CITY COUNCIL MEETING
ZEPHYRHILLS, FLORIDA

Monday, October 24, 2022
6:00 PM

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

Please join the GoToMeeting
from your computer, tablet or smartphone:
https://meet.goto.com/524953685
or dial in using your phone:
+1 (408) 650-3123 - Access Code: 524-953-685
(Please mute your phone unless you wish to speak on a specific item)

Zephyrhills City Hall **Council Chambers**

Call to Order – Council President Jodi Wilkeson
Roll Call – City Clerk Lori Hillman
Invocation – Councilman Alan Knight
Pledge of Allegiance – Council President Jodi Wilkeson

1. MAYOR
    1.1 Special Olympics Proclamation
        1. Proclamation
2. CONSENT ITEMS
    2.1 Wetland Mitigation Ponds $94,409.35 Change Order with C.W. Roberts for Runway Extension Project
        1. 05-09-2022_CO1_Wetland Mitigation - Signed

2.2 24-22-02 Joint Participation Agreement (JPA) with the Florida Department of Transportation, FPN: 449733-1-94-01, Contract #G2D46

1. FM 449733 PTGA Runnway 1-19 Design

2.3 24-22-03 Joint Participation Agreement (JPA) with the Florida Department of Transportation, FPN: 451660-1-94-01, Contract #G2D58

1. FM 451660 PTGA Airport Sercurity Vehicles

2.4 Purchase Kubota Tractor and Bush Hog

1. 2022 Kubota Purchase

2.5 Purchase of Public Works Vehicles

1. Sanitation Truck purchase FY 22-23
2. NJPA-ZEPHYRHILLS, CITY OF-X2A 600A_37934-2_Quote
3. NJPA-ZEPHYRHILLS, CITY OF-F2B 600A_37919-2_Quote
4. AGENDA MEMO FORM Public Works Vehicles FY22-23

2.6 Annual Street Resurfacing - Polk County Piggyback Agreement 41-22-38 with Asphalt Paving Systems, Inc.

1. APS Proposal FY22-23 Resurfacing
2. 17980371v1 - FY22-23 Asphalt Paving Agreement
3. 17980374v1 - Bid Package (Completed)

2.7 41-22-39 FY23/24/25 - Renew of WaterSmart Agreement 41-19-55

1. WaterSmart Pricing
2. 41-19-55 WaterSmart

2.8 Outdoor Tennis Court Agreement No. 25-22-07 with GPWG Constructors

1. 17978265v1 - A141-2014 - Final
2. Exhibit D - 35-22-03 SVB Outdoor Tennis Center
3. Exhibit E - CPWG Constructors Response 35-22-03 SVB Outdoor Tennis Courts
4. Exhibit F - Labor Rates CPWG Constructors

2.9 Request for Qualifications 35-22-05 Professional Services Selection - City Wide for CRA, Planning, and Public Works

1. Exh A_352205 ProfServ-CityWide CRA Plng PW
2. Benesch RFQ Response
3. BGE RFQ Response
4. CPH RFQ Response
5. GAI Consultants, Inc. RFQ Response
6. HCP RFQ Response
7. Kerns Family Construction RFQ Response

8. Kimley Horn RFQ Response

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 ACME Development on Wire Road North of C.R. 54

Second Reading **ORDINANCE NO. 1443-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Ordinance No. 1443-22 on the Second Reading

1. Ordinance 1443-22 Acme Annexation
2. Staff Report for CC Wire Rd Annx rezone fluma October 03 2022 w attachments
3. Wire Road At Driftwood Access Management Application 8-9-22

3.2 ACME Development on Wire Road North of C.R. 54

Second Reading **ORDINANCE NO. 1444-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-6 (RESIDENTIAL 6 D/U PER ACRE) TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR (AGRICULTURAL-RESIDENTIAL) TO CITY R-4 (HIGH-DENSITY RESIDENTIAL) FOR APPROXIMATELY 4.95 ACRES OF REAL PROPERTY LOCATED ON WIRE ROAD AND APPROX. 1,000 FEET NORTH OF COUNTY ROAD 54 AND HAVING PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYHILLS FLORIDA 33542; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Ordinance No. 1444-22 on the Second Reading

1. Ordinance 1444-22 Acme SM Scale FLU and Zoning
2. Staff Report for CC Wire Rd Annx rezone fluma October 03 2022 w attachments
3. Wire Road At Driftwood Access Management Application 8-9-22

3.3 Zephyr Storage LLC on US-301 South of Daughtery Road

First Reading **ORDINANCE NO. 1445-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing

C. City Council considers Ordinance No. 1445-22 on the Second Reading

1. Ordinance 1445-22 Zephyr Storage Annexation
2. Zephyr Storage MAP

3.4 Zephyr Storage LLC on US-301 South of Daughtery Road
First Reading **ORDINANCE NO. 1446-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY ROR (RETAIL/OFFICE/RESIDENTIAL) TO CITY MU (MIXED USE); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM COUNTY C2 TO CITY C2 (COMMUNITY COMMERCIAL), FOR PARCEL 03-26-21-0010-00100-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Ordinance No. 1446-22 on the Second Reading

1. 17935073v1 - Ordinance 1446-22 Zephyr Storage FLU RZ
2. Zephyr Storage MAP

3.5 Eiland Blvd. Mixed Use PUD - Annexation
First Reading **ORDINANCE NO. 1447-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, A MUNICIPAL CORPORATION, ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCELS 03-26-21-0010-05100-0000 AND 03-26-21-0010-06100-0000; IN ACCORDANCE WITH SECTION 171.44, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Ordinance No. 1447-22 on the First Reading

1. Ordinance 1447-22 Eiland Mixed Use PUD Annexation
2. EXHIBIT A_1447
3. Exhibit B - Eiland Mixed Use PUD Annexation, FLU and Rezoning
4. Exhibit C - Eiland Mixed Use PUD Annexation, FLU and Rezoning
5. Staff Report_Eiland_PC09.20.22
6. Map Series_Eiland MU
7. F.S. 163 Analysis (1) (1)
8. Premature Development; Urban Spraw Analysis (1) (1)
9. EILAND Frontage Renderings

4. PLANNING DIRECTOR'S REPORT

4.1 38736 CR 54 Annexation, Land Use Map Amendment, and Rezoning Planning Report

1. ANX13-22 Staff Report for CR 54 Annx FLUMA Rezone City Council_1

4.2 Market at Zephyrhills (Pretty Pond Road & U.S.-301) Final Plat and Subdivder's Agreement 41-22-34

1. Staff Report with Attachments for Market at Zephyrhills Oct 18 2022

5. CITY ATTORNEY'S REPORT

5.1 Eiland Blvd. Mixed Use PUD FLUMA - Ordinance 1448-22
First Reading **ORDINANCE NO. 1448-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT FROM COUNTY RES-6, COUNTY RES-9 AND CITY RU (RESIDENTIAL URBAN) TO CITY MU (MIXED USE), FOR PARCELS 03-26-21-0010-02000-0000, 03-26-21-0010-03600-0000, 03-26-21-0010-05100-0000, 03-26-21-0010-06100-0000; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."**

1. Ordinance 1448 EILAND Mixed Use PUD FLU
2. EXHIBIT A_1448
3. Exhibit B - Eiland Mixed Use PUD Annexation, FLU and Rezoning
4. Exhibit C - Eiland Mixed Use PUD Annexation, FLU and Rezoning
5. Staff Report_Eiland_PC09.20.22
6. Map Series_Eiland MU
7. F.S. 163 Analysis (1) (1)
8. Premature Development; Urban Spraw Analysis (1) (1)
9. EILAND Frontage Renderings

5.2 Eiland Blvd. Mixed Use PUD Rezoning - Ordinance 1449-22
First Reading **ORDINANCE NO. 1449-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, REZONING THE SUBJECT PROPERTY HEREINAFTER DESCRIBED TO CITY ZONING CATEGORY PUD (PLANNED UNIT DEVELOPMENT) IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 166, FLORIDA STATUTES; APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN; PROVIDING FOR CODIFICATION, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE. (EILAND MIXED USE PUD)."**

1. Ordinance 1449 EILAND Mixed Use PUD Zoning
2. 1449_Exhibit A
3. 1449_Exhibit B_EilandPUD (7)
4. 1449_Exhibit C
5. Staff Report_Eiland_PC09.20.22
6. Map Series_Eiland MU
7. F.S. 163 Analysis (1) (1)
8. Premature Development; Urban Spraw Analysis (1) (1)
9. EILAND Frontage Renderings

6. CITIZEN COMMENTS

6.1 Old School Reggaeton Special Event Alcohol Approval

6.2 Penny for Pasco Presentation - Michael Cox

1. P4P - Michael Cox - Zephyrhills

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

7. NOTED ITEMS

7.1 Depository Deposit Listing

1. City of Zephyrhills Bank Depository

ADJOURN

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

PROCLAMATION

WHEREAS, the City of Zephyrhills, Florida recognizes the East Pasco Stars Team along with their coaches, who have demonstrated the teamwork and drive necessary to produce an outstanding showing in the Special Olympics North America Softball Championships, held in Lynchburg, Virginia; and

WHEREAS, the players and coaches have shown commitment and dedication to their sport; and

WHEREAS, the East Pasco Stars Softball Team, led by their head coach Judy Brunner and assistant coaches Belinda Brown and Stacy Morris brought home the Gold medal and a National Championship on September 18th 2022; and

WHEREAS, the Florida East Pasco Stars Team with five wins and two losses, defeating Team Virginia Rangers 10-8, Team Texas 11-7, Team Virginia Sox 10-9, Team Virginia Rangers 16-1 and in the championship game, Team Canada 11-1 to bring home the gold medal; and

WHEREAS, the 2022 East Pasco Stars Special Olympics Softball Team consists of team members:

John Algood	Joshua Asua	Blake Bird	Justen Buchanan	Kenny Carriveau
Michael Dunn	George Morris	Bubby Morris,	Phillip Olson	Roger Olson
Richard Proctor	Ernie Shultz	Andres Torres	Curt Walters	Scott Walter

WHEREAS, the members of the team and their coaches have helped create a positive image for their community and the citizens of Zephyrhills; and

WHEREAS, the City of Zephyrhills commends and congratulates this outstanding group of young men and the coaches who teach and guide them in the sport of softball, for this accomplishment.

NOW, THEREFORE, I Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida do hereby consider it an honor and a pleasure to extend this proclamation to the **EAST PASCO STARS**, on behalf of the City Council and the citizens of Zephyrhills Florida for an outstanding softball season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Zephyrhills, Florida to be affixed this 24th day of October 2022.

Gene Whitfield, Mayor

Attest: Lori L. Hillman

Lori L. Hillman, City Clerk

City Council Meeting
October 24, 2022

Action Item

CONSENT ITEMS 2.1

Wetland Mitigation Ponds $94,409.35 Change Order with C.W. Roberts for Runway Extension Project

Issue:

An additional three year wetland mitigation monitoring is required by SWFWMD.

Background:

This project consists of the construction Phase Services for Runway 1/19 extension project in Conformance with the FAA AC 150/5300-13A located at the Zephyrhills Municipal Airport. This is a requirement of SWFWMD. The funding is covered under the FDOT grant agreement.

Attachment(s):

1. 05-09-2022_CO1_Wetland Mitigation - Signed

Fiscal Impact:

Budgeted in FY 2021- 2022

Staff Recommendation:

Staff recommends City Council's consideration for approval of change order No: 1 wetland mitigation for Runway 1/19 project.

ZEPHYRHILLS MUNICIPAL AIRPORT
RUNWAY 1-19 EXTENSION
City of Zephyrhills Bid 11-21-02

CHANGE ORDER No. 1

OWNER: City of Zephyrhills
OWNER'S AUTHORIZED AGENT: Mr. Nathan Coleman
OWNER'S AGENT'S ADDRESS: 39450 South Avenue, Zephyrhills, FL 33542
CHANGE ORDER NO.: 01
PROJECT NO.: FDOT FPN NOS. 443359-1-94-01, 449182-1-94-1
CONTRACTOR: C.W.R CONTRACTING, INC.
ADDRESS OF CONTRACTOR: 3372 Capital Circle NE, Tallahassee, Florida 32308
CONTRACT DESCRIPTION: RUNWAY 1-19 EXTENSION
CONTRACT DATE: March 8, 2021

NO WORK COVERED BY THIS CHANGE ORDER MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF A COPY EXECUTED BY THE OWNER AND THE CONTRACTOR. IF CONTRACTOR IS IN AGREEMENT WITH THIS CHANGE, CONTRACTOR SHALL EXECUTE AND RETURN ALL COPIES TO THE OWNER WITHIN SEVEN (7) CALENDAR DAYS. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE THE PROJECT BY THE AMOUNT(S) SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

DESCRIPTION OF CHANGE

A. Addition of work required to create and maintain a wetland mitigation site south of Runway 1, as described in Engineer's Supplemental Instruction 001, at prices in the attached proposal (Exhibit A) dated January 20, 2022.

Contract time is extended to four years beyond the installation of the new planting, solely to allow for the maintenance and reporting items associated with it. No revision to the overall contract time is made for all other contracted work; the original completion date of February 12, 2022 remains applicable.

ADJUSTED PROJECT COSTS

ORIGINAL TOTAL CONTRACT PRICE:	$ 5,104,219.00
APPROVED ADDITIONS OR DELETIONS TO CONTRACT TO DATE:	N/A
APPROVED REVISED CONTRACT AMOUNT TO DATE:	N/A
AMOUNT OF THIS CHANGE ORDER: ADD X DELETE ___:	$ 94,409.35
REVISED TOTAL CONTRACT PRICE:	$ 5,198,628.35
PERCENTAGE THIS CHANGE OF ORIGINAL CONTRACT PRICE	1.85%

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTOR'S ACCEPTANCE: Stuart Savoy Digitally signed by Stuart Savoy Date: 2022.06.16 15:15:01 -04'00'

TITLE: Vice-President **DATE:**

RECOMMENDED FOR APPROVAL:

FOR AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.:

Nolisen Mohammadi **DATE:** 08/15/2022

Project Manager

APPROVED: City of Zephyrhills

BY: **DATE:**

Attachments: Exhibit A - Wetland Mitigation Proposal

EXHIBIT A

CORPORATE OFFICE
3372 Capital Circle NE
Tallahassee, Florida 32308
Phone: (850) 385-5060 • Fax: (850) 385-5420

FREEPORT OFFICE
160 Industrial Park Road
Freeport, Florida 32439
Phone: (850) 835-3500 • Fax: (850) 835-3519

PANAMA CITY OFFICE
1603 Bay Avenue
Panama City, Florida 32405
Phone: (850) 769-6640 • Fax: (850) 769-7775

GULF COAST TERMINAL
122 South Center Avenue
Panama City, Florida 32401
Phone: (850) 769-7513 • Fax: (850) 769-7594

PENSACOLA OFFICE
4375 McCoy Drive
Pensacola, Florida 32503
Phone: (850) 433-3001 • Fax: (850) 434-8971

CWR CONTRACTING, INC.
www.cwrcontracting.com

HOSFORD OFFICE
P.O. Box 188
Hosford, Florida 32334
Phone: (850) 379-8116 • Fax: (850) 379-8188

WILDWOOD OFFICE
4208 County Road 124-A
Wildwood, Florida 34785
Phone: (352) 330-2540 • Fax: (352) 330-2609

PLANT CITY OFFICE
2102 Jim Johnson Road
Plant City, Florida 33566
Phone: (813) 756-2009 • Fax: (813) 659-4436

OKEECHOBEE OFFICE
806 NW 9th Street
Okeechobee, Florida 34972
Phone: (863) 763-7373 • Fax: (863) 763-7379

PALM CITY OFFICE
8530 SW Jayme Way
Palm City, Florida 34990
Phone: (772) 288-0951 • Fax: (772) 288-0983

January 20, 2022

RE: Zephyrhills Municipal Airport Runway 1-19 Extension
ESI 001 Wetland Mitigation Pond Revisions
FDOT No. 443359-1-94-01
City of Zephyrhills No. 11-21-02

American Infrastructure Development, Inc.
3810 Northdale Blvd.
Tampa, FL 33624

Unit price of NEW items to the contract:

FDOT 524-1 Concrete Ditch Pavement, 4" Reinf	55	SY	$85.00	$4,675.00
C-1100-1 Cordgrass	9259	EA	$2.70	$24,999.30
C-1100-2 Pickerelweed	9259	EA	$0.90	$8,333.10
C-1100-3Fakahatchee grass	363	EA	$2.65	$961.95
Maintenance 4 Events/ 1 Year	4	EA	$3,160.00	$12,640.00
Monitor and Report 1 Event/1 Year	1	EA	$2,800.00	$2,800.00
Maintenance 10 Events over 3 Years	10	EA	$3,160.00	$31,600.00
Monitor and Report 3 Events over 3 years	3	EA	$2,800.00	$8,400.00

Activities that have Unit values in the current contract, i.e. Embankment and pipe items will, be adjusted at the contract unit values.

$94,409.35

Sincerely,

Stuart Savoy, VP
CWR Contracting, Inc.

Action Item

CONSENT ITEMS 2.2

24-22-02 Joint Participation Agreement (JPA) with the Florida Department of Transportation, FPN: 449733-1-94-01, Contract #G2D46

Issue:

The northern end of Runway 1-19 is below state standards, the pavement condition index (PCI) and in need of rehabilitation.

Background:

The purpose of this agreement is to provide for the participation in the rehabilitation design of Runway 01-19. Joint Participation Agreement with the Florida Department of Transportation, FPN: 449733-1-94-01, Contract #G2D46 $350,000 State $280,000, local match $70,000 budgeted in FY 2022-2023.

Attachment(s):

1. FM 449733 PTGA Runnway 1-19 Design

Fiscal Impact:

Budgeted in FY 2022 - 2023

Staff Recommendation:

Staff recommends City Council's consideration of accepting the Joint Participation Agreement with the FDOT

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
449733-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55072020728
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000455005
Contract Number:	G2D46	Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Zephyrhills, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Runway 01-19 Rehabilitation - Design, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   __ **Seaports**
   __ **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   __ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
   __ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

a. The estimated total cost of the Project is $350,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $280,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

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Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Zephyrhills	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: Richard Moss, P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Martin Hernandez — DocuSigned by: Martin Hernandez 844ABB3212BB414... — 10/11/2022 | 2:19 PM ED

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Runway 01-19 Rehabilitation - Design

B. Project Location (limits, city, county, map): Zephyrhills Municipal Airport/Zephyrhills, FL/Pasco

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the runway pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Rehabilitation of Runway 1/19 Design for Zephyrhills Airport

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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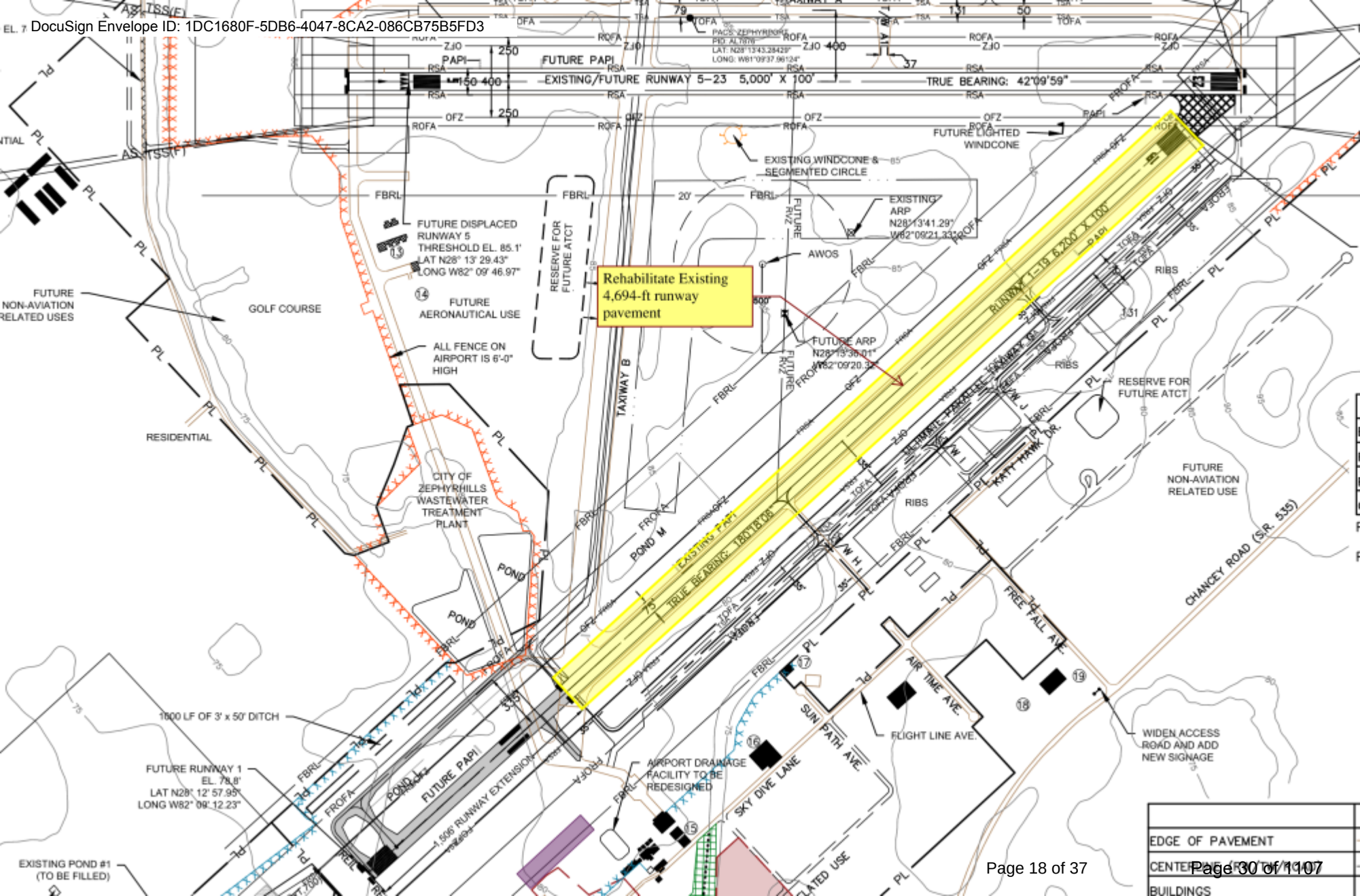

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449733-1-94-01	DPTO	088719	2023	751000	55.004	Aviation Grant Program	$280,000.00
449733-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	$70,000.00
	Total Financial Assistance						$350,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$280,000.00	$70,000.00	$0.00	$350,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$280,000.00	$70,000.00	$0.00	$350,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Clark

Department Grant Manager Name

Signature Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Raymond Clark (email: raymond.clark@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
   - Chapter 163, F.S., Intergovernmental Programs
   - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   - Chapter 332, F.S., Airports and Other Air Navigation Facilities
   - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

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a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $280,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

To: Raymond.Clark@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2D46

10/4/2022

CONTRACT INFORMATION

Contract:	G2D46
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF ZEPHYRHILLS
Vendor ID:	F596000455005
Beginning Date of This Agreement:	10/03/2022
Ending Date of This Agreement:	06/03/2026
Contract Total/Budgetary Ceiling:	ct = $280,000.00
Description:	Rehab Runway 1/19 Design

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 10/4/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55072020728
Expansion Option:	A6
Object Code:	751000
Amount:	$280,000.00
Financial Project:	44973319401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55100100
Category/Category Year:	088719/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $280,000.00

City Council Meeting
October 24, 2022

Action Item

CONSENT ITEMS 2.3

24-22-03 Joint Participation Agreement (JPA) with the Florida Department of Transportation, FPN: 451660-1-94-01, Contract #G2D58

Issue:

In need of airport security vehicles.

Background:

The purpose of this agreement is to provide for participation in the purchase of Airport Security Vehicles, Joint Participation Agreement with the Florida Department of Transportation, FPN: 451660-1-94-01, Contract #G2D58 $40,000 State $32,000, local match $8,000 budgeted in FY 2022-2023.

Attachment(s):

1. FM 451660 PTGA Airport Sercurity Vehicles

Fiscal Impact:

Budgeted in FY 2022- 2023

Staff Recommendation:

Staff recommends City Council's consideration of accepting the Joint Participation Agreement with the FDOT.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
451660-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55072020728
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000455005
Contract Number:	G2D58	Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Zephyrhills, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Airport Security Vehicles, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   __ **Seaports**
   __ **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   __ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
   __ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

a. The estimated total cost of the Project is $40,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $32,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

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Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Zephyrhills	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: Richard Moss, P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:
Martin Hernandez
844ABB3212BB414...
10/11/2022 | 2:50 PM EDT

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Airport Security Vehicles

B. Project Location (limits, city, county, map): Zephyrhills Municipal Airport/Zephyrhills, FL/Pasco

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, purchase, delivery, testing, and commissioning of said equipment. Site preparation (earthwork, electrical, mechanical, and utilities) is to be included in the cost of equipment purchase and delivery. It includes all materials, equipment, labor, and incidentals to purchase, install and commission a new piece of equipment. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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Build Your Own

Menu

Options for GATOR™ XUV590M Power Steering Winch Ready (Model Year 2022)

Everglades Equipment Group
Plant City FL 33567
Dealer Information

$14,124.00

Total Suggested List Price *

Next: Attachments

Select Build Options Attachments Summary Quote

Options

- Destination
- Packages
- Color
- Wheels and Tires
- Seat
- Roof Selection
- Occupant Protective Structure (OPS)
- Operator's Station
- Cargo Box Lift
- Protection Package
- Winch
- Suspension
- WINCH SHIELD

Extended Warranty

- Contact your dealer for details.

Value Added Services

- Contact your dealer for details.

Options

- Base Machine

  GATOR™ XUV590M Power Steering Winch Ready (Model Year 2022)
  $12,749.00
  Base Code Not Available in California.
  Base Machine Suggested List Price Does Not Include 600 USD Destination Charge.
  F.O.B. Horicon, Wisconsin
- Destination

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451660-1-94-01	DPTO	088719	2023	751000	55.004	Aviation Grant Program	$32,000.00
451660-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	$8,000.00
	Total Financial Assistance						$40,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$32,000.00	$8,000.00	$0.00	$40,000.00	80.00	20.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$32,000.00	$8,000.00	$0.00	$40,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Clark

Department Grant Manager Name

Signature Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Raymond Clark (email:) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

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Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

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use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

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deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
   - Chapter 163, F.S., Intergovernmental Programs
   - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   - Chapter 332, F.S., Airports and Other Air Navigation Facilities
   - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

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a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $32,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

DocuSign Envelope ID: E117BEC6-E991-4F51-BE3D-38E45728FE56

To: Raymond.Clark@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2D58

10/5/2022

CONTRACT INFORMATION

Contract:	G2D58
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF ZEPHYRHILLS
Vendor ID:	F596000455005
Beginning Date of This Agreement:	10/04/2022
Ending Date of This Agreement:	06/30/2026
Contract Total/Budgetary Ceiling:	ct = $32,000.00
Description:	Airport Security Vehicles

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 10/5/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55072020728
Expansion Option:	A6
Object Code:	751000
Amount:	$32,000.00
Financial Project:	45166019401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55100100
Category/Category Year:	088719/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $32,000.00

City Council Meeting
October 24, 2022

Action Item

CONSENT ITEMS 2.4

Purchase Kubota Tractor and Bush Hog

Issue:

New tractor needed to keep up with demand and replace the Massey Ferguson that is no longer in operation. Currently, borrowing from the Utilities department to meet the required demands.

Background:

The airport budgeted for FY 22 - 23 the purchase of a new tractor and bush-hog amount of budget, **$110,000.00**. Total purchase amount, **$92,159.17** which is **$17,840.83** under budget.

Attachment(s):

1. 2022 Kubota Purchase

Fiscal Impact:

$92,160

Staff Recommendation:

Staff recommends City Council's consideration of approval to purchase.

FLORIDA COAST EQUIPMENT, INC.

3827 Land O Lakes Blvd
Land O Lakes Fl 34639
PHONE: 813-995-2533 EMAIL:JANDERSON@FLORIDACOASTEQ.COM

Salesperson:
Name
James Anderson
CELL:813-648-2830

Contact:	Lee Cipray	Customer Name:	Zephyrhills Municipal Airport
Phone #:	813-780-0030	Address:	39450 South Ave.
Fax #:		City:	Zephyrhills
Email #:	lcipray@zhills.city	State:	FL ZIP: 33542

COMMENTS: Prices for product quoted are good for 14 days from quote date.

I (we), the undersigned, hereby order from you the Equipment described below, to be delivered as shown above. This order is subject to your ability to obtain such equipment from the manufacturer and you shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

ORDERING INFORMATION			PRICING INFORMATION		
QTY.	MODEL CODE	DESCRIPTION AND SERIAL NUMBER	UNIT PRICE	UNIT CUSTOMER DISCOUNT PRICE	TOTAL CUSTOMER DISCOUNT PRICE
1	M6S-111SHDC	4WD Farm Tractor w/Factory Cab (A/C) 4X4	$81,855.00	$79,995.00	$79,995.00
		Tractor is priced 22% off Per Sourcewell			
1	M9270	Air Ride Seat Suspension Kit		$625.00	$625.00
1	M9205	Air ride seat Harness	$25.00	$24.00	$24.00
1	M9587	Flow Control Valve	$910.00	$936.25	$936.25
1	M7659A	3rd Position Lever Kit - Cab Only	$163.00	$163.00	$163.00
		Total Price:	$82,953.00	**Disc. Subtotal:**	$81,743.25
		Other Allowances, Discounts, Trade-ins, Frieght or Misc. Charges			
		Additional Florida Coast Discount			($15,030.43)
		Subtotal:			$66,712.82
		Applicable Sales Tax:			
		Total Cash Price:			$66,712.82
		Down Payment or Payoff Amount:			
		TOTAL AMOUNT DUE			**$66,712.82**

Special Notes:

Balance to be paid by: Cash/Charge X Finance % Months Insurance ☑Yes ☐No

Purchase Order #:

CUSTOMER SIGNATURE: X _____ **DATE** _____

DEALER SIGNATURE: X _____ **DATE** _____

All Kubota Equipment sold are for use exclusively in the USA, not for export.
The Standard Manufacturer's Warranty Applies, which does not include pick up or delivery.

DATE 10/13/2022

#5 Page

FLORIDA COAST EQUIPMENT, INC.

3827 Land O Lakes Blvd
Land O Lakes Fl 34639
PHONE: 813-995-2533 EMAIL:JANDERSON@FLORIDACOASTEQ.COM

Salesperson:
Name
James Anderson
CELL:813-648-2830

Contact:	Lee Cipray	Customer Name:	**Zephyrhills Municipal Airport**
Phone #:	813-780-0030	Address:	39450 South Ave.
Fax #:		City:	Zephyrhills
Email #:	lcipray@zhills.city	State:	FL ZIP: 33542

COMMENTS: Prices for product quoted are good for 14 days from quote date.

I (we), the undersigned, hereby order from you the Equipment described below, to be delivered as shown above. This order is subject to your ability to obtain such equipment from the manufacturer and you shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

ORDERING INFORMATION			PRICING INFORMATION		
QTY.	MODEL CODE	DESCRIPTION AND SERIAL NUMBER	UNIT PRICE	UNIT CUSTOMER DISCOUNT PRICE	TOTAL CUSTOMER DISCOUNT PRICE
1	RC3715	15' Medium -Duty Rotary Cutter	$27,523.00	$24,050.59	$24,050.59
	03	21"Lam Tires 8			
	32	DRV 540 CV Main C4 Wing			
	40	Single Chain Guards			
	60	15' Deck Assembly			
	70	Swivel Clevis Hitch			
1	M9275A	Bolt/Bar Kit	$71.00	$71.00	$71.00
8	M8079	Suitcase Weight	$118.00	$118.00	$944.00
1	77700-04755	Radio, AM/FM/WB/AUX/USB/IPOD/SATCD/Bluetooth	$475.00	$380.76	$380.76
		Total Price:	$29,013.00	**Disc. Subtotal:**	$25,446.35

Other Allowances, Discounts, Trade-Ins, Frieght or Misc. Charges

Special Notes:

Additional Florida Coast Discount	
Subtotal:	$25,446.35
Applicable Sales Tax:	
Total Cash Price:	$25,446.35
Down Payment or Payoff Amount:	
TOTAL AMOUNT DUE	**$25,446.35**

Balance to be paid by: **Cash/Charge** **X Finance** **%** **Months** **Insurance** ☑**Yes** ☐**No**

Purchase Order #:

CUSTOMER SIGNATURE: X _____ **DATE** _____

DEALER SIGNATURE: X _____ **DATE** _____

All Kubota Equipment sold are for use exclusively in the USA, not for export.
The Standard Manufacturer's Warranty Applies, which does not include pick up or delivery.

DATE 10/13/2022

#54000

City Council Meeting
October 24, 2022

Action Item

CONSENT ITEMS 2.5

Purchase of Public Works Vehicles

Issue:

The Public Works Department requests to purchase the following fleet vehicles using cooperative purchase agreements as follows:

- Front Load Sanitation Truck using the Florida Sheriff's Contract Bid #FSA-VEH20.0 **Total Cost $383,161.00 FY22-23 Budget $400,000**

- ¾ Ton Pick Up Truck – Parks Division using Sourcewell Contract 2023 091521-NAF & 060920 NAF **Total Cost $56,549.00 FY22-23 Budget $65,000**

- ¾ Ton Pick Up Truck – Fleet Division using Sourcewell Contract 2023 091521-NAF & 060920 NAF **Total Cost $58,432.00 Budget $65,000**

Background:

Container Systems & Equipment Company, Inc. Proposal dated 10/5/22; Alan Jay Quote 37919-2; Alan Jay Quote 37934-2

Attachment(s):

1. Sanitation Truck purchase FY 22-23
2. NJPA-ZEPHYRHILLS, CITY OF-X2A 600A_37934-2_Quote
3. NJPA-ZEPHYRHILLS, CITY OF-F2B 600A_37919-2_Quote
4. AGENDA MEMO FORM Public Works Vehicles FY22-23

Fiscal Impact:

Funds were budgeted in the FY22-23 Capital Items line. The contracted cost is less than the approved budgeted amount.

Staff Recommendation:

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

New Way Sidewinder Upgrade Pkg. - includes: Hopper floor & side liner .188 AR450, Hopper/Body transition liner: 3/16" AR 450 x 48",additional reinforcement on front of blade, replace AR steel in shoes with chromium overlay, front cylinder splash shield,trough clean out tool, shovel/broom rack, brush guards for upper light bar, remote grease zerk for tailgate and upper cylinder hinge pins, Lubecore Automatic Lube System for Arm, Arm not stowed alarm, arm control rocker switches under seat, arm cycle counter, aluminum front body cover (door style), CAUTION decal on Tailgate, Mid-Tailgate Oval LIghts; 5 center, 1 ea. side, aluminum tool box 18"x18"x24", mounted to rear bumper, cover/deflector on roof to protect CNG lines and hydraulic hoses (note - std. dual camera system in base unit Sidewinder is deleted)	$	25,281.00
EZ PACK BODIES		
Hercules 40 yd. commercial front loader	$	161,709.00
Goliath G400 rear loader - 25 yard	$	114,493.00
Ranger 31 yd. automated side loader	$	174,933.00
MISCELLANEOUS OPTIONS		**PRICES (all zones)**
Brigade Back-Eye 360 Camera System - complete, installed, & calibrated, includes 7"monitor, MDR-500 wi-fi 8 camera, G-sensor, 1 TB HDD, 64 GB SD, MDR splitter cable - BN360-100C to MDR, and manual "capture" button. For additional cameras & cables, ADD $ 325.00 each (installed).	$	8,268.00
Safety Package - includes DAFO auto. fire suppression system, and Brigade "Backsense" radar system	$	6,710.00
rotary actuated cart lifter, installed; 2nd cart lifter, ADD $ 5,000.00	$	7,000.00
Lubecore Autolube System for Automated Loader Arm	$	5,500.00
Non-listed bodies and/or equipment will always include a discount from MSRP and/or std. retail		incl.
20% minimum discount percentage off Crane Carrier's current published retail prices applies to all non-listed (Crane Carrier supplied) options.		incl.
Back Up Camera	$	1,500.00
TAG & TITLE OPTIONS		
Temporary Tag		no charge
transfer existing registration (must provide tag number)		no charge
New Governmental Tag (specify State, County, City, Sheriff, etc.)		no charge
WARRANTY OPTIONS		
4000 Series RDS transmission - 2 year extended, 5 year total	$	1,457.00
3000 Series RDS transmission - 2 year extended, 5 year total	$	1,221.00
Cummins After-Treatment extended warranty - L9 Diesel -5 year/100,000 miles total. Requires additional purchase of corresponding PPI coverage. Program ID: AT3	$	821.00
Cummins PPI - L9 Diesel - 5 year/100,000 mile coverage. Program ID: HD1	$	1,983.00
Cummins PPI - L9 Diesel - 3 year/100,000 mile coverage. Program ID: HD1	$	1,005.00
Cummins PPII - L9 Diesel - 5 year/100,000 mile coverage. Program ID: HD2	$	1,350.00

Loadmaster Elite 11 - 11 cu yd high compaction Rearloader; (8 cu yd body, DEDUCT $ 2,000.00; 6 cu yd body, DEDUCT $ 2,500.00; Hooklift type subframe, call for price)	$	67,518.00
CURBTENDER BODIES		
Cubtender PowerPak 27 cu. yd. Automated Side Loader; (20 cu yd body, DEDUCT $ 3,000.00; 31 cu yd body, ADD $ 2,000.00)	$	160,178.00
Cubtender Titan 40 cu. yd. Front Loader; (44 cu yd body, ADD $ 3,300.00) Requires double frame and 66,000 lb. GVWR. Includes service body hoist, hyd. cab canopy, fork height indicator, upgraded steel pkg., and dual camera system.	$	158,287.00
Cubtender Quantum 8 cu. yd. Rear Loader; (6 cu yd body, DEDUCT $ 600.00; 10 cu yd body, ADD $ 1,000.00)	$	64,600.00
TomCat 18 cu. yd. XD Side Loader, includes dual cart tippers; (delete dual tippers, DEDUCT $ 13,000.00)	$	115,616.00
AutoCat 14 cu. yd. Automated Sideloader w/Streetside cart tipper; (12 cu yd body ILO 14 cu yd, DEDUCT: $ 3500.00; delete streetside cart tipper, DEDUCT: $8,000.00).	$	138,265.00
Brush Hawg Grapple Bulk Loader w/dump body	$	111,321.00
McNEILUS BODIES		
McNeilus 25 cu yd high compaction Rearloader; (32 cu yd body, ADD $ 1,488.00)	$	120,798.00
McNeilus Atlantic Series 40 cu. yd. Front Loader, - Requires double frame and 66,000 lb. GVWR. Includes service body hoist, upgraded steel pkg., smart lights, and dual camera system.	$	171,406.00
McNeilus Autoreach 28 cu. yd. Automated Side Loader, includes upgraded steel pkg., dual camera system, smart lights, and more.	$	169,821.00
McNeilus ZR (Zero Radius) 28 cu. yd. Automated Side Loader, includes service lift, upgraded steel pkg., dual camera system, smart lights, and more.	$	195,971.00
McNeilus M/A (Manual Automated) 28 cu. yd. Drop Frame Side Loader, includes upgraded steel pkg., dual camera system, smart lights, and more. REQUIRES Drop frame chassis.	$	177,288.00
HEIL BODIES		
HEIL Half/Pack 40 cu. yd. Front Loader, - Requires double frame and 66,000 lb. GVWR. Includes single camera system.	$	158,782.00
HEIL Half/Pack LOW RIDER 40 cu. yd. Front Loader,(designed for residential carry can) - Requires double frame and 66,000 lb. GVWR. Includes single camera system & smart lights	$	193,706.00
HEIL DP 5000 25 cu yd high compaction Rearloader	$	106,366.00
HEIL Curotto Can Assy.	$	42,567.00
HEIL Curotto Integration on FEL (Odyssey)	$	23,928.00
HEIL Dura-Pack Python 28 cu. yd. Automated Side Loader, includes dual camera system.	$	170,291.00
HEIL - 25 cu yd 60/40 Split-Body Rearloader; includes camera system	$	207,165.00
HEIL Dura-Pack Rapid Rail 28 cu. yd. Automated Side Loader, includes dual camera system.	$	175,192.00
Galbreath U2-OR-138 Roll-Off includes: 2 year hydraulic warranty, shutoff switch for hoist up alarm, 50 gal. washout tank w/relief & hose reel, Whelen 6 strobe system, aluminum toolbox, 4 worklights, Pioneer tarp, poly fenders, rear hold downs, lubecore system, Brigade camera system	$	94,138.00
NEW WAY BODIES		
New Way Sidewinder 31 cu yd Automated Sideloader, includes dual camera system	$	160,919.00

FRAME, AXLE, & SUSPENSION OPTIONS		
66,000 GVWR UPGRADE - Dana D46-170P 46,000 lb. rated tandem axle ILO DS H44-P 44,000 lb. rated tandem axle (includes 46,000 lb. Hendrickson HMX-460 (w/shocks) suspension)	$	1,173.00
Dana D52-590P 52,000 lb. rated tandem axle ILO DS H44-P 44,000 lb. rated tandem axle (includes Ridewell RD-202S-52 (w/shocks) 52,000 lb suspension)	$	5,518.00
Ridewell RDS-209 60/40 tandem air drive/steer suspension with Traction Assist Device, 46,000 lb. capacity (includes 6 channel ABS, Dana S26-190 drive axle with 315/80R22.5 tires, 425/65R tires on rear axle, and ATC (automatic traction control) NOTE: 66,000 GVWR UPGRADE	$	6,680.00
Ridewell RD-202S - 52,000 rear suspension upgrade	$	4,131.00
DOUBLE FRAME - FULL STEEL INSERT - inner reinforcement channel is 10.12" x 3" x.25" thick. SM = 28.08 in. cubed; RBM = 3,369,000 in. lbs.	$	2,353.00
Rigid lift axle: 22,000 lb. rating, with 11R/22.5 tires, pusher or tag		call for price
Driver Controlled Differential Lock (DCDL) - for 40-46,000 lb. tandem axles	$	546.00
DROP FRAME - OEM factory built heavy duty dropframe (required for certain sideloader refuse/recycle bodies)	$	15,773.00
CAB OPTIONS - 2 man, 3 man Narrow, & Crew Cab		
Low Profile (LCF) 2-man cab with **Low-entry 18" step-in on BOTH SIDES**		**Std.**
Low Profile (LCF) **Crew cab (4 man seating) with Low-entry 18" step-in on BOTH SIDES** (for 4 man seating & dual steering, ADD $300.00 (note: also requires dual steering option below))	$	4,115.00
Model Downgrade to LNT, 3 man 82" wide crew cab, L9 engine only	$	(8,040.00)
CAB OPTIONS - Steering		
LCF with Dual sit down steering	$	4,709.00
LCF with sit down RH only steering	$	1,069.00
LCF with sit down LH & stand up RH steering	$	4,828.00
CAB OPTIONS - Doors & Mirrors		
Solid doors w/electric roll up windows & fixed lower view windows, both sides		Std.
Bi-Fold "stay open" Door w/2 fixed windows, 1 sliding window, and aux. "combo" mirrors - EACH	$	471.00
Flip-Up/Fold-Back "stay open" door w/2 fixed windows, 1 sliding window - EACH	$	690.00
16" x 7" Stainless steel "west Coast" mirrors and 8" convex mirrors - 1 per side (for all heated, ADD $ 144.00)		Std.
19" x 8" split single flat lense over convex, in black plastic housing	$	132.00
19" x 8" split single flat lense over convex, in black plastic housing, remote control & htd., includes turn signal - BOTH SIDES	$	1,400.00
Additiional Convex 8" spot mirrors, 2 ea., 1 per side (for heated, ADD $ 100.00)	$	128.00
REFUSE & RECYCLE BODY OPTIONS	**PRICES (all zones)**	
LOADMASTER BODIES		
Loadmaster Eclipse 31 cu. yd. Automated Side Loader; (28 cu yd body, DEDUCT $ 700.00; 34 cu yd body, ADD $ 3,500.00)	$	173,634.00
Loadmaster Excel S 25 cu yd high compaction Rearloader; (27 cu yd body, ADD $ 1,200.00; 31 cu yd body, ADD $ 1,800.00; 33 cu yd body, ADD $ 2,200.00)	$	92,581.00
Loadmaster Enviromaster DT - 25 cu yd 60/40 Split-Body Rearloader; (27 cu yd body, ADD $ 1,000.00; 16 cu yd body, DEDUCT $ 4,000.00; 18 cu yd body, DEDUCT $ 2,000.00; 20 cu yd body, DEDUCT $ 500.00))	$	172,411.00
Loadmaster Legacy3 20 cu yd medium compaction Rearloader (short); (11 cu yd body, (call for); 13 cu yd body, (call for); 16 cu yd body, DEDUCT $ 250.00; 18 cu yd body, DEDUCT $ 1,250.00; 25 cu yd body, ADD $ 500.00)	$	80,088.00

Container Systems & Equip. Co., Inc - Crane Carrier/Battle Motors LET II OPTION DESCRIPTIONS	PRICE (all zones)	
FSA22-VEH20.0 Heavy Trucks & Buses - Item # 145		
ENGINE OPTIONS - Diesel		
Front Engine PTO Provision - FEPTO		std.
L9-270 (270 hp) ILO X12-350R	$	(9,391.00)
L9-300 (300 hp) ILO X12-350R	$	(8,946.00)
L9-330 (330 hp) ILO X12-350R	$	(8,079.00)
L9-350 (350 hp) ILO X12-350R	$	(7,212.00)
L9-380 (380 hp) ILO X12-350R	$	(730.00)
X12-380R (380 hp) engine ILO ILO X12-350R	$	1,490.00
Remote Engine Oil Fill	$	200.00
ENGINE OPTIONS - CNG		
L9N-320 (320 hp) CNG engine ILO ILO X12-350R; engine ONLY, no Fuel Control Module, no tanks, no fuel fill points	$	8,681.00
L9N-320 (320 hp) CNG engine ILO ILO X12-350R; without fuel storage (tank) system, but including Fuel Control Module (FCM), 2nd fuel fill port in front bumper, & engine shut-off fuel caps	$	16,958.00
X12N-350R (350 hp) CNG engine ILO ILO X12-350R; engine ONLY, no Fuel Control Module, no tanks, no fuel fill points	$	22,112.00
X12N-350R (350 hp) CNG engine ILO ILO X12-350R; without fuel storage (tank) system, but including Fuel Control Module (FCM), 2nd fuel fill port in front bumper, & engine shut-off fuel caps	$	29,389.00
CNG FUEL STORAGE SYSTEMS		
70 DGE Saddle Mount (frame rail mount) CNG fuel tank system in cabinet, including Fuel Control Module, 2nd fuel fill point at front bumper, and engine shut-off fuel caps	$	36,178.00
75 DGE BTC (Behind The Cab) cross frame CNG fuel tank system in cabinet, including Fuel Control Module, 2nd fuel fill point at front bumper, and engine shut-off fuel caps	$	35,285.00
75 DGE Tailgate mounted tank system, including Fuel Control Module, 2nd fuel fill point at front bumper, and engine shut-off fuel caps (Loadmaster)	$	41,458.00
75 DGE CNG Fuel System (Momentum), 60 DGE frame rail tank, 15 DGE tailgate mtd. tank, includes Fuel Control Module, (with NGV1 & CL5000 fill ports), front bumper fill port with ignition interlock, fuel door start interlock, GreenLync 2.0 driver message center display (New Way)	$	63,336.00
60 DGE Saddle Mount tank w/Fuel Control Module by Momentum.	$	35,000.00
TRANSMISSION OPTIONS		
3500RDS transmission ILO 4500RDS	$	(5,748.00)
3000RDS transmission ILO 4500RDS	$	(5,713.00)
4000RDS transmission ILO 4500RDS	$	(450.00)
4500RDS-R (with retarder) transmission ILO 4500RDS	$	9,618.00
4000RDS-R (with retarder) transmission ILO 4500RDS	$	9,076.00
3000RDS-R or 3500RDS-R (with retarder) ILO 4500RDS	$	(300.00)
Telma driveline retarder, axial mount, includes 4 batteries	$	18,000.00

Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: REFUSE TRUCK: 60,000 LB GVWR CAB & CHASSIS ONLY 4x6

Item: 145, Crane Carrier/Battle Motors, LET2, LET2-44

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$196,849.00	0.00%	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$196,849.00	0.00%	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$196,849.00	0.00%	Build	Options
Southern						

2023 Crane Carrier Cab Chassis

Cummins ISL-350 engine, 1050 ft.lbs. torque, 350 HP

Factory dual sit down steering positions with remote control mirrors for each side

Front mount pump engine adaptor and pump mounting bracket

Wabco 18.7 CFM air compressor

1814 sq.in. remote mounted radiator with five 12 volt electric reversible fans. Silicone hoses with stainless steel clamps

Heavy duty charge air cooler

Cummins 13" OptiAir air cleaner with safety element

10 gallon DEF tank

Left hand vertical stainless steel exhaust with Cummins ECOFIT single after treatment module

Left side steel battery box with two Group 31 (925 CCA each) batteries and disconnect switch with lighted indicator

Heavy duty Soft Start starter with heat sensor shutoff and over-crank protection

Delco Remy 55SI, 430 amp alternator

80 gallon aluminum fuel tank

Allison 4500RDS 6 speed transmission with push button controls

Sheppard XD-120 integral power assist steering gear with remote reservoir

Dana D2000F front axle rated at 20,000 lbs. with 23,000 lb. parabolic taper-leaf springs. Synthetic oil in hubs for extended use

Front brakes are 16.5" x 7", ES1100 linings

Aluminum front wheels with 425/65R 22.5 TOYO M153 20 ply tires

Dana-Spicer tandem rear drive axle DS-46P (46,000lbs.) with HMX suspension with shocks,

Aluminum rear drive wheels with 315/80R x 22.5 TOYO M153 20 ply tires.

Rear drive brakes are wide brake option - 16.5" x 8.62"

Double frame with front tow pins painted black. Wheelbase is to be determined

3 steel air tanks with remote drain valves and Bendix B/W AD-9EP Heated air dryer

Dual steer cab with 12 volt assist tilt pump. Full size doors on both sides with electric windows

Tilt and telescopic steering wheel with center horn button for electric or air horn use at both sides

Air horn under cab, dual cab fans, internal air conditioning, AM/FM USB/Bluetooth radio

Sears C2 air ride drivers seats on both sides

NEW digital dashboard with free T-Mobile wireless access

Additional power point, triangle warning kit, 5 lb. fire extinguisher

Cab painted white

Container Systems
& Equipment Company, Inc.



DATE: October 5, 2022

TO: Jacob Hood - City of Zephyrhills

RE: **Price quotation for 2023 Crane Carrier/Battle Motors chassis from the Florida Sheriff's Contract Bid #FSA22-VEH20.0, Item #145 (60,000 GVW Refuse Truck)**

Chassis: **Base Bid Specifications:**
2023 CCC LET2 (low entry tilt) chassis, 64,000 lbs. GVW, galvanized steel, 60 degree electric tilt, LED headlights, 19" floor height both sides, left side driving position with air ride seat, full doors with w/electric windows, air conditioning, AM/FM USB/Bluetooth radio, dual cab fans, air horn mounted under cab, 5# fire extinguisher, warning triangle kit, parts and service thumb drive, white paint
Cummins ISX 320R- 320hp -1150 ft.lbs. torque
w/ Delco Remy 430 amp alternator, Cummins ECO fit DPF/SCR streetside mounted exhaust
Allison 4500RDS transmission, w/oil cooler inside radiator, five electric reversible cooling fans
Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DSH44P - 44,000 lbs. tandem rear axle,
Hendrickson HMX 44,000lb rear suspension, Bendix B/W AD-9EP air dryer, 80 gallon aluminum fuel tank, 10 gallon DEF tank
tires: front - 315/80R x 22.5 - 20 ply – TOYO M153 - 22.5" x 9.00" steel wheels
rear - 11R 22.5 - 16 ply – TOYO M170 - 22.5" x 8.25" steel wheels

Cost:	$ 196,849
Specification Adjustments for the City of Zephyrhills	
Change ISX engine to ISL9 350 horsepower (deduct)	- 7,212
Upgrade to 66,000 GVWR (46,000lb tandem axle)	+ 1,173
Add double frame full insert (RBM - 3,369,000 in.lbs.)	+ 2,353
Add dual sit down steering positions ($4,709) with remote control mirrors ($1400)	+ 6,109
Add windshield guard for front loader applications (formerly a ladder as well)	+ 609
Change front tires to 425/65R x 22.5" TOYO M153 - 20 ply	+ 1,589
Upgrade front axle suspension to 23K capacity for front loader applications	+ 226
Change rear tires to 315/80R x 22.5" TOYO M153 - 20 ply	+ 1,720
Change all wheels to aluminum	+ 1,565
Chassis Cost:	**$ 204,981**
EZ Pack Frontloader (See attached quote) $152,353 + FSA fee ($1,143)	**$ 153,496**
Remanufactured Curotto Can from Florida Truck and Equipment Repair (See attached quote) $24,500 + FSA fee ($184)	**$ 24,684**
Total Cost for completed unit:	**$ 383,161**

Delivery: 180 to 210 days for chassis, 90 days for body upon receipt of chassis. Total 300 days
Terms: net 45 days
FOB: Zephyrhills, FL.
NOTE: **A Purchase Order issued based on this quote may be subject to a change order due to the volatility of the current price situation with manufacturers at the time of the vehicle completion. Body manufacturers have only be able to guarantee their pricing for 30 days. Chassis pricing is locked in because it gets ordered immediately.**

Respectfully,

Robert Barton

506 Bellevue Avenue • Daytona Beach, Florida 32114-5279 • (386) 253-5555 • FAX (386) 253-8537
Website: www.containersys.com • Email: info@containersys.com

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PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	Quote 37934-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
6/5/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/6/2022

REQUESTING AGENCY **ZEPHYRHILLS, CITY OF**
CONTACT PERSON **TOM GILL** **EMAIL** TGILL@CI.ZEPHYRHILLS.FL.US
PHONE **813-714-9922** MOBILE FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF **www.NationalAutoFleetGroup.com**

MODEL X2A 600A **MSRP** **$44,775.00**

2023 FORD F-250 SUPER CAB 2WD XL 8' BED 164" WB

CUSTOMER ID **BASE VEHICLE PRICE** **$41,660.00**

BED LENGTH **8' BED**

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	$0.00
996 44S	6.2L EFI V8 ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
18B	BLACK PLATFORM RUNNING BOARDS	$444.00
52B	ELECTRIC BRAKE CONTROLLER	$295.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror	$410.00
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	$1,095.00
	FACTORY OPTIONS	**$2,244.00**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.	$245.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	$290.00
K 696J	Knapheide 8' SRW utility body for 56'' CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	$8,675.00
K CLV SB	Class V Hitch for Service Body	$650.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	$210.00
K VICE MECH	Furnish and Install Vice Mount Bracket and Wilton 6" Vice (*DRIVER SIDE Rear Bumper)	$750.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	$1,120.00
FS MPS62U-4 AW	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle. Amber/White	$705.00
	CONTRACT OPTIONS	**$12,645.00**

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VEHICLE TOTAL	$43,904.00
MSRP DISCOUNT	1.9%
ACCESSORY TOTAL	$12,645.00
CUSTOMER PRICE	$56,549.00
TRADE IN	$0.00
TOTAL COST LESS TRADE IN(S) QTY 1	$56,549.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

Estimated Annual payments for 60 months paid in advance: $12,664.65
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

2023 Model to be provided

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2022 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box — MSRP:$40,430.00

Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift-G 6-Spd Auto w/SelectShift

OPTIONS

CODE	MODEL	MSRP
X2A	[Fleet] 2022 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box	$40,430.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
18B	Platform Running Boards	$445.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	$0.00
52B	Trailer Brake Controller	$300.00
600A	Order Code 600A	$0.00

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Data Version: 16654. Data Updated: Jun 4, 2022 6:16:00 PM PDT.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box (✔ Complete)

64A	Wheels: 17" Argent Painted Steel	$0.00
66D	Pickup Box Delete	($625.00)
872	Rear View Camera & Prep Kit	$415.00
90L	Power Equipment Group	$1,100.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	$0.00
X37	3.73 Axle Ratio	$0.00
Z1	Oxford White	$0.00
	SUBTOTAL	**$42,065.00**
	Adjustments Total	$0.00
	Destination Charge	$1,795.00
	TOTAL PRICE	**$43,860.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 16654. Data Updated: Jun 4, 2022 6:16:00 PM PDT.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)
	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
	157 Amp Alternator
	Class V Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	3870# Maximum Payload
	GVWR: 10,000 lb Payload Package
	HD Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)
	Regular Box Style
	Steel Spare Wheel
	Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Data Version: 16654. Data Updated: Jun 4, 2022 6:16:00 PM PDT.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box (✔ Complete)

Exterior	
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Reverse Opening Rear Doors
	Manual Tailgate/Rear Door Lock
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio w/Seek-Scan and Clock
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Fixed Rear Windows

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Data Version: 16654. Data Updated: Jun 4, 2022 6:16:00 PM PDT.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box (✔ Complete)

Interior	
	FordPass Connect 4G Mobile Hotspot Internet Access
	Rear Cupholder
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	2 12V DC Power Outlets
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Manual 1st Row Windows
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Engine Immobilizer
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

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Data Version: 16654. Data Updated: Jun 4, 2022 6:16:00 PM PDT.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box (✔ Complete)

Safety-Mechanical	
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 16654. Data Updated: Jun 4, 2022 6:16:00 PM PDT.

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Quote **37919-2**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM		
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE 6/2/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE 10/6/2022

REQUESTING AGENCY **ZEPHYRHILLS, CITY OF**
CONTACT PERSON **TOM GILL** EMAIL TGILL@CI.ZEPHYRHILLS.FL.US
PHONE **813-714-9922** MOBILE FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL F2B 600A — **MSRP** $45,030.00

2023 FORD F-250 REGULAR CAB 4WD XL 8' BED 142" WB

CUSTOMER ID

BASE VEHICLE PRICE $41,903.00

BED LENGTH	8' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	$0.00
996 44S	6.2L EFI V8 ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
18B	BLACK PLATFORM RUNNING BOARDS	$319.00
67H	HEAVY-SERVICE FRONT SUSPENSION PACKAGE -inc: pre-selected heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), NOTE 1: May result in a deterioration of ride quality, NOTE 2: Vehicle ride height will increase w/the addition of this package	$120.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror	$410.00
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	$1,095.00
52B	ELECTRIC BRAKE CONTROLLER	$295.00
	FACTORY OPTIONS	**$2,239.00**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.	$245.00
K 696J	Knapheide 8' SRW utility body for 56'' CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	$8,675.00
K CLV SB	Class V Hitch for Service Body	$650.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	$210.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	$1,120.00
AJ WGG-MNT-WEST	Westin HDX wrap around grille guard with winch mount tray (GM/Ford/RAM/Toyota for up to 12k winch only).	$1,660.00
VR EVO 12	Warn VR EVO self recovery 12,000lb rated winch with remote, open fairlead, and wire rope.	$1,025.00
FS MPS62U-4 AW	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle. Amber/White	$705.00
	CONTRACT OPTIONS	**$14,290.00**

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VEHICLE TOTAL	$44,142.00
MSRP DISCOUNT	2%
ACCESSORY TOTAL	$14,290.00
CUSTOMER PRICE	$58,432.00
TRADE IN	$0.00
TOTAL COST LESS TRADE IN(S) QTY 1	$58,432.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

Estimated Annual payments for 60 months paid in advance: $13,086.36
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

2023 Model to be Ordered

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box — MSRP:$40,685.00

Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift-G 6-Spd Auto w/SelectShift

OPTIONS

CODE	MODEL	MSRP
F2B	[Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box	$40,685.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
18B	Platform Running Boards	$320.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	$0.00
52B	Trailer Brake Controller	$300.00
600A	Order Code 600A	$0.00
64A	Wheels: 17" Argent Painted Steel	$0.00

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Data Version: 16630. Data Updated: Jun 1, 2022 6:15:00 PM PDT.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

66D	Pickup Box Delete	($625.00)
67H	Heavy-Service Front Suspension Package	$125.00
872	Rear View Camera & Prep Kit	$415.00
90L	Power Equipment Group	$1,100.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	$0.00
X37	3.73 Axle Ratio	$0.00
Z1	Oxford White	$0.00
	SUBTOTAL	**$42,320.00**
	Adjustments Total	$0.00
	Destination Charge	$1,795.00
	TOTAL PRICE	**$44,115.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 16630. Data Updated: Jun 1, 2022 6:15:00 PM PDT.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)
	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
	157 Amp Alternator
	Class V Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	3820# Maximum Payload
	GVWR: 10,000 lb Payload Package
	HD Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)
	Regular Box Style
	Steel Spare Wheel
	Spare Tire Stored Underbody w/Crankdown

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Data Version: 16630. Data Updated: Jun 1, 2022 6:15:00 PM PDT.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Exterior	
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio w/Seek-Scan and Clock
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Manual Air Conditioning

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Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Interior	
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Manual 1st Row Windows
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Engine Immobilizer
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning

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Data Version: 16630. Data Updated: Jun 1, 2022 6:15:00 PM PDT.

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Safety-Interior	
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 16630. Data Updated: Jun 1, 2022 6:15:00 PM PDT.

City Council Meeting
October 24, 2022

Action Item ___x__
Information Only _____

Business Item x

Issue: The Public Works Department requests to purchase the following fleet vehicles using cooperative purchase agreements as follows:

- Front Load Sanitation Truck using the Florida Sheriff's Contract Bid #FSA-VEH20.0 **Total Cost $383,161.00 FY22-23 Budget $400,000**

- ¾ Ton Pick Up Truck – Parks Division using Sourcewell Contract 2023 091521-NAF & 060920 NAF **Total Cost $56,549.00 FY22-23 Budget $65,000**

- ¾ Ton Pick Up Truck – Fleet Division using Sourcewell Contract 2023 091521-NAF & 060920 NAF **Total Cost $58,432.00 Budget $65,000**

Attachments: Container Systems & Equipment Company, Inc. Proposal dated 10/5/22; Alan Jay Quote 37919-2; Alan Jay Quote 37934-2

Analysis: Consideration to approve the purchase of these (3) fleet vehicles as per the attached proposals.

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

City Council Meeting
October 24, 2022

Action Item

CONSENT ITEMS 2.6

Annual Street Resurfacing - Polk County Piggyback Agreement 41-22-38 with Asphalt Paving Systems, Inc.

Issue:

City Council will consider the approval of a construction agreement prepared by the City Attorney for FY22-23 Street Resurfacing. Re: "Piggyback" bid with Polk County, Bid No. 22-245. The purchasing agent for compliance has reviewed this "piggyback bid".

Background:

The FY 22-23 Street Resurfacing includes the following streets:

1. 20th Street – South Avenue to CR54
2. A Avenue– US 301 to 6th Street
3. A Avenue – 4th Street to 6th Street
4. 4th Street – A Avenue to South Avenue
5. B Avenue – 6th Street to US 301
6. B Avenue – 5th Street to 6th Street
7. 10th Avenue – 1st Street to US 301
8. 4th Avenue – 4th Street to US 301

Attachment(s):

1. APS Proposal FY22-23 Resurfacing
2. 17980371v1 - FY22-23 Asphalt Paving Agreement
3. 17980374v1 - Bid Package (Completed)

Fiscal Impact:

The FY22-23 Street Resurfacing to be performed by Asphalt Paving Systems, Inc. 9021 Wire Road Zephyrhills, FL 33540. Not to exceed $599,688.65

Staff Recommendation:

The City Manager and Public Works Director recommend the approval of this construction agreement as presented.

DATE: 9/8/2022

TO: Shane LeBlanc Public Works Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
(813).780.0022 x 3561

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
20th St 2" M/O & Cape Var

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback Polk County Contract				$ -
101-1	MOBILIZATION	LS	1.00	$ 10,000.00	$ 10,000.00
102-1	MAINTENANCE OF TRAFFIC	Per Day	9.00	$ 2,000.00	$ 18,000.00
City Supply	AJUSTING MANHOLES (METAL RISER RINGS)	EA	4.00	$ -	$ -
City Supply	AJUSTING VALVE BOXES (METAL RISER RINGS)	EA	5.00	$ -	$ -
334-1	Superpave Asphaltic Concrete Tr C SP 12.5 (2")	TN	2,430.00	$ 139.00	$ 337,770.00
334-1	Superpave Asphaltic Concrete Tr C SP 9.5 (1")	TN	0.00	$ 157.00	$ -
PC-001-12	Milling 2"	SY	21,995.00	$ 4.10	$ 90,179.50
570-1-2B	Performance Turf - Sod Bahia	SY	0.00	$ 5.50	$ -
PC-002-2	Double Micro	SY	0.00	$ 5.96	$ -
PC-002-2	Double Micro Cape	SY	9,425.00	$ 5.96	$ 56,173.00
PC-001-1	Single Chip Cape	SY	9,425.00	$ 4.15	$ 39,113.75
710.00	Painted Pavement Markings				
11-111	6" White Paint	NM	0.30	$ 2,200.00	$ 660.00
11-123	12" White Paint	LF	760.00	$ 3.30	$ 2,508.00
11-224	18" Yellow Paint	LF	260.00	$ 3.41	$ 886.60
11-125	24" White Paint	LF	400.00	$ 6.60	$ 2,640.00
11-231	18" Yellow Paint	GM	1.00	$ 935.00	$ 935.00
11-211	6" Yellow Paint	NM	2.30	$ 2,200.00	$ 5,060.00
11-160	White Message Paint	EA	22.00	$ 66.00	$ 1,452.00
711.00	Thermoplastic				
11-111	6" White Thermo	GM	0.30	$ 5,665.00	$ 1,699.50
11-123	12" White Thermo	LF	760.00	$ 4.95	$ 3,762.00
11-224	18" Yellow Thermo	LF	260.00	$ 4.95	$ 1,287.00
11-125	24" White Thermo	LF	400.00	$ 9.90	$ 3,960.00
11-231	18" Yellow Thermo	GM	1.00	$ 2,200.00	$ 2,200.00
11-211	6" Yellow Thermo	GM	2.30	$ 5,665.00	$ 13,029.50
11-160	Measagge Thermo	EA	22.00	$ 220.00	$ 4,840.00
PC-012	Reflective Pavement Markers (all colors & blue)	EA	440.00	$ 4.62	$ 2,032.80
102-99-1	Portable Changeable Message Signs	DY	20.00	$ 75.00	$ 1,500.00
*	2 VMB's 10 days before job starts by APS (20th)				
*	Proposal includes all Labor, and Equipment for all items.				

*	All Stop Bars will also have the word STOP				
*	Millings hauled to APS				$ -
					$ -
				Total	$ 599,688.65

Respectfully Submitted,

Randy D. Shane
Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-892-0056
e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total	M/O	CAPE	DM
2" M/O	**20th St**	SR 54	5th Ave	5,820	21.0	13,580.00			13580		
		wide areas		800	14.0	1,244.44			1244		
		cut outs		800	4.0	355.56			356		
2" M/O	**20th St**	South	5th Ave	2,180	21.0	5,086.67			5087	0	
2" M/O	**A Ave**	301	6th St	310	22.0	757.78	$ -		758	0	
Cape	**A Ave**	6th St	4th St	630	20.0	1,400.00				1400	
Cape	**4th St**	A Ave	South Ave	440	22.0	1,075.56				1076	
2" M/O	**Ave B**	301	6th St	310	27.0	930.00			930	0	
Cape	**Ave B**	6th St	5th St	350	21.0	816.67				816	
Cape	**10th Ave**	301	1st St	1,440	21.0	3,360.00	$ -			3360	
Cape	**4th Ave**	301	4th St	1,040	24.0	2,773.33				2773	
						0.00				0	
						0.00				0	
						0.00				0	
						0.00					0
				14,120.00		31,380	Total	$0.00			

T M/O	21,955.00
T CAPE	9425
T DM	0

Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
Zephyrhills, FL 33540
Ph: 813-892-0056

PIGGYBACK AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF ZEPHYRHILLS**, a municipal corporation of the State of Florida and hereafter referred to as "CITY", and **ASPHALT PAVING SYSTEMS, INC.,** a Florida corporation, **9021 WIRE ROAD, ZEPHYRHILLS, FL 33540** hereinafter referred to as "CONTRACTOR", and

WHEREAS, the City invited Contractor to bid to construct the following: ANNUAL STREET RESURFACING, which includes:

1) 20th Street – South Avenue to CR54
2) A Avenue– US 301 to 6th Street
3) A Avenue – 4th Street to 6th Street
4) 4th Street – A Avenue to South Avenue
5) B Avenue – 6th Street to US 301
6) B Avenue – 5th Street to 6th Street
7) 10th Avenue – 1st Street to US 301
8) 4th Avenue – 4th Street to US 301

; pursuant to the terms of POLK COUNTY BID No. 22-245, and

WHEREAS, the City has the desire to Piggyback on the Contract for street resurfacing between Contractor and Polk County, Florida based on the bid referenced above.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

ARTICLE I: THE PROJECT SCOPE

The scope of the project involved in this contract is to construct the following: **ANNUAL STREET RESURFACING** as per the plans and specifications of Invitation to Bid, **Re: POLK COUNTY BID No. 22-245.** The furnishing of all materials, labor and performance for all of the work shall be constructed in accordance with the previously submitted drawings, specifications and documents which are, incorporated herein as the "Contract Documents" and are more particularly described as:

1. Conditions of Contract (general and special),
2. Specifications
3. Drawings
4. Addenda or modifications (if applicable)
5. Invitation to Bid, Re: **POLK COUNTY BID No. 22-245**
6. Contractor's Bid

ARTICLE II: SCOPE AND SERVICES

The scope and compensation for the services that the Contractor will provide under this agreement shall be as follows:

A. Contractor shall furnish all materials described in Article I, at the contract amount of not to exceed **$599,688.65**.

B. The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within **FORTY-FIVE (45) CALENDAR DAYS** of said written order (Notice of Commencement).

C. The Contractor agrees that no additional work or extras shall be done unless the same shall be duly authorized by the City in writing by change order.

ARTICLE III: COMPENSATION

1. The sums due to the Contractor according to Article II, shall be due and payable in full, in accordance with the terms of the Invitation to Bid. Neither final payment nor amounts retained, if any, shall become due until the Contractor submits to the City: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City might be responsible or its property encumbered (less amounts withheld by the City) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents is currently in effect, shall remain in force after final payment, and shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City; (3) a written statement that the Contractor knows of no potential reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; and (5) any other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents, to the extent and in such form as may be designated by the City.

2. When the work has been completed and this Agreement fully performed, the Contractor shall submit a final application for payment to the City for approval. The City shall make final payment to the Contractor within thirty (30) days after the Contractor approves of such final application for payment.

3. The parties understand and agree that the City shall bear no obligation under this Agreement, or otherwise, to pay, or to be responsible in any way, for payment to a subcontractor performing portions of the work for the Contractor. If, however, the City receives a Notice to Owner claiming that the Contractor has not properly paid any party that has contracted with the Contractor for any work associated in any way with this project, then the City may, at its sole discretion and after providing notice to the Contractor, pay such party and then deduct the sums paid from any amounts remaining to be paid to the Contractor.

4. Neither payment nor partial or entire use or occupancy of the project by the City shall constitute an acceptance of work not in accordance with the Contract Documents or otherwise improperly performed.

5. The Contractor warrants that title to all construction covered by an application for payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all construction for with payments have been received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor or any other person or entity performing construction at the site or furnishing materials or equipment relating to the construction.

6. The parties understand and agree that the making of final payment by the City shall, in no way, constitute a waiver of claims by the City.

7. Acceptance of final payment shall constitute a waiver of all past, present, or future claims by the Contractor.

ARTICLE IV: INSURANCE AND INDEMNITY

1. The Contractor shall be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this Agreement.

2. The Contractor shall take all necessary precautions required to ensure the safety of, and shall provide any necessary protection to prevent damage, injury or loss to: (1) employees on the work site and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor; and (3) other property at or adjacent to the work site such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3. The Contractor shall promptly remedy damage and loss to property at the work site caused in whole or in part by the Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts he may be liable.

4. The Contractor shall purchase from and maintain, from a company or companies of recognized responsibility, which are licensed, rated and authorized to write policies and conduct business in the State of Florida, all insurance in such amounts as is set forth in the Contract Documents. Prior to commencement of construction, proof of such insurance and payment, along with a copy of the policy, of same shall be provided in writing ten (10) days prior to commencement of construction. The sufficiency of insurance coverage under the terms of this agreement shall be at the City's sole, reasonable discretion. The Contractor shall ensure that the City is named as an additional insured on all the policies set forth in the Contract Documents other than Worker's Compensation Insurance. Coverage's whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.

5. The Contractor shall at all times during the construction, possess: 1) workers' compensation insurance in the amount of the Florida Statutory Limit; 2) automobile liability

insurance of at least $1,000,000; and 3) general liability insurance in the amount of at least $1,000,000. All insurance shall be maintained throughout the course of construction until the date of final payment and termination of any coverage required to be maintained after final payment. City shall be listed as an additional insured on the automobile, general liability, and builder's risk policies.

6. The Contractor shall comply fully with the bonding requirements of Section 255.05, Florida Statutes, as part of the price set forth in the Proposal for this project.

7. The Contractor agrees to indemnify and hold the City harmless from any and all claims, liabilities and damages arising of or resulting from any services to be provided by Contractor as may be described or provided in this Agreement that are caused in whole or in part by any negligent act or willful misconduct of Contractor, any of its agents or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose act or acts any of them may be liable. Contractor's indemnification obligations shall terminate as to this project upon the issuance of Final Payment by the City.

ARTICLE V. CHANGES IN THE WORK

1. Changes in the work may be accomplished after execution of this Agreement, without invalidating this Agreement, by written change order, signed by each party, subject to the limitations stated in the Contract Documents.

2. For the purposes of this Agreement, a change order is defined as a written instrument prepared by the Contractor and signed by both parties stating their agreement upon all of the following: (1) a change in the work; (2) the amount of the adjustment, if any, in the contract sum; and (3) the extent of the adjustment, if any, in the contract time.

3. Change orders shall be based upon the mutual agreement between the City and the Contractor and shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly, unless otherwise provided in the change order.

4. The Contractor shall be responsible for the cost of any change order, the necessity for which was caused or created by the actions or inactions of Contractor, its employees or assigns, not contemplated under this agreement.

ARTICLE VI. CORRECTION OF WORK

1. The Contractor shall promptly correct work rejected by the City or known by the Contractor to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after substantial completion, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections.

2. If, within one (1) year after the date of substantial completion of the work or after the dated for commencement of warranties established in a written agreement between the

parties, or by terms of an applicable special warranty required by the Contract Document, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, unless the City has previously given the Contractor a written acceptance of such condition.

3. Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year, as described above, relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

ARTICLE VII. CLAIMS AND DISPUTES

1. With regard to any material disputes between the City and Contractor (including change orders) regarding the construction of U.S. Highway 301 frontage road, City and Contractor agree to cooperate in good faith to resolve all disputes promptly. If City and Contractor are unable to resolve a dispute within 14 days of written notice from one party to the other that a dispute exists, City and Contractor agree to mediate the dispute with a mutually agreed upon mediator chosen from a list of certified mediators maintained by the court having jurisdiction over the dispute. City and Contractor shall share the costs of the mediator. In the event of a claim, dispute or other issue not resolved through mediation, City or Contractor may institute litigation to resolve the matter, in which case, the parties to this agreement agree that venue and jurisdiction shall be vested solely in a court of competent jurisdiction sitting in Dade City, Pasco County, Florida, and the party prevailing or substantially prevailing in such litigation shall reimburse the other party for its attorney's fees (including in-house attorney's fees at a reasonable rate commensurate with industry standards for the private sector)incurred in connection with such litigation.

2. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all other disputes and matters in question between any of the parties arising out of or relating to the Contract Documents. Claims must be made by written notice. The responsibility to substantiate a claim shall rest with the party making the claim.

3. The Contractor shall carry on the work and maintain the substantial completion date during any dispute proceedings and the City shall continue to make payments, excluding final payment, in accordance with the Contract Documents.

4. If the Contractor wishes to make a claim, he shall give the City written notice thereof within seven (7) calendar days after the Contractor has knowledge of the event giving rise to such claim. The Contractor understands and agrees that the failure to present any claim arising under this Agreement within the time period specified above shall constitute final waiver and

abandonment of the Contractor's right to pursue such claim by either legal or equitable proceedings.

5. All claims shall: (1) be set forth in a petition addressed to the City; (2) shall include a concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based; (3) shall include a concise statement of the provisions of the Agreement, together with any federal, state and local laws, ordinances or code requirements or customary practices and usages in the trade or profession asserted to be applicable to the issues presented by the claim; and (4) shall provide a specific demand for any relief to which the Contractor claims to be entitled.

6. The City shall, after receipt of all requested and/or pertinent information and documents from the Contractor, render a written decision regarding the claim within fourteen (14) days after the submittal of the Contractor.

7. The making of final payment shall not constitute a waiver of any claims by the City. Acceptance of final payment by the contractor shall constitute a waiver of all claims by the Contractor except those: (1) previously and timely made in writing, (2) identified in writing by the Contractor at the time of final application for payment; and (3) otherwise made in full compliance with the terms and conditions of the Contract Documents.

8. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies or disputes arising out of or relating to any part of this Agreement or any breach thereof shall be Pasco County, Florida.

ARTICLE VIII. TERMINATION

1. If the project is abandoned for more than ten (10) days by the Contractor without prior written change order or notice to the City, this Agreement may be terminate by the City upon ten (10) days written notice to the Contractor. If such termination occurs, the City shall pay the Contractor for the work completed.

2. If the Contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the City may give written notice that the City intends to terminate this Agreement. If the Contractor fails to correct the default, failure or neglect with in fourteen (14) calendar days after receipt of notice, the City may, without prejudice to any other remedy, terminate the employment of the Contractor and finish the work by whatever method the City may deem expedient.

3. If the unpaid balance of the contract sum exceeds the expense of finishing the work and any and all damages or related costs incurred by the City, such excess shall be paid to the Contractor based upon work completed sufficiently to the date of the termination. If the expense of completing the work and all damages incurred by the City exceeds the unpaid

balance, then the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of this Agreement.

ARTICLE IX. MISCELLANEOUS

1. If the Contractor is not satisfied with the written decision of the City on any timely-made claim, he may, within sixty (60) days after receipt of such written decision, file an appropriate civil action against the City in a court of competent jurisdiction for a judicial determination of such claim. Any litigation between the parties, whether arising out of any claim or arising out of the Contract Documents or any breach thereof, shall be brought, maintained and pursued only in the appropriate state courts of the State of Florida. Venue of any such litigation between the parties shall lie only in the Circuit Court of Pasco County, Florida. Failure to timely file such civil action within said sixty (60) day period shall conclusively constitute a waiver of such claim and of any judicial proceedings on such claim, and the written decision of the City shall then be binding on the Contractor. The Contractor shall proceed with the work at all times during the pendency of any such civil action. The prevailing party in any litigation will pay all costs and attorney's fees.

2. The parties bind themselves, their partners, successors, assigns and legal representatives with respect to the terms of this Agreement. Neither party shall assign this Agreement without the prior written consent of the other.

3. This Agreement represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

4. If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

5. The Contractor, its agents, and subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City, its employees or representatives.

6. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, facsimile, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to a party at the address set forth opposite the party's name below, or at such other address the party may have specified by written notice to the other party delivered in accordance herewith:

PUBLIC RECORDS NOTICE: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT 813-780-000, EXT. 3543 OR CITYCLERK@ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS – 5335 8TH STREET – ZEPHYRHILLS, FLORIDA 33542.

As to the City: William C. Poe, Jr.
City Manager
5335 8th St.
Zephyrhills, Florida 33542

with a copy to: City Attorney
5335 8th St.
Zephyrhills, Florida 33542

As to Contractor: Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 24th day of October 2022.

ATTEST:

By: _____
Lori L. Hillman, City Clerk

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Jodi Wilkeson, Council President

ASPHALT PAVING SYSTEMS, INC.

By: _____
Witness

By: _____
Witness

By: _____

Printed Name: _____

Title: _____

Approved as to Legal Form and Content only
for the reliance by the City of Zephyrhills

_____
Matthew E. Maggard, City Attorney

Bid Notice

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested providing the necessary labor, materials, equipment, supervision, and support for the construction of asphalt pavement preservation and/or reconstruction processes, and asphalt pavement improvements., as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

Bid Number and Title: 22-245, Pavement Preservation and Recycling Treatments

Description: Provide the necessary labor, materials, equipment, supervision, and support for the construction of asphalt pavement preservation and/or reconstruction processes, and asphalt pavement improvements.

Receiving Period: Wednesday, April 6, 2022, prior to 2:00 p.m.

Bid Opening: Wednesday, April 6, 2022, 2:00 p.m.

Special Instructions:
To receive a copy of the specifications and bid sheets please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 22-245, Pavement Preservation and Recycling Treatments.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m.; Monday, March 28, 2022.

March 30, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
BID # 22-245, Pavement Preservation & Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, April 13, 2022, prior to 2:00 p.m.

Respectfully,

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Robert Capoferri
Title: President
Company: Asphalt Paving Systems, Inc.

April 13, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID # 22-245, Pavement Preservation & Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, April 20, 2022, prior to 2:00 p.m.

Addendum 2 Revised Bid Sheet is available. To receive a copy of the **Addendum 2 Revised Bid Sheet**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 22-245, Pavement Preservation and Recycling Treatments.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Respectfully,

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Robert Capoferri
Title: President
Company: Asphalt Paving Systems, Inc.

April 19, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID # 22-245, Pavement Preservation & Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Additions.

Respectfully,

Ken Brush

Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Robert Capoferri
Title: President
Company: Asphalt Paving Systems, Inc.

Signature Acknowledgement

(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: **4/13/2022**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests 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 County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: **Asphalt Paving Systems, Inc.**

Mailing Address: **9021 Wire Road**

City: **Zephyrhills**

State: **FL**

Zip Code: **33540**

(Area Code) Telephone Number: **813-788-0010**

Toll Free Number: **same as above**

Email Address: **Amandareichartaps@gmail.com; flestimating@asphaltpavingsystems.com**

Authorized Signature:

Name: **Robert Capoferri**

Title: **President**

This bid may be used by any other Government Agency. [✓] YES [ ] NO [ ] N/A

Bidders Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: **Asphalt Paving Systems, Inc.**

DBA/Fictitious Name (if applicable): _____

TIN #: **22-3787755**

Address: **9021 Wire Road**

City: **Zephyrhills**

State: **Florida**

Zip Code: **33540**

County: **Pasco**

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: **Robert Capoferri**

Phone Number: **813-788-0010**

Cell Phone Number: **n/a**

Email Address: **FLEstimating@asphaltpavingsystems.com**

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: **New Jersey**

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): **Asphalt Paving Systems, Inc.** does:

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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 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.

Vendor Signature: _____

Date: **4/13/2022**

Non-Collusion Affidavit of Prime Bidder

(Submittal Page)

State of Florida

County of Pasco

Robert Capoferri, President
being first duly sworn, deposes and says that:

1. He - She is President of Asphalt Paving Systems, Inc., the Bidder that has submitted the attached Bid;

2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

State of: Florida

County of: Pasco

The foregoing instrument was acknowledged before me by means of [X] physical presence or ☐online notarization, this 13th day of April, 2022, by Robert Capoferri (*name*) as President (*title of officer*) of Asphalt Paving Systems, Inc. (*entity name*), on behalf of the company, who [x] is personally known to me or ☐ has produced n/a as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Amanda Reichart

Notary Commission Number and Expiration: January 22,2026 (AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
AMANDA R. REICHART
Commission # HH 214726
Expires January 22, 2026

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida

330 W Church St, Room 150

Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

Insurance

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in the bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: Asphalt Paving Systems, Inc.

Bidder Signature: _____

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

1.4 The Vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

Safety Requirements/Regulations Form

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 13th day of April, 20 22

Name of Firm Asphalt Paving Systems, Inc.

By _____

Title of Person Signing: Robert Capoferri, President

(SEAL)

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 13th day of April, 2022, by Robert Capoferri (*name*) as President (*title of officer*) of Asphalt Paving Systems, Inc. (*entity name*), on behalf of the company, who [x] is personally known to me or [ ] has produced n/a as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Amanda R. Reichart

Notary Commission Number and Expiration: January 22, 2026

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA

AMANDA R. REICHART
Commission # HH 214726
Expires January 22, 2026

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: **Asphalt Paving Systems, Inc.**

Signature: _____

Title: **Robert Capoferri, President**

Date: **4/13/2022**

State of: **Florida**

County of: **Pasco**

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this **13th** day of **April**, 2022, by **Robert Capoferri** (*name*) as **President** (*title of officer*) of **Asphalt Paving Systems, Inc.** (*entity name*), on behalf of the company, who [x] is personally known to me or [ ] has produced **n/a** as identification.

Notary Public Signature: _____

Printed Name of Notary Public: **Amanda R. Reichart**

Notary Commission Number and Expiration: **January 22, 2026**

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA

AMANDA R. REICHART
Commission # HH 214726
Expires January 22, 2026

Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540

ADDENDUM 2 REVISED BID 22-245 Pavement Preservation & Recycling Treatments

PC-001 CHIP SEAL

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-001-1	**CHIP SEAL (SINGLE APPLICATION)**				
	0 - 25,000	SY	18000	$ 4.15	$ 74,700.00
	25,001 - 50,000	SY	36000	$ 2.84	$ 102,240.00
	50,001 AND OVER	SY	60000	$ 2.70	$ 162,000.00
PC-001-2	**CHIP SEAL (DOUBLE APPLICATION)**				
	0 - 25,000	SY	15000	$ 5.95	$ 89,250.00
	25,001 - 50,000	SY	36000	$ 5.13	$ 184,680.00
	50,001 AND OVER	SY	60000	$ 4.75	$ 285,000.00
PC-001-3	**CHIP SEAL (TRIPLE APPLICATION)**				
	0 - 25,000	SY	10000	$ 7.89	$ 78,900.00
	25,001 - 50,000	SY	35000	$ 7.50	$ 262,500.00
	50,001 AND OVER	SY	60000	$ 6.95	$ 417,000.00
902-2	Silica Sand	SY	60000	$ 0.15	$ 9,000.00
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 2.20	$ 5,808.00
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 1.65	$ 4,356.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1200	$ 1.10	$ 1,320.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1200	$ 4.62	$ 5,544.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 4.62	$ 138.60
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 4.62	$ 138.60
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	3	$ 2,200.00	$ 6,600.00
11-122	Standard, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Standard, White, Solid 12"	LF	100	$ 3.30	$ 330.00
11-124	Standard, White, Solid 18"	LF	30	$ 3.41	$ 102.30
11-125	Standard, White, Solid 24"	LF	250	$ 6.60	$ 1,650.00
11-131	Standard, White Skip 6"	GM	1	$ 935.00	$ 935.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Standard, White, Message	EA	15	$ 66.00	$ 990.00
11-170	Standard, White, Arrows	EA	10	$ 38.50	$ 385.00
11-180	Standard, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Standard, Yellow, Solid 6"	NM	2	$ 2,200.00	$ 4,400.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Standard, Yellow, Solid 12"	LF	30	$ 1.10	$ 33.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 3.41	$ 102.30
11-225	Standard, Yellow, Solid 24"	LF	40	$ 1.87	$ 74.80
11-231	Standard, Yellow, Skip 6"	GM	1	$ 935.00	$ 935.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.32	$ 66.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 2,750.00	$ 8,250.00
11-122	Durable, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Durable, White, Solid 12"	LF	100	$ 4.40	$ 440.00
11-124	Durable, White, Solid 18"	LF	30	$ 4.95	$ 148.50
11-125	Durable, White, Solid 24"	LF	250	$ 8.80	$ 2,200.00
11-131	Durable, White Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Durable, White, Message	EA	15	$ 88.00	$ 1,320.00
11-170	Durable, White, Arrows	EA	10	$ 55.00	$ 550.00
11-180	Durable, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 2,750.00	$ 5,500.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Durable, Yellow, Solid 12"	LF	30	$ 3.30	$ 99.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Durable, Yellow, Solid 24"	LF	40	$ 6.60	$ 264.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.10	$ 55.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	1	$ 5,665.00	$ 5,665.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 1.65	$ 49.50
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 4.95	$ 495.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 6.05	$ 181.50
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 9.90	$ 990.00
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 2,200.00	$ 2,200.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00

11-160	Thermo, Standard, White, Message	EA	15	$	220.00	$ 3,300.00
11-170	Thermo, Standard, White, Arrows	EA	10	$	71.50	$ 715.00
11-180	Thermo, Standard, White, Yield Line	LF	20	$	8.80	$ 176.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$	5,665.00	$ 5,665.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$	1.32	$ 39.60
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$	2.53	$ 75.90
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$	4.95	$ 148.50
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$	5.06	$ 202.40
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$	2,200.00	$ 2,200.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$	2.20	$ 110.00
	SHOULDER AND ROADSIDE					
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$	3.50	$ 1,050.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$	4.50	$ 1,350.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	7040	$	5.50	$ 38,720.00
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$	1,078.00	$ 53,900.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$	814.00	$ 40,700.00
577-70	SHOULDER REWORK	SY	7040	$	1.75	$ 12,320.00
104-13-1	SILT FENCE TYPE III	LF	1000	$	2.50	$ 2,500.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	30	$	225.00	$ 6,750.00
101-1	**MOBILIZATION**					
	Work Order Total $0.00 - $50,000	LS	1	$	2,500.00	$ 2,500.00
	Work Order Total $50,001 - $100,000	LS	1	$	3,500.00	$ 3,500.00
	Work Order Total $100,001 - $500,000	LS	1	$	4,500.00	$ 4,500.00
	Work Order Total Over $500,000	LS	1	$	6,000.00	$ 6,000.00
102-1	**Maintenance of Traffice (MOT)**					
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	7	$	2,000.00	$ 14,000.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):					$ 1,931,008.20

PC-002 MICRO-SURFACING

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-002	**MICRO-SURFACING**				
PC-002-1	**SINGLE MICRO**				
	0 - 25,000	SY	15000	$ 3.71	$ 55,650.00
	25,001 - 50,000	SY	30000	$ 3.50	$ 105,000.00
	50,001 AND OVER	SY	60000	$ 3.30	$ 198,000.00
PC-002-2	**DOUBLE MICRO**				
	0 - 25,000	SY	15000	$ 5.96	$ 89,400.00
	25,001 - 50,000	SY	30000	$ 4.99	$ 149,700.00
	50,001 AND OVER	SY	60000	$ 4.70	$ 282,000.00
PC-002-3	RUT FILL	TON	500	$ 185.00	$ 92,500.00
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 2.20	$ 5,808.00
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 1.65	$ 4,356.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	$ 1.10	$ 550.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	$ 4.62	$ 2,310.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 4.62	$ 138.60
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 4.62	$ 138.60
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	$ 2,200.00	$ 2,200.00
11-122	Standard, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Standard, White, Solid 12"	LF	100	$ 3.30	$ 330.00
11-124	Standard, White, Solid 18"	LF	30	$ 3.41	$ 102.30
11-125	Standard, White, Solid 24"	LF	250	$ 6.60	$ 1,650.00
11-131	Standard, White Skip 6"	GM	1	$ 935.00	$ 935.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Standard, White, Message	EA	15	$ 66.00	$ 990.00
11-170	Standard, White, Arrows	EA	10	$ 38.50	$ 385.00
11-180	Standard, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Standard, Yellow, Solid 6"	NM	1	$ 2,200.00	$ 2,200.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Standard, Yellow, Solid 12"	LF	30	$ 1.10	$ 33.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 3.41	$ 102.30
11-225	Standard, Yellow, Solid 24"	LF	40	$ 1.87	$ 74.80
11-231	Standard, Yellow, Skip 6"	GM	1	$ 935.00	$ 935.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.32	$ 66.00

710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 2,750.00	$ 8,250.00
11-122	Durable, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Durable, White, Solid 12"	LF	100	$ 4.40	$ 440.00
11-124	Durable, White, Solid 18"	LF	30	$ 4.95	$ 148.50
11-125	Durable, White, Solid 24"	LF	250	$ 8.80	$ 2,200.00
11-131	Durable, White Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Durable, White, Message	EA	15	$ 88.00	$ 1,320.00
11-170	Durable, White, Arrows	EA	10	$ 55.00	$ 550.00
11-180	Durable, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 2,750.00	$ 5,500.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Durable, Yellow, Solid 12"	LF	30	$ 3.30	$ 99.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Durable, Yellow, Solid 24"	LF	40	$ 6.60	$ 264.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.10	$ 55.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 5,665.00	$ 11,330.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 1.65	$ 49.50
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 4.95	$ 495.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 6.05	$ 181.50
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 9.90	$ 990.00
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 2,200.00	$ 2,200.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00
11-160	Thermo, Standard, White, Message	EA	15	$ 220.00	$ 3,300.00
11-170	Thermo, Standard, White, Arrows	EA	10	$ 71.50	$ 715.00
11-180	Thermo, Standard, White, Yield Line	LF	20	$ 8.80	$ 176.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 5,665.00	$ 5,665.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 1.32	$ 39.60
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 2.53	$ 75.90
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 5.06	$ 202.40
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 2,200.00	$ 2,200.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.20	$ 110.00
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$ 3.50	$ 1,050.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 4.50	$ 1,350.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2347	$ 5.50	$ 12,906.67
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 1,078.00	$ 53,900.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 814.00	$ 40,700.00
577-70	SHOULDER REWORK	SY	2347	$ 1.75	$ 4,106.67
104-13-1	SILT FENCE TYPE III	LF	500	$ 2.50	$ 1,250.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	20	$ 225.00	$ 4,500.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 2,500.00	$ 2,500.00
	Work Order Total $50,001 - $100,000	LS	1	$ 3,500.00	$ 3,500.00
	Work Order Total $100,001 - $500,000	LS	1	$ 4,500.00	$ 4,500.00
	Work Order Total Over $500,000	LS	1	$ 6,000.00	$ 6,000.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	25	$ 2,000.00	$ 50,000.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 1,210,054.93

PC-003 CRACK SEALING

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-003	**CRACK FILLING/SEALING**				
PC-003-1	0 - 500	GAL	450	$ 35.00	$ 15,750.00
PC-003-2	501 - 1,000	GAL	850	$ 33.00	$ 28,050.00
PC-003-3	1,001 - 5,000	GAL	2150	$ 30.00	$ 64,500.00
PC-003-4	5,001 AND OVER	GAL	6000	$ 27.00	$ 162,000.00
PC-003	**Routing and Sealing**				
PC-003-5	0 - 500	GAL	450	$ 50.00	$ 22,500.00
PC-003-6	501 - 1,000	GAL	850	$ 45.00	$ 38,250.00
PC-003-7	1,001 - 5,000	GAL	2150	$ 43.50	$ 93,525.00
PC-003-8	5,001 AND OVER	GAL	6000	$ 40.00	$ 240,000.00

101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 750.00	$ 750.00
	Work Order Total $50,001 - $100,000	LS	1	$ 750.00	$ 750.00
	Work Order Total $100,001 - $500,000	LS	1	$ 750.00	$ 750.00
	Work Order Total Over $500,000	LS	1	$ 750.00	$ 750.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	20	$ 2,000.00	$ 40,000.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 707,575.00

ADDITIONAL PRICING FOR INFORMATIONAL PURPOSE ONLY (NOT BASIS OF AWARD)

PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**	**Unit**	**Qtys**	**Unit Price**	**Total (Unit Price X Qtys)**
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 2.20	$ 5,808.00
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 1.65	$ 4,356.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	$ 1.10	$ 550.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	$ 4.62	$ 2,310.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 4.62	$ 138.60
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 4.62	$ 138.60
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	$ 2,200.00	$ 2,200.00
11-122	Standard, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Standard, White, Solid 12"	LF	100	$ 3.30	$ 330.00
11-124	Standard, White, Solid 18"	LF	30	$ 3.41	$ 102.30
11-125	Standard, White, Solid 24"	LF	250	$ 6.60	$ 1,650.00
11-131	Standard, White Skip 6"	GM	1	$ 935.00	$ 935.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Standard, White, Message	EA	15	$ 66.00	$ 990.00
11-170	Standard, White, Arrows	EA	10	$ 38.50	$ 385.00
11-180	Standard, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Standard, Yellow, Solid 6"	NM	1	$ 2,200.00	$ 2,200.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Standard, Yellow, Solid 12"	LF	30	$ 1.10	$ 33.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 3.41	$ 102.30
11-225	Standard, Yellow, Solid 24"	LF	40	$ 1.87	$ 74.80
11-231	Standard, Yellow, Skip 6"	GM	1	$ 935.00	$ 935.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.32	$ 66.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 2,750.00	$ 8,250.00
11-122	Durable, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Durable, White, Solid 12"	LF	100	$ 4.40	$ 440.00
11-124	Durable, White, Solid 18"	LF	30	$ 4.95	$ 148.50
11-125	Durable, White, Solid 24"	LF	250	$ 8.80	$ 2,200.00
11-131	Durable, White Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Durable, White, Message	EA	15	$ 88.00	$ 1,320.00
11-170	Durable, White, Arrows	EA	10	$ 55.00	$ 550.00
11-180	Durable, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 2,750.00	$ 5,500.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Durable, Yellow, Solid 12"	LF	30	$ 3.30	$ 99.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Durable, Yellow, Solid 24"	LF	40	$ 6.60	$ 264.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.10	$ 55.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 5,665.00	$ 11,330.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 1.65	$ 49.50
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 4.95	$ 495.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 6.05	$ 181.50
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 9.90	$ 990.00
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 2,200.00	$ 2,200.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00
11-160	Thermo, Standard, White, Message	EA	15	$ 220.00	$ 3,300.00
11-170	Thermo, Standard, White, Arrows	EA	10	$ 71.50	$ 715.00
11-180	Thermo, Standard, White, Yield Line	LF	20	$ 8.80	$ 176.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 5,665.00	$ 5,665.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 1.32	$ 39.60
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 2.53	$ 75.90
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 5.06	$ 202.40
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 2,200.00	$ 2,200.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.20	$ 110.00

PC-004 FOG SEAL

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-004	**FOG SEAL**				
PC-004-1	**Fog Seal Tight Surface (0.09-0.14 gal/sy)**				
	0 - 25,000	SY	12000	**$ 0.75**	**$ 9,000.00**
	25,001 - 50,000	SY	30000	**$ 0.60**	**$ 18,000.00**
	50,001 AND OVER	SY	60000	**$ 0.55**	**$ 33,000.00**
PC-004-2	**Fog Seal Open Surface (0.18-0.22 gal/sy)**				
	0 - 25,000	SY	10000	**$ 0.85**	**$ 8,500.00**
	25,001 - 50,000	SY	30000	**$ 0.80**	**$ 24,000.00**
	50,001 AND OVER	SY	60000	**$ 0.60**	**$ 36,000.00**
902-2	Silica Sand	SY	10000	**$ 0.15**	**$ 1,500.00**
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 2.20	**$ 5,808.00**
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 1.65	**$ 4,356.00**
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	$ 1.10	**$ 550.00**
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	$ 4.62	**$ 2,310.00**
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 4.62	**$ 138.60**
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 4.62	**$ 138.60**
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	$ 2,200.00	**$ 2,200.00**
11-122	Standard, White, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-123	Standard, White, Solid 12"	LF	100	$ 3.30	**$ 330.00**
11-124	Standard, White, Solid 18"	LF	30	$ 3.41	**$ 102.30**
11-125	Standard, White, Solid 24"	LF	60	$ 6.60	**$ 396.00**
11-131	Standard, White Skip 6"	GM	1	$ 935.00	**$ 935.00**
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	**$ 33.00**
11-160	Standard, White, Message	EA	15	$ 66.00	**$ 990.00**
11-170	Standard, White, Arrows	EA	10	$ 38.50	**$ 385.00**
11-180	Standard, White, Yield Line	LF	20	$ 11.00	**$ 220.00**
11-211	Standard, Yellow, Solid 6"	NM	1	$ 2,200.00	**$ 2,200.00**
11-222	Standard, Yellow, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-223	Standard, Yellow, Solid 12"	LF	30	$ 1.10	**$ 33.00**
11-224	Standard, Yellow, Solid 18"	LF	30	$ 3.41	**$ 102.30**
11-225	Standard, Yellow, Solid 24"	LF	40	$ 1.87	**$ 74.80**
11-231	Standard, Yellow, Skip 6"	GM	1	$ 935.00	**$ 935.00**
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.32	**$ 66.00**
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 2,750.00	**$ 8,250.00**
11-122	Durable, White, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-123	Durable, White, Solid 12"	LF	100	$ 4.40	**$ 440.00**
11-124	Durable, White, Solid 18"	LF	30	$ 4.95	**$ 148.50**
11-125	Durable, White, Solid 24"	LF	250	$ 8.80	**$ 2,200.00**
11-131	Durable, White Skip 6"	GM	1	$ 1,100.00	**$ 1,100.00**
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	**$ 33.00**
11-160	Durable, White, Message	EA	15	$ 88.00	**$ 1,320.00**
11-170	Durable, White, Arrows	EA	10	$ 55.00	**$ 550.00**
11-180	Durable, White, Yield Line	LF	20	$ 11.00	**$ 220.00**
11-211	Durable, Yellow, Solid 6"	NM	2	$ 2,750.00	**$ 5,500.00**
11-222	Durable, Yellow, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-223	Durable, Yellow, Solid 12"	LF	30	$ 3.30	**$ 99.00**
11-224	Durable, Yellow, Solid 18"	LF	30	$ 4.95	**$ 148.50**
11-225	Durable, Yellow, Solid 24"	LF	40	$ 6.60	**$ 264.00**
11-231	Durable, Yellow, Skip 6"	GM	1	$ 1,100.00	**$ 1,100.00**
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.10	**$ 55.00**
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 5,665.00	**$ 11,330.00**
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 1.65	**$ 49.50**
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 4.95	**$ 495.00**
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 6.05	**$ 181.50**
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 9.90	**$ 990.00**
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 2,200.00	**$ 2,200.00**
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	**$ 66.00**
11-160	Thermo, Standard, White, Message	EA	15	$ 220.00	**$ 3,300.00**
11-170	Thermo, Standard, White, Arrows	EA	10	$ 71.50	**$ 715.00**
11-180	Thermo, Standard, White, Yield Line	LF	20	$ 8.80	**$ 176.00**

11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 5,665.00	$ 5,665.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 1.32	$ 39.60
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 2.53	$ 75.90
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 5.06	$ 202.40
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 2,200.00	$ 2,200.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.20	$ 110.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 750.00	$ 750.00
	Work Order Total $50,001 - $100,000	LS	1	$ 750.00	$ 750.00
	Work Order Total $100,001 - $500,000	LS	1	$ 750.00	$ 750.00
	Work Order Total Over $500,000	LS	1	$ 750.00	$ 750.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	10	2000	$ 20,000.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 203,287.60

ADDITIONAL PRICING FOR INFORMATIONAL PURPOSE ONLY (NOT BASIS OF AWARD)

	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$ 3.50	$ 1,050.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 4.50	$ 1,350.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2347	$ 5.50	$ 12,906.67
577-70	SHOULDER REWORK	SY	2347	$ 1.75	$ 4,106.67
104-13-1	SILT FENCE TYPE III	LF	500	$ 2.50	$ 1,250.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	20	$ 225.00	$ 4,500.00

PC-005 ASPHALT REJUVENATOR

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-005	**ASPHALT REJUVENATOR**				
PC-005	ASPHALT REJUVENATOR PER SPECIFICATION	SY	650000	No Bid	#VALUE!
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	No Bid	#VALUE!
	Work Order Total $50,001 - $100,000	LS	1	No Bid	#VALUE!
	Work Order Total $100,001 - $500,000	LS	1	No Bid	#VALUE!
	Work Order Total Over $500,000	LS	1	No Bid	#VALUE!
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	No Bid	#VALUE!
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				#VALUE!

ADDITIONAL PRICING FOR INFORMATIONAL PURPOSE ONLY (NOT BASIS OF AWARD)

PC-012	REFLECTIVE PAVEMENT MARKERS	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	No Bid	#VALUE!
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	No Bid	#VALUE!
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	No Bid	#VALUE!
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	No Bid	#VALUE!
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	No Bid	#VALUE!
11-122	Standard, White, Solid 8"	LF	30	No Bid	#VALUE!
11-123	Standard, White, Solid 12"	LF	100	No Bid	#VALUE!
11-124	Standard, White, Solid 18"	LF	30	No Bid	#VALUE!
11-125	Standard, White, Solid 24"	LF	250	No Bid	#VALUE!
11-131	Standard, White Skip 6"	GM	1	No Bid	#VALUE!
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	No Bid	#VALUE!
11-160	Standard, White, Message	EA	15	No Bid	#VALUE!
11-170	Standard, White, Arrows	EA	10	No Bid	#VALUE!
11-180	Standard, White, Yield Line	LF	20	No Bid	#VALUE!
11-211	Standard, Yellow, Solid 6"	NM	1	No Bid	#VALUE!
11-222	Standard, Yellow, Solid 8"	LF	30	No Bid	#VALUE!
11-223	Standard, Yellow, Solid 12"	LF	30	No Bid	#VALUE!
11-224	Standard, Yellow, Solid 18"	LF	30	No Bid	#VALUE!
11-225	Standard, Yellow, Solid 24"	LF	40	No Bid	#VALUE!
11-231	Standard, Yellow, Skip 6"	GM	1	No Bid	#VALUE!
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	No Bid	#VALUE!
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	No Bid	#VALUE!
11-122	Durable, White, Solid 8"	LF	30	No Bid	#VALUE!
11-123	Durable, White, Solid 12"	LF	100	No Bid	#VALUE!
11-124	Durable, White, Solid 18"	LF	30	No Bid	#VALUE!
11-125	Durable, White, Solid 24"	LF	250	No Bid	#VALUE!

11-131	Durable, White Skip 6"	GM	1	No Bid	#VALUE!
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	No Bid	#VALUE!
11-160	Durable, White, Message	EA	15	No Bid	#VALUE!
11-170	Durable, White, Arrows	EA	10	No Bid	#VALUE!
11-180	Durable, White, Yield Line	LF	20	No Bid	#VALUE!
11-211	Durable, Yellow, Solid 6"	NM	2	No Bid	#VALUE!
11-222	Durable, Yellow, Solid 8"	LF	30	No Bid	#VALUE!
11-223	Durable, Yellow, Solid 12"	LF	30	No Bid	#VALUE!
11-224	Durable, Yellow, Solid 18"	LF	30	No Bid	#VALUE!
11-225	Durable, Yellow, Solid 24"	LF	40	No Bid	#VALUE!
11-231	Durable, Yellow, Skip 6"	GM	1	No Bid	#VALUE!
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	No Bid	#VALUE!
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	No Bid	#VALUE!
11-122	Thermo, Standard, White, Solid 8"	LF	30	No Bid	#VALUE!
11-123	Thermo, Standard, White, Solid 12"	LF	100	No Bid	#VALUE!
11-124	Thermo, Standard, White, Solid 18"	LF	30	No Bid	#VALUE!
11-125	Thermo, Standard, White, Solid 24"	LF	100	No Bid	#VALUE!
11-131	Thermo, Standard, White Skip 6"	GM	1	No Bid	#VALUE!
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	No Bid	#VALUE!
11-160	Thermo, Standard, White, Message	EA	15	No Bid	#VALUE!
11-170	Thermo, Standard, White, Arrows	EA	10	No Bid	#VALUE!
11-180	Thermo, Standard, White, Yield Line	LF	20	No Bid	#VALUE!
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	No Bid	#VALUE!
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	No Bid	#VALUE!
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	No Bid	#VALUE!
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	No Bid	#VALUE!
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	No Bid	#VALUE!
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	No Bid	#VALUE!
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	No Bid	#VALUE!

PC-006 SCRUB SEAL

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-006	**SCRUB SEAL (EMULSION)**				
	0 - 25,000	SY	10000	**$ 2.25**	**$ 22,500.00**
	25,001 - 50,000	SY	36000	**$ 1.55**	**$ 55,800.00**
	50,001 AND OVER	SY	60000	**$ 1.40**	**$ 84,000.00**
PC-006-A	**AGGREGATE COVER**				
	0 - 25,000	SY	10000	**$ 3.00**	**$ 30,000.00**
	25,001 - 50,000	SY	36000	**$ 2.30**	**$ 82,800.00**
	50,001 AND OVER	SY	60000	**$ 2.20**	**$ 132,000.00**
PC-009	**FOG SEAL**				
	0 - 25,000	SY	10000	**$ 0.85**	**$ 8,500.00**
	25,001 - 50,000	SY	36000	**$ 0.80**	**$ 28,800.00**
	50,001 AND OVER	SY	60000	**$ 0.65**	**$ 39,000.00**
902-2	Silica Sand	SY	10000	**$ 0.15**	**$ 1,500.00**
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 2.20	**$ 5,808.00**
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 1.65	**$ 4,356.00**
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	$ 1.10	**$ 550.00**
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	$ 4.62	**$ 2,310.00**
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 4.62	**$ 138.60**
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 4.62	**$ 138.60**
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	$ 2,200.00	**$ 2,200.00**
11-122	Standard, White, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-123	Standard, White, Solid 12"	LF	100	$ 3.30	**$ 330.00**
11-124	Standard, White, Solid 18"	LF	30	$ 3.41	**$ 102.30**
11-125	Standard, White, Solid 24"	LF	250	$ 6.60	**$ 1,650.00**
11-131	Standard, White Skip 6"	GM	1	$ 935.00	**$ 935.00**
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	**$ 33.00**
11-160	Standard, White, Message	EA	15	$ 66.00	**$ 990.00**
11-170	Standard, White, Arrows	EA	10	$ 38.50	**$ 385.00**
11-180	Standard, White, Yield Line	LF	20	$ 11.00	**$ 220.00**
11-211	Standard, Yellow, Solid 6"	NM	1	$ 2,200.00	**$ 2,200.00**
11-222	Standard, Yellow, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-223	Standard, Yellow, Solid 12"	LF	30	$ 1.10	**$ 33.00**

11-224	Standard, Yellow, Solid 18"	LF	30	$ 3.41	$ 102.30
11-225	Standard, Yellow, Solid 24"	LF	40	$ 1.87	$ 74.80
11-231	Standard, Yellow, Skip 6"	GM	1	$ 935.00	$ 935.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.32	$ 66.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 2,750.00	$ 8,250.00
11-122	Durable, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Durable, White, Solid 12"	LF	100	$ 4.40	$ 440.00
11-124	Durable, White, Solid 18"	LF	30	$ 4.95	$ 148.50
11-125	Durable, White, Solid 24"	LF	250	$ 8.80	$ 2,200.00
11-131	Durable, White Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Durable, White, Message	EA	15	$ 88.00	$ 1,320.00
11-170	Durable, White, Arrows	EA	10	$ 55.00	$ 550.00
11-180	Durable, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 2,750.00	$ 5,500.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Durable, Yellow, Solid 12"	LF	30	$ 3.30	$ 99.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Durable, Yellow, Solid 24"	LF	40	$ 6.60	$ 264.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.10	$ 55.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 5,665.00	$ 11,330.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 1.65	$ 49.50
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 4.95	$ 495.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 6.05	$ 181.50
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 9.90	$ 990.00
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 2,200.00	$ 2,200.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00
11-160	Thermo, Standard, White, Message	EA	15	$ 220.00	$ 3,300.00
11-170	Thermo, Standard, White, Arrows	EA	10	$ 71.50	$ 715.00
11-180	Thermo, Standard, White, Yield Line	LF	20	$ 8.80	$ 176.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 5,665.00	$ 5,665.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 1.32	$ 39.60
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 2.53	$ 75.90
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 5.06	$ 202.40
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 2,200.00	$ 2,200.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.20	$ 110.00
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$ 3.50	$ 1,050.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 4.50	$ 1,350.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2347	$ 5.50	$ 12,906.67
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 1,078.00	$ 53,900.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 814.00	$ 40,700.00
577-70	SHOULDER REWORK	SY	2347	$ 1.75	$ 4,106.67
104-13-1	SILT FENCE TYPE III	LF	500	$ 2.50	$ 1,250.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	50	$ 225.00	$ 11,250.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 3,000.00	$ 3,000.00
	Work Order Total $50,001 - $100,000	LS	1	$ 4,000.00	$ 4,000.00
	Work Order Total $100,001 - $500,000	LS	1	$ 5,000.00	$ 5,000.00
	Work Order Total Over $500,000	LS	1	$ 6,500.00	$ 6,500.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	10	$ 2,000.00	$ 20,000.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 456,654.93

PC-007 FULL DEPTH RECLAMATION (FDR) WITH CEMENT

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
	EXCAVATION,EMBANKMENT & ROADWAY				
120-1	Excavation Regular	CY	1,500	$ 45.00	$ 67,500.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 40.00	$ 100,000.00
285	General Use Optional Base Material	CY	500	$ 30.00	$ 15,000.00

PC-001	**Milling from 0 to 1,000 Square Yards**				
PC-001-1	0" - 1"	Sq Yd	1000	$ 12.75	$ 12,750.00
PC-001-2	1.01" - 2"	Sq Yd	1000	$ 12.75	$ 12,750.00
PC-001-3	2.01" - 3"	Sq Yd	1000	$ 14.75	$ 14,750.00
PC-001-4	3.01" -4"	Sq Yd	1000	$ 16.00	$ 16,000.00
PC-001-5	greater than 4"	Sq Yd	1000	$ 20.50	$ 20,500.00
	Milling from 1,001 to 5,000 Square Yards				
PC-001-6	0" - 1"	Sq Yd	5000	$ 6.75	$ 33,750.00
PC-001-7	1.01" - 2"	Sq Yd	5000	$ 6.75	$ 33,750.00
PC-001-8	2.01" - 3"	Sq Yd	5000	$ 7.50	$ 37,500.00
PC-001-9	3.01" -4"	Sq Yd	5000	$ 8.00	$ 40,000.00
PC-001-10	greater than 4"	Sq Yd	5000	$ 8.75	$ 43,750.00
	Milling from 5,001 to 25,000 Square Yards				
PC-001-11	0" - 1"	Sq Yd	15000	$ 3.85	$ 57,750.00
PC-001-12	1.01" - 2"	Sq Yd	15000	$ 4.10	$ 61,500.00
PC-001-13	2.01" - 3"	Sq Yd	15000	$ 4.90	$ 73,500.00
PC-001-14	3.01" -4"	Sq Yd	15000	$ 5.55	$ 83,250.00
PC-001-15	greater than 4"	Sq Yd	15000	$ 7.10	$ 106,500.00
	Milling over 25,000 Square Yards				
PC-001-16	0" - 1"	Sq Yd	56000	$ 3.15	$ 176,400.00
PC-001-17	1.01" - 2"	Sq Yd	56000	$ 3.35	$ 187,600.00
PC-001-18	2.01" - 3"	Sq Yd	56000	$ 3.95	$ 221,200.00
PC-001-19	3.01" -4"	Sq Yd	56000	$ 4.70	$ 263,200.00
PC-001-20	greater than 4"	Sq Yd	56000	$ 6.20	$ 347,200.00
334	**Asphalt Types from 0 to 100 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	100	$ 250.00	$ 25,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	100	$ 248.00	$ 24,800.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	100	$ 322.00	$ 32,200.00
334	**Asphalt Types from 101 to 1,000 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	1000	$ 157.00	$ 157,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	1000	$ 155.00	$ 155,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	1000	$ 229.00	$ 229,000.00
334	**Asphalt Types over 1,001 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	4700	$ 150.00	$ 705,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	6300	$ 139.00	$ 875,700.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	1500	$ 223.00	$ 334,500.00
	Asphaltic Concrete for Handwork	Ton	150	$ 350.00	$ 52,500.00
PC-008	**Full Depth Reclamation (FDR)**				
PC-008-1	Excavation for Widening or Unsuitable Material	CY	1200	$ 45.00	$ 54,000.00
PC-008-2	Added RAP or Aggregate	Ton	500	$ 30.00	$ 15,000.00
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards				
PC-008-3	Pulverization	Sq Yd	10500	$ 9.25	$ 97,125.00
PC-008-4	Portland Cement	Ton	150	$ 195.00	$ 29,250.00
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards				
PC-008-7	Pulverization	Sq Yd	30000	$ 7.25	$ 217,500.00
PC-008-8	Portland Cement	Ton	350	$ 195.00	$ 68,250.00
	Full Depth Reclamation (FDR) over 50,000 Square Yards				
PC-008-11	Pulverization	Sq Yd	56000	$ 6.00	$ 336,000.00
PC-008-12	Portland Cement	Ton	700	$ 195.00	$ 136,500.00
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	500	$ 3.50	$ 1,750.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 4.50	$ 1,350.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	6000	$ 5.50	$ 33,000.00
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 1,078.00	$ 53,900.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 814.00	$ 40,700.00
577-70	SHOULDER REWORK	SY	6000	$ 1.75	$ 10,500.00
104-13-1	SILT FENCE TYPE III	LF	500	$ 2.50	$ 1,250.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	50	$ 225.00	$ 11,250.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1500	$ 1.10	$ 1,650.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1500	$ 4.62	$ 6,930.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 4.62	$ 138.60
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 4.62	$ 138.60
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	3	$ 2,200.00	$ 6,600.00
11-122	Standard, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Standard, White, Solid 12"	LF	30	$ 3.30	$ 99.00
11-124	Standard, White, Solid 18"	LF	100	$ 3.41	$ 341.00
11-125	Standard, White, Solid 24"	LF	60	$ 6.60	$ 396.00
11-131	Standard, White Skip 6"	GM	0.22	$ 935.00	$ 205.70
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Standard, White, Message	EA	15	$ 66.00	$ 990.00

11-170	Standard, White, Arrows	EA	10	$ 38.50	$ 385.00
11-180	Standard, White, Yield Line	LF	30	$ 11.00	$ 330.00
11-211	Standard, Yellow, Solid 6"	NM	3	$ 2,200.00	$ 6,600.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Standard, Yellow, Solid 12"	LF	30	$ 1.10	$ 33.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 3.41	$ 102.30
11-225	Standard, Yellow, Solid 24"	LF	40	$ 1.87	$ 74.80
11-231	Standard, Yellow, Skip 6"	GM	0.25	$ 935.00	$ 233.75
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.32	$ 39.60
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 2,750.00	$ 8,250.00
11-122	Durable, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Durable, White, Solid 12"	LF	100	$ 4.40	$ 440.00
11-124	Durable, White, Solid 18"	LF	30	$ 4.95	$ 148.50
11-125	Durable, White, Solid 24"	LF	250	$ 8.80	$ 2,200.00
11-131	Durable, White Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Durable, White, Message	EA	15	$ 88.00	$ 1,320.00
11-170	Durable, White, Arrows	EA	10	$ 55.00	$ 550.00
11-180	Durable, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 2,750.00	$ 5,500.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Durable, Yellow, Solid 12"	LF	30	$ 3.30	$ 99.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Durable, Yellow, Solid 24"	LF	40	$ 6.60	$ 264.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.10	$ 55.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	3	$ 5,665.00	$ 16,995.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 1.65	$ 49.50
11-123	Thermo, Standard, White, Solid 12"	LF	30	$ 4.95	$ 148.50
11-124	Thermo, Standard, White, Solid 18"	LF	100	$ 6.05	$ 605.00
11-125	Thermo, Standard, White, Solid 24"	LF	60	$ 9.90	$ 594.00
11-131	Thermo, Standard, White Skip 6"	GM	0.22	$ 2,200.00	$ 484.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00
11-160	Thermo, Standard, White, Message	EA	15	$ 220.00	$ 3,300.00
11-170	Thermo, Standard, White, Arrows	EA	10	$ 71.50	$ 715.00
11-180	Thermo, Standard, White, Yield Line	LF	30	$ 8.80	$ 264.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	3	$ 5,665.00	$ 16,995.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 1.32	$ 39.60
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 2.53	$ 75.90
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 5.06	$ 202.40
11-231	Thermo, Standard, Yellow, Skip 6"	GM	0.25	$ 2,200.00	$ 550.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 6,500.00	$ 6,500.00
	Work Order Total $50,001 - $100,000	LS	1	$ 7,500.00	$ 7,500.00
	Work Order Total $100,001 - $500,000	LS	1	$ 8,500.00	$ 8,500.00
	Work Order Total Over $500,000	LS	1	$ 9,000.00	$ 9,000.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$ 2,000.00	$ 60,000.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$ 75.00	$ 2,250.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 5,884,533.35

PC-008 FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
	EXCAVATION,EMBANKMENT & ROADWAY				
120-1	Excavation Regular	CY	1,500	$ 45.00	$ 67,500.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 40.00	$ 100,000.00
285	General Use Optional Base Material	CY	500	$ 30.00	$ 15,000.00
PC-001	**Milling from 0 to 1,000 Square Yards**				
PC-001-1	0" - 1"	Sq Yd	1000	$ 12.75	$ 12,750.00
PC-001-2	1.01" - 2"	Sq Yd	1000	$ 12.75	$ 12,750.00
PC-001-3	2.01" - 3"	Sq Yd	1000	$ 14.75	$ 14,750.00
PC-001-4	3.01" -4"	Sq Yd	1000	$ 16.00	$ 16,000.00
PC-001-5	greater than 4"	Sq Yd	1000	$ 20.50	$ 20,500.00

	Milling from 1,001 to 5,000 Square Yards				
PC-001-6	0" - 1"	Sq Yd	5000	$ 6.75	$ 33,750.00
PC-001-7	1.01" - 2"	Sq Yd	5000	$ 6.75	$ 33,750.00
PC-001-8	2.01" - 3"	Sq Yd	5000	$ 7.50	$ 37,500.00
PC-001-9	3.01" -4"	Sq Yd	5000	$ 8.00	$ 40,000.00
PC-001-10	greater than 4"	Sq Yd	5000	$ 8.75	$ 43,750.00
	Milling from 5,001 to 25,000 Square Yards				
PC-001-11	0" - 1"	Sq Yd	15000	$ 3.85	$ 57,750.00
PC-001-12	1.01" - 2"	Sq Yd	15000	$ 4.10	$ 61,500.00
PC-001-13	2.01" - 3"	Sq Yd	15000	$ 4.90	$ 73,500.00
PC-001-14	3.01" -4"	Sq Yd	15000	$ 5.55	$ 83,250.00
PC-001-15	greater than 4"	Sq Yd	15000	$ 7.10	$ 106,500.00
	Milling over 25,000 Square Yards				
PC-001-16	0" - 1"	Sq Yd	35000	$ 3.15	$ 110,250.00
PC-001-17	1.01" - 2"	Sq Yd	35000	$ 3.35	$ 117,250.00
PC-001-18	2.01" - 3"	Sq Yd	35000	$ 3.95	$ 138,250.00
PC-001-19	3.01" -4"	Sq Yd	35000	$ 4.70	$ 164,500.00
PC-001-20	greater than 4"	Sq Yd	35000	$ 6.20	$ 217,000.00
334	**Asphalt Types from 0 to 100 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	100	$ 250.00	$ 25,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	100	$ 248.00	$ 24,800.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	100	$ 322.00	$ 32,200.00
334	**Asphalt Types from 101 to 1,000 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	1000	$ 157.00	$ 157,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	1000	$ 155.00	$ 155,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	600	$ 229.00	$ 137,400.00
334	**Asphalt Types over 1,001 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	3000	$ 150.00	$ 450,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	4000	$ 139.00	$ 556,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	600	$ 223.00	$ 133,800.00
	Asphaltic Concrete for Handwork	Ton	150	$ 350.00	$ 52,500.00
PC-008	**Full Depth Reclamation (FDR)**				
PC-008-1	Excavation for Widening or Unsuitable Material	CY	3500	$ 45.00	$ 157,500.00
PC-008-2	Added RAP or Aggregate	Ton	500	$ 30.00	$ 15,000.00
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards				
PC-008-3	Pulverization	Sq Yd	7000	$ 10.25	$ 71,750.00
PC-008-4	Portland Cement	Ton	150	$ 195.00	$ 29,250.00
PC-008-5	Asphaltic Cement - Foamed Asphalt Base	Gallon	10000	$ 5.00	$ 50,000.00
PC-008-6	Asphaltic Emulsion	Gallon	20000	$ 2.55	$ 51,000.00
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards				
PC-008-7	Pulverization	Sq Yd	30000	$ 8.25	$ 247,500.00
PC-008-8	Portland Cement	Ton	350	$ 195.00	$ 68,250.00
PC-008-9	Asphaltic Cement - Foamed Asphalt Base	Gallon	40000	$ 5.00	$ 200,000.00
PC-008-10	Asphaltic Emulsion	Gallon	55000	$ 2.55	$ 140,250.00
	Full Depth Reclamation (FDR) over 50,000 Square Yards				
PC-008-11	Pulverization	Sq Yd	56000	$ 7.00	$ 392,000.00
PC-008-12	Cement - Cement Treatment	Ton	700	$ 195.00	$ 136,500.00
PC-008-13	Asphaltic Cement - Foamed Asphalt Base	Gallon	100000	$ 5.00	$ 500,000.00
PC-008-14	Asphaltic Emulsion - Emulsion Treated Base	Gallon	110000	$ 2.55	$ 280,500.00
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	500	$ 3.50	$ 1,750.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 4.50	$ 1,350.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	6000	$ 5.50	$ 33,000.00
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 1,078.00	$ 53,900.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 814.00	$ 40,700.00
577-70	SHOULDER REWORK	SY	6000	$ 1.75	$ 10,500.00
104-13-1	SILT FENCE TYPE III	LF	500	$ 2.50	$ 1,250.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	50	$ 225.00	$ 11,250.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1500	$ 1.10	$ 1,650.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1500	$ 4.62	$ 6,930.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 4.62	$ 138.60
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 4.62	$ 138.60
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	3	$ 2,200.00	$ 6,600.00
11-122	Standard, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Standard, White, Solid 12"	LF	30	$ 3.30	$ 99.00
11-124	Standard, White, Solid 18"	LF	100	$ 3.41	$ 341.00
11-125	Standard, White, Solid 24"	LF	60	$ 6.60	$ 396.00
11-131	Standard, White Skip 6"	GM	0.22	$ 935.00	$ 205.70
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Standard, White, Message	EA	15	$ 66.00	$ 990.00

11-170	Standard, White, Arrows	EA	10	$ 38.50	$ 385.00
11-180	Standard, White, Yield Line	LF	30	$ 11.00	$ 330.00
11-211	Standard, Yellow, Solid 6"	NM	3	$ 2,200.00	$ 6,600.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Standard, Yellow, Solid 12"	LF	30	$ 1.10	$ 33.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 3.41	$ 102.30
11-225	Standard, Yellow, Solid 24"	LF	40	$ 1.87	$ 74.80
11-231	Standard, Yellow, Skip 6"	GM	0.25	$ 935.00	$ 233.75
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.32	$ 39.60
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 2,750.00	$ 8,250.00
11-122	Durable, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Durable, White, Solid 12"	LF	100	$ 4.40	$ 440.00
11-124	Durable, White, Solid 18"	LF	30	$ 4.95	$ 148.50
11-125	Durable, White, Solid 24"	LF	250	$ 8.80	$ 2,200.00
11-131	Durable, White Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Durable, White, Message	EA	15	$ 88.00	$ 1,320.00
11-170	Durable, White, Arrows	EA	10	$ 55.00	$ 550.00
11-180	Durable, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 2,750.00	$ 5,500.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Durable, Yellow, Solid 12"	LF	30	$ 3.30	$ 99.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Durable, Yellow, Solid 24"	LF	40	$ 6.60	$ 264.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.10	$ 55.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	3	$ 5,665.00	$ 16,995.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 1.65	$ 49.50
11-123	Thermo, Standard, White, Solid 12"	LF	30	$ 4.95	$ 148.50
11-124	Thermo, Standard, White, Solid 18"	LF	100	$ 6.05	$ 605.00
11-125	Thermo, Standard, White, Solid 24"	LF	60	$ 9.90	$ 594.00
11-131	Thermo, Standard, White Skip 6"	GM	0.22	$ 2,200.00	$ 484.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00
11-160	Thermo, Standard, White, Message	EA	15	$ 220.00	$ 3,300.00
11-170	Thermo, Standard, White, Arrows	EA	10	$ 71.50	$ 715.00
11-180	Thermo, Standard, White, Yield Line	LF	30	$ 8.80	$ 264.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	3	$ 5,665.00	$ 16,995.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 1.32	$ 39.60
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 2.53	$ 75.90
11-224	Thermo, Standard, Yellow, Solid 18"	LF	1,200	$ 4.95	$ 5,940.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 5.06	$ 202.40
11-231	Thermo, Standard, Yellow, Skip 6"	GM	0.25	$ 2,200.00	$ 550.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 7,000.00	$ 7,000.00
	Work Order Total $50,001 - $100,000	LS	1	$ 8,000.00	$ 8,000.00
	Work Order Total $100,001 - $500,000	LS	1	$ 9,000.00	$ 9,000.00
	Work Order Total Over $500,000	LS	1	$ 9,500.00	$ 9,500.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$ 2,000.00	$ 60,000.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$ 75.00	$ 2,250.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 5,962,849.85

PC-009 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
	EXCAVATION,EMBANKMENT & ROADWAY				
120-1	Excavation Regular	CY	1,500	$ 45.00	$ 67,500.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 40.00	$ 100,000.00
285	General Use Optional Base Material	CY	500	$ 30.00	$ 15,000.00
PC-001	**Milling from 0 to 1,000 Square Yards**				
PC-001-1	0" - 1"	Sq Yd	1000	**$ 12.75**	$ 12,750.00
PC-001-2	1.01" - 2"	Sq Yd	1000	**$ 12.75**	$ 12,750.00
PC-001-3	2.01" - 3"	Sq Yd	1000	**$ 14.75**	$ 14,750.00
PC-001-4	3.01" -4"	Sq Yd	1000	**$ 16.00**	$ 16,000.00
PC-001-5	greater than 4"	Sq Yd	1000	**$ 20.50**	$ 20,500.00

	Milling from 1,001 to 5,000 Square Yards				
PC-001-6	0" - 1"	Sq Yd	5000	$ 6.75	$ 33,750.00
PC-001-7	1.01" - 2"	Sq Yd	5000	$ 6.75	$ 33,750.00
PC-001-8	2.01" - 3"	Sq Yd	5000	$ 7.50	$ 37,500.00
PC-001-9	3.01" -4"	Sq Yd	5000	$ 8.00	$ 40,000.00
PC-001-10	greater than 4"	Sq Yd	5000	$ 8.75	$ 43,750.00
	Milling from 5,001 to 25,000 Square Yards				
PC-001-11	0" - 1"	Sq Yd	15000	$ 3.85	$ 57,750.00
PC-001-12	1.01" - 2"	Sq Yd	15000	$ 4.10	$ 61,500.00
PC-001-13	2.01" - 3"	Sq Yd	15000	$ 4.90	$ 73,500.00
PC-001-14	3.01" -4"	Sq Yd	15000	$ 5.55	$ 83,250.00
PC-001-15	greater than 4"	Sq Yd	15000	$ 7.10	$ 106,500.00
	Milling over 25,000 Square Yards				
PC-001-16	0" - 1"	Sq Yd	35000	$ 3.15	$ 110,250.00
PC-001-17	1.01" - 2"	Sq Yd	35000	$ 3.35	$ 117,250.00
PC-001-18	2.01" - 3"	Sq Yd	35000	$ 3.95	$ 138,250.00
PC-001-19	3.01" -4"	Sq Yd	35000	$ 4.70	$ 164,500.00
PC-001-20	greater than 4"	Sq Yd	35000	$ 6.20	$ 217,000.00
334	**Asphalt Types from 0 to 100 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	100	$ 250.00	$ 25,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	100	$ 248.00	$ 24,800.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	100	$ 322.00	$ 32,200.00
334	**Asphalt Types from 101 to 1,000 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	1000	$ 157.00	$ 157,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	1000	$ 155.00	$ 155,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	600	$ 229.00	$ 137,400.00
334	**Asphalt Types over 1,001 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	3000	$ 150.00	$ 450,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	4000	$ 139.00	$ 556,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	600	$ 223.00	$ 133,800.00
	Asphaltic Concrete for Handwork	Ton	150	$ 350.00	$ 52,500.00
PC-009	**Cold-in-Place Recycling (CIP)**				
PC-009-1	Excavation for Widening or Unsuitable Material	CY	1200	$ 45.00	$ 54,000.00
PC-009-2	Added RAP	Ton	500	$ 30.00	$ 15,000.00
PC-009-3	Added Aggregate	Ton	500	$ 25.00	$ 12,500.00
	CIP from 0 to 25,000 Square Yards				
PC-009-4	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	10500	$ 11.00	$ 115,500.00
PC-009-5	Asphalt Emulsion	Gal	21000	$ 2.55	$ 53,550.00
PC-009-6	Portland Cement	Ton	150	$ 195.00	$ 29,250.00
	CIP from 25,001 to 50,000 Square Yards				
PC-009-7	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	30000	$ 8.50	$ 255,000.00
PC-009-8	Asphalt Emulsion	Gal	56000	$ 2.55	$ 142,800.00
PC-009-9	Portland Cement	Ton	350	$ 195.00	$ 68,250.00
	CIP over 50,000 Square Yards				
PC-009-10	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	56000	$ 8.00	$ 448,000.00
PC-009-11	Asphalt Emulsion	Gal	110000	$ 2.55	$ 280,500.00
PC-009-12	Portland Cement	Ton	750	$ 195.00	$ 146,250.00
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	500	$ 3.50	$ 1,750.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 4.50	$ 1,350.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	6000	$ 5.50	$ 33,000.00
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 1,078.00	$ 53,900.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 814.00	$ 40,700.00
577-70	SHOULDER REWORK	SY	6000	$ 1.75	$ 10,500.00
104-13-1	SILT FENCE TYPE III	LF	500	$ 2.50	$ 1,250.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	50	$ 225.00	$ 11,250.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1500	$ 1.10	$ 1,650.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1500	$ 4.62	$ 6,930.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 4.62	$ 138.60
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 4.62	$ 138.60
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	3	$ 2,200.00	$ 6,600.00
11-122	Standard, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Standard, White, Solid 12"	LF	90	$ 3.30	$ 297.00
11-124	Standard, White, Solid 18"	LF	1,100	$ 3.41	$ 3,751.00
11-125	Standard, White, Solid 24"	LF	60	$ 6.60	$ 396.00
11-131	Standard, White Skip 6"	GM	0.22	$ 935.00	$ 205.70
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Standard, White, Message	EA	15	$ 66.00	$ 990.00
11-170	Standard, White, Arrows	EA	10	$ 38.50	$ 385.00
11-180	Standard, White, Yield Line	LF	30	$ 11.00	$ 330.00

11-211	Standard, Yellow, Solid 6"	NM	3	$ 2,200.00	$ 6,600.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Standard, Yellow, Solid 12"	LF	30	$ 1.10	$ 33.00
11-224	Standard, Yellow, Solid 18"	LF	1,200	$ 3.41	$ 4,092.00
11-225	Standard, Yellow, Solid 24"	LF	40	$ 1.87	$ 74.80
11-231	Standard, Yellow, Skip 6"	GM	0.25	$ 935.00	$ 233.75
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.32	$ 39.60
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 2,750.00	$ 8,250.00
11-122	Durable, White, Solid 8"	LF	30	$ 0.66	$ 19.80
11-123	Durable, White, Solid 12"	LF	100	$ 4.40	$ 440.00
11-124	Durable, White, Solid 18"	LF	30	$ 4.95	$ 148.50
11-125	Durable, White, Solid 24"	LF	250	$ 8.80	$ 2,200.00
11-131	Durable, White Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	$ 33.00
11-160	Durable, White, Message	EA	15	$ 88.00	$ 1,320.00
11-170	Durable, White, Arrows	EA	10	$ 55.00	$ 550.00
11-180	Durable, White, Yield Line	LF	20	$ 11.00	$ 220.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 2,750.00	$ 5,500.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 0.66	$ 19.80
11-223	Durable, Yellow, Solid 12"	LF	30	$ 3.30	$ 99.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 4.95	$ 148.50
11-225	Durable, Yellow, Solid 24"	LF	40	$ 6.60	$ 264.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 1,100.00	$ 1,100.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.10	$ 55.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	3	$ 5,665.00	$ 16,995.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 1.65	$ 49.50
11-123	Thermo, Standard, White, Solid 12"	LF	90	$ 4.95	$ 445.50
11-124	Thermo, Standard, White, Solid 18"	LF	100	$ 6.05	$ 605.00
11-125	Thermo, Standard, White, Solid 24"	LF	60	$ 9.90	$ 594.00
11-131	Thermo, Standard, White Skip 6"	GM	0.22	$ 2,200.00	$ 484.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00
11-160	Thermo, Standard, White, Message	EA	15	$ 220.00	$ 3,300.00
11-170	Thermo, Standard, White, Arrows	EA	10	$ 71.50	$ 715.00
11-180	Thermo, Standard, White, Yield Line	LF	30	$ 8.80	$ 264.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	3	$ 5,665.00	$ 16,995.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 1.32	$ 39.60
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 2.53	$ 75.90
11-224	Thermo, Standard, Yellow, Solid 18"	LF	1,200	$ 4.95	$ 5,940.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 5.06	$ 202.40
11-231	Thermo, Standard, Yellow, Skip 6"	GM	0.25	$ 2,200.00	$ 550.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	$ 66.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 7,500.00	$ 7,500.00
	Work Order Total $50,001 - $100,000	LS	1	$ 8,500.00	$ 8,500.00
	Work Order Total $100,001 - $500,000	LS	1	$ 9,500.00	$ 9,500.00
	Work Order Total Over $500,000	LS	1	$ 10,000.00	$ 10,000.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$ 2,000.00	$ 60,000.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$ 75.00	$ 2,250.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 5,253,844.55

PC-010 CAPE SEAL

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-001-1	**CHIP SEAL (SINGLE APPLICATION)**				
	0 - 25,000	SY	15000	$ 4.15	$ 62,250.00
	25,001 - 50,000	SY	30000	$ 2.84	$ 85,200.00
	50,001 AND OVER	SY	60000	$ 2.70	$ 162,000.00
PC-001-2	**CHIP SEAL (DOUBLE APPLICATION)**				
	0 - 25,000	SY	15000	$ 5.95	$ 89,250.00
	25,001 - 50,000	SY	36000	$ 5.13	$ 184,680.00
	50,001 AND OVER	SY	60000	$ 4.75	$ 285,000.00
PC-002-2	**DOUBLE MICRO**				
	0 - 25,000	SY	15000	$ 5.96	$ 89,400.00
	25,001 - 50,000	SY	30000	$ 4.99	$ 149,700.00
	50,001 AND OVER	SY	60000	$ 4.70	$ 282,000.00
PC-002-3	RUT FILL	TON	500	$ 185.00	$ 92,500.00
902-2-4	Silica Sand	SY	60000	$ 0.15	$ 9,000.00

PC-003	**CRACK FILLING/SEALING**				
PC-003-1	0 - 500	GAL	450	**$ 35.00**	**$ 15,750.00**
PC-003-2	501 - 1,000	GAL	850	**$ 33.00**	**$ 28,050.00**
PC-003-3	1,001 - 5,000	GAL	2150	**$ 30.00**	**$ 64,500.00**
PC-003-4	5,001 AND OVER	GAL	3500	**$ 27.00**	**$ 94,500.00**
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	35000	$ 2.20	**$ 77,000.00**
PC-011-2	REMOVAL BY GRINDING	SF	35000	$ 1.65	**$ 57,750.00**
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	3500	$ 1.10	**$ 3,850.00**
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	3500	$ 4.62	**$ 16,170.00**
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	50	$ 4.62	**$ 231.00**
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	50	$ 4.62	**$ 231.00**
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	8	$ 2,200.00	**$ 17,600.00**
11-122	Standard, White, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-123	Standard, White, Solid 12"	LF	400	$ 3.30	**$ 1,320.00**
11-124	Standard, White, Solid 18"	LF	30	$ 3.41	**$ 102.30**
11-125	Standard, White, Solid 24"	LF	300	$ 6.60	**$ 1,980.00**
11-131	Standard, White Skip 6"	GM	1	$ 935.00	**$ 935.00**
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	**$ 33.00**
11-160	Standard, White, Message	EA	15	$ 66.00	**$ 990.00**
11-170	Standard, White, Arrows	EA	10	$ 38.50	**$ 385.00**
11-180	Standard, White, Yield Line	LF	20	$ 11.00	**$ 220.00**
11-211	Standard, Yellow, Solid 6"	NM	50	$ 2,200.00	**$ 110,000.00**
11-222	Standard, Yellow, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-223	Standard, Yellow, Solid 12"	LF	30	$ 1.10	**$ 33.00**
11-224	Standard, Yellow, Solid 18"	LF	30	$ 3.41	**$ 102.30**
11-225	Standard, Yellow, Solid 24"	LF	40	$ 1.87	**$ 74.80**
11-231	Standard, Yellow, Skip 6"	GM	3	$ 935.00	**$ 2,805.00**
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.32	**$ 66.00**
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 2,750.00	**$ 8,250.00**
11-122	Durable, White, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-123	Durable, White, Solid 12"	LF	100	$ 4.40	**$ 440.00**
11-124	Durable, White, Solid 18"	LF	30	$ 4.95	**$ 148.50**
11-125	Durable, White, Solid 24"	LF	250	$ 8.80	**$ 2,200.00**
11-131	Durable, White Skip 6"	GM	1	$ 1,100.00	**$ 1,100.00**
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 1.10	**$ 33.00**
11-160	Durable, White, Message	EA	15	$ 88.00	**$ 1,320.00**
11-170	Durable, White, Arrows	EA	10	$ 55.00	**$ 550.00**
11-180	Durable, White, Yield Line	LF	20	$ 11.00	**$ 220.00**
11-211	Durable, Yellow, Solid 6"	NM	2	$ 2,750.00	**$ 5,500.00**
11-222	Durable, Yellow, Solid 8"	LF	30	$ 0.66	**$ 19.80**
11-223	Durable, Yellow, Solid 12"	LF	30	$ 3.30	**$ 99.00**
11-224	Durable, Yellow, Solid 18"	LF	30	$ 4.95	**$ 148.50**
11-225	Durable, Yellow, Solid 24"	LF	40	$ 6.60	**$ 264.00**
11-231	Durable, Yellow, Skip 6"	GM	1	$ 1,100.00	**$ 1,100.00**
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 1.10	**$ 55.00**
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	3	$ 5,665.00	**$ 16,995.00**
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 1.65	**$ 49.50**
11-123	Thermo, Standard, White, Solid 12"	LF	400	$ 4.95	**$ 1,980.00**
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 6.05	**$ 181.50**
11-125	Thermo, Standard, White, Solid 24"	LF	400	$ 9.90	**$ 3,960.00**
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 2,200.00	**$ 2,200.00**
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 2.20	**$ 66.00**
11-160	Thermo, Standard, White, Message	EA	15	$ 220.00	**$ 3,300.00**
11-170	Thermo, Standard, White, Arrows	EA	10	$ 71.50	**$ 715.00**
11-180	Thermo, Standard, White, Yield Line	LF	20	$ 8.80	**$ 176.00**
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 5,665.00	**$ 5,665.00**
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 1.32	**$ 39.60**
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 2.53	**$ 75.90**
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 4.95	**$ 148.50**
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 5.06	**$ 202.40**
11-231	Thermo, Standard, Yellow, Skip 6"	GM	3	$ 2,200.00	**$ 6,600.00**
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 2.20	**$ 110.00**

	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$ 3.50	$ 1,050.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 4.50	$ 1,350.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	7040	$ 5.50	$ 38,720.00
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 1,078.00	$ 53,900.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 814.00	$ 40,700.00
577-70	SHOULDER REWORK	SY	7040	$ 1.75	$ 12,320.00
104-13-1	SILT FENCE TYPE III	LF	1000	$ 2.50	$ 2,500.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	20	$ 225.00	$ 4,500.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 4,500.00	$ 4,500.00
	Work Order Total $50,001 - $100,000	LS	1	$ 5,500.00	$ 5,500.00
	Work Order Total $100,001 - $500,000	LS	1	$ 6,500.00	$ 6,500.00
	Work Order Total Over $500,000	LS	1	$ 8,500.00	$ 8,500.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$ 2,000.00	$ 60,000.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$ 75.00	$ 2,250.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 2,067,652.40

COMPANY NAME Asphalt Paving Systems, Inc.

THE HARTFORD

March 28, 2022

Polk County Board of County Commissioners
333 W. Church St.
Bartow, FL 33831

RE: Asphalt Paving Systems, Inc. – Pavement Preservation & Recycling Treatments

To Whom It May Concern:

Please accept this letter as confirmation that the Hartford Fire Insurance Company presently provides a surety bond program for Asphalt Paving Systems, Inc. and affiliates. This program will respond to individual projects upwards of $20,000,000 within an aggregate uncompleted backlog of $60,000,000. This program presumes the work to be of a scope and size consistent with their previous experience and we reserve the right to practice normal underwriting of each bond at the time it is requested.

We consider Asphalt Paving Systems, Inc. to be intelligently managed, well financed and possessing both experienced field force supervision, as well as a significant equipment fleet necessary to prosecute their work.

Hartford Fire is rated "A+" by AM Best and is listed on the U.S. Department of Treasury with an underwriting limitation of $1,124,726,000.

Very truly yours,

Steven G. Raffuel
Attorney-in-Fact
Hartford Fire Insurance Company
(P) 609-924-2426
(F) 609-498-7565

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: THE RAFFUEL SURETY GROUP
Agency Code: 13-653536

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Cecelia D. Brown, Steven G. Raffuel of PRINCETON, New Jersey

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 28, 2022.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois

Keith D. Dozois, Assistant Vice President

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 190627 **CLASS:** A **PAYMENT DUE BY:** 09/30/2021

OWNER NAME	LOCATION
ROBERT CAPOFERRI	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

ASPHALT PAVING SYSTEMS INC
ASPHALT PAVING SYSTEMS INC
9021 WIRE RD
ZEPHYRHILLS, FL 33540

CODE **ACTIVITY TYPE**
230000 **LTD NON-LICENSED CONSTRUCTION ONLY**

SIGN HERE

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	**AMOUNT DUE: 31.50**

PAID - 50861 08/11/2021 OPY OLP 31.50 ASPHALT PAVING SYSTEMS INC

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser`s Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 190627 **CLASS:** A **EXPIRES:** **09/30/2022**

OWNER NAME	LOCATION
ROBERT CAPOFERRI	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

ASPHALT PAVING SYSTEMS INC
ASPHALT PAVING SYSTEMS INC
9021 WIRE RD
ZEPHYRHILLS, FL 33540

CODE **ACTIVITY TYPE**
230000 **LTD NON-LICENSED CONSTRUCTION ONLY**

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 50861 08/11/2021 OPY OLP 31.50 ASPHALT PAVING SYSTEMS INC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 561-4161 FAX (A/C, No): 609 567-2824 E-MAIL ADDRESS: cmoresco@mckeerisk.com
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Starr Indemnity & Liability Company — 38318 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		1000025864221	04/01/2022	04/01/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			1000008480221	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			1000586980221	04/01/2022	04/01/2023	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		1000004574	04/01/2022	04/01/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

SAMPLE

CERTIFICATE HOLDER

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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Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/21/2021 8:08:58 AM EST

Return to Inquiry Menu

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2022	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010

WORK CLASSES

DRAINAGE
GRADING
* JOINT AND CRACK SEALING
FLEXIBLE PAVING
HOT PLANT-MIXED BITUM. COURSES

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Asphalt Paving Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O Box 530

Requester's name and address (optional)

6 City, state, and ZIP code

Hammonton, NJ 08037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	2	–	3	7	8	7	7	5	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 2.23.2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ST. LUCIE COUNTY FLORIDA

ST. LUCIE WORKS

Board of County Commissioners

Chris Dzadovsky
DISTRICT 1

Sean Mitchell
DISTRICT 2
Chair

Linda Bartz
DISTRICT 3

Frannie Hutchinson
DISTRICT 4
Vice-Chair

Cathy Townsend
DISTRICT 5

Administration

Howard N. Tipton
COUNTY ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

April 8, 2022

To whom it may concern,

Asphalt Paving Systems, Inc. has safely and successfully completed multiple road resurfacing projects within Saint Lucie County. During these projects Asphalt Paving Systems, Inc. was responsible for Maintenance of Traffic operations at each project location and followed FDOT Standard Specifications unless special circumstances dictated otherwise.

Our experience with Asphalt Paving Systems, Inc. and the company's attention to safety has resulted in projects completed on time, safely and without incident.

Respectfully,

Christopher Lestrange
Road & Bridge Division Director

Public Works | Road & Bridge Division
lestrangec@stlucieco.org
2300 Virginia Avenue | Fort Pierce, FL 34982 (772) 462-2511 (772) 462-1428 (772) 462-2363 www.stlucieco.gov

The City of Daytona Beach
P.O. BOX 2451
Daytona Beach, FL 32114

~~~ *The Benefits Are Endless* ~~~

April 11, 2022

To Whom it may concern:

Asphalt Paving Systems Inc. has completed multiple projects for the City of Daytona Beach. APS has successfully completed these projects following design standards for concrete curb, sidewalk, reconstruction and paving of various roads. APS is responsible for Maintenance of Traffic and Safety. Our experience with APS and their attention to detail and safety has resulted in projects completed on time and without incident.

Respectfully,

Bruce Black
Streets Manager
City of Daytona Beach
~~~

PASCO COUNTY FLORIDA

April 8, 2022

TO: To Whom It May Concern

RE: **BID NO. IFB-DL-15-252 and**
BID NO. IFB-DL-16-138

In accordance with the above referenced contract agreements referenced, Asphalt Paving Systems, Inc. has successfully completed multiple projects employing various methodologies, such as; Mill and Resurface, Full Depth Reclamation (FDR) as part of the PVAS Program and Program Maintenance.

At all our projects, the contractor is required to and responsible for Maintenance of Traffic Operations (MOT) in accordance with all applicable FDOT Standard Specifications, unless special circumstances dictated otherwise.

If further information is required, please feel free to contact us.

Sincerely

Efrain Figueroa
Senior Project Manager
Road & Bridge Division PVAS Program
Public Works Department
Pasco County BCC Public Infrastructure
727-834-3611
727-834-3620

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	City of Palm Bay Eldron Unit 41/
Owner	City of Palm Bay (VA Paving Was Prime Contractor)
Contact	Frank Watanabe Email:frank.watanabe@palmbayflorida.org
Address	120 Malabar Road SE
	Palm Bay, FL 32907
Telephone Number	321-952-3400
Project Description	FDR (Cement & Emulsion)
Date & Amount	10/1/2019 $1,071,501.05

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing (Term)
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	FDR (Cement & Emulsion)
Date	7/5/16 - 12/31/2019

Project Name	CR-278 (Peacock Rd) Anderson Columbia was prime contractor
Owner	Jackson County
Address	2864 Madison Street
	Marianna, FL 32448
Telephone Number	850-482-9677 (Jackson County)
Contact	Kevin Buchanan (Anderson Columbia)
Email:	Kkevinb@andersoncolumbia.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	Jan. 2020 $350,000

Project Name	Full Depth Reclamation Project
Owner	City of Dunedin
Contact	
Address	737 Louden Avenue, 2nd Floor
	Dunedin, FL 34697
Telephone Number	727-298-3208
Project Description	FDR (Cement & Emulsion)
Date	Sep. 2019

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Email:	bruce.black@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	2019-2020 $2,000,000

Project Name	State Road 37 Polk County FDR Project #434957-1-52-01
Owner	Florida Department of Transportation
Contact	Mark L. Peronto, P.E.
Address	2730 SR 60 West
	Bartow FL 33831-1249
Telephone Number	O: 863-519-4211 C: 863-370-2617
Project Description	Full Depth Reclamation (Cement & Emulsion)
Date & Amount	March 2018 - $1,169,355.75

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	efigueroa@pascocountyfl.net
Project Description	FDR (Cement & Emulsion)
Date & Amount	May 2020 - Current $20,000,000.00

Paving References

Asphalt Paving Systems, Inc.

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Michael Silvery
Address	4454 Grand Blvd.
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	msilvey@pascocountyfl.net
Project Description	Little Road; Milling and Paving
Date & Amount	January 2021 $ 2,012,572.09

Project Name	Gulfport Resurfacing
Owner	City of Gulfport
Contact	Kendrix Anderson
Address	2401 53rd Street South
	Gulfoort, FL 33707
Telephone Number	727-893-1083
Email:	Kanderson@mygulfport.us
Project Description	Milling and Paving
Date & Amount	January 2021 $ 371,000.00

Project Name	Street Rehabilitation
Owner	City of St. Pete Beach
Contact	Brett Warner
Address	155 Corey Avenue
	St. Pete Beach, FL 33706
Telephone Number	727-363-9254
Email:	N/A
Project Description	Milling and Paving
Date & Amount	January 2021 $ 905,428.30

Project Name	Bid No. 20-062; Roadway Surfacing, Recontruction and Preservation
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	FDR, Chip Seal, and Mill & Paving
Date & Amount	January 2021 $ 1,522,454.01

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Email	sleblanc@ci.zephyrhills.fl.us
Project Description	Mill, Paving, Micro and Chip Seal
Date & Amount	1/1/2019 $391,557.40

Micro Surfacing & Crack Seal References

2.	Project Name	Annual Micro Surfacing
	Owner	Osceola County
	Contact	Shane King
	Address	1 Courthouse Square
		Kissimmee, FL 34741
	Telephone Number	407-742-7522
	Project Description	CHIP / FOG/MICRO/CAPE SEAL
	Date	2021-2022 $1,235,468.25
	Email	Shane.King@Osceola.org
3.	Project Name	Annual Resurfacing FY 18-19
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Project Description	MICRO / SP 9.5 / CHIP/CAPE SEAL
	Date	Dec 2021 $481,581.25
	Email	sleblanc@ci.zephyrhills.fl.us
5.	Project Name	2017 Roadway Resurfacing and Striping
	Owner	City of Seminole
	Contact	Jeremy Hockenbury
	Address	9199 113th Street N
		Seminole, FL 33772
	Telephone Number	727-397-6383
	Project Description	MICRO / CRACK SEAL / SP 9.5
	Date & Amount	7/1/17 - $155,000
	Email	jhockenbury@myseminole.com
6.	Project Name	Annual Microsurfacing Project
	Owner	City of Ft. Lauderdale
	Contact	Barbara Howell
	Address	100 N. Andrews Avenue
		Fort Lauderdale
	Telephone Number	954-828-4505
	Project Description	MICRO / CRACK SEAL
	Date	2019 $475,307.00
	Email	bhowell@fortlauderdale.gov

7.	Project Name	Annual Pavement Preservation Treatments
	Owner	City of Lakeland
	Contact	Troy McCain
	Address	407 Fairway Drive
		Lakeland, FL 33801
	Telephone Number	863-834-3306
	Project Description	MICRO / CRACK SEAL/CAPE SEAL
	Date & Amount	2021 $491,928.00
	Email	troy.mccain@lakelandgov.net

8.	Project Name	Pavement Alternative Methods (term contract)
	Owner	Polk County
	Contact	Katia Delgado
	Address	300 Sheffield Road
		Winter Haven, FL 33880
	Telephone Number	863-393-4114
	Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL
	Date & Amount	5/30/17 -2019 $3,000,000
	Email	KatiaDelgado@polk-county.net

9.	Project Name	RFB RD 95-15 Pavement Preservation
	Owner	Okaloosa County
	Contact	Bryan Moore
	Address	302 N. Wilson Street, Suite 203
		Crestview, FL 32526
	Telephone Number	850-689-5772
	Project Description	CHIP / MICRO / CRACK SEAL
	Date	Apr-19
	Email	bmoore@co.okaloosa.fl.us

10.	Project Name	Yearly Road Building Services
	Owner	Manatee County
	Contact	Brian Martineau
	Address	1026 26th Avenue E
		Bradenton, FL 34208
	Telephone Number	941-720-1085
	Project Description	Micro-surfacing/ Chip Seal
	Date & Amount	3/1/16 -2019 $850,000.00
	Email	brian.martineau@mymanatee.org

11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave
		Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	Micro-surfacing
	Date	FY 2021 $2,000,000.00
	Email	jduffy@eismanrusso.com

12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St
		Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	10/22/2019 $502,604.34
	Email	arturo.sivilla@talgov.com

13	Project Name	Michigan Blvd. Reclamation Project
	Owner	City of Dunedin
	Contact	
	Address	737 Louden Avenue, 2nd Floor
		Dunedin, FL 34697
	Telephone Number	727-298-3208
	Project Description	FDR / SP 9.5/Micro
	Date & Amount	2018

14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor
		Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019

Chip References

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Project Description	Chip Seal-Silver Lake Park
Date & Amount	2/3/2021 $141,640.95

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR
Date & Amount	5/30/17 - 2018 $3,000,000

Project Name	Annual Resurfacing
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	CHIP Seal
Date & Amount	12/9/21 - $135,838.00

Project Name	Pavement Preservation
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square
	Kissimmee, FL 34741
Telephone Number	407-742-7522
Project Description	Chip Seal
Date & Amount	3/10/2022 $66,978.26
Email	Shane.King@Osceola.org

Project Name	2016 Street Resurfacing Project
Owner	City of Davenport
Contact	Darryl Koon
Address	1 South Allapaha Avenue
	Davenport, FL 33836
Telephone Number	863-419-3300
Project Description	CHIP
Date & Amount	10/30/16 - $250,022.90
Email	

Project Name	Chip Seal Bid No. 15-601
Owner	Nassau County
Contact	David Hern
Address	37356 Pea Farm Road
	Hilliard, FL 32046
Telephone Number	904-530-6175
Project Description	CHIP / FOG
Date & Amount	8/10/2017 - $120,000.00
Email	Dhern@nassaucountyfl.com

Project Name	RFB RD 95-15 Pavement Preservation
Owner	Okaloosa County
Contact	Bryan Moore
Address	302 N. Wilson Street, Suite 203
	Crestview, FL 32526
Telephone Number	850-689-5772
Project Description	CHIP
Date & Amount	11/16/2020 $367,526.50
Email	bmoore@co.okaloosa.fl.us

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Project Description	Chip
Date & Amount	2019

Cold-in-Place Recycling References

Project Name	Cold In Place Bituminous Base Recycling with Apshalt Resurfacing
Owner	Orange County
Contact	Eddy Quinn
Address	4200 S John Young Pkwy
	Orlando, FL 32839
Telephone Number	407-836-7960
Project Description	CIR
Date & Amount	5/30/17 -2019 $3,391,350.00
	Edward.Quinn@ocfl.net

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Clay Gully Rd
Date & Amount	2019

Project Name	2015-2016 Annual Asphalt Pavement Rehabilitation
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Project Description	FDR / CIR / MICRO / CRACK SEAL
Date & Amount	9/30/17 -2019 $5,000,000

Project Name	
Owner	Seminole County
Contact	Calvin Landers
Address	100 E. 1st Street
	Sanford, FL 32771
Telephone Number	407-665-2332
Project Description	CIR Lake Markham Rd
Date & Amount	4/1/2018 $601,660.00
	clanders02@seminolecountyfl.gov

Project Name	Lakewood Ranch Blvd CIR / AJAX
Owner	Manatee County

Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Lakewood Ranch Blvd
Date & Amount	3/14/2019 $728,042.00

City Council Meeting
October 24, 2022

Action Item

CONSENT ITEMS 2.7

41-22-39 FY23/24/25 - Renew of WaterSmart Agreement 41-19-55

Issue:
Continued Use of WaterSmart Customer Portal

Background:
Our utility customers have used WaterSmart since July 2018. This user-friendly online portal allows customers to view bills and water consumption, pay bills, initiate text and email notifications, and set up autopay. In addition, WaterSmart analyzes water consumption, detects leaks, and pushes email and text notifications to customers.

While the city staff experienced a number of challenges when we suddenly transitioned from Fathom to Munibilling, WaterSmart has remained a constant for our customers. WaterSmart demonstrated its flexibility in making the transition with different utility billing software companies.

The staff recommends WaterSmart as a sole provider as they have established interfaces with three of our main providers -- Munibilling, Paymentus, and Neptune.

Attachment(s):
1. WaterSmart Pricing
2. 41-19-55 WaterSmart

Fiscal Impact:
$42,954.34 FY 2023; $44,215.18 FY 2024; and $45,486.06 FY 2025.

Staff Recommendation:
Staff recommends the approval of the 3-year agreement.

WaterSmart
a vertexone brand

1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

ORDER FORM

Prepared By: Eric Thompson
Email: eric.thompson@vertexone.net
Phone:

Client Name: Zephyrhills FL, City of
Contact Name:
Billing Address: 21410 N 19th Avenue, Suite 201
Phoenix, AZ 85027
US
Email:
Phone:

Billing Contact:
Email:
Phone:

Quote Number: Q-01658
Offer Valid Through: 12/19/2022

Contract Effective Date: 12/19/2022
Contract End Date: 12/18/2025

Payment Frequency: Annually in Advance
Payment Terms: Net 30

Services	Year	Quantity	Sales Price	Total Price
Single Sign On	Year 1	1	$5,150.00	$5,150.00
WaterSmart Platform	Year 1	15,439.00	$2.06	$31,804.34
Performance Watermark	Year 1	1	$6,000.00	$6,000.00
			TOTAL:	**$42,954.34**

Services	Year	Quantity	Sales Price	Total Price
Single Sign On	Year 2	1	$5,304.50	$5,304.50
WaterSmart Platform	Year 2	15,439.00	$2.12	$32,730.68
Performance Watermark	Year 2	1	$6,180.00	$6,180.00
			TOTAL:	**$44,215.18**

Services	Year	Quantity	Sales Price	Total Price
Single Sign On	Year 3	1	$5,463.64	$5,463.64
WaterSmart Platform	Year 3	15,439.00	$2.18	$33,657.02
Performance Watermark	Year 3	1	$6,365.40	$6,365.40
			TOTAL:	**$45,486.06**

ORDER TOTAL $132,655.58

Terms and Conditions

This legally binding Order Form is governed by the Agreement dated 12/19/2019 made between WaterSmart Software Inc and Zephyrhills FL, City of ("Client") which are hereby incorporated into this Order Form by reference. A Client signature below

1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

constitutes acceptance of the terms of that Agreement. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control.

Signatures

	WaterSmart Software Inc	Zephyrhills FL, City of
Name:	_____	_____
Title:	_____	_____
Date:	_____	_____
Signature:	_____	_____

Program At a Glance

Program Overview

Program Length	36 months
Total Meters	15,439

Meter Data

AMR / Manual Read	Yes
AMI	Yes

Electronic Bill Presentment & Payments

Bill Display	Bill Amount Due and History
Paperless Billing	No
Payment Website Integration	Embedded Payment Pages

Customer Letter

Customer Letter	No

Dashboard and Portal

Utility Analytics Dashboard	Yes
Customer Portal	Yes

Alert and Notifications

Print Leak Alerts	No

Water Reports

Water Reports	No

Additional Services

On-site Training	No
Premium Integration Description	Premium Integration: Payment Website Integration of Embedded Payment Pages via Paymentus
Special Circumstances	Single Sign On refers to the Embedded Payments within the Customer Portal through the online payments provider.

WaterSmart SOFTWARE

TERMS AND CONDITIONS

This agreement is made between WaterSmart Software, Inc. ("WaterSmart"), a Delaware Public Benefit Corporation, and Zephyrhills, FL ("Utility"). In addition, for the protection of Utility and WaterSmart, certain customary legal terms are set forth below and on the "Software-as-a-Service Provisions" attached. This document and its incorporated attachments are together referred to as the "Agreement".

1. The term of the Agreement begins on 12/13/2019 and shall end on 12/12/2022. The City is permitted to terminate the agreement after 1 year with payment of $7,500 to cover the initial programming changes.
2. Payment by Utility under this Agreement for the initial term specified above is outlined in the Order Form. WaterSmart shall invoice Utility upon signing of the Agreement and be compensated as set forth in the Order Form, and Utility shall pay invoices within 30 days of receipt.
3. Each party has the right to terminate this Agreement if the other party has materially breached the Agreement and such breach remains uncured for a period of thirty days after written notice of such breach is sent to the breaching party.
4. WaterSmart is an independent contractor, and shall not be considered an officer, agent, or employee of Utility.
5. WaterSmart shall perform its services in a timely and professional manner consistent with standards generally and reasonably expected of software-as-a-service vendors serving water utilities in the United States. WaterSmart and its pertinent contractors have and shall maintain any applicable licenses or authorizations necessary to provide their services to Utility.
6. The Software-as-a-Service Provisions attached are incorporated by reference and include terms covering intellectual property rights, confidentiality, cooperation of the parties, limitation of liability, and certain other terms. Also included are terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.
7. WaterSmart shall hold harmless, defend and indemnify Utility and its officers, directors, employees and volunteers from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of WaterSmart's services, to the extent caused by any negligent act or omission of WaterSmart, any of its subcontractors, and anyone employed by any of them, except if caused by the, sole negligence of Utility. The foregoing general defense and indemnity provisions shall not apply to contexts excluded by other express terms of this Agreement.
8. If Utility elects to make available to its end users optional bill payment services offered by or supported by WaterSmart, which may or may not be integrated within WaterSmart's electronic interfaces, Utility acknowledges that such services are provided directly to Utility by a third party independent contractor. Such services shall not be supported by WaterSmart until Utility enters into a mutually acceptable commercial agreement directly with such third party which shall govern Utility's rights and obligations with respect to such services. The indemnity provisions above shall not apply to bill payment services, and any indemnity for such services shall be provided by the referenced third party provider.
9. Unless otherwise specified, WaterSmart shall maintain the following policies of insurance in full force and effect during the term of the Agreement in the amounts shown below.

Commercial General Liability Insurance (policy as broad as the standard ISO form)	$2,000,000 per occurrence / $4,000,000 aggregate per policy
Professional Liability (errors and omissions)	$3,000,000 per claim
Automobile Liability Insurance including hired, and non-owned vehicles	$2,000,000 per accident
Workers' Compensation	As required by statute

10. All insurance coverages of WaterSmart are primary insurance as to Utility and shall name Utility as an additional insured.
11. Upon request by Utility, a certificate of insurance shall be promptly provided by WaterSmart confirming the coverages above.
12. WaterSmart shall comply, and upon request shall certify its compliance with, any conflict of interest avoidance requirements of Utility.
13. Upon or before external launch of WaterSmart's services, Utility and WaterSmart shall cooperate to mutually approve a press release announcing the parties' relationship. Each party may disseminate and display such press release and/or its contents, and may reference its relationship with the other party by name and display of the other's logo, online and offline and in subsequent communications with third parties.
14. Utility may extend or expand the agreement beyond the initial term provided for above by signing a mutually acceptable Order Form prior to the expiration of the initial term.
15. This Agreement may be executed in counterparts. It states the complete agreement of the parties concerning its subject matter, and it may be extended or amended only in a writing signed by both parties.

IT IS SO AGREED.

WATERSMART SOFTWARE, INC
20 California Street, Suite 200
San Francisco, CA 94111

DocuSigned by:
By: kevin kern
EE2645F12E7E456...

Kevin Kern, CEO
Date:

Zephyrhills, FL 33542

By: _____
Kenneth M. Burgess, Jr., City Council President

Date: 12-9-2019

Zephyrhills, FL
39421 South Avenue

Software-as-a-Service Provisions

BACKGROUND: WATERSMART's customer engagement and data analytics services are to be provided primarily by utilization of WATERSMART's proprietary software hosted on WATERSMART's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like WATERSMART are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling WATERSMART's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement. Also included below are additional terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.

A. WATERSMART's reservation of intellectual property rights WATERSMART has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("WATERSMART IP"). Utility acknowledges that WATERSMART owns and shall own all intellectual property rights in and to deliverables hereunder, the WATERSMART IP and derivative works of WATERSMART IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by WATERSMART, and that Utility shall acquire no right or interest in the same.

Utility agrees to assign, and hereby does assign, any right, title and interest in any suggestions, enhancement requests, or other feedback provided by Utility relating to services offered by WATERSMART. If and to the extent any such assignment is ineffective, Utility hereby grants to WATERSMART a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its services any such suggestions, enhancement requests, or other feedback provided by Utility.

Subject to the foregoing, authorized employees and customers of Utility may during the term of the Agreement access and use the WATERSMART SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, Extended Messaging Services, other deliverables provided to Utility by WATERSMART, and applicable bill presentment services, each as so specified by the Scope of Work, for purposes of Utility's customer engagement program, customer billing, and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicenseable. If Utility enters into an agreement with a third party contractor of WATERSMART related to bill payment services, the intellectual property provisions of such agreement shall apply with respect to intellectual property owned or controlled by such third party. Any rights not expressly granted herein are reserved by WATERSMART and its licensors.

B. Utility's cooperation in providing necessary inputs Deliverables to be provided by WATERSMART via its proprietary software require certain data from Utility. Utility shall provide WATERSMART with those data, records, reports, approvals and other inputs identified for Utility to provide in the Scope of Work or otherwise requested by WATERSMART. Utility shall ensure that such inputs are accurate and within Utility's legal rights to share with WATERSMART subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall provide its inputs within the timeframes specified for Utility by the Scope of Work. If bill payment services are included in the Scope of Work, Utility shall cooperate with WATERSMART and its applicable third party partner(s) in timely providing the data, records, reports, approvals and other inputs requested for such services. WATERSMART shall not be responsible for delays outside WATERSMART's control, and deadlines for WATERSMART's performance shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and WATERSMART's use of aggregated data All data, documents and other information received or accessed by one party ("Receiver") from the other party or its end users (collectively, "Discloser") for performance of this Agreement, including without limitation personally identifiable information and financial information, are deemed confidential. Such information shall not be used or disclosed by the Receiver without the prior written consent of the Discloser or owner (which may include without limitation consent by end users to share any information with additional users they authorize), except to the Receiver's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate confidentiality protections. For this purpose, protected confidential

information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by the Receiver; (ii) information that the Receiver can demonstrate was in its possession prior to receipt from the Discloser; (iii) information received by the Receiver from a third party who, to the Receiver's knowledge and reasonable belief, did not acquire such information on a confidential basis from the Discloser; (iv) information the Receiver can demonstrate was independently developed by it or a third party; or (v) information that the Receiver is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to WATERSMART to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement. Each party shall post and comply with its applicable privacy policy.

D. Software corrections and third party acts; limitation of liability for SaaS services In the event that WATERSMART's services fail to meet specifications or other requirements specified by the Scope of Work, Utility shall promptly notify WATERSMART and WATERSMART shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If WATERSMART promptly makes such correction or substitution, WATERSMART shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of WATERSMART's services provided online may be interrupted by circumstances beyond WATERSMART's control involving third parties, including without limitation computer, telecommunications, network, Internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems not within WATERSMART's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). WATERSMART shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that

WATERSMART has exercised due care. However, in the case of any Third Party Act which will delay or prevent WATERSMART from providing online services to Utility, WATERSMART will promptly notify Utility and assist in mitigating any impact. Neither party will be liable to the other, under any non-indemnity claim relating to this Agreement, for any indirect, incidental, exemplary, special, reliance or consequential damages, including loss of profits or loss of data, even if advised of the possibility of these damages. Under no circumstances or event shall WATERSMART's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense and indemnity, or otherwise), exceed (i) the fees received by WATERSMART for the services that give rise to the liability in the twelve months preceding the accrual of such liability, or (ii) available insurance proceeds from WATERSMART's carriers, whichever is higher. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall survive any termination or expiration of the Agreement. Utility acknowledges that pricing for WATERSMART's services would be substantially higher without the aforementioned limitations.

E. Technology and services infrastructure vendors WATERSMART as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the art security to host the data of all WATERSMART customers. WATERSMART utilizes a reputable third party vendor to perform printing and mailing services when included within the scope of WATERSMART's work. For bill payment services, including credit card, debit card, and ACH payments and authentication, WATERSMART works with leading edge, reputable third party vendors specializing in such functions. Since the referenced cloud hosting platform, printing and mailing vendors, bill payment services providers, and certain other vendors performing similar or related functions, are integral components of WATERSMART's technology and services infrastructure used across its pertinent customer base and are not specific to Utility and services under this Agreement, Utility acknowledges that such utilization or collaboration is not considered subcontracting of WATERSMART's services under this Agreement.

If Utility elects to make bill payment services available to its end customers, the pertinent end users and Utility assume all risks associated with such services, and no indemnity provisions in favor of Utility shall apply to such services, except in the event of WATERSMART's willful misconduct. In the absence of willful misconduct by WATERSMART, Utility's sole remedies related to bill payment services shall be from the independent third party provider of such

services in accordance with any contract between Utility and such provider. If Utility enters into an agreement with any third party contractor of WATERSMART for any other services ancillary or related to the services provided by WATERSMART during the term of this Agreement, Utility shall first seek and exhaust all remedies from such third party contractor prior to seeking any remedy from WATERSMART with respect to such services.

With respect to all bill payment services, as well as any services provided by independent third party contractors not in contract with WATERSMART, including without limitation any such services which at Utility's request or direction are integrated by WATERSMART into its electronic interfaces for Utility, WATERSMART shall not be responsible for services provided by such third parties. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify WATERSMART and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses, including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to such third party services, except in the event of WATERSMART's willful misconduct.

F. Compliance With Laws WaterSmart shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances as may be applicable to the performance of its services under this Agreement. Utility shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances related to this Agreement, and shall have sole responsibility for securing any necessary regulatory approvals, if any, for this Agreement and/or the services hereunder.

Utility shall be responsible for obtaining from its end customers any consents and providing any notices, if any are legally required, for the services to be provided by WaterSmart hereunder, as well as any bill payment or other third party services elected by Utility.

G. Extended Messaging Services If Utility elects to utilize WATERSMART's leak alert or group messenger services, certain supplemental legal terms shall apply. These supplemental terms ("Extended Messaging Terms") are set forth below and shall prevail in the event of any conflict or inconsistency. For avoidance of doubt, the Extended Messaging Terms apply to all WATERSMART services involving automated phone calls (conventional and mobile), pre-recorded messages, text messages, and other such bulk communications (including emails outside of WATERSMART's core customer engagement offerings) (collectively, "Extended Messaging Services").

1. Utility shall be solely responsible for the content of any messages or communications to end customers which Utility initiates or authorizes in connection with the Extended Messaging Services, as well as Utility's selection of any vehicle (ie.,

conventional phone, mobile phone, text, email) for such messages or communications. WATERSMART shall have no responsibility or liability of any kind with respect to messages or communications initiated or authorized by Utility or its representatives. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify WATERSMART and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to the Extended Messaging Services or any breach by Utility of the Agreement including without limitation these Extended Messaging Terms, except in the event of WATERSMART's willful misconduct. For avoidance of doubt, if the Agreement has other indemnity provisions in favor of Utility such provisions shall not apply to the Extended Messaging Services, except in the event of WATERSMART's willful misconduct.

2. If Utility elects to make available to its end customers Extended Messaging Services offered by WATERSMART to alert end users of potential leaks or high water usage, the pertinent end users and Utility assume all risks associated with such alerts, and no indemnity provisions in favor of Utility shall apply to such risks (including without limitation any liability claims for failure to alert or inaccurate alerts), except in the event of WATERSMART's willful misconduct.
3. With respect to Extended Messaging Services, WATERSMART's role is limited to delivering via its technology platform Utility's communications through vehicles selected by Utility; accordingly, compliance with applicable laws (which may vary by state and locale) is strictly Utility's responsibility with respect to Extended Messaging Services notwithstanding any provision to the contrary.
4. Utility is encouraged to consult legal counsel of its own with respect to this Agreement and in reference to Federal Communications Commission Declaratory Ruling FCC 16-88 (released August 4, 2016), any Extended Messaging Services, and compliance with applicable federal, state and local laws, regulations and regulatory rulings, and ordinances. Utility shall not rely on WATERSMART or WATERSMART's representatives for legal advice or guidance concerning the content or appropriate vehicles (ie., conventional phone, mobile phone, text, email) for communications with Utility end customers.
5. In order to provide the Extended Messaging Services at efficient cost and with optimal levels of security and reliability, WATERSMART may utilize one or more third party communications technology and communications services

providers. Since such providers are utilized across WATERSMART's pertinent customer base and are not specific to Utility and service choices by Utility under the Agreement, Utility acknowledges that such utilization is not considered subcontracting of WATERSMART's services under the Agreement.

WaterSmart SOFTWARE

Date: 12/10/2019

Signature: DocuSigned by: Kevin Kern EE2645F12E7E456...

20 California Street
Suite 200
San Francisco, CA 94111
US

Date: 12-9-2019

Signature: Steven M. Byrd

Program At a Glance

Program Overview

Program Length	36 months, with option to opt out every 12 months
Total Meters	11,850

Meter Data

AMI	Yes

Electronic Bill Presentment & Payments

Bill Display	Bill Amount Due and History + PDFs
Paperless Billing	Yes
Payment Website Integration	Embedded Payment Pages

Customer Letter

Customer Letter	No

Dashboard and Portal

Utility Analytics Dashboard	Profiles for all accounts
Customer Portal	Access for all accounts

Alerts and Notifications

Print Leak Alerts	No

Water Reports

Water Reports	No

Additional Services

On-site Training	No
Special Circumstances	Single Sign On refers to the Embedded Payments within the Customer Portal through the online payments provider.

WaterSmart SOFTWARE

20 California Street
Suite 200
San Francisco, CA 94111
US

Customer Name	Zephyrhills, FL
Billing Address	39421 South Avenue Zephyrillis, FL 33542 US

Quote Number	00000435
Expiration Date	12/31/2019
Effective Contract Date	12/13/2019
Contract End Date	12/12/2022
Payment Terms	Annually in Advance

Billing Contact: _____

Email: _____

Phone: _____

Prepared by (Name) Scott Havis

Prepared by (Email) shavis@watersmartsoftware.com

Product	Quantity	Sales Price	Total Price
Remote Training	1.00	$0.00	$0.00
WaterSmart Platform	11,850.00	$2.00	$23,700.00
WaterSmart Platform Renewal Year 2	11,850.00	$2.00	$23,700.00
WaterSmart Platform Renewal Year 3	11,850.00	$2.00	$23,700.00
Single Sign On	1.00	$5,000.00	$5,000.00
Single Sign On Renewal Year 2	1.00	$5,000.00	$5,000.00
Single Sign On Renewal Year 3	1.00	$5,000.00	$5,000.00

Totals

Software Recurring	$23,700.00
Service Recurring	$5,000.00
Services One Time Fee	$0.00
Order Total	$28,700.00

Renewals

Year 2 Renewal	$28,700.00
Year 3 Renewal	$28,700.00

Comments

This legally binding Order Form is governed by the Agreement (attached hereto) made between WaterSmart Software, Inc. ("WaterSmart") and Zephyrhills, FL ("Utility") which are hereby incorporated into this Order Form by reference. A Utility signature below constitutes acceptance of the terms of that Agreement. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control.

The City wants to provide for the continuity of service with WaterSmart, and realizes that there are initial programming costs with establishing a new relationship with Munibilling. If the City of Zephyrhills were to terminate its agreement with WaterSmart before 3 years, the City will then pay the $7,500 for initial programming costs.

Signatures

WaterSmart Software

Name: _____

Title: _____

Zephyrhills, FL

Name: Kenneth M. Burgess, Jr.

Title: Council President

City Council Meeting
October 24, 2022

Action Item

CONSENT ITEMS 2.8

Outdoor Tennis Court Agreement No. 25-22-07 with GPWG Constructors

Issue:

RFQ 35-22-03 Construction Management Services - Outdoor Tennis Courts Agreement.

Background:

RFQ 35-22-03 Construction Management Services - Outdoor Tennis Courts Agreement Award of Bid Approved by City Council September 26, 2022. The Council directed staff to move forward with preparation of the construction agreement.

Attachment(s):

1. 17978265v1 - A141-2014 - Final
2. Exhibit D - 35-22-03 SVB Outdoor Tennis Center
3. Exhibit E - CPWG Constructors Response 35-22-03 SVB Outdoor Tennis Courts
4. Exhibit F - Labor Rates CPWG Constructors

Fiscal Impact:

FY22-23 $500,000

Staff Recommendation:

The Public Works Director and City Manager recommend approval of the attached construction agreement as prepared by the City Attorney.

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 24th day ofOctober in the year 2022
(In words, indicate day, month and year.)

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

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

nd the Design-Builder:
(Name, legal status, address and other information)

CPWG Constructors, LLC , a Florida limited liability company
3918 N. Highland Ave
Tampa, FL 33603
Telephone Number: (813) 361-2644
Fax Number: (813) 223-2469

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

SVTC - Outdoor Tennis Courts
Sarah Vande Berg Tennis Center
6585 Simons Road
Zephyrhills, FL 33541

Design and construct four (4) Outdoor Hard Tennis Courts with LED sports lighting, fencing, shade structures, sidewalk connections, landscaping and irrigation, etc. All court construction and components shall be consistent with existing hard courts at Sarah Vande Berg Tennis Center.

The Owner and Design-Builder agree as follows.

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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User Notes: (3B9ADA3F)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

The Owner's program is set forth in the Request for Proposal 35-22-03 ("RFP") attached hereto as Exhibit "D"; the Design-Builder's response to the RFP attached hereto as Exhibit "E";

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§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Addressed in Exhibits "D" and "E"

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

To be determined in design phase.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

$500,000.00

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

See exhibits "D" and "E"

.2 Submission of Design-Builder Proposal:

Approximately 6 Weeks

.3 Phased completion dates:

See Exhibit "E" page 21

.4 Substantial Completion date:

January 2, 2023

.5 Other milestone dates:

To be determined.

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§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

CPWG Constructors, LLC

.2 Consultants

Nidy Sports Construction

.3 Contractors

CPWG Constructors & Nidy Sports Construction

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

See Exhibit "D"

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Shane LeBlanc
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 3352
Telephone Number: (813) 780-000

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

N/A

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§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

To be determined by Owner as needed.

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Sheila Tarte

Email Address: Sheila.Tarte@madridcpwg.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 14.4

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

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§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Pre-Construction Fee shall be a not-to-exceed one percent (1%) of the estimated construction costs. No retainage shall be held on Design Work performed prior to Execution of the Design Build Amendment.

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§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit "F"

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment
§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 All taxes levied on professional services and on reimbursable expenses; and
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Ten percent (10.00 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment
§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

12 % per annum

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment
For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
§ 3.1 General
§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

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§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of outstanding Submittals;
- **.4** Responses to requests for information to be provided by the Owner;
- **.5** Approved Change Orders and Change Directives;
- **.6** Pending Change Order and Change Directive status reports;
- **.7** Tests and inspection reports;
- **.8** Status report of Work rejected by the Owner;
- **.9** Status of Claims previously submitted in accordance with Article 14;
- **.10** Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- **.11** Current Project cash-flow and forecast reports; and
- **.12** Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- **.1** Design-Builder's work force report;
- **.2** Equipment utilization report; and
- **.3** Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the

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Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

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§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

.1 allocations of program functions, detailing each function and their square foot areas;

.2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and

.4 the following:

(List additional information, if any, to be included in the Design-Builder's written report.)

See Exhibits "D" and "E"

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;

.2 Site plan;

.3 Building plans, sections and elevations;

.4 Structural system;

.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and

.6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

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.1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;

.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;

.3 The proposed date the Design-Builder shall achieve Substantial Completion;

.4 An enumeration of any qualifications and exclusions, if applicable;

.5 A list of the Design-Builder's key personnel, Contractors and suppliers; and

.6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

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

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

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§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- **.1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

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§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

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§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

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§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in

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the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

.1 Additional costs of professional services;
.2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
.3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

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§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate

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review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

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§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-

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Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- **.1** defective Work, including design and construction, not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- **.3** failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

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§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder

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shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of

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the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Design-Build Documents; or
- **.3** terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

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§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

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§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work
The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work
§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion
§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish

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the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

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ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

.4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- **.1** fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- **.2** repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- **.3** fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- **.4** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.5** is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- **.1** Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- **.2** Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

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.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

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§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

.1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
.2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
.3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
.4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed
.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

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.6 Other:

Request for Proposal 35-22 03 ("RFP") attached hereto as Exhibit "D"

The Design-Builder's response to the RFP attached hereto as Exhibit "E"

PUBLIC RECORDS

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

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

OWNER *(Signature)*	**DESIGN-BUILDER***(Signature)*
Jodi Wilkeson, City Council President	Sheila Tarte, President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A141™ – 2014

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PAGE 1

AGREEMENT made as of the 24th day ofOctober in the year 2022

...

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

...

~~and~~ nd the Design-Builder:

...

CPWG Constructors, LLC , a Florida limited liability company
3918 N. Highland Ave
Tampa, FL 33603
Telephone Number: (813) 361-2644
Fax Number: (813) 223-2469

...

SVTC - Outdoor Tennis Courts
Sarah Vande Berg Tennis Center
6585 Simons Road
Zephyrhills, FL 33541

Design and construct four (4) Outdoor Hard Tennis Courts with LED sports lighting, fencing, shade structures, side walk connections, landscaping and irrigation, etc. All court construction and components shall be consistent with exi sting hard courts at Sarah Vande Berg Tennis Center.

PAGE 2

The Owner's program is set forth in the Request for Proposal 35-22-
03 ("RFP") attached hereto as Exhibit "D"; the Design-Builder's response to the RFP attached hereto as Exhibit "E";

PAGE 3

Addressed in Exhibits "D" and "E"

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User Notes:

...

To be determined in design phase.

...

N/A

...

N/A

...

$500,000.00

...

See exhibits "D" and "E"

...

Approximately 6 Weeks

...

See Exhibit "E" page 21

...

January 2, 2023

...

To be determined.

PAGE 4

CPWG Constructors, LLC

...

Nidy Sports Construction

...

CPWG Constructors & Nidy Sports Construction

...

See Exhibit "D"

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User Notes:

...

Shane LeBlanc
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 3352
Telephone Number: (813) 780-000

...

N/A

PAGE 5

To be determined by Owner as needed.

...

Sheila Tarte

Email Address: Sheila.Tarte@madridcpwg.com

...

[X] Litigation in a court of competent jurisdiction

PAGE 6

Pre-Construction Fee shall be a not-to-
exceed one percent (1%) of the estimated construction costs. No retainage shall be held on Design Work performed prior to Execution of the Design Build Amendment.

PAGE 7

Exhibit "F"

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Ten percent (10.00 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

12 % per annum

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User Notes:

PAGE 11

See Exhibits "D" and "E"

PAGE 35

Request for Proposal 35-22 03 ("RFP") attached hereto as Exhibit "D"

...

The Design-Builder's response to the RFP attached hereto as Exhibit "E"

...

PUBLIC RECORDS

...

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

...

Jodi Wilkeson, City Council President

Sheila Tarte, President

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User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:14:52 ET on 10/19/2022 under Order No. 2114375059 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ - 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (3B9ADA3F)

AGENCY:		Request for Proposals
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	**AN EQUAL OPPORTUNITY EMPLOYER** FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-22-03	7/31/2022	SVTC - Outdoor Tennis Courts	August 29, 2022, Monday, before 11:00 AM

PRE CONFERENCE ☒ Strongly Recommended ☐ None

DATE: August 5, 2022, Friday **TIME:** 10:00 AM 2ND FLOOR CONF ROOM OR..

TELECONFERENCE OPTION: DATE: August 5, 2022, Friday **TIME:** 10:00 AM

GoTo LINK: https://meet.goto.com/983127861 Call: 1-872-240-3311 Access: 983127861

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

SITE VISIT: None Scheduled. Will be the responsibility of each Bidder.

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 Zephyrills. 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:

X

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ___ day of _____, 2021

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

_____ _____

Notary Signature State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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City of Zephyrhills
RFP Form

PROJECT IDENTIFICATION NUMBER: 35-22-03
PROJECT NAME: Design-Build Team Services – Sarah Vande Berg Tennis Center (SVTC) Outdoor Tennis Courts
RFP DEADLINE: August 29, 2022 before 11:00 AM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal 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**
- ☐ **CMS Contact Sheet, Pg 25**
- ☐ **SubConsultant/Contractor, Pg 27**
- ☐ **Public Entity Crimes, Pg 31**
- ☐ **Addenda Receipt Acknowledgement, Pg 33**
- ☐ **E-Verify, Pg 35**
- ☐ **References, Business Tax Receipt and Licenses, etc**
- ☐ **Non Collusive, Pg 34**
- ☐ **TimeLine, Pg 23**
- ☐ **RFQ Response Form, Pg 3**
- ☐ **RFQ Table of Contents, Pg 26**
- ☐ **References, Pg 28**
- ☐ **Error & Omissions, Pg 36**
- ☐ **Debarment, Pg 37**
- ☐ **RFQ Acceptance, Pg 38**
- ☐ **Organization Chart, Pg 22**
- ☐ **Resumes, Pg 22**

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 Tuesday, August 23, 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: ***Design/Build Construction Management Services-SVTC Outdoor Tennis Courts***. 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 – July 31, 2022
Pre-Conference	Friday – August 5, 2022 @ 10 a.m.
Questions Deadline	Tuesday –August 23, 2022 by 11 a.m.
RFQ Deadline	Monday –August 29, 2022 before 11am
Review Responses	August 30th – September 15th
Interviews - TBS	TBS
Presented to City Council	Monday –September 26, 2022 @ 6 p.m.
Receipt of Fees by Short List	Tuesday – September 27, 2022 via email

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.

1.17 Response Submission: One electronic response package shall be uploaded on BidNet Direct www.bidnetdirect.com, prior to the Opening time of **Monday, August 29, 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.

1.19 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.

1.21 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 Solicitation. 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 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.

1.33 **Pre-Conference: On Friday, August 5, 2022 at 10 a.m. located at the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542 – 2nd Floor Conference Room, preferred.**

Call In Utilizing GoTo Assist:

Date: Friday, August 5, 2022 @ 10:00 AM
https://meet.goto.com/983127861
Dial: 1-872-240-3311
Access Code: 983-127-861

SECTION 2

2.0 RFP SCOPE OF SERVICES

PART 1 DESIGN / BUILD SERVICES

1.1 Introduction. An integral component of the City's economy is a vibrant and thriving downtown that provides the citizens with broad business, social and artistic choices and activities. Zephyrhills' central geographic location between the Tampa and Orlando areas has attracted a variety of new businesses and industries, which in turn positively impact residential growth. A primary selling point for current and future residents is the high quality of life and abundance of recreational outlets.

The City of Zephyrhills is interested in receiving responses from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment and professional services for the design and construction of four (4) Outdoor Hard Tennis Courts with LED sports lighting, fencing, shade structures, sidewalk connections, landscaping and irrigation, etc. All court construction and components shall be consistent with existing hard courts at Sarah Vande Berg Tennis Center.

1.2 Project Location. Sarah Vande Berg Tennis Center 6585 Simons Road Zephyrhills, FL 33541

1.3 Project Description. Design and construct four (4) Outdoor Hard Tennis Courts with LED sports lighting, fencing, shade structures, sidewalk connections, landscaping and irrigation, etc. All court construction and components shall be consistent with existing hard courts at Sarah Vande Berg Tennis Center.

The estimated commencement for the project (design) is to be determined, but anticipated for the summer of 2022. Construction will commence immediately upon agreement on the design and Guaranteed Maximum Price (GMP). Substantial and Final Completion will be established based on design.

The City has tentatively opted to use the Design-Build process for the delivery of design services and construction services for this turn-key project. For information, the Design Criteria Package is included with this request.

The City proposes to select a ***highly qualified Design-Build team specializing in tennis court design and construction*** for the design and construction of the project. The selected firm must be willing and able to provide reasonable proposals, references, examples of similar type work performed in the past within short time frames and must be prepared to commence and complete the work in accordance with the City's required schedule.

All interested firms must be licensed in the State of Florida. The DB shall not proceed with work on any assignment without written authorization to proceed from the City. This work authorization will stipulate the fees and time schedule for each phase of the assignment. The phases include in this project are:

-Design Development Phase
-Construction Administration Phase
-Predesign and site planning services
-Preparation of Permit and Construction Documents

The project information included in this package is preliminary in nature. There is no work guaranteed as a result of being shortlisted or top-ranked through this solicitation.

General Requirements:

- Design and construct Four (4) hard courts.
- LED court lighting system with glare reduction.
- California corner layout with maintenance gates incorporated for each court.
- Cabana benches and water fountains to be located between each court Pair.
- All access and site amenities must comply with current A.D.A. standards.
- The Design-Builder shall evaluate all the construction options and shall Determine the most suitable and cost effective system for this project.

Exhibit A provides a conceptual site plan layout of the (4) Outdoor hard tennis courts. The court design to be finalized with Design / Build Team.

All interested Proposers shall be required to comply with Florida Statute 287.055, Design-Build requirements.

1.4 Design Criteria.

Site Development

- City of Zephyrhills Development Code as applicable.
- City of Zephyrhills Technical Standard Specifications.
- Storm water Management per the City's and SWFWMD's rules and Regulations as applicable.
- FDEP and Pasco County Health Department rules and regulations As applicable.

Building Code

- Prevailing Florida State Building Code.
- Pasco County Health Department

1.5 Project Cost Estimate and Design and Construction Schedule. The cost/budget estimate for this project is $500,000 (+ or -) US dollars. Construction Schedule T.B.D.

PART 2 DESIGN-BUILDER (DB) RESPONSIBILITIES

2.1 General. The DB shall provide design services to accomplish the work contained in this request. This includes; partnering with the owner/developer's civil engineer, C.E.D. Inc.; The existing site storm water is included with a storm water master plan. DB shall provide all Architectural, Mechanical, Electrical, Landscaping, Lighting and Structural engineering services (drawings and corresponding specifications) and permitting with the City's Building and Permitting Division. The DB shall be the single point of contact for all design services. The DB shall obtain such additional geotechnical, surveying and related information that it deems necessary for performance of the work.

2.2 Design Review and Recommendations. The DB shall provide progress review sets at 30%, 60%, 90% and 100%. The design shall comply with all applicable federal, state and local (City) codes and requirements. The DB shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives through a Value Engineering process. The DB shall also ensure the constructability of the project during the design and review process.

2.3 Permitting. The DB shall prepare all applications, data, and drawings required by permit agencies and shall be responsible for obtaining all necessary permits, including required fees.

2.4 Construction.

A. General. The DB shall be responsible for performing the traditional duties of a General Contractor throughout the performance of the work and warranty periods.

B. The DB shall coordinate and ensure all work is in accordance with the design documents provided by the designer and as approved by the City. The DB will resolve and be responsible for conflicts between the design and actual on-site conditions.

C. The DB is to ensure that the project is completed in accordance with the plans and specifications and requirements of the City. The DB shall be responsible to the Public Works Director / Project Manager or his designee for all aspects of the project.

2.5 Supervision.

A. The DB shall assign a Project Manager to this job who shall be responsible for all project activities from design through construction including coordination with the Owner, Regulatory Agencies, other Prime Contractors, etc.

B. Design/Builder shall assign an on-site, full-time superintendent solely for this project.

2.6 Temporary Facilities and Controls.

A. DB shall provide temporary facilities and controls needed for the Work including but not limited to:

1. Telephone service for the Design/Builder office trailer.
2. Portable sanitary facilities located on the site for Design/Builder personnel only.
3. Field offices/sheds for Design/Builder construction and office personnel.
4. Temporary electric power and lighting connection to an existing supply within 25' of the site. Metered electricity usage is at Design/Builder's expense.
5. Temporary construction water connection to an existing supply at the site. Metered water usage is at Design/Builder's expense.

B. DB shall provide temporary barricades, including but not limited to:

1. Safety barricades around major excavations in accordance with OSHA guidelines including warning tape and lighted flashers if required.
2. Temporary fencing, barricades, traffic barriers, safety lighting, etc, as required.

C. Quality Control / Quality Assurance / Inspections. The DB shall be solely responsible for daily inspections of the project. The DB shall develop a quality control/quality assurance program. Final acceptance of the project and quality assurance shall be provided by the City and based on the DB's certification that the project is 100% complete, including, but not limited to all restoration, payment certifications, environmental permit close-out requirements, as-built documentation and all other required close out documents.

D. Testing Services.

1. Testing services shall be performed by an independent agency. DB shall provide all inspection testing, including but not limited to:

a. All geotechnical services and soil inspections to verify soil bearing capacity for the site. This includes inspection of excavations and footings prior to placement of concrete.

b. Any additional independent testing required by the governing building codes.

E. Project Management Information

1. The DB shall establish, with the full concurrence of the City, procedures for organizing and accomplishing the management control of the project including safety and traffic control.

2. The DB shall design, implement and utilize a Project Management Information system (PMIS) to facilitate the rapid and accurate exchange and monitoring of information between all parties.

a. The MIS shall include as a minimum the following:
-Narrative reporting, on a monthly basis
-Schedule control, on a monthly basis
-Cost control and estimating
-Project accounting
-Action reports
-Compliant log
-Daily Quality Control/Inspection Reports
-Change Order Log

All reports, documents and data to be provided shall represent an accurate assessment of the current status of the project and of the work remaining to be accomplished. The information provided shall provide a sound basis for identifying variances and problems and shall include recommendations for making management decisions. It shall be prepared and furnished to the City monthly throughout the contract period.

F. Warranty. Where any work is performed by the DB's own forces or by subcontractors under contract with the DB, the DB shall warrant that all materials and equipment included in such work will be of good quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications. In general, the warranty shall be a one-year warranty period from the date of acceptance by the City unless superseded in the scope of work. With respect to the same work, the DB further agrees to correct all work found by the City to be defective in material or workmanship or not in conformance with the drawings or specifications at no expense to the City.

G. Investigations and Litigation. If the DB, the Preliminary Design Professional or any other member of the DB Team with more than a 20% share of the Contract has ever been the subject of an investigation conducted by a regulatory or professional licensing board, give the details of such action. If the same parties outlined above have ever been sued or debarred from working for a public authority as a result of their actions or inaction in the course of the practice of their business or profession, give the details of such a suit or debarment.

PART 3 CITY RESPONSIBILITIES

A. City shall provide the following Information:

1. Upon request, the City shall provide all known available information regarding the requirements for the project design.
2. Topographic survey at 1":20' showing limits of project site. DB responsible for all utility locates.
3. The City shall designate a project manager who shall be fully acquainted with the project. The project manager shall render decisions promptly and furnish information expeditiously. ***DB shall coordinate all RFI's, pay applications and project submittals to the City project manager. DB will accept direction from the City project manager ONLY.***
4. The City shall furnish, as indicated in the Contract Documents, the lands upon which the construction is to be performed, right-of-way and easements for access thereto, and such other lands which are designated for the use of the DB. The DB shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PART 4 SITE WORK BY DESIGN / BUILDER

A. Site Preparation. Prior to commencing any site preparation work, the DB shall provide all the required erosion and sediment control measures and implement all BMP's to ensure proper control of erosion and sedimentation. The outdoor court site SHALL be cleared and graded to subgrade elevation by the Design/Builder. All known underground utilities shall be relocated prior to excavation, if in conflict as determined by City.

B. Excavating, Backfilling and Compaction.

1. Excavate for retention pond if deemed necessary by SWFWMD.
2. Excavate and backfill foundations as follows:

   a. All excavating, backfilling and compacting required to facilitate the installation of any/all foundations as shown on the approved engineering drawings.
   b. Filling and backfilling with on-site materials to restore design rough grade elevations. Backfilling materials free from organic matter and deleterious substances, containing no rock or lumps over 6" in greatest dimension.
   c. Hauling of excess or unusable excavated material to an off-site disposal area chosen by the City.

C. Temporary Fencing. DB to provide galvanized chain link fencing at the perimeter of the project site.

PART 5 CONCRETE

A. Concrete Formwork.

1. Provide formwork for all cast-in-place concrete foundations within the project footprint. Items included but not limited to:
   a. Concrete foundations including footings and grade beams.
   b. Slab on grade.

c. Site retaining walls (if applicable).

B. Concrete Reinforcement

1. Shop fabricated non-epoxy coated reinforcing bars including all required accessories for all cast-in-place concrete foundations, retaining walls, grade beams, and supported slabs, in accordance with the applicable codes and specifications.

2. Welded wire fabric (not epoxy coated), in accordance with the applicable codes and specifications.

3. Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.

PART 6 METALS (if applicable)

A. Miscellaneous Metals.

1. Provide all labor, materials, etc., per Building Code to install any and all miscellaneous metal items including, but not limited to the following:

a. Loose metals lintels, roofing, bollards, pipe guards at all leaders, miscellaneous angles and plates and other miscellaneous fasteners, anchors and inserts.

PART 7 LANDSCAPING

A. Landscaping. Provide landscaping, irrigation and sod restoration in accordance with the approved site plans. Landscaping and irrigation components shall be consistent with the existing SVB Tennis Center.

PART 8 PLUMBING

A. Provide a complete plumbing system including fixtures as shown on approved drawings and potable water supply to all fixtures.

PART 9 ELECTRICAL

A. Electrical System. Provide complete electrical system as required by design. Service (DB to verify size) to include all conductors, conduits, wiring devices, power, all per code.

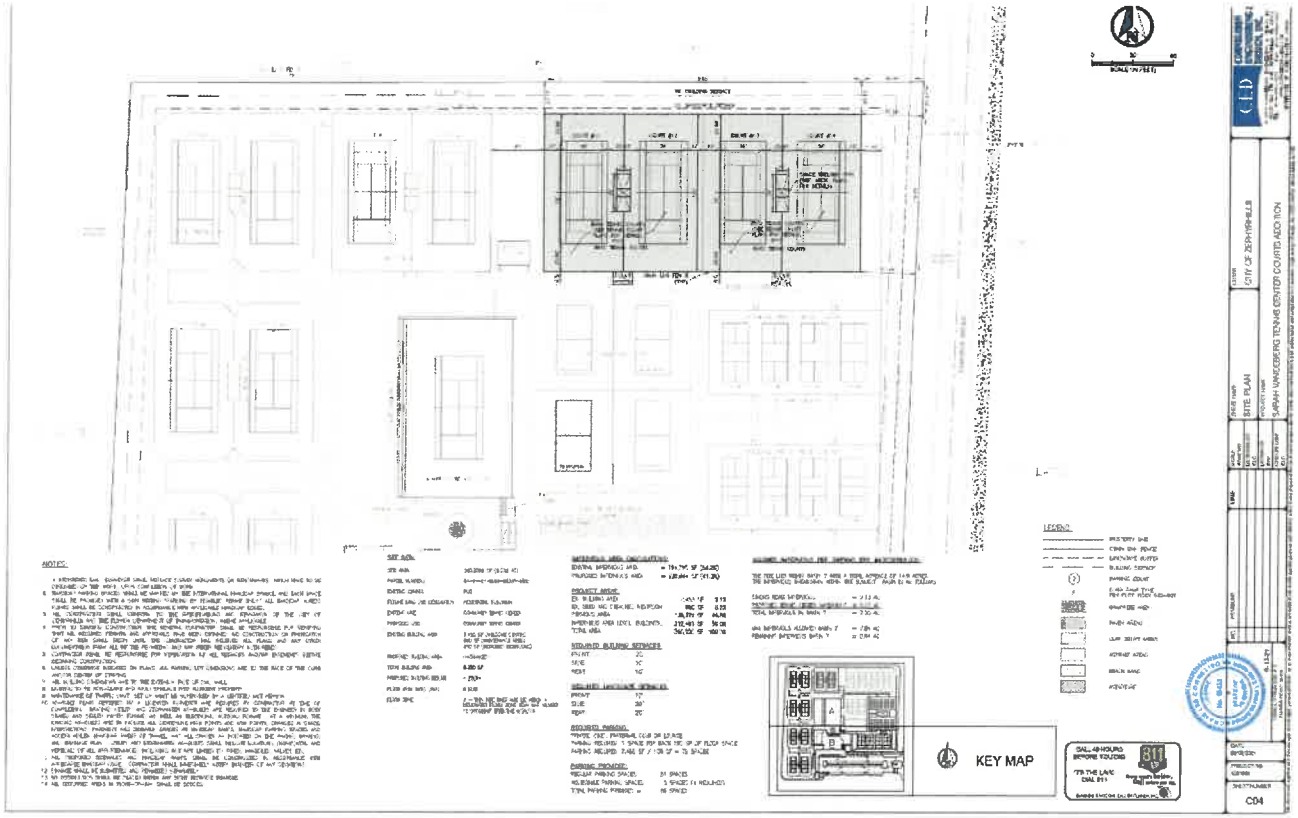
B. Lighting System. Provide complete LED court lighting system with glare reduction (consistent with existing court lighting system.

CONTRACT TERM: The contract for services will be through the acceptance of construction

Aerial View of Simons Road and Althea Lane - Exhibit A



Conceptual Outdoor Tennis Courts Layout. - Exhibit B



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 –

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 regarding the meeting at City Hall, 5335 8th Street, Zephyrhills, Florida.

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 27***

4.3.4 **TABLE OF CONTENTS** *(Not part of the page count)*, ***Page 28***

4.3.5 **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 **SUB Contractor DATA Sheet *(1 Page Limit) Page 29***

4.3.8 **Responses** to the evaluation criteria ***(40 Page Limit to Section 5.0)***

4.3.9 **TIMELINE**

4.3.10 **RESUMES**

4.3.11 **REFERENCES** ***Page 30***

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 31***
- Public Entity Crimes ***Page 33***
- Addenda Acknowledgement ***Page 35***
- Non-Collusive Affidavit ***Page 36***
- E-Verify ***Page 37***
- Errors or Omissions ***Page 38***
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form ***Page 39***
- RFQ Acceptance ***Page 40***

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)

DESIGN/BUILD-CONSTRUCTION MANAGEMENT SERVICES – 35-22-03

Project Title: **Design/Build-Construction Management Services – Outdoor Tennis Courts**

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 35-22-03
DESIGN/BUILD-CONSTRUCTION MANAGEMENT SERVICES- Outdoor Tennis Courts

SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-03

SUBCONSULTANT/CONTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

RFQ 35-22-03
Design/Build-Construction Management Services-Outdoor Tennis Courts
Business References (For Similar Program/Projects)
(Max 10 references and 3 pages)

SAMPLE COPY

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
35-22-03 – Design/Build-CMS

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

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
35-22-03

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

_____

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT
35-22-03

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: 35-22-03
Project Description: Design/Build Construction Management Services--Outdoor Tennis Courts

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 35-22-03

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

35-22-03

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 35-22-03 Design/Build Construction Management Services-Outdoor Tennis Courts.

_____ _____

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:_____

_____

August 29, 2022

City of Zephyrhills
ATTN: Purchasing Dept
5335 8th Street
Zephyrhills, FL 33542

Re: City of Zephyrhills Bid/Proposal Number #35-22-03 For SVTC - Outdoor Tennis Courts

Dear Evaluation Committee,

CPWG Constructors, LLC is pleased to submit our qualifications to the City of Zephyrhills to provide continuing professional engineering and construction management services for the Sarah Vande Berg Tennis Center-Outdoor Tennis Courts. As a local company, our firm is particularly excited about this opportunity to continue to develop our working relationship with City of Zephyrhills.

CPWG Constructors offers a full-service approach to our client's needs. Our general contractors provide us with the ability to do both commercial and residential projects. From the design phase, through the build phase, and to project completion, we have the ability to provide our clients with the assurance that their project will be completed with the quality they expect, in a timely manner, and within budget.

CPWG Constructors, a subsidiary of Madrid CPWG, is built around a team of skilled construction management experts that are experienced in all phases of construction and construction administration. As a subsidiary of Madrid CPWG, we have access to an engineering team to resolve any civil, structural, or landscape architectural design issues using our in-house staff. We also have an excellent working relationship with the Madrid CPWG engineers and other designers.

To deliver the best courts possible, we have selected Nidy Sports Construction as a subconsultant. Nidy Sports Construction is recognized as an industry leader in sports facility construction. From tennis courts, running tracks, and football fields to shuffleboard courts and pickleball courts – Nidy Sports Construction has served generations of sports enthusiasts as their trusted partner in the construction of professional quality athletic facilities, no matter the type, size or scope of the project.

Nidy utilizes world-class materials from Plexipave, Plexitrac, & Decoturf (the sports surfaces of choice for high school, collegiate & professional level athletic facilities) and the most advanced laser equipment available to ensure all Nidy-built courts meet or exceed client expectations.

CPWG Constructors' primary agent and primary point of contact for this project will be our Project Manager, Mr. Greg Hass, CGC, LEED AP(greg.hass@cpwgconstructors.com) | 813-906-2847. Mr. Hass is a construction professional with 36 years of general contracting and project management experience. He has overall management accountability and technical expertise in all aspects and phases of construction to ensure profitability and on-time project delivery. Greg has successful past experience working with clients such as the cities of Clearwater, Madeira Beach, St. Pete Beach, Orlando, Tampa and Winter Garden, as well as Hillsborough, Orange, and Pinellas counties.

On behalf of CPWG Constructors, we thank you for reviewing our submittal and we look forward to having an opportunity to work with City of Zephyrhills on this very important project.

Sheila Tarte, President
(813) 361-2644
Sheila.Tarte@madridcpwg.com

AGENCY:		Request for Proposals
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	**AN EQUAL OPPORTUNITY EMPLOYER** FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-22-03	7/31/2022	SVTC - Outdoor Tennis Courts	August 29, 2022, Monday, before 11:00 AM

PRE CONFERENCE X Strongly Recommended ☐ None

DATE: August 5, 2022, Friday **TIME:** 10:00 AM 2ND FLOOR CONF ROOM **OR..**

TELECONFERENCE OPTION: DATE: August 5, 2022, Friday **TIME:** 10:00 AM

GoTo LINK: https://meet.goto.com/983127861 **Call:** 1-872-240-3311 **Access:** 983127861

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

SITE VISIT: None Scheduled. Will be the responsibility of each Bidder.

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS: CPWG Constructors
Sheila Tarte, President
3918 N Highland, Tampa, FL 33603

If returning as a "NO" state reason:

TELPHONE NUMBER: 813-361-2644

EMAIL ADDRESS: sheila.tarte@madridcpwg.com

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrills. 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: 47-2167956

X Sheila Tarte

AUTHORIZED SIGNATURE

Sheila Tarte, President

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 29 day of August, 2021

Personally known: X Or produced identification: ☐

Type of ID: N/A

Michael M. Brock — Florida GG 322981

Notary Signature Michael M. Brock — State

My commission expires: 4/28/2023

AFFIX NOTARY STAMP BELOW

Notary Public State of Florida
Michael M Brock
My Commission GG 322891
Expires 04/28/2023

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.

City of Zephyrhills
RFP Form

PROJECT IDENTIFICATION NUMBER: 35-22-03
PROJECT NAME: Design-Build Team Services – Sarah Vande Berg Tennis Center (SVTC) Outdoor Tennis Courts
RFP DEADLINE: August 29, 2022 before 11:00 AM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal 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: 47-2167956

Required Documents:

- ☑ Cover Page, Pg 1
- ☑ CMS Contact Sheet, Pg 25
- ☑ SubConsultant/Contractor, Pg 27
- ☑ Public Entity Crimes, Pg 31
- ☑ Addenda Receipt Acknowledgement, Pg 33
- ☑ E-Verify, Pg 35
- ☐ References, Business Tax Receipt and Licenses, etc
- ☑ Non Collusive, Pg 34
- ☑ TimeLine, Pg 23
- ☑ RFQ Response Form, Pg 3
- ☑ RFQ Table of Contents, Pg 26
- ☑ References, Pg 28
- ☑ Error & Omissions, Pg 36
- ☑ Debarment, Pg 37
- ☑ RFQ Acceptance, Pg 38
- ☑ Organization Chart, Pg 22
- ☑ Resumes, Pg 22

FIRM NAME: CPWG Constructors, LLC

SUBMITTER'S NAME/TITLE: Sheila Tarte, President

ADDRESS: 3918 N Highland, Tampa, FL 33603

TELEPHONE NUMBER 813-361-2644 FAX 813-223-2469

EMAIL ADDRESS Sheila.Tarte@madridcpwg.com

Firm Representative Signature: _____ Date August 29, 2022

Notary or Corporate

CMS APPLICANT FIRM

DESIGN/BUILD-CONSTRUCTION MANAGEMENT SERVICES – 35-22-03

Project Title: **Design/Build-Construction Management Services – Outdoor Tennis Courts**

APPLICANT FIRM NAME: CPWG Constructors, LLC

ADDRESS: 3918 N Highland Avenue

Tampa, Florida 33603

TELEPHONE NUMBER: 813-361-2644

FAX NUMBER: 813-223-2469

CONTACT PERSON/TITLE: Sheila Tarte, President

EMAIL ADDRESS: Sheila.Tarte@madridcpwg.com

ALT CONTACT PERSON/TITLE: Dan Hart, PE, DBIA, Associate Principal

EMAIL ADDRESS: Dan.Hart@madridcpwg.com

FEDERAL TAX ID NUMBER: 47-2167956

Type Ownership: LLC

Submittal for X 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:

Sheila Tarte, President, 813-361-2644

Dan Hart, PE, DBIA, Associate Principal, 813-361-2644

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

Tampa, Florida, 7

Blountstown, Florida, 3

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DESIGN/BUILD-CONSTRUCTION MANAGEMENT SERVICES – 35-22-03

Project Title: **Design/Build-Construction Management Services – Outdoor Tennis Courts**

APPLICANT FIRM NAME: CPWG Constructors, LLC

ADDRESS: 3918 N Highland Avenue
Tampa, Florida 33603

TELEPHONE NUMBER: 813-361-2644

FAX NUMBER: 813-223-2469

CONTACT PERSON/TITLE: Sheila Tarte, President

EMAIL ADDRESS: Sheila.Tarte@madridcpwg.com

ALT CONTACT PERSON/TITLE: Dan Hart, PE, DBIA, Associate Principal

EMAIL ADDRESS: Dan.Hart@madridcpwg.com

FEDERAL TAX ID NUMBER: 47-2167956

Type Ownership: LLC

Submittal for X 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:

Sheila Tarte, President, 813-361-2644

Dan Hart, PE, DBIA, Associate Principal, 813-361-2644

Present Offices: City/State/Number of personnel for each:
Tampa, Florida, 7

Blountstown, Florida, 3

Financial Responsibility

Organizational and Financial Resources

CPWG Constructors has the operational stability and financial resources to deliver this project for the City. We have experienced staff that have managed and completed many projects of similar nature. We have the financial stability required to support a project of this magnitude due to our secure financial position, good- standing in our banking relationships and healthy amount of work backlog. Our bonding capacity of over $5 million and we carry all required insurances as well as some that are not usually required, at limits that meet or exceed normal requirements.

Main banking reference

South State Bank
102 West Baker Street
Plant City, FL 33563

Darbi Vanderford-Fulton
813-659-8625

Project Completion Record

No Contracts Canceled

CPWG Constructors has not had any contract or subcontract canceled within the last five years.

No Previous Violations

CPWG Constructors doesn't have any past or pending citations, violations, or disbarments within the last five years.

No Regulatory or License Agency Sanctions

Our firm, our principals, or any of its licensed professionals have not received a reprimand of any nature or been suspended by their respective boards or any other regulatory agency or professional association.

No Litigation, Claims, or Contract Disputes

CPWG Constructors does not have any history of litigation associated with project performance and/or professional liability.

Firm's Bonding Company/Agent

Natalie Demers
Nielson, Mosholder & Associates
A Nielson Hoover Group Company
4380 St. Johns Parkway, Suite 110
Sanford, FL 32771

Contract Bond Specialist
ndemers@nielsonbonds.com
Direct: 321.832.7547
Main: 407.330.3990 Ext. 1202
Fax: 407.330.3949





SUBCONSULTANT/CONTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1. Nidy Sports Construction 751 General Hutchison Parkway Longwood, FL 32750 (407) 330-946	1. Tennis Court Design Tennis Court Construction
2.	2.
3.	3.
4.	4.
5.	5.

5.1 QUALIFICATION AND EXPERIENCE OF PROPOSED PROJECT TEAM

5.1.1 Organization

CPWG Constructors

CPWG Constructors, a subsidiary of Madrid CPWG, is built around a team of skilled construction management experts that are experienced in all phases of construction and construction administration. Our team has an office conveniently located in Tampa, FL.

As a subsidiary of Madrid CPWG, we have access to an engineering team to resolve any civil, structural or landscape architectural design issues using our in-house staff. We also have an excellent working relationship with the Madrid CPWG engineers and other designers.

CPWG Constructors offers a full-service approach to our client's needs. Our general contractors provide us an ability to do both commercial and residential projects. From the design phase, through the build phase, and to project completion, we have the ability to provide our clients with the assurance that their project will be completed with the quality they expect, in a timely manner, and within budget.

Nidy Sports

Nidy Sports Construction provides tennis court services tailored to your specific needs. Nidy is one of the few companies in the nation whose staff has an ASBA (American Sports Builder Association) Certified Track, Tennis and Field Builder, ensuring that all work done by Nidy is of the highest quality possible.

Nidy Sports Construction has start-to-finish experience in the construction of every type of athletic court, field, track or play area imaginable – from tennis and shuffleboard courts to football fields for hundreds of satisfied clients. Nidy uses the most advanced laser equipment and the highest quality sports surfaces on the market to exceed client expectations.

5.1.1.1 Superintendent: Randall Ford

5.1.1.2 Project Manager: Greg Hass, CGC, LEED AP

5.1.1.3 Cost Estimator: Greg Hass, CGC, LEED AP

5.1.1.4 Project Executive: Dan Hart, PE, DBIA

5.1.2 Key Leader Information

5.1.2.1 Current resumes: Please see the designated individuals resumes on the pages 5-8.

5.1.2.1 Percent of time to be committed to this Project

Superintendent: Randall Ford (45%)

Project Manager: Greg Hass, CGC, LEED AP (40%)

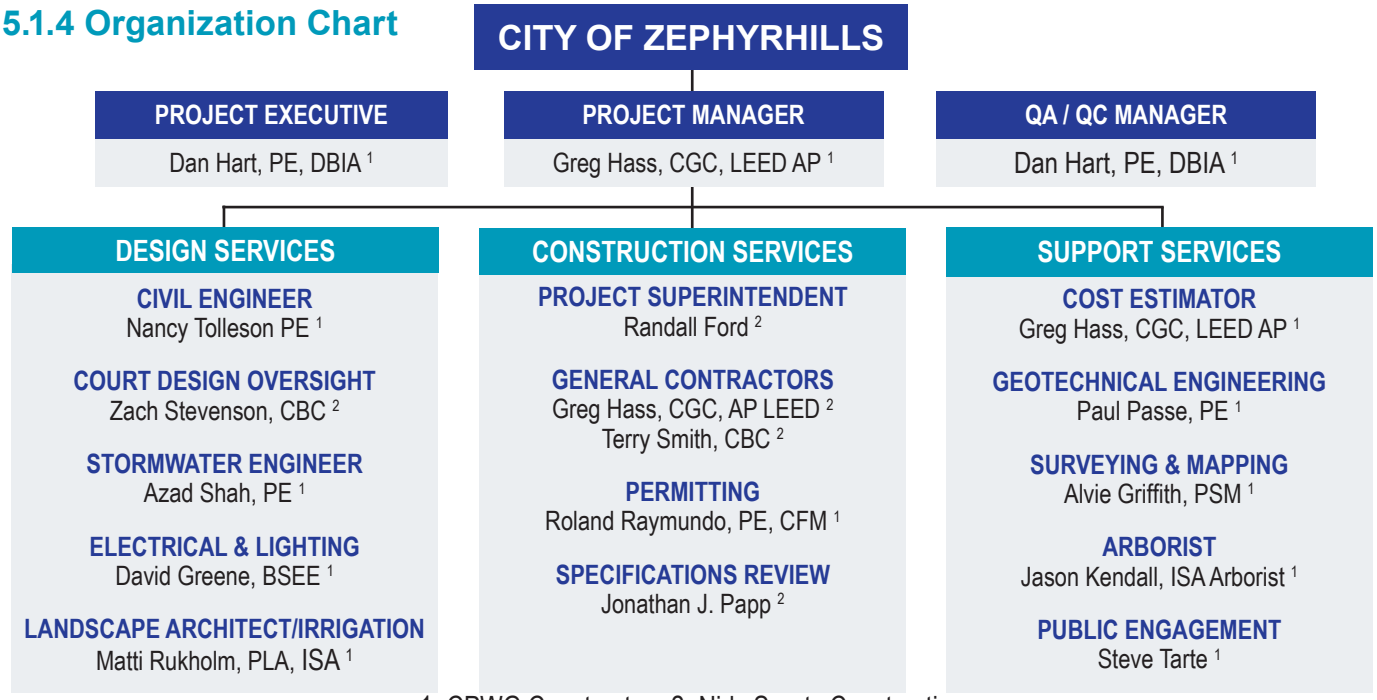
Cost Estimator: Greg Hass, CGC, LEED AP (40%)

Project Executive: Dan Hart, PE, DBIA (35%)

5.1.3 Point of Contact

Greg Hass, CGC, LEED AP will be the **leader of our construction team** and the principal point of contact between CPWG Constructors and the City of Zephyrhills, Nidy Sports Construction team and other consultants.

5.1.4 Organization Chart



1=CPWG Constructors 2=Nidy Sports Construction

Greg Hass, CGC, LEED AP

Project Manager and Cost Estimator

Mr. Hass is a construction professional with 36 years of general contracting and project management experience. Overall management accountability and technical expertise in all aspects and phases of construction to ensure profitability and on-time project delivery. From client presentations, pre-construction planning and value engineering through scheduling, project team coordination, budget control and reporting, quality assurance, turnover, training, closeout, and warranty fulfillment. Greg is highly skilled in financial analysis, problem solving, contract negotiations, written and verbal communication. Previous clients include the cities of Clearwater, Madeira Beach, St. Pete Beach, Orlando, Tampa and Winter Garden, as well as Hillsborough, Orange, and Pinellas counties.



Years of Experience

- 36 Years

Education

- BS, Building Construction, Auburn University, AL

Additional Certifications

- LEED Accredited Professional, Building Design and Construction, ID # 10333868
- Certified General Contractor # CGC 1504481

Project Experience

Library Renovation, City of St. Pete Beach, FL | Construction Management. Mr. Hass provided Construction Management services for the renovation of the St. Pete Beach Public Library. The renovations included removal of several walls, reconfiguring new walls, creation of a climate managed computer server room, new lighting, new floor treatments, and electrical power drops to nine computer workstations. The construction management services provided included cost estimating, ADA compliance assessment, design feasibility review, bid specifications, bid preparation, bid management, conducting project team meetings, change management, and project administration.

Firehouse 22 Renovation, City of St. Pete Beach, FL | Construction Management. Mr. Hass provided Construction Management services for the renovation of the St. Pete Beach Firehouse 22. The renovations covered upgrades to the fire suppression system and the bathrooms. The fire suppression improvements included removal, redesign, and replacement of the fire sprinkler system, fire alarm system, fire separation of sleeping quarters, impact protection of system openings. The bathroom improvements included redesign and renovation the showers, toilets, sinks, and locker area. Mr. Hass was responsible for providing cost estimating, bid assistance, construction observation, and construction administration.

Pass-A-Grille Way Complete Streets Phase I Construction, City of St. Pete Beach, FL | Construction Management. Mr. Hass provided construction management, construction engineering inspection oversight, and construction administration for the roadway and utility replacement project. The project consisted of a two-lane paved roadway, with bicycle lanes and F-type gutters. The existing stormwater piping system was enlarged and expanded, new inlets installed and baffle boxes with tide flow preventers were installed.

Pass-A-Grille Way Phase II Constructability Review, City of St. Pete Beach, FL | General Contractor. Providing constructability review for the Roadway is being designed for milling and resurfacing to correct the failing roadway pavement sections. A two-lane paved roadway, with bicycle lanes and F-type gutters. New sewer pipes, manholes, and laterals are included. The existing stormwater piping system will be enlarged and expanded, new inlets installed and baffle boxes with de flow preventers designed to reduce the risk of flooding in the area. Overhead utilities are being designed and permitted to go underground along the roadway corridor. In addition, the project design plan included new high and low potable water lines. Lake County Route CR 455 Construability Review Provided constructability review in support of the design services to add a signalized intersection, mill and resurface CR 455 approach to the bridge abutment, add a new northbound right turn lane at the CR 455 and Old Highway 50 East. The project included new concrete strain pole box span traffic signal, new northbound right turn lane, signing and pavement marking, structural engineering, subsurface utility investigation (SUE), public involvement, construction involvement and permitting.

Pass-a-Grille Way, Phase 1&2 Washatonian Palm Replacement, City of St Pete Beach, FL | General Contractor. Mr. Hass was the General Contractor on the CPWG team that assisted the City of St. Pete Beach to design underground utilities, light pole and fixture upgrades and landscaping along Pass-a-Grille Way. The landscaping improvement consisted of the installation of Washatonian palm trees, mulch and a variety of shrubs. Mr. Hass assisted the project team by coordinating with property owners to obtain easements or find alternate locations for transformers and switch boxes. He also provided construction advice on the Landscape Architecture design.

SR 699 Safety Median Landscape Project, City of Madeira Beach | General Contractor. Mr. Hass provided General Contracting guidance for SR 699 Median Landscape Design Improvements. CPWG constructed landscape and irrigation per plans for the project. The construction incorporated applicable requirements listed in the FDOT district seven landscape, irrigation, maintenance, and erosion control plans preparation checklists and other applicable FDOT safety, setback and construction criteria. The construction included all plant material, placement, spacing, quantities, notes, and details required to construct the design. These also showed integration of existing and proposed plant materials in previously planted landscape medians. Additionally, CPWG constructed the irrigation system per plans for all new medians. These plans identified all piping, irrigation heads, valves, controllers, and other appliances necessary for installation and proper functioning of the design.

SR 699 Utility Undergrounding, Indian Rocks Beach, FL | General Contractor. Mr. Hass was General Contractor for project covering the undergrounding of above ground utilities primarily along Gulf Boulevard and city-wide as needed. The main tasks include coordination with property owners to obtain easements, coordination with underground utilities, coordination with FDOT median and crosswalk safety construction, milling and resurfacing LAP project, placing utilities within FDOT right-of-way, and construction administration services. The project was completed in four phases.

Seawall Restoration, City of Redington Beach, FL. This project consisted of restoration and/or repair of the seawalls along the 59th Avenue and 161st Avenue causeways. The existing seawalls were demonstrating signs of deterioration caused by exposed to salt water and weather. Mr Hass provided construction management and observation of the selected contractor.

SR 434 Median Landscape Design Improvements, Longwood, FL | Construction Administration. CPWG prepared the Landscape and Irrigation construction plans required to construct the project. The plans incorporated all applicable requirements listed in the FDOT District Seven Landscape, Irrigation, Maintenance, and Erosion Control Plans Preparation Checklists and other applicable FDOT safety, setback and plans preparation criteria. The plans identified construction materials. Provided construction administration for the project.

SR 699 Landscape Project Redington Beach Gulf Boulevard) HLRMOA Gulf Boulevard Landscape Beautification from 155th Avenue to 164th Avenue | General Contractor. Mr. Hass served as General Contractor on the SR 699 project that consisted of designing landscape construction plans and specifications for landscape improvements along the east and west sides of Gulf Boulevard. The planned improvement consists of the installation of sixty palm trees, shell mulch and a variety of shrubs. The construction for this project will coincide with the construction necessary for the utility undergrounding project.

Archibald Memorial Park, Madeira Beach, FL | General Contractor. As General Contractor, Mr. Hass supported the City of Madeira Beach efforts to upgrade and beautify the Archibald Memorial Beach Park. The design included landscape upgrades with up lit palm trees, shrubs around an improved parking area, walkovers to the beach were converted to composite wood lighting, new turtle friendly lighting and new entrance obelisks. The Snack Shack building, outdoor deck and bathroom facilities were renovated.

Lake County Route CR 455 Construability Review. Provided constructability review in support of the design services to add a signalized intersection, mill and resurface CR 455 approach to the bridge abutment, add a new northbound right turn lane at the CR 455 and Old Highway 50 East. The project included new concrete strain pole box span traffic signal, new northbound right turn lane, signing and pavement marking, structural engineering, subsurface utility investigation (SUE), public involvement, construction involvement and permitting.

Randall Ford – Project Manager & Paving Foreman

Nidy Sports Construction (2008 – Present)

Project Manager

- Manages Daily Operations of Multiple Projects
- Quality Control of Track and Field Projects
- Regulate Safety Procedures
- Train and Recruit Employees
- Coordinate and Develop Job Progress / Production Schedules

Education

- OSHA Trenching / Excavating Safety Standards
- OSHA Review Meetings
- Safety Management
- OSHA 40 Hour
- S.W.I.P.P – Storm Water Management Certified

Skills

- Team Leader
- Heavy Equipment Operator
- Builds Customer Service

Dan Hart, PE, DBIA

Project Executive

Mr. Hart has over 26 years of experience primarily working on Florida infrastructure projects. His experience includes projects for multiple municipal, transportation, water management authorities, and private sector clients across the State. He has a unique blend of construction management, engineering design, and overall program management experience that facilitates individual projects and the overall programs for owners and clients. Over the years he has multiple continuing services contracts for a variety of clients. He also has a strong track record of Design-Build project delivery and is a certified DBIA Professional. Dan uses this experience to forge successful partnerships with owners, consultants, and contractors, as well as to provide owners with efficient and constructible plans. He has served on projects for every district of the FDOT and he has accumulated experiences on projects throughout the United States.



Years of Experience

- 26 Years

Education

- M.B.A., Western Governors University
- M.S., University of Florida, Civil Engineering
- B.S., University of Florida, Civil Engineering

Professional Registration

- Professional Engineer, Florida # 55438 (2000)
- Professional Engineer, North Carolina # 036467
- Professional Engineer, Virginia # 0402053500
- Professional Engineer, Louisiana # 39327

Professional Affiliations

- Design-Build Institute of America
- American Society of Civil Engineers

Project Experience

SR 669 (Gulf Boulevard), Madeira Beach, Pinellas County, FL – FDOT D7 | Sr. Project Engineer / Project Engineer. Sr. Project Engineer/Project Engineer for this FDOT Joint Project Agreement (JPA) with the City of Madeira Beach, FL. Primary scope of this project included milling and resurfacing of approximately 1.5 miles of 4 through lanes, with center bi-directional turn lane through this beach community. Additional scope items included intersection improvements, new signalization, drilled shaft construction, portable traffic monitoring site, sidewalks, and ADA upgrades. Maintenance of Traffic (MOT) and pedestrian safety were significant concerns throughout the construction process within this urban corridor with multiple business and beach parking areas.

SR 80/SR 29 Bridges, Hendry County, FL – FDOT D1 | Project Manager. Geotechnical construction engineering and inspection (CEI) Project Manager for CEI services for this bridge construction project. Responsibilities included review and approval of contractor's pile installation plan and proposed equipment, supervision of on-site Embedded Data Collector testing, review of driving criteria and production pile length recommendations, and review of foundation installation records for conformance with developed criteria and specifications.

SR 826/SR 836 Interchange Reconstruction, Miami Dade County, FL – FDOT D6 | Project Manager and Senior Engineer. Project Manager and Senior Geotechnical Engineer responsible for construction engineering and inspection (CEI) services related to foundation installation and testing efforts. This $550 million design-build project includes the replacement or new construction of more than 40 bridges and several miles of limited-access highway construction, along with the associated ramps, embankments, mechanically stabilized earth walls, and other miscellaneous structures. Responsibilities also include oversight of the team performing dynamic pile testing, cross-hole sonic logging, embedded data collector testing, and pile integrity testing on foundation elements.

Construction Engineering Inspection (CEI) (Continuing), Pinellas County, FL | Project Manager. This 5 year assignment includes CEI for various capital improvement projects within Pinellas County. As the PM for this continuing services agreement, responsibilities include oversight of CEI teams responsible for the on-site construction inspection of projects including roadway widening, roadway repaving, utility and water main installation, signalization, sidewalk/ADA compliance, and bridge rehabilitations.



5.2 Pre-Construction Phase Services

When selected for this contract, the CPWG Constructors Team will perform a thorough review of the contract documents and coordinate any irregularities directly with the design team and the City, conduct additional site investigations, meet with utility owners and the local businesses, coordinate public information efforts, and generally prepare for construction operations. If survey control needs to be established and control points verified during construction, we will provide horizontal and vertical survey control, along with any needed vertical cross sections.

Our proactive management team's primary focus will be to locate and address potential conflicts upfront for avoidance during the construction process. Our goal is to look at every component to be constructed and determine the level of difficulty for installation.

We will start the problem-solving process before construction commences. Our design team and our construction team work together to ensure the design is buildable and using the best materials possible within the designated budgetary constraints. Each project is unique in many ways and it requires a team with in-depth experience performing an extensive constructability review before the contractor mobilizes to the project site.

After determining any potential utility conflicts, our Project Manager, Mr. Hass will hold coordination meetings with any impacted utilities and the Contractor to find solutions and avoid conflicts during the critical stages of construction. Additionally, our team will hold pre-operation meetings before all critical schedule items.

Our approach to construction preparation will include the following additional preconstruction activities:

- Hold a preconstruction conference, include utility owners and adjacent businesses
- Create a project organizational chart with directories and lines of communication and authority
- Implement a Cost Management System (CMS) complete with quantity tracking ledgers, change order/contingency tracking logs and under/over logs for each project line item
- Prepare a shop-drawing submittal log, plan-revision log, and an RFI log for tracking purposes
- Prepare CPWG Constructors custom Quality Assurance/ Quality Control (QA/QC) plan
- Hold preconstruction utility meetings
- Address submittal of all preconstruction documents
- Video and photograph project area
- Review/process preconstruction submittals
- Meet corridor/area stakeholders
- Review required construction submittals, including permits
- Analyze the Contractor's Preliminary CPM schedule
- Review and approve Traffic Control plans and site-safety plans from the Contractor
- Assist with other stakeholder or public information needs
- Review Contractor's Construction Quality Control (CQC) Plan
- Review Contractor's Haul Route Plan and document preexisting and current conditions

Project Master Schedule

Our team will develop a project master schedule early after the issuance of the NTP. We will use that schedule to manage the project from start to finish. The program master schedule is our primary control for delivering the project on time and under budget. Contractors will be required to develop their individual work schedules and will be completely responsible for maintaining and staying on schedule but we will incorporate the Contractors' schedules into the program master schedule and regularly coordinate schedules with each Contractor. We will recommend to the City effective terms and conditions for each contract that will assist in the implementation of this method of program schedule and budget control.

Our project management team will administer the terms of this contract using the City's Project Manual, Engineering Construction Standards and Procedures, along with all applicable State and Federal permit requirements and construction standards. We will hold weekly progress meetings to discuss progress and prepare upcoming phases of work and project milestones. The Contractor will provide a two-week look ahead at these progress meetings. These two-week lookahead schedules will be utilized to prepare for upcoming work and allow us to discuss utility coordination and schedule pre-operation meetings, which will need to be held before specified milestone operations begin.

Team-wide Quality Assurance Plan Development

A draft of the team-wide program quality assurance plan will be developed immediately upon receipt of Notice to Proceed (NTP) and submitted to all team members prior to the program's kickoff meeting. The kickoff meeting will have an agenda item to review the draft and accept review comments from all participants. The purpose of this agenda item will be to:

- Verify program goals and objectives
- Identify, as best as possible, specific project goals, objectives, and team members
- Define specific quality goals for each project and project team (project team consists of all persons and firms responsible for the successful implementation of a particular project)
- Identify, as best as possible, specific persons, one from each contractual relationship, to act as quality control liaison or officer
- Review quality roles and responsibilities
- Plan of action for moving forward.

Of course, every team member is responsible for quality but we expect each contractual firm to assign a person who is authorized to implement the elements of the completed quality assurance plan. These persons' responsibilities will be defined in the draft quality assurance plan and modified, as necessary, at the kickoff meeting. Each team member's firm will be responsible for developing and implementing their respective individual quality assurance plans and coordinating their plans with the team-wide quality assurance plan. Individual projects will be defined for each phase and segment of the proposed work. After all team member comments are received at the kickoff meeting, the team-wide quality assurance plan will be finalized and submitted to all team members for their use.

One important work effort necessary for the success of the program is a detailed critical path schedule. Though a major contributor to the quality and value of a program, the schedule efforts are broken out separately from the quality assurance and value engineering tasks and presented elsewhere in the approach.

The communication plan will consist of the names of each firm's quality assurance liaison or officer with their contact information. The conditions and circumstances defining which persons will be contacted and when will be spelled out, at least in a general way in the communication plan. For the purposes of this project, if CPWG Constructors is awarded the contract, we will collectively decide with the City Staff the team-wide quality assurance officer.

As the project moves into the construction phase, our team separates values within the overall budget into specific trade packages. We will compare trade, vendor, and self-performed work values against budget amounts and summarize any deltas. The document will capture approved, pending, and forecasted changes, whether internal or owner related. We will update this weekly, providing the management team with current and accurate information to support the planning efforts and a day-to-day approach to accomplishing the work.

The cornerstone of the CPWG Constructors' preconstruction approach is proactive engagement and open communication with the entire project team, including the owner. Throughout the preconstruction stage, we are committed to providing efficient processes with thorough reviews and innovative solutions to complex issues, aggressive yet realistic schedules, and accurate cost estimates to initiate the success of the project.

After preconstruction process, we will continue using the cost monitoring and performing the Trend Estimating process to effectively communicate potential impacts in real-time.

5.2.1 Construction Management/General Contractor

5.2 SERVICES-PRE-CONSTRUCTION PHASE SERVICES

CPWG Constructors provides the following services:

- Pre-Construction Evaluation
- Construction Evaluation
- Value Engineering
- Bidability Reviews
- Constructability Reviews
- Cost Estimating
- Construction Schedule Review
- Project Management
- Contract Administration
- Progress Reporting
- LEED optimization
- MEP coordination
- Risk Management/Mitigation
- Change Order Management
- Shop Drawing Review
- Plan Interpretation
- Project Closeout

CPWG Constructors provides the following services from our Alternative Delivery section:

- Design-Build (DB)
- Public-Private Partnership (PPP or P3)
- Construction Manager at Risk (CMAR)
- Integrated Project Delivery
- Unsolicited bid
- Job Order Contracting
- Virtual Design

5.2.2 Value Engineering.

Value engineering is a separate engineering discipline and a key to the quality and success of this program. In simple terms, it identifies the times in an individual project to have a second set of eyes look at a design to determine if the project objectives are being met at the lowest possible cost – or highest possible value.

Value engineering typically delivers at least 10% in lifetime cost savings, without compromising the quality of outputs or asset functionality.

Although CPWG Constructors began value engineering as a cost-saving measure, it has become a valued project management technique that addresses all aspects of the building life cycle from the initial construction through the sustainability of sourced materials and utility efficiency of the final project.

Our team believes that the time invested in value engineering produces impressive results. Our value engineering team brings a fresh perspective to the project based on their professional construction experience. Applying the techniques of value engineering in the initial planning stages minimizes the impact on the final project schedule and redesign costs. In the end, the project generally has fewer changes and delays throughout the construction process and greater functionality and value for the client.

CPWG Constructors employs two certified general contractors full-time on our staff. They provide bidability reviews at the 60%, 90%, and 100% project deliverables. These reviews provide our engineers with invaluable insight into design changes and material changes that can lower costs. Our general contractors, when combined with our certified plans reviewers and site inspectors, provide superior construction administration. Our team inspects the plans, materials, and construction to ensure that the final project meets the specifications you require.



5.2.3 Guaranteed Maximum Price (GMP) Process

Due to recent impacts to manufacturers based on limited material supplies and a shortage of labor caused by the COVID-19 health crisis, lead times on many current projects have extended up to as many as 26 weeks for specialty line-item procurement. Because of these lengthy lead times and short supply of construction materials, prices within the last 12 months have increased dramatically.

Our team will closely monitor the commodities markets relevant to project construction and to material procurement times for construction. We will compare the procurement times and relevant material cost fluctuations to the Contractor's CPM schedule to ensure project costs stay consistent with the GMP approved and unforeseen delays in material deliveries are addressed and mitigated. We will quickly review and recommend actions required on material shop drawings submitted by the contractor to mitigate manufacturing lead times and help the contractor streamline the construction process in the field, minimizing any potential schedule delays that might occur during procurement.

5.3 MANAGEMENT PLAN-CONSTRUCTION PHASE



Construction Approach

During the project, we will act as an extension of the City's staff and exceed expectations for documentation control, inspection and project management oversight. Our team will conduct thorough site visits and constructability reviews to gain a solid understanding of the project constructability issues before any construction activities begin. We will provide a qualified, knowledgeable, and experienced project management team to the City for the successful completion of this project.

Our proposed Project Manager, Greg Hass, CGC, LEED AP will be responsible for administering project management services. Our team is well prepared to provide all field inspection, materials sampling and testing, and on-site project coordination with the contractor. Our project management staff will effectively coordinate our services with the contractor and keep the City Project Manager updated on critical project-related issues.

CPWG Constructors is presenting a staff experienced in all aspects of project management and construction, who follow a strict daily approach to project management, inspection, and documentation.

In our approach to managing projects at CPWG Constructors, we promote a seamless interaction of Design Phase professionals with our Construction Phase professionals from the start of a project through project closeout. In this approach, the project manager, general contractor, the construction manager, and the construction phase staff will be involved with the design process through constructability reviews, value engineering studies, cost estimating and bid document preparation. Reciprocally, our project manager and the design phase staff will be involved with the construction process by reviewing shop drawings, responding to Contractors' requests for information, analyzing change order requests, monitoring monthly pay requests, and reviewing as-built drawings.

CPWG Constructors Process

1. We will seek out qualified bidders for each sub-trade and specialty, negotiating all construction costs with strict fiscal oversight. We will only work with suitable subcontractors that have demonstrated quality and professionalism, while giving preference to qualified local subcontractors.

2. Working with our design team, as well as the Owner, we shall create a baseline project schedule that sets the order of all major steps in the project.

3. As construction begins, we shall be a constant presence on the construction site and establish temporary office facilities on the property. No subcontractor shall work unsupervised. The construction team will oversee and coordinate all construction activities.

4. The safety of all workers shall be paramount. We shall utilize a company wide safety program that requires each worker arriving to the site to receive an initial safety orientation prior to the start of any work. Weekly safety walks will be performed by the construction team to seek out potential hazards and correct them in advance of any injuries. We shall require all subcontractors to conduct weekly safety briefings with all their workers and provide documentation of such activities. Our construction office will maintain all necessary safety documentation as required by OSHA standards.

5. We shall conduct on-site biweekly subcontractor and owner meetings, reviewing all progress, adjusting construction schedules to meet Owner requirements, and promoting a team approach to success.

5.3 MANAGEMENT PLAN-CONSTRUCTION PHASE

Construction Tasks: Our daily approach to construction will include but not be limited to the following tasks:

- Prepare project coordinator updates and status reports
- Conduct utility coordination meetings and report to Client PM
- Conduct CPWG Constructors Quality Assurance (QA) reviews
- Hold weekly progress meetings
- Conduct regular pre-operation meetings
- Prepare monthly/final estimate documentation, tracking and recommending monthly payments based off line items included in the Guaranteed Maximum Price (GMP)
- Conduct weekly MOT and safety reviews
- Coordinate shop drawing reviews
- Inspect and verify all work
- Interpret plans and specifications
- Photograph noteworthy incidents and events
- Review monthly CPM schedule updates from the contractor
- Provide materials sampling and testing coordination
- Respond to contractor RFIs
- Oversee environmental reviews
- Prepare monthly progress updates
- Track overruns and underruns of quantities on generated tracking logs
- Manage permit compliance and coordination for proposed structures
- Provide claims analysis/support
- Ensure record retention
- Prepare daily work reports (DWR's)
- Assist the city with public Information needs

5.3.1 Cost Management Plan

We understand budgets play an important part in any project, especially in this economic climate. We are very thorough in our cost estimating and we have a strong track record of accurate preliminary budget estimates for our projects. Our preliminary estimates are based on past similar projects and a current market cost analysis.

Internal costs are monitored weekly against the budgeted amount and the spent amount. Adjustments are made early to avoid budget overruns at the end of the project. Estimated project construction costs are also compared against the budgeted costs to ensure the bids received are within the City's budget.

We are confident in our ability to successfully control program costs and feel that this should done during preconstruction process. Critical to project cost control, is implementing and diligently managing our proven process as early as possible. What this means to the City is delivery of a high-quality, high-value project while minimizing the risk for redesign delays, cost overruns, and unforeseen changes.

In our experience, there are five primary factors that influence the success of a project:

1. **Detailed Scope.** Identify all required program elements and the desired program options
2. **Risk Mitigation.** Identify the constraints and develop potential solutions
3. **Schedule.** Optimize the means, methods, resources, and sequencing
4. **Budget.** Price the complete scope, understand the schedule, identify risk impacts, and identify cost options
5. **Owner Feedback/Buy-In.** Make meaningful and timely decisions with clear and open communication

Exemplary performance is demonstrated by our ability to define and manage the project scope while maintaining achievable schedules and working within the bounds of the approved budgets. The CPWG Constructors team maintains rigorous cost control and project accounting systems that are critical to accurately track costs, make projections, and provide real-time financial status of the project at any time. Our cost control begins immediately with award of the work and the establishment of an initial baseline estimates.



We use several important tools to ensure costs are controlled accurately throughout the project. Examples of these tools include:

Baseline Estimate:

Our preliminary budget estimates are very accurate and **we are consistently within 3% of the GMP on our continuing service contracts**. We have developed a proprietary historic cost database. Along with dialogue with professionals in each trade, we use this database and industry knowledge obtained by working similar projects to develop a baseline estimate. The baseline estimate will be established based on the City's conceptual plans and the design development process. After completing a review to identify and adjustments, it becomes the Baseline Estimate of Cost.

Trend Log:

The trend log is the number one financial tool that identifies potential issues on the project. It allows informed decisions to be made, and most importantly, it provides financial transparency, eliminating the "surprise" factor so commonly heard about in our industry. The Trend Estimate Process updates the baseline estimate in real time by identifying scope changes that arise between the milestone document printings. This will enable the City to be aware of the project scope and costs throughout the process. It also allows stakeholders to make timely, informed decisions about scope and cost without delaying the progress of the design or causing redesign.

Design Action Log (DAL):

The DAL captures items that modify the design, such as RFP compliance items, accepted alternate or trend items, or issues identified through constructability reviews. The log will help reduce future cost overages, redesign, and potential schedule delays.

Interim Estimate and Variance Reports:

At each milestone, the design and budgets will be reviewed to develop the variance report which will identify over/under amounts for each scope of work. From this, we can evaluate individual changes and opportunities to mitigate deviations. These reports validate the accuracy of the initial baseline estimate and help control the budget through an ongoing process.

Based on our use of trend log and interim estimates, there are no surprises. We understand that the final project cost is not a starting point to begin the change order process as the design completes.

5.3.2 Change Order Management Plan

Request for Information (RFI)

Requests for Information will be initiated by the contractor for each individual project for any issue that needs a technical solution or may have a contractual consequence (scope, schedule, and/or fee). The Construction Manager will take the lead in educating each contractor about when and how to initiate the RFI.

On a daily basis, our Construction Manager will work with the contractor to identify any and all potential RFIs. RFIs are an important way to document the progress of a project and are beneficial to all parties involved. Upon receipt of an RFI from a contractor, the CM will log it, respond to it if he/she can, or forward to the appropriate party to respond. The CM will use the log to make sure that all RFIs are responded to in a timely fashion.

The CM will determine whether a particular RFI gets elevated and logged as a Potential Change Order (PCO). If so, then it will continue to be treated as an RFI but also tracked as a PCO and possibly added to a Change Order.

The CM will make sure that the responsible party knows when their response is due and will continue to track the progress until after the RFI is resolved. All RFIs will be logged, reviewed at each project progress meeting and have a resolution. No RFI will be left unresolved.



Resolving Project Issues:

Our project inspection staff will be on-site during all construction related activities and will report all activities and unique project issues directly to the CPWG Constructors on-site project manager and Mr. Hass will coordinate and report any unforeseen issues to the City PM. Mr. Hass will maintain daily communication and coordinate with the CMAR Construction Manager (CM) and report any unforeseen issues to the EOR and the City PM. Mr. Hass will continuously engage with the City to ensure all aspects of the project are relayed clearly, mitigating any possible project anomalies before they can become problematic in the field. Our team is familiar with the expectations of this type of project and we have thoroughly reviewed the RFQ to develop an understanding of the scope of work, project details and the work effort required to complete the planned project.

Dispute Resolution:

While our Quality Assurance/Quality Control procedures are very effective at preventing conflicts within our design documents, we recognize the nature of our job leaves room for the occasional human error. There are three types of conflicts that can occur during the design and construction process: omission of required details for construction or permitting, coordination items with engineering consultants and construction related conditions.

If a conflict does arise, our team works diligently to resolve the dispute without impact to costs or schedule. In occasions when cost is impacted, we believe it is important to take ownership of any errors along with financial responsibility. Our team uses these situations as learning opportunities for future projects.

If you have an issue, our management is responsive and will return your call within 24 hours in most circumstances. We are trying to develop long-term partnerships and will work with you to develop a solution that meets your needs.

We believe the customer is always right. We recognize that communication is crucial to project success. We will address both in-scope and out-of-scope requests without hesitation. Our goal is to help you achieve your goals, efficient communication, and accurate timely reporting help everyone succeed. Our team will focus on:

1. Providing clear, concise communication to the City's team in a timely manner.
2. Utilizing a single defined point of contact to streamline the process and speed the completion of your project.
3. Returning City staff phone calls and emails in a timely manner, generally the same day.
4. Providing written bi-weekly status reports of all ongoing continuing tasks in one document will allow all staff to understand the status of each active project.

5.3.3 Procurement Plan

CPWG Constructors fully understands the benefit to the City to use owner direct purchase for some, or most, of the materials procurement for this project. The sales tax savings would be significant. Our firm commits to work with the City to accurately capture the cost savings from owner direct purchase and we assure you, and the city's tax payers, the savings will be applied back to the project in direct proportion.

CPWG Constructors has recently worked with the Calhoun County School Board on projects that included owner direct purchase. The first was the Blountstown High School Gym Hurricane Michael repairs. Our firm worked with School Board Staff to owner direct purchase materials to accomplish the complete demolition and re-build of the gym floor. This included almost $90K for high end maple flooring, sub-flooring and finish materials.

CPWG Constructors also worked with the Calhoun County School Board to owner direct purchase materials to build all of the facilities temporary walkway shelters at Blountstown Elementary School. As a result, the School Board was able to realize a significant savings.

These are just a few recent examples of CPWG Constructors' commitment to work with local government to capture the owner direct purchase savings. We encourage you to call Willie Pitts, Calhoun County School Board Maintenance Director, to verify our ability to effectively administer this process. Mr. Pitts can be reached at 850-643-6477 (cell).

5.3.4 Schedule Management Plan

The contractor's CPM schedule will be reviewed monthly and discussed at every progress meeting. We have license agreements for both Primavera (P6) Scheduling Software and Microsoft Project to review and analyze the Contractor's baseline and updated schedule submittals. All comments are discussed with the Contractor followed by their concurrence on each issue. We verify the start/finish dates and durations for all activities while focusing on the critical path items. Schedule updates are verified through follow-up conversations, on-site field verification, and progress meeting minutes.

In addition, we have developed custom tracking logs that are also reviewed at every progress meeting. We have successfully used these logs on previous projects. These logs document RFIs, change orders, submittals, plan revisions, quantities, budget, and deficient items. By utilizing these logs, we will verify that the contractor is up-to-date on all current, pending, and past items. The tracking logs will show the date the item was first mentioned, who has the action on the item, how the item is being resolved and the date of each step to resolution.

5.3.5 Subcontractor Management Plan

The program master schedule developed in the pre-construction phase will be used to coordinate all contracts for work. The construction manager will be responsible for communicating all coordination needs and will solicit, per contract, individual contractor schedules at the beginning of each contract. Any conflicts will be identified and worked out with the conflicting parties.

Most coordination with subcontractors will occur at individual project status meetings, but special coordination meetings may be scheduled as needed. Party responsibilities, timing, and any other issues will be documented and forwarded to all parties as soon as possible to make sure there is clear communication. The results of these coordination meetings will be summarized to present at the program progress meetings.

5.3.6 Closeout Management Plan

As part of our project closeout process, our team with meet to discuss any potential problems may be faced during the closeout process. Was there a specific issue that caused a delay or a cost overrun? Are we missing any documents from our subcontractors? We try to put ourselves in our client's shoes to determine what questions may be asked or reasons to delay the project closing. Finding solutions early in the process helps the closeout process run smoothly.

Any required documents will be delivered in the format requested. We have the capability to transfer files electronically or produce hard copies.

Construction Phase Deliverables

The following are examples of documents that may be required at project closeout.

- Agendas and Meeting Recaps for all construction meetings
- Construction Management Logs (regularly updated)
  - Correspondence
  - Requests for Information (RFIs)
  - Potential Change Orders (PCOs)
  - Change Orders (COS)
  - Technical Submittals (Shop Drawings and Requests for Change)
- Engineer's Responses to RFIs and Technical Submittals
- Site Visit Reports
- Record Drawings
- Certificate of Substantial Completion
- Completed Punchlist
- Design Team Approvals
- Inspection Certificates
- Certificate of Occupancy
- Lien Waivers
- Final Pay Applications

5.3.7 Quality Assurance Plan

CPWG Constructors on-site Project Superintendent, Randall Ford, will provide construction QA/QC. He will be joined by experienced senior and junior inspectors that have worked together for years. Our FDOT and CMEC certified lab can provide materials testing to ensure that materials meet specifications. We firmly believe that no task is too small for QA/QC.

Our construction QA/QC process includes:

- Peer Review System Appropriate to the Task
- Color Coded Markups, Revisions, and Responses
- Records Maintained and Available for Inspection
- Constructability Reviews by In-House Contractors
- Value Engineering



Quality Assurance Checkpoints During Construction:

After an individual project has been successfully awarded, that project will be added to the agenda for the regular program progress meeting (see below). Among the things on the progress meeting's agenda will be the following quality assurance tasks:

- Review outstanding items on the quality assurance log,
- Review comments from the executive walk trough's,
- Review any technical issues identified during the last work period,
- Review any citizen requests or comments, and
- Accept any input related to quality from any team member.

The team-wide quality assurance officer will chair that agenda item and develop a list of action items based on the results for each individual project. All information will be maintained in the quality assurance log. The team-wide quality assurance officer will also meet regularly with the designated construction manager to review all pertinent construction administration logs and files and report back to the team executives on the status of the construction management tasks.

Regular Program Progress Meeting

Soon after the NTP is issued, CPWG Constructors will begin to host a regularly scheduled program progress meeting which will include all team members. It is anticipated that this meeting will be at least monthly and likely bi-weekly as determined by the work effort and the construction manager. One of the agenda items on the program progress meeting will be "Quality Assurance" which will be chaired by the team-wide quality assurance officer. Discussion items will include:

- Review of quality assurance log,
- Review of quality assurance tasks,
- Review of citizen requests or comments, and
- Review of action items.

5.4 SAFETY AND SITE LOGISTICS



Safety Management:

At CPWG Constructors we take our core values seriously. One of most frequently referred to core value is “family as a source of strength”. This value permeates our work and as a result our focus on job site safety so that each our employees can get home safely at the end of a hard days work.

We practice daily work summary and safety discussions each morning, our designs focus on safety not just for the end users but also during the construction processes. These morning tailgate sessions focus on the planned work activities of each crew/specialty trade on site that day. We review the specific activities and product deliveries planned, along with the risks and any concerns related thereto. In addition, we address issues from prior day in the event that a concern was noted by our on site team or a City representative.

Public safety is a top priority on any project. Nidy Sports and CPWG Constructors acknowledge that the proposed site is active and would remain open while construction is taking place. Our team will meet with owners to review their current and upcoming programing (lessons, events, etc) and work diligently to minimize any scheduling impacts.

We will also meet with owners to determine suitable access to proposed court location. We will select access that would have the least amount of impact on the current facility. During construction, we will reroute any pedestrian traffic safely around the construction site using temporary Longitudinal Channeling Devices (LCDs).

All overhead hazards will be identified and clearly marking prior to the start of construction. A primary contact in case of emergency will be posted on the job site along with a site map indicating locations of water, electric, storage and contractor parking.

Daily clean up of work area, designated storage/ lay down area and a properly marked construction site will enhance job site safety. Existing finished areas (sidewalks, pavers, asphalt) will be covered with decking to minimize damaged caused by current construction project.

Site Logistics Plan:

Our staff will be led by Mr. Hass, with major project alignment and major project milestones managed, as needed, by our Project Executive, Mr. Hart. Mr. Ford, the Project Superintendent, will supervise the contruction of the Tennis courts. Mr. Hass will have constant oversight of all construction field activities as well as manage all contractor submittals, track project pay quantities through our Cost Management System (CMS) and quantity tracking logs/field-ledgers, verify monthly pay requests to ensure accuracy, process and review RFIs, assist the City with direct-purchases of materials, and manage change orders. He will also administer weekly progress meetings and manage all pre-operation meetings.

Our inspection staff will be on-site daily throughout the duration of the project to inspect and document the work progress and quality control. They will ensure that all work is performed in a quality manner and in conformance with the required policies, procedures and contract documents. Our staff will document the project’s progress as well as verify and record quantities in the appropriate site source records, field ledgers and quantity and material tracking logs. These field ledgers and tracking logs will be utilized by the PM to determine accuracy on each monthly payment request from the Contractor. They will also review MOT and erosion control, inspect the daily work activities and observe, coordinate and document utility activities with any effected utility providers.

5.4 SAFETY AND SITE LOGISTICS

Our staff will track the project's progress in the field daily by entering the construction schedule activity ID from the CPM Schedule into their Daily Work Reports (DWRs) as part of the description of each work operation. We will also track the dates an activity was pursued by the contractor on a Master Schedule generated by our PM, as well as any project time delays caused by unforeseen rain events in excess of 0.5". This practice allows both our PM and the City PM to quickly determine the overall progress of the project and review the required monthly schedule updates.

CPWG Constructors is presenting a staff experienced in all aspects of project management and construction, who follow a strict daily approach to project management, inspection, and documentation. Our daily approach to construction will include but not be limited to the following tasks:

- Prepare project coordinator updates and status reports
- Conduct utility coordination meetings and report to the City PM
- Conduct CPWG Constructors Quality Assurance (QA) reviews
- Hold weekly/bi-weekly progress meetings
- Conduct regular pre-operation meetings
- Prepare monthly/final estimate documentation, tracking and recommending monthly payments based off line items included in the Guaranteed Maximum Price (GMP)
- Conduct weekly MOT and safety reviews
- Coordinate shop drawing reviews
- Inspect and verify all work
- Interpret plans and specifications
- Photograph noteworthy incidents and events
- Review monthly CPM schedule updates from the contractor
- Provide materials sampling and testing coordination
- Respond to contractor RFIs
- Oversee environmental reviews
- Prepare monthly progress updates
- Track overruns and underruns of quantities on generated tracking logs
- Manage permit compliance and coordination for proposed structures
- Provide claims analysis/support
- Ensure record retention
- Prepare daily work reports (DWR's)
- Assist the city with public Information needs



5.5 STATEMENT OF WHY YOUR FIRM SHOULD BE SELECTED

Combining CPWG Constructors' construction management experience and Nidy Sports Tennis Court design and construction skills creates a winning combination.

The CPWG Constructors' team is built around skilled construction management experts that have decades of experience in all phases of construction and construction administration, and our team has an office conveniently located in Tampa, Florida.

CPWG Constructors offers a full-service approach to our client's needs. As a subsidiary company of Madrid CPWG, we have access to an engineering team to resolve any civil, structural or landscape architectural design issues using our in-house staff. We also have an excellent working relationship with the Madrid CPWG engineers and other designers.

CPWG Constructors' General Contractors use their understanding of the construction process to manage the team. Our general contractors provide us the ability to do both commercial and residential projects. We take a proactive approach where scheduling and constructability issues are addressed during the design phase, which saves money through better design choices.

Our team is experienced in all phases of construction. This allows CPWG constructors to be a better choice for quality construction From the design phase, through the build phase, and to project completion, we have the ability to provide our clients with the assurance that their project will be completed with the quality they expect, in a timely manner, and within the budget.



Nidy Sports Construction is recognized as an industry leader in sports facility construction. From tennis courts, running tracks, and football fields to shuffleboard courts and pickleball courts – Nidy Sports Construction has served generations of sports enthusiasts as their trusted partner in the construction of professional quality athletic facilities, no matter the type, size or scope of the project.

Nidy utilizes world-class materials from Plexipave, Plexitrac, & Decoturf (the sports surfaces of choice for high school, collegiate & professional level athletic facilities) and the most advanced laser equipment available to ensure all Nidy-built running tracks, football fields, shuffleboard courts meet or exceed client expectations.

Nidy's tennis court services are tailored to your specific needs. They offer everything from resurfacing to full construction of tennis courts. With certified ASBA (American Sports Builders Association) builders on staff, their team knows quality and is eager to aid in all of your tennis court needs.

Nidy Sports Tennis Court Services

- Tennis Court Construction
- Hard Court Construction
- Cushion Court Construction
- Design Build
- Milling
- Pickleball Court Construction
- Laser Grading
- Asphalt Paving
- Court Striping

Below are just a few recent customers Nidy Sports Construction has had the pleasure of working with while completing high-quality tennis courts.

- Maitland Community Park
- Flutie Athletic Complex
- Sunshine Key RV Resort
- Villages of Vilano
- Ponte Vedra Golf & CC
- Riviera Golf Estates
- Cala Hills Country Club
- Holiday Park
- Imperial Bonita Estates
- Montpelier Village Club
- Windsor Place
- Spanish Trails West
- Harbor Lakes
- Kingswood Manor
- Traditions Clubhouse
- River Park Apartments
- Toby's RV Resort
- Nova Community Park
- Ruby Lake Clubhouse
- Camelot Lakes
- Golf Brook Apartments
- Broward & SW Recreation Center

These factors make CPWG Constructors and Nidy Sports team the first choice to successfully complete your project.

5.6 APPROACH TO PROJECTS AND ABILITY TO FURNISH REQUIRED SERVICES



5.6.1 Services Provided by Company

#	Service	Company
2.1	Partnering with the Client	CPWG Constructors
2.1	Architectural	CPWG Constructors
2.1	Mechanical	CPWG Constructors
2.1	Electrical	CPWG Constructors
2.1	Landscaping	CPWG Constructors
2.1	Lighting	CPWG Constructors
2.1	Structural Engineering	CPWG Constructors
2.1	Geotechnical	CPWG Constructors
2.1	Surveying	CPWG Constructors
2.2	Site Design	CPWG Constructors
2.2	Court Design	Nidy Sports Construction
2.2	Court Design	CPWG Constructors
2.2	Value Engineering	CPWG Constructors
2.2	Constuctability	CPWG Constructors
2.3	Permittng	CPWG Constructors
2.4	General Contractor	CPWG Constructors
2.4	Conflict Resolution	CPWG Constructors
2.4	Project Completed to Plans	CPWG Constructors
2.5	Project Management	CPWG Constructors
2.5	Project Supervision	CPWG Constructors
2.6	Temporary Facilities	CPWG Constructors
2.6	Barricades	CPWG Constructors
2.6	Court Construction	Nidy Sports Construction
2.6	Quality Control Inspections	CPWG Constructors
2.6	Testing	CPWG Constructors
2.6	Geotechnical Services	CPWG Constructors
2.6	Soil Inspections	CPWG Constructors
2.6	Safety	CPWG Constructors
2.6	Traffic Control	CPWG Constructors
2.6	Program Mgmt (PMIS)	CPWG Constructors
2.6	Reporting	CPWG Constructors
2.6	Warranty	CPWG Constructors

5.6.2 Specific Abilities of the Firm

CPWG Constructors and Nidy Sports Construction have the personnel and expertise to complete all the assigned services listed in the table in section 5.6.1.

CPWG Constructors, a subsidiary of Madrid CPWG, is built around a team of skilled construction management experts that are experienced in all phases of construction and construction administration. Our general contractors provide us an ability to do both commercial and residential projects. From the design phase, through the build phase, and to project completion, we have the ability to provide our clients with the assurance that their project will be completed with the quality they expect, in a timely manner, and within budget.

As a subsidiary of Madrid CPWG, we have access to an engineering team to resolve any civil, structural or landscape architectural design issues using our in-house staff. We also have an excellent working relationship with the Madrid CPWG engineers and other designers.

Nidy Sports Construction provides tennis court services tailored to your specific needs. Nidy is one of the few companies in the nation whose staff has an ASBA (American Sports Builder Association) Certified Track, Tennis and Field Builder, ensuring that all work done by Nidy is of the highest quality possible.

Nidy Sports Construction has start-to-finish experience in the construction of every type of athletic court, field, track or play area imaginable – from tennis and shuffleboard courts to football fields for hundreds of satisfied clients. Nidy uses the most advanced laser equipment and the highest quality sports surfaces on the market to exceed client expectations.

5.6 APPROACH TO PROJECTS AND ABILITY TO FURNISH REQUIRED SERVICES

Approach to Project. During the project, our team will act as an extension of the City's staff and exceed expectations for documentation control, inspection and project management oversight. Our team will conduct thorough site visits and constructability reviews to gain a solid understanding of the project constructability issues before any construction activities begin. We will provide a qualified, knowledgeable and experienced project management team to the City for the successful completion of this project.

Our proposed Project Manager, Greg Hass, CGC, LEED AP will be responsible for administering project management services. Our team is well prepared to provide all field inspection, materials sampling and testing, and on-site project coordination with the contractor. Our project management staff will effectively coordinate our services with the contractor and keep the City PM updated on critical project-related issues.

The first step of any project is to accurately define the scope of the project and determine what expectations the client has for the project. We will meet with the City staff operations and facilities staff to define their expectations and create a communications plan. We understand that their related experience will lead us in the proper direction for success. The complete definition of an all-inclusive scope of services, will ensure expedited delivery of the final product to minimize downstream supervision and expedite review time, as well as fast-track the final bid documentation.

We will streamline our deliverables by utilizing the following methods:

1. Working with operations staff to ensure our plan will meet the unique needs for each phase of the project.
2. Project management staff will examine the scope, design integrity, schedule, and projected costs to identify potential issues early in the process.
3. Begin the permitting process as soon as possible to avoid possible delays. Conduct early reviews with the building department to guarantee expedited permitting.
4. Procurement staff will eliminate any conflicts and confirm equipment selections that meet the needs of the City, while confirming bid integrity.

Our team has substantial site evaluation experience. We fully understand the desire to provide aesthetically pleasant facilities design to minimize the negative impact of construction. We perform on-site inspections and systems evaluations to ensure our clients requirements are being met. Our team will evaluate and resolve site issues, and determine the most-cost effective method to eliminate problems, both existing and anticipated.

Our company has in-house survey and geotechnical teams that can engage quickly and provide the data required to greatly expedite the generation of site plans.

The combined team of engineers, designers, and builders work together to review plans to ensure buildability, ultimately lending to completion potentially ahead of the anticipated schedule. Our tennis court design subconsultant team member, Nidy Sports Construction, will interface with the CPWG Constructors team, to coordinate site issues, develop site plans generation, and equipment selections based on existing conditions, facility requirements, and City staff recommendations. This will allow us to provide the best scenario outcome. Our unique relationship provides a highly skilled and dedicated team, focused on seamless project completion.

Please see the following sections for more detailed information on specific phases of the project approach.

- **Pre-Construction Approach - Page 6**
- **Construction Approach - Page 10**

Nidy Sports Construction tennis court projects

- Maitland Community Park
- Flutie Athletic Complex
- Sunshine Key RV Resort
- Villages of Vilano
- Ponte Vedra Golf & CC
- Riviera Golf Estates
- Cala Hills Country Club
- Holiday Park
- Imperial Bonita Estates
- Montpelier Village Club
- Windsor Place
- Spanish Trails West
- Harbor Lakes
- Kingswood Manor
- Traditions Clubhouse
- River Park Apartments
- Toby's RV Resort
- Nova Community Park
- Ruby Lake Clubhouse
- Camelot Lakes
- Golf Brook Apartments
- Broward & SW Recreation Center

Similar Size Sample CPWG Constructors projects

- Groveland – Lake David Park
- Madeira Beach - Archibald Beach Park
- St. Pete Beach - Warren Webster Community Center Renovation
- St. Pete Beach - City-wide Restroom Renovations
- Indian Rocks Beach - Electrical Undergrounding
- Madeira Beach - Median Renovation and Landscaping
- Calhoun County - Airport Terminal Renovation
- Calhoun County - Courthouse Renovation
- Walden Lake HOA - Pool Structure and Deck Renovation
- Seahorse Park - Clubhouse Renovation
- Gray Bar - 32,000 SF Warehouse and Office Renovation

5.6.3 Innovative Approaches

Certified Builders. Nidy Sports Construction and is one of the few companies in the country with an ASBA (American Sports Builder Association) builder on staff for track, court and athletic field construction. Certified builders provide the experience and professional skills required to develop the high quality tennis courts and ancillary facilities the City requires.

Deco Turf Surface. A Deco Turf surface is one of the best solutions for your tennis court surface needs. It offers a long term solution with minimal upkeep. DecoTurf is a multi-layered, resilient cushioning system that has earned the reputation of being one of the highest quality tennis court surfaces for both residential and professional courts.

Communication. CPWG Constructors works with a wide range of clients, designers, and subconsultants. Our team is capable of working with a wide range of communication and design software to ensure seamless communication between designers and builders. We have the ability to deliver the required documents to the City in a format that will integrate into the City's databases0

Alternative Funding. At the beginning of each project, we conduct a team meeting to brainstorm solutions regarding funding with an emphasis on aligning the project with City and other agency goals. The team will make a conscious effort to actively look for solutions to projects which facilitate the use of alternative funding mechanisms.

Our Team is familiar with grant applications and has over 15 years of experience in preparing, submitting, acquiring, and managing grants from the State of Florida as well as from the Federal Government such as FEMA Grants thru the State's Division of Emergency Management and the Hillsborough County's Local Mitigation Group, NRCS Grants thru their Emergency Watershed Protection Program, FDEP's Water Quality Restoration Grants and 319 Grant, and Southwest Florida Water Management District Cooperative Funding Initiative.

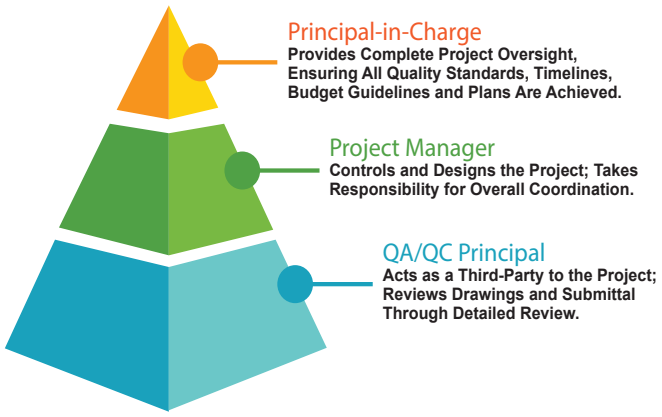
5.6.4 Quality Assurance/Quality Control Program

Design Quality Control

QA/QC is an integral aspect of technical control that is built into the work process. We implement a rigorous QC plan that includes training key project personnel to ensure their work is the highest level of technical quality, thoroughness, and accuracy. We believe this is critical to providing our clients with the highest quality work product.

We have found that by instilling this process in every project, our team is able to produce accurate and detailed drawings for permit, meaning less back-and-forth with departments for approvals and a quicker turn around for construction kick-off. It also allows for us to remain on schedule, even during accelerated schedule projects.

Regular meetings are held with our consultants to discuss the status of the project. Timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance.



The Quality Manager will provide an outside independent quality review of all submittals for completeness and accuracy. The review is to verify that the stand-alone plans contain all of the required information. We use plan and document submittal checklists and sufficiency checklists to assist the process. Our goal is to ensure that all items have been checked, back-checked, rechecked, and reviewed.

Next, the project team will conduct a team field review. The Engineer of Record (EOR), Project Designer, and Independent Professional Engineer will walk the project to further clarify the project scope of services. This review will focus on ADA compliance, safety, variations, exceptions, and design factors. After the initial field review, design plan development will begin. CPWG Constructors and Madrid CPWG checklists will be utilized at each phase of design plan development to ensure that items required are shown on the plans.

- The EOR (Originator) will deliver a completed set of plans to the Independent Professional Engineer (IPE), who will check the plans. Multiple IPE/Checkers may be reviewing specific aspects of the plans.
- The IPE (Checker) will review the plans. Everything approved will be highlighted in yellow. A comment in red ink may be placed on the plans if there is a question.
- The EOR will review the plans for concurrency with the comments. A blue check mark or a note will be placed by the red comment.
- The Project Designer will make the changes approved with a blue ink check mark and highlight with orange.
- The project EOR will verify that changes have been made and comments have been addressed. A green highlighter mark will indicate that changes have been made.
- Once all comments have been addressed, the final draft plans will be prepared to be submitted for review. All reviewed plan sets and comments will be maintained as part of the project file.

Construction Quality Control

CPWG Constructors on-site Project Superintendent, Thomas Clark will provide construction QA/QC. He will be joined by experienced senior and junior inspectors that have worked together for years. Our FDOT and CMEC certified lab will provide materials testing to ensure that materials meet specifications. We firmly believe that no task is too small for QA/QC. Our construction QA/QC process includes:

- Peer Review System Appropriate to the Task
- Color Coded Markups, Revisions, and Responses
- Records Maintained and Available for Inspection
- Constructability Reviews by In-House Contractors
- Value Engineering



Proposed Project Schedule

Design Phase approximately 6 weeks

TIMELINE	ACTION ITEM
1 week	Meet with the City staff to verify scope and discuss City's vision of the project. Field review of the sie and document review of related files.
2 weeks	30% initial plan design Review by City Staff and construction team.
1 week	60% plan design. Changes incorporated. Review by City Staff and construction team.
1 week	900% plan design. Changes incorporated. Review by City Staff and construction team.
1 week	60% plan design. Changes incorporated. Accepted by City Staff. Submitted to contruction team.
As required	Post Design contruction services

Construction Phase approximately 60 days

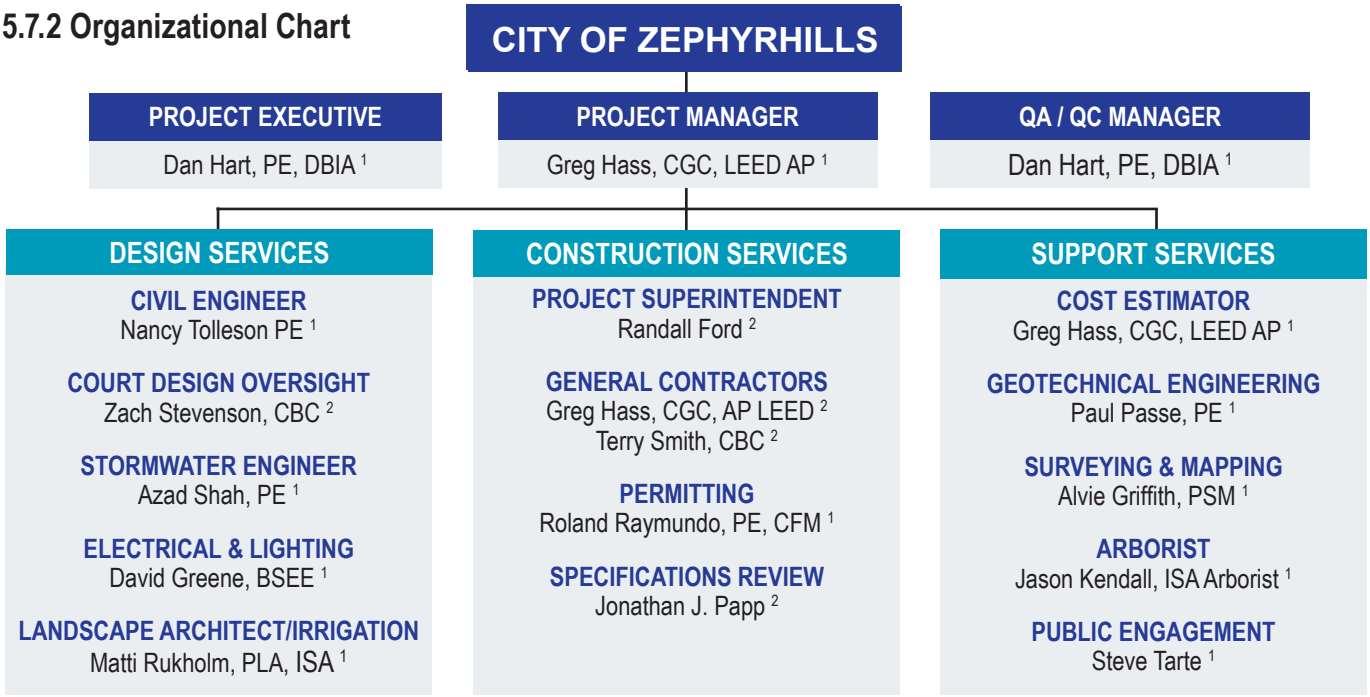
TIMELINE	ACTION ITEM
1 work day	Project Construction begins. Focus is on Project Layout and deployment of safety measures
5 work days	Subgrade Preparation
7 work days	Court base preparation and laser grading
1 work day	Pave the tennis courts
30 days	Tennis court cure time. Fencing, net posts and lighting will be installed during this time.
1 work day	Apply markings and acrylic coatings. Install nets and other sports equipment.

5.7 ABILITY OF PROFESSIONAL PERSONNEL

5.7.1 Key Personnel Resumes

See following pages for Key Personnel resumes.

5.7.2 Organizational Chart



1=CPWG Constructors 2=Nidy Sports Construction

Project Team Roles and Experience

Position	Name	Company	Experience	Speciality
Project Manager	Greg Hass, CGC, LEED AP	CPWG Constructors	36 Years	Design-Build, Project Management
Project Executive	Dan Hart, PE, DBIA	CPWG Constructors	26 Years	Design-Build, Project Management
Project Superintendent	Randall Ford	Nidy Sports	14 Years	On-site Project Supervision
QA / QC Manager	Dan Hart, PE, DBIA	CPWG Constructors	26 Years	Quality Control Review & Inspection
Cost Estimator	Greg Hass, CGC, LEED AP	CPWG Constructors	32 Years	Financial Analysis & Value Engineering
Civil Engineer	Nancy Tolleson PE	CPWG Constructors	9 Years	Site Development, Utility Design
Court Design	Zach Steveneson, CBC	Nidy Sports	17 Years	Plan Buildability, Project Operations
Specification Review	Jonathon Papp, CBC, CCC	Nidy Sports	7 Years	Plan review, Contracts
Surveying & Mapping	Alvie Griffith, PSM	CPWG Constructors	25 Years	Survey, Survey Software Integration
Geotechnical Engineer	Paul Passe, PE	CPWG Constructors	39 Years	Geotechnical Engineering, Materials
Stormwater Engineer	Azad Shah, PE	CPWG Constructors	47 Years	Stormwater Flood Control, Drainage
Electrical & LIghting	David Greene, BSEE	CPWG Constructors	21 Years	Lighting Studies & Design, Electrical
Landscape Architect	Matti Rukholm, PLA, ISA	CPWG Constructors	20 Years	Landscape Design & Maintenance Plans
Irrigation	Matti Rukholm, PLA, ISA	CPWG Constructors	20 Years	Irrigation Design & Maintenance Plans
Arborist	Jason Kendall, ISA Arborist	CPWG Constructors	14 Years	Tree evaluation, Project Manager
General Contractor	Greg Hass, CGC, LEED AP	CPWG Constructors	32 Years	General Contracting & Administration
General Contractor	Terry Smith, CBC	CPWG Constructors	40 Years	Site Utilities, Construction Inspections
Permitting	Roland Raymundo, PE, CFM	CPWG Constructors	33 Years	Permits & Environmental Requirements
Court Construction	Randall Ford	Nidy Sports	14 Years	On-site Project Supervision
Public Engagement	Steve Tarte	CPWG Constructors	29 Years	Public Meetings and Interaction

Nancy Tolleson, PE

Civil Engineer

Nancy Tolleson has 9 years of experience in civil and structural engineering, project management, and engineering management. She has a wide variety of experience in airfield and roadway pavement design, site development, utility design, stormwater management, environmental considerations, and steel structure design.



Years of Experience

- 9 Years

Education

- MS Civil Engineering, University of North Carolina
- BS Civil Engineering, University of North Carolina

Professional Registration

- Professional Engineer, Florida # 84992
- Professional Engineer, Tennessee # 118069
- Professional Engineer, Mississippi # 29109
- Professional Engineer, Alabama # 37599
- Professional Engineer, South Carolina # 35560
- Professional Engineer, North Carolina # 046646
- Professional Engineer, Virginia # 0402059335
- Professional Engineer, Kentucky # 33728

Project Experience

Construct Alert Ramp Pavement and Lighting, MacDill AFB | Civil Engineer and Project Manager. Responsible for the design of approximately 100,000 sq ft of airfield shoulder pavement, water quality treatment, and erosion/sediment controls. Coordinated with electrical engineer for design of stadium light poles to support airfield lighting requirements. Responsibilities included preparing design drawings and permitting.

Repair Golf Course Ave Culvert, MacDill AFB, FL | Civil Engineer and Project Manager. Responsible for the design of roadway repair, concrete culvert repair, headwall repair, and new wingwalls in wetland area. Included maintenance of traffic plans, erosion/sediment control management, manatee protection requirements, and permits for construction in wetlands.

Convert Hangar 5 to Fuel Cell Maintenance Hangar, MacDill AFB, FL | Civil Engineer. Responsible for the design/build solicitation package for the renovation of an Aircraft Hangar to a Fuel Cell Maintenance Hangar including a new pump house for fire suppression. Developed site plans for a new pump house and water storage tanks. Revised parking layouts to meet UFC requirements. Designed new water, sanitary, and fire suppression utilities to support other disciplines. Reviewed and provided technical feedback on the design/build team submissions.

Repair Taxiway Kilo and Lima, MacDill AFB | Civil Engineer and Project Manager. The project included differential mill and overlay of existing airfield taxiway pavement. Partial depth reconstruction and fabric interlayer was required in portions of the taxiways. Responsibilities included preparation of a design/build solicitation package, technical review of Contractor's design/build drawings and submittals, coordination of schedule, and phasing requirements.

Construct Allied Support Facility, MacDill AFB | Civil Engineer and Project Manager. The project included site development for a new temporary facility and parking lot, including relocation of an existing section of a maintenance yard. Designed new water and sanitary utilities to support the new facility and stormwater management design for the existing maintenance yard and new facility. Responsibilities included creating design/construction drawings, permitting, technical support for solicitation, and project management on an expedited schedule.

Zach Stevenson – General Manager

Education: Ohio State University BSBA Finance 2005

Qualifications: OSHA 10
Commercial General Contractor CBC 1261000

Organizations Member of Vistage Key Group 2120
Builder Member of ASBA (American Sports Builders Association)

Work Experience

Nidy Sports Construction (2014 – present)
General Manager, Officer (Secretary)
Skills and Responsibilities

- Leadership of a specialized sports construction company
- Hiring and development of team
- Estimating and selling of large projects
- Project Management of large projects
- Coordination, planning and scheduling of entire operations team
- Internal Financial reporting
- Management of day to day operations and sales

Ryan Homes (NVR, Inc) (2005-2014)
Residential Project Manager (2009-2014)

- Constructed over 200 Homes in 6 different subdivisions
- Construction Volume Award Winner 2010, 2011
- Promoted to Construction Cost Manager in 2012
  - Established fixed and variable costs for entire division
  - Worked with sales managers on pricing and incentives, production managers on building strategy, and division manager on all facets of the business related to costs
  - Trained project managers on the importance of understanding costs

Residential Project Manager (2005-2007)

- Constructed over 150 homes in 7 different subdivisions

Variety Contractors (2007-2009)
Commercial General Contractor

- Project Management and Estimator of government and private jobs
- Experience with JOC Contracting
- Promoted to Controller in 2008

David Greene

Electrical Engineer

Mr. Greene has more than 20 years' experience in the Building, Construction, and Engineering field. Primary as an electrical engineer, Mr. Greene has direct design and project management experience and Utilities Management for Coastal Communities of Florida for overall system operations (potable and wastewater systems - including water mains, gravity systems, lift station and force mains, plant operation and design). Having served as Utility Division Manager, and Project Manager for Municipal Public Works, and lead Electrical and Controls engineer for Plant design and expansion, his direct experience and personal knowledge provide unique and very direct set of skills in assessing, developing improvement projects, and operations scope.



Years of Experience

- 21 Years

Education

- B.S.E.E., UNC Charlotte

Additional Certifications

- Florida E.I. #1100001129
- Institute of Electrical and Electronics Engineers
- Building Plans Examiner, AASFMP

Project Experience

Lighting Study, Lee County MPO, Ft Myers, FL | Electrical Engineer. Mr, Greene was the Madrid CPWG electrical engineer working the Lee County Metropolitan Planning Organization (MPO) to perform an existing street lighting conditions assessment of the main traffic corridor (Estero Boulevard) in Fort Myers Beach, Florida. The study evaluated lighting conditions along Estero Blvd from Estrellita Dr. to Old San Carlos Blvd, a corridor of just over 6 miles. The focus was to develop strategic planning to enhance the pedestrian safety on this corridor. The corridor assessment included collection of photometric data from approximately 143 light fixtures. The team developed a plan for increased pedestrian visibility through better illumination and glare reduction. Madrid CPWG also assisted in reducing the impact from existing street lighting on the beaches during turtle nesting season through the development of a turtle friendly lighting plan to be compliant with State standards, and removal of artificial light sources that negatively affect sea turtles.

Dillard Street Complete Streets Design, FDOT District 5 LAP Project, Winter Garden, FL | Electrical Engineer. Mr. Greene is the CPWG electrical engineer on the CPWG team that is working with the City to completely renovate South Dillard Street from Smith Street to Plant Street (approximately 1 mile) using Complete Streets guidelines. Traffic lanes will be reduced from five to three, the centerline will be paved in brick, parking will be increased, bicycle lanes added, and an entrance gateway built at State Road 50. Overhead utilities will be placed underground. Existing lighting and poles will be upgraded to provide a safe and pleasant area to shop and dine at night. The entire area will also be landscaped.

Lighting System Analysis and Design Plus Overhead to Underground Utility Conversion Pass-a-Grille Way Phases II St Pete Beach, FL. | Electrical Engineer. Mr. Greene was the Electrical Engineer the designed improvements for along Pass-a-Grille Way between Cabrillo Avenue and 19th Avenue (approximately 4,800 linear feet). His portion of the project focused on the undergrounding of overhead utilities on east and west of FDOT corridor along Pass-a-Grille Way. His design included improved LED lighting and new poles along the route. He coordinated with Duke Energy, Charter, and Frontier Communications to address the concerns of the City. Simultaneous roadway reconstruction included updated bicycle lanes, improved pedestrian safety infrastructure, and resurfaced the roadway. The plans detailed roadway elements such as roadway and pavement design, extensive drainage elements, curbing, sidewalks, driveways, and trees.

Overhead to Underground Utility Conversion, City of Indian Rocks Beach, FL | Electrical Engineer. Mr. Greene serves as Electrical Engineer for the undergrounding of overhead utilities from Whitehurst Avenue to 6th Avenue in IRB. Overseeing complete DOT Permit drawings and bid documentation for project. Permit drawings include coordination with Duke Energy, Charter Communications, and Frontier Communications, for comprehensive undergrounding of all overhead utilities along DOT corridor. He reviewed and performed cost analysis for financial feasibility.

Matti Rukholm, RLA

Landscape Architect

Mr. Rukholm is a Florida Registered Landscape Architect and International Society of Arboriculture Certified Arborist. He has over 20 years of experience working in both the private and public sectors. His previous supervisory roles include Supervisor of Park Design and Development and Coordinator of Park Services for a city of 100,000 residents. Mr. Rukholm has been involved in all steps of the landscape design process from public consultations and initial concept plans to working drawings, specifications, bidding documents, and landscape maintenance requirements.



Years of Experience

- 20 Years

Education

- Landscape Architecture, Ryerson Polytechnic University
- E.A., Earth Sciences, Laurentian University

Professional Registration

- Professional Landscape Architect, Florida # 6667261

Additional Certifications

- Certified Arborist, International Society of Arboriculture
- Crime Prevention Through EnvironmentalDesign (CPTED)

Project Experience

Dr. Phillips Additional Ball Fields and Parking, Orange County, FL | Landscape Architect. Mr. Rukholm, Landscape Architect, and CPWG Engineers assisted Orange County in developing Dr. Phillips Ball Fields. Our Landscape Architects designed **three lighted ballfields (2 little league and 1 senior field)** on approximately 9.2 acres of park land. located north and south of the park. In addition to the fields, the design included concrete sidewalks, landscaping treeplantings, fencing, parking spaces, irrigation, and drainage.

Barber Park Playground, Splash Pad, and Parking, Orange County, FL | Project Manager and Landscape Architect. Mr. Rukholm was the Project Manager and Landscape Architect of the CPWG team assisting Orange County to improve Barber Park by providing design assistance and site permitting for a new playground, splash pad and 40 additional parking spaces. Features incorporated in the Splash Pad include the pump equipment with filtration system, a Chlorine and pH adjustment system, a reservoir tank, an enclosure to protect the splash pad controls, and variety of jets, loops and bubblers designed for a wide range of children. Playground equipment for ages 2-5 and 5-12 and shade structures to limit sun exposure were incorporated into the design.

Upham Beach Street and Parking Design, St. Pete Beach, FL | Landscape Architect. CPWG designed improvements for the City of St. Pete Beach at the Upham Beach Park. The main project tasks included designing new parking areas, roadway entries, pedestrian and bicycle access routes, passive stormwater areas, and area landscaping. The existing parking lot will be redesigned to maximize the number of parking spaces and improve pedestrian access routes to the site. A centrally located roundabout will be added with aesthetically pleasing plantings and associated walkways. A family-friendly open area will be added with a playground/splash pad, seating, shaded shelters, picnic areas, and plantings (palms, shrubs, and ground covers).

University of Tampa Palm Tree Inventory and Assessment, Tampa, FL | Landscape Architect. Due to the Texas Phoenix Palm Decline, Mr. Rukholm provided inventory and assessment services for the University of Tampa. He identified high priority areas where the public will be affected if a tree fails and assessed tree conditions in accordance with a standardized format. Mr. Rukholm utilized both GIS and GPS for collecting data and mapping the affected area.

FDOT City Wide Landscaping, Redington Beach, FL | Landscape Architect. Responsible for designing new landscape in existing medians along Gulf Boulevard between 155th Avenue to 164th Avenue, a distance of approximately 1 mile. The landscape plans included a project maintenance plan and maintenance of traffic plan sheets. The landscape plans identified all plant material, placement, spacing, quantities, notes, and details required to construct the design. The associated irrigation plans identified all piping, irrigation heads, valves, controllers, and other appliances necessary for installation and proper functioning of the design

Jonathan J. Papp – Estimator and Project Manager

Education: University of South Florida Tampa, FL Bachelors of Arts Communication (2004)
Earned the rank of Eagle Scout – Boy Scouts of America

Professional Licenses: Florida Building Contractor CBC1257532
Florida Roofing Contractor CCC1329279
Florida Real Estate Sales Associate SL3236163

Work Experience:

Nidy Sports Construction (2016 – Present)

Estimator & Project Manager

- Responsible for reading plans & specifications in preparation for proposals & bids
- Negotiate construction contracts with local & regional construction managers & GC's
- Strategically leveraged our company experience & success to win business
- Marketed construction services at trade shows & conferences
- (Florida Rec. & Park Assoc., Blue Book, American Sports Builders Association)

Results

- Grew individual sales to over $7 million dollars in 2020
- Published articles in Florida Rec. & Park Journal Fall 2018 & Blue Book Spring 2019
- Consistently delivered profitable projects while meeting customer expectations

Husqvarna Construction Products (Central and North Florida) (2015 – 2016)

District Sales Manager

- Promoted distributor sales throughout FL; $3 million annual sales (rental & retail locations)
- Demonstrated technical knowledge of tools through demo events
- Created sales programs & maintained current advertising at distributor locations

Results

- Opened new distributor accounts in overlooked markets
- Targeted end users to increase "pull thru" sales and brand awareness
- Increased cross selling efforts to offer full line of company products to distributors

Davenport High School

Davenport, Florida

Nidy Sports Construction provided turn key new construction of 6 tennis courts, fencing, coatings, and associated sports equipment. Provided bid to construction manager. Lighting was provided by another consultant.





Project Owner
Polk County Public Schools
1915 South Floral Avenue
Bartow, FL 33830
863.534.0500

Contact Reference
Wharton Smith Construction (CM)
4912 W La Salle Street
Tampa, FL 33607
POC:Jeff Horton
jhorton@whartonsmith.com
(813) 288-0068

Completion Date
Construction: 5/2021 to 8/2021

Completed on Time
Yes

Completed on Budget
Yes

Scope of Services Provided

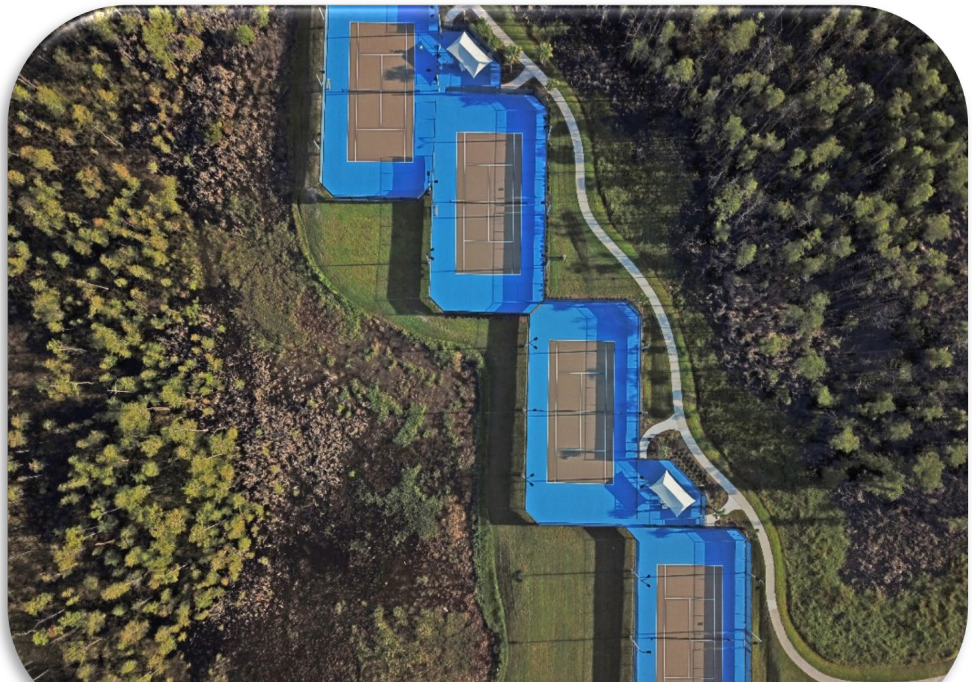
- Tennis Court Design
- Tennis Court Construction
- Site Preparation
- Laser Leveling
- Asphalt
- Surface Coating
- Markings
- Net Installation
- Fencing Installation
- Accessory Installation
- Cost Estimating
- Value Engineering

Latitudes Margaritaville

Daytona, Florida

Nidy Sports Construction provided turn key new construction of 5 tennis courts and 10 pickleball courts, fence, surface coatings and sports equipment in master planned retirement community in Daytona. Nidy Sports completed both Phase 1 and Phase 2 of the project. Nidy Sports worked with Carlton Construction on phase 2 and another contractor on Phase 2. This demonstrates our ability to work with a range of contractors and still deliver a quality product. Lights provided by separate contractor.





Project Owner
Minto Communities LLC
4400 W. Sample Road
Suite 200
Coconut Creek, FL 33073
877.896.5405

Contact Reference
Carlton Construction (GC)
Christian Mowery
christian@carltonconstruction.net
4615 US Highway 17, Ste 1,
Fleming Island, FL 32003
904.284.8321

Completion Date
Phase 2 Construction:
2/2021 to 8/2021

Completed on Time
Yes

Completed on Budget
Yes

Scope of Services Provided

- Tennis and Pickleball Court Design
- Tennis and Pickleball Court Construction
- Site Preparation
- Laser Leveling
- Asphalt
- Surface Coating
- Markings

Gateway High School

Ft. Myers, Florida

Nidy Sports Construction provided turn key new construction of 4 tennis courts and 2 basketball courts with coatings, and associated sports equipment. Provided bid to construction manager. Fencing was provided by another consultant.

See video @ https://m.facebook.com/watch/?v=167848392076883&_rdr





Project Owner
The School District of Lee County
2855 Colonial Boulevard
Fort Myers, FL 33966
239.334.1102

Contact Reference
Suffolk Construction
10600 Chevrolet Way
Suite 301
Estero, FL 33928
Michael Sementelli
MSementelli@suffolk.com
239.791.3000

Completion Date
Construction: 5/2021 to 8/2021

Completed on Time
Yes

Completed on Budget
Yes

Scope of Services Provided

- Tennis and Basketball Court Design
- Tennis and Basketball Court Construction
- Site Preparation
- Laser Leveling
- Asphalt
- Surface Coating
- Markings
- Net Installation
- Fencing Installation
- Accessory Installation
- Cost Estimating
- Value Engineering

Pictona at Holly Hill

Holly Hill, Florida

Nidy Sports Construction provided turn key new construction of 49 pickleball courts, fencing, coatings, and associated sports equipment for Pictona, a private club in Holly Hill, Florida. Phase 1, consisting of 24 courts, has been completed. Phase 2, an additional 25 courts, is currently under construction. The same contractor was responsible for both phases of the project. Lighting was provided by another consultant.

See more @ https://pictonaphotos.smugmug.com/PICTONA-COMPLETE





Project Owner
Pictona at Holly Hill
1060 Ridgewood Avenue
Holly Hill FL 32117
386.310.7067

Contact Reference
A.M. Weigel Construction
166 S Palmetto Ave
Daytona Beach, FL 32114
Tampa, FL 33607
POC: Mike Weigel
amweigel@amweigel.com
386.257.6691

Completion Date
Construction: 3/2020 to 6/2020

Completed on Time (Ph 1)
Yes

Completed on Budget (Ph 1)
Yes

Scope of Services Provided

- Pickleball Court Design
- Pickleball Court Construction
- Site Preparation
- Laser Leveling
- Asphalt
- Surface Coating
- Markings
- Net Installation
- Fencing Installation
- Accessory Installation
- Cost Estimating
- Value Engineering

The Yards

Ponte Vedra, Florida

Nidy Sports Construction provided turn key new construction of 12 pickleball courts, fencing, coatings, and associated sports equipment for a The Yards, a private club in Ponte Vedra, Florida. Nidy worked directly with the owner to provide the quality courts they required. Lighting was provided by another consultant.

See more @ https://www.playtheyards.com/pickleball/





Project Owner
Alta Mar Holdings LLC 254
Alta Mar Drive
Ponte Vedra, FL 32082

Contact Reference
Mr. Mike Miles
904.285.5552

Completion Date
Construction: 2022

Completed on Time
Yes

Completed on Budget
Yes

Scope of Services Provided

- Pickleball Court Design
- Pickleball Court Construction
- Site Preparation
- Laser Leveling
- Asphalt
- Surface Coating
- Markings
- Net Installation
- Fencing Installation
- Accessory Installation
- Cost Estimating
- Value Engineering
- Construction Administration

Lake David Park, North

Groveland, Florida



CPWG Constructors and Madrid CPWG provided construction manager at risk services for the renovation of Lake David Park. The project also included the demolition and removal of existing sidewalks and structures. The Design-Build phase of the northern portion of the park is complete and the transformation received the outstanding approval of the City and the community.

Lake David Park is located in the heart of Groveland. The park is split into two parts, North and South, that are connected by a walking trail. Phase one of the project covered the north end of the park and phase two will cover the south. During phase two, the South side of the park will be updated with new restroom facilities, a splash pad, playground, and new parking lot.

Our team worked closely with the City of Groveland staff to ensure that the completed project met their requirements and expectations. Madrid CPWG designed and CPWG Constructors built improvements include:

- A new entrance
- Splash pad
- Playground
- New parking lot
- New walking paths and sidewalks
- A covered performance structure
- A raised stage for performers
- Power outlets for A/V equipment
- A lawn seating area
- A littoral zone boardwalk
- A covered section in the middle extends out above the lake
- Kayak access to inner zone
- Benches with power and USB stations
- 8 picnic benches with shade structures
- Large trees and lush irrigated landscaping
- Updated stormwater design
- Broadstreet Streetscape design
- A street festival area for farmer markets
- New brick covered cross section
- Utility connections for vendors
- Improved lighting

Project Owner
City of Groveland
156 S. Lake Ave.
Groveland, FL 34736

Contact Reference
Mike Walker, CPRP
Director, Parks, Facilities and Community Services
352-429-2141 x4000
mike.walker@groveland-fl.gov

Project Duration
Initial: 2019 - 2020
Actual: 2019 – 2020

Completion Date
2020

Construction Cost
$2,600,000

Scope of Services Provided
- Site Engineering Design-Build
- Park Design-Build
- Facility Design-Build
- Landscape Architecture Design-Build
- Utility Design-Build
- Roadway Design-Build
- Sidewalk Design-Build
- Lighting Design-Build
- Stormwater Engineering Design-Build
- Environmental Engineering
- Cost Estimating
- Value Engineering
- Demolition of Existing Facilities
- Permitting

SR 699 (Gulf Boulevard) Phase 1 Overhead to Underground Conversion

Indian Rocks Beach, Florida

CPWG Constructors and Madrid CPWG completed a design/build. Our team assisted the City of Indian Rocks Beach to design underground utilities alongside Gulf Boulevard. The project's goal was to place above-ground utilities underground and to replace light poles along Gulf Boulevard (Whitehurst Ave to 6th Ave), Walsingham Road from Gulf Boulevard to 100' east of East Gulf Boulevard and from 6th Avenue to just north of Beach Trail.



Project Owner
City of Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, FL 33785

Contact Reference
Mr. Dean Scharmen
Public Service Director
(727) 595-6889
dscharmen@irbcity.com

Project Duration
Initial: 2016 - 2021

Completion Date
Design: 2021

Construction Cost
$4,500,000

Scope of Services Provided
- Construction Administration
- Electrical Engineering
- Overhead to Underground Conversion Design
- Underground Connection Design
- Landscape Architecture Design
- Lighting Design-Build
- Stormwater Engineering Design-Build
- Environmental Engineering
- Public Awareness Campaign
- Cost Estimating
- Value Engineering

The Madrid CPWG Utilities team divided their main tasks into two categories: design and coordination. The initial goal was to design detailed construction plans that incorporated CAD drawings showing equipment location within local easements. When this task was finished the focus shifted to performing the coordination required to complete the project. The team coordinated with City representatives to work with property owners to obtain easements and keep the public informed. They coordinated with utility companies to facilitate the conversion to underground utilities including lighting, permit utilities within FDOT right-of-way (one permit per utility).

Phase 1 of the undergrounding included the following:

- Gulf Blvd – Undergrounding of Duke Electric, Verizon and Bright House Network
- Lighting design and coordination with Duke Electric to ensure Madrid CPWG lighting design was included with the Duke Permitted Plans

CPWG Constructors and Madrid CPWG support to the project included:

- Design layout of equipment on properties to obtain easements
- Coordination with utility companies
- Subsurface Utility Excavation (SUE) locations
- Undergrounding design coordination and plans creation for Duke Electric / Verizon / BHN
- Coordination with FDOT and City of Indian Rocks Beach
- Field review to connect electric, phone, cable at homes/buildings
- Utility undergrounding construction administration

Madrid CPWG's Utilities team assisted the Indian Rocks Beach planning staff by discussing construction and bidding options with the companies involved. This resulted in obtaining a binding cost estimate for the undergrounding of their respective utilities and a location plan for the desired easements.

Calhoun County Airport Terminal and Hangar Development

Altha, Florida

CPWG Constructors and Madrid CPWG worked with Calhoun County to rebuild the County airport's civil infrastructure. The project focused on the rebuild and redevelopment of the municipal airport.

The Calhoun County Airport had been decimated from Hurricane Michael in 2018. The construction project was funded by the Florida Department of Transportation.

The project included the demolition of damaged pre-existing structures, an extensive overhaul of the site's civil infrastructure, the rebuilding of the airport terminal and the construction of two new 60' x 60' aviation hangars.

The resulting terminal is a state of the art 4,000 square foot civil aviation terminal that boasts a large conference room for hosting community meetings, as well as rest room and shower facilities for arriving pilots and their guests. There are also business and lounge areas for pilots to access internet services, log flight plans, and relax between flights.

The two new aviation hangars will be available for lease to the aviation community, while one hangar is slated to be used as a commercial aviation rebuild facility, with a national customer base.

Project Owner
Calhoun County
16701 NW Agri Park Rd.
Altha, FL 32421

Contact Reference
Gene Bailey
Chairman – Calhoun County BOCC
850-447-0519
gbailey@calhouncountygov.com

Project Schedule
Original: Aug 2020 – Jul 2021
Actual: Aug 2020 – May 2021

Project Budget
$1.696 Million

Final Costs
$1.705 Million

Scope of Services Provided
- Site Development
- General Contracting
- Project Management





City-wide Facility Restorations

St Pete Beach, Florida



Project Delivery Method
Construction Manager at Risk

Project Owner
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Contact Person
Mike Clarke
Public Works Director
727-363-9254
mclarke@stpetebeach.org

Completion Date
2018 - 2020

Construction Cost
$1,000,000

Scope of Services Provided
- Design Build Services
- Interior Renovation
- Facility Assessment
- Pier Design
- Lighting Design
- Construction Management
- Demolition and Disposal

Madrid CPWG and CPWG Constructors worked with the City of St. Pete Beach, Florida to complete a series of improvement projects. The projects were completed as part of a contract with the city to provide continuing engineering support. Our team maintained excellent communications with the city staff on each project to ensure the project met the city's expectations. Below are a few examples of projects completed.

Shuffle Board Building Renovation (photo). The Frank T. Hurley Jr. Shuffleboard Building required extensive renovation to enhance its usability. All the rotten wood and old caulking around the windowsills were surgically removed and repaired. Both restrooms were renovated with new toilets, sinks, hardware, and plumbing. The restroom concrete floors were cleaned, stained, and sealed. The exterior walls and soffits were repaired as necessary and repainted. A new HVAC system and new moisture-resistant fans improved the building's climate control. New LED lighting was installed throughout.

Bathroom Renovations: The Madrid CPWG team and CPWG Constructors designed and built Improvements to existing restrooms in Paradise Park, Hurley Park, Upham Beach Park, McKinney Park, and Vena Park. As part of the project, all existing toilets and plumbing fixtures were removed and replaced. Existing doors were either replaced or repaired, The repaired doors were patched, painted, and received new locksets and mounting hardware. New partitions, LED lights, exhaust fans, plumbing fixtures, and hand dryers were installed. The floors and walls were cleaned and treated with SaniGlaze. An outdoor shower was installed next to the Upham Beach Park facility. To reduce cost, all paper towel dispensers, soap dispensers, and/or other toile accessories were furnished and installed by the city's supplier.

Merry Pier: The historic Merry Pier is a famous fishing and boating destination. Madrid CPWG was tasked with assessing the condition of the pier and designing improvements based on the results. The team performed inspections of the surface facilities to assess the condition and ADA accessibility of the piers and building. Scuba diving certified members of the team conducted an underwater assessment of the piers and pilings. The findings of these inspections were included in a report to the city covering the damage, possible courses of action, and estimated costs. The final design for the pier area included the demolition of 2 of the 5 finger piers, the addition of a boat lift, and the installation of structural pile jackets. The main pier was removed and replaced with a larger structure. ADA accessibility was incorporated into all applicable aspects of the design.

Warren Webster Community Center Renovation

St. Pete Beach, Florida



Project Delivery Method
Design Build

Project Owner
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Contact Person
Mike Clarke
Public Works Director
727-363-9254
mclarke@stpetebeach.org

Completion Date
2020

Size of Project
3,600 square feet

Construction Cost
$750,000

Scope of Services Provided
- Design Build Services
- Interior Renovation
- Facility Assessment
- HVAC Design/Install
- Lighting Design/Install
- Construction Management
- Demolition and Disposal
- Permitting

CPWG Constructors and Madrid CPWG completed a total renovation of the Warren Webster Community Center clubhouse for the City of St. Pete Beach. The building is located in the Historic Pass-a-Gille community. Local groups regularly use this facility to host their meetings and events.

Our team applied the Design Build process to the project. The Madrid CPWG engineers created the design and our subsidiary company, CPWG Constructors managed the construction aspects of the project. Madrid CPWG and CPWG Constructors share offices and have worked on many proejcts together. Our teams readily share information to ensure the project design is both cost-effective and constructible.

The renovation focused on beautifying the building and improving the functionality of the facility. Improvements included the following items:

- Removed the kitchen cabinets and countertops
- Installed a new Heat Pump AC system
- Installed new AC units in bathrooms
- Installed a new ceiling
- Installed new low impact windows
- Installed new doors
- Installed emergency lighting
- Replaced all light fixtures
- Drywall replaced as required
- Prepared and painted the building's interior
- Prepared and painted the building's exterior
- Installed new awning above the front door



5.9 EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES

5.9.1 Elements of Work Location

All work performed by CPWG Constructors will be supervised by Greg Hass, the Program Manager and Dan Hart, the Project Executive. All work performed by Nidy Sports Construction will be overseen by Randall Ford, the Project Supervisor.

Task	Company	Location
Pre-Construction Evaluation	CPWG Constructors	Tampa
Surveying and Mapping	CPWG Constructors	Tampa
Site Design	CPWG Constructors	Tampa
Grading	CPWG Constructors	Tampa
Geotechnical Sampling	CPWG Constructors	Bartow
Geotechnical Engineering	CPWG Constructors	Bartow
Stormwater Pond Design	CPWG Constructors	Tampa
Court Design	Nidy Sports Construction	Lakewood
Drainage Design	CPWG Constructors	Tampa
Specification Review	Nidy Sports Construction	Lakewood
Drainage Design	CPWG Constructors	Tampa
Lighting Evaluation	CPWG Constructors	Tampa
Lighting Design	CPWG Constructors	Tampa
Landscape Architecture	CPWG Constructors	Tampa
Construction Evaluation	CPWG Constructors	Tampa
Value Engineering	CPWG Constructors	Tampa
Biddability Reviews	CPWG Constructors	Tampa
Constructability Reviews	CPWG Constructors	Tampa
Cost Estimating	CPWG Constructors	Tampa
Permitting	CPWG Constructors	Oviedo
Construction Schedule Review	CPWG Constructors	Tampa
Court Construction	Nidy Sports Construction	Lakewood
Project Management	CPWG Constructors	Tampa
Contract Administration	CPWG Constructors	Tampa
Progress Reporting	CPWG Constructors	Tampa
LEED optimization	CPWG Constructors	Tampa
MEP coordination	CPWG Constructors	Tampa
Risk Management/Mitigation	CPWG Constructors	Tampa
Change Order Management	CPWG Constructors	Tampa
Shop Drawing Review	CPWG Constructors	Tampa
Plan Interpretation	CPWG Constructors	Tampa
Project Closeout	CPWG Constructors	Tampa

5.9 EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES

.5.9.2 Project Team Member Location

Position	Name	Company	Location
Project Manager	Greg Hass, CGC, LEED AP	CPWG Constructors	Tampa
Project Executive	Dan Hart, PE, DBIA	CPWG Constructors	Tampa
Project Superintendent	Randall Ford	Nidy Sports	Longwood
QA / QC Manager	Dan Hart, PE, DBIA	CPWG Constructors	Tampa
Cost Estimator	Greg Hass, CGC, LEED AP	CPWG Constructors	Tampa
Civil Engineer	Nancy Tolleson PE	CPWG Constructors	Tampa
Court Design	Zach Stevenson, CBC	Nidy Sports	Longwood
Court Design	Nancy Tolleson PE	CPWG Constructors	Tampa
Specification Review	Jonathon Papp, CBC, CCC	Nidy Sports	Longwood
Surveying & Mapping	Alvie Griffith, PSM	CPWG Constructors	Tampa
Geotechnical Engineer	Paul Passe, PE	CPWG Constructors	Bartow
Stormwater Engineer	Azad Shah, PE	CPWG Constructors	Tampa
Electrical & LIghting	David Greene, BSEE	CPWG Constructors	Tampa
Landscape Architect	Matti Rukholm, PLA, ISA	CPWG Constructors	Tampa
Irrigation	Matti Rukholm, PLA, ISA	CPWG Constructors	Tampa
Arborist	Jason Kendall, ISA Arborist	CPWG Constructors	Tampa
General Contractor	Greg Hass, CGC, LEED AP	CPWG Constructors	Tampa
General Contractor	Terry Smith, CBC	CPWG Constructors	Tampa
Permitting	Roland Raymundo, PE, CFM	CPWG Constructors	Oviedo
Court Construction	Randall Ford	Nidy Sports	Longwood
Public Engagement	Steve Tarte	CPWG Constructors	Tampa

CPWG Constructors personnel are located in the Tampa area and are readily available to work on site or remotely as required. Nidy Sports Construction completes tennis courts throughout the State of Florida. Their company is structured to provide the required personnel and equipment anywhere in the state.

CPWG Constructors and Nidy Sports Construction use cutting edge project management software to track the schedule and share information. We have license agreements for both Primavera (P6) Scheduling Software and Microsoft Project to review and analyze the baseline and updated schedule submittals. Bluebeam, MS Sharepoint, and Google One Drive are used to share data between designers and contractors.

The Critical Path Method (CPM) will be used to determine criticial milestones that must be accomplished before others can begin. An example of this is the asphalt cure time. The 30 day cure time must be complete before acrylic surface coatings are installed. In turn, the acrylic surface coatings must be allowed enough time to cure. Value engineering assessments will focus on maximizing periphrial work, such as fencing and lighting during the curing times.

The CPM schedule will be reviewed monthly and discussed at every progress meeting. All comments are discussed with the Contractor followed by their concurrence on each issue. We verify the start/finish dates and durations for all activities while focusing on the critical path items.

REFERENCES

Company Name	CPWG Constructors, LLC
Project Title	Lake David Park - North
Project Location	Groveland, Florida
Project Description	CPWG Constructors provided construction manager at risk services for the park renovation
Project Start:	2019
Project Completion Date	2020
Owner Name	City of Groveland, Florida
Owner Address	156 S. Lake Ave.Groveland, FL 34736
Phone Number and **Email**	Mike Walker, CPRP, 352-584-5293
Project Amount	$2.4 million
Services completed in Budget?	Yes X No__ Why?_____
Services completed on time?	YesX No__ Why?_____

Company Name	CPWG Constructors, LLC
Project Title	City-wide Facility Restorations
Project Location	St. Pete Beach, Florida
Project Description	Provided design and CM for series of projects as part of a continuing services contract.
Project Start:	2018
Project Completion Date	2020
Owner Name	City of St. Pete Beach
Owner Address	155 Corey Avenue, St. Pete Beach, FL 33706
Phone Number and **Email**	Mike Clarke, Public Works Director, 727-363-9254, mclarke@stpetebeach.org
Project Amount	$1 million
Services completed in Budget?	Yes X No__ Why?_____
Services completed on time?	Yes X No__ Why?_____

Company Name	CPWG Constructors, LLC
Project Title	Publix Store Development
Project Location	Multiple Locations, Florida
Project Description	Provided design and CM for series of projects to develop or redevelop Publix stores.
Project Start:	2018
Project Completion Date	2022 Projects are completed as assigned
Owner Name	CWH Real Estate Services, LLC. (Developer for Publix Contracts)
Owner Address	1012 Avon Avenue, Lakeland, FL 33801
Phone Number and **Email**	Mr. William Hanks, 863-608-4046, william@cwhrealestateservices.com
Project Amount	Varies per project
Services completed in Budget?	Yes __ NoX Why? COVID -19 Impacted Costs
Services completed on time?	Yes___ NoX Why? COVID -19 Impacted Delivery Times

Company Name	CPWG Constructors, LLC
Project Title	SR 699 (Gulf Blvd) Overhead to Underground Conversion of Utility Lines
Project Location	Redington Beach, Florida
Project Description	Provided design and CM for underground utilities, LED lighting,/poles and landscaping.
Project Start:	2017
Project Completion Date	2019
Owner Name	Town of Redington Beach
Owner Address	105 164th Avenue, Redington Beach, Florida 33785
Phone Number and **Email**	Mayor Nick Simon, 727-391-3875
Project Amount	$1 million
Services completed in Budget?	Yes X No__ Why?_____
Services completed on time?	Yes X No__Why? _____

What our Clients say about us:

Letter of Recommendation for CPWG from the City of St. Pete Beach

Collier County
Administrative Services Department
Procurement Services Division

Reference Questionnaire

Solicitation: Solicitation 18-7432-LA Landscape Architecture Category

Reference Questionnaire for: Collier County

(Name of Company Requesting Reference Information)
Cribb Philbeck Weaver Group (CPWG)

(Name of Individuals Requesting Reference Information) Matti Rukholm, matti.rukholm@cpwgengineering.com

Name: Mr. Mike Clarke, Public Services Director
(Evaluator completing reference questionnaire)

Name: Mr. Mike Clarke, Public Services Director
(Evaluator completing reference questionnaire)

Email: mclarke@stpetebeach.org FAX: Telephone: 727-363-9243

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: CPWG # 123260
Pass-a-Grille Way, Phase 1 Landscape Design

Completion Date:
February 20, 2019

Project Budget: $35,000.00

Project Number of Days: 190

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Abilitity to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
	TOTAL SCORE OF ALL ITEMS	100

While no company is perfect, CPWG is as close at it gets. Outstanding engineering support in all catagories. M.E.

Letter of Recommendation for DRMP from the City of Oldsmar

City of C

To provide leadership, innovation, environmental stewardship

100 State Street West ~ Oldsmar, FL 34677-365

July 20, 2021

Mr. Brian P. Crowl, P.E.
Senior Project Engineer
DRMP, Inc.
1125 Bartow Rd, Suite 100
Lakeland Fl 33801

Subject: Letter of Recommendation

Dear Mr. Crowl:

I wanted to thank DRMP for your support through the succes
the Burbank Road Extension project. DRMP's team prov
Inspection (CEI) services on the Florida Department of Trans
project entailed building a new roadway, installing a 10-foot tr
gutter, and extensive CSX coordination, and grant compliance.

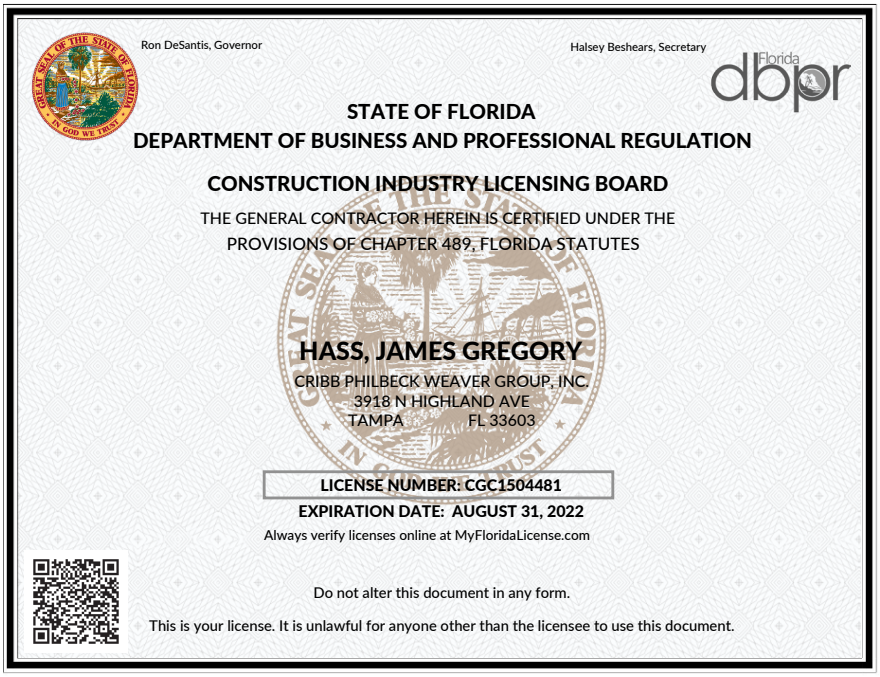
Your team did an excellent job of enforcing the standard specifications and providing technical expertise. Of particular note, I felt that you did a great job of not caving to the pressure of the contractor when unforeseen claims and disputes arose. Your negotiating abilities saved the city about $10,000 on one such claim. Your team was extremely responsive. Whenever the team was contacted, they responded immediately, whether by phone or email. The project administrator was excellent at handling disputes and worked collaboratively with the contractor to resolve issues in the field.

Your staff worked proactively to identify and resolve issues in a timely manner, mitigate claims by the contractor, and minimize contract overruns. They successfully coordinated with all stakeholders including CSX and utility agencies to remove roadblocks and avoid delays. Your staff prioritized the goals and desires of City staff and truly had our interests as your number one priority. The project when all is said and done was approximately 9% under the contract amount and was finished on time.

DRMP staffed the project with an experienced and capable team that satisfactorily met all contract requirements and deliverables. I would recommend DRMP's CEI team to any agency seeking quality and professional services and hope to work together on future projects.

Sincerely,

Daniel Simpson, P.E.
City Engineer
City of Oldsmar



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HASS, JAMES GREGORY
CRIBB PHILBECK WEAVER GROUP, INC.
3918 N HIGHLAND AVE
TAMPA FL 33603

LICENSE NUMBER: CGC1504481
EXPIRATION DATE: AUGUST 31, 2022
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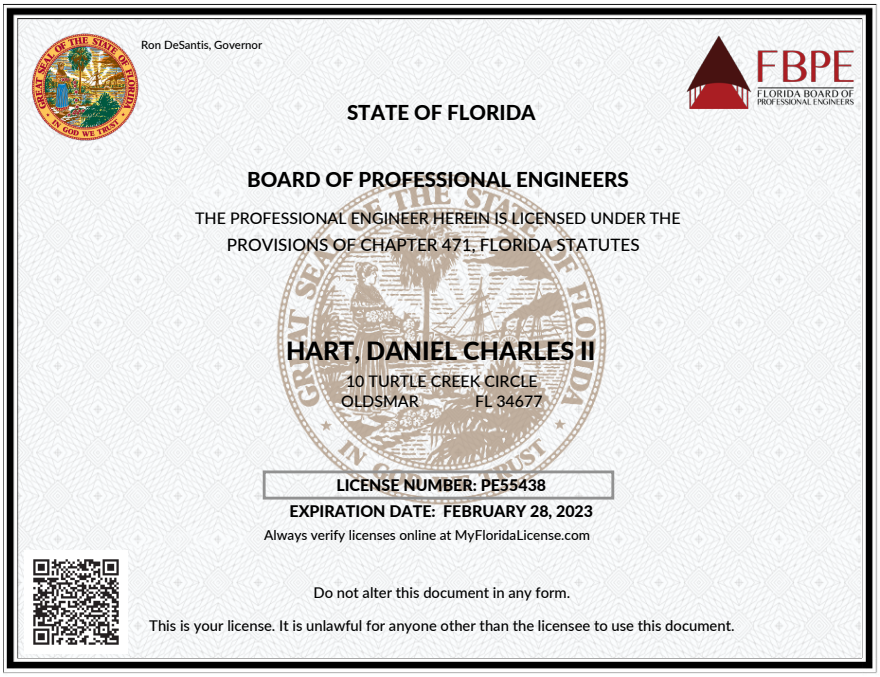

Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HART, DANIEL CHARLES II
10 TURTLE CREEK CIRCLE
OLDSMAR FL 34677

LICENSE NUMBER: PE55438
EXPIRATION DATE: FEBRUARY 28, 2023
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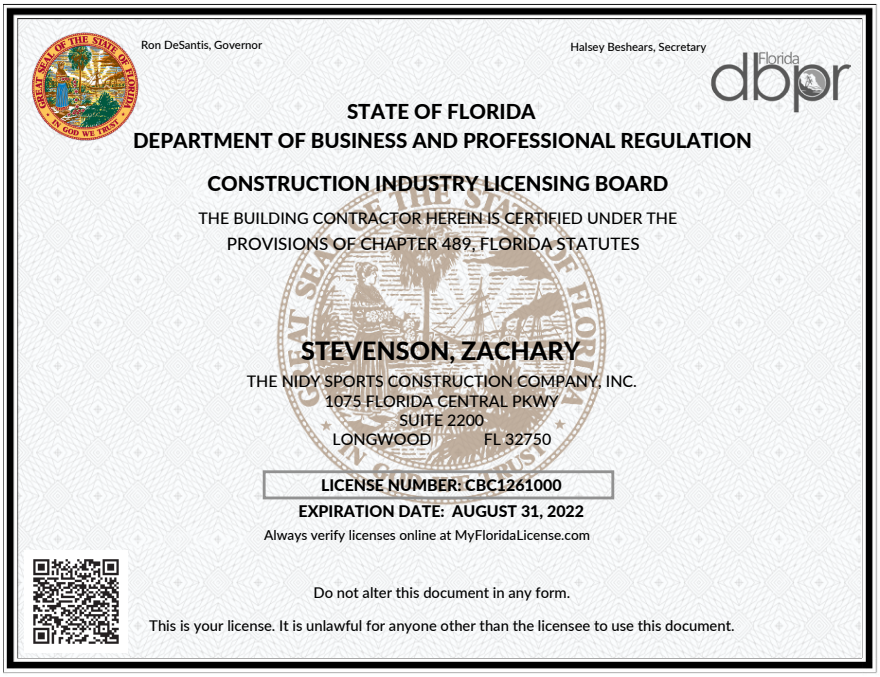

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STEVENSON, ZACHARY

THE NIDY SPORTS CONSTRUCTION COMPANY, INC.
1075 FLORIDA CENTRAL PKWY
SUITE 2200
LONGWOOD FL 32750

LICENSE NUMBER: CBC1261000
EXPIRATION DATE: AUGUST 31, 2022

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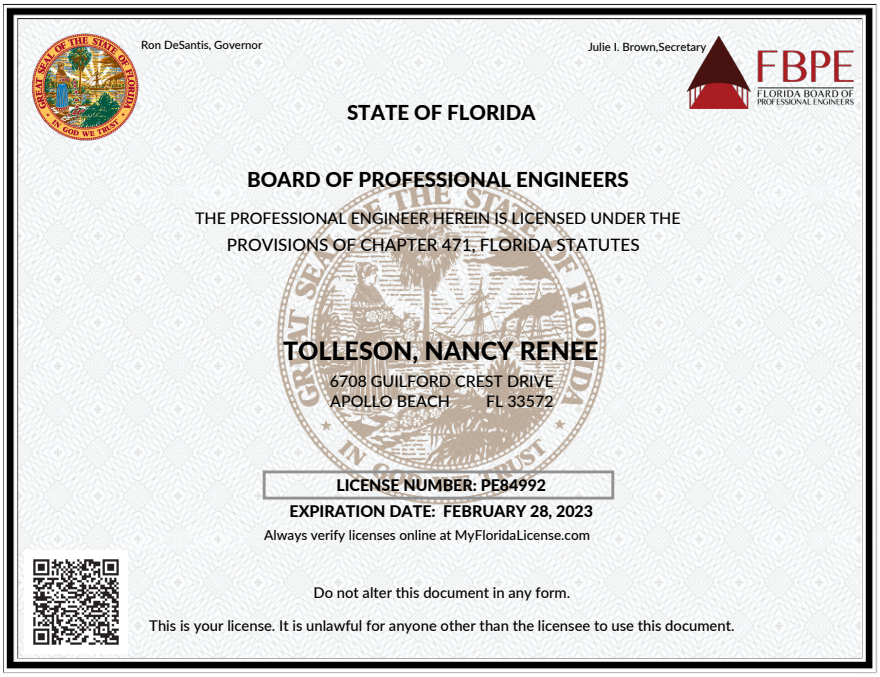

Ron DeSantis, Governor

Julie I. Brown,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TOLLESON, NANCY RENEE

6708 GUILFORD CREST DRIVE
APOLLO BEACH FL 33572

LICENSE NUMBER: PE84992
EXPIRATION DATE: FEBRUARY 28, 2023

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, TERRY STUART

CPWG CONSTRUCTORS LLC
3918 N HIGHLAND AVENUE
TAMPA FL 33603

LICENSE NUMBER: CBC1260363
EXPIRATION DATE: AUGUST 31, 2022

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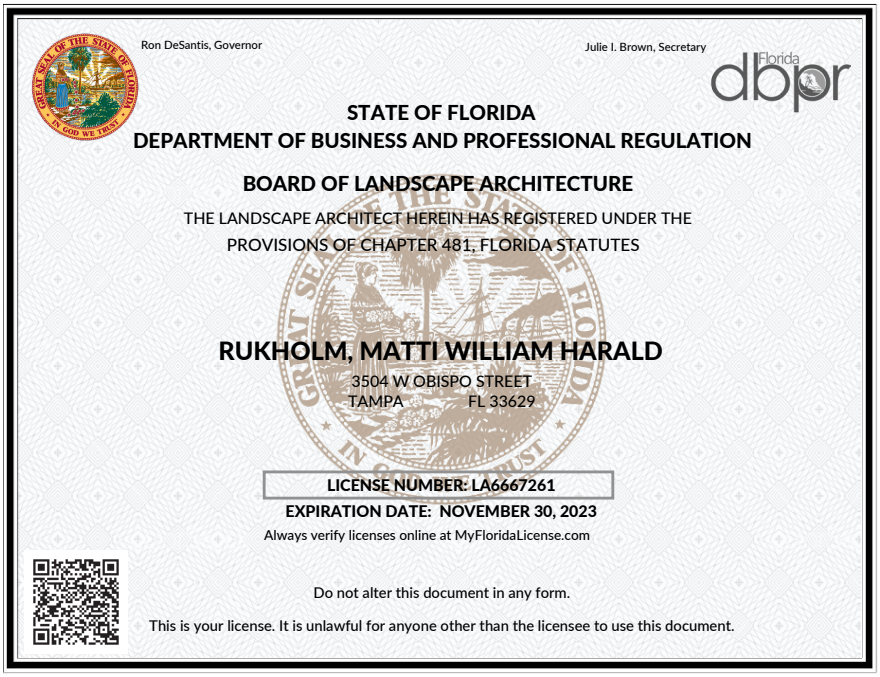

Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

RUKHOLM, MATTI WILLIAM HARALD

3504 W OBISPO STREET
TAMPA FL 33629

LICENSE NUMBER: LA6667261
EXPIRATION DATE: NOVEMBER 30, 2023

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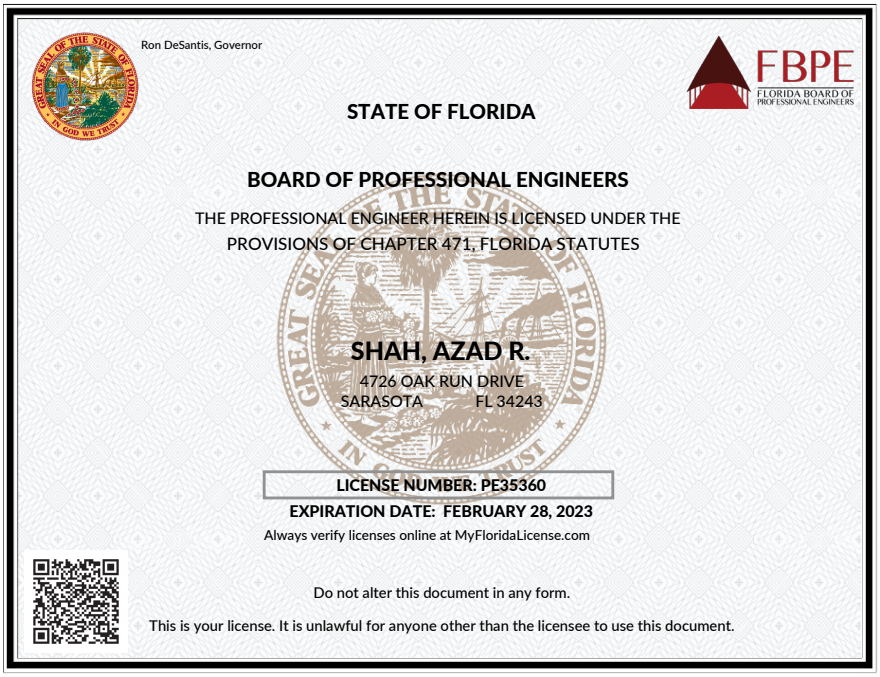

Ron DeSantis, Governor

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SHAH, AZAD R.

4726 OAK RUN DRIVE
SARASOTA FL 34243

LICENSE NUMBER: PE35360

EXPIRATION DATE: FEBRUARY 28, 2023

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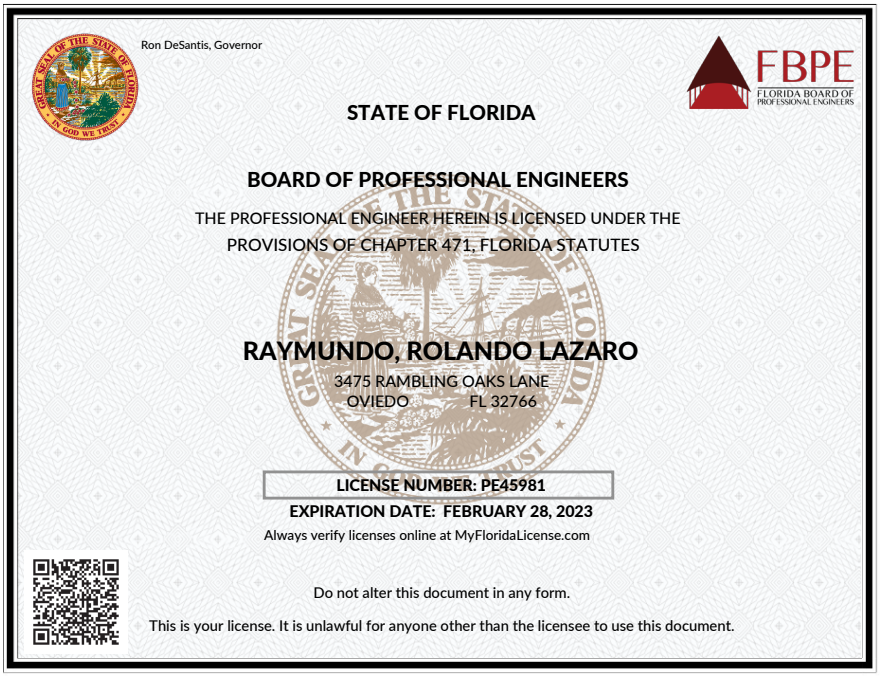

Ron DeSantis, Governor

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RAYMUNDO, ROLANDO LAZARO

3475 RAMBLING OAKS LANE
OVIEDO FL 32766

LICENSE NUMBER: PE45981

EXPIRATION DATE: FEBRUARY 28, 2023

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AMERICAN SPORTS BUILDERS ASSOCIATION CERTIFICATE



MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

Certificate of Membership

This is to certify that

The Nidy Sports Construction Company, Inc.
Is a Member of the Builder Division
of the

American Sports Builders Association

a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.

AMERICAN SPORTS BUILDERS ASSOCIATION CORPORATE SEAL 1967 DELAWARE

The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.

In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on January 21, 2008.

Secretary *Chairman*

DRUG-FREE WORKPLACE FORM
35-22-03 – Design/Build-CMS

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

certifies that CPWG Constructors, LLC 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.

Sheila Tarte, President
Bidder's Signature

August 29, 2022
Date

PUR062.036
re. 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

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

by Sheila Tarte, President
(print individual's name and title)

for CPWG Constructors, LLC
(print name of entity submitting sworn statement)

whose business address is

3918 N Highland

Tampa, FL 33603

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-2167956

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

signing this sworn statement: N/A)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

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.)

XX 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.

Sheila Tarte, President _____
(Signature)

Sworn to and subscribed before me this 29th day of August, 20__.

Personally known YES
Or Produced identification N/A
Notary Public – State of Florida

Michael M. Brock
My commission expires GG 322981, Expires 4/28/2023
(Type of Identification)

Notary Public State of Florida
Michael M Brock
My Commission GG 322891
Expires 04/28/2023

Michael M. Brock
(Printed, Typed or stamped commissioned name of notary public)

Addenda Receipt Acknowledgment
35-22-03

Addendum # 1 Date 8/5/2022 Initials ST

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Sheila Tarte, President 8/29/22

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT
35-22-03

State of Florida
County of Hillsborough

Sheila Tarte, 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.

Sheila Tarte, President
Officer

CPWG Constructors, LLC *(Company Name)*

State of Florida
County of Hillsborough

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

_____ *(name and title of corporate officer)*

of CPWG Constructors, LLC *(Name of Corporation),*

a State of Florida *(state or place of incorporation)* corporation, on behalf of the corporation. ~~He~~/she is personally known to me ~~or has produced~~ ~~(xxxxxxxxxxxx)~~ as identification.

Michael M. Brock *(Signature line for notary public)*

Michael M. Brock *(Name of notary type, printed or stamped)*

Comptroller *(Title or rank)*

My commission expires: 4/28/2023
Serial number, if any GG 322981

Notary Public State of Florida
Michael M Brock
My Commission GG 322891
Expires 04/28/2023

RFP 35-22-03
Sarah Vande Berg Tennis Center-Outdoor Tennis Courts
Design-Build Team Services

E-VERIFY

RFP No: 35-22-03
Project Description: Design/Build Construction Management Services--Outdoor Tennis Courts

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: CPWG Constructors, LLC

Authorized Signature:

Title: Sheila Tarte, President

Date: 8/29/22

Errors or Omissions
RFP 35-22-03

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: CPWG Constructors, LLC

Authorized Signature:

Title: Sheila Tarte, President

Date: August 29, 2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

35-22-03

1. The prospective Vendor, CPWG Constructors, LLC, 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: CPWG Constructors, LLC
Name of Company – Please Print

Signature: 
Authorized Company Representative

Name/Title: Sheila Tarte, President

Address: 3918 N Highland
Tampa, FL 33603

Date: August 29, 2022

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-22-03 Design/Build Construction Management Services-Outdoor Tennis Courts.

Authorized Signature
Date

August 29, 2022

Sheila Tarte, President
Printed Name

CPWG Constructors, 3918 N Highland, Tampa, FL 33603
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 29 day of August A.D. 2022

Notary Public State of Florida
Michael M Brock
My Commission GG 322891
Expires 04/28/2023

(Seal) By: Michael M. Brock
GG 322981
Expires: 4/28/2023

Title: Controller

Exhibit "F"

CPWG Hourly Rate Schedule - 2022

Item	Description	Loaded Hourly Rate
1	Principal in Charge - PIC	$210.00
2	Senior Professional Engineer - SPE	$190.00
3	Director of Construction - DOC	$185.00
4	Senior Project Manager - SPM	$180.00
5	Senior Landscape Architect - SLA	$180.00
6	Professional Engineer 2 - PE2	$175.00
7	Project Manager - PM	$165.00
8	Professional Engineer 1 - PE1	$155.00
9	Landscape Architect - LA	$150.00
10	Superintendent - Sup	$140.00
11	Senior Utility Coordinateo - SUC	$130.00
12	Senior Desing Professional - SDP	$125.00
13	Senior CAD Technician - SCAD	$125.00
14	Utility Coordinator - UC	$120.00
15	Engineer In Training - EIT	$110.00
16	CAD Technician - CAD	$100.00
17	Foreman - For	$95.00
18	Carpenter - Carp	$85.00
19	Senior Equipment Operator - SEO	$85.00
20	Equipment Operator - EO	$75.00
21	Project Administrator - PA	$65.00
22	Skilled Laborer - SL	$60.00
23	Clerical Support - CS	$55.00
24	Laborer - Lab	$50.00

City Council Meeting
October 24, 2022

Action Item

CONSENT ITEMS 2.9

Request for Qualifications 35-22-05 Professional Services Selection - City Wide for CRA, Planning, and Public Works

Issue:

Approve the selection of Alfred Benesch, BGE, CPH, GAI, HCP and Kern's Family Construction for continuing services contracts.

Background:

On September 7, 2022, the City distributed a Request for Qualifications 35-22-05 for Professional Services-CRA, Planning and Public Works. The solicitation requested services for Planning, Engineering, Marketing, and Construction Services. The solicitation was distributed through the Tampa Bay Times and BidNet Direct online. BidNet had forty-three (43) firms download the solicitation. On October 7, 2022, the City received seven (7) solicitation responses. The City's Purchasing Department reviewed each submittal for adherence to the RFQ. The following lists the firm name and ranking of their response to the RFQ:

Alfred Benesch	242 - Planning	GAI	255 - Planning
BGE	266 - Engineering	HCP	283 - Marketing Firm
CPH	244 - Planning	Kern’s Family - 279 - Construction	
Services			
KHA	***		

On October 14, 2022, the Evaluation Committee which consisted of Gail Hamilton, Shane Le Blanc and Rodney Corriveau met to discuss their rankings of the written responses. The evaluation committee removed Kimley - Horn from consideration since the firm is currently under contract with the City. The evaluation committee is recommending the selection of the ranked firms listed above.
Based on the ranking of the written responses, references and their experiences, it was decided to forego the interview process.

Contracts for any services will be presented to the City Council for final approval.

Attachment(s):

1. Exh A_352205 ProfServ-CityWide CRA Plng PW
2. Benesch RFQ Response
3. BGE RFQ Response
4. CPH RFQ Response
5. GAI Consultants, Inc. RFQ Response
6. HCP RFQ Response
7. Kerns Family Construction RFQ Response
8. Kimley Horn RFQ Response

Fiscal Impact:

Staff Recommendation:

The Evaluation Committee recommends City Council approve the selection of Alfred Benesch, BGE, Inc., CPH, GAI, HCP, and Kerns Family Construction, for continuing services in Planning, Engineering, Marketing, and Construction Services. Direct staff to begin contract negotiations with each firm.

SUBMIT RESPONSE TO:		REQUEST FOR QUALIFICATIONS
CITY OF ZEPHYRHILLS VIA: BIDNETDIRECT.COM CUST NUMBER: 800-835-4603 BETWEEN 8 A.M-8 P.M.		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	**AN EQUAL OPPORTUNITY EMPLOYER** FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BIDNETDIRECT.COM

5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department

PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE	PROPOSAL RESPONSES OPENING DATE/TIME
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works	SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.

PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None

DATE: NONE SCHEDULED **TIME:**

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

TELPHONE NUMBER:

EMAIL ADDRESS:

If returning as a "NO" state reason:

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 Coompany 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 Zephyrills. 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:

X

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ___ day of _____, 2022

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

_____ _____

Notary Signature State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works
RFQ DEADLINE: September 30, 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
- □ **Applicant Firm Sheet,** Pg 27
- □ **SubConsultant/Contractor,** Pg 29
- □ **Public Entity Crimes,** Pg 33
- □ **Addenda Receipt Acknowledgement,** Pg 35
- □ **E-Verify,** Pg 37
- □ **References-Pg 30**
- □ **Non Collusive,** Pg 36
- □ **Resumes & Organization Chart,** Pg 23
- □ **RFQ Response Form,** Pg 3
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- □ **References,** Pg 30
- □ **Error & Omissions,** Pg 38
- □ **Debarment,** Pg 39
- □ **RFQ Acceptance,** Pg 40
- □ **Business Tax Receipt and Licenses, etc**
- □ **Drug Free WorkPlace,** Pg 31

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 "**Professional Services-City Wide for CRA, Planning and Public Works"**.

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 23, 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: **Professional Services-City Wide for CRA, Planning and Public Works**. 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.

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

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

Builders' Risk Coverage: ***For any contracts that may apply to the following in the first sentence should also include statement below.*** If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or

structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

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 RFQ and contract approval is as follows:

Time Table	Date / Time
Distribution / Advertised	Sept. 7, 2022
Pre/TeleConference	***Not Required***
Questions Deadline	Sept 23, 2022
RFQ Deadline	Sept 30, 2022
Review Responses	Sept 30-Oct 7
Interviews - TBS	***To Be Determined***
Presented to City Council	Oct 24, 2022
Receipt of Fees by Short List	Oct 25, 2022

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 30, 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). The City will provide a week's notice, if elected. 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 Written Selection Process.

Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria below. Responses will be evaluated and ranked or scored. See Section 4.0.

1.24 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Methodology presented to assure success
- Ability of principals to engender confidence in the ability of the firm to complete the project within the time and cost budgeted.
- Ability of team members to communicate during the interview process
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.25 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 and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

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

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

1.27 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.

1.28 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.

1.29 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.

1.30 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.

1.31 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.

1.32 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.

1.33 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.

1.34 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.

1.35 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.

LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000

1.36 ACH/EFT Payments: The City requests payments to 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 RFQ SCOPE OF SERVICES

2.1 **Introduction**. It is the intent of this Request for Qualifications (RFQ) for the selection of multiple continuing services contracts to meet the engineering, consulting, architectural and planning needs of the City departments. Individual project assignments will be in accordance with the Continuing Services Contract in the form of approved Task Orders during the Contract period in accordance with the Florida State Statute 287.055.

2.2 The firms selected for this contract will work on specialized Public Works, CRA and Planning projects and will work with the Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.3 **PUBLIC WORKS-SCOPE OF WORK**. General. The scope of services is anticipated to include but not limited to planning, programming, engineering, design, permitting, inspection, project management, technical survey/mapping, public presentation/discussion, and general consulting regarding any project issues, technical issues, funding matters, construction activities, and regulatory compliance requirements pertaining to PUBLIC WORKS MUNICIPAL PROJECTS. Such engineering and architectural services may be in the broad discipline categories of structural, civil/environmental, mechanical, electrical, hydrologic, geotechnical, planning, transportation/road studies and surveying. This may include but not limited to project work having to do with:

- Storm water Management, Drainage Design, Treatment, Retention and Permitting
- Roads, Bridges, Intersections, Roadway Lighting and Parking facilities (including Signalization, signage and markings)
- Traffic Control & Erosion Control Plans
- Buildings and Structures
- Construction Management
- Project Management
- Hazardous Material Building Assessments
- Pedestrian and Vehicular Traffic
- Landscaping and Landscape Architecture
- Parks and Recreation
- Solid Waste & Recycling Collection, Services and Rates Analysis
- GIS Mapping and Asset Management Consulting

Work product is likely to include but not limited to:

- Related comprehensive program and project plans
- Related site plan development reports and/or reviews
- Preparation of detailed engineering design, construction plans, specifications and as-built Certifications
- Project permitting and compliance activities with regulatory agencies
- Project management activities including scope definition, quality control, scheduling, cost Estimating and value engineering, risk management / loss prevention, Environmental concerns, communications and information, and stakeholder relations

- Right of Way and Topographic Design
- Title Search Reports and Right of Way Maps
- Grant funding activities
- Code review and ordinance preparation

2.4 **COMMUNITY REDEVELOPMENT AGENCY (CRA)-SCOPE OF WORK.** General. We are looking for a firm who ***specializes*** in the below to rotate the distribution of projects. The scope of services is anticipated to include but not limited to:

- Professional Engineering
- Economic Development and Redevelopment Strategies
- Urban Planning/Design
- Real Estate Development
- Architectural Services
- Public Art Development
- Market Research / Market Analysis
- Construction Services

Work product is likely to include but not limited to:

- Economic Impact Analysis
- Strategic Planning
- Community Engagement
- Public and Private Utility and Infrastructure Planning and Engineering
- Storm water Design and Permitting Services
- Public / Private partnerships
- Land Use and Zoning
- Economic development / Community Redevelopment Areas
- Asset mapping
- Marketing / Digital Communication
- Research Analysis
- Urban Park Design Services
- Planning, Design and Construction Services
- Historic/cultural preservation
- Revenue forecasting, budget development, incentive development
- Affordable Housing Development
- Any and all services related to the projects and goals as stated in the 2016 Zephyrhills CRA Masterplan.

2.5 **PLANNING and BUILDING-SCOPE OF WORK**. General. We are looking for small, medium and large firms who specializes in the below to rotate the distribution of projects. The scope of services is anticipated to include but not limited to general planning, general studies, traffic reviews, basins of special concern reviews, design, permitting, inspection, project management, technical survey/mapping, public presentation/discussion, and general consulting regarding any project issues, technical issues, funding matters, construction activities and regulatory compliance requirements pertaining to **PLANNING within the MUNINCIPALITY** as well as **MUNICIPAL BUILDING DEPARTMENT functions**. Such planning and building department services may be in the disciplines of general planning, transportation/road studies, general studies, grant writing and surveying. This may include but not limited to project work having to do with:

- Master Planning
- General Planning
- Comprehensive Planning
- Sustainability
- Landscape Architecture
- Transportation
- Traffic
- Basins of Special Concern
- Permitting and Fees
- Code Review and Regulation Preparation
- Grants
- Special emphasis placed on inter- and intra-governmental, and private sector Coordination.
- Public outreach and dissemination of information is essential in many tasks.

Work product is likely to include but not limited to:

- Related field investigations, assessments, appraisals, surveys, studies, reports
- Surveys and meets and bounds legal descriptions
- Comprehensive Plan and related elements
- GIS products
- Master Plans
- Codes and Ordinances

2.6 **ADDITIONAL REQUIREMENTS**.

2.6.1 All such contract activities would be the subject of a signed Contract Task Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.

2.6.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFQ or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.

2.6.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.

2.6.4 The purpose and intent of this solicitation is to establish contract arrangements in accordance with the State of Florida CCNA requirements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

2.7 **ACCEPTANCE OF APPLICABLE POLICIES & PROCEDURES**:

2.7.1 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.

2.7.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process

2.8 **CONTRACT TERM**:

2.8.1 Initial Term: Three (3) years from date of executed contract.
2.8.2 Renewal: Two (2) three (3) year renewal terms.

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 shall be notified in writing along with the details of the interview with at least one week's notice.

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 including 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 more information on the firm's strength and successes and the ability to respond to questions from the Evaluation Committee in order to make a final selection of the best-suited firm for the contract. **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 after the ranking order has been approved by Council 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 **Applicant Firm** *(Not part of the page count)*, ***Page 27***

4.3.4 **TABLE OF CONTENTS** *(Not part of the page count)*, ***Page 28***

4.3.5 **SUBCONSULTANT/FIRM DATA SHEET** ***(1 Page Limit) Page 29***

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 **RESUMES** ***Page 23***

4.3.9 **REFERENCES** ***Page 30***

4.3.10 **LICENSES** *(Not part of the page count)*

4.3.11 **FORMS** *(Not part of the page count)*

- Drug Free Workplace Form ***Page 31***
- Public Entity Crimes ***Page 33***
- Addenda Acknowledgement ***Page 35***
- Non-Collusive Affidavit ***Page 36***
- E-Verify ***Page 37***
- Errors or Omissions ***Page 38***
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form ***Page 39***
- RFQ Acceptance ***Page 40***

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.

5.7 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*)

Project Title: PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

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 35-22-05
PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-05

SUBCONSULTANT/CONTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS
Business References (For Similar Program/Projects)
(Max 10 references and 3 pages) **SAMPLE COPY**

---

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
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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
35-22-05

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
35-22-05

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

_____

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT
35-22-05

State of Florida
County of _____

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

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

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

_____
Officer

_____ *(Company Name)*

State of Florida
County of _____

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

_____ *(Signature line for notary public)*

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

_____ *(Title or rank)*

My commission expires: _____
Serial number, if any _____

E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

35-22-05

PROFESSIONAL SERVICES-CITY WIDE

For CRA, PLANNING AND PUBLIC WORKS

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 **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS**.

_____ _____
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:_____

SUBMIT RESPONSE TO:		REQUEST FOR QUALIFICATIONS
CITY OF ZEPHYRHILLS VIA: BIDNETDIRECT.COM CUST NUMBER: 800-835-4603 BETWEEN 8 A.M-8 P.M.		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BIDNETDIRECT.COM

5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department

PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE	PROPOSAL RESPONSES OPENING DATE/TIME
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works	SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.

PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None

DATE: NONE SCHEDULED **TIME:**

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS: Alfred Benesch & Company
1000 N Ashley Drive, Suite 400
Tampa, FL 33602

TELPHONE NUMBER: 813-224-8862

EMAIL ADDRESS: bball@benesch.com

If returning as a "NO" state reason:

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 Coompany 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 Zephyrills. 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:

36-2407363

X William L Ball

AUTHORIZED SIGNATURE

William L. Ball, AICP

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 26th day of September, 2022

Personally known: ☒ Or produced identification: ☐

Type of ID: _____

Christina M. Gomez — Florida

Notary Signature — State

My commission expires: 3/31/2026

AFFIX NOTARY STAMP BELOW

FLORIDA NOTARY ASSOCIATION SINCE 1976

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

BONDS

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.

benesch

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City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works
RFQ DEADLINE: September 30, 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: 36-2407363

Required Documents:

- ☐ **Cover Page, Pg 1**
- ☐ **Applicant Firm Sheet, Pg 27**
- ☐ **SubConsultant/Contractor, Pg 29**
- ☐ **Public Entity Crimes, Pg 33**
- ☐ **Addenda Receipt Acknowledgement. Pg 35**
- ☐ **E-Verify, Pg 37**
- ☐ **References-Pg 30**
- ☐ **Non Collusive, Pg 36**
- ☐ **Resumes & Organization Chart, Pg 23**
- ☐ **RFQ Response Form, Pg 3**
- ☐ **RFQ Table of Contents, Pg 28**
- ☐ **References, Pg 30**
- ☐ **Error & Omissions, Pg 38**
- ☐ **Debarment, Pg 39**
- ☐ **RFQ Acceptance, Pg 40**
- ☐ **Business Tax Receipt and Licenses, etc**
- ☐ **Drug Free WorkPlace, Pg 31**

FIRM NAME: Alfred Benesch & Company

SUBMITTER'S NAME/TITLE: William L. Ball, AIC P

ADDRESS: 1000 N Ashley Drive, Suite 400, Tampa, FL 33602

TELEPHONE NUMBER 813-224-8862 FAX 866-410-8678

EMAIL ADDRESS bball@benesch.com

Firm Representative Signature: William L Ball Date September 30, 2022

Notary or Corporate



PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS – 35-22-05
APPLICANT FIRM

Project Title: PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

APPLICANT FIRM NAME: Alfred Benesch & Company

ADDRESS: 1000 North Ashley Drive, Suite 400

Tampa, FL 33602

TELEPHONE NUMBER: 813-224-8862

FAX NUMBER: 312-819-8299

CONTACT PERSON/TITLE: Catherine Hartley, AICP, CNU-A

EMAIL ADDRESS: chartley@benesch.com

ALT CONTACT PERSON/TITLE: Demian Miller, AICP

EMAIL ADDRESS: dmiller@benesch.com

FEDERAL TAX ID NUMBER: 36-2407363

Type Ownership: C Corporation

Submittal for X Parent Company ___ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Tindale Oliver & Associates

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

William L. Ball, AICP, Senior Vice President & Florida Division Manager, 813-825-1105

Ryan Thady, PE, PMP, VMA, Major Projects Lead, 312-890-3677

Present Offices: City/State/Number of personnel for each:
Tampa, Florida - 46 employees

Benesch has 45 additional offices with 850+ additional employees.
Tampa will be the local office performing the work.

SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-05

SUBCONSULTANT/CONTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1. Vrana Consulting 260 Tucker Street Safety Harbor, FL 34695	1. Public Engagement
2. SB Friedman 221 N La Salle Street, #820 Chicago, IL 60601	2. Economic Analysis

OLD NATIONAL
Banking • Wealth Management • Mortgage • Investments
Your bank. For life.™

8750 W. Bryn Mawr Ave.
Suite 1300
Chicago IL 60631

July 20, 2022

To Whom it May Concern:

This letter is to confirm that Alfred Benesch & Company, is a valid client of Old National Bank.

Bank Name:	OLD NATIONAL BANK
Bank Address:	8750 W. Bryn Mawr Ave., Suite 1300 Chicago IL 60631
ABA/Routing #:	086300012
SWIFT CODE:	OLNAUS44
Customer Name:	Alfred Benesch & Company
Account #:	8100536997
Remit to Address:	Alfred Benesch & Company 35 W. Wacker Dr. Suite 3300 Chicago IL 60601

If you have any further questions, please contact me at 773-765-7478.

Thank you,

Sincerely,

Lori Keeney

Lori Keeney
Commercial Banking Specialist
Lori.keeney@oldnational.com

FINANCIAL RESPONSIBILITY STATEMENT

a. Benesch has not ever failed to complete any work awarded, nor have we been removed from any project awarded.

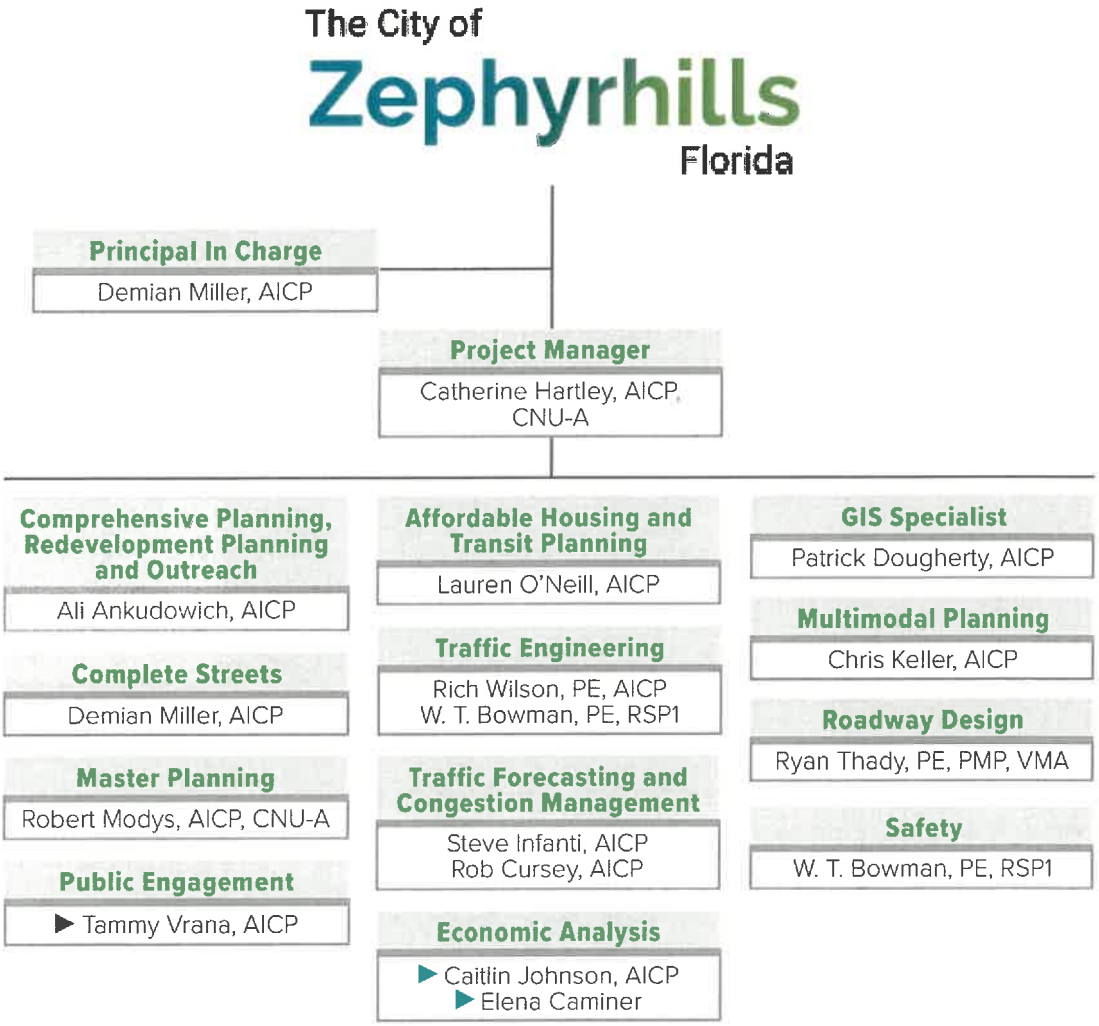
Benesch is a financially secure and stable firm. At the end of each fiscal year we have an auditor perform an independent review of all company financials. This audit is in accordance with standards generally accepted in the United States and requires the auditor to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. For our FY22 fiscal year, FGMK, LLC performed the independent audit and offered opinion that states "In our opinion, the financial statements present fairly, in all material respects, the financial position of Alfred Benesch & Company as of May 29, 2022 and May 30, 2021, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America". A copy of our audited financials is available upon request. Further attestation to the firm's health is Benesch's compliance with all banking covenants and agreements. A statement from the bank is available upon request.

BONDING INFORMATION

b. Benesch does not currently have a bonding agent or company, as it is not required for our services.

5.1.1: TEAM QUALIFICATIONS & EXPERIENCE

Benesch has assembled a team to assist the City with Categories ***2.4 Community Redevelopment Agency (CRA)*** and ***2.5 Planning and Building.***



Subconsultant Legend

- ▶ Vrana Consulting
- ▶ SB Friedman



Catherine Hartley, AICP, CNU-A

Project Manager

Ms. Hartley is an award-winning planner with an uncommon depth and breadth of experience. She has written numerous comprehensive plan and land development code amendments (both Euclidean and form-based) and conducted the overhaul of two land development codes.

- City of Bradenton and Community Development Director - Future Land Use, Conservation/Coastal Management, and Transportation Comprehensive Plan Policies - Bradenton, FL
- Hillsborough County City - County Planning Commission - Community Planning & Redevelopment - Affordable Housing Density Bonus Update
- Coastal Area Action Plan - City of Tampa, FL

Percentage of time committed to this project: 35%

Education
MS, Planning, Florida State University

Years of Experience: 18

Registrations &and Certifications
AICP #20874
CNU-A
Form Based Code Institute Certificate



Demian Miller, AICP

Principal In Charge, Complete Streets

Demian has served as a planner, project manager and Principal-in-Charge on a wide range of transportation planning and engineering projects for city and county governments, MPOs, FDOT and FHWA.

- Town Conversion Concept - Collier County, FL
- Citywide Mobility Plan - City of Sarasota, FL
- Fletcher Avenue Complete Street Design - Tampa, FL
- Bayshore Gateway Triangle Community Redevelopment Plan Update - Collier County, FL
- East Naples Community Development Plan - Collier County, FL
- Coastal Area Action Plan - City of Tampa, FL

Percentage of time committed to this project: 20%

Education
MA, Urban & Regional Planning, University of Florida

Years of Experience: 22

Registrations and Certifications
AICP #021871



Ali Ankudowich, AICP

Senior Planner - Comprehensive Planning, Redevelopment Planning and Outreach

Ali is a Senior Planner who specializes in public outreach, policy, case study and interview-based research to determine best practices and actionable, vetted solutions.

- Community Planning & Redevelopment - Affordable Housing Density Bonus Update - Hillsborough County, FL
- Bayshore Gateway Triangle Community Redevelopment Plan Update- Collier County, FL
- Pinellas Park Comprehensive Plan and Land Development Code Update – Pinellas Park, FL
- East Naples Community Development Plan - Collier County, FL

Percentage of time committed to this project: 50%

Education
MA, Urban & Regional Planning, UCLA

Years of Experience: 6

Registrations and Certifications
AICP #31838
Planetizen Form-Based Code



Lauren O'Neill, AICP

Affordable Housing and Transit Planner

Lauren specializes in community development policy, affordable housing pro forma, GIS modeling and community research and engagement.

- Coastal Action Plan - City of Tampa, FL
- Comprehensive Plan Update - City of Tarpon Springs, FL
- Affordable Housing Density Bonus Update - Hillsborough County, FL
- Ocala/Marion TPO Commitment to Zero
- North Florida TPO Corridor Studies

Percentage of time committed to this project: 50%

Education
MA, Urban & Regional Planning, University of South Florida

Years of Experience: 2

Registrations and Certifications
AICP #34340



Patrick Dougherty, AICP
Senior Planner, GIS Specialist

Patrick has a background in human geography, geographic information systems, spatial analysis and data management, providing expertise in visualizing and analyzing data.

- Hallandale Beach Financial Study - Hallandale Beach, FL
- Hillsborough County Mobility Fee Indexing - Hillsborough County, FL
- Collier County - East Naples Community Development Plan - Collier County, FL
- Uptown Urban Village Land Use Amendment and Form Based Code Master Plan - Ft. Lauderdale, FL

Percentage of time committed to this project: 40%

Education
MA, Urban & Regional Planning, University of South Florida
Years of Experience: 9

Registrations and Certifications
AICP #31949



Rich Wilson, PE, AICP
Traffic Engineering

Mr. Wilson is passionate about enriching communities through his work. He seeks transportation solutions that support economic vitality, preserve the environment and enhance quality of life.

- Vision Zero Action Plan - City of Orlando, FL
- FDOT District 1 - SR 776 Corridor Planning Study - Charlotte County, FL
- Tampa Bay Premium Transit Feasibility Study - Tampa, FL
- Downtown Mobility and Connectivity Study - City of Naples, FL
- Coastal Area Action Plan - City of Tampa, FL

Percentage of time committed to this project: 30%

Education
MS, Civil Engineering, Georgia Institute of Technology
Years of Experience: 10

Registrations and Certifications
Professional Engineer: FL #84377
AICP: #029190



Chris Keller, AICP
Multimodal Planning

Mr. Keller has experience in a wide range of urban and transportation planning issues, including multimodal transportation planning, complete streets, corridor planning and traffic safety.

- Vision Zero Corridor Studies - Hillsborough County, FL
- Bicycle and Pedestrian Plan Update/Complete Streets Implementation Plan/Vision Zero - Sarasota County, FL
- Complete Streets Policy and Implementation Guidance - Hernando and Citrus Counties, FL
- Sarasota/Manatee MPO - US 41 Multi-Modal Emphasis Corridor Gap and Safety Analysis - Sarasota and Manatee Counties, FL

Percentage of time committed to this project: 30%

Education
BA, Geography, University of South Florida
Years of Experience: 14

Registrations and Certifications
AICP #025559



Robert Modys, AICP, CNU-A
Master Planning

Mr. Modys brings refined expertise in the transportation planning process, including public policy, micromobility management, master planning, site planning and public engagement.

- Sarasota-Manatee MPO - 2045 Long Range Transportation Plan - Sarasota and Manatee Counties, FL
- Hillsborough County MPO - Vision Zero Corridor Studies - Hillsborough County, FL
- Polk County TPO - Transit Studies - Polk County, FL
- Broward County Planning Council - Broward County, FL
- Mobility Planning - City of Fort Lauderdale, FL

Percentage of time committed to this project: 30%

Education
BA, Urban & Regional Planning, Florida Atlantic University
Years of Experience: 7

Registrations and Certifications
AICP #31918
CPTED
GIS Certificate



Steve Infanti, AICP

Traffic Forecasting and Congestion Management

Steve is a certified planning professional with experience in transportation planning and GIS applications, including travel demand modeling, geodatabase design and geospatial analysis.

- **Pasco County MPO - Congestion Management Process (CMP) 2020 Update - Pasco County, FL**
- **FDOT District 7 - Intermodal Center Studies for University Area and Wesley Chapel - Tampa, FL**
- **Pasco County MPO - 2045 Long Range Transportation Plan - New Port Richey, FL**

Percentage of time committed to this project: 20%

Education
Graduate Certificate, GIS Applications, Sault College

Years of Experience: 20

Registrations and Certifications
AICP #022648



Rob Cursey, AICP

Traffic Forecasting and Congestion Management

Throughout his professional consulting career, Mr. Cursey has managed and provided technical support for transportation planning projects, including all modes of travel.

- **FDOT District 7 - Intermodal Center Studies for University Area and Wesley Chapel - Tampa, FL**
- **Pasco County MPO - Congestion Management Process (CMP) 2020 Update - Pasco County, FL**
- **FDOT District 4 – City of Sunrise Area-Wide Transportation Needs Assessment – Broward County, FL**

Percentage of time committed to this project: 15%

Education
MA, Geography, Georgia State University

Years of Experience: 32

Registrations and Certifications
AICP #011328



Ryan Thady, PE, PMP, VMA

Roadway Design

Mr. Thady specializes in major transportation projects and brings extensive experience in various DOT designs and procedures, as well as local agency relationships and expertise.

- **Metro Development Group - S.R. 228 and Diamond Timber Trail Intersection Design - City of Jacksonville, FL**
- **Chicago DOT - West Grand Avenue, Damen Avenue to Ogden Avenue, Design - Chicago, IL**
- **Chicago DOT - Damen, Elston, Fullerton Intersection, Planning and Design - Chicago, IL**

Percentage of time committed to this project: 15%

Education
MPM, Project Management, DeVry University

Years of Experience: 25

Registrations and Certifications
Professional Engineer: FL #91981
PMP, VMA



W. T. Bowman, PE, RSP1

Safety, Traffic Engineering

W.T. has served on various safety-focused projects. His experience includes review of high crash segments, conducting Road Safety Audits and developing methodologies for safety improvement.

- **FDOT District 7 - Safety Studies and Minor Design - Tampa Bay, FL**
- **FDOT District 4 - Districtwide Safety Studies/Road Safety Audits**
- **Broward MPO - Commitment 2045 Metropolitan Transportation Plan and Transit Systems Plan - Broward County, FL**
- **4th Street Rezone Traffic Study - City of Sarasota, FL**
- **FDOT District 7 - Bayshore Boulevard Analysis - Tampa, FL**

Percentage of time committed to this project: 15%

Education
BS, Industrial and Systems Engineering, Virginia Tech

Years of Experience: 19

Registrations and Certifications
Professional Engineer: FL #69132
RSP #237



Tammy Vrana, AICP

Public Engagement

vranaconsulting

Tammy brings extensive local knowledge and history of working with Zephyrhills, which will be invaluable on this contract.

- General Planning Support - City of Zephyrhills, Fl
- Five-Year Strategic Plan - City of Zephyrhills, FL
- Sustainability and Resiliency Action Plan - Pinellas County, Fl
- Multi-Use Trail Master Plan - City of Zephyrhills, FL
- Pasco 2050 Comprehensive Plan - Pasco County, FL
- Pasco County MPO, US 301 Transportation and Land Use Vision and Model Land Development Code - Pasco County, FL

Percentage of time committed to this project: 25%

Education
BA, Economic Geography, University of Florida
Years of Experience: 35

Registrations and Certifications
AICP #10477



Caitlin Johnson, AICP

Economic Analysis

SBFRIEDMAN

Caitlin has a background in community and economic development and urban planning. She specializes in redevelopment strategy, focusing on the interplay between transportation and land use.

- Zephyrhills Industrial Corridor Master Plan - City of Zephyrhills, FL
- Comprehensive Plan Update - Pasco County, FL
- City Center Master Plan - Pinellas Park, FL
- CRA Policy Revision - Pinellas County, FL
- TEILS Update - Pinellas County, FL
- Gateway Master Plan - Pinellas County, FL

Percentage of time committed to this project: 25%

Education
MS, City Design & Social Science, London School of Economics
Years of Experience: 8

Registrations and Certifications
AICP #30320



Elena Caminer

Economic Analysis

SBFRIEDMAN

Elena specializes in market feasibility, real estate economics and economic development. She brings expertise in the local area from her role supporting the Pasco County Comprehensive Plan Update.

- Comprehensive Plan - Pasco County, FL
- Target Employment and Industrial Land Study - Pinellas County, FL
- Sixty90 Deal Review - Pinellas County, FL
- Comprehensive Plan Update - Clearwater, FL
- Lowcountry Rapid Transit TOD Plan - Charleston Region, SC
- Central VA Training Center Redevelopment Plan - Lynchburg, VA

Percentage of time committed to this project: 25%

Education
BA, Urban Studies, Barnard College at Columbia University
Years of Experience: 5

Registrations and Certifications
N/A

5.5: WHY SELECT BENESCH?

Benesch is a multi-disciplined engineering and professional services firm. Roads, bridges, schools, parks, communities, land use and multimodal and transit planning are just a few examples of our areas of expertise. We enhance infrastructure and communities across the country – creating spaces and providing connections in ways that make a difference.

As a mid-sized firm, we are nimble enough to remain responsive to client needs, yet large enough to offer exceptional bench strength. As a matter of practice, we look for ways to exercise innovation and resist relying on how things have been done before.

Since 1946, Benesch has successfully completed thousands of planning, design and engineering projects throughout the United States and is currently ranked #100 among the Top 500 Design Firms in the country by Engineering News Record.

We offer the following benefits to the City of Zephyrhills:

Decades of Experience with Pasco County and the City of Zephyrhills: Several of our proposed team members have worked closely with City and County staff on planning projects. Our experience with both agencies spans several decades, giving us an intimate familiarity with your community's needs and challenges. We will be able to incorporate these into community development and redevelopment plans, ensuring that your City has a strong framework to grow within for decades to come.

We Know How to Handle Growth Pressure: We are local to central Florida and we understand how much this area has changed in the last few years alone. We understand that some cities experience difficulty with navigating growth pressure. At Benesch, we have the skills and experience to guide the City of Zephyrhills towards sustainable and equitable growth while still preserving local and cultural integrity.

Form-Based Code and Neighborhood Planning Expertise: Our proposed Project Manager, **Catherine Hartley, AICP, CNU-A** served in a previous role as Planning Director for the City of Bradenton. During her tenure, she administered the City's form-based code. Her expertise in this subject matter will be a crucial element to future plans and development.

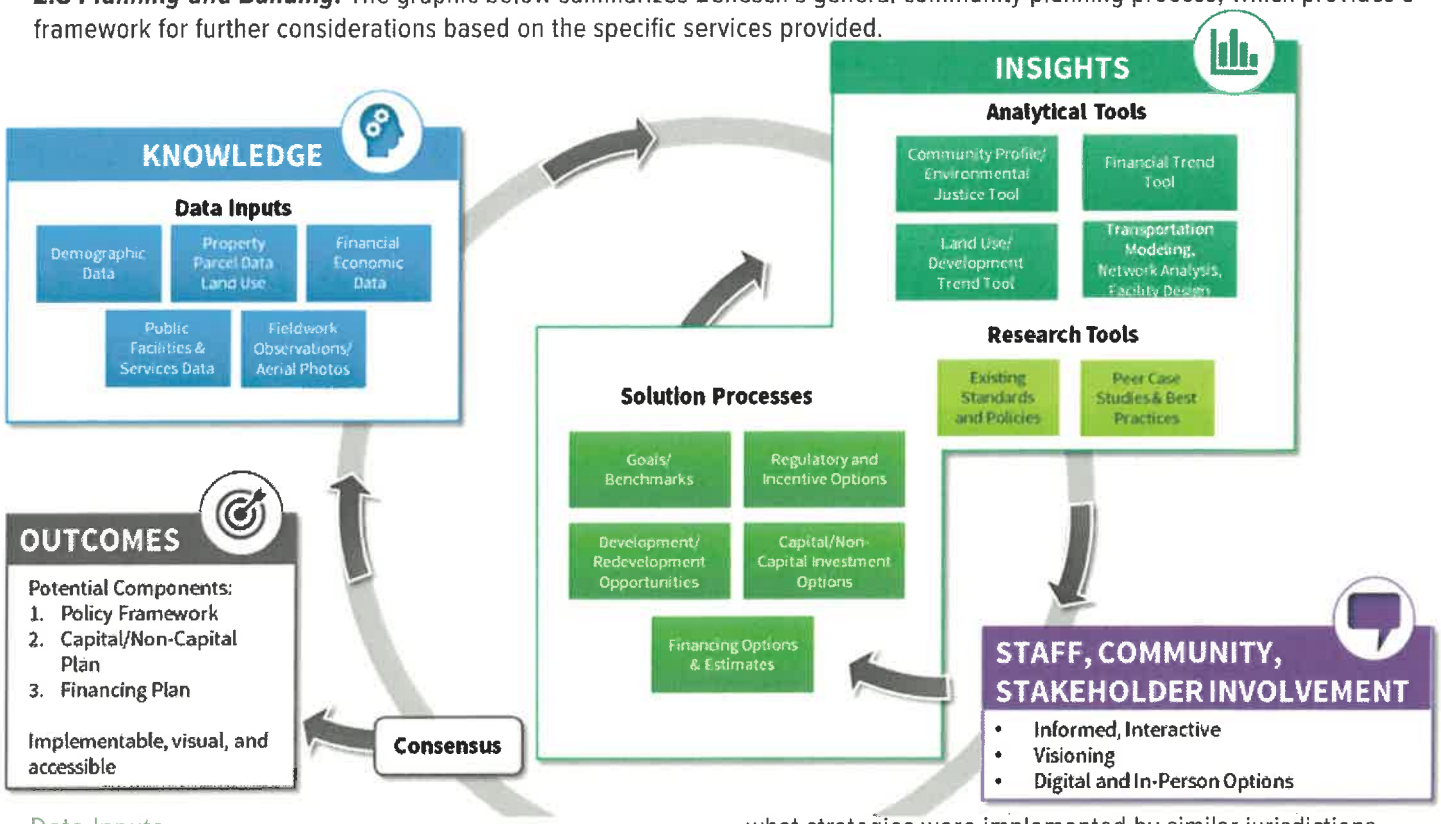




5.6: PROJECT APPROACH & ABILITY TO FURNISH SERVICES

General Project Approach

The following approach is based on assisting the City with Categories ***2.4 Community Redevelopment Agency (CRA)*** and ***2.5 Planning and Building.*** The graphic below summarizes Benesch's general community planning process, which provides a framework for further considerations based on the specific services provided.



Data Inputs

The data we use for projects is comprehensive and has been collected and organized over several decades for many local jurisdictions throughout Florida. Our primary inputs include demographic data on population growth and community and labor characteristics, property parcel data for fine-grained land use and development analysis and financial data to understand a jurisdiction's funding tools and financial landscape.

Analytical & Research Tools

Specialized research tools use our collected data to analyze trends over time, showing historical and projected community growth. We collect standardized data for multiple local jurisdictions to identify and compare similar jurisdictions and establish realistic benchmarks. Data is then categorized by sub-area to show conditions and potential needs for certain areas and populations and account for variability.

Additionally, we review established standards and policies to understand previous and existing goals and the strategies used to achieve them. Further case study research shows what strategies were implemented by similar jurisdictions and which strategies were effective. We have compiled a list of best practices in key areas, such as local affordable housing funding tools and approaches and impact and mobility fees.

This work is compared to state and federal legislation and program requirements, and changes are monitored as they occur. Examples include legislation such as HB 9 (2019) affecting Community Redevelopment Agencies and HBs 7103 (2019) and 1339 (2020) affecting affordable housing.

Staff, Community & Stakeholder Involvement

Our process directly integrates staff, community and stakeholder involvement, as it is a critical component of the planning process. It raises project awareness and provides opportunities for the community to interact and engage with it, whether in-person or digitally. Preliminary analytical findings are provided as a basis for discussion and informed decision-making. Staff, community members and other stakeholders can respond with concerns, suggestions for improvements or goals and priorities to help refine research and analysis as it is completed by the project team. This is also an opportunity to gather further technical and

political input from staff and stakeholders, especially those who are typically underrepresented in public engagement.



Our process directly integrates input from your community.

Solution Processes

Our analytical processes generate data and research findings, bridging them with the goals and priorities of the staff, community and stakeholders. This helps address major considerations of the project, which include the following:

- A unique community vision with attainable benchmarks
- Demographic and workforce trends in population, income/wages, age and other measures that inform housing, economic development and commuter analysis
- Housing trends, such as home values compared to household income, housing types and household size
- Targeted new development opportunities for different uses based on historic development, vacant land characteristics and desirable locations
- Targeted redevelopment opportunities for different uses based on current regulations, age, value and size of existing developments and locations
- Regulatory and incentive options to guide growth, uses and mix of uses, density and specific urban design needs
- Analysis of location and service levels of public facilities and services, such as transportation infrastructure, schools, parks and fire and emergency medical services facilities to determine funding needs
- Options for non-capital programs and investments
- Development and tax base diversity combined with existing and viable funding tools to support options for effective, fair, sustainable and politically feasible funding

Findings are reported to staff, the community and stakeholders to develop options for moving forward. This ensures that the project is oriented towards community values with an attainable vision that accounts for practical considerations.

Outcomes & Quality Control

This process results in implementable policies, capital and non-capital investment options and funding options that are tailored to the City's needs and communicated in graphic-driven products that are accessible for all users. We merge knowledge and insights for valuable outcomes that have dramatic impacts on the future of our clients.

These outcomes are vetted by internal quality assurance/ quality control teams. Benesch requires a ***Project Quality Management Plan (PQMP)*** for all projects, with the intent of identifying the appropriate quality control processes based on a project's needs and providing documentation that those processes have been executed. The PQMP will be developed after the detailed contract scope of services is executed. On a provisional basis, the PQMP will include a technical review of data and each of the project's three major deliverables by a principal associate. The purpose of this review process is to ensure that deliverables are accurate, complete and meet the purpose of the project.

PQMP 3WH Tracker

Division: PA - Lehigh Valley

Project: 00060188.01 E3054 - Part 1 - I-78 Lenhartsville Bridge

Each PQMP includes the plan for identifying what will be checked on the project, at what milestone it will be checked, and how it will be checked (electronic, red/yellow highlights, calculation checks, etc.). The PQMP creator automatically creates a tracking database called the 3WH Tracker (who-what-when-how). (Screenshot, shown left)

What to Check	Who Will Check	Milestone	How to Check	QC Checker			
Environmental Document Components Done By Subconsultant	PM	100%	Electronic check - document with written comments				
Preliminary Drainage Design	PM	90%	Review with project engineer during development			QC Complete	QA Reviewer Approve
Preliminary E&S Plan	PM	90%	R/Y Check			QC Complete	QA Reviewer Approve
Safety Review Submission	PM	90%	In person review meeting			QC Complete	QA Reviewer Approve

Our PQMP process tailors deliverables to your project's needs.

Specific Services Provided

Community Redevelopment Area Services

Benesch: When it comes to Community Redevelopment Area (CRA) Planning, Benesch provides services in urban planning and design, economic development and redevelopment strategies. Our team has experience with formal CRA planning that adheres to the Finding of Necessity and Community Redevelopment Plan requirements in Chapter 163 of the Florida Statutes. The Bayshore/Gateway Triangle Redevelopment Plan in Collier County and the Fort Walton Beach CRA Plan are two examples of our experience with CRA planning. Additionally, team members Ali Ankudowich, AICP and Patrick Dougherty, AICP received CRA Board Certification Training through the Florida Redevelopment Association's Redevelopment Academy in 2019, earning additional knowledge about CRA planning. The Doral

Adaptive Reuse Plan, completed by Benesch team members in 2019, is an example of our approach to the redevelopment of heavy commercial and industrial areas.

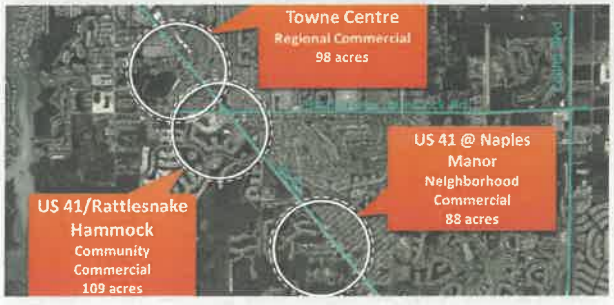
SB Friedman: SB Friedman will provide expertise in economic development and redevelopment strategies, market research and market analysis. This work is reflected in the firm's work on the Industrial Corridor Master Plan for the City of Zephyrhills, and others listed in the Project Experience section.

Planning and Building Services

Community Planning: The Benesch Community Planning Team helps develop framework for the social and built environment by bringing together the residents, employees, elected officials and community stakeholders of the places where we work and live. Our community planning experience includes a blend of policy, design, infrastructure, public finance, and public involvement expertise, including:

- Vision development
- Demographic and socioeconomic analysis
- Scenario planning and analysis
- Activity center and corridor studies
- Neighborhood plans and other small-area plans
- Strategic planning
- Development feasibility studies
- Public facilities and services planning, including schools and parks
- Impact Fees
- Affordable Housing Studies

The East Naples Community Development Plan is an example of an area-specific plan that integrates demographic, land use and parcel data considerations to increase desired commercial uses along US 41 in the community.



Sustainability: We integrate sustainability and resiliency efforts into the majority of our planning processes. Sustainability objectives are a key consideration in the Tarpon Springs Comprehensive Plan Update. Resiliency is also a central part of the Tampa Coastal Area Action Plan, which is currently underway for five different neighborhoods in the City of Tampa.



Sustainability is a core component of our planning work.

Comprehensive Planning: Benesch is intimately familiar with the evolution of Comprehensive Plan requirements in Florida Statutes. Since growth management and planning legislation began in the 1970s, we have followed trends in policy-writing and the increasingly public-facing and user-friendly formats of these plans. Recent examples of our work in this area include Comprehensive Plan updates for the City of Pinellas Park and the City of Tarpon Springs. Proposed Project Manager Catherine Hartley, AICP, CNU-A contributed to Comprehensive Plan amendments during her tenure in public sector planning.

Benesch provided edits to the Collier County Comprehensive Plan and Land Development Code to further promote compact, mixed-use and connected development Smart Growth Town Concept Study for the County's Rural Land Stewardship Area. Proposed Project Manager Catherine Hartley, AICP, CNU-A drafted multiple Comprehensive Plan amendments for various local governments over her career, inlcuding two complete updates.

Permitting and Fees: Benesch provides development reviews and procedural amendments, including concurrency provisions and alternatives in conjunction with our Public Finance team. We provided concurrency and transportation development fee options to Martin and Manatee Counties recently, and reviewed in-depth mobility fee practices for Pasco County. The extensive public sector experience of proposed Project Manager Catherine Hartley lends our team the in-depth knowledge of development review, implementation and administrative processes that are necessary for this contract.

Code Review and Regulation Preparation: Benesch provides land development code reviews and amendments, including form-based codes. Recent projects that provided development code edits included the City of Concord Development Ordinance update, the City of Doral Décor District Action Plan and the Hillsborough County City-County Planning Commission Affordable Housing Density Bonus Update. Project Manager Catherine Hartley also administered the City of Bradenton's form-based code in her previous role as Planning Director for the City.

Public Outreach: Benesch has extensive experience in developing and managing public involvement plans for a variety of projects. Meaningful and effective public engagement is essential to the success of any project, and we understand the importance of integrity, approachability and transparency when working with the public. Incorporating specific programs to focus on engaging a diversity of stakeholders, including under-represented and low-income communities, must always be considered.

We are committed to communicating with the public in a format that makes sense and engages stakeholders in providing meaningful input. This includes a variety of approaches, such as:

- Utility bill mailers and flyers
- Email listservs
- Social media
- Promotional videos
- On-site outreach
- Event-based outreach
- Targeted outreach calls
- Project websites
- Focus groups
- Stakeholder interviews
- Interactive workshops and presentations (virtual, in-person, and hybrid)
- Telephone town halls
- Surveys and polling
- Interactive online mapping
- Education or training programs and materials

Our engagement activities combine education and information to create a shared community knowledge base. Further study and potential solutions are adjusted to incorporate needs, aspirations and additional input from the community and ensure that plans and improvements reflect them.

Examples of our public involvement include a context-sensitive middle housing and commercial development vision development exercise for the City of Tarpon Springs Comprehensive Plan Update.

Transportation & Traffic: We have significant experience with multimodal planning projects throughout Florida, including Pasco County. Our expertise includes:

- Complete streets and streetscape design and implementation
- Greenway and trail planning
- Corridor plans and studies
- Bicycle/pedestrian plans and safety studies
- Travel demand modeling
- Context-sensitive classification
- Traffic counts and roadway service level analysis
- Inventories of bus stops, bicycle facilities, sidewalks, roadway and other infrastructure
- Spatial database development and analysis
- Socioeconomic data analysis and forecasting via the Census, American Community Survey and other sources
- Roadway safety studies and design

We employ innovative concepts in our transportation practice, including the use of technology to perform more accurate and efficient safety analyses.

- We developed a web-based crash data management system that identifies and assesses safety issues and mitigation solutions for FDOT and communities throughout Florida.
- We regularly use mobile devices to collect infrastructure, transit onboard survey and other data with greater accuracy and direct portals to web-based GIS.
- We use mobile device data to assess travel patterns. We previously worked with AirSage, a wireless information and data provider, on the I-75/US-41 Premium Transit Corridor Study for Cobb County, Georgia and the SR-7 Congestion Management and Livability Corridor Study for Broward County MPO to understand travel patterns for better transportation analysis. We recently worked with Replica, a cell-based data analysis service, on similar projects.



We employ innovative concepts in our transportation practice.

Other innovative projects and outcomes from Benesch's transportation work include:

- A challenging plan for a significant service reduction and increased level of service on core routes for the Hillsborough Area Regional Transit (HART) Transit Development Plan (TDP) and Comprehensive Operational Analysis, dubbed Mission Max; measuring job access to major hubs in Hillsborough County was a key element of the analysis.
- Award-winning bicycle and pedestrian mobility projects such as Tampa's Walk-Bike Plan, the Green ARTery Trail Plan, and the Fletcher Avenue Complete Streets Design
- Innovative and award-winning multimodal funding solutions for the Pasco County MPO (Mobility Fee, Penny for Pasco, Tax Increment Financing)
- Bus route and network recommendations from a recent TDP for Concord, North Carolina, in December 2014 that resulted in the system nearly doubling its on-time performance (from <50% to 91%).
- A transit plan for Clayton County, Georgia, and subsequent support that led to the passage of a one-penny sales tax referendum in 2014.
- Resolution of metropolitan planning compliance issues that the Oahu MPO in Hawaii had with the Federal Highway Administration (FHWA).

Grant Writing Support: In 2022 alone, Benesch has found immense success by playing major supporting roles in developing successful grant applications for our clients. In 2022, the U.S. DOT awarded more than $2.2 billion in federal funding as part of the Rebuilding American Infrastructure with Sustainability and Equity—or RAISE—Discretionary Grant Program. Of the 166 projects which received federal funding, three included major support from Benesch staff.

Stormwater Management: Benesch routinely designs stormwater management plans as part of our overall site design services. In addition to stormwater quantity, stormwater quality has become an increasingly more important issue and in many jurisdictions it is now a requirement. We have extensive knowledge of the design and integration of numerous stormwater quality devices. Our experience in this area has given us familiarity with a variety of regulatory entities from the state level to the municipal level. This experience has taught us that an innovative approach is often required, including engineered structural filtration devices.

Vrana Consulting

Tammy Vrana, AICP has 35 years of planning experience spanning land use planning, transportation, and more, including work in various capacities for the City of Zephyrhills over the past two decades. She is adept at working with diverse stakeholders across disciplines to identify community issues and develop practical, consensus-driven solutions. She specializes in community outreach and engagement techniques to inform decision making and build local support for projects. Tammy will provide expertise for the following service areas:

- Comprehensive Planning
- General Planning
- Transportation
- Intergovernmental, Intragovernmental, and Private Sector Coordination
- Public Outreach

6.2 CM/GC: Benesch is familiar with and has been involved in several CM/GC delivery method projects. CM/GC projects face a unique set of challenges in that they require meticulous scheduling, permitting and coordination on an accelerated schedule and our firm has experience leading projects with this delivery method. From environmental/ NEPA and permitting to utility coordination as well as H&H and geotechnical elements, Benesch can provide experts in every area to proactively address conflicts before they burden the schedule. Should this delivery method be utilized by the City, Benesch has the individuals needed to help navigate the process with ease.

5.8: SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS

Adaptive Reuse Area Plan - *City of Doral, FL*

Owner Address:
8401 NW 53rd Terrace
Doral, FL 33166

The City of Doral has experienced significant population and economic growth since incorporating in 2003 (increased 50% between 2010 and 2018), with major residential and mixed-use development taking place in its downtown. Benesch worked with the City to create a plan for the light industrial/heavy commercial area north of downtown to promote adaptive reuse of the area for more commercial establishments and options for long-term, comprehensive redevelopment.

Public investments in infrastructure and adjusting regulations helped set the stage for a successful transition of the Adaptive Reuse Area from primarily industrial to mixed-use and commercial establishments. Outcomes include expanded uses to allow for more retail and services, adjustments to parking standards to accommodate new uses and activities in limited space, allowance and standards for creative signage and public art.



Benesch assisted with planning for the reuse of existing establishments in the area.

Dates of Service
2018 - 2019

Project Cost
$50,000

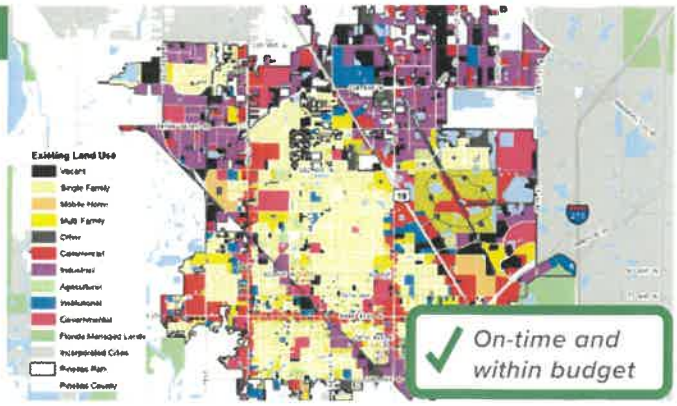
Client Reference
Javier Gonzalez, AICP, CFM
P: 305-593-6630
E: javier.gonzalez@cityofdoral.com

Comprehensive Plan Update - *City of Pinellas Park, FL*

Owner Address:
5141 78th Avenue North
Pinellas Park, FL 33781

The City of Pinellas Park contracted with Benesch to update its Comprehensive Plan, including a first phase of amendments for consistency with countywide rules. The second phase focuses on extensive public and stakeholder outreach to develop a vision that will guide updates to the policy framework, preliminary themes identified to address through the update include support for the City's Community Redevelopment Area planning efforts, improving local transportation connectivity in view of the strong presence of regional roadways in the City and promotion of economic development with consideration of the City's sizable industrial base.

Benesch identified policies to support implementation of community redevelopment area plan, consistent with countywide rules, evaluated opportunities to support regional attractions and development, such as industrial base, to promote the City as a destination and not simply passthrough area. Opportunities to support Complete Streets planning and improvements to local transportation were also reported by Benesch.



Benesch was contracted to update the Comprehensive Plan for Pinellas Park, which included amendments and public outreach.

Dates of Service
2018 - 2022

Project Cost
$200,000

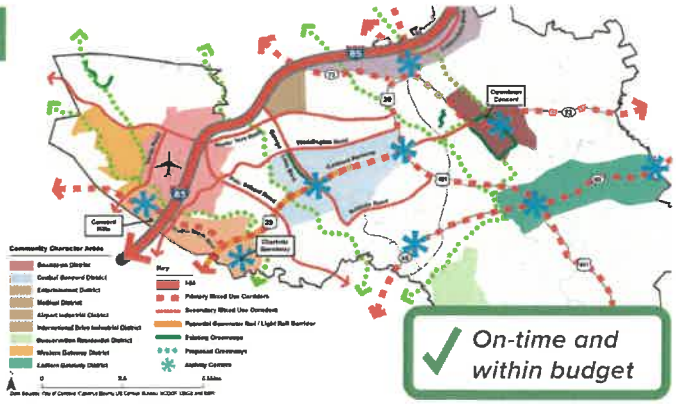
Client Reference
Nick Colonna
P: 727-369-5620
E: NColonna@Pinellas-Park.com

Development Ordinance Update *- City of Concord, NC*

Owner Address:
35 W Cabarrus Avenue West
Concord, NC 28025

Benesch was engaged in 2017 to update and reimagine the Land Use Plan (LUP) for the second largest city in the Charlotte Metropolitan Area. Goals included engaging the community in the planning process in a variety of ways, refocusing the LUP to address future growth challenges and simplifying the plan structure to make it more accessible. Amendments to the City's Land Development Code (Concord Development Ordinance) followed and were initiated in 2018.

Outcomes include a completed growth scenario exercise and Growth Concept map graphic that clearly illustrates areas where growth desired, identified character areas, simplified Future Land Use categories and updated land use map. Benesch developed goals, objectives, policy direction, and implementation matrix to guide future planning efforts during life of plan while supporting a growth vision with complementary land development code updates.



Benesch was hired to update the Land Use Plan for the City of Concord.

Dates of Service
2018 - 2021

Project Cost
$110,781

Client Reference
Kevin Ashley, AICP
P: 704-920-5149
E: ashleyk@concordnc.gov

East Naples Community Development Plan *- Collier County, FL*

Owner Address:
3299 Tamiami Trail East
Naples, FL 34112

Benesch, in collaboration with Quest Corporation of America and PlusUrbia, helped the community refine its vision for the area and provided additional guidance for future land uses and development, particularly to increase desired commercial uses. Other aims of the plan included providing an inventory of community assets and services and options to promote multi-modal transportation.

Benesch completed land use and development analysis over time using parcel data and mapping tools, compared residential and non-residential development patterns between study area and unincorporated county to create benchmarks for commercial development efforts and facilitated community outreach/engagement to understand community priorities regarding approaches to and locations for increasing commercial development. Benesch developed land use concepts, including renderings and recommendations for uses, design/zoning considerations, and implementation, to guide potential increases in commercial uses in coordination with approaches/locations desired by the community.



Opportunities for commercial development and redevelopment are concentrated along US-41 in the project area.

Dates of Service
February 2020 - December2020

Project Cost
$173,563

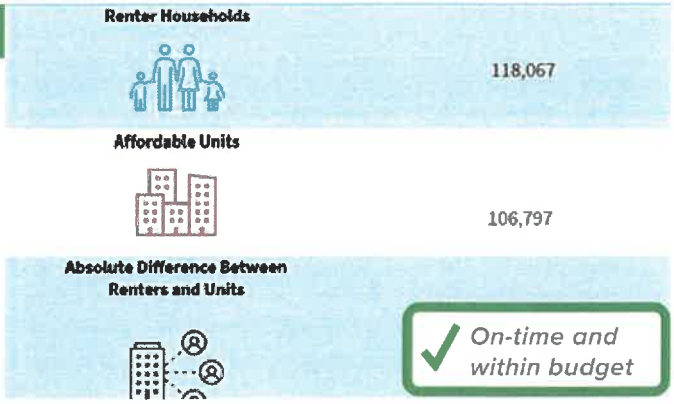
Client Reference
Michele Mosca, AICP
P: 239-252-2466
E: Michele.Mosca@colliercountyfl.gov

Affordable Housing Density Bonus - *Hillsborough County, FL*

Owner Address:
601 East Kennedy Blvd
Doral, FL 33602

Hillsborough County experienced 42% population growth from 2000 to 2019. Unincorporated Hillsborough County in particular has grown the most, with over 22% growth in population from 2000 to 2019. There is a shortage of affordable units for those making 80% or less of the Area Median Income (AMI) with a current gap of 11,270 units needed, which is projected to triple over the next 20 years.

Recommendations included increased income eligibility thresholds for affordable units, relaxed rent limits, increased density bonus allowances, the use of an administrative approval process and the use of new Florida Statute changes (HB 7103, 2019) to waive up to 100% of impact fees for affordable developments. Better utilization of the density bonus program was recommended as an incentive to increase the development of affordable housing.



Hillsborough County is one of the fastest growing counties in the state.

Dates of Service
2021 - 2022

Project Cost
$75,000

Client Reference
Jennifer Malone
P: 813-582-7324
E: malonej@plancom.org

Sustainability & Resiliency Action Plan - *Pinellas County, FL*

Owner Address:
400 S Ft. Harrison Ave
Clearwater, FL 33756

Pinellas County developed its first comprehensive Sustainability and Resiliency Action Plan, which will set the foundation for all County sustainability and resiliency policies and initiatives. Along with environmental considerations, the action plan will prioritize the economic and social case for environmental stewardship, community resiliency, hazard mitigation and climate change adaptation, including cost savings and economic opportunity.

Vrana Consulting led the external stakeholder engagement tasks including preparation of the engagement strategy and community opinion survey, performing community outreach to diverse populations and geographic communities and establishing a Sustainability and Resiliency Advisory Committee for plan development and implementation.



Vrana Consulting assisted with the strategic plan, which received the FAPA award in 2012.

Dates of Service
September 2020 - August 2022

Project Cost
$19,000

Client Reference
Hank Hodde, CFM, ENV SP
P: 727-464-3485
E: hhodde@co.pinellas.fl.us

Pinellas Gateway Master Plan - Pinellas County MPO

Owner Address:
310 Court Street
Clearwater, FL 33756

The $1 million multi-jurisdictional partnership sought to create a vibrant, livable sector of mid county that will be highly attractive for employment and offers a range of safe, convenient travel options for residents, workers and visitors. The 30-square mile planning area is Pinellas County's primary economic engine and has a broad mix of land uses and potential redevelopment sites.

Vrana Consulting performed two roles in the 18-month project: facilitating community engagement and serving as local liaison to the project team. A 30+ member Study Management Team was convened quarterly to explore issues, including regional transportation connections, multi-modal mobility, TOD, industrial redevelopment, affordable housing and resiliency and inform project decision making. Public engagement was performed through workshops, focus groups, one-on-one interviews, presentation meetings and a project website.



Vrana Consulting facilitated community engagement meetings for this Master Planning project.

Dates of Service
April 2018 - November 2019

Project Cost
$30,000

Client Reference
Chelsea Favero, AICP
P: 727-464-5644
E: cfavero@co.pinellas.fl.us

2050 Comprehensive Plan Update - Pasco County, FL

Owner Address:
8731 Citizens Drive
New Port Richey, FL 34654

SB Friedman provided support to the Pasco County 2050 Comprehensive Plan by evaluating the market conditions and dynamics that influence investment for retail, office, industrial, and hotel uses. The study provided a better understanding of countywide development potential and how Pasco County compares to other counties within the region.

SB Friedman worked with Pasco County to provide analyses that informed the County's 2050 Comprehensive Plan. Their analysis examined trends in demographics, employment and real estate within a broader scope of regional population growth, job growth and commuting patterns. The briefing book breaks down spatial and historical patterns of investment and broader market trends. The analysis informs a set of key findings on development potential within the county that can help set priorities and strategies for the county. The graphics-oriented deliverable provides detailed data visuals, including maps, charts, and property profiles.



SB Friedman supported the 2050 Comprehensive Plan Update for Pasco County, FL.

Dates of Service
February 2021 - October 2021

Project Cost
$134,000

Client Reference
Valerie Brookens
P: 727-847-8140
E: vbrookens@pascocountyfl.net

Industrial Corridor Master Plan - *City of Zephyrhills, FL*

Owner Address:
5335 8th Street
Zephyrhills, FL 33542

SB Friedman conducted a market assessment as part of an industrial corridor master planning process for the City of Zephyrhills in Pasco County, Florida. Their assessment informed planning for industrial and other commercial land uses with the goal of expanding industrial businesses and creating high-quality jobs in southeast Pasco County.

The City of Zephyrhills received a community planning technical assistance grant from the State of Florida to help foster a vibrantcommunity and grow the City's employment base. With the grant, the City engaged the SB Friedman team to assess market potential for industrial, office and retail land uses within a primarily industrial corridor adjacent to the City's municipal airport. They analyzed historical and recent spatial patterns of development in the region, reviewed market data and assessed the corridor's position in the market.



SB Friedman conducted market research for this Master Plan, which was completed in 2019.

Dates of Service
December 2018 - March 2019

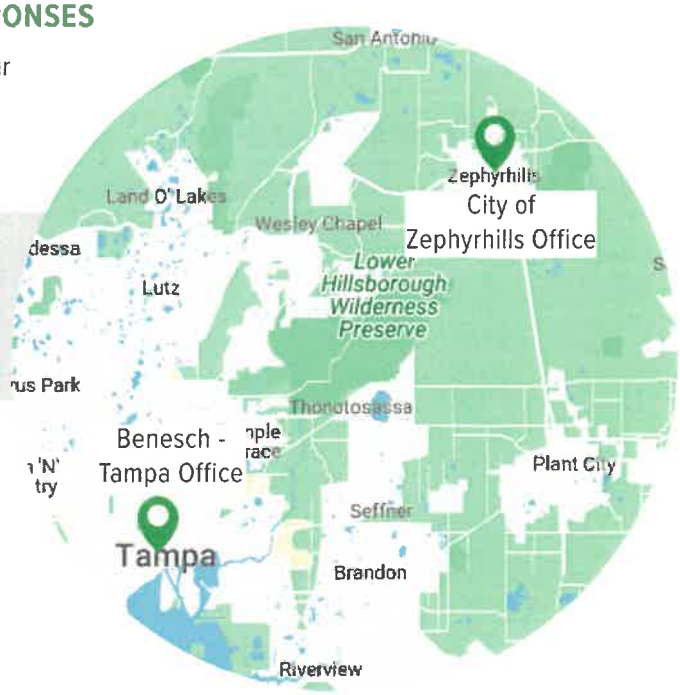
Project Cost
$31,000

Client Reference
Todd Vande Berg
P: 813-780-0006
E: tvandeberg@ci.zephyrhills. fl.us

5.9: EFFECT OF TEAM LOCATION ON PROJECT RESPONSES

Our proposed project team is based in Tampa, just under an hour away from the City of Zephyrhills. This allows us to have a rapid response time to project demands.

Benesch - Tampa Office
1000 North Ashley Drive
Suite 400
Tampa, FL 33602



Our Tampa office will be the local office performing work for the City of Zephyrhills, with additional support from subconsultants who are local to the area.

Below is a table featuring each team member and their respective locations:

Team Member	Role	Location
Catherine Hartley, AICP, CNU-A	Project Manager	Tampa, FL
Demian Miller, AICP	Principal In Charge, Complete Streets	Tampa, FL
Ali Ankudowich, AICP	Senior Planner - Comprehensive Planning, Redevelopment Planning and Outreach	Tampa, FL
Lauren O'Neill, AICP	Affordable Housing and Transit Planner	Tampa, FL
Patrick Dougherty, AICP	Senior Planner, GIS Specialist	Tampa, FL
Rich Wilson, PE, AICP	Traffic Engineering	Tampa, FL
Chris Keller, AICP	Multimodal Planning	Tampa, FL
Robert Modys, AICP, CNU-A	Master Planning	Tampa, FL
Steve Infanti, AICP	Traffic Forecasting and Congestion Management	Tampa, FL
Rob Cursey, AICP	Traffic Forecasting and Congestion Management	Tampa, FL
Ryan Thady, PE, PMP, VMA	Roadway Design	Tampa, FL
W. T. Bowman, PE, RSP1	Safety, Traffic Engineering	Tampa, FL
Tammy Vrana, AICP	Public Engagement	Tampa, FL
Caitlin Johnson, AICP	Economic Analysis	Tampa, FL
Elena Caminer	Economic Analysis	Tampa FL

RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS
Business References (For Similar Program/Projects)
(Max 10 references and 3 pages) **SAMPLE COPY**

Company Name Benesch
Project Title Adaptive Reuse Area Plan — Project Location Doral, FL
Project Description Planning
Project Start: 2018 — Project Completion Date 2019
Owner Name City of Doral, FL
Owner Address 8401 NW 53rd Terrace, Doral, FL 33166
Phone Number and **Email** Javier Gonzalez, AICP, CFM - 305-593-6630, E: javier.gonzalez@cityofdoral.com
Project Amount $50,000
Services completed in Budget? Yes X No__ Why?_____
Services completed on time? Yes X No__ Why?_____

Company Name Benesch
Project Title Comprehensive Plan Update — Project Location Pinellas Park, FL
Project Description Comprehensive Planning
Project Start: 2018 — Project Completion Date 2022
Owner Name City of Pinellas Park, FL
Owner Address 5141 78th Avenue North, Pinellas Park, FL 33781
Phone Number and **Email** Nick Colonna - 727-369-5620, ncolonna@pinellas-park.com
Project Amount $200,000
Services completed in Budget? Yes X No__ Why?_____
Services completed on time? Yes X No__ Why?_____

Company Name Benesch
Project Title Development Ordinance Update — Project Location Concord, NC
Project Description Legislation Update
Project Start: 2018 — Project Completion Date 2021
Owner Name City of Concord, NC
Owner Address 35 W Cabarrus Avenue West, Concord, NC 28025
Phone Number and **Email** Kevin Ashley, AICP - 704-920-5149, ashleyk@concordnc.gov
Project Amount $110,781
Services completed in Budget? Yes X No__ Why?_____
Services completed on time? Yes X No__ Why?_____

Company Name Benesch
Project Title Community Development Plan — Project Location Collier County, FL
Project Description Community Planning
Project Start: February 2020 — Project Completion Date December 2020
Owner Name Collier County, FL
Owner Address 3299 Tamiami Trail East, Naples, FL 34112
Phone Number and **Email** Michele Mosca, AICP - 239-252-2466, michele.mosca@colliercountyfl.gov
Project Amount $173,563
Services completed in Budget? Yes X No__ Why?_____
Services completed on time? Yes X No__ Why?_____

RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS
Business References (For Similar Program/Projects)
(Max 10 references and 3 pages) **SAMPLE COPY**

Company Name Benesch
Project Title Affordable Housing Density Bonus — Project Location Hillsborough County, FL
Project Description Community Study
Project Start: 2021 — Project Completion Date 2022
Owner Name Hillsborough County
Owner Address 601 East Kennedy Boulevard, Tampa, FL 33602
Phone Number and **Email** Jennifer Malone - 813-582-7324
Project Amount $75,000
Services completed in Budget? Yes X No__ Why?_____
Services completed on time? Yes X No__ Why?_____

Company Name Vrana Consulting, Inc
Project Title Pinellas Gateway Master Plan — Project Location Pinellas County, FL
Project Description Community Engagement
Project Start: April 2018 — Project Completion Date November 2019
Owner Name Pinellas County MPO
Owner Address 310 Court Street, Clearwater, FL 33756
Phone Number and **Email** Chelsea Favero, AICP - 727-464-5644, cfavero@co.pinellas.fl.us
Project Amount $30,000
Services completed in Budget? Yes X No__ Why?_____
Services completed on time? Yes X No__ Why?_____

Company Name Vrana Consulting, Inc
Project Title Sustainability & Resiliency Action Plan — Project Location Pinellas County, FL
Project Description Community Engagement
Project Start: September 2020 — Project Completion Date August 2022
Owner Name Pinellas County
Owner Address 400 S. Ft. Harrison Avenue, Clearwater, FL 33756
Phone Number and **Email** Hank Hodde, CFM, ENV SP - 727-464-3485, hhodde@co.pinellas.fl.us
Project Amount $19,000
Services completed in Budget? Yes X No__ Why?_____
Services completed on time? Yes X No__ Why?_____

Company Name SB Friedman
Project Title Industrial Corridor Master Plan — Project Location Zephyrhills, FL
Project Description Market Assessment
Project Start: December 2018 — Project Completion Date March 2019
Owner Name City of Zephyrhills
Owner Address 5335 8th Street, Zephyrhills, FL 33542
Phone Number and **Email** Todd Vande Berg - 813-780-0006, tvandeberg@ci.zephyrhills.fl.us
Project Amount $31,000
Services completed in Budget? Yes X No__ Why?_____
Services completed on time? Yes X No__ Why?_____

RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS
Business References (For Similar Program/Projects)
(Max 10 references and 3 pages) **SAMPLE COPY**

Company Name SB Friedman

Project Title 2050 Comprehensive Plan Update
Project Location Pasco County, FL
Project Description Market Assessment
Project Start: February 2021
Project Completion Date October 2021
Owner Name Pasco County
Owner Address 8731 Citizens Drive, New Port Richey, FL 34654
Phone Number and **Email** Valerie Brookens - 727-847-8140, vbrookens@pascocountyfl.net
Project Amount $134,000
Services completed in Budget? Yes X No__ Why?_____
Services completed on time? Yes X No__ Why?_____

Benesch's engineering license is held through ***Vice President Ryan Thady, PE, PMP, VMA*** - below is his certificate.

State of Florida

Board of Professional Engineers

Whereas, **Ryan Matthew Thady** has shown competency and fitness to practice Professional Engineering and has complied with all requirements of the Board of Professional Engineers; therefore by virtue of the powers vested in said Board by the State of Florida, the Florida Board of Professional Engineers hereby issues this certificate of licensure numbered 91981 to practice Professional Engineering in the State of Florida as provided by the laws of the state and subject to the powers as vested in said Board.

In Testimony Whereof, Witness the signature of the Chair and Vice Chair under the seal of the Board this 28th day of July, 2021.

C Kevin Fleming
Chair

Scott R Drury
Vice Chair

Audit No: 320441

FBPE

State of Florida
Department of State

I certify from the records of this office that ALFRED BENESCH & COMPANY is an Illinois corporation authorized to transact business in the State of Florida, qualified on February 19, 2013.

The document number of this corporation is F13000000785.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 21, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of February, 2021

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 6609096140CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

certifies that Alfred Benesch & Company 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.

William J Ball
Bidder's Signature

September 30, 2022
Date

PUR062.036
re. 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05

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 William L. Ball, AICP, Senior Vice President, Florida Division Manager
(print individual's name and title)

for Alfred Benesch & Company
(print name of entity submitting sworn statement)

whose business address is
1000 N Ashley Drive, Suite 400

Tampa, FL 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 36-2407363

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

signing this sworn statement:_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

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

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

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

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

_____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.

William T Ball
(Signature)

Sworn to and subscribed before me this 26th day of September, 20__.

Personally known X

Or Produced identification _____

Notary Public – State of Florida

Christina M. Gomez

My commission expires 3/31/2026

(Type of Identification)

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

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

Addenda Receipt Acknowledgment
35-22-05

Addendum # 1 Date September 16, 2022 Initials

Addendum # 2 Date September 27, 2022 Initials

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

William J Ball September 26, 2022

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT
35-22-05

State of Florida
County of Hillsborough

William L. Ball, AICP, being first duly sworn, deposes and says that he/she is

Alfred Benesch & Company, 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.

William L Ball
Officer

Alfred Benesch & Company *(Company Name)*

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 26th day of September

by
William L. Ball, AICP
Senior Vice President, Florida Division Manager *(name and title of corporate officer)*
of Alfred Benesch & Company *(Name of Corporation),*
a Chicago, Illinois *(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.

Christina M. Gomez *(Signature line for notary public)*

Christina M. Gomez *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: 3/31/2026
Serial number, if any _____

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: Alfred Benesch & Company

Authorized Signature: William T Ball

Title: Senior Vice President, Florida Division Manager

Date: September 30, 2022

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: Alfred Benesch & Company

Authorized Signature: William T Ball

Title: Senior Vice President, Florida Division Manager

Date: September 30, 2022

Benesch proposes the following changes be made to the contract, but is open to negotiating with the City on these terms:

RFQ – PG.1 - CERTIFICATION

- **2nd sentence:** *"I ~~agree to all conditions of this Bid/Proposal and~~ certify that I am ..."*
  Explanation: Benesch can agree to the certification as modified due to taking exceptions to provisions therein.

RFQ – SECTION 1

- **1.12 Compliance with Applicable Law:** *"The laws of the State of Florida shall govern the agreement. Comply with all applicable and non-conflicting federal, state, ... performed there under. Conduct no activity ... that is unlawful or offensive. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order, or decree applicable to the Services, the Firm will immediately report such discrepancy or inconsistency to the City and will conform the Services to any orders or instructions issued by the City."*
  Explanation: Benesch can agree to comply with all applicable and non-conflicting laws and can notify the City in the event a discrepancy or inconsistency is discovered.

- **1.14 Indemnity:** *"The firm shall defend, indemnify ... the City of Zephyrhill's officers, ~~agents,~~ and ... from and against ~~all~~ claims, ... and court costs to the extent caused by ~~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)~~, ... obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. In regard to claims and causes of action arising out of the firm's performance of professional services, it is expressly agreed by the City of Zephyrhills and the firm, that the firm's duty to defend shall mean only the reimbursement of the City's attorneys' fees and costs once it has been determined to the extent that such were caused by the negligent acts or omissions of the firm."*
  Explanation: Revision is requested via the use of *"to the extent caused by"* so that the firm is only liable for its proportionate fault. Further, Florida Statutes prohibits intermediate indemnity. Lastly, the firm's duty to defend should only be applicable post-adjudication.

- **1.14 Insurance:** *" ... Comprehensive General Liability insurance with minimum policy limits of $1,000,000 per occurrence and in the aggregate; ~~and~~ Worker's Compensation insurance per statutory requirement; and, ~~including~~ Employer Liability insurance (1) $1,000,000 bodily injury by accident – each accident, (2) $1,000,000 bodily injury by disease – each employee, and (3) $1,000,000 bodily injury by disease – policy limit~~, with minimum policy limit of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) combined Single Limits~~, ... and will provide ~~endorsed~~ certificates of insurance ... evidencing such coverage, and shall include~~naming~~ the City of Zephyrhills as an ~~a named,~~ additional insured~~, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies~~. Certificates of insurance ~~and certified copies of these insurance policies~~ must accompany ... or self-insurance, available to the City of Zephyrhills with respect to the City of Zephyrhills as an additional insured, and that ..."*
  Explanation: The revisions shown reflect appropriate underwriting for the Comprehensive General Liability, Worker's Compensation, and Employer's Liability insurance policies. Further, certificates of insurance are not endorsed. In addition, the City can be included as an additional insured on the firm's insurance policies where additional insured status is allowable. Lastly, certificates of insurance evidencing insurance coverages and amounts are provided in lieu or certified copies of the insurance policies themselves.

- **1.15 Termination (Cause and/or Convenience) / letter a.:** *"... and (2) an opportunity for consultation with the terminating party prior to termination. In the event of termination for cause, the defaulting party shall have an opportunity to cure any specified deficiencies within a reasonable time (no less than seven (7) days) of receipt of the termination notice."*
  Explanation: The defaulting party should have an opportunity to cure any deficiencies prior to termination of the agreement.

- **1.15 Termination (Cause and/or Convenience) / add new letter g.:** *"Neither the firm nor the firm's subconsultants shall be responsible for errors or omissions in documents which are incomplete as the result of an early termination under this Agreement."*
  Explanation: The firm and its subconsultants should not be held liable for errors or omissions in incomplete documents if the firm and its subconsultants are deprived of completing the documents in whole due to termination for cause or convenience.

RFQ – SECTION 2

- **2.6 ADDITIONAL REQUIREMENTS / 2.6.3:** *"The City places significant value on ~~high~~ quality work and performance in accordance with the firm's respective industry standard of care, ..."*
  Explanation: The use of *"high quality"* elevates the firm's respective industry recognized standard of care which the firm's respective industry standard of care is the measurement for performance of professional services.

RFQ – ATTACHMENT D: Use and Disclosure of Proposal Information

- **Paragraph 6 (pgs. 17 & 18):** *"City ~~shall have~~ will notify the applicant promptly of ..."*
  Explanation: It's assumed this is a typo. If the intent, however, is for two different statements, please advise on how the statements should read.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

1. The prospective Vendor, Alfred Benesch & Company, 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: Alfred Benesch & Company
Name of Company – Please Print

Signature: William L Ball
Authorized Company Representative

Name/Title: William L. Ball, AICP, Senior Vice President, Florida Division Manager

Address: 1000 N Ashley Drive, Suite 400
Tampa, FL 33602

Date: September 30, 2022

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS**.

William L Ball
Authorized Signature

September 30, 2022
Date

William L. Ball, AICP
Printed Name

Alfred Benesch & Company
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 7th day of October A.D. 2022

(Seal) By: Scott Smith, ESQ

Title: General Counsel, Senior Vice President

ALFRED BENESCH & COMPANY CORPORATE SEAL ILLINOIS





Request for Qualifications
City of Zephyrhills

Professional Services - CRA, Planning and Public Works | 35-22-05

October 7, 2022

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City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works
RFQ DEADLINE: September 30, 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: 74-1817951

Required Documents:

- [x] **Cover Page, Pg 1**
- [x] **Applicant Firm Sheet, Pg 27**
- [x] **SubConsultant/Contractor, Pg 29**
- [x] **Public Entity Crimes, Pg 33**
- [x] **Addenda Receipt Acknowledgement, Pg 35**
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- [x] **RFQ Response Form, Pg 3**
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- [x] **Debarment, Pg 39**
- [x] **RFQ Acceptance, Pg 40**
- [x] **Business Tax Receipt and Licenses, etc**
- [x] **Drug Free WorkPlace, Pg 31**

FIRM NAME: BGE, Inc.

SUBMITTER'S NAME/TITLE: James Kelley, PE | Director, Land/Site Development - Tampa

ADDRESS: 2203 North Lois Avenue, Suite G300, Tampa, Florida 33607

TELEPHONE NUMBER 813-848-0901 FAX N/A

EMAIL ADDRESS jkelley@bgeinc.com

Firm Representative Signature: James Kelley Date October 7, 2022

Notary or Corporate

ANGELA ADAMS
Notary Public
State of Florida
Comm# HH187304
Expires 10/17/2025

SUBMIT RESPONSE TO:		REQUEST FOR QUALIFICATIONS
CITY OF ZEPHYRHILLS VIA: BIDNETDIRECT.COM CUST NUMBER: 800-835-4603 BETWEEN 8 A.M-8 P.M.		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

PROPOSAL DOCUMENTS MAY BE OBTAINED AT

BIDNETDIRECT.COM

5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department

PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE	PROPOSAL RESPONSES OPENING DATE/TIME
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works	SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.

PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None

DATE: NONE SCHEDULED **TIME:**

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:
BGE, Inc.
2203 North Lois Avenue, Suite G300, Tampa, Florida 33607

TELPHONE NUMBER: 813-848-0901

EMAIL ADDRESS: rrandermann@bgeinc.com

If returning as a "NO" state reason:

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 Coompany 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 Zephyrills. 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
74-1817951

X

AUTHORIZED SIGNATURE
Randy Randermann, PE | Southeast Region Operations Leader

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 30 day of September, 2022

Personally known: ☑ Or produced identification: ☐

Type of ID:

Notary Signature

Florida
State

My commission expires: 10/17/2025

AFFIX NOTARY STAMP BELOW

ANGELA ADAMS
Notary Public
State of Florida
Comm# HH187304
Expires 10/17/2025

BONDS

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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BGE, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10777 Westheimer, Suite 400

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, TX 77042

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 4 - 1 8 1 7 9 5 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-1-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

APPLICANT FIRM

Project Title

Professional Services - City Wide for CRA, Planning and Public Works

Applicant Firm Name

BGE, Inc.

Address

2203 North Lois Avenue, Suite G300, Tampa, Florida 33607

Phone Number

813-848-0901

Fax Number

N/A

Contact Person and Email

Alexander Hulbert | Project Manager
ahulbert@bgeinc.com

Alternative Contact Person and Email

James Kelley, PE | Director, Land/Site Development - Tampa
jkelley@bgeinc.com

Federal Tax ID Number

74-1817951

Type Ownership

Corporation

Submittal for

Branch Company

Former Parent Companies

BGE does not have a former parent company.

Name/Title/Phone Number of Two Principals

- Lee C. Lennard | President | 281-558-8700
- Randy Randermann, PE | Senior Vice President, Southeast Region Operations Leader | 281-558-8700

Present Offices / Number of Personnel

- **Sarasota, Florida: 8**
- **Tampa, Florida: 15**
- **Vero Beach, Florida: 8**
- **Jacksonville, Florida: 2**
- **Fayetteville, Arkansas: 11**
- **Monticello, Arkansas: 3**
- **Atlanta, Georgia: 24**
- **Charlotte, North Carolina: 29**
- **Raleigh, North Carolina: 11**
- **Austin (North), Texas: 96**
- **Austin (South), Texas: 60**
- **Dallas, Texas: 18**
- **Fort Worth, Texas: 40**
- **Frisco, Texas: 128**
- **Houston, Texas: 327**
- **Katy, Texas: 53**
- **San Antonio, Texas: 69**
- **The Woodlands, Texas: 28**
- **Waco, Texas: 12**
- **Yoakum, Texas: 3**

SUBCONSULTANT/FIRM DATA SHEET

Subconsultant/Construction Firms

Firm Name	Address	Services to be Provided
Perry Becker Design	3657 Maguire Blvd #150 Orlando, FL 32803	Landscape Architecture
Dewberry	2201 Cantu Court, Suite 107 Sarasota, FL 34232	Survey Mapping

FINANCIAL RESPONSIBILITIES

Banking Reference

Allegiance
Christy Tabor | Assistant Office Manager
6363 Woodway Dr., Suite 100
Houston, Texas 77057
281-894-3242 | Direct
281-517-8740 | Main
713-706-3661 | Fax
NMLS# 451312
christy.tabor@allegiancebank.com

Failure to Complete

BGE has never failed to complete any work awarded to it or been removed from any project.

Bonding Company/Agent

BGE does not use a bonding company, as an engineering firm, but below is the contact information for our Professional Liability Insurance company:

USI Southwest
9811 Katy Freeway, Suite 500
Houston, Texas 77024
713-490-4600

BUSINESS REFERENCES

Company Name: Gateway Downtown Prop, Inc.

Project Title: Gateway Subdivision MPUD
Project Location: Zephyrhills, Florida
Project Start | Completion Date: May 2021 | December 2021
Project Description: An infill form-based code inspired residential subdivision with commercial elements.
Owner Name: Earl Young, Clyde Biston
Owner Address: 5335 8th Street, Zephyrhills, FL 33542
Phone Number and Email Address: 813-476-4253; earlinatod@gmail.com
Project Amount: $1,200,000+/- (Construction Estimate)
Services Completed in Budget: Yes
Services Completed on Time: Yes

Company Name: Island 301, Inc.

Project Title: Island 301 Outparcel 1
Project Location: Zephyrhills, Florida
Project Start | Completion Date: July 2021 | September 2022
Project Description: Commercial strip plaza developed on an out parcel for a master commercial parcel.
Owner: Santo Carollo
Owner Address: 5335 8th Street, Zephyrhills, FL 33542
Phone Number and Email Address: 727-410-6306; santo@olproducts.com
Project Amount: $2,100,000+/- Construction
Services completed in Budget: Yes
Services completed on Time: Yes

Company Name: RDPD IV, LLC

Project Title: Wilson Townhomes
Project Location: Zephyrhills, Florida
Project Start | Completion Date: July 2022 | November 2023 (estimated)
Project Description: An infill townhome subdivision adjacent to public school and commercial centers.
Owner: Chad Pettinato
Owner Address: PO Box 566, Zephyrhills, FL 33539
Phone Number and Email Address: 813-778-11840; chadp.phs@gmail.com
Project Amount: $4,100,000+
Services completed in Budget: Project is ongoing
Services completed on time: Project is ongoing

Company Name: Manatee County Property Management Department

Project Title: G.T. Bray Park Improvements (Baseball, Softball, Football & Soccer Areas)
Project Location: Manatee County, Florida
Project Start | Completion Date: March 2020 | March 2021
Project Description: BGE provided final design, permitting, and construction administration services for improvements within the existing G.T. Bray Park for Manatee County Government.
Owner Name: Manatee County Property Management Department
Owner Address: 1112 Manatee Avenue West, Suite 800, Bradenton, FL 34205
Phone Number and Email: 941-749-3003; tom.yarger@mymanatee.org
Project Amount: $3,941,000
Services Completed in Budget: Yes
Services Completed on Time: Yes

Company Name: Manatee County Property Management Department

Project Title: Blackstone Park Improvements
Project Location: Manatee County, Florida
Project Start | Completion Date: January 2019 | April 2020
Project Description: BGE provided final design, permitting, and construction administration services for improvements within the existing Blackstone Park for Manatee County Government.
Owner Address: 1112 Manatee Avenue West, Suite 800, Bradenton, FL 34205
Phone Number and Email: 941-749-3003; tom.yarger@mymanatee.org
Project Amount: $3,941,000
Services Completed in Budget: Yes
Services Completed on Time: Yes

Company Name: Sarasota County

Project Title: Sarasota County Fire Station #8
Project Location: Sarasota County, Florida
Project Start | Completion Date: September 2019 | December 2020
Project Description: BGE provided rezone, final design, permitting, LEED support, and construction administration services for the site work associated with a new 12,380 sf fire station building and 6,757 sf special operations building for Sarasota County Government.
Owner Name: Sarasota County
Owner Address: 4000 S. Tamiami Trail Venice, FL 34293
Phone Number and Email: 941-549-4549; khumphre@scgov.net
Project Amount: $5,600,000
Services Completed in Budget: Yes
Services Completed on Time: Yes

Company Name: Manatee County Property Management Department

Project Title: Manatee County EMS Station 10
Project Location: Manatee County, Florida
Project Start | Completion Date: August 2022 | TBD
Project Description: BGE provided final design and permitting services for the site work associated with a new 5,000± sf EMS Station 10 building for Manatee County Government.
Owner Name: Manatee County Property Management Department
Owner Address: 1112 Manatee Avenue West, Suite 800, Bradenton, FL 34205
Phone Number and Email: 941-749-3003; tom.yarger@mymanatee.org
Project Amount: $1,600,000
Services Completed in Budget: TBD
Services Completed on Time: TBD

Company Name: Manatee County Property Management Department

Project Title: Manatee County Lifeguard Stations
Location: Manatee County, Florida
Project Start | Completion Date: January 2020 | October 2020
Project Description: BGE provided permitting support services for two permanent and nine portable lifeguard towers located at Coquina Beach and Manatee Public Beach for Manatee County Government.
Owner Name: Manatee County Property Management Department
Owner Address: 1112 Manatee Avenue West, Suite 800, Bradenton, FL 34205
Phone Number and Email: 941-749-3003; tom.yarger@mymanatee.org
Project Amount: $1,940,000
Services Completed in Budget: Yes
Services Completed on Time: Yes

Company Name: Davis Tucker Group (Owner's Representative)

Project Title: Connerton Medical Office Building
Project Location: 8257 Land O Lakes Blvd, Land O Lakes, Fl 34638
Project Start | Completion Date: August 2021 | Ongoing
Project Description: Site development for medical office building and outparcel.
Owner Name: Scott Sutek
Owner Address: 10012 N. Dale Mabry Hwy Suite 214, Tampa, Florida 33618
Phone Number and Email: 813.908.2200, scott@davistuckergroup.com
Project Amount: $75,100
Services Completed in Budget: Yes
Services Completed on Time: Yes

BUSINESS LICENSES AND TAX RECEIPTS

Receipt # 1360097 | Control No. 0792886

For Period Commencing JULY 1ST, 2022 | and ending September 30, 2023

Total: 241.52 | Dated 09/20/2022 | Application No.

This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification	Description	Amount
107041	ENGINEER	$231.52
993000	ADMIN HANDLING FEE	$10.00

2023

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: WEB

Business Name and Address
BGE INC
ATTN: H MORRISON
10777 WESTHEIMER ROAD SUITE 400
HOUSTON TX 77042

Business Name and Location
JAMES GRANT VITTER
PE59536
2203 N LOIS AVE G300
TAMPA FL 33607

Print

Licensee

Name:	**BGE, INC.**	License Number:	**32116**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**05/24/2017**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
59536	Current, Active	VITTER, JAMES GRANT II	Registry	06/30/2020	Professional Engineer	02/28/2023

State of Florida
Department of State

I certify from the records of this office that BGE, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 21, 2016.

The document number of this corporation is F16000005230.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 27, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of January, 2022

Secretary of State

Tracking Number: 6684823351CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

certifies that BGE, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

October 7, 2022
Date

PUR062.036
re. 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05

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

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

by Randy Randermann, PE | Senior Vice President/Officer
(print individual's name and title)

for BGE, Inc.
(print name of entity submitting sworn statement)

whose business address is

2203 North Lois Avenue, Suite G300, Tampa, Florida 33607

and (if applicable) its Federal Employer Identification Number (FEIN) is 74-1817951

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

signing this sworn statement: Randy Randermann, PE | Senior Vice President/Officer

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

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

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

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

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

_____ 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 7 day of October, 20 22

Personally known Yes

Or Produced identification _____

Notary Public – State of _____

_____
My commission expires 10/2025
(Type of Identification)

ANGELA ADAMS
Notary Public
State of Florida
Comm# HH187304
Expires 10/17/2025

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

Addenda Receipt Acknowledgment
35-22-05

Addendum # 1 Date September 16, 2022 Initials JK

Addendum # 2 Date September 27, 2022 Initials JK

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

James Kelley October 7, 2022

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT
35-22-05

State of Florida
County of Pasco County

Randy Randermann, PE, being first duly sworn, deposes and says that he/she is

Senior Vice President/Officer, 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

BGE, Inc. *(Company Name)*

State of Florida
County of Pasco County

The foregoing instrument was acknowledged before me this 7 day of October by

Randy Randermann, PE | Senior Vice President *(name and title of corporate officer)*
of BGE, Inc. *(Name of Corporation),*
a Texas *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known *(identification type)* as identification.

(Signature line for notary public)

Angela Adams *(Name of notary type, printed or stamped)*

(Title or rank)

My commission expires: 10/2025
Serial number, if any

ANGELA ADAMS
Notary Public
State of Florida
Comm# HH187304
Expires 10/17/2025

E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: BGE, Inc.

Authorized Signature: 

Title: Senior Vice President

Date: October 7, 2022

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: BGE, Inc.

Authorized Signature:

Title: Senior Vice President

Date: October 7, 2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

35-22-05

PROFESSIONAL SERVICES-CITY WIDE

For CRA, PLANNING AND PUBLIC WORKS

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

Firm: BGE, Inc
Name of Company – Please Print

Signature: James Kelley
Authorized Company Representative

Name/Title: James Kelley, PE | Director, Land/Site Development- Tampa

Address: 2203 North Lois Avenue, Suite G300, Tampa, Florida 33607

Date: October 7, 2022

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS**.

Authorized Signature

October 7, 2022
Date

Randy Randermann, PE | Senior Vice President
Printed Name

BGE, Inc
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 7 day of October A.D. 2022

ANGELA ADAMS
Notary Public
State of Florida
Comm# HH187304
Expires 10/17/2025

(Seal) By:

Title:

October 7, 2022

Karen Miller
City of Zephyrhills | Purchasing Department
5335 8th Street
Zephyrhills, Florida 33542

RE: Professional Services-CRA, Planning and Public Works

Dear Ms. Miller,

It is an exciting time in the development of the City of Zephyrhills as it is becoming a major destination for people and businesses relocating to the Tampa Bay Area. Credit is due to the City of Zephyrhills and the Community Redevelopment Agency for their forward thinking and great intentions for the community. From enhanced sidewalk connectivity throughout downtown, improving access to schools and public amenities, to developing a sense of place and gathering in local parks, to modernizing City infrastructure through asset management systems, Zephyrhills is transforming into a modern city, attracting development and residents across its footprint.

BGE, Inc. (BGE) is thrilled to have the opportunity to be a part of this exciting future. We look forward to coming along with the City and the CRA to enhance the lives of the people who live and visit the City of Pure Water. Please accept this response to your Request for Qualifications for your consideration.

Sincerely,

Randy Randermann, PE
Senior Vice President

James Kelley, PE
Principal in Charge

Alexander Hulbert
Project Manager

5.1 QUALIFICATION AND EXPERIENCE OF PROPOSED PROJECT TEAM

Individuals in Key Roles

Team Member | Role | % of Time	Description of Experience
Alexander Hulbert Project Manager | 50%	Alexander has 22 years of project management and civil design experience in land development, site design, and municipal projects. He specializes in land and site development design, including land planning, stormwater drainage systems, utilities, and permitting/coordination efforts. He has served as project manager on large-scale residential, commercial, mixed-use developments, parks, stormwater management, utility improvements, roadway projects, and infrastructure design projects in the eastern United States.
James Kelley, PE Principal in Charge/Project Director | 30%	James will act as the Principal in Charge/Project Director for this contract and will ensure that project protocols are followed. He will provide expertise and support to each of the projects as needed by the Project Manager and will be the primary Engineer of Record. James has over 24 years of civil engineering experience in land development, site design, and municipal projects. He specializes in land and site development design, including land planning, stormwater drainage systems, utilities, and permitting/coordination efforts. He has served as project manager on large-scale residential, commercial, mixed-use developments, parks, water resources, stormwater management, utility improvements, roadway, and infrastructure design projects across the United States. James has also acted in the role of District Engineer for Municipal Utility Districts and been the Project Manager/Engineer of Record for Continuing Service contracts with other municipalities in Florida.
David Perry, PLA, AICP, ASLA Landscape Architecture | 20%	David has spent the last 32 years of his career leading multi-disciplinary teams in the development of extremely complex planning and design related projects ranging from resorts and theme parks, to CRA corridor and community redevelopment plans, urban waterfronts, streetscapes and public parks. He has focused his career on planning and designing vibrant, memorable and financially sustainable communities with a specific interest in redevelopment planning.

Principal Point of Contact



Alexander Hulbert will be BGE's principal point of contact from start to finish. He has lived and worked in the Zephyrhills and East Pasco area for most of his career. He sits on the board for the Great Zephyrhills Chamber of Commerce and the Chamber's Economic Development Council. As a priority of the City, the Chamber works to bring about economic development in the community.

Alexander is familiar with the goals and aspirations that the City holds in high esteem for the betterment of the citizens living and working in the area. He and BGE offer experience and skills through years of expertise in many of the areas that the City is looking to grow and improve. BGE is heavily vested in all its clients, going so far as to call them client partners. BGE strives to come alongside their clients to partner in long-term successful relationships. Please see Alex's specific experience on the following page.



Alexander Hulbert

Project Manager

FIRM
BGE, Inc.

YEARS OF EXPERIENCE: 22

EDUCATION

AA in Liberal Arts, Pasco - Hernando Community College, 2002

BACKGROUND

Alexander has 22 years of project management and civil design experience in land development, site design, and municipal projects. He specializes in land and site development design, including land planning, stormwater drainage systems, utilities, and permitting/coordination efforts. He has served as project manager on large-scale residential, commercial, mixed-use developments, parks, stormwater management, utility improvements, roadway projects, and infrastructure design projects in the eastern United States.

VA Clinic ▪ *Zephyrhills, Florida*

Project manager for site design of a 10-acre commercial master plan with a VA clinic as the anchor. The project included due diligence, conceptual site design, rezoning, master storm drainage in a basin of special concern, floodplain compensation, utility design, grading, site layout, and permitting through the City of Zephyrhills, Pasco County, Florida Department of Transportation, and the Water Management District.

Trulieve ▪ *Zephyrhills, Florida*

Project manager for site design of an out parcel for a commercial center for a small strip plaza with Trulieve as the achor. The project included due diligence, conceptual site design, storm drainage modification to existing master stormwater permitted in a basin of special concern, utility connection design, grading, site layout, and permitting through the City of Zephyrhills, and the Water Management District.

EZ Clean Car Wash ▪ *Zephyrhills, Florida*

Project manager for site design of a car wash redevelopment in Zephyrhills, Florida. The project included demolition of the existing building, rerouting traffic patterns, driving decks over existing stormwater ponds, relocating storm volumes, and grading a new parking lot for vacuum stations. Much of the existing site was untouched and reused including drainage and water and sewer connections. Permitting included the City of Zephyrhills, Florida Department of Transportation, and SWFWMD.

EZ Clean Car Wash ▪ *Dade City, Florida*

Project manager for site design of a car wash redevelopment in Dade City, Florida. The project included demolition of the entrance and regrading for vacuum stations. The stormwater system was rerouted and updated to current standards. Traffic patterns were slightly modified, driving decks over existing stormwater ponds, relocating storm volumes, and grading a new parking lot for vacuum stations. The existing automatic car wash and service station was untouched along with existing utility connections. Permitting included the City of Zephyrhills and SWFWMD.



James Kelley, PE

Principal in Charge/Project Director

FIRM BGE, Inc.

LICENSES Florida PE No. 68699

YEARS OF EXPERIENCE: 24

EDUCATION

BS In Civil Engineering, New Mexico State University, 1998

BACKGROUND

James has 24 years of civil engineering experience in land development, site design and municipal projects. He specializes in land and site development design, including land planning, stormwater drainage systems, utilities and permitting/coordination efforts. He has served as project manager on large-scale residential, commercial, mixed-use developments, parks, water resources, stormwater management, utility improvements, roadway projects and infrastructure design projects across the United States.

The Back Yard ▪ *Zephyrhills, FL, City of Zephyrhills*

Engineer of Record. Provided final design and permitting services for the site work associated with a new 0.16-acre urban pocket park, including an updated storm sewer design in the area for the City of Zephyrhills. The project included all aspects of site design, including drainage, floodplain management, paving, utilities, and coordination.

Sunlake Boulevard Utility Extensions ▪ *Pasco County, FL, Metro Development*

Project manager. Designed the utility infrastructure extensions to provide over 4 miles of master mains for water, sanitary sewer force main and reclaimed water to supply a new 7,000-acre development in Pasco County. The design also included two miles of force main extension along SR52 in the FDOT right of way that will ultimately be turned over to Pasco County.

I-75 Rest Areas in Hillsborough County ▪ *Ruskin, FL, FDOT District 7*

Project manager. The project consisted of designing new northbound rest area facilities along I-75 in Ruskin, FL. Design components included site development, building plans, landscaping and irrigation plans, environmental permitting and access ramps to I-75. James was in charge of over a mile of water, sanitary sewer gravity and force main design and lift station designs. Offsite utility extensions were also required within the Hillsborough County right of way.

I-75 Rest Areas in Charlotte County (C9W81) ▪ *Charlotte County, FL, FDOT District 1*

Project manager. The project consisted of designing new northbound and southbound rest area facilities along I-75 in Charlotte County. Design components included site development, building plans, landscaping and irrigation plans, environmental permitting and access ramps to I-75 for each site. James was responsible for designing and permitting the water and sewer extensions to each of the rest areas and coordinating with the City of Punta Gorda.

Ajax Corporate Headquarters, Ajax Paving Company ▪ *Temple Terrace, FL*

Project manager. Site design of a 4-acre commercial/industrial paving company headquarters. The project included due diligence for site selection, rezoning, comprehensive plan amendment, annexation into the City of Temple Terrace, storm drainage and water quality design, floodplain compensation, utility design, grading, site layout and permitting.



David Perry, PLA, AICP, ASLA

Landscape Architecture

FIRM
Perry Becker Design

LICENSES
Licensed Landscape Architect Florida #1538

YEARS OF EXPERIENCE: 32

EDUCATION

BLA, University of Florida

BACKGROUND

David has spent the last 32 years of his career leading multi-disciplinary teams in the development of extremely complex planning and design related projects ranging from resorts and theme parks, to CRA corridor and community redevelopment plans, urban waterfronts, streetscapes and public parks. He has focused his career on planning and designing vibrant, memorable and financially sustainable communities with a specific interest in redevelopment planning.

Transportation Planning and Design

- BVD Corridor Area Development Design, Orlando, Florida
- Clematis Streetscape Redevelopment, West Palm Beach, Florida (Phase II)
- Delray Beach – Atlantic Avenue Streetscape
- Downtown Cape Coral Streetscape Master Plan, Cape Coral , Florida
- Jacksonville CRA Master Wayfinding and Transit Stop Design and Location Masterplan
- Innovation Place Multi-Modal Transit Hub
- LYNX Transit Planning Analysis and Study
- Williams Property Brightline High Speed Rail Station, Lakeland, Florida
- Seminole County CRA - US 17-92 Catalyst Site Redevelopment and Transit Hub Masterplan

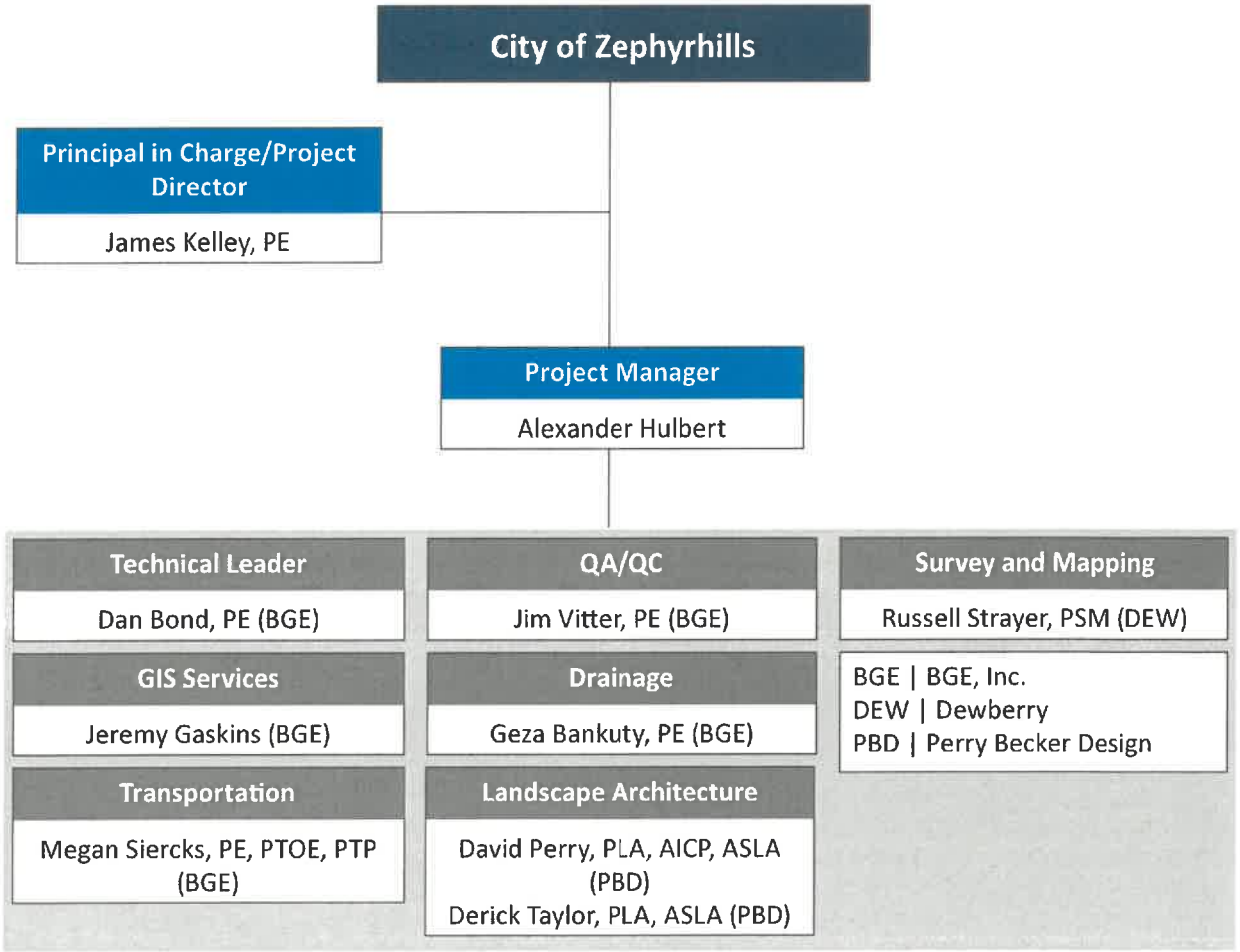
Streetscape Design

- Osceola County US-192 improvements
- Epcot Center Drive Area Development Design, Orlando, Florida
- FDOT SR 9A and 9B Interchange Design
- FDOT SR 80 Corridor Streetscape
- FDOT Jupiter Interchange Design
  Jupiter, Florida
- FDOT Palm Beach Gardens Interchange Design
- Orange County 436 Corridor Streetscape
- Casselberry 436 Streetscape Casselberry, Florida
- Stuart CRA - Downtown Streetscape Master Plan, Stuart, Florida
- Seminole County CRA - US 17-92 Streetscape Redevelopment Design Guidelines
- Delray Beach CRA - Delray Master Streetscape Design Guidelines
- Boynton Beach Federal Highway Streetscape, Boynton Beach, Florida
- Creative Village Streetscape Master Plan, Orlando, Florida
- Delray Beach 2nd Avenue Streetscape/Redevelopment
- Disney's Flamingo Crossings Streetscapes
- Dunn Avenue and Main Street Streetscape Master Plan, Jacksonville, Florida
- New Kings Road Urban Streetscape Master Plan, Jacksonville, Florida
- El Campeon Streetscape West Palm Beach, Florida
- Front Street Redevelopment Plan St. Maarten, N.A.
- Lake Emma Road Streetscape Seminole County, Florida
- Seminole County US 17-92 Corridor/Streetscape Redevelopment Plan
- Seminole County 17-92 CRA Master Wayfinding and Signage Program
- State Road 434 Streetscape, Oviedo, Florida

Various Services

Service	Team Member
GIS	Jeremy Gaskins
Transportation	Megan Siercks, PE, PTOE, PTP
Drainage	Geza Bankuty, PE
Survey and Mapping	Russell Strayer, PSM (DEW)
Landscape Architecture	David Perry, PLA, AICP, ASLA (PBD) Derick Taylor, PLA, ASLA (PBD)

Organizational Chart



5.5 STATEMENT OF WHY BGE SHOULD BE SELECTED

Established in 1975, BGE provides a comprehensive range of engineering, environmental, surveying, construction management, planning, and landscape architecture services for public and private clients. BGE is a privately owned corporation headquartered in Houston, Texas.

With more than **900 employees in 22 offices across the southeast, including four Florida locations**, BGE serves our clients by creating solutions to address their needs. Our business is built on relationships. Our goal is to serve as our clients' trusted advisors.

In 2022, Engineering News-Record ranked **BGE #105 in their "Top 500 Design Firms."**

Our leadership team, led by Lee Lennard, President, and CEO, **is the fourth generation of owners of the company and speaks to the consistent excellence of BGE for 46 years.** As we grow we continue to be guided by our core values of integrity, respect, commitment, and excellent reputation.

22
Offices Across the Southeast

900+
Employees

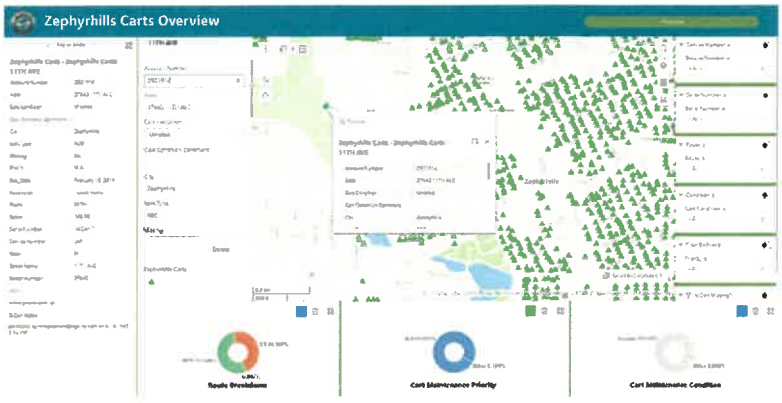
#105 of
Top 500 Design Firms

Previous Experience

In keeping with our legacy, today's management is committed to providing exceptional value-added service to our clients. We commit our passion, our talent, and our resources to address the most pressing needs of the communities we serve. These needs include community well-being and safety. We have had the privilege to partner with the City of Zephyrhills to work towards a safer pedestrian environment by designing sidewalks on existing streets within the CRA. Working with the City on the **sidewalk project,** we have demonstrated that we provide an open communication and problem-solving atmosphere. BGE has worked with the Public Works Department to work through potential conflicts that may arise during the construction of the sidewalks. These sidewalks will provide a safe path for school children and their family members to safely walk to and from the public schools within the community.

BGE has also worked with the City to provide an **urban park** close to downtown. This pocket park is a gathering place for all citizens to enjoy. Enhancing the citizens' well-being is the focus of this project. As an added enhancement, improvements to the storm sewer within the vicinity of the urban park are part of this project. This **storm sewer improvement** will alleviate isolated flooding at an intersection and within an alleyway. Through this project, BGE has demonstrated how much we believe in the concept of client partners. BGE has been, and will continue to be, available throughout design, construction, and completion of the project to work with the City's departments, along with the county's fire rescue, to ensure safe access to the nearby fire station is achieved.

BGE has demonstrated our abilities to **map and track the City's assets through GIS**. BGE was asked to showcase possible solutions to mapping and tracking solid waste collection through GIS. BGE took existing data provided by the City as the basis of our mapping. As part of mapping solid waste receptacles, BGE showed how the City could leverage existing technology to enhance data analysis for fully utilizing existing resources.



BGE lives our belief, in not just having clients, but client partners. We strive with every project to build a trusted relationship to ensure future success.

5.6 APPROACH TO PROJECTS AND ABILITY TO FURNISH REQUIRED SERVICES

To ensure maximum efficiency and accuracy, BGE first needs to understand the project objectives that will arise with these civil engineering continuing services projects to create systematic and well-documented approaches to executing the projects. BGE will work with City/CRA staff and the entire design team to understand and document your objectives for each work assignment. We know that individual work assignments may include Public Works, CRA, and Planning services. These services might include stormwater management improvements, traffic and transportation improvements, GIS mapping and asset management, landscape architecture and planning, parks and recreations, surveys, and site and roadway improvements associated with renovations, alterations, and new construction projects.

Services and Provider

- **Storm Water Management, Drainage Design, Treatment, Retention and Permitting:** BGE
- **Roads, Bridges, Intersections, Roadway Lighting and Parking Facilities (including Signalization, Signage and Markings):** BGE
- **Traffic Control and Erosion Control Plans:** BGE
- **Pedestrian and Vehicular Traffic:** BGE
- **Landscaping and Landscape Architecture:** Perry Becker Design
- **Parks and Recreation:** BGE / Perry Becker Design
- **GIS Mapping and Asset Management Consulting:** BGE
- **Survey, SUE, and Data Collection:** BGE / Dewberry

Specific Abilities of BGE

Below are BGE's specific abilities relative to the scope of services for this project. Similar project examples begin on page 11.

Data Collection/Site Analysis

This initial phase is crucial for the success of a project. Our team will obtain necessary information, such as existing plans, record drawings, existing permits and other relevant data from public sources. We will then commence with conceptual design, preliminary engineering, and ultimately help establish a project budget estimate and schedule before moving into final detailed design. The data collection and site analysis include:

- Topographic and tree surveys, as well as boundary surveys, when applicable
- Subsurface utility engineering (SUE)
- Collection and review of record drawings and existing permits
- On-site investigation and field review of existing conditions



The BackYard

Conceptual Design

- Review project budget and objectives
- Formalize strategy
- Review City/CRA design standards and phasing requirements
- Review details of existing utilities and site constraints
- Verify permitting agencies

- Perform preliminary code search
- Research permitting requirements
- Determine drainage requirements
- Preliminary meetings with State department staff
- Determine subconsultants' involvement and design coordination
- Establish design criteria document to share with City/CRA and the design team
- Develop outline specifications from City/CRA requirements
- Prepare conceptual alternative analysis concept plans when applicable
- Review meetings with City/CRA to finalize selected concepts when applicable

Final Design and Permitting

In the detailed design phase, we will use City/CRA input from the conceptual design phase to transform the conceptual drawings into working drawings and specifications. BGE will coordinate directly with all of our subconsultants during the design process. A design kick-off meeting with City/CRA and the design team will occur when the final design phase starts. Typical final design and permitting items are outlined below.

- Design coordination with all design professionals
- Multiple drawing reviews by City/CRA – 30%, 60%, 90% (as may be requested by City/CRA)
- Delivery of final specifications and drawings
- Final drawing acceptance by owner
- Complete permit application processes to governmental agencies
- Processing and follow up with governmental agencies to obtain final construction authorization

Innovative Approaches to Project Implementation

Cost Control: We provide thorough quantities and bid schedules for bidding to help manage and minimize questions or discrepancies during procurement. We will work with City/CRA to develop a process for change orders, if requested.

Schedule Control: We expect to keep the project moving forward and on schedule through constant collaboration and planning, including regular schedule updates with our design team and City/CRA throughout the design and permitting phase of the project. During construction, regularly scheduled coordination meetings will be attended by BGE representatives.

Communication: All client communication related to the design and permitting of this project will come directly from BGE. Subconsultant communication will also flow through BGE. We will oversee all interaction, acting as a single point of contact for design and permitting and design changes/revisions.

Commissioning and Close-Out (Certifications): BGE anticipates being involved with the project management during construction and will provide construction phase services to City/CRA through close-out. Typically, there are regularly scheduled construction meetings that will maximize communication between the owner, contractor, and the design team during construction to minimize delays.

As the project completion progresses, BGE will follow through with the specific close-out information listed below in a timely manner to avoid delays in the process.

- Record drawings for utilities and drainage systems
- Testing results and reports
- Punch list(s) from BGE and all subconsultants
- Final walk through with City/CRA and contractor
- Certifications completed to governmental agencies



City of Zephyrhills

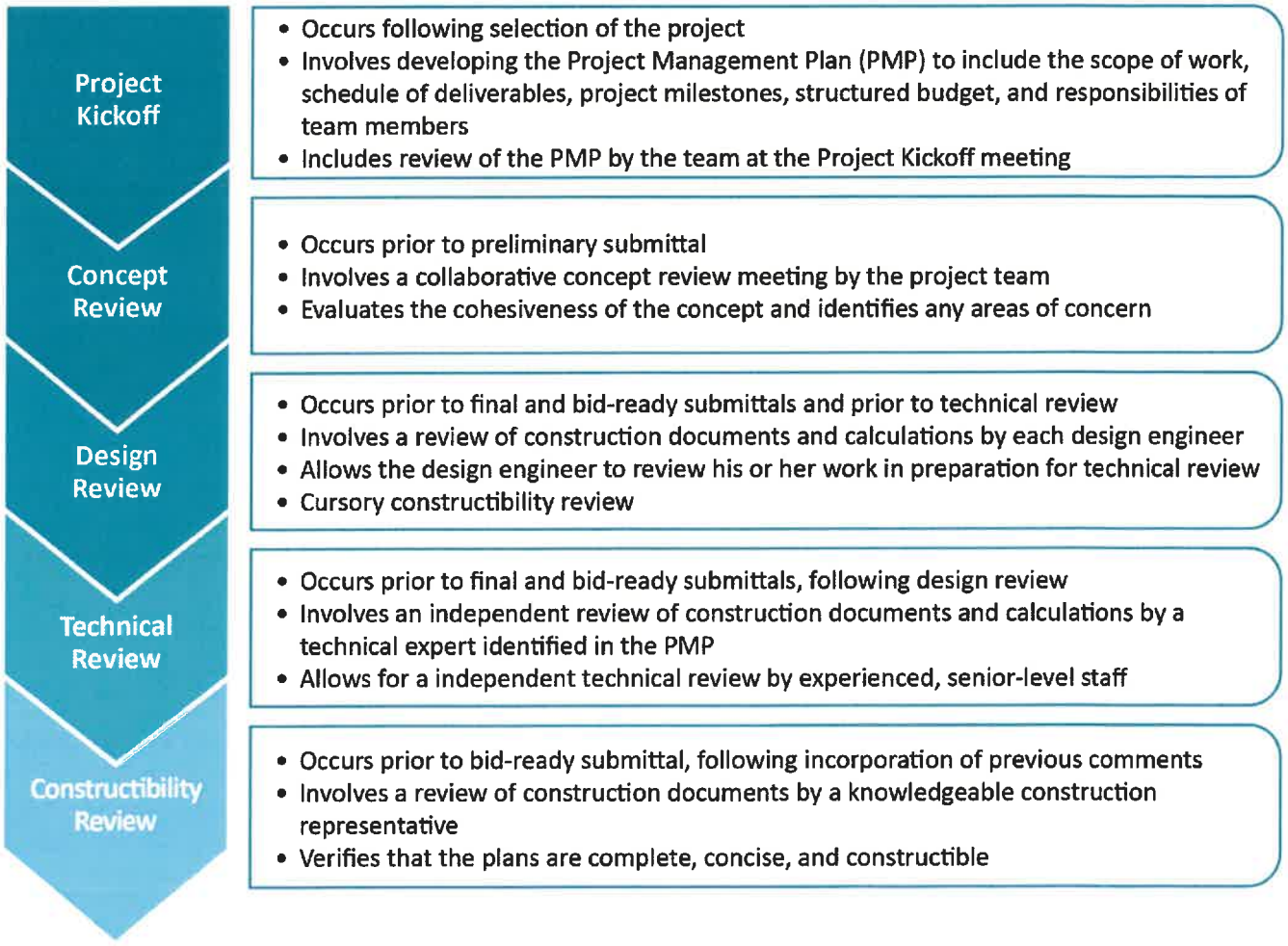
Quality Assurance/Quality Control Program

In all of BGE's projects, our approach of working closely with client management, operating personnel, and stakeholders results in practical solutions. These solutions assist our clients by significantly reducing capital costs, as well as operations and maintenance costs. Each member of the team is expected to carefully complete and review each assignment. However, we have a thorough quality control process to make sure we meet the City's expectations. During the kickoff meeting, we analyze the project approach, sequence, alternatives, assumptions, and risks associated with the project. BGE's design projects include QC reviews at the 30, 60, and 90% stages of design.

These reviews serve as internal value engineering, often resulting in better and lower-cost ways of implementing projects. The reviews include process, equipment, discipline coordination, and constructibility assessments. Clients are invited to participate in these reviews if desired.

Delivering quality projects to our client goes beyond QC/QA plans and procedures. Key features of a quality project are complete contract documents and partnering. The contract will have the details necessary to construct the project cost-effectively, but does not dictate to the contractor the method or means of construction. This minimizes the claims and reduces the risk to all parties to the contract. Partnering during construction can reduce risk and claims since all the team members (contractor, engineer, and owner) have a clear understanding of the goals and expectations of the respective team members. In most cases, partnering provides a higher quality project at reduced cost than might otherwise be realized.

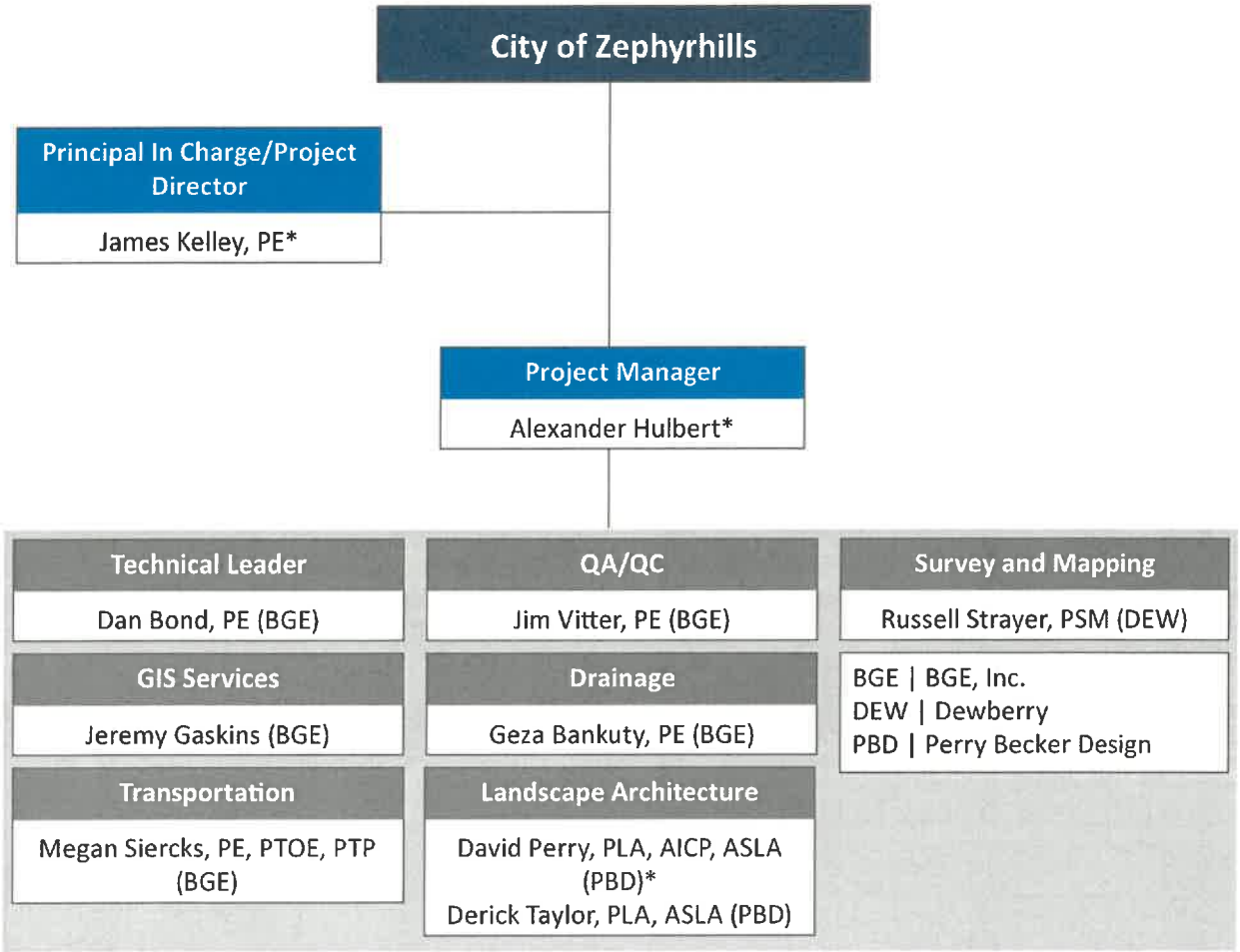
Alexander is skilled at bringing all stakeholders together to enhance communication and project quality.



5.7 ABILITY OF PROFESSIONAL PERSONNEL

Organizational Chart

Team Member	Description of Experience
Alexander Hulbert	Alexander has served as project manager on large-scale residential, commercial, mixed-use developments, parks, stormwater management, utility improvements, roadway projects, and infrastructure design projects in the eastern United States. Within Zephyrhills jurisdiction, Alexander has served as the Project Manager and Civil Design Manager for large single-family detached subdivisions, commercial parcels, and master plans. The majority of his experience is within East Pasco areas.
James Kelley, PE	With over 24 years of civil engineering experience, James has served as project manager on large-scale residential, commercial, mixed-use developments, parks, water resources, stormwater management, utility improvements, roadway projects and infrastructure design projects across the United States. James has been a licensed professional engineer since 2002 and is currently registered in nine states including Florida for the past 14 years.
David Perry, PLA, AICP, ASLA	David has led multi-disciplinary teams in the development of extremely complex planning and design related projects ranging from resorts and theme parks, to CRA corridor and community redevelopment plans, urban waterfronts, streetscapes and public parks. He has focused his career on planning and designing vibrant, memorable and financially sustainable communities with a specific interest in redevelopment planning.



*Key Team Members

The Back Yard (AKA Little But Loud)

City of Zephyrhills ▪ Zephyrhills, Florida



FIRM
BGE, Inc.

DATE STARTED
August 2021

DATE COMPLETED
Ongoing

OWNER CONTACT
5335 8th Street, Zephyrhills, Florida 33542
Gail K Hamilton, CRA Director
813-780-0202
ghamilton@ci.zephyrhills.fl.us

PROJECT DESCRIPTION

BGE provided final design and permitting services for the site work associated with a new 0.16-acre urban pocket park, including an updated storm sewer design in the area for the City of Zephyrhills. BGE was a subconsultant to Furr, Wegman, & Banks Architects, P.A. (FWB). BGE staff has provided all services for the project except for architectural, survey, and landscape architecture, all performed by consultants directly to the City. The project included all aspects of site design, including drainage, floodplain management, paving, utility, and coordination.

The City wanted to convert a vacant parcel into a gathering place for events, presentations, and food trucks. The Community Redevelopment Agency (CRA) spearheaded the project to enhance the community.

BGE is currently working under FWB to provide a site plan that meets the needs of the CRA.

BGE, along with FWB, are to work with a Construction Manager (CM) at Risk to complete the design and construction of the project. The kick-off meeting is yet to be scheduled. BGE will continue coordinating with FWB and CM at Risk to stay true to the established timeline.

PROJECT RELEVANCE

- Storm Water Management, Drainage Design, Treatment, Retention and Permitting
- Parks and Recreation

Project has not been completed yet. The scope of the project has changed since NTP. Working with a CM at Risk to complete the project on time and within budget.

Zephyrhills Sidewalks & Trails

City of Zephyrhills ▪ Zephyrhills, Florida



FIRM
BGE, Inc.

DATE STARTED
April 2022

DATE COMPLETED
Ongoing

OWNER CONTACT
5335 8th Street, Zephyrhills, Florida 33542
Shane LaBlanc, Director
813-780-0022
sleblanc@ci.zephyrhills.fl.us

PROJECT DESCRIPTION

BGE provided design and survey coordination support for ten miles of sidewalk for the City of Zephyrhills. BGE was a subconsultant to Furr, Wegman, & Banks Architects, P.A. (FWB).

BGE's design support services include preparing six sets of construction documents focused on walkable distance from public schools within the City of Zephyrhills' city limits. The project focuses on providing safe access for school-age children to their school. This need arose from changing bussing policies for the local public school district.

Two portions of the project were key connections within the City's trail network. These sections have grading, drainage, and right-of-way challenges currently ongoing in design.

BGE also provided coordinated support with the surveyor selected for this project. The surveyor provided right-of-way geometry, LiDAR topography model, and above-ground features. The survey was used as the basis of the design.

BGE provided 30-60-90 sets of plans for the City to review as each stage for each set of plans have been completed. Signed and sealed copies of the sidewalk design will be provided to the City to use for additional funding and advertisement for bid.

PROJECT RELEVANCE

- Storm Water Management, Drainage Design, Treatment, Retention and Permitting
- Roads, Bridges, Intersections, Roadway Lighting and Parking Facilities (including signalization, signage and markings)
- Traffic Control and Erosion Control Plans
- Pedestrian and Vehicular Traffic

The portions of the project with a NTP have been performed on time and within budget.

Develop GIS Asset Management Systems

Cinco Southwest MUD 2 ▪ Fort Bend County Texas



FIRM
BGE, Inc.

DATE STARTED
July 2021

DATE COMPLETED
December 2021

OWNER CONTACT
9575 Katy Fwy, Ste 390, Fort Bend County Texas
Wendy Austin
713-932-7908
wendy@districtservices.com

PROJECT DESCRIPTION

BGE designed, implemented, and managed GIS-based asset management systems for Cinco Southwest MUD 2 in Texas. A GIS database schema was developed, and the assets were georeferenced for water, storm, and sanitary utilities. The data sets included easements, utility lines, and point assets like valves, fire hydrants, and manholes as well as facilities like lift stations, water treatment plants, and pump stations.

BGE published services and configured web-based mapping applications allowing engineers, operators, and stakeholders to access important information and plan sets through web and mobile devices. Important asset attributes like diameter, material, and install dates were loaded allowing users to query or filter based on necessary data.

Mobile applications were configured to perform standard inspections like valve, manhole, fire hydrant surveys. Customized digital forms were developed to perform additional services like flushing reports, water quality testing, and facility inspections. Web-based interactive dashboards were developed to help facilitate field and office worker collaboration.

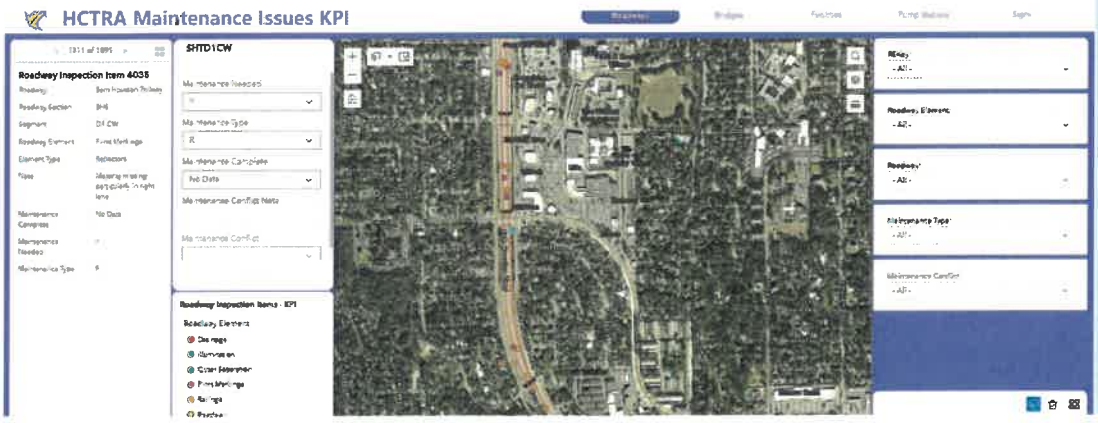
PROJECT RELEVANCE

- GIS Mapping and Asset Management Consulting
- Storm Water Management, Drainage Design, Treatment, Retention and Permitting

This project was completed on time and within budget.

HCTRA System Inspection

Harris County Toll Road Authority ▪ Harris County, Texas



FIRM
BGE, Inc.

DATE STARTED
May 2021

DATE COMPLETED
Ongoing

OWNER CONTACT
7701 Wilshire Place Dr,
Houston, Texas 77040
Victoria Guerra
713-587-7107
Victoria.guerra@hctra.org

PROJECT DESCRIPTION

BGE, Inc. (BGE) provided oversight into the yearly System Inspection for Harris County Toll Road Authority. BGE helped develop mobile inspection apps for HCTRA's assets including roadways, bridges, and facilities. BGE provided training for the inspection firms to ensure the proper data was collected on essential infrastructure.

After the inspections, BGE developed web-based interactive dashboards for QA/QC of inspection data. BGE also developed a Python-based script to help automate the generation of a 5,000+ page appendix and charts/tables for the inspection report. The report was essential in staying in compliance for funding and Capital Improvement Planning in the coming years.

BGE also developed a system for HCTRA to track progress on repairs. The web-based solution provided KPIs for the System Inspection team to report progress updates to their Director. BGE is now helping redesign HCTRA's asset management to give them better insight into the condition of their assets, develop an inspection schedule, and implement Cartegraph. Cartegraph, used by hundreds of state and local governments, utilities, parks, and schools, is a robust asset management solution based on existing GIS data. The goal is to integrate workflows like service orders and inventory management into HCTRA's existing system.

PROJECT RELEVANCE

- GIS Mapping and Asset Management Consulting
- Roads, Bridges, Intersections, Roadway Lighting and Parking Facilities (including signalization, signage and markings)

This project has not been completed yet, but is expected to be on time and within budget.

Enhance GIS Asset Management System

North Harris County Regional Water Authority ▪ Harris County, Texas



FIRM
BGE, Inc.

DATE STARTED
November 2021

DATE COMPLETED
July 2022

OWNER CONTACT
3648 Cypress Creek Parkway
#110, Harris County Texas
Mark Evans
281-440-3924
mevans@nhcrwa.com

PROJECT DESCRIPTION

BGE, Inc. (BGE) incorporated existing water meter inspections for water supply wells into interactive, web-based dashboards. The inspection spreadsheets were integrated with well locations and the inspection pictures stored on a network drive were pulled into the system with an automated Python script.

The dashboard allowed the authority to view the results spatially on a map and filter/query by condition, provider, and priority. The dashboard was used for Capital Improvement Planning projects.

BGE also developed a mobile-based application used to capture daily work reports for their existing construction projects. The process allows the inspector to take the reports on any IOS, Android, or Windows 10 device. Paginated reports can be generated with the daily reports, or dashboards can be used .

After this project, BGE has been tasked with revising the existing GIS database, bring the asset management system up to date, and develop additional inspection tools.

PROJECT RELEVANCE

- GIS Mapping and Asset Management Consulting
- Roads, Bridges, Intersections, Roadway Lighting and Parking Facilities (including signalization, signage and markings)

This project was completed on time and within budget.

G.T. Bray Park Improvements (Baseball, Softball, Football, and Soccer Areas)

Manatee County Property Management Department ▪ Manatee County, Florida



FIRM
BGE, Inc.

DATE STARTED
March 2020

DATE COMPLETED
March 2021

OWNER CONTACT
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205
Tom Yarger, PMP, ITIL
941-749-3003
tom.yarger@mymanatee.org

PROJECT DESCRIPTION

BGE provided final design, permitting, and construction administration services for improvements within the existing G.T. Bray Park for Manatee County Government. BGE was a subconsultant to Fleischman and Garcia Architects and Planners, AIA, PA (FGA). BGE staff provided the following services for each project area except for survey services. Survey services were completed by a subconsultant to BGE.

Softball Improvements: The existing concession stand/restroom building was removed and replaced with a new 1,300± sf storage/restroom building. Site improvements included providing potable water and sanitary sewer service to the new storage/restroom building and grading around the new building area. Other improvements included providing a new shaded canopy area with bench seating and new hose bibs for food truck vendors. The eight existing softball field dugouts were removed and replaced with new dugout structures. The new dugouts consist of aluminum roofing/columns, fencing, benches, trash receptacles, concrete slabs, and gates to restrict access to the fields during non-operating hours. The four existing softball field backstops were also removed and replaced.

Baseball Improvements: The existing baseball concession/restroom was removed and replaced with a new 1,675± sf concession/restroom building. Site improvements also included providing potable water and sanitary sewer service to the new baseball concession/restroom building and grading around the new building area. The eight existing baseball field dugouts were removed and replaced with new dugout structures. The new dugouts consist of aluminum roofing/columns, fencing, benches, trash receptacles, concrete slabs, and gates to restrict access to the fields during non-operating hours. The four existing baseball field backstops will also be removed and replaced.

Soccer Improvements: The interior of the existing 2,000± sf soccer concession/restroom building was renovated to create a newly upgraded office/restroom building. In addition to the renovations to the existing building, a new 460± sf concession/storage building was added along with a concrete assembly area located underneath a new covered pavilion. Site improvements included providing potable water and sanitary sewer service to the new building, as well as drainage and grading improvements.

Football Improvements: The existing football building was removed and replaced with two new buildings (2,800± sf total) with meeting space, restrooms, press box, storage and concessions and a covered bleacher area. Site improvements included providing potable water and sanitary sewer service to the new building, as well as drainage and grading improvements. Other improvements included modifications to the existing parking lot/driveway to provide fencing/gates between the new building and the adjacent driveway to provide safety enhancements.

PROJECT RELEVANCE

- Parks and Recreation

This project was completed on time and within budget.

Blackstone Park Improvements

Manatee County Property Management Department ▪ Manatee County, Florida



FIRM
BGE, Inc.

DATE STARTED
January 2019

DATE COMPLETED
April 2020

OWNER CONTACT
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205
Tom Yarger, PMP, ITIL
941-749-3003
tom.yarger@mymanatee.org

PROJECT DESCRIPTION

BGE provided final design, permitting, and construction administration services for improvements within the existing Blackstone Park for Manatee County Government. BGE was a subconsultant to Fleischman and Garcia Architects and Planners, AIA, PA (FGA). BGE staff provided the following services for the project except for survey services. Survey services were completed by a subconsultant to BGE.

Softball Field Dugout Replacements: The six existing softball field dugouts were removed and replaced with new dugout structures. The new dugouts consisted of aluminum roofing/columns, fencing, benches, trash receptacles, concrete slabs, and gates to restrict access to the fields during non-operating hours.

New Soccer Concession and Restrooms: A new 1,300± sf soccer concession/restroom building was constructed at the north side of the existing soccer fields. Improvements included providing potable water and sanitary sewer service to the new concession/restroom building, as well as drainage and grading improvements.

New Softball Concession and Restrooms: A new 1,300± sf softball concession/restroom building was constructed just north of the existing softball concession/restroom location, along with a new concrete assembly area with a softball paver design. Improvements included providing potable water, sanitary sewer service to the new concession/restroom building, and drainage and grading improvements.

PROJECT RELEVANCE

- Parks and Recreation

This project was completed on time and within budget.

Sarasota County Fire Station #8

Sarasota County ▪ Sarasota County, Florida



FIRM
BGE, Inc.

DATE STARTED
September 2019

DATE COMPLETED
December 2020

OWNER CONTACT
4000 S. Tamiami Trail
Venice, Florida 34293
Kim Humphrey, LEED AP, PMP, GGP, FMP, FMA, CGC
941-549-4549
khumphre@scgov.net

PROJECT DESCRIPTION

BGE provided rezone, final design, permitting, LEED support, and construction administration services for the site work associated with a new 12,380 sf fire station building and 6,757 sf special operations building for Sarasota County Government. BGE was a subconsultant to Sweet Sparkman Architects, Inc. (SSA). BGE staff provided all services for the project except for survey, planning, and landscape architectural services, completed by subconsultants to BGE. The project included all aspects of site design, including drainage, floodplain management, paving, utility, demolition plans, and landscape design coordination.

As the project kicked off, BGE quickly identified several site constraints that influenced the design and layout of the site. These items included accommodating off-site drainage around the site's perimeter, reserving areas for floodplain compensation on the site as a result of proposed impacts to the 100-year floodplain, and minimizing the grading transitions (i.e. driveway slopes) from parking lot/building elevations to the existing adjacent roadways. In addition to these site constraints, BGE worked closely with the Architect and County to obtain information for all the trucks, vehicles, and trailers proposed to access the site. BGE performed multiple autoturn analyses to demonstrate that all anticipated vehicles could maneuver throughout the site.

Another challenge with the site design involved keeping the existing temporary Fire Station #9 operational while the new fire station was under construction. Since the existing temporary station was located within the limits of the new fire station site, this required phased construction as well as the careful layout of utility and drainage facilities to allow both the new and existing facilities to be operational simultaneously.

BGE also regularly attended bi-weekly design coordination meetings with the Architect, County, and Construction Manager (CM) throughout the entire design phase to help facilitate communication, coordinate design efforts, and provide valuable feedback on value engineering ideas and budget status.

PROJECT RELEVANCE

- Storm Water Management, Drainage Design, Treatment, Retention and Permitting

This project was completed on time and within budget.

Manatee County EMS Station 10

Manatee County Property Management Department ▪ Manatee County, Florida

FIRM
BGE, Inc.

DATE STARTED
August 2022

DATE COMPLETED
Currently under construction

OWNER CONTACT
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205
Tom Yarger, PMP, ITIL
941-749-3003
tom.yarger@mymanatee.org

PROJECT DESCRIPTION

BGE provided final design and permitting services for the site work associated with a new 5,000± sf EMS Station 10 building for Manatee County Government. BGE is a subconsultant to Sweet Sparkman Architects, Inc. (SSA) and is also under contract to provide construction administration services. BGE staff has provided all services for the project except for survey and landscape architectural services, performed by subconsultants to BGE. The project included all aspects of site design including drainage, floodplain management, paving, utility, and landscape design coordination.

As Manatee County EMS staff is currently occupying temporary facilities, the design and permitting schedule was accelerated to allow the project to move forward to construction as quickly as possible. The project advanced from the conceptual/programming phase to final construction documents in less than 120 days with a Guaranteed Maximum Price (GMP) within budget. BGE obtained site work approvals/permits from both the City of Bradenton and the Southwest Florida Water Management District in less than 45 days.

To accomplish this schedule, BGE attended regular design coordination meetings with the Architect, County, and Construction Manager (CM) throughout the entire design phase to help identify existing site constraints, coordinate design efforts, and provide valuable feedback on value engineering (VE) ideas and budget status. BGE performed multiple autoturn analyses to demonstrate that all anticipated vehicles could maneuver through the garage bays and throughout the entire site. BGE also identified early in the design phase that the site was located within a 100-year flood zone. This resulted in reserving areas for floodplain compensation to mitigate impacts on the flood zone.

BGE also adjusted the site work design plans as needed to reflect the cost savings measures approved by the County during the GMP development process. Some of these cost-saving measures included eliminating concrete pavement areas for asphalt pavement areas, eliminating perimeter security fencing/gates, and reducing the number of parking spaces for guests/staff. After the permitting process, the final approved site construction plans reflected all the cost-saving measures approved in the final GMP.

PROJECT RELEVANCE

- Storm Water Management, Drainage Design, Treatment, Retention and Permitting

This project is expected to be completed on time and within budget.

Manatee County Lifeguard Stations

Manatee County Property Management Department ▪ Manatee County, Florida



FIRM
BGE, Inc.

DATE STARTED
January 2020

DATE COMPLETED
October 2020

OWNER CONTACT
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205
Tom Yarger, PMP, ITIL
941-749-3003
tom.yarger@mymanatee.org

PROJECT DESCRIPTION

BGE provided permitting support services for two permanent and nine portable lifeguard towers at Coquina Beach and Manatee Public Beach for Manatee County Government. BGE was a subconsultant to Fawley Bryant Architects, Inc. (FGA).

BGE's permitting support services included preparing an aerial site plan exhibit showing the location of the existing and proposed lifeguard towers and gathering the necessary information to submit a Letter of No Objection request to the City of Bradenton Beach for the lifeguard towers proposed at Coquina Beach, as well as the City of Holmes Beach for the lifeguard tower proposed at Manatee Public Beach. BGE responded to City comments and provided a copy of the Letter of No Objection from both cities to the Florida Department of Environmental Protection (FDEP) as required per the Coastal Construction Control Line (CCCL) permit application requirements. BGE responded to comments from the FDEP during the CCCL permit review process, including providing protection measures to be utilized during the sea turtle nesting season.

BGE also provided signed and sealed copies of the aerial site plan exhibit(s) to FBA for their use in preparing and submitting the building permit application(s) to the City of Bradenton Beach and the City of Holmes Beach for the new lifeguard towers.

PROJECT RELEVANCE

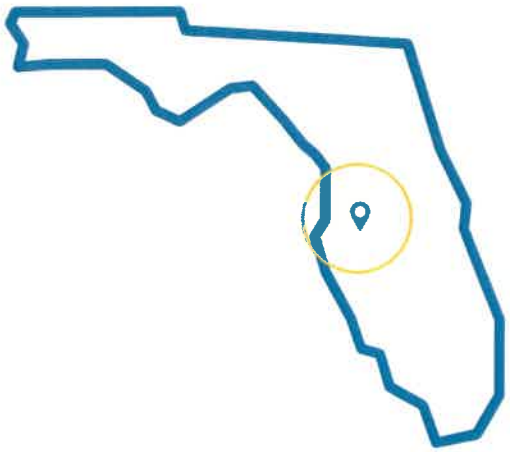
- Storm Water Management, Drainage Design, Treatment, Retention and Permitting

This project was completed on time and within budget.

5.9 EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES

Elements of the Project Performance Location

The elements of this project will be primarily performed by professional staff located at BGE's Tampa office.



Key Team Member Location

- **Alexander Hulbert:** 2203 North Lois Avenue, Suite G300, Tampa, Florida
- **James Kelley, PE:** 2203 North Lois Avenue, Suite G300, Tampa, Florida
- **David Perry, PLA, AICP, ASLA:** 3657 Maguire Boulevard, Suite 150, Orlando, Florida



2203 North Lois Avenue, Suite G300
Tampa, Florida 33607
281-558-8700
bgeinc.com

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REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES - CITY WIDE FOR CRA, PLANNING, & PUBLIC WORKS

DUE DATE: 10.07.2022 | RFQ # 35-22-05













CPH, LLC. | 5601 Mariner Street, Suite 105, Tampa, FL, 33609 |
813.288.0233 | info@cphcorp.com

October 7th, 2022

City of Zephyrhills
Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

5601 Mariner Street
Suite 105
Tampa, FL 33609
Phone: 813.288.0233
Fax: 813.288.0433
info@cphcorp.com

RE: PROFESSIONAL SERVICES - CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS | RFQ #35-22-05

Dear Selection Committee Members:

CPH is pleased to respond to the City of Zephyrhills' Request for Qualifications for Professional Services - City Wide for CRA, Planning and Public Works. It would be our pleasure to provide services to the City. We are certain that CPH exceeds the City's qualification requirements for the following reasons:

CPH's Ability to Meet the City's Requirements Are Unmatched. CPH is a multi-disciplinary firm recognized for providing superior quality services to our clients in an efficient and effective manner. CPH has been providing consulting services for over 41 years; we believe that this experience is imperative to successfully execute the wide variety of projects that this contract may bestow. With a local office in Tampa, and support staff members in Sanford and Orlando, CPH is eager and ready to provide services for any project that may emerge under this contract. We have an available staff of over 290+ personnel and are ready to serve the City of Zephyrhills.

MULTI-DISCIPLINARY FIRM WITH EXTENSIVE IN-HOUSE RESOURCES

Experience: CPH has assembled a vastly diverse and highly-qualified team, with experience in all discipline areas requested by the City. Our team is capable of providing services for every project that will emerge under this contract. CPH realizes and understands that each project has its individual characteristics and will need specialized expertise. Therefore, CPH has assembled a team composed of engineers, architects, environmental scientists, contractors, inspectors, surveyors, and administrative staff; which will bring a significant assortment of knowledge to the contract. CPH has experience in areas such as: architecture, roadway design, stormwater management, water and wastewater treatment, utility design, transportation, planning, surveying and mapping, and environmental services.

LOCAL OFFICE WITH 290+ STAFF MEMBERS

Experience Working Under Continuing Contracts: We have worked with many of our clients for more than 35 years. These long-term relationships have afforded us many opportunities to meet our clients' needs and perform municipal engineering services. Our team has extensive experience in working under continuing contracts and is available for planned projects as well as unplanned emergencies. We are currently serving the municipalities of Tampa, Fort Myers, Punta Gorda, Lake Alfred, Daytona Beach, Palm Coast, Edgewater, Orlando, Sanford, Casselberry, Winter Springs, Lake Mary, Oviedo, Eustis, Titusville, Cape Coral, and DeLand; Bay, Volusia, Lee, Monroe, and Orange Counties; and the Bay, Volusia, Seminole, Lake, Osceola, and Polk County School Districts, as their Continuing Services Engineer. We are very proud of our continuing relationships.

CPH's Local Availability and National Support. CPH has team members located less than 20 minutes away from City offices at 5601 Mariner Street, Suite 105, Tampa, FL 33609. These staff members have active working experience in and around the area. Our team is very familiar with local conditions, design guidelines, and can hit the ground running.

RANKED IN TOP 300 ARCHITECTURE FIRMS IN THE UNITED STATES AND IN TOP 500 DESIGN FIRMS

Sincerely,
CPH, LLC.

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP | Chief Strategy and Success Officer

City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works
RFQ DEADLINE: September 30, 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: 59-2068806

Required Documents:

- ☐ **Cover Page, Pg 1**
- ☐ **Applicant Firm Sheet, Pg 27**
- ☐ **SubConsultant/Contractor, Pg 29**
- ☐ **Public Entity Crimes, Pg 33**
- ☐ **Addenda Receipt Acknowledgement. Pg 35**
- ☐ **E-Verify, Pg 37**
- ☐ **References-Pg 30**
- ☐ **Non Collusive, Pg 36**
- ☐ **Resumes & Organization Chart, Pg 23**
- ☐ **RFQ Response Form, Pg 3**
- ☐ **RFQ Table of Contents, Pg 28**
- ☐ **References, Pg 30**
- ☐ **Error & Omissions, Pg 38**
- ☐ **Debarment, Pg 39**
- ☐ **RFQ Acceptance, Pg 40**
- ☐ **Business Tax Receipt and Licenses, etc**
- ☐ **Drug Free WorkPlace, Pg 31**

FIRM NAME: CPH, LLC.

SUBMITTER'S NAME/TITLE: Nikhel Jindal, GCC, Assoc. DBIA, ENV SP ; Chief Strategy and Success Officer

ADDRESS: 5601 Mariner Street, Suite 105, Tampa, FL 33609

TELEPHONE NUMBER 813.288.0233 FAX 813.288.0433

EMAIL ADDRESS info@cphcorp.com

Firm Representative Signature: Date September 29th, 2022

Notary or Corporate

PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS – 35-22-05
APPLICANT FIRM

Project Title: PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

APPLICANT FIRM NAME: CPH, LLC.

ADDRESS: 5601 Mariner Street, Suite 105, Tampa, FL 33609

TELEPHONE NUMBER: 813.288.0233

FAX NUMBER: 813.288.0433

CONTACT PERSON/TITLE: Nikhel Jindal, GCC, Assoc. DBIA, ENV SP ; Chief Strategy and Success Officer

EMAIL ADDRESS: info@cphcorp.com

ALT CONTACT PERSON/TITLE: Matthew DeAngelo. P.E.

EMAIL ADDRESS: info@cphcorp.com

FEDERAL TAX ID NUMBER: 59-2068806

Type Ownership: Limited Liability Company

Submittal for X Parent Company ___ Branch or Subsidiary

Parent Company, if any:

Former Parent Company/Companies:

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

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP ;
Chief Strategy and Success Officer | Phone: (813) 288-0233

Jeffrey Satfield, P.E. ; Chief Development Officer | Phone: (813) 288-0233

Present Offices: City/State/Number of personnel for each:
5601 Mariner Street, Tampa, FL 33609 | Phone: (813) 288-0233

500 West Fulton Street, Sanford FL 32771 | Phone: (407) 322-6841

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SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-05

SUBCONSULTANT/CONTRUCTION

FIRMS: Firm Name and Address	Services to be Provided
1. DRMP, Inc. | 941 Lake Baldwin Ln, Orlando, FL 32814	1. GIS, Survey and Transportation Support
2. QUEST Corporation of America, Inc. | 17220 Camelot Ct, Land O' Lakes, FL 34638	2. Public Involvement
3. Arehna Engineering, Inc. | 5012 W Lemon St, Tampa, FL 33609	3. Geotechnical Services
4. Waggoner Engineering, Inc. | 143-A LeFleurs Square Jackson, MS 39211	4. Strategic Funding Planning
5. Alta Planning and Design | 1279 W Palmetto Park Road, Unit 3512, Boca Raton, FL 33486	5. Transportation Planning and Safety Evaulations

FINANCIAL RESPONSIBILITY

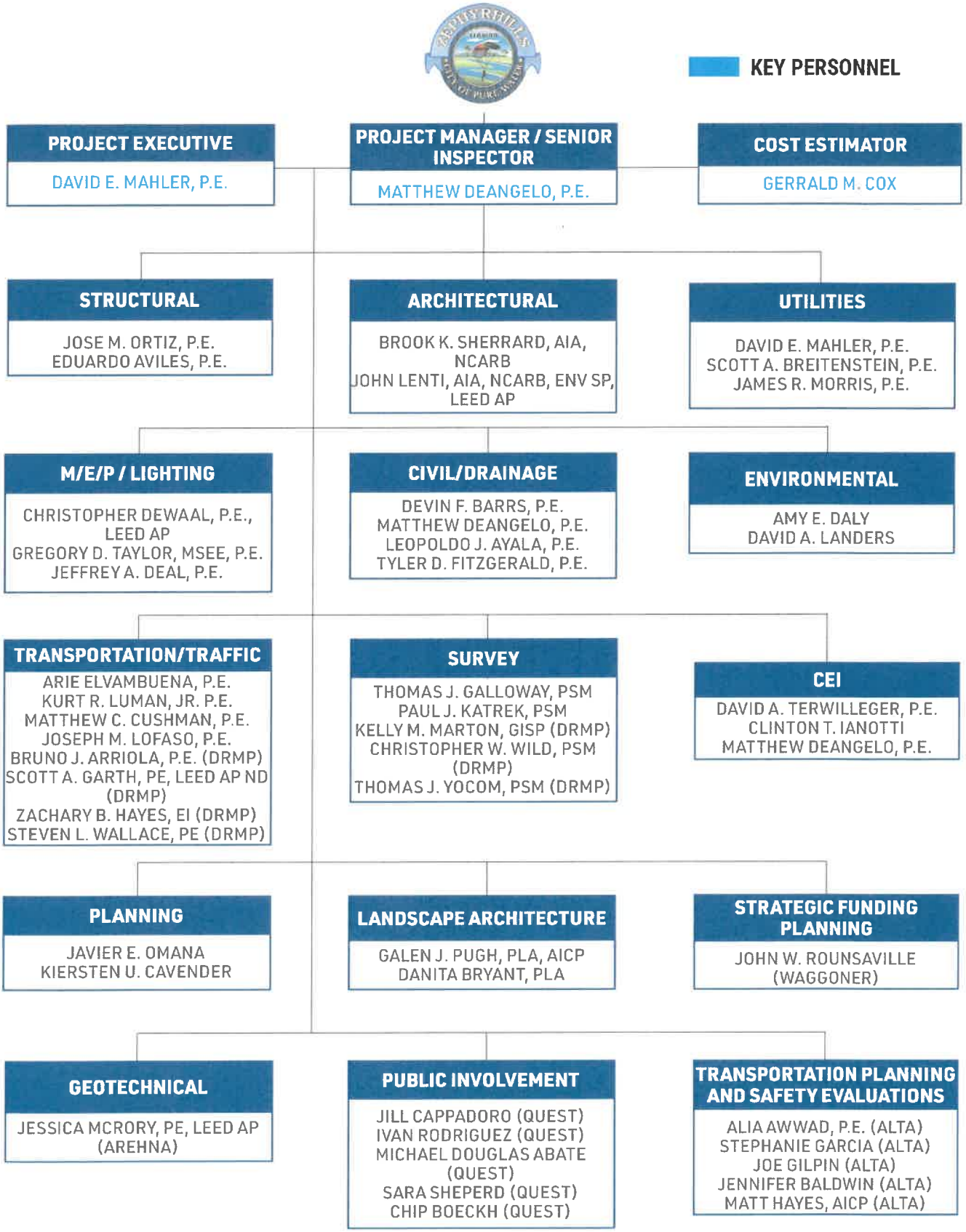
CPH has been in successful operation in Florida since 1981, and was part of a predecessor firm in the area dating back to the 1960's. Throughout this entire period our firm has been involved in design and development of public and private projects in Florida. In that time period, we are very proud of our client relationships and have never been terminated from a contract. Further, CPH has been in successful operation for over 41 years and has never had any license sanctions, bankruptcies, or major litigation. CPH has the resources to commit to this contract for the City of Zephyrhills, and has personnel, equipment, and facilities to successfully provide services under the "Professional Services - City Wide for CRA, Planning and Public Works" contract. CPH has the knowledge, expertise, and financial strength to perform this contract for the City.

NUMBER OF YEARS IN BUSINESS	41 Years (Since 1981)
BANK REFERENCE	Corporate Checking Account: SunTrust Contact Person: Lisa Johnson 200 S. Orange Avenue Mail Code 2063 Orlando, FL 32801 Phone: 407.237.4552
CREDIT RATINGS	Dun & Bradstreet Account No. 058232349 Tax ID# 59-2068806
INSURANCE REFERENCES	The Professional Liability, General Liability, Automobile Liability, and Umbrella Liability carrier is: Jackson, Collinsworth, & Johnson Insurance Agency, LLC. Contact: Mark Jackson Phone: 321.445.1860 CPH maintains Professional Liability Coverage for all projects. The Workers Compensation and Employers' Liability carrier is: Willis of Florida, Inc. Contact: Steve Preston Phone: 407.562.2500

4.3.7. RESPONSES TO THE **EVALUATION CRITERIA**

5.1 QUALIFICATION & EXPERIENCE OF THE PROPOSED PROJECT TEAM

CPH has assembled a vastly diverse and highly qualified team with experience in all discipline areas requested by the City of Zephyrhills. Our team is capable of providing services for every project that will emerge under this contract. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to Parkland's scope of services.



KEY PERSONNEL CHART

We have considered multiple criteria prior to assigning the key members listed below. This criteria includes: LOCAL knowledge, RECENT relevant project experience, CURRENT availability and COMMITMENT to the City of Zephyrhills. CPH has the ability to pull from over 290 staff members to assist in design and construction services. Our total level of in-house resources consists of engineers, designers, environmental scientists, contractors, architects, surveyors, planners, GIS analysts, and landscape architects. The chart below identifies our project team and their roles in relation to the City. Full page resumes have been provided on page 18 for our Key Personnel.

KEY PERSONNEL

NAME / ROLE / YEARS OF EXPERIENCE / PERCENT OF TIME AVAILABLE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	Education / Licenses
MATTHEW DEANGELO, P.E. **PROJECT MANAGER / SENIOR INSPECTOR** 5 YEARS 70% AVAILABILITY	› Design and Engineering Services › Stormwater Management › Water Quality & Treatment › Permitting › Site Design › Roadway Design	› Cape Coral SE 47th Terrace Streetscape Improvements › St Augustine Live Oak Water Main Replacement Project – City of Temple Terrace › Manatee County- Kingfish Boat Ramp	› B.S. in Environmental Engineering, University of Florida › Professional Engineer - FL (No. 91885)
DAVID E. MAHLER, P.E. **PROJECT EXECUTIVE** 32 YEARS 50% AVAILABILITY	› Large Diameter Pressurized Pipeline Design in Urbanized Areas › Utility System Relocations, including several projects due to FDOT roadway widening › Water Supply, Treatment, Pumping, Storage and Distribution › Wastewater Collection, Treatment and Pumping › Reclaimed Water Storage, Pumping and Distribution › Utility Systems Hydraulic Modeling	› SR-50 Utility Relocation Project (FDOT JPA) › Town of Oakland Water System Improvements Project › International Drive Potable Water Booster Pump Station Project › Cape Coral SE 47th Terrace Streetscape Improvements › FDOT I-4 Ultimate Project: City of Orlando – (CEI)	› B.S. in Environmental Engineering, University of Central Florida › Professional Engineer - FL (No.50041)
GERALD M. COX, CGC, CUC **COST ESTIMATOR** 46 YEARS 80% AVAILABILITY	› Licensed General and Underground Utility Contractor › Expert in conveyance systems and treatment plants › Extensive scheduling and cost estimation expertise › Expertise in: Commercial, Industrial, Infrastructure, Construction Management, Utility Systems, and Value Engineering	› US 17-92 RiverWalk, Phase III › SR 50 Green up program projects › Melbourne Misc. Design Contract for LAP Projects – Pineapple Avenue, Country Club Rd, and Front Street › Historic Goldsboro Boulevard Streetscape	› Certified General Contractor - FL (No. 010771) › Certified Utility Contractor - FL (No. 051667)
JOSE M. ORTIZ, MCE, P.E.,S.E. **STRUCTURAL ENGINEER** 25 YEARS 70% AVAILABILITY	› Structural Concrete, Steel, and Timber Design › Seismic/Wind Engineering › Construction Inspection/Supervision › High Rise Building Design › Theme Parks › Fall Protection › Failure Analysis & Post Disaster Assessment › Structural Evaluation and Retrofitting	› Monroe County Fire Station – Cudjoe Key › Orlando Sanford International Airport Terminal Expansion › US 17-92 RiverWalk, Phase III › Joe Moody Park	› M.E. in Structural Engineering, Cornell University › B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR › Professional Engineer - FL (No. 67920), PR (No. 17212)
EDUARDO AVILES, P.E. **STRUCTURAL ENGINEER** 8 YEARS 70% AVAILABILITY	› CADD Design › 3D Modeling › SAP 2000 › ETABS › WinPAS › Surveying › Retail	› Melching Field Stadium Renovations – Design Criteria › Package › Orlando - Sanford International Airport FIS Project (FIS @ OSIA) › Joe Moody Park › Casselberry Wirz Park Planning & Preliminary Design › Monroe County Fire Station – Cudjoe Key	› M.S. in Structural Engineering, University of Puerto Rico › B.S. in Civil Engineering, University of Puerto Rico › B.S. in Land Surveying, University of Puerto Rico › Professional Engineer - FL (No. 85877)
CLINT T. IANNOTTI **CEI** 26 YEARS 70% AVAILABILITY	› Construction Administration › Computer-Aided Design › Structural Inspection › FDOT Compliance › Cost Estimation	› Belle Terre Parkway Four-Laning › FDOT I-4 Ultimate Project: City of Orlando › FDOT I-4 Ultimate Project: City of Maitland	› Architectural/Structural AutoCAD Diploma, St Augustine Technical Center › FDOT Asphalt Paving Technician › Level I & II Intermediate Maintenance of Traffic
GALEN PUGH, RLA, AICP **LANDSCAPE ARCHITECT** 32 YEARS 80% AVAILABILITY	› Project Management › Landscape Architecture › Trails/Multi-Use Paths and Parks › Gateways/Entry Features › Streetscapes › Municipal Planning › Streetscape and Corridor › Municipal & Institutional	› Melching Field Stadium Renovations – Design Criteria Package › Casselberry Wirz Park Planning & Preliminary Design › Leesburg Aquatic Complex › Joe Moody Park	› B.A. Landscape Architecture, Louisiana State University › Registered Landscape Architect - FL (No. LA1522) › CPTED Course Completion › Certified Planner (AICP)

NAME / ROLE / YEARS OF EXPERIENCE / PERCENT OF TIME AVAILABLE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	Education / Licenses
BROOK K. SHERRARD, AIA, NCARB **ARCHITECT** 23 YEARS 60% AVAILABILITY	› Architectural Project Management › Completed more than 6.4 million SF of projects › Building Information Modeling (BIM) and sustainability initiatives › Experience designing projects according to LEED® Certification guidelines › REVIT	› Leesburg Teen Center › Joe Moody Park › Casselberry Wirz Park Planning & Preliminary Design › Melching Field Stadium Renovations – Design Criteria Package	› M.S. in Architecture, University of South Florida, School of Architecture and Community Design › B.S. in Applied Technology/Business, Florida Institute of Technology › A.S. in Life Sciences, Harrisburg Area Community College › Registered Architect – FL (No. AR92948), American Institute of Architects (AIA), National Council of Architectural Registration Boards (NCARB)
JOHN M. LENTI, AIA, NCARB, ENV SP, LEED AP **ARCHITECT** 32 YEARS 70% AVAILABILITY	› Public Services Department Fleet Facility Design › Public Services Department Site Master Plan	› SR-50 Utility Relocation Project (FDOT JPA) › Town of Oakland Water System Improvements Project › International Drive Potable Water Booster Pump Station Project › Cape Coral SE 47th Terrace Streetscape Improvements › FDOT I-4 Ultimate Project: City of Orlando – (CEI)	› MBA, University Of Saint Francis, Fort Wayne, Indiana › M. Architecture, University Of Illinois, Chicago, Illinois › B.S Architecture, University Of Wisconsin, Milwaukee, Wisconsin › NCARB, ISI ENV SP, ISI Trainer ISI Verifier, LEED AP BD+C, Registered Architect
SCOTT A. BREITENSTEIN, P.E. **UTILITIES** 31 YEARS 80% AVAILABILITY	› Wastewater treatment plants › Wastewater master plans › Process piping optimization and design › FDEP wastewater facilities permitting › Process pumping systems › Collection/Transmission systems › Lift station design and optimization	› Town of Oakland Water System Improvements Project › Haines City New Water Treatment System Upgrades for › Control of Disinfection By-Products (DBPs) › City of Lake Alfred Water Facilities Plans › Grand Island Shores Booster Station	› B.S. in Environmental Engineering, University of Central Florida › Professional Engineer - FL (No. 57402)
JAMES R. MORRIS, JR., P.E. **UTILITIES** 23 YEARS 70% AVAILABILITY	› Project Manager and Engineer for Multiple Large Diameter Pressurized Pipelines in Urban Areas › Utility Relocations › Water, Reclaimed Water, and Wastewater Transmission Systems Design › Construction Administration › Utility Coordination › Pumping Facilities › Plan and Specification Preparation › Design on Aerial Crossings, Jack and Bores, and Directional Drills	› Simpson Road 30" Water Main Project › SR-50 Utility Relocation Project (FDOT JPA) › Jay Lawson Booster Pump Station › SR 482 Utility Relocation - Adjustment Project (Sand Lake Road from International Drive to Universal Boulevard)	› B.S. in Environmental Engineering, University of Central Florida › Professional Engineer - FL (No. 62384) › Commercial Pilot License (No. 266577109)
CHRISTOPHER DEWAAL, P.E., LEED AP **ELECTRICAL ENGINEER** 28 YEARS 70% AVAILABILITY	› Project Management › Electrical Design › Electrical study › Substation and distribution line design and equipment specifications › SCADA/instrumentation and controls	› Melching Field Stadium Renovations – Design Criteria › Package › Orlando - Sanford International Airport FIS Project (FIS @ OSIA) › Joe Moody Park › Casselberry Wirz Park Planning & Preliminary Design › Monroe County Fire Station – Cudjoe Key	› M.E.M. in Engineering Management, Kansas State University › M.S. in Electrical Engineering, Kansas State University › B.S. in Electrical Engineering, Michigan Technological University › Professional Engineer - FL (No. 58964) › LEED Accredited Professional
GREGORY D. TAYLOR, M.S.E.E., P.E. **ELECTRICAL ENGINEER** 37 YEARS 80% AVAILABILITY	› Low-Voltage Systems › Electrical Design for Offices, Schools & Industrial Facilities › Emergency Power Systems › Lightning Protection Systems › Design of Photovoltaic Systems › Design of SCADA Systems › Fire Alarm Systems › CCTV Cameras & Video Equipment › Intercom, Audio-Visual & Voice/Data Systems	› Monroe County Fire Station – Cudjoe Key › Orlando Sanford International Airport Terminal Expansion › US 17-92 RiverWalk, Phase III › Joe Moody Park	› M.S. in Electrical Engineering, Mercer University › B.S. in Electrical Engineering, Georgia Institute of Technology › Professional Engineer - MI (No. 25602), FL (No. 77811)
JAVIER E. OMANA, CNU-A **PLANNING** 38 YEARS 80% AVAILABILITY	› Low-Voltage Systems › Electrical Design for Offices, Schools & Industrial Facilities › Emergency Power Systems › Lightning Protection Systems › Design of Photovoltaic Systems › Design of SCADA Systems › Fire Alarm Systems › CCTV Cameras & Video Equipment › Intercom, Audio-Visual & Voice/Data Systems	› Cape Coral Northwest Cape and 7 Islands Vision Plan › Islamorada Fills Vision Plan › Historic Goldsboro Boulevard Streetscape › Georgia Avenue District Redevelopment Vision/Master Plan	› M.A. in Urban and Regional Planning, University of Florida › B.S. in Business Administration, University of Florida › CNU-a Accredited Member

NAME / ROLE / YEARS OF EXPERIENCE / PERCENT OF TIME AVAILABLE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	Education / Licenses
JEFFREY A. DEAL, P.E. **MECHANICAL ENGINEER** 9 YEARS 70% AVAILABILITY	› M/E/P Project Management › Retail/Office › Education › Restaurant › Industrial/Warehouse › Chapel/Religious Assembly › High End Residential › Government/Police/Fire	› Monroe County Fire Station – Cudjoe Key › Melching Field Stadium Renovations – Design Criteria Package › Joe Moody Park › Orlando - Sanford International Airport FIS Project (FIS @ OSIA) › Dr. Joyce M. Cusak Community Resource Center	› B.S. in Mechanical Engineering, University of Central Florida › Professional Engineer - FL (No. 87451)
DEVIN BARRS, P.E. **CIVIL/DRAINAGE** 19 YEARS 70% AVAILABILITY	› Project Management › Roadway Design › Land Development › Stormwater Management Systems › Permitting › Water and Wastewater Utility Design › Utility Coordination › Bidding and Construction Administration	› Hillsborough County Intersection Improvement Project PD&E Design - Sheldon Road and Waters Avenue › Mitchell Hammock/Lake Jessup Intersection Improvements › Oakland Signal Retiming – SR 50 (Colonial Drive) and Oakland Avenue – Client: Town of Oakland › SR 50 Crash Analysis – SR 429 to Good Homes Road – Client: City of Ocoee	› M.E.M. in Engineering Management, Kansas State University › M.S. in Electrical Engineering, Kansas State University › B.S. in Electrical Engineering, Michigan Technological University › Professional Engineer - FL (No. 58964) › LEED Accredited Professional
LEOPOLDO J. AYALA, P.E. **CIVIL/DRAINAGE** 27 YEARS 80% AVAILABILITY	› Land Development › Stormwater Management › Permitting › Quality Control › Project Management	› Wal-Mart Store Expansion – Winter Haven, FL › Wal-Mart Stores, Inc. – New Stores Program › McDonald's USA Corp. – New and Rebuild Store Program	› B.S. in Environmental Engineering, University of Central Florida, 1995 › B.S. in Civil Engineering, Andrés Bello-Catholic University, Venezuela, 1988
TYLER FITZGERALD, P.E. **CIVIL/DRAINAGE** 5 YEARS 70% AVAILABILITY	› Stormwater Design › Commercial Site Planning › Residential Site Planning › Utility Design › Floodplain Compensation › Cost Estimation › Nutrient Loading Analysis	› Leesburg Aquatic Facility › City of Sanford – Pump Branch & Georgetown Stormwater Modeling	› B.S. in Mechanical Engineering, University of Central Florida › Professional Engineer - FL (No. 87451)
AMY E. DALY, LEED AP **ENVIRONMENTAL SCIENTIST** 29 YEARS 50% AVAILABILITY	› Project Management › Electrical Design › Electrical study › Substation and distribution line design and equipment specifications › SCADA/instrumentation and controls	› US 17-92 RiverWalk, Phase II - III (FDOT LAP) › Seminole Wekiva Trail, Phase IV (FDOT LAP)Florida › Coast to Coast Trailhead at Parrish Park › East Central Regional Rail Trail (ECRRT) (FDOT LAP)	› M.B.A., FMU, Summa Cum Laude › B.S. in Biological Sciences, Florida State University › Florida Unified Mitigation Methodology Course › Qualified Stormwater Management Inspector › Authorized Gopher Tortoise Agent (No. GTA-09-00145) › LEED Accredited Professional
DAVID LANDERS **ENVIRONMENTAL SCIENTIST** 26 YEARS 80% AVAILABILITY	› Low-Voltage Systems › Electrical Design for Offices, Schools & Industrial Facilities › Emergency Power Systems › Lightning Protection Systems › Design of Photovoltaic Systems › Design of SCADA Systems › Fire Alarm Systems › CCTV Cameras & Video Equipment › Intercom, Audio-Visual & Voice/Data Systems	› Caspersen Beach Park Improvements › North Jetty Park Improvements › Punta Gorda Linear Park / Multi-Use Trail › Manasota Beach Park Restroom and Concession Stand	› B.S. in Zoology, University of South Florida › B.A. in Russian, University of South Florida › FDEP Certified Stormwater › Inspector & Certified Trainer › Water Quality Impact Evaluation, FDOT Certification Number 186, 1995 › Prescribed Fire Course, SSI Advanced Open Water SCUBA Diver › ISA - Certified Arborist #FL6610A
DANITA BRYANT, PLA **LANDSCAPE ARCHITECTURE** 18 YEARS 70% AVAILABILITY	› Landscape Architecture › Trails/Multi-Use Paths and Parks › Gateways/Entry Features › Streetscapes › Municipal Planning › Streetscape and Corridor › Municipal & Institutional	› Cape Coral SE 47th Terrace Streetscape Improvements › US 17-92 RiverWalk, Phase II - III (FDOT LAP) › Melching Field Stadium Renovations – Design Criteria Package › Miramar's Regional Park - 9/11 Memorial	› AAS in Drafting and Design, Wytheville Community College › Professional Landscape Architect - FL (No. LA6667318)

NAME / ROLE / YEARS OF EXPERIENCE / PERCENT OF TIME AVAILABLE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	Education / Licenses
ARIEL P. ELVAMBUENA, P.E. **TRANSPORTATION/TRAFFIC** 26 YEARS 70% AVAILABILITY	› Roadway paving, widening, extensions, new roads; turn lane additions and traffic upgrades › Established knowledge and expertise of FDOT guidelines and FDOT LAP › Trails and Shared-Use Paths › Signing and Pavement Parking › Maintenance of Traffic Plans › Streetscapes › Public Involvement / Permitting › Drainage/Flood Plain	› US 17-92 RiverWalk, Phase II - III (FDOT LAP) › Melbourne Misc. Design Contract For LAP Projects – Pineapple Avenue, Country Club Rd, And Front Street › Ocoee Downtown Streets Redevelopment	› B.S. in Civil Engineering, Purdue University › Professional Engineer - FL (No. 66657) › CTQP QC Manager › CTQP Asphalt Paving Technician, Level I & II › FDOT AMOT No. 22504 › Philippine Engineers and Scientist Organization › Philippine Professional Association
KURT R. LUMAN, JR., P.E. **TRANSPORTATION/TRAFFIC** 23 YEARS 70% AVAILABILITY	› Roadway paving, widening, extensions, new roads; as well as turn lane additions and traffic upgrades › DOT guidelines and DOT LAP › Trails and Shared-Use Paths › Signing and Pavement Parking › Maintenance of Traffic Plans › Streetscapes › Public Involvement › Permitting › Drainage/Flood Plain	› Cape Coral SE 47th Terrace Streetscape Improvements › US 17-92 RiverWalk, Phase II - III (FDOT LAP) › Melching Field Stadium Renovations – Design Criteria Package › Earl Brown Park Improvements › City of Palm Coast – Citation Parkway Improvements	› B.S. in Civil Engineering, University of Central Florida › Professional Engineer - FL (No. 65036), Advance Maintenance of Traffic, FDOT, Critical Structures › Construction Issues Course
MATTHEW CUSHMAN, P.E. **TRANSPORTATION/TRAFFIC** 17 YEARS 80% AVAILABILITY	› Trails and Shared-Use Paths › Roadway Paving › Roadway Widening › Extensions › New Roads › Turn Lane Additions and Traffic Upgrades › FDOT Guidelines and FDOT LAP › Permitting › Public Involvement	› US 17-92 RiverWalk, Phase II - III (FDOT LAP) › Seminole Wekiva Trail, Phase IV (FDOT LAP) Florida Coast to Coast Trailhead at Parrish Park › East Central Regional Rail Trail (ECRRT) (FDOT LAP)	› B.S. in Aerospace Engineering, Embry-Riddle Aeronautical College › Professional Engineer, FL (No. 73150) › Advanced Maintenance of Traffic › Traffic Signal Inspector Level I, IMSA Certified - FL
THOMAS J. GALLOWAY, PSM **SURVEY** 26 YEARS 50% AVAILABILITY	› Surveying and Management › Highway Projects › Land Development › Commercial and Private Projects › Municipal Projects	› US 17-92 RiverWalk, Phase II - III (FDOT LAP) › City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project › Leesburg Teen Center › East Central Regional Rail Trail (ECRRT) (FDOT LAP)	› B.S. in Surveying and Mapping, University of Florida › Professional Surveyor & Mapper - FL (No. 6549) › NCEES Council No. 1291
PAUL J. KATREK, PSM **SURVEY** 30 YEARS 60% AVAILABILITY	› Surveying and Management › Highway Projects › Land Development/Commercial and Private Projects › Municipal Projects	› Sanford South Water Resource Center – BNR Improvements and Treatment › Casselberry Wirz Park Planning & Preliminary Design › Monroe County Fire Station – Cudjoe Key › DeBary Central Fire Station and Police Station	› A.S. in Architecture & Building Technology, Daytona Beach Community College › Professional Surveyor & Mapper - FL (No. 6233) › NCEES Record No. 1342
DAVID A. TERWILLEGER, P.E., CGC **CEI** 40 YEARS 70% AVAILABILITY	› Project Management › Capital Planning › Utility Coordination and Design › Permitting › Roadway Design › Interlocal Coordination › Cost Estimation › Constructability Review › Value Engineering › Phasing/Scheduling	› CEI Services For City Of Sanford - US 17-92 Riverwalk, Phase III › Highbanks Road & US 17-92 Intersection › FDOT I-4 Ultimate Project: City of Orlando	› B.S. in Civil Engineering, University of Florida › M.S. in Civil Engineering, University of Central Florida Graduate work in Structural and Geotechnical Engineering › Professional Engineer – FL (No. 34376) Certified General Contractor – FL (No. CGC 031751), Advanced Maintenance of Traffic › CTQP QC Manager

5.5 STATEMENT OF SELECTION







WHY CHOOSE CPH?

We have carefully selected our team based upon the depth of their qualifications, reputation for response, recognition for quality work, experience, and past performance. **The advantages our team offers** the City of Zephyrhills **on this contract include the following:**

1 CPH is a well-established, financially strong, and multi-disciplined firm with approximately 290+ personnel that consists of a full service, in-house team of engineers, structural engineers, architects, landscape architects, surveyors, environmental scientists, and contractors (estimators and schedules) necessary to complete any project. Our team has the techincal depth to not only streamline the delivery of services through our multi-disciplinary team, but also to provide services for multiple projects at any given time and provide responsive services.

2 Our firm and team are experts in public infastructure projects including redevelopment agencies and special taking districts. Our range of expertise includes fire/police stations, public works complexes, parks, complete streets and vision zero improvements, roads and intersections, trails (including FDOT LAP), gateways, and stormwater improvements.

3 CPH has a well-established and successful project approach to ensure timely, low cost, and high quality delivery of every project assigned. Our approach has a proven track record based on the many projects successfully completed. Our team is known as a team that has consistently thought "out of the box" for our clients. CPH has been pivotal in assisting our clients in staying ahead of the curve and implementing unique solutions to design challenges as well as assisting in grant funding.

4 This contract and the potential projects fit ideally into the proposed project teams' work schedule. This team has completed design on nearly identical projects and the projects are nearly complete we can commit this highly qualified team to this project to meet the project schedule.

5 CPH's team is made up of long term staff members. This provides the City with continuity throughout the term of the contract as well as a proven team that has worked together for many years.

5.6 APPROACH TO PROJECTS & ABILITY TO FURNISH REQUIRED SERVICES

CPH prides itself in its capability to "provide quality and innovation for design and construction." In every aspect of the business, CPH takes pride in providing timely, cost effective and appropriate engineering services to support its clients and help them achieve their objectives. Known as a leading multi-disciplinary consulting architecture and engineering firm, CPH provides services in the following areas:

- Architectural Services/Landscape Architecture
- Engineering Services (Civil, Structural, and Utilities)
- Transportation Engineering, including Traffic Planning and Design
- Construction Engineering and Inspection/ Construction Management
- Master Planning
- Water/Wastewater/Reclaimed/Stormwater Systems
- Hydraulics and hydrology
- Environmental Sciences
- Land Planning/Zoning
- Surveying & Mapping
- Other related fields

#40 ENR SOUTHEAST TOP DESIGN FIRMS

#366 ENR TOP 500 DESIGN FIRMS

#20 ENR TOP 25 DESIGN FIRMS IN FLORIDA

TOP 300 ARCHITECTS IN THE U.S.

SUBCONSULTANT FIRM / LOCATION	ROLE
QUEST CORPORATION OF AMERICA, INC. 17220 CAMELOT CT LAND O' LAKES, FL 34638	PUBLIC INVOLVEMENT
DRMP, INC. 941 LAKE BALDWIN LANE ORLANDO, FL 32814	SURVEY & TRANSPORTATION SUPPORT
WAGGONER ENGINEERING, INC. 360 CENTRAL AVENUE SUITE 1020, ST. PETERSBURG, FL 33701	STRATEGIC FUNDING PLANNING
AREHNA ENGINEERING, INC. 5012 W. LEMON STREET TAMPA, FL 33609	GEOTECHNICAL SERVICES
ALTA PLANNING + DESIGN 1279 W PALMETTO PARK ROAD, UNIT 3512, BOCA RATON, FL 33486	TRANSPORTATION PLANNING AND SAFETY EVAULATIONS

For this contract we have assigned two primary leaders to act as primary liaison between the CPH team and the City of Zephyrhills. These leaders have extensive work in and around the area. Each design manager is well qualified to provide the services requested by the City of Zephyrhills.



MATTHEW DEANGELO, P.E.

5 Years of Experience

Mr. D'Angelo serves CPH as a Project Engineer for the firm's Tampa office. He is responsible for engineering and design of land development, roadway, and utility projects with focus on design and permitting of stormwater management systems.

- ☑ Design and Engineering Services
- ☑ Site Design
- ☑ Stormwater Management
- ☑ Roadway Design
- ☑ Permitting
- ☑ Water Quality and Treatment



DAVID E. MAHLER, P.E.

32 Years of Experience

Mr. Mahler serves CPH as Chief Operating Officer - Public Services. He is a Project Manager/Project Engineer for municipal and private clients. Mr. Mahler has been involved with numerous utility system installation, rehabilitation and relocation projects for both municipal and private clients. He has also been involved with the evaluation of utility systems from small service lines to major collection and transmission systems. In addition, he specializes in relocation of existing utilities associated with roadway projects. He has also been involved with land development and roadway design and permitting for private clients.

- ☑ Large Diameter Pressurized Pipeline Design in Urbanized Areas
- ☑ Utility System Relocations, including several projects due to FDOT roadway widening
- ☑ Water Supply, Treatment, Pumping, Storage and Distribution
- ☑ Utility Systems Hydraulic Modeling
- ☑ Wastewater Collection, Treatment and Pumping

PROJECT APPROACH

APPROACH TO PROJECT MANAGEMENT



The key to managing and controlling the project schedule and budget will be continual coordination between all CPH team members and the City. This team effort will be directed by Matthew DeAngelo, P.E. To maintain proper control of the schedule and budget, the CPH project manager and team members will continually monitor the project on a weekly and monthly basis from inception to completion. Typical management tools to monitor schedule and budget include field coordination meetings, weekly/monthly look-ahead schedules that are updated routinely, and detailed 90-day schedules updated monthly.

CPH is a very well established Florida firm having a history of strong and efficient utility experience in Florida dating back to the early 1960's. Since our inception, our team has been providing services for Public and private clients. CPH and our staff are recognized leaders in the planning, design, and construction of projects throughout Florida. Our team has provided these services on hundreds of millions of dollars' worth of improvements, and has the established relationships that will help assure that the City of Zephyrhills' projects are a success.

CPH, with over 290 employees, CPH has all the expertise to deliver cost effective projects with an expedited schedule. Clients of all sizes rely on CPH and our team's design and management expertise to assist in providing solutions to complex challenges and meeting local, state, and federal regulatory requirements. Our team provides designs that are efficient, cost effective, and operator-friendly. CPH has the experience to provide the City with all necessary technical services to exceed the expectations for any assigned project.







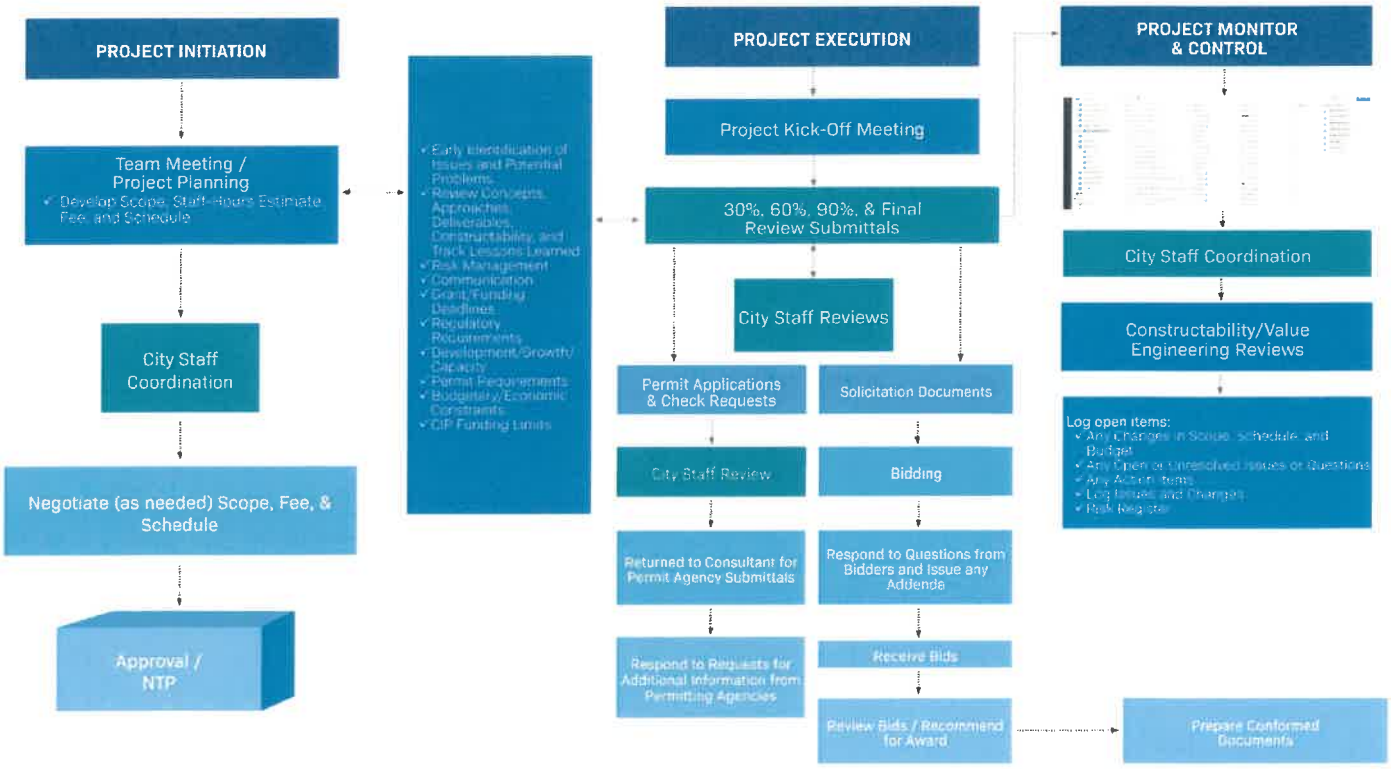






CPH's approach to providing services to the City will be a collaborative effort between the City and CPH. Excellent communication protocols will be established between all parties to develop an understanding of all goals and budget constraints to assist in the development of specific scopes and schedules to complete projects assigned through the Professional Services - City Wide for CRA, Planning, & Public Works contract. Critical attention will be focused on the planning, conceptual design, implementation, maintenance, quality assurance, communication and management of each assignment assuring that completed projects exceed expectations.

CPH followed the following approach in the implementation of these projects, which will be applied to the City's projects:



QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

CPH has an established culture that places emphasis on quality control and assurance for our clients. The firm and team members are dedicated to this process and incorporation of good design and construction practices from the inception of projects. CPH's corporate quality initiatives includes developing a quality control/assurance standardization committee, benchmark reviews by experienced, qualified technical personnel, and means and methods quality reviews by licensed general and utility contractors. The team routinely meets with clients to conduct completed project reviews to evaluate team performance and identify opportunities to enhance service.

CPH's established culture is instilled in every team member and requires that the staff act as an extension of our clients staffing, providing them with services that are on time, within budget, cost effective, and of the highest level of quality. CPH has Standard Operating Procedures (SOP) for all of our major programs (transportation, infrastructure, utilities, stormwater, commercial, residential, and municipal) that include project management techniques, cost estimating, design alternative reviews, subconsultant design reviews, and client communication requirements.

Four Level Quality Control Review System
CPH's quality control system is separated into four (4) distinct levels described as follows:



1. **Project Manager QA/QC Review:** CPH project managers are trained to review all documentation, including information received from the client, other agencies, subconsultants, and internal drawings and specifications. This is the first step in assuring accurate information and proper project design. The project manager is responsible for reviewing the project for accuracy and required changes.



2. **Technical Review Committee Member QA/QC Review:** Throughout the design phase, starting from inception, CPH provides one to two team members that will work with the project manager and designer to review areas of concern and offer additional technical expertise. This person is not involved in the daily design facets, but is kept up-to-date through the use of monthly design updates. The technical review committee provides a quality check various design options, plans, and other construction documents at the 30%, 60%, 90%, and 100% completion intervals.



3. **"Full Field" Of QA/QC Review:** At the 30%, 60%, and 90% stages of the design, the project documentation and specifications are turned over to engineers from other fields to review alternative options and quality of plans. For example, an infrastructure project will be turned over to an independent engineer in our roadway or utility department. This provides a complete internal audit from personnel that have not been involved in the project and are "seeing the project for the first time".



4. **Contractor/Inspector QA/QC Review:** In addition to engineers and construction personnel, the team has the added value of having on-staff licensed general and utility contractors that can review projects from various perspectives. With experienced personnel that have provided construction services for over 30 years, we are able to review the project from a constructability and/or mean and methods view point. In addition, the licensed on staff contractors review projects and provide "real-time" cost estimates throughout the duration of the project. This construction experience allows the team to view projects through the eyes of a contractor with the ability to identify intangible cost factors, elements such as restricted site conditions, specialized equipment requirements, excessive material and labor costs, impacts on schedules, etc. that may not be apparent to a design engineer.

Project Quality System
Our management adheres to the Total Quality Management approach. Management and design personnel are not separated. Upper level professionals are involved directly in the design of projects on a day-to-day basis and all levels of personnel are invited and encouraged to help decide how a project is developed. This philosophy allows CPH to utilize the design experience of management personnel and encourage production personnel to be part of the process and strive for quality. Every CPH employee is instructed and held accountable for the quality of our projects.

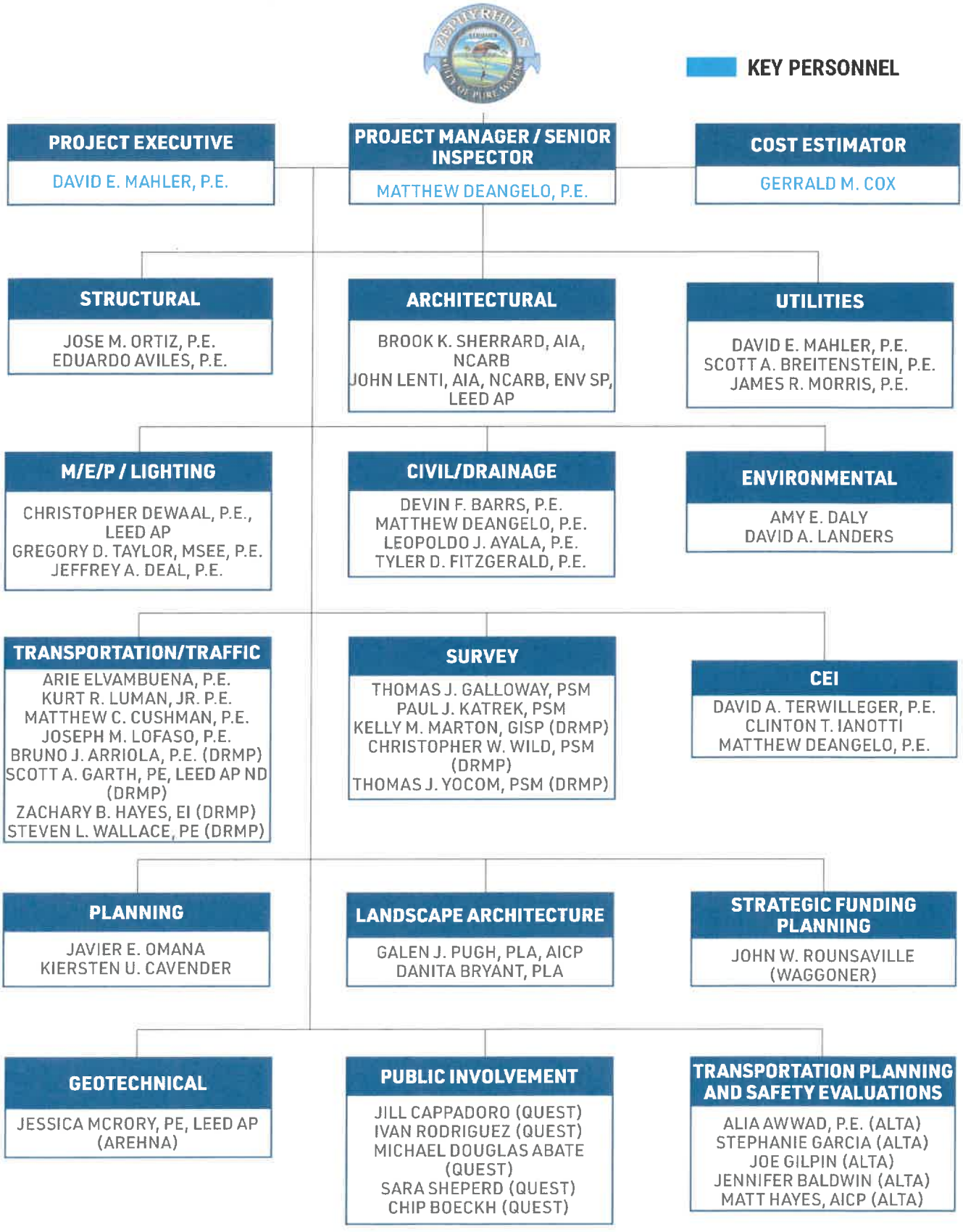
Authority for a particular project is delegated to the Project Manager for execution of the project work. A project team having previous experience on similar projects is assembled with leadership from the Project Manager. The Project Manager is the coordinator and point of contact person for the project.

Initially, the members of the team are assembled and briefed on the scope of the project, the budget and possible constraints. This initial meeting is used to establish the basic project approach, to establish the direction of the work, and to give all members of the team an opportunity to visualize the whole project. Once the objective is established, the tasks are assigned to each team member and input from the team is solicited. Project approach is discussed and the format of the deliverables is established.

5.7 ABILITY OF PROFESSIONAL PERSONNEL

ORGANIZATIONAL CHART

CPH has assembled a vastly diverse and highly qualified team with experience in all discipline areas requested by the City of Zephyrhills. Our team is capable of providing services for every project that will emerge under this contract. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to Parkland's scope of services.



1.



2.

TEMPLE TERRACE
Amazing City. Since 1925.

3.





MATTHEW D'ANGELO, P.E.

PROJECT MANAGER / SENIOR INSPECTOR

Years of Experience: 5

Education:
B.S. in Environmental Engineering, University of Florida

Licenses & Certifications:
Proefessional Engineer - FL (No. 91885)

Key Skills / Qualifications:
- Design and Engineering Services
- Stormwater Management
- Water Quality & Treatment
- Permitting
- Site Design
- Roadway Design

Overview: Mr. D'Angelo serves CPH as a Project Engineer for the firm's Tampa office. He is responsible for engineering and design of land development, roadway, and utility projects with focus on design and permitting of stormwater management systems.

1. PUMP STATION 79 REPLACEMENT PROJECT CEI SERVICES - PINELLAS COUNTY - Pinellas County has recently tasked CPH to perform construction engineering and inspection services for their Pump Station 79 Replacement Project. The project area is located in North Reddington Beach. The project consists of the installation of a 10' diameter wet well installed approximately 30' into the ground as well was the installation of sanitary structures and pipes. This project will replace the aging infrastructure that is currently serving the area.

2. ST AUGUSTINE LIVE OAK WATER MAIN REPLACEMENT PROJECT – CITY OF TEMPLE TERRACE - Relocating and upsizing potable water pipelines from inaccessible rear/side yard easements to public street right-of-way. Working within an older established residential community to provide improved domestic water pressure and flow and provide effective fire service coverage throughout the neighborhood. The project involves working with each property owner to determine the best way to relocate their water and irrigation services from the rear/side easements to the front street right-of-way and keep the intrusion into the property to a minimum.

3. MANATEE COUNTY- KINGFISH BOAT RAMP - Redevelopment of existing Kingfish Boat Ramp owned and maintained by Manatee County Parks and Natural Resources. The proposed improvements include: replacement/ addition of boat ramp single launch lanes, paving of gravel parking lot, reconfiguration of parking area and additional trailer parking spaces, addition of a stormwater management facility, new dock/pile system, and new sea wall. The project is proposed to be completed in two phases. The first phase will consist of parking lot, sea wall/dock, stormwater, and boat ramp improvements within the existing project boundary. The second phase of the project will consist of parking lot improvements that will expand into a new project boundary with additional area provided by FDOT SR64 improvements. Overall, the project is very personal to the local residential and fishing community on the west coast of Florida, with users ranging from Tampa down to North Sarasota. The boat ramp provides excellent access to inshore fishing grounds and the open waters of the Gulf of Mexico (Skyway Bridge), making it the most popular destination for private and charter boats within Manatee County. The redevelopment will provide access to coastal waters for the opportunity of experiencing Florida's iconic sportfishing and wildlife. Innovative techniques used to design the seawall: wave action against seawall, dock, and boat ramp were modeled using computational fluid dynamics and numerical modeling software to determine the necessary reinforcement of the structures.

1.



2.



3.



1. CAPE CORAL SE 47TH TERRACE STREETSCAPE IMPROVEMENTS - CPH was selected by the City of Cape Coral to provide professional design and construction engineering services for the streetscape improvements of SE 47th Terrace, from Coronado Parkway to Del Prado Blvd. The improvements included sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/ upgrades. CPH also designed the utility upgrades/modifications, including a new upsized water main, new force main, and a new reclaimed water main. Design services also included modifications to the City's Club Square, such as added sidewalks, bio-retention swales, entrance feature, ADA improvements, landscaping, and streetlights.

2. BELLE TERRE PARKWAY FOUR-LANING - CPH provided complete transportation planning and design services including preliminary engineering analysis, pond siting, roadway realignment alternatives, roadway design, drainage design, traffic analysis and design, landscape architecture, utility design and coordination, right-of-way impact analysis and acquisition, design surveying, and environmental services for the Belle Terre Parkway four-laning. The project consisted of reconstructing approximately 4.1 miles of an existing 2-lane rural road to a 4-lane divided urban roadway with four 12-foot travel lanes and two 4-foot bicycle lanes.

3. TOWN OF OAKLAND – STORMWATER / DRAINAGE IMPROVEMENTS - CPH designed the project, coordinated the plans preparation and review with the Client, assisted in the bidding process, and performed project inspections through construction and completed the substantial and final walk through of the site for final acceptance. The work included approximately 2,030 LF of road reconstruction, installation of approximately 3,130 LF of storm pipe varying in size from 15" HDPE to 38"x60" ERCP, storm water pond reconstruction. Project received State of Florida Grant money from the Department of Environmental Protection Agency. CPH assisted in submitting the necessary documents to the State for environmental compliance and grant requirements.



DAVID E. MAHLER, P.E.

PROJECT EXECUTIVE

Years of Experience: 32

Education:
B.S. in Environmental Engineering, University of Central Florida

Licenses & Certifications:
Professional Engineer - FL (No. 56875)

Key Skills / Qualifications:
- Large Diameter Pressurized Pipeline Design in Urbanized Areas
- Utility System Relocations, including several projects due to FDOT roadway widening
- Water Supply, Treatment, Pumping, Storage and Distribution
- Wastewater Collection, Treatment and Pumping
- Reclaimed Water Storage, Pumping and Distribution
- Utility Systems Hydraulic Modeling

Overview: Mr. Mahler serves CPH as Chief Operating Officer - Public Services. He is a Project Manager/Project Engineer for municipal and private clients. Mr. Mahler has been involved with numerous utility system installation, rehabilitation and relocation projects for both municipal and private clients. He has also been involved with the evaluation of utility systems from small service lines to major collection and transmission systems. In addition, he specializes in relocation of existing utilities associated with roadway projects. He has also been involved with land development and roadway design and permitting for private clients.

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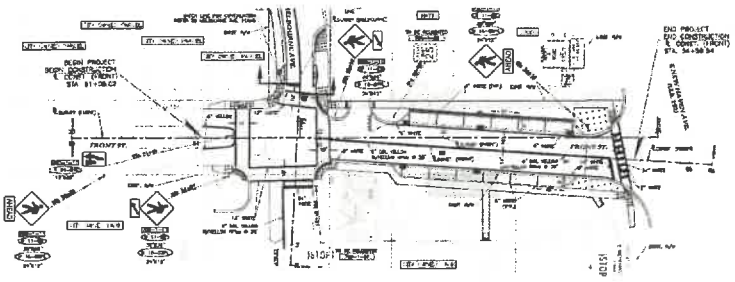


1. US 17-92 RIVERWALK, PHASE III - CPH provided planning, survey, and design services for a 1.7 mile extension to an existing trail. The new extension connects to the previous phase designed by CPH and is the final connection between the I-4 Corridor with the adjacent Seminole County Rinehart Trail and the downtown Sanford RiverWalk Trail system. This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/ Design , Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid-Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

2. SR 50 GREEN UP PROGRAM PROJECTS - FDOT On-System LAP Project and City CRA Planning District. Processed Multiple FDOT Variances and Followed City's 50-West Planning Guide. Included a 3.25 Miles Median Landscape, Urban Principal Arterial, and New Irrigation System.

3. MELBOURNE MISC. DESIGN CONTRACT FOR LAP PROJECTS – PINEAPPLE AVENUE, COUNTRY CLUB RD, AND FRONT STREET - Pineapple Ave. project includes design of new bicycle and pedestrian facilities for approx. 2,600 LF (10-ft.-wide multi-use path / 5-ft. bike lanes / raised crosswalks). Country Club Rd. project includes 2,560 LF of 6-ft. concrete sidewalk along Country Club Road, 850 LF of 5-ft. sidewalk along Melbourne Avenue, and 900 LF of 5-ft. sidewalk along Edgewood Drive (total of 4,310 LF / 0.82miles). Lastly, the Front St. project includes 12-ft.-wide multi-use path, reconstruction of existing sidewalks to 6-ft., 5-ft.-wide bike lanes; new 6-ft. sidewalks on both sides of the roadway.

4. HISTORIC GOLDSBORO BOULEVARD STREETSCAPE - CPH provided planning, design, and permitting services to the City of Sanford for the redevelopment of Historic Goldsboro Boulevard. The project included the design of streetscape improvements for the corridor from William Clark Avenue to South Persimmon Avenue. The streetscape design includes new parallel parking, landscape bulb-outs, street and pedestrian lighting, reconstruction of the sidewalks, repaving of the roadway, drainage improvements, and pedestrian crossings. The $2.5 Million improvement is a beautification project that is a catalyst for economic development within the corridor.



GERALD M. COX, CGC, CUC

COST ESTIMATOR

Years of Experience: 46

Education:
B.S. in Building Construction, University of Florida

Licenses & Certifications:
Certified General Contractor - FL (No. 010771)
Certified Utility Contractor - FL (No. 051667)

Key Skills / Qualifications:
- Licensed General and Underground Utility Contractor
- Expert in conveyance systems and treatment plants
- Extensive scheduling and cost estimation expertise
- Expertise in: Commercial, Industrial, Infrastructure, Construction Management, Utility Systems, and Value Engineering

Overview: Gerry serves CPH as a lead in construction inspection/observation services and quality control. He is a licensed utility and general contractor with more than 46 years of experience in the design and construction of industrial, commercial and utility projects. With his extensive construction experience, Jerry assists CPH in development of design strategies and value engineering. He also serves as a quality control manger to ensure proposed designs are correct and constructable. Jerry is proficient at estimating, scheduling, construction means & methods and construction management.

5.8 SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS





US 17-92 RIVERWALK, PHASE III - **SANFORD, FL**

CPH provided planning, survey, and design services for a 1.7-mile extension to the Sanford RiverWalk project. The RiverWalk project included extending the multi-use trail along Lake Monroe and designing streetscape/traffic calming elements to create a Complete Street corridor.

The roadway improvements for this project followed the Complete Street design elements. In addition to the multi-use trail, the roadway safety improvements included the multiple traffic calming elements to increase safety. These included two roundabouts, three mini-roundabouts, roadway chicaning to incorporate landscaped medians, raised mid-block crossings, bike lanes, and added on-street parking. The two roundabouts created book-end entry features to signify the entrance to the RiverWalk corridor. The single-lane roundabout included three-leg roundabout with a 120-ft inscribed circle. The two-lane roundabout at the interchange with Interstate 4 included a 180-ft inscribed circle with two right-turn slip lanes. The three mini-roundabouts created entry features to the Central Florida Zoo and two residential neighborhoods, and all included 80-ft inscribed circles with decorative traversable center islands.

The multi-use trail extension connects the RiverWalk Ph II trail (previously designed by CPH) to the adjacent Seminole County Rinehart Trail, the downtown Sanford RiverWalk Trail system, and the Florida Coast to Coast trail. Additionally, this segment of trail completed the largest remaining gap within the Lake Monroe Trail Loop system which spans both Seminole and Volusia Counties.

CPH services for this project also included Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, and Wetland Mitigation. The project included funded through a Local Joint Project Agreement between the City of Sanford, Seminole County and the FDOT. CPH was also involved with facilitating the transfer of ownership, for the US-17-92 corridor within the project limits, from the FDOT to the City of Sanford.

SIMILARITIES TO SCOPE

- Stormwater
- Roads
- Construction Management
- Project Management
- Landscape Architecture
- Parks and Recreation
- GIS Mapping
- Engineering
- Redevelopment
- Urban Planning/Design
- Architectural
- Utility and Infastructure
- Planning, Design and Construction Services
- Master Planning
- General Planning
- Sustainability
- Transportation
- Traffic
- Permitting
- Grants
- Public Outreach

COMPLETED WITHIN BUDGET?

Yes

COMPLETED ON TIME?

Yes

PROJECT PROFILE:

Cost: $25.2 Million

Project Duration: 2015 - 2021

REFERENCE:

City of Sanford,
Mr. Bilal Iftikhar, P.E., Public Works Director
P.O. Box 1788, Sanford, FL 32772-1788
Phone: 407.688.5000, Ext. 5400
E-Mail: bilal.iftikhar@sanfordfl.gov





SR 50 GREEN UP PROGRAM - **OCOEE, FL**

FDOT On-System LAP Project and City CRA Planning District. Processed Multiple FDOT Variances and Followed City's 50-West Planning Guide. Included a 3.25 Miles Median Landscape, Urban Principal Arterial, and New Irrigation System.

SIMILARITIES TO SCOPE

- Roads
- Construction Management
- Project Management
- Landscape Architecture
- Engineering
- Redevelopment
- Urban Planning/Design
- Planning, Design and Construction Services
- Transportation
- Permitting
- Public Outreach

COMPLETED WITHIN BUDGET?

Yes

COMPLETED ON TIME?

Yes

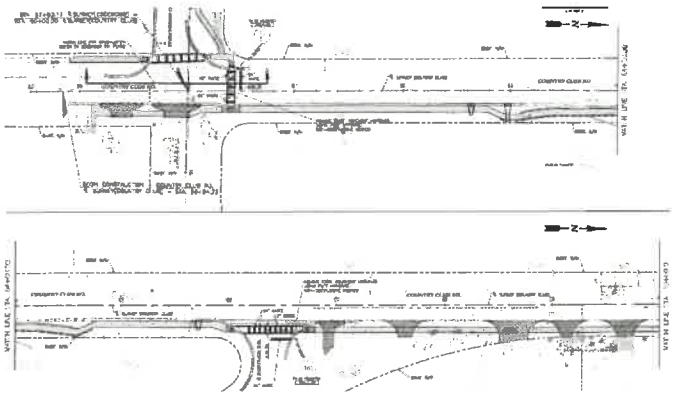
PROJECT PROFILE:

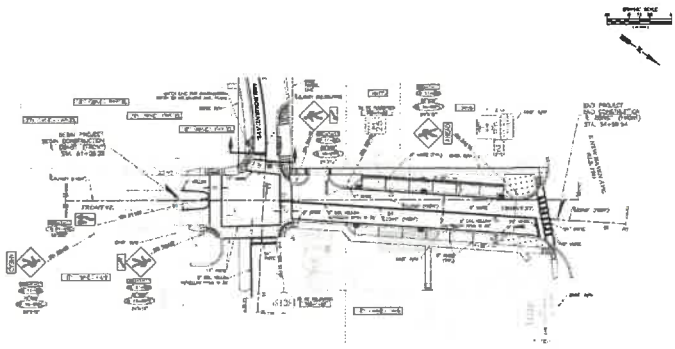
Cost: $62,169 (Design)

Project Duration: 2018 - 2020

REFERENCE:

City of Ocoee, Ginger Corless, Deputy Development Services Dir: CRA Administrator, 150 N Lakeshore Drive, Ocoee, FL 34761, Phone: 407.905.3100, E-Mail: vcorless@ocoee.org





MELBOURNE MISC. DESIGN CONTRACT FOR LAP PROJECTS – PINEAPPLE AVENUE, COUNTRY CLUB RD, AND FRONT STREET - **SANFORD, FL**

This project, funded through the Space Coast Transportation Planning Organization, included Pineapple Avenue Street Design from Montreal Avenue to Aurora Road, Country Club Road Sidewalk Design from Edgewood Drive to Peekskill Place, and Front Street Street Design from Bean Park to New Haven Avenue.

The Pineapple Avenue Street Design project includes the design of new bicycle and pedestrian facilities along Pineapple Avenue from Montreal Avenue to Aurora Road for a total project length of approximately 2,600 LF. Design elements include reduction of travel lane width, milling and resurfacing, raised medians, replacement of existing sidewalk with a 10-ft wide multi-use path on the east side of the roadway. Decorative lighting, driveway reconstruction, 5-ft. bike lanes in each direction, raised crosswalks with sidewalk connections, curb ramps, curb and gutter, signage and pavement markings, and basic landscaping. Drainage improvements include bioswales, recessing inlets, and the addition of new manholes and inlets.

The Country Club Road Sidewalk Design project includes the design of approximately 2,560 LF of 6-ft. concrete sidewalk along Country Club Road, 850 LF of 5-ft. sidewalk along Melbourne Avenue, and 900 LF of 5-ft. sidewalk along Edgewood Drive, for a total of 4,310 LF of sidewalk (0.82 miles). Other design elements include driveway reconstruction, crosswalks, curb ramps construction and reconstruction, guardrail relocation, curb and gutter, re-grading of slopes, signage, thermoplastic striping, detectable warning surfaces, and a rectangular rapid flashing beacon (RRFB) on Edgewood Drive at Fairway Drive.

The Front Street Street Design project includes the design of new bicycle and pedestrian facilities along Front Street from Melbourne Avenue to New Haven Avenue and along Melbourne Avenue from Bean Park to Front Street for a total project length of approximately 600 LF. Design elements along Melbourne Avenue include reduction of travel lane width to 11 feet, a 12-ft. wide multi-use path on the north side of the roadway and reconstruction of the existing sidewalk to 6 feet on the south side of the roadway. Design elements along Front Street include reduction of travel lane width to 11 feet, pavement widening with full-depth reconstruction, a parallel parking section, 5-ft. wide bike lanes in each direction and 6-ft wide sidewalks on both sides of the roadway. Drainage improvements include bioswales and relocation and installation of manholes and inlets.

SIMILARITIES TO SCOPE

- Stormwater
- Roads
- Project Management
- Landscape Architecture
- GIS Mapping
- Engineering
- Redevelopment
- Urban Planning/Design
- Planning, Design and Construction Services
- Transportation
- Permitting
- Public Outreach

COMPLETED WITHIN BUDGET?

Yes

COMPLETED ON TIME?

Yes

PROJECT PROFILE:

Cost: $2.15 Million

Project Duration: 2021 - Ongoing

REFERENCE:

City of Melbourne,
Tami Gillen, P.E.,
Assistant City Engineer,
900 E. Strawbridge Avenue,
Melbourne, FL 32901,
Phone: 321.608.7311,
Email: tami.gillen@mlbfl.org





OCOEE DOWNTOWN STREETS REDEVELOPMENT - **OCOEE, FL**

CPH was selected to perform professional civil engineering and landscape architecture to design four local streets associated with the City of Ocoee Downtown Redevelopment. The projects include Oakland Avenue, from Taylor Street to Bluford Avenue; Taylor Street, from McKey Street to Franklin Street; McKey Street, from Bluford Avenue to Lakewood Avenue; and Kissimmee Avenue, from Floral Street to McKey Street. Taylor Street and Kissimmee Ave. are actually the same roadway, but with a name change for historic reasons at the intersection of McKey Street.

The Oakland Avenue project consists of a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks. The Taylor Street project includes a multi-use trail along the east side, connecting to the Oakland Avenue multi-use trail. Taylor Street also includes a roundabout which is the gateway into downtown at the Franklin Street intersection. The roundabout has a 61.5-ft inscribed circle diameter in order to accommodate the FDOT standard design vehicle (WB-620FL wide-body tractor-trailer truck). The roundabout acts as the replacement for the existing 4-point intersection. This intersection is currently causing safety issues because the two approaches for Taylor Street are off-set from each other around a curve and are uncontrolled. The other two approaches are controlled by stop signs. The main issue is collisions caused by vehicles trying to turn left onto Taylor Street due to the lack of proper sight lines at the stop-controlled approaches. This is because of the severity of the Taylor Road curvature. Design elements of the roundabout include raised splitter islands at each approach and a raised central island surrounded by a large truck turning apron. Additional side aprons are provided on the peripheries; the aprons of the roundabout allow for the large design truck to make the turns without over-tracking onto the curb. Finally, the roundabout also includes a "gateway" feature in the middle of the center island, which acts as an architectural queue that the motorist has entered the City proper.

The Kissimmee Ave. project includes the realignment of the existing roadway to the west in order to provide the proper offset from the existing railroad tracks. The Kissimmee Avenue portion also includes a new stormwater management pond.

Lastly, McKey Street includes a streetscape matching the prior streetscape along McKey, west of Bluford Avenue, which includes on-street parking and landscape bulb outs. All projects will include roadway reconstruction or rehabilitation, utility design and coordination, decorative streetlights, and landscape/hardscape elements to create the Downtown Ocoee theme.

SIMILARITIES TO SCOPE

- Stormwater
- Roads
- Signalization
- Buildings and Structures
- Construction Management
- Project Management
- Landscape Architecture
- GIS Mapping
- Engineering
- Redevelopment
- Urban Planning/Design
- Architectural
- Utility and Infastructure
- Planning, Design and Construction Services
- Master Planning
- General Planning
- Sustainability
- Transportation
- Traffic
- Permitting
- Grants
- Public Outreach

COMPLETED WITHIN BUDGET?

Yes

COMPLETED ON TIME?

Yes

PROJECT PROFILE:

Cost: $4,030,000

Project Duration: 2018 - Ongoing

REFERENCE:

City of Ocoee, Stephen Krug, Public Works Director,
Phone: 407.905.3170,
Fax: 407.905.3176,
Email: skrug@ci.ocoee.fl.us





PINE STREET ROADWAY IMPROVEMENTS - **LEESBURG, FL**

The intent of this project is to design roadway improvements for Pine Street in the City of Leesburg, Florida, from S. Canal Street to S. Lake Street. This section of Pine Street serves as the main east-to-west roadway connection through a historic minority community within Leesburg. Recently, it has also become the home of a major UF Hospital facility, as well as the City of Leesburg's new Aquatic Center. Due to all this recent development, the City commission approved this project for the purposes of 1) reconstructing the aging Pine Street roadway facility to bring it up to the latest standards and, 2) to add additional features to the roadway to improve on-street parking, add landscape and hardscape elements, replace the existing street lights, and improve traffic and pedestrian safety. These safety features are to include widening the sidewalks updating the storm drain system, the addition of raised crosswalks at key locations along Pine Street, as well as a roundabout at the intersection of Pine Street and Rambo Street. This roundabout will provide proper pedestrian crossings directly to the hospital and also will improve Pine Street's operations by eliminating an all-way stop and correcting a slight kink in the roadway's alignment. Due to the need for right-of-way acquisition from the UF Hospital to accommodate a full-sized roundabout, an alternative miniature roundabout ("traffic circle") was considered for this intersection. Although it would have reduced the amount of right-of-way acquisition required, after two public meetings the City, the Hospital, and the local community all favored the full-sized roundabout because it would better accommodate larger vehicles and provide a central island with space for a signature feature in the intersection.

SIMILARITIES TO SCOPE

- Stormwater
- Roads
- Project Management
- Landscape Architecture
- GIS Mapping
- Engineering
- Redevelopment
- Urban Planning/Design
- Utility and Infastructure
- Planning, Design and Construction Services
- Master Planning
- General Planning
- Transportation
- Traffic
- Permitting
- Public Outreach

COMPLETED WITHIN BUDGET?

Yes

COMPLETED ON TIME?

Yes

PROJECT PROFILE:

Cost: $223,595.00 (Design)

Project Duration: 2021 - Ongoing

REFERENCE:

City of Leesburg, Cliff Kelsey, Public Works Director,
Phone: 325.435.9442,
E-Mail: cliff.kelsey@leesburgflorida.gov





PUMP BRANCH STORMWATER MASTER PLAN AND GEORGETOWN DRAINAGE IMPROVEMENTS - **SANFORD, FL**

CPH was tasked with the creation of a stormwater master plan for the City of Sanford's Pump Branch Basin. This basin includes over 500 acres of area predominately within the older parts of Sanford. The historic system included open channel conveyance, clay tile arch, concrete pipe, and box culverts along its route to the ultimate discharge of Lake Monroe. A basins analysis using LIDAR, topographic survey, and field data was performed using ICPR. The master plan included a Level of Service (LOS) analysis of the existing system with alternatives to increase the LOS of the system. The alternatives included upsizing, parallel systems, pump stations, regional stormwater facilities, and rerouting. Due to the location of the existing mainline and the cost associated with bypass pumping, the preferred alternative was to reroute portions of the basin into a new system that would also connect to Lake Monroe. This alternative reduced the flows going into the system, thereby increasing the LOS of Pump Branch.

The first phase of the implementation included the main trunk line from Lake Monroe to the Georgetown Area. The City decided to reconstruct the roadways as urban section with the project as well as replace undersized utility infrastructure. The first phase includes over a mile of stormwater pipe ranging in size from 18" to 72". The analysis performed for the first phase includes the secondary system analysis for the other phases. The final construction will be reconstructed streets with minimal to no roadside swales in addition to new sidewalks and curbing.

SIMILARITIES TO SCOPE

- Stormwater
- Roads
- Construction Management
- Project Management
- Landscape Architecture
- GIS Mapping
- Engineering
- Redevelopment
- Urban Planning/Design
- Utility and Infastructure
- Planning, Design and Construction Services
- Master Planning
- General Planning
- Transportation
- Permitting
- Grants
- Public Outreach

COMPLETED WITHIN BUDGET?

Yes

COMPLETED ON TIME?

Yes

PROJECT PROFILE:

Cost: $10 Million

Project Duration: 2021 - Ongoing

REFERENCE:

City of Sanford,
Mr. Bilal Iftikhar, P.E., Public Works Director
P.O. Box 1788, Sanford, FL 32772-1788
Phone: 407.688.5000, Ext. 5400
E-Mail: bilal.iftikhar@sanfordfl.gov



HISTORIC GOLDSBORO BOULEVARD STREETSCAPE - **SANFORD, FL**

CPH provided planning, design, and permitting services to the City of Sanford for the redevelopment of Historic Goldsboro Boulevard. The project included the design of streetscape improvements for the corridor from William Clark Avenue to South Persimmon Avenue. The streetscape design includes new parallel parking, landscape bulb-outs, street and pedestrian lighting, reconstruction of the sidewalks, repaving of the roadway, drainage improvements, and pedestrian crossings. The $2.5 Million improvement is a beautification project that is a catalyst for economic development within the corridor.

SIMILARITIES TO SCOPE

- Stormwater
- Roads
- Signalization
- Construction Management
- Project Management
- Landscape Architecture
- GIS Mapping
- Engineering
- Redevelopment
- Urban Planning/Design
- Utility and Infastructure
- Planning, Design and Construction Services
- Master Planning
- General Planning
- Sustainability
- Transportation
- Traffic
- Permitting
- Grants
- Public Outreach

COMPLETED WITHIN BUDGET?

Yes

COMPLETED ON TIME?

Yes

PROJECT PROFILE:

Cost: $2,625,569.94

Project Duration: 2016 - 2017

REFERENCE:

City of Sanford,
Mr. Bilal Iftikhar, P.E., Public Works Director
P.O. Box 1788, Sanford, FL 32772-1788
Phone: 407.688.5000, Ext. 5400
E-Mail: bilal.iftikhar@sanfordfl.gov





WEST GEORGIA AVENUE STREETSCAPE AND LANDSCAPING IMPROVEMENTS - **DELAND, FL**

The City of DeLand (population 27,031) has maintained its historical charm and hometown feel as the City focuses on continuing its revitalization efforts to welcome new visitors, residents, and businesses. DeLand is the home of Stetson University, and was voted the winner of "America Main Street" by United We Stand. In continuing to build on this legacy, CPH worked with the City to develop a vision plan and the creation of a corridor that improved pedestrian connectivity/safety, encouraged economic growth and investments, and created a "festival" street. The Georgia Avenue District Vision Plan identified key urban design and place-making elements that set forth the blueprint for redevelopment in the area celebrating the entrepreneurial, historic, cultural, and urban design assets. This is achieved through context-sensitive design options responding to connectivity, compatibility, community outreach, opportunities/constraints, and the urban design assets of the study area. The heart of the district is Georgia Avenue, which was in need of major repair and was not pedestrian friendly. The innovative design created an Urban Shared-Street by raising the roadway to the sidewalk level. This not only eliminated the tripping hazards traditional curb and gutters create, but also addressed the numerous ADA accessibility issues at the existing driveways. The roadway was designed with an inverted crowned section sending the storm water to the center of the street, and Old Castle Adobe concrete pavers where use in a decorative herringbone pattern down the street. Removable bollards are used to define the festival area limits at both ends of the street, which allows for closure during events. The addition of festoon (market) lights along the corridor helped create a vibrant "festival-like" atmosphere, significantly enhancing evening events.

The improvements included sidewalk removal and replacement, modification of access drives and ramps for accessibility, design of decorative lighting, roadway rehabilitation, street furniture, signage, decorative pavers and related infrastructure. Landscape architectural services included design of irrigation system and plantings.

SIMILARITIES TO SCOPE

- Stormwater
- Roads
- Buildings and Structures
- Project Management
- Landscape Architecture
- Parks and Recreation
- GIS Mapping
- Engineering
- Redevelopment
- Urban Planning/Design
- Utility and Infastructure
- Planning, Design and Construction Services
- Master Planning
- General Planning
- Sustainability
- Transportation
- Traffic
- Permitting
- Grants
- Public Outreach

COMPLETED WITHIN BUDGET?

Yes

COMPLETED ON TIME?

Yes

PROJECT PROFILE:

