level of quality that will surpass your expectations.

KEY DIFFERENTIATOR NO. 3 | A.D. MORGAN IS A PROVEN PARTNER TO THE CITY OF ZEPHYRHILLS

Working with any municipal agency brings with it specific processes and procedures. Simply stated, the City of Zephyrhills, and its Construction Services Departments, have their way of doing business. We know what is expected of us and we are intimately familiar with those processes and procedures and can hit the ground running. With our experience on your most recently completed City Hall project, and our depth of experience with Aaron from Furr, Wegman & Banks, we'll be able to communicate across the entire team efficiently and seamlessly. We know how to “work under the microscope” and instead of expending time and effort getting to know your processes and procedures, we'll be able to better focus our attention on the subject at hand: delivering your new park The Backyard safely, within budget with the highest level of quality and schedule certainty you expect.

KEY DIFFERENTIATOR NO. 4 | OUR LOCAL MARKET KNOWLEDGE WILL BE A CRITICAL ELEMENT TO A SUCCESSFUL PROJECT DELIVERY

A.D. Morgan truly is a local Construction Management Firm with our headquarters located in the Westshore District in Tampa. We have maintained our growth solely as CM Service provider throughout the central Florida region. Our depth and quality of local subcontractor relationships is second to none. We will leverage our outstanding trade market relationships to the greatest benefit of the projects and in support of the city's mission. Our Tampa office is located less than 40 minutes to the project site, allowing the collective team immediate and convenient access to one another.

KEY DIFFERENTIATOR NO. 5 | WE CARE

This is not just business for us, this is personal. We are a highly reputable regional firm that has a proven track-record of delivering projects under this form of contract. We're not a “big or national company,” and as such, the professionals assigned to your project won't be “B” or “C” players, they are tenured A.D. Morgan professionals, and they won't be “training” on your projects. With the A.D. Morgan team you're getting owner | partner level commitment and involvement, tenured leadership, award-winning expertise in the construction or renovation of your facilities, and you're getting a team that CARES about YOU and YOUR MISSION.

Very Truly Yours
THE A. D. MORGAN CORPORATION
Rebecca J. Smith | President & Founder

City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-04

PROJECT NAME: Construction Management Services – The Backyard

RFP DEADLINE: September 9, 2022 before 11:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualification is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: 59-2933439

Required Documents:

- | | |
|---|---|
| ☐ Cover Page, Pg 1 | ☐ RFQ Response Form, Pg 3 |
| ☐ CMS Applicant Sheet, Pg 25 | ☐ RFQ Table of Contents, Pg 26 |
| ☐ SubConsultant/Contractor, Pg 28 | ☐ References, Pg 29 |
| ☐ Public Entity Crimes, Pg 32 | ☐ Error & Omissions, Pg 37 |
| ☐ Addenda Receipt Acknowledgement, Pg 34 | ☐ Debarment, Pg 38 |
| ☐ E-Verify, Pg 36 | ☐ RFQ Acceptance, Pg 39 |
| ☐ References-Pg 29 | ☐ Business Tax Receipt and Licenses, etc |
| ☐ Non Collusive, Pg 35 | |

FIRM NAME: The A.D. Morgan Corporation

SUBMITTER'S NAME/TITLE: Matt D'Amaddio

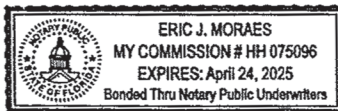
ADDRESS: 716 N. Renellie Dr. Tampa, FL 33609

TELEPHONE NUMBER (813) 832-3033 FAX (813) 831-9860

EMAIL ADDRESS mdamaddio@admorgan.com

Firm Representative Signature: _____ Date 9/9/22

Notary or Corporate



RFP RESPONSE FORM

CONSTRUCTION MANAGEMENT SERVICES – 35-22-04
APPLICANT FIRM

Project Title: Construction Management Services – The Backyard

APPLICANT FIRM NAME: The A. D. Morgan Corporation

ADDRESS: 716 N. Renellie Dr. Tampa, FL 33609

TELEPHONE NUMBER: (813) 832-3033

FAX NUMBER: (813) 831-9860

CONTACT PERSON/TITLE: Matt D'Amaddio, Program Director

EMAIL ADDRESS: mdamaddio@admorgan.com

ALT CONTACT PERSON/TITLE: Jeremy Warner

EMAIL ADDRESS: jwarner@admorgan.com

FEDERAL TAX ID NUMBER: 59-2933439

Type Ownership: Corporation
Submittal for ☐ Parent Company ☐ Branch or Subsidiary

Parent Company, if any: N/A

Former Parent Company/Companies:
N/A

Name/Title/Phone Number of two Principals in the firm:
Dr. Rebecca Smith, President
John Kalaf, VP of Operations

Present Offices: City/State/Number of personnel for each:
Tampa, FL - 34, Lakeland, FL - 4, Bradenton, FL - 3

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GENERAL INFORMATION

4.3.1 - 4.3.6



FINANCIAL RESPONSIBILITY

- Has the firm ever failed to complete any work rewarded to it or been removed from any project awarded to the firm.
- List the contact person, addresses, and phone numbers for the firm's bonding Company/Agent.

The A.D. Morgan Corporation has **NEVER FAILED** to complete any work rewarded to us or have been removed from any project awarded.

FIRM'S BONDING COMPANY / AGENT

Alliant Insurance Services, Inc.

Colette R. Chisholm

Attorney-In-Fact

333 Earle Ovington Blvd., Suite 700

Uniondale, NY 11553

516-414-8285





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701		CONTACT NAME: Certificates/Commercial Lines PHONE (A/C, No, Ext): 727-522-7777 E-MAIL ADDRESS: certificates@w3ins.com FAX (A/C, No): 727-521-2902	
INSURED The A. D. Morgan Corporation 716 N Renellie Dr Tampa FL 33609		ADMORGA-01	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Ins. Co.	
		INSURER B: Amerisure Mutual Ins. Co.	
		INSURER C: Illinois Union Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1515964503

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CPP20826111002	5/20/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA20826101005	5/20/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0	☒ OCCUR ☐ CLAIMS-MADE	CU21120780302	5/20/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N N/A	WC20826121001	6/26/2022	6/26/2023	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability incl E&O		G27059910010	7/1/2022	7/1/2023	Limit of Liability Deductible \$ 1,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFQ: 35-22-04
CMS for The Backyard

CERTIFICATE HOLDER

City of Zephyrhills - Purchasing Dept. 5335 8th Street Zephyrhills FL 33542	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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PROOF OF INSURANCE

SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-04

SUBCONSULTANT/CONSTRUCTION FIRMS:

Firm Name and Address

Services to be Provided

1. **No subcontractors have been selected for the project at this time.**

1.

2.

2.

3.

3.

4.

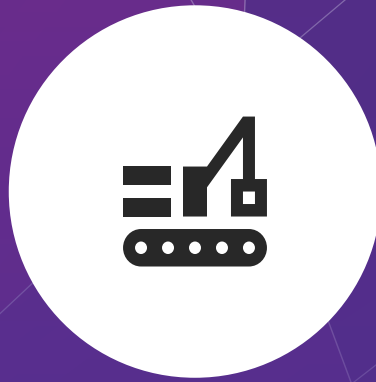
4.

5.

5.

28

SUB CONTRACTOR DATA SHEET



RESPONSE TO EVALUATION CRITERIA **4.3.7 (SECTION 5.0)**



PROPOSED ORGANIZATION

5.1.1. Describe firms proposed organization for the construction management team, including superintendent, project manager, project director, cost estimator, project executive, who will manage the project. Please designate specific individuals to fill the following roles:

The organization of our team represents a wholly integrated CM@R delivery structure that streamlines communications and decisions-making that will most assuredly translate to added value in the form of budget optimization and schedule efficiency. Rest assured; each proposed team member will be intimately involved from the start to the finish to ensure nothing short of ultimate success.

The specific individuals proposed to deliver your new park The Backyard have an exceptional track-record of delivering projects together and were selected specifically because of their familiarity with the City of Zephyrhills mode of operation from recent and successful project completions for the city. In addition, this team has a tenured history with A.D. Morgan. **The average A.D. Morgan tenure amongst these individuals is over 10 years long and dozens of projects.** This team is equipped with the experience and expertise that will be required for a seamless, and sometimes required, rapid response to the various project needs of the city.

A key differentiator to our approach is the highest level of Principal and Executive involvement that many other 'large and national' construction managers do not offer. President, Rebecca Smith, and Vice President, John Kalaf will be personally involved and available throughout the life of the project and will ensure the entirety of A.D. Morgan's resources are made available to guarantee a superior project delivery.

EXECUTIVE PROJECT LEADERSHIP

Every A.D. Morgan project has an assigned Executive Team who play a very active role during pre-construction and throughout construction and closeout phases of every project to ensure nothing less than ultimate success. The proposed Executive Leadership for your new park The Backyard will consist of **Vice President/Project Executive, John Kalaf, and Program Director, Matthew D'Amaddio.** John and Matt collectively bring over 50-years, and over hundreds of successful Construction Management at Risk deliveries to the forefront of this team. As active participants of the project, responsible for the oversight and successful delivery of each phase, they will employ their collective strengths, experience, and expertise to ensure every objective for the project is achieved in accordance with the contract, and in the best interest of the City.

SEASONED PRE-CONSTRUCTION LEADERSHIP

Proposed Pre-Construction Director, Jeremy Warner, is a career construction management professional who brings a tremendous amount of experience delivering projects near identical in scope and scale to that of your new park The Backyard. Jeremy will be leading all technical budgeting, systems cost estimating, milestone estimating, value engineering, subcontractor bidding, and GMP development activities for this project. Jeremy has spent 22 years as a preconstruction professional, estimating and developing guaranteed maximum price contracts (GMP's) for municipal, and governmental sector projects throughout the Central Florida Region. In the past 12 Months alone, Jeremy has developed over \$120M in successful GMP's and led value engineering efforts that generated over 400 different value options worth over \$15M of savings (for which the owners selected options at their discretion). Jeremy will be collaborating closely with the entire team throughout the preconstruction phase to ensure the budget objectives are met, and to establish complete continuity of knowledge in the transition from pre-construction, into the construction phase. Additionally, **Jeremy maintains an outstanding working relationship with Furr | Wegman & Banks Architects. A.D. Morgan, Furr | Wegman & Banks have delivered numerous successful projects together in recent history and are currently delivering two projects together valued over \$35M. Rest assured, this team knows how to operate seamlessly.**

LEADERSHIP FROM START TO FINISH

Transitioning into the construction phase, the project will be led by your on-site construction team who will mobilize and position themselves directly on-site for the duration of the project. The on-site team will consist of Project Manager, Rudy Celestin, and William Freeswick.

Project Manager, Rudy Celestin has over 15 years' experience as a lead project manager delivering projects under the construction management at risk delivery model. Rudy's diligence and natural attention to detail has elevated quickly within the A.D. Morgan team. Throughout his career Rudy has led numerous complex projects ranging from high-rise apartment buildings to phased K-12 campus replacement projects, and new parking garages in urban settings.

Superintendent, William Freeswick is a rising star at A.D. Morgan, and frankly, throughout the local industry. Prior to joining the A.D. Morgan 1-year ago, William spent the first part of his career as a Superintendent and Project Manager constructing highly complex high-rise buildings in the dense metropolis of Manhattan, NY. Prior to graduating from College on a hockey scholarship, William was brought up in the industry from a young age. His passion for building projects, relationships, and his relentless desire to exceed client expectations is apparent from the moment you meet him.

STAFF TO BE ASSIGNED TO PROJECT			TEAM ALLOCATION	
NAME	TITLE	YEARS WITH FIRM	PRECON	CON
JOHN KALAF	PRINCIPAL IN CHARGE	21	10%	10%
MATT D'AMADDIO	PROJECT EXECUTIVE	5	10%	10%
FRANK REBECKY	VP OF FIELD OPS	22	25%	20%
JEREMY WARNER	DIRECTOR OF PRECON	3	30%	AS NEEDED
VANNA LANH	SAFETY / QAQC	19	25%	AS NEEDED
RUDY CELESTIN	PROJECT MANAGER	2	5%	50%
WILLIAM FREESWICK	SR. SUPERINTENDENT	1	5%	100%



5.1.2. CURRENT RESUMES LISTING PROJECT EXPERIENCE



JOHN KALAF, CGC

Principal In Charge



PROFESSIONAL QUALIFICATIONS SUMMARY

John brings thirty-nine (39) years of successful project deliveries utilizing the CM at Risk Delivery Method. John's leadership spans 22 years and \$800 million of successful projects with A.D. Morgan. As Principal in Charge, John will be responsible for the leadership of all project team members throughout the delivery of the project to ensure a successful delivery measured by safety, quality, schedule compliance and client satisfaction. John's involvement will start immediately after the project award and will continue through pre-construction, construction, and project closeout phases. John's extensive successful experience delivering projects and will bring the necessary experience and leadership required to successfully deliver the project under the most critical conditions.

EDUCATION

University of Florida
B.A. in Building Construction

39
Years of
Experience

17
Years with
other firm
22
Years with
A.D. Morgan

REGISTRATIONS

Certified General Contractor
Certified Building Inspector
OSHA Certified
First Aid/CPR



MATTHEW D'AMADDIO

Project Executive



PROFESSIONAL QUALIFICATIONS SUMMARY

Having spent 10 years as an Operations & Project Manager with two of the largest construction managers in the country before joining A.D. Morgan in 2017, building for some of the highest profile clients in the industry including Nike, Boston University, Jones Lang Lasalle, Tribeca Associates and Boston Properties, Matt's expertise delivering complex projects with schedule certainty will bring tremendous value to your project. Having delivered new construction projects for some of the country's most notable institutional clients, Matt's schedule expertise will remove significant risk from the project. Matt will also work diligently during the pre-construction process to ensure local subcontractor participation and maximize community awareness.

RELATED PROJECT EXPERIENCE

ROLE

COST

SIZE

Polk Co Schools – Bartow Sr. High Phase II	Program Dir	\$30,025,575	148,000 sf
Pinellas Co. Schools – Tyrone Middle School	Program Dir	\$30,829,308	132,615 sf
Polk Co. Schools – Kathleen Middle School	Program Dir	\$5,100,000	26,530 sf
Pinellas Co. Schools – Midtown Academy	Program Dir	\$15,659,201	75,000 sf
Pinellas Co. Schools – San Jose Elementary	Program Dir	\$2,951,949	56,000 sf
Hillsborough Co. Schools - Davidsen Middle School	Program Dir	\$3,500,000	HVAC
Polk State College – Ropes Course	Program Dir	\$274,027	Two-story, 16-obstacle
GT Bray Park	Program Dir	\$2,200,324	Various
City of Zephyrhills New City Hall	Program Dir	\$6,500,000	21,430 sf
Marion County Schools - Continuing Contract	Program Dir	\$5,256,264	Various

EDUCATION

Hofstra University
Business Management | Finance
- 2010 Grad

13
Years of
Experience

5
Years with
A.D. Morgan

REGISTRATIONS

OSHA Certified
First Aid/CPR



FRANK REBECKY, CGC

Sr. Superintendent / VP of Field Ops



PROFESSIONAL QUALIFICATIONS SUMMARY

Frank has 55 years' experience and spent 32 years as the Owner/President of a concrete & masonry company (Rebecky Masonry) prior to joining A.D. Morgan. As VP of Field Ops, Frank oversees day-to-day operations of the on-site construction activities for projects. Frank ensures projects are operating in the most cost effective and efficient manner. He also participates in the review of constructability, phasing, and scheduling during the pre-construction phase. Frank has received numerous awards for quality construction throughout his career including the 3rd most significant architecture in the State of FL in the past 100 years as recognized by the State AIA (American Institute of Architects), the Baughman Center at the University of Florida. Additionally, Prior to being Promoted to Vice President, Frank Served as the Senior Superintendent on the Polk State College Center for Public Safety.

EDUCATION

Two Year College
Construction Engineering
Technology

55
Years of
Experience

32
Years with
other firm
23
Years with
A.D. Morgan

REGISTRATIONS

Rotary
General Contractor
OSHA Certified
GCBX



VANNA LANH, CGC, LEED ADVISOR

Quality Control / Safety Manager



PROFESSIONAL QUALIFICATIONS SUMMARY

Vanna spent fourteen years in the Army Corps of Engineers prior to spending the last twenty-three years in the construction industry as a Civil Engineer, Project Manager and Quality/Safety Director. Vanna works closely with The A.D. Morgan Project Team during the pre-construction and construction phases to develop project specific safety strategies, project specific quality control programs and provides ongoing safety and quality compliance support for all A.D. Morgan projects.

ADDITIONAL ACTIVE REGISTRATIONS

Fall Protection Competent Person/Trainer,
Indoor Air Quality Expert, Registered
Rooftop Observer

RELATED PROJECT EXPERIENCE

RELATED PROJECT EXPERIENCE	ROLE	COST	SIZE
Polk Co. Schools – Bartow Sr. High Master Plan	Safety / QAQC	\$30,025,575	148,000 sf
Pinellas Co. Schools – Tyrone Middle School	Safety / QAQC	\$30,829,308	132,615 sf
Polk State College – Center for Public Safety Training	Safety / QAQC	\$23,722,926	104,000 sf
Zephyrhills Public Library	Safety / QAQC	\$2,200,000	8,463 sf
Pasco Co. Schools – CNG Fueling Station	Safety / QAQC	\$3,200,000	CNG Fueling
Pinellas Co. Schools – Midtown Academy	Safety / QAQC	\$15,659,201	75,000 sf
New River Elementary School	Safety / QAQC	\$15,800,000	92,000 sf
Double Branch Elementary School	Safety / QAQC	\$14,400,000	92,000 sf
Memorial Elementary School	Safety / QAQC	\$14,400,000	100,000 sf
City of Zephyrhills New City Hall	Safety / QAQC	\$6,500,000	21,430 sf

EDUCATION

University of Florida
B.S. in Civil
Engineering Technology

39
Years of
Experience

19
Years with
other firm
20
Years with
A.D. Morgan

REGISTRATIONS

Certified Stormwater
Mgmt Inspector
LEED AP/Green Globe
OSHA Certified
First Aid/CPR



JEREMY WARNER, CGC, LEAP AP

Preconstruction Director



PROFESSIONAL QUALIFICATIONS SUMMARY

Jeremy's professional career in the construction industry spans twenty-two (22) years with a focus on construction management at risk for Public Educational Facilities throughout Central Florida, both K12 and Higher Education. Through his career Jeremy has risen from Project Superintendent, Estimator, to Sr. Estimator and has been an Estimator for the past twenty-three (23) years, three (3) of which with A.D. Morgan. As your Sr. Estimator, Jeremy will serve as the pre-construction leader working closely with the team through market cost analysis, conceptual estimating, schematic estimating, project schedule development, value engineering, life-cycle cost analysis, constructibility reviews, and provide on-going cost savings opportunities. Ultimately, Jeremy will develop the final GMP.

RELATED PROJECT EXPERIENCE

ROLE

COST

SIZE

Polk Co. Schools – Bartow Sr. High Master Plan Phase II	Precon Dir	\$30,025,575	148,000 sf
Pinellas Co. Schools – Tyrone Middle School Renovation	Precon Dir	\$30,829,308	132,615 sf
St. Petersburg College Student Center	Precon Dir	\$25,000,000	-
Tarpon Springs Middle School HVAC Renovation	Precon Dir	\$10,700,000	-
John Young Elementary School	Precon Dir	\$10,500,000	100,000 sf
Pinellas Co. Schools – Midtown Academy	Precon Dir	\$15,659,201	75,000 sf
Jones High School Capital Improvements	Precon Dir	\$9,000,000	250,000 sf
Quail Hollow Elementary School Renovation	Precon Dir	\$9,000,000	100,000 sf
GT Bray Park	Precon Dir	\$2,200,324	Various
Polk Co. Schools – Kathleen Middle School	Precon Dir	\$5,100,000	26,530 sf

EDUCATION

Southern Illinois University
at Carbondale
Bachelor of Arts

23
Years of
Experience

20
Years with
other firm
3
Years with
A.D. Morgan

REGISTRATIONS

Rotary
General Contractor
OSHA Certified
GCBX





RUDOLPH CELESTIN

Project Manager



PROFESSIONAL QUALIFICATIONS SUMMARY

Rudy has been working in the construction industry for over 22 years and have worked on a diverse array of project types. As Project Manager, his management responsibilities involve both the pre-construction and construction phase of the project. During pre-construction he assists in the development of the project schedule, constructability, and coordination of the subcontractors. In the construction phase he supports the superintendent with all subcontractor contract administration, updates all management logs, prepares all reports, updates the schedule, and prepares the payment applications for the Owner.

RELATED PROJECT EXPERIENCE

RELATED PROJECT EXPERIENCE	ROLE	COST	SIZE
500 Brickell, Miami, FL	PM	\$150,000,000	1,700,000 sf
New World Symphony Campus Expansion, Miami Beach, FL	PM	\$130,700,000	106,000 sf
Ritz Carlton, Ft. Lauderdale, FL	PM	\$94,000,000	750,000 sf
Mark Project	PM	\$89,700,000	413,000 sf
Vue Condominium, Sarasota, FL	PM	\$85,600,000	350,000 sf
Brickell on the River North, Miami, FL	PM	\$53,000,000	750,000 sf
Leon Goldstein High School, Long Island City, NY	PM	\$47,000,000	132,000 sf
Hyatt Hotel, St. Petersburg, FL	PM	\$36,000,000	185,000 sf
Tempo at Encore, Tampa, FL	PM	\$29,000,000	256,000 sf
FDR High School, Long Island City, NY	PM	\$8,000,000	-

EDUCATION

Illinois State University
Construction Management

6

Years of
Experience

4

Years with
other firm

2

Years with
A.D. Morgan

REGISTRATIONS

OSHA Certified
First Aid/CPR



WILLIAM R. FREESWICK

Superintendent



PROFESSIONAL QUALIFICATIONS SUMMARY

Will has over 5 years of commercial construction experience. His previous experience was leading overseeing timeline and execution of luxury Manhattan condominiums. He is an experienced leader and has mentored Interns/foreman, liaison with design teams and subcontractors to ensure high quality materials and service. His responsibilities include developing and enforce project schedules for timely and cost efficient completion, track daily and weekly progress reports to share with all stakeholders, and ensuring compliance with safety regulations.

RELATED PROJECT EXPERIENCE

RELATED PROJECT EXPERIENCE	ROLE	COST	SIZE
540 6th Avenue -LandSea Homes/DNA,	Asst. PM/Super	\$45,000,000	65,000 sf
415 W 120th Street -PEBB Capital/Collegium	Asst. PM/Super	\$30,000,000	40,000 sf
165 Mercer Street -Flank	Asst. Super	\$18,000,000	10,000 sf
221 W 77th Street- Naftali Group	Asst. Super	\$60,000,000	90,000 sf
540 6th Ave FORENA Sale Gallery	Super	\$400,000	2,000 sf

EDUCATION

Montclair State University, 2013
Bachelor's Degree, Criminal Justice
Studies

5

Years of
Experience

4

Years with
other firm

1

Years with
A.D. Morgan

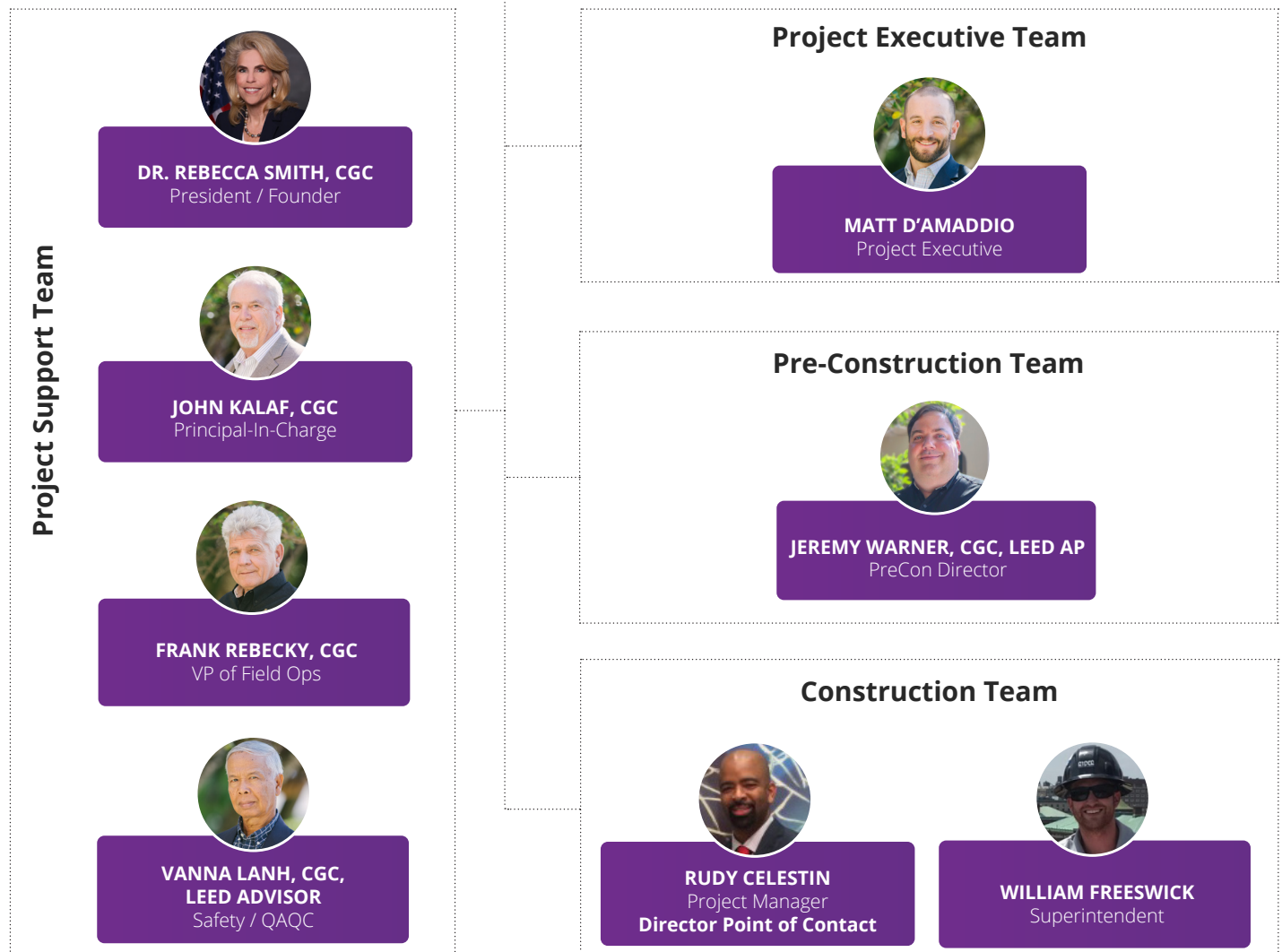
REGISTRATIONS

OSHA Certified
First Aid/CPR

5.1.3 - 5.1.4 - LEADER OF CONSTRUCTION TEAM / ORGANIZATIONAL CHART

PROVEN PROJECT LEADERSHIP

From the date of project award through final completion of the project, Vice President | Project Executive John Kalaf will serve as the primary leader of the construction team. John will serve as the primary point of contact and will hold ultimate responsibility in meeting the contract requirements. John brings an outstanding working relationship with the City of Zephyrhills and has served for you previously as the leader for your new City Hall and new Public Library projects. Additionally, John brings a tremendous working relationship with Furr | Wegman & Banks Architects having delivered six very successful projects including the Polk State College Center for Public Safety, and most recently, the Bartow Senior High School phased campus remodel and renovation project.



5.2 – PRE-CONSTRUCTION PHASE SERVICES

5.2.1. LIST OF SERVICES FIRMS PROVIDES FOR CONSTRUCTION MANAGEMENT OR GC SERVICES

PRE-CONSTRUCTION – ESTABLISHING & MAINTAINING BUDGET CONTROL

As your Construction Management partner, we will be working hand in hand with the City of Zephyrhills, Furr | Wegman & Banks Architects, and their design consultants each step of the way, from pre-construction through construction, and closeout, to ensure complete budget control and containment. The pre-construction collaboration and bidding phase of your new park The Backyard will be the first, and most important phase of establishing and maintaining budget control, while achieving the overall design intent for the project. **Establishing real-time market cost analysis, procurement and schedule data will be imperative considering the volatile market conditions being faced by supply chain impacts around the globe.** Our team has taken innovative measures to perform market studies through subcontractor and vendor relationships which allow us to generate accurate market cost forecasts. This gives us the ability to rapidly provide information to facilitate timely cost related decisions and allows our owners and design team to move forward with confidence and without delay.

DESIGN MILESTONE COST ESTIMATING

It has been communicated to the CM Firms that Furr | Wegman & Banks Architects will be the prime design firm for your new facility. **This is great news as we have a well-established working relationship with Furr | Wegman & Banks (FWB) and are delivering projects together right now! With an anticipated CM award to occur in early October, we plan to begin our dialogue with FWB as soon as we have an intent to award letter.** We will be able to quickly analyze the design options and quickly provide real-time market cost feedback, identify long lead equipment to ensure availability and develop a plan for alternative material options, if needed. Our understanding is the Schematic Design process is currently under way and the first phase will be complete around the time of CM Contract approval. This is an ideal point for our team to jump in and start design milestone cost estimating and reporting process. At the designated design phase milestones, A.D. Morgan will provide milestone estimates and provide an updated conceptual construction schedule associated with each design update. Milestone Estimates typically will be developed at the completion of Schematic Design (SD), Design Development (DD), 50% - 70% Working Drawings, and at

the completion of Construction Documents (90%- 95% CD's) to ensure that the budget has been contained in each phase before continuing the design. Our objective is to ensure the design intent and scope is maintained at or under your budget throughout design; before going back out to the subcontractor market for final bids. If there is a budget or schedule challenge, we will work closely with the Design Team to find innovative solutions to maximize the allowable budget and streamline the schedule.

SYSTEMS LIFE CYCLE COST ANALYSIS

Early in the design process we carefully evaluate not only the initial cost, but also the long-term life cycle cost of a project. By thoroughly analyzing functionality, durability, availability, and maintenance costs, we offer solutions that provide the best long-term value and satisfaction to the city. This process explores possibilities and identifies the alternatives with the optimum total cost to buy, own, and operate. A life cycle cost analysis is provided to predict the break-even and payback schedule on the whole cost of a system under the same performance demands. The demands are measured based on real-time use and consumable cost records of comparable facilities and spaces, applied to each system. It is ultimately a data-driven decision process to optimize the future operating cost of your new facility and is employed during the design phase when the magnitude of the systems is determined to impact the budget goals and requirements.

PRE-CONSTRUCTION - CONSTRUCTIBILITY ANALYSIS

For a sports & recreation facility such as this one, we cannot take one size fits all approach to constructability review; we will customize our program specifically for the operational needs of the facility. We will perform stand-up reviews major project components such as HVAC systems and equipment, electrical and lighting systems, flooring systems, and focus our study on the areas that need to sustain the most use. Our constructability analysis will provide a study of the facility through review of the documents to identify potential problem areas that may impact achieving optimum functionality of the facility. We will evaluate level of use, durability, flexibility, and integrity for each major component to ensure we deliver the quality that meets and exceeds the programmatic needs of a facility such as this one.

MAXIMIZING DIRECT PURCHASE SALES TAX SAVINGS

95% of A.D. Morgan's clients are public and governmental agencies throughout Florida who utilize direct purchase sales tax savings and we are very familiar with the City of Zephyrhills direct purchase process. We will work closely with the city to ensure we maximize sales tax savings through Direct Purchase Order process. With this facility being a pre-engineered metal building, with substantial electrical and HVAC packaged, there will be a

great opportunity to maximize savings through the direct purchases of the steel building, HVAC, electrical, roofing, and even plumbing fixture packages.

MANAGING COST ESCALATION FROM VOLATILE CURRENT MARKET CONDITIONS

Construction, particularly throughout the Central Florida region, is a dynamic marketplace where time and cost is regularly fluctuating so having real-time market information essential. This issue has only been exacerbated by with the impact of COVID-19. To manage market volatility A.D. Morgan proactively seeks out supply chain information from our trade partners, vendors, and distributors to understand the current and anticipated state of cost impact and availability, lead times for procurement. We combine this data with the information for owner supplied equipment, FFE and services to ensure continuity throughout the master schedule logic.

5.2.2. DEFINE VALUE ENGINEERING AND GIVE 2 EXAMPLES

A.D. MORGAN'S DEFINITION OF VALUE ENGINEERING "A SYSTEMATIC APPROACH TO PROVIDING ALL THE NECESSARY PROGRAMMATIC, AND SYSTEMATIC REQUIREMENTS OF A PROJECT AT THE LOWEST COST"

A.D. MORGAN'S APPROACH TO VALUE ENGINEERING

As part of our pre-construction phase services, A.D. Morgan will continually analyze and provide list of value engineering / cost reduction options on an on-going basis for the team's consideration. We will provide a comprehensive log of alternate materials, equipment, and systems along with their associated cost savings. These items will be reviewed by the entire team and those that are selected will be incorporated into the design. **It is imperative to note that our approach to value engineering does not result scope reduction!** Our process for value engineering is aimed to provide you with the entire intended design for the best value. As we develop Value Engineering concepts, we evaluate them for merit based on a specific criterion: **Quality Impact vs. Value Offered, Initial Cost Savings vs. Life-cycle Cost Benefit, Potential Design & Time Impact.**

EXAMPLE 1: POLK STATE COLLEGE CHAIN OF LAKES COLLEGIATE HIGH SCHOOL

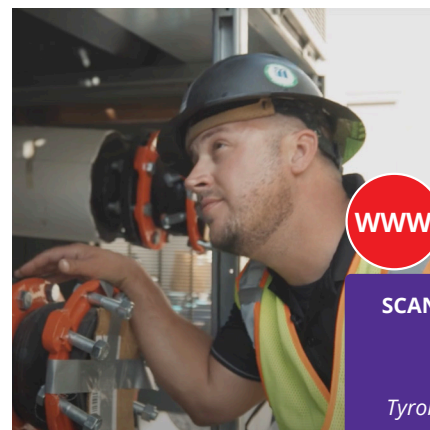
Below is a recent example of a value engineering exercise we performed for Polk State College on the Chain of Lakes Collegiate High School. We identified \$985,362 (28%) of value engineering options on a total project budget of

\$3.5M. Ultimately, the Owner elected to select \$338,258 of the options. The important element to consider is that not one of the value engineering options that were suggested reduced the scale or scope of the project.

DESCRIPTION	ORIGINAL COST	REDUCED COST	SAVINGS TO OWNER
Change Metal Roof to Single Ply	\$182,624	\$77,215	\$105,409
Reduce Clerestory by 2.5%	\$125,580	\$100,000	\$23,580
Revise Ceramic Tile to VCT	\$5,681	\$1,617	\$4,064
Revise Linoleum to VCT	\$12,675	\$2,925	\$9,750
Paint Wainscot ILO Tile Walls	\$11,250	\$3,000	\$8,250
Use CPVC / PEX ILO Electronics	\$83,500	\$73,260	\$10,240
Use Std. Flush Valves ILO Electronics	\$11,000	\$8,200	\$2,800
Use Alternative Bldg. Control Systems	\$214,700	\$145,000	\$69,700
Eliminate Raceways / Use Trays	\$27,890	\$18,732	\$9,158
Use Std. Lighting ILO LED Lighting	\$78,360	\$53,360	\$25,000
Use Occupancy Sensors ILO OLS	\$48,950	\$28,955	\$19,995
Change Auto Doors to Manual Doors	\$23,450	\$13,650	\$9,800
Use Solar Film ILO Tinted Glazing	\$34,500	\$23,000	\$11,500
Use ACT Ceiling ILO Drywall - Dining Area	\$7,200	\$4,988	\$2,212
Modify Drywalls Details / Light Covers	\$20,100	\$11,600	\$8,500
Reduced VAV Terminals from 22 to 10	\$13,200	\$6,000	\$7,200
Revise DMV Piping to non-Chem Rated	\$32,000	\$23,900	\$9,100
TOTAL VE IDENTIFIED \$985,362		TOTAL VE SELECTED \$338,258	

EXAMPLE 2: TYRONE MIDDLE SCHOOL

We have chosen Tyrone Middle School to provide an example of how we develop solutions to help achieve the projects budget and preserve the entire design intent. Early in the design phase we discovered the project was budget challenged. We immediately began investigating options to optimize specific scope items to bring the project within an acceptable budget while maintaining the original design intent. One of the many cost savings considerations presented by our team during the schematic design phase was the consideration of combining three proposed new single-story classroom buildings into a single large, two-story classroom building. This option-maintained Rowe Architects original design intent of connecting the two campuses through what is known as the "Scholar Street" concept and reduced the estimated cost of construction by more than 7%! Additionally, through a collective team effort at the design development phase, we were able to develop ninety-eight (98) value engineering options worth nearly \$2.3 million of savings, of which \$732K were accepted all while preserving the original design intent for Tyrone Middle School's major renovation.



SCAN THE QR CODE OR VISIT...
tinyurl.com/39cmcsr5
for a job-site tour with
Super David Schmitt at
Tyrone Middle School Renovation

5.2.3. – DESCRIBE THE PROCESS TO BE USED TO OBTAIN A GUARANTEED MAX PRICE AND FOR PROVIDING BONDING FOR THE PROJECT

ASSEMBLING THE MOST QUALIFIED TEAM OF SUBCONTRACTORS

We place a tremendous emphasis on curating a list of highly qualified subcontractors whose expertise fits the scope requirements of the project well in advance of bid day. As a regional Educational Construction Leader, we are regularly able to develop 5-6 qualified subcontractors for each of the major trades for our educational projects. This ensures the most competitive bidding environment ultimately driving best value for the project upon final GMP. A critical element to our success in developing our database of qualified subcontractors is our on-going engagement program known as, 'Opportunity Knocks Today'. Through this program we engage with the local and W/MBE subcontractor market at a project specific level to inform them early and often of the upcoming bidding opportunity. In fact, our virtual 'Opportunity Knocks Today' subcontractor outreach program has proven to be very successful, despite being restricted from physical gatherings due to COVID-19. **Our most recent virtual outreach event for Bartow Sr. High School (a project with FWB) yielded excellent results with 63 participating subcontractor firms. Upon bid day we received over 150 bids, 21 of which were from M/WBE firms and the final GMP resulted in 56% local subcontractor participation and 26.8% M/WBE subcontract participation.**

EFFECTIVE BID PACKAGE ADMINISTRATION & GMP DEVELOPMENT

Developing detailed bid packages with finely developed scopes of work is a critical element to assembling a watertight final GMP. Our Pre-Construction and Construction team initiates this process by thoroughly reviewing the construction drawings and specifications to assess any clarifications needed prior to issuing bid packages. Once the documents have been thoroughly vetted for the desired scope, we then perform an in-house take-off using a sophisticated bidding software known as On-Screen Take Off. This software allows us to quantify all materials, methods and labor associated with pricing the project. From this take-off we are then able to individualize the data and incorporate it in each trade subcontractor bid-package. Our comprehensive bid-packages provide our pre-qualified subcontractors, vendors, and tradesmen with a descriptive narrative of

the specific scopes, schedule, site logistics, City Direct Purchase Sales Tax Savings requirements, and the quality control requirements to achieve the finished product. This process enables us to verify that our subcontractors have included all aspects of the scope in their proposals and eliminates scope gaps and scope overlaps. As mentioned previously, our bid packages include the project master schedule and contract agreement documents. Our process requires each respective bidder to acknowledge and agree to the project schedule as well as the contract terms for which they will operate under. **This eliminates opportunities for non-conformance to the schedule and expedites the contracting process once a subcontractor is determined to be successful.** Our process also includes Pre-bid conferences with each trade where we review in detail: scope, project logistics, schedule, plans and specifications, quality control and safety procedures and contract documents. Once we've collectively determined the successful subcontractors, the final guaranteed maximum price (GMP) will be developed and prepared for submission to the city. The GMP submittal includes copies of all the subcontractor bids, the bid tabulations, a statement of the project scope, a listing of the contract documents by reference and date and finally, a detailed cost proposal by division. Additionally notes, exceptions, alternates and unit prices are included as they apply.

BONDING

99% of A.D. Morgan's projects are for municipal, and or government agencies which require A Rated bonding. A.D. Morgan has a single project bonding capacity of \$80,000,000 and an aggregate bonding program of \$120,000,000 with a current available bonding capacity of \$65,000,000.

SUBCONTRACTOR BONDING

As a corporate practice, A.D. Morgan bonds all major subcontractors on a project at the level, and at the requirement of the client. We believe this protocol improves the level of accountability and quality of subcontractors and provides additional assurance the project receives the level of attention required from subcontractors.



5.3 – PLAN CONSTRUCTION PHASE

5.3.1. – COST MANAGEMENT PLAN

As described in section 5.2, the cost management and cost containment processes are established and managed throughout preconstruction phase and is carefully refined through our systematic preconstruction process up to when we establish the final Guaranteed Maximum Price (GMP). Once we arrive at our approved GMP, the budget is locked in, and **we transition into the construction phase** where our construction phase team utilizes A.D. Morgan's **systematic construction phase cost management processes. It is important to emphasize, the cost of the project WILL NOT exceed the value of the approved GMP, unless the City requests additional scopes of work that exceed your owner contingency.**

FREQUENT CONSTRUCTION PHASE FINANCIAL FORECASTING

Frequency is critical to accuracy, which is why our project management teams take a proactive approach to cost management and tracking throughout the course of construction. On a monthly basis, the project management team updates the 'anticipated cost report' which is a statement of the current and anticipated financial position of the project as related to the cost of construction. It includes costs committed to date on a trade-by-trade basis and those anticipated to complete the project. The report also contains the trade-by-trade cost of the approved budget so that a comparison can be made, to highlight any variance from the approved budget. It provides for timely administration of the trade contracts and efficient management of the project costs. The anticipated cost report also indicates the amounts paid-to-date to each trade contractor allowing us to monitor the "financial health" of the entire project.

5.3.2 – DESCRIBE CHANGE MANAGEMENT PLAN

MANAGING CHANGE REQUESTS

We constantly strive to eliminate unnecessary or unjustified change order costs. During construction, our integrated construction effort allows us to more seamlessly solve potential issues to avoid change orders. At the weekly Owner, Architect, Contractor (O.A.C.) meetings, budgetary issues will be discussed to ensure that the project budget remains intact. A.D. Morgan will track the costs associated with any additional scope that may be added by the City, and our team will update the budget whenever there is an owner requested change to

not miss any charges that will cause issues as the project progresses.

In the case that a change order request is tendered by a subcontractor, we first evaluate it for validity and make efforts to mitigate / resolve the request. If the request has validity; we then investigate the material and labor costs (both rate and hours). We finally verify the overhead and profit costs to be aligned with the limits of the contract and discuss the claim with the City for review and approval. We include a written statement from our Project Manager to explain the request, which offers the reasoning for its consideration. Our portfolio of repeat clients reflects our genuine commitment to protecting our partners' financial interests.

5.3.3. – PROCUREMENT PLAN

In today's current market environment, developing a project specific strategic procurement plan is more important than ever! With pre-engineered metal building systems with 6–8-month lead times, Poly-Iso roofing insulation and roof fasteners with 12-month lead times, it is imperative we identify the major systems for the new facility in the earliest phases of design. To maximize cost efficiency, and continuity of schedule we will also look to evaluate all possibilities for an early release GMP package for long lead elements of the project such as the pre-engineered building structure, and roofing materials. This will allow us to begin the procurement cycle while we are concurrently completing the design and final GMP development phase.

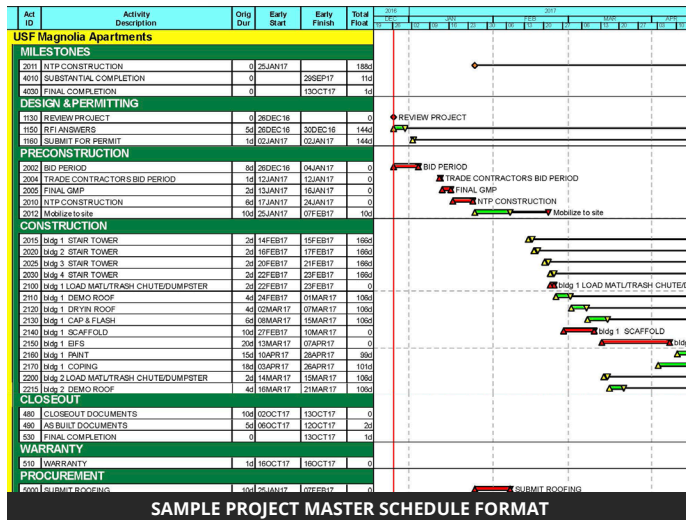
5.3.4. – SCHEDULE MANAGEMENT PLAN

A.D. MORGAN SCHEDULING TECHNOLOGY & METHODOLOGY

At A.D. Morgan, we utilize Oracle's Primavera P6 scheduling software as our project master scheduling tool. This powerful tool allows our team to take control of the project beginning in the design and preconstruction phase and guide it to a successful finish when we hand you the keys. The Critical Path Method (CPM) is used with the support of Primavera P6 Software to generate a comprehensive task matrix of priorities, assign dependent activities and responsibilities. This flexible and accurate system allows for quick adjustments to handle any scheduling challenge that may surface.

Our comprehensive CPM scheduling methodology includes work breakdown structures which provide us the ability to sort and subnetwork by Area of the project,

design phase activities, procurement activities, Trade activities by company, and Section. Beginning in the pre-construction phase, our Teams identify long-lead and prefabrication production durations for materials, equipment, and components. Specialized systems, materials and project elements are tracked by our management and pre-construction staff daily, so we can provide extremely accurate projected durations for off-site production and delivery activities. We then organize the CPM into workflow schedules to be used and tracked during the following periods of every project.



SETTING THE SCHEDULE FOR CONSTRUCTION

Once the Guaranteed Maximum Price (GMP) is established, the master schedule is set as the benchmark for the remainder of the project. Our schedule works as the detailed plan for construction and includes every pre-construction and construction activity including, procurement, shop drawings, inspections, and closeout activities. Milestone dates are also highlighted for user convenience. We regularly communicate milestone dates to the entire team to make sure that the project is tracking as planned. The master schedule is updated a minimum of twice a month; unless it is determined more frequent updates are needed.

THREE WEEK LOOKAHEAD

Throughout the construction phase our project team utilizes short interval scheduling methodology to ensure communication and accountability. This is done through use of a project specific three-week look ahead schedule. The three-week lookahead ensures all subcontractors are proactively planning, communicating, coordinating, and accurately determining manpower requirements, material deliveries, resource requirements on a daily and weekly basis. The three-week lookahead also serves as a powerful communication and planning tool to coordinate construction activities around on-going campus activities.

5.3.5 - SUBCONTRACTOR MANAGEMENT PLAN

As mentioned previously, at the subcontractor bidding phase, every subcontractor is required to acknowledge and agree that they will sign A.D. Morgan's master contract agreement if awarded. Within our master contract agreement, all contract document procedures, project accounting procedures, and dispute resolution terms are defined, and the subcontractors are required to agree to our contract terms.

5.3.6 - CLOSEOUT MANAGEMENT PLAN

The final phase of the project includes completion of construction, the training of the Owner's facility's staff, and the turn-over of the as-built documents, warranties, project photos, and records as outlined in the contract documents and as per the guidelines of the city's facilities department and staff.

The compilation and submittal of the close out documents are done very efficiently. We begin the collection of these documents during the construction phase as each subcontractor mobilizes to the site. Final warranty documents are requested as the date of substantial completion is set. The information is submitted in both hard copy and CD.

The building stock material is collected and stored during the life of the project as well as at the end of the job, marked and turned over to Facilities for storage in the area designated for this project and we are prepared to assist in moving these materials as requested. A.D. Morgan - Facility Services will provide a comprehensive Assessment Report of all Site-Fixed-Operating Systems to be used as the baseline to manage the Facility and extend its expected useful lifespan.

The final pay-request, final lien waivers and other financial documents are compiled, bound, and submitted for review and approval.

AD Morgan proudly stands behind our one-year warranty period. Additionally, based on our commitment to building and sustaining long-standing relationship with our clients, we remain prepared to assist with any issue that may arise beyond the one-year term. **As a result of our commitment to client service excellence, we are proud to say that 93% of our business comes from repeat clients, like the City of Zephyrhills!**

5.3.7 – QUALITY ASSURANCE PLAN

QUALITY CONTROL & QUALITY ASSURANCE

One of the most critical elements to an effective Construction Management project delivery is the implementation and enforcement of a project specific quality control program during construction. This is to ensure the work is done right the first time, every-time; eliminating costly rework and maintaining the schedule. To accomplish this, we bring forward the quality control review established in the design phase and implements a detailed project specific quality control program with each trade to guarantee the highest levels of craftsmanship. The A.D. Morgan project specific quality control employs the Initial QC Process and the Follow-up QC Process and is managed by the Project Superintendent and our Quality Control Manager, Vanna Lanh.

The Initial QC Process is performed at the beginning of each definable feature of work. This process involves systematic steps which includes reviewing of the detailed plan for installation prior to installation, define the required result per contract documents and inspection requirements, inspect the preliminary work for conformance, document and log the installation.

The Follow-up QC Process is to perform daily checks to assure continued compliance with workmanship established at the Initial QC process, including assurance of continuous compliance with contract drawings and specifications and daily control testing. All quality inspection logs are tracked in PROCORE, this way at the end of the project you have a complete record of the QC through the project.

FIELD MOCK-UPS

When appropriate, we require certain trades subcontractors to develop mock-ups prior to beginning installation. This process benchmarks the quality expectation for a definable feature of work and establishes accountability amongst the trades before the work begins.



REJECTION OF NON-CONFORMING WORK

Any work that is found to be non-conforming will be promptly rejected. Our subcontract requires that corrective action be taken within 24 hours of notification of rejection.

5.3.8 – MOLD PREVENTION PLAN

A.D. Morgan will employ our Quality Control Manager, Vanna Lanh - Certified Mold Remediation Expert to ensure the highest level of testing and quality is delivered.

5.4 – SAFETY

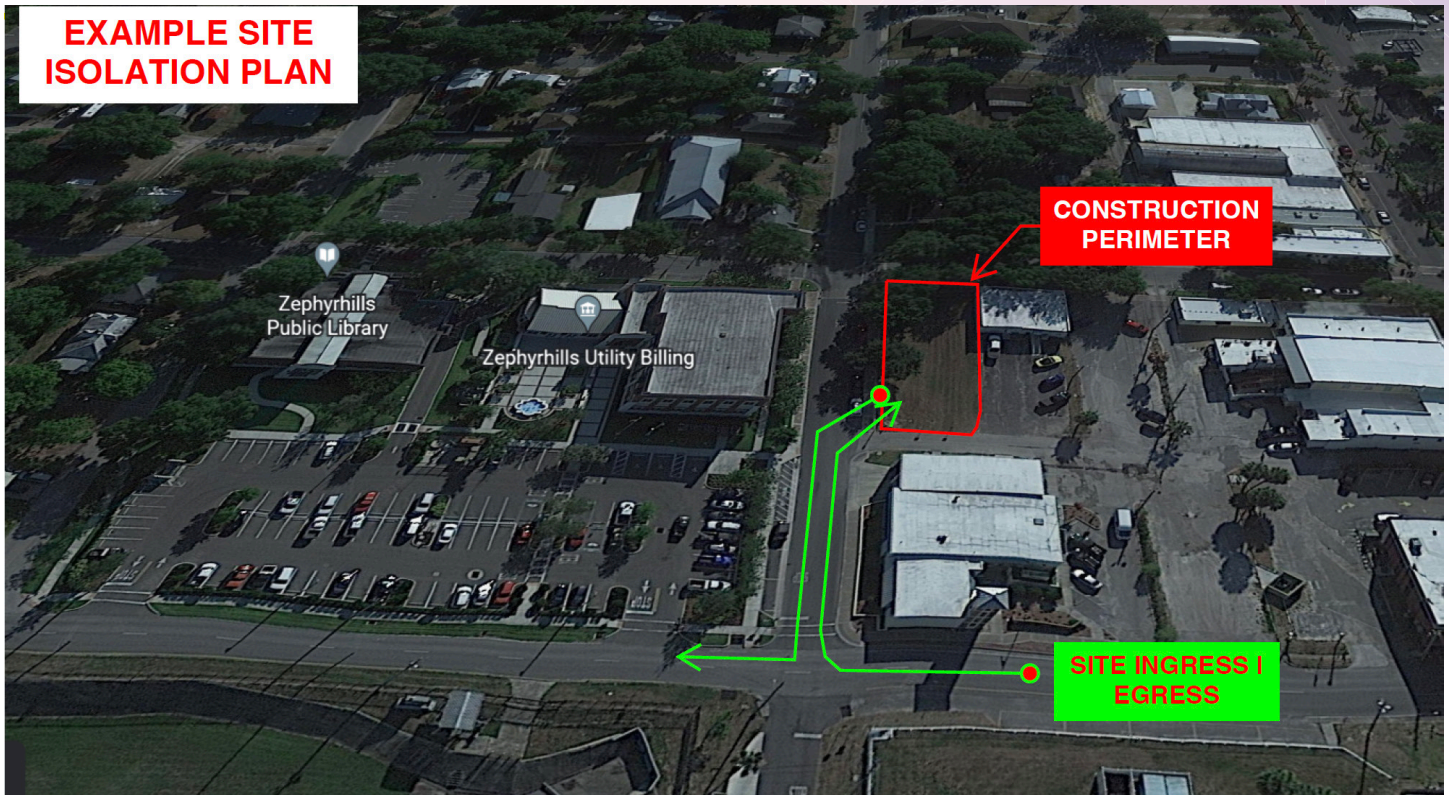
5.4.1 – DESCRIBE YOUR SAFETY PLAN

Risk is inherent throughout the course of any construction project. Therefore, the primary focus above all else is **SAFETY**. The safety of your staff as well as the safety of our construction personnel. The good news, we do this every day! A.D. Morgan has successfully been delivering complex construction projects for 33-years and has had an almost flawless safety record. We OWN this responsibility and ensure nothing short of perfection. This commitment is reflected by our A+ EMR Rating of .77. Our substantiated reputation for delivering complex projects in a safe, organized manner provides our clients with the confidence to entrust our team with the wellbeing of everyone that steps foot on to our jobsite.

For your new park The Backyard project, A.D. Morgan's Executive leadership Staff and Project Team will ensure the implementation of a project specific safety plan, phasing plan, and site management plan that ensures safety.

EFFECTIVE CONSTRUCTION LOGISTICS & SITE UTILIZATION

During the pre-construction phase the team will develop a clear and concise graphic site utilization plan defining all project logistics that outlines the intended use of the site during each phase of the project. This site logistics and phasing plan will consider the existing operational conditions, accommodations for traffic, construction mobilization activities, site logistics, sequence of work, approved site access routes, site safety measures, equipment locations and storage. This is a powerful means of communication and conveys the project plan with project stakeholders that is easily adjusted to accommodate the needs of the building occupants. As an example, we've created a conceptual site logistics graphic to depict what a site logistics plan could look like for the new park The Backyard project:



PROJECT SAFETY ORIENTATION

Our project Safety Manager, Vanna Lanh, and On-Site Superintendent, will be facilitating project specific safety orientation training sessions for all subcontractors prior to commencing work on your project to ensure our safety specifications are upheld by all subcontractors, without exception.

SPECIFIC JOBSITE HAZARD ANALYSIS

Before any subcontractor mobilizes to the site, our Project Teams will have vetted each trade specific activity for potential hazard / risk. Our project teams review each Job Safety Analysis with Safety Director Vanna Lanh and review it for existing condition hazards, activity hazards etc. and create a prevention and management plan for each hazardous task.

WEEKLY TOOLBOX TALKS

To keep safety at the forefront of everyone's mind on the jobsite, our Superintendents hold weekly toolbox talks with all construction staff and subcontractors onsite. Subcontractors are graded weekly by A.D. Morgan on their safety compliance, and this is reported here.

MOCK OSHA SITE SAFETY AUDITS

Project Safety Director, Vanna Lang conducts unannounced safety inspections to audit and guarantee the conditions of all jobsites to surpass the OSHA standard.



5.5. STATEMENT OF WHY YOUR FIRM **SHOULD BE SELECTED**

WHY **A.D. MORGAN?**

There are numerous qualified construction management firms who can certainly build your new “Back Yard” project successfully. However, what we do know for certain, is there is not another firm who can bring the same level of knowledge of your site, your processes and procedures and that will have the same successful track record with Furr, Wegman and Banks. A.D. Morgan has the relationships required to ensure a seamless, collaborative delivery that will most assuredly achieve you’re vision for this project for the best value.

A.D. Morgan has had and has the great privilege of serving the City of Zephyrhills on multiple successful projects including your public library, and your new City Hall and currently, your new SVB Indoor Tennis Facility. Additionally, we will be providing you with many of the same team members who delivered or are working on these projects, including John Kalaf, Matt D’Amaddio, Jeremy Warner and Frank Rebecky.

In today’s challenging market, the value of team chemistry and its ability to encourage collaboration cannot be overlooked. While any firm will be able to construct this project, there aren’t many that can jump in the driver seat and hit the ground running and will work tirelessly to ensure the City of Zephyrhills receives the best project for the best value.



A.D. Morgan brings a tremendous existing relationship with Furr, Wegman & Banks, and specifically with Aaron Banks. In our firm’s history, we have delivered over 10 very successful projects together and we are currently working on three right now! As firms, we know how to work as a team and can ensure a seamless collaborative effort every step of the way.



5.6. APPROACH TO PROJECTS AND ABILITY

5.6.1. – INDICATE IF SERVICES FROM SECTION 2 WILL BE PROVIDED BY APPLICANT OR SUB.

As your construction manager at risk, A.D. Morgan will be operating on the behalf of the City of Zephyrhills, protecting the City's interests every step of the way. **As such, A.D. Morgan will directly be performing all the required services as outlined in section 2 of the RFQ, for the management of the construction of your new park The Backyard. As mentioned previously, A.D. Morgan is bringing to the City an outstanding relationship with Furr, Wegman & Banks which means we will be able to seamlessly integrate and collaborate as effective team players!**

As a true, 33-year-old construction management and general contractor, A.D. Morgan will be developing subcontractor agreements to furnish the direct labor, material, systems, sitework, and finish requirements to provide the city with a new park.

5.6.2 – DESCRIBE SPECIFIC ABILITIES OF THE FIRM

The A.D. Morgan Corporation has been providing Construction Management at Risk, Design-Build and General Contracting services throughout Florida for 33 years. A privately owned and operated construction firm, A.D. Morgan has been recognized as a one of the top Florida based builders of municipal, governmental, civic, commercial, educational and public safety facilities. **We have forged our reputation on our commitment to delivering the highest level of service to our clients established by communication, collaboration, and trust.**

While we provide a wide range of construction and facilities services designed to maximize value – from initial building studies right up handing you the keys – you are always our focus. Our true open book, partnership approach has resulted in measured growth and long-standing customer relationships; **we are proud to say 93% of our business comes from repeat customers, like the City of Zephyrhills**

SUCCESSFUL CITY OF ZEPHYRHILLS PROJECTS (ABOVE)



ZEPHYRHILLS PUBLIC LIBRARY - December 2014



ZEPHYRHILLS CITY HALL - December 2018

A.D. MORGAN'S SIMPLE PHILOSOPHY

A.D. Morgan was founded and has flourished on a single, simple mission, 'We are built on our commitment to deliver excellence, we strive not to be the largest organization in the industry... Simply the very best'. A.D. Morgan delivers with a client centric, collaborative, team focused approach. Our process is built around the vision, needs, and wants of our owners, and end users for any project. We collaborate with the architect, design consultants, and subcontractors to bring that vision to life. This interactive approach ensures the highest quality finished product, with a critical focus on protecting our owners' best interest, every step of the way.

A CONSTRUCTION MANAGEMENT FIRM WITH UNIQUE EXPERTISE

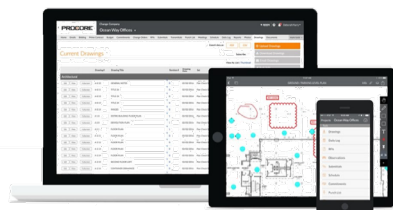
At A.D. Morgan, we recognize that we are only as good as the people that make up our company. Our history of success is a result of the expertise of our highly qualified management and technical staff who are well exercised in the delivery of construction management project for public agency facilities. Additionally, A.D. Morgan actively grows, develops, and hires the best the in our industry. Our team of experienced professionals bring a depth of credentials and qualifications that allow our firm to provide the exceptional level of service to our clients which include:

- Certified Class “A” General Contractor License Holders
- Trained Architect / Civil Engineer
- Licensed Electrician
- Universal HVAC Certification
- Green Globe Professionals
- LEED Accredited Professionals
- OSHA “500” Instructor
- Uniform Building Code Inspector (UBCI)
- Registered Rooftop Observer
- Certified Mold Remediation Expert
- Qualified Stormwater Management Inspector
- Indoor Air Quality Expert
- Southern Building Code Congress International Inspector (SBCCI)
- Green Advantage Environmental Certification
- Doctorate Degree in Facilities Management
- Master of Business Administration

5.6.3. INCLUDE INNOVATIVE APPROACHES

As a local construction management industry leader, we never rest on our laurels, we are always looking for innovative ways to improve the level of service we provide our clients. With the rapid advancement of technology within our industry, we offer our clients the most recent technologies that are in place to enhance the level of quality, schedule certainty, and cost efficiency which include programs such as:

Throughout the course of the project, regular project communications will flow through your on-site project team, primarily the Project Manager. The PM and the project team will be utilizing Procore to administer the project, team resources, and financials on an open, easy-to-use platform, that is designed to support large scale construction projects, and how communication happens. The measurable benefits to the City of Zephyrhills and the project team are:



PROCORE
CLOUD-BASED CONSTRUCTION SOFTWARE

CONTROL – It Will:

- Allow our team to have total control over the life cycle of your project with actionable insights into the project’s status and financials.
- Allow our project team and key stakeholders the ability to access precisely what was built, from any device.
- Increase collaboration and accountability between our team, Design Team and the various City of Zephyrhills Departments involved.
- Track cost updates and project statuses in real-time,

giving City of Zephyrhills total, real-time transparency of the process.

UNIFY – It Will:

- Allow our team to enforce City of Zephyrhills standards, both at our team level, and at the design consultant and subcontracting levels.
- Establish a scalable and centralized workflow across all phases of the pre-construction and construction processes.
- Allow us to collect the same information from all project vendors in a centralized way, that can be easily accessed by our team, and City of Zephyrhills stakeholders, as may be desired.
- Provide centralized reporting for budget and change order information, which will allow us to meet City of Zephyrhills policies and procedures relating to these items, in a faster, more efficient way.
- Allow us to manage a consistent close-out, inspection, and punch process.
- Allow us to maintain consistent document management hierarchies throughout the entire process.

SAFEGUARD – It will:

- Allow our project team to stay ahead of risk, by protecting the entire project team – our team and Polk State College – against surprise costs or schedule delays.
- Facilitate an internal verification and approval workflow for any cost or change order – ensuring seamless adherence to City of Zephyrhills Design & Construction Department policies and procedures and expediting the processing of such request.
- Provide real-time budget and project cost information.
- Eliminate rework and speed up the close-out process.
- Capture a full audit trail and see who did what, when.

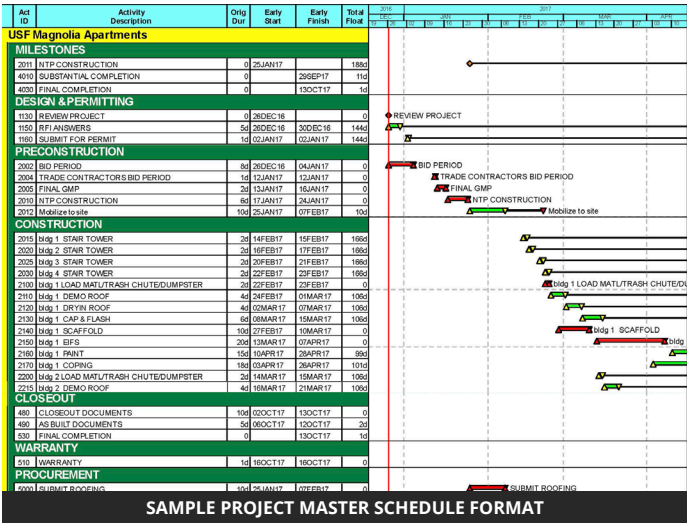
PRECISION QUANTITIES & COST ESTIMATING – ON-CENTER ESTIMATING SOFTWARE

Our pre-construction team will be working diligently to provide real-time cost, schedule, and constructability

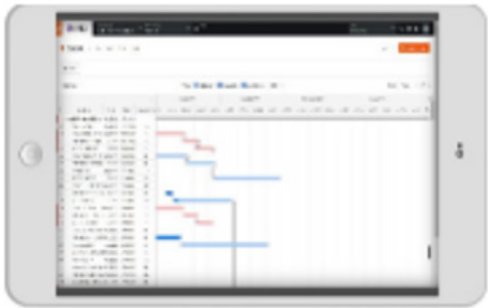
information to allow for fast, data driven decision making. To help facilitate this process our team utilizes On Center On-Screen Takeoff Software. This software system allows our estimating team to generate swift and accurate quantity take-offs. Once we have a baseline established, we apply current market cost information to establish the baseline probable cost estimate to compare each design milestone estimate with. Ultimately our team continues this process as the design is developed and we work towards establishing a final GMP.

SCHEDULING - PROGRAMS & TECHNOLOGY

We utilize Oracle's Primavera P6 scheduling software as our project master scheduling tool. This powerful tool allows our project team to take control by developing a detailed master project schedule. The Critical Path Method (CPM) is used with the support of Primavera P6 to generate a comprehensive task matrix.



Primavera P6 integrates with our Project Management program, PROCORE. This powerful integration tool creates a real-time schedule and planning environment for which our project teams can most effectively communicate and update the projects master schedule. It allows various levels of project forecasting which empowers our teams to most effectively communicate scheduling and manpower requirements with subcontractors. It also allows for complete schedule transparency in real-time for owners and stakeholder review.



360 DEGREE PHOTO AS-BUILT DOCUMENTATION

After construction is complete, it is critically important for your facilities management staff to have access to clear, accurate, as-built information to ensure they are operating efficiently and effectively, with accurate data. Our 360-degree as-built documentation process allows us to GPS tag the construction plans with 360-degree progress imagery throughout the course of construction capturing all concealed rough in conditions as well as systems routing. This allows your teams to access this information as they maintain the facility moving into the future. This technology also acts as an effective progress tracking tool for all project stakeholders who may not be onsite every day.



BUILDING INFORMATION MODELING (BIM) CONSTRUCTION DOCUMENT COORDINATION

As the Design Team works to finish Construction Document detailing required for permitting, bidding and construction, the A.D. Morgan project team will complete coordination reviews to ensure conflicts are identified and eliminated. Our ability to leverage Building Information Modeling (BIM) software and cloud storage ensures that all members of the team are working on the same three-dimensional model in real time and is very effective for coordination with AD Morgan and their subcontractors, particularly the MEP trades.

5.6.4 – QUALITY CONTROL AND QUALITY ASSURANCE PROGRAM

PLEASE REFER TO OUR QA/QC PROGRAM AS DESCRIBED IN 5.3.7

5.6.5 – TIMELINE: PROVIDE A 1 PAGE TIMELINE ON ALL SERVICES TO BE PROVIDED

THE BACKYARD CONCEPTUAL PROJECT TIMELINE			
ACTIVITY	DURATION (WORK DAYS)	START	FINISH
SCHEMATIC DESIGN	25	10/1/22	10/26/22
SCHEMATIC ESTIMATE	10	10/26/22	11/5/22
DESIGN DEVELOPMENT	45	11/5/22	12/15/22
DD ESTIMATE	15	12/15/22	12/30/22
DD - EARLY EQUIPMENT PACKAGE	15	11/5/22	11/20/22
LONG LEAD EQUIPMENT GMP 1	20	11/20/22	12/10/22
RELEASE GMP 1 EQUIPMENT	12	12/10/22	12/22/22
CD'S	35	12/15/22	1/19/23
GMP 2 - FINAL	25	1/19/23	2/13/23
CITY COUNCIL APPROVAL	10	2/13/23	2/23/23
NTP	5	2/23/23	2/28/23
CONSTRUCTION	185	2/28/23	9/1/23

5.7 – ABILITY OF PERSONNEL

REFER TO 5.1.2-5.1.4 FOR RESUMES

5.7.2 – SUBMIT ORGANIZATIONAL CHART DELINEATING KEY PERSONNEL.

REFER TO 5.1.2-5.1.4 FOR ORGANIZATIONAL CHART

5.8 SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS

GT BRAY PARK

Bradenton, FL



Project Scope:

Construction of a new baseball and softball concession buildings, including dugout replacement and sports lighting. This project also includes new backstops for baseball and softball fields.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Jeremy



Vanna



Matt

Role of Contractor

CM @ Risk

Owner's Representative

Manatee County Government
Al Meronek
(941) 748-4501

Project Size

Various

Cost

Original GMP: \$2,200,324
Final Cost: \$2,200,324

Completion Date

March 2021

Architect

Manatee County Government



POLK STATE COLLEGE: CENTER FOR PUBLIC SAFETY

Winter Haven, FL



Project Scope:

The new \$24M Safety Training Facility was built on a 10-acre green-field site located adjacent to the Polk County Sheriff Operations Center and Medical Examiner's office. The building is home to Polk State College's programs and the Polk County Sheriff's Office for: Criminal Justice, Emergency Medical Services, Fire Science Technology. In addition, the new facility is home to the Polk State Kenneth C. Thompson Institute for Public Safety, a regional training academy for both new recruits and working law enforcement officers. The 104,000 sq. ft. building consisted of a tilt wall structure complete with classrooms, forensic labs, EMT training spaces, administration spaces, tactical training areas and an auditorium. A state of the art Immersive Training Building for SWAT training was built adjacent to the main building. Extreme precautions were taken during the site development phase to protect the 911 communication line that serves the Sheriff's Operation Center as it ran directly through the site.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna

Firms Responsibility

CM @ Risk

Owner's Representative

Polk State College
Robbie Manikis
(863) 669-2930

Project Size

104,000 Sq. Ft.

Cost

Original GMP: \$23,996,446
Final Cost: \$23,996,446

Completion Date

January, 2016

Project's Designer

Furr & Wegman Architects, PA
Phil Wegman, Architect
(863) 668-1211



POLK STATE COLLEGE - ROPES COURSE

Winter Haven, FL



Project Scope:

Two-story, 16-obstacle course is certified by the Association for Challenge Course Technology and will be used as part of a future national leadership development innovation academy for law enforcement and corrections professionals.

Delivery Method

CM @ Risk

Owner's Representative

Polk State College
Robbie Manikis
(863) 669-2930

Project Size

Two-story, 16-obstacle

Cost

Original GMP: \$274,027
Final Cost: \$274,027

Completion Date

May 2017

Project's Architect

Furr & Wegman Architects, PA
Phil Wegman, Architect
(863) 668-1211

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna



CITY OF ZEPHYRHILLS CITY HALL

Zephyrhills, FL



Project Scope:

Zephyrhills City Hall is a new two story building located in downtown Zephyrhills directly adjacent to the A.D. Morgan built Zephyrhills Public Library. The new building will be home to the Cities departments such as Administration, Finance, Human Resources, Building Department, City Planning and Utilities Department. The chosen site was on the existing City Hall building lot and in effort to minimize disruption to the Cities departments we assisted with the relocation to a temporary Annex for support during construction. The project required the relocation of the primary electrical service and a complete redesign of the existing storm water system. The sitework package including an underground storm water collection vault, paved parking with LED lot lighting. The new building consisted of a CMU and structural steel with a composite metal deck for the second floor. The exterior façade is complete with intricate stone and brick to create an architectural context that the city can grow from.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna



Matt

Firms Responsibility

CM @ Risk

Owner's Representative

City of Zephyrhills
Steve Spina
(813) 780-0011

Project Size

21,430 Sq. Ft.

Cost

Original GMP: \$6,500,000
Final Cost: \$6,500,000

Completion Date

December 2018

Project Designer

Harvard Jolly Architects, Inc.
Phil Trezza
(727) 896-4611



CITY OF ZEPHYRHILLS PUBLIC LIBRARY

Zephyrhills, FL



Project Scope:

Construction of a new 8,463 sq. ft. public library adjacent to the existing library while remaining operational. Upon completion of the new library and occupancy by the City, we removed the existing library and constructed additional parking spaces.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna

Firms Responsibility

CM @ Risk

Owner's Representative

City of Zephyrhills
Shane LeBlanc
(813) 714-6293

Project Size

8,463 Sq. Ft.

Cost

Original GMP: \$2,200,000
Final Cost: \$2,200,000

Completion Date

December 2014

Project's Designer

Harvard Jolly, Inc.
Phil Trezza
(727) 896-4611



BARTOW SR. HIGH MASTER PLAN PHASE II

Bartow, FL



Project Scope:

Multi-phased campus renovation and classroom building replacement at Bartow Senior High School. Project scope includes the demolition of nine (9) outdated single story classroom buildings making space for a new two-story 110,000 sf. forty-two (42) classroom building complete with science labs, open concept collaborative learning spaces and additional administration offices. Also included are building expansions to the Medical & Fire Academy (5,500 sf.), Music & Arts (8,500 sf.) and a new Athletic Field House (10,000 sf.) and renovations to the Criminal Justice & Legal Academy (14,000 sf.). The project is phased to accommodate construction around the active campus.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Jeremy



Vanna



Matt

Delivery Method

CM @ Risk

Owner's Representative

Polk County Schools
Jody Baker
863-534-0620 ex. 875

Project Size

148,000 Sq. Ft.

Cost

Phase I: \$16,556,069
Phase II GMP: \$13,469,506
Final Cost: TBD

Completion Date

Phase I: July, 2021
Phase II: Anticipated July 2022

Project's Designer

Furr & Wegman Architects,
Michael Furr, Architect
(863) 688-1211



SCF: SPORTS COMPLEX & TENNIS COURTS
Bradenton, FL



Project Scope:

The renovation of the Baseball field includes a new formal entrance a new halo, a new backstop, batters eye, new seating, drainage, and landscaping. Major additions to the softball complex included a new press box and raised grandstand. The baseball complex received new specialty items including an 80' by 40' batters eye.

Addition of six (6) new tennis courts. Extensive site development to the four (4) acre area including new parking lot, lighting, major landscaping, associated civil / site work, and a new stormwater system with installation of a master irrigation pump station fed by a new 1.2 acre pond to serve the Northwest side of the campus.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna

Firms Responsibility
CM @ Risk

Owner's Representative
State College of Florida
Traci Steen (retired)
(941) 752-5220

Project Size
Varies

Cost
Original GMP: \$2,600,000
Final Cost: \$2,600,000

Completion Date
August, 2011

Project's Designer
BMK Architect, Inc.
(Now Harvard Jolly, Inc.)
Darrel McLain
(727) 896-4611



KATHLEEN MIDDLE SCHOOL RENOVATION

Lakeland, FL



Project Scope:

Complete renovation to Polk County's Kathleen Middle School Building #1 that had sustained tornado damage in 2019. The circa 1927 two story masonry building containing approximately 26,530 s.f. contains administrative offices, 13 classrooms which accommodates 286 student stations and assorted support spaces. The window hung air conditioning units will be removed and replaced with a new HVAC system and the openings complete with new windows. New air handler closets will be constructed, and split system a/c systems will be installed. The renovation will also include upgraded electrical, lighting fixtures, ceilings, flooring, paint, updated interior finishes throughout, accessibility improvements and miscellaneous exterior improvements.

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Jeremy



Vanna



Matt

Delivery Method

CM @ Risk

Owner's Representative

Polk County Schools

David Connell

863-534-0620 ex. 878

Project Size

26,530 Sq. Ft.

Cost

Original GMP: \$4,019,334

Final Cost: \$4,019,334

Completion Date

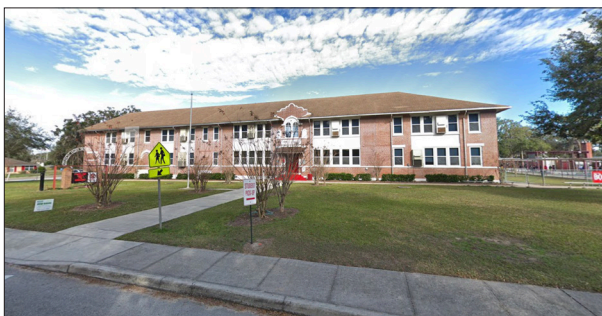
Anticipated October 2021

Project's Designer

Furr & Wegman Architects,

Michael Furr, Architect

(863) 688-1211



STATE STREET PARKING GARAGE

Sarasota, FL



Project Scope:

This project was a result of the City planning to accommodate the parking needs of their continued growth. Located in downtown Sarasota on a former surface parking lot, the new 400 space parking structure tripled the amount of the existing parking capacity and added ground floor retail and dining venues. The structure was built within a tight site footprint between two existing buildings which required careful coordination with the city and the surrounding tenants. Maintaining the safety of the public was at the forefront of our approach. Just in time deliveries had to be scheduled in order to work within the extremely tight site limitations. The structure was cast in place concrete and included complete mechanical, electrical and plumbing systems, along with a façade that blended the structure with the cities surrounding architecture

Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna

Firms Responsibility

CM @ Risk

Owner's Representative

City of Sarasota
1565 First Street
Sarasota, FL 34236
941-954-4115

Project Size

400 Spaces

Cost

Original GMP: \$12,000,000
Final Cost: \$12,000,000

Completion Date

January 2016

Project's Designer

Harvard Jolly, Inc.
Ward Friszolowski
(727) 896-4611



5.9 – EFFECT OF PROJECT TEAM LOCATION

The A.D. Morgan Corporation is a locally owned and operated construction management firm headquartered right across the bay, in Hillsborough County. A.D. Morgan has proudly served clients throughout Pasco County for 33 years, including the City of Zephyrhills. Our rich history of delivering projects in this region allows us to seamlessly tap into our vast network of qualified, local trade partners who are familiar with the districts process, procedures, and expectations. Clients benefit from the fact that we are truly local; with direct, convenient access to all corporate leadership, the depth of A.D. Morgan's resources and industry relationships, everything is right here, on demand. Decisions aren't being made from afar. Additionally, when you work with A.D. Morgan, you are working with a team of professionals who work, play, raise their families, support, and give back to the local community.

As a truly local partner to the City of Zephyrhills, one of our top priorities is to ensure your tax dollars are spent in the most responsible manner. To that end, we will leverage our 33-year local presence and implement our local subcontractor engagement program to maximize local and M/WBE subcontractor participation for this project.

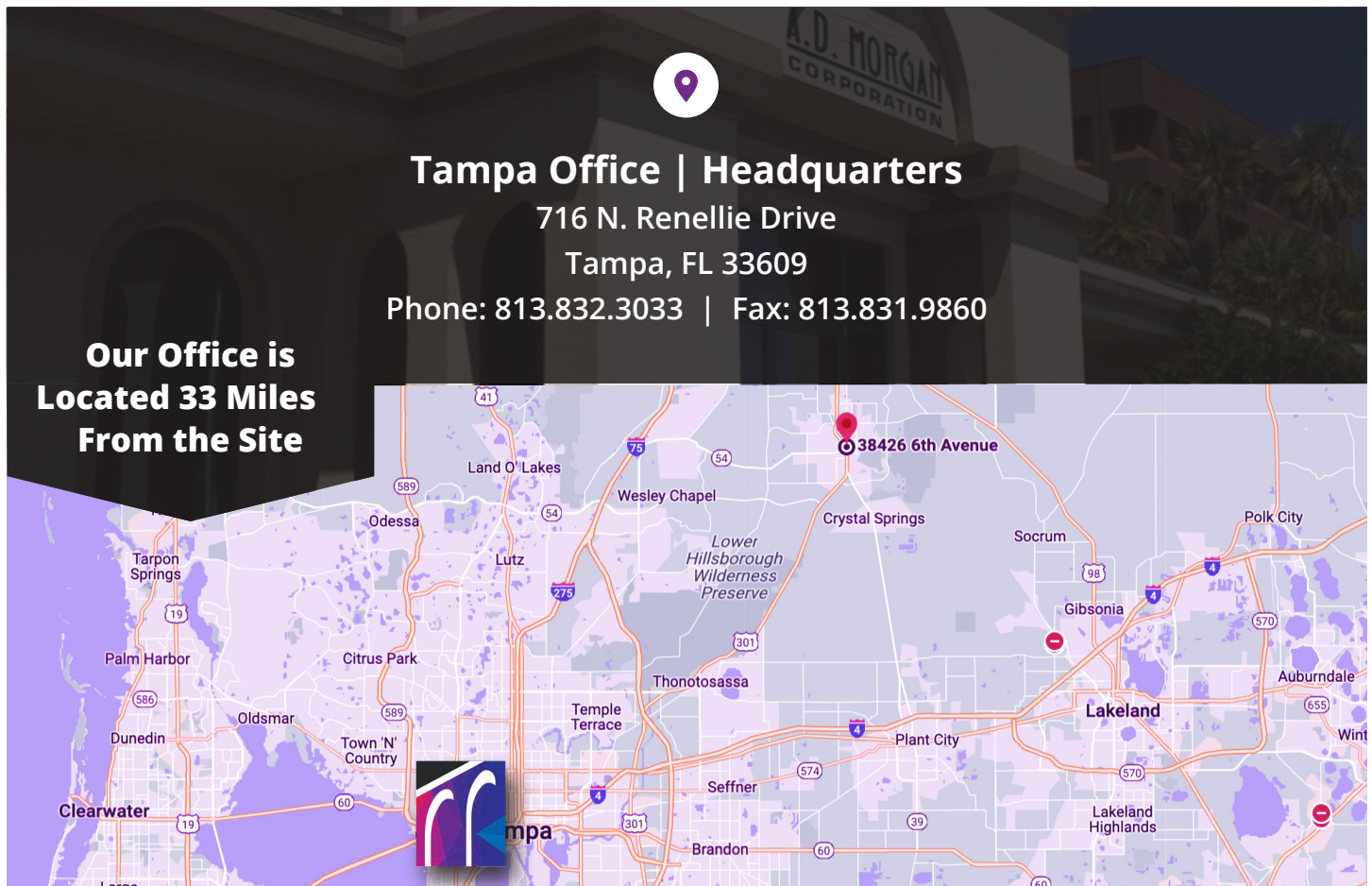
5.9.1. – DEFINE WHERE ELEMENTS OF WORK WILL BE PERFORMED

PRECONSTRUCTION PHASE SERVICES

Throughout the pre-construction phase of our services, A.D. Morgan will be working directly from our corporate headquarters in Tampa, FL. Our pre-construction team will be available and will be scheduling site visits to the site property to walk and discuss scope with subcontractors and will be entirely available for meeting with the city and design team at the location of your choosing.

CONSTRUCTION PHASE SERVICES

Once the construction phase commences, our onsite Project Manager and Superintendent will be working directly at the project site from the jobsite office trailer. Accounting functions will be run directly from our Tampa headquarters. The project leadership team will be regularly attending on-site meetings, likely on a weekly basis, and will be available at any point throughout the project.





TIMELINE

4.3.8



TIMELINE

THE BACKYARD CONCEPTUAL PROJECT TIMELINE			
ACTIVITY	DURATION (WORK DAYS)	START	FINISH
SCHEMATIC DESIGN	25	10/1/22	10/26/22
SCHEMATIC ESTIMATE	10	10/26/22	11/5/22
DESIGN DEVELOPMENT	45	11/5/22	12/15/22
DD ESTIMATE	15	12/15/22	12/30/22
DD - EARLY EQUIPMENT PACKAGE	15	11/5/22	11/20/22
LONG LEAD EQUIPMENT GMP 1	20	11/20/22	12/10/22
RELEASE GMP 1 EQUIPMENT	12	12/10/22	12/22/22
CD'S	35	12/15/22	1/19/23
GMP 2 - FINAL	25	1/19/23	2/13/23
CITY COUNCIL APPROVAL	10	2/13/23	2/23/23
NTP	5	2/23/23	2/28/23
CONSTRUCTION	185	2/28/23	9/1/23





RESUMES

4.3.9



4.3.9 RESUMES

REFER TO 5.1.2-5.1.4 FOR RESUMES AND ORGANIZATIONAL CHART





REFERENCES & LICENSES

4.3.10 - 4.3.11



REFERENCES



Owner Name: Manatee Co. Government
Project Title: G.T Bray Park
Project Description: Construction of a new baseball and softball concession buildings
Project Location: Bradenton, FL
Completed Date: March 2021

Owner Name: Al Meronek
Owner Address: 1112 Manatee Avenue West Ste 803 Bradenton, FL 34205
Phone Number & Email: (941) 748-4501
Project Amount: \$2,200,324
In Budget? Yes
Completed on time: Yes



Owner Name: Polk State College
Project Title: Center for Public Safety
Project Description: 104,000 sf. higher safety educational facility.
Project Location: Winter Haven, FL
Completed Date: December 2015

Owner Name: Robbie Manikis
Owner Address: 1251 Jim Keene Blvd, Jan Phyl Village, FL 33880
Phone Number & Email: (863) 669-2930 | Rmanikis@polk.edu
Project Amount: \$23,996,446
In Budget? Yes
Completed on time: Yes



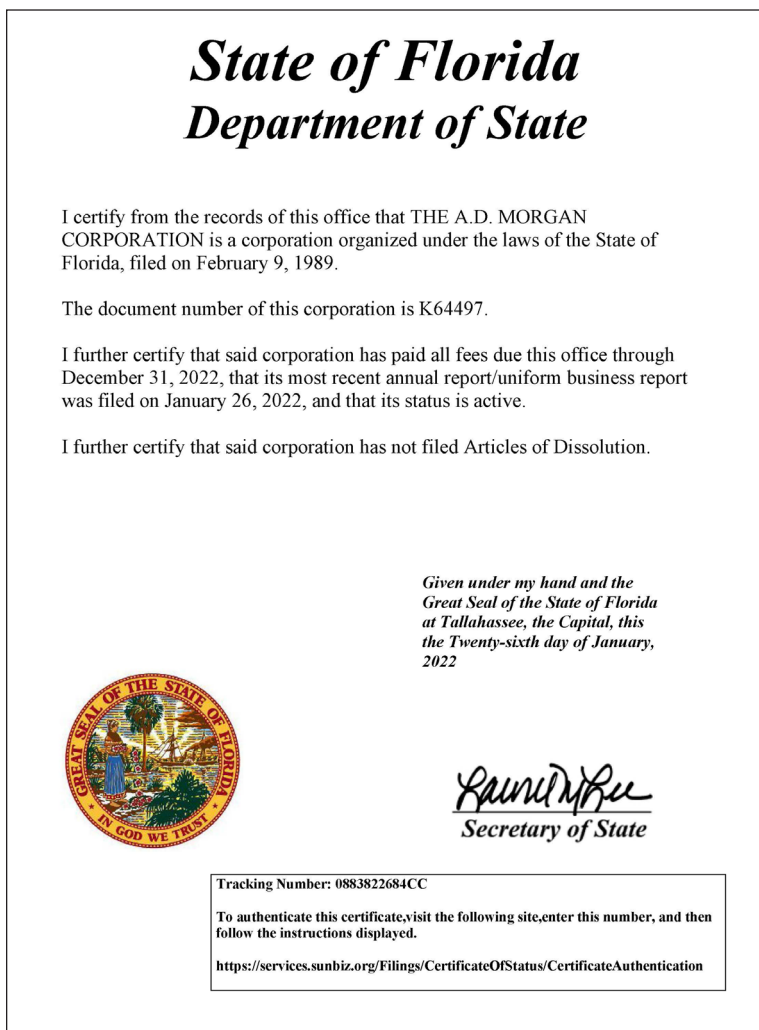
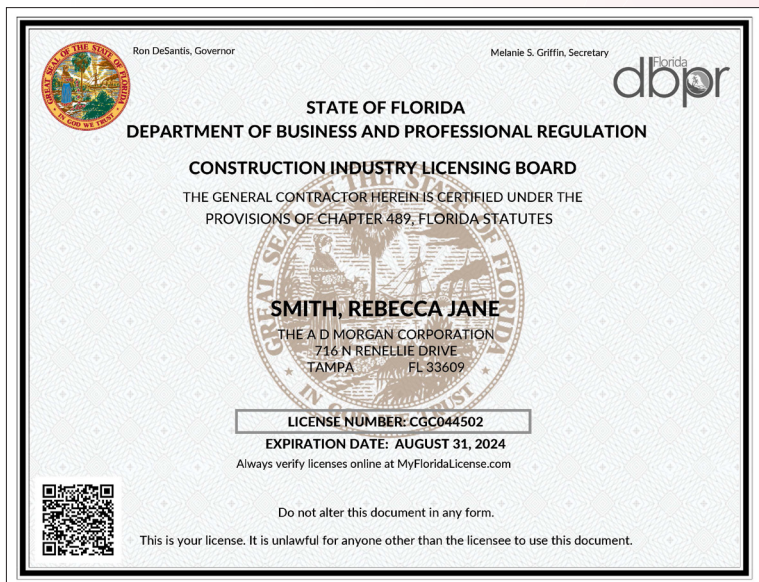
Owner Name: Pinellas Co Schools
Project Title: Tyrone Middle School
Project Description: Campus remodel and modernization of 132,615 sf. facility.
Project Location: St. Petersburg, FL
Completed Date: Anticipated April 2023

Owner Name: Jason Novisk
Owner Address: 301 Fourth Street S.W. Largo, FL 33770-3536
Phone Number & Email: (727) 276-6452 | noviskj@pcsb.org
Project Amount: \$32,560,325
In Budget? Yes
Completed on time: TBD



Owner Name: Polk Co Schools
Project Title: Bartow High - Phase II A
Project Description: Demolition of nine (9) bldgs and build new 110,000 sf. two-story, 42-classroom building.
Project Location: Bartow, FL
Completed Date: July 2021

Owner Name: Jody Baker
Owner Address: 1915 South Floral Ave Bartow, FL 33803
Phone Number & Email: (863) 534-0620 | jody.baker@polk-fl.net
Project Amount: \$16,596,068
In Budget? Yes
Completed on time: Yes



LICENSES & REGISTRATION



REQUIRED FORMS

4.3.12



DRUG-FREE WORKPLACE FORM
35-22-04 – CMS-The Backyard

The undersigned vendor, in accordance with Florida Statute 287.087, hereby
certifies that The A. D. Morgan Corporation does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

9/9/22

Date

PUR062.036
re. 10/97

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DRUG-FREE WORKPLACE FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-04**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to The City of Zephyrhills
(print name of the public entity)

by Dr. Rebecca Smith, President
(print individual's name and title)

for The A.D. Morgan Corporation
(print name of entity submitting sworn statement)

whose business address is

716 N. Renellie Dr, Tampa, FL 33609

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2933439

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

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PUBLIC ENTITY CRIMES

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



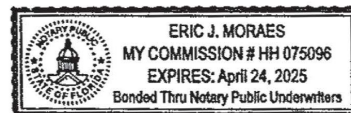
(Signature)

Sworn to and subscribed before me this 9 day of September,
2022

Personally known ☒ _____

Or Produced identification _____
Notary Public – State of FL

April 24, 2025
My commission expires _____
(Type of Identification)



Eric Moraes
(Printed, Typed or stamped commissioned name of notary public)

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PUBLIC ENTITY CRIMES

Addenda Receipt Acknowledgment

35-22-04

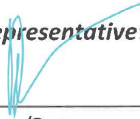
Addendum # 1 Date 8/15/22 Initials RS

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:



Signature/Date (Executed by Corporate Authority)

ADDENDA ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT
35-22-04

State of Florida
County of FL

Dr. Rebecca Smith, being first duly sworn, deposes and says that he/she is
President, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Dr. Rebecca Smith
Officer

The A.D. Morgan Corporation (Company Name)

State of Florida
County of Hillsborough

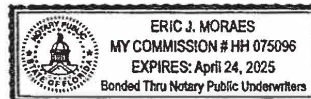
The foregoing instrument was acknowledged before me this 1 day of September
by
Dr. Rebecca Smith (name and title of corporate officer)
of The A.D. Morgan Corporation (Name of Corporation),
a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification .

 (Signature line for notary public)

Eric Moraes (Name of notary type, printed or stamped)

Florida Notary Public (Title or rank)

My commission expires: April 24, 2025
Serial number, if any HH 075096



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NON-COLLUSIVE AFFIDAVIT

E-VERIFY

RFP No: 35-22-04
Project Description: Construction Management Services-The Backyard

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: The A.D. Morgan Corporation

Authorized Signature: 

Title: President

Date: 9/9/22

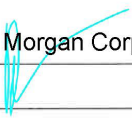
Errors or Omissions
RFP 35-22-04-CMS-The Backyard

Upon review of this Request for Qualification documents are you aware of any apparent errors or omissions?

☐ YES

☒ NO

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

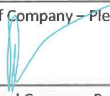
Company/Firm: The A.D. Morgan Corporation
Authorized Signature: 
Title: President
Date: 9/9/22

ERRORS OR OMISSIONS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**
35-22-04-CMS-The Backyard

1. The prospective Vendor, The A.D. Morgan Corporation, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm: The A.D. Morgan Corporation
Name of Company - Please Print

Signature: 
Authorized Company Representative

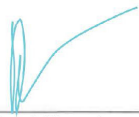
Name/Title: Dr. Rebecca Smith, President

Address: 716 N. Renellie Dr. Tampa, FL 33609

Date: 9/9/22

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-22-04 Construction Management Services-The Backyard.


Authorized Signature

9/9/22
Date

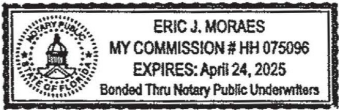
Dr. Rebecca Smith
Printed Name

The A.D. Morgan Corporation
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
9 day of September A.D. 2022

(Seal) By: Eric Moraes

Title: Notary Public



RFP ACCEPTANCE

September 9, 2022

THANK YOU!

35-33-04 -Construction Management at
Risk Services for The Backyard



WWW.ADMORGAN.COM

Written Ranking

RFP 35-22-04 - CMS The Backyard

Evaluator: Le Blanc	Points	CPWG	AD Morgan
Technical Depth	35	33	34
Experience & Qualification of Firm	20	18	19
Experience & Qualificationn of Firm's Team Members	15	13	15
Similar Successful Municipal Projects	15	13	13
References	10	9	9
Project Team Location	5	5	5
	100	91	95

Evaluator: Hamilton	Points	CPWG	AD Morgan
Technical Depth	35	31	33
Experience & Qualification of Firm	20	17	19
Experience & Qualificationn of Firm's Team Members	15	14	14
Similar Successful Municipal Projects	15	14	14
References	10	9	10
Project Team Location	5	5	5
	100	90	95

Evaluator: Burgess	Points	CPWG	AD Morgan
Technical Depth	35	32	34
Experience & Qualification of Firm	20	18	19
Experience & Qualificationn of Firm's Team Members	15	14	13
Similar Successful Municipal Projects	15	13	14
References	10	9	9
Project Team Location	5	4	4
	100	90	93

271

283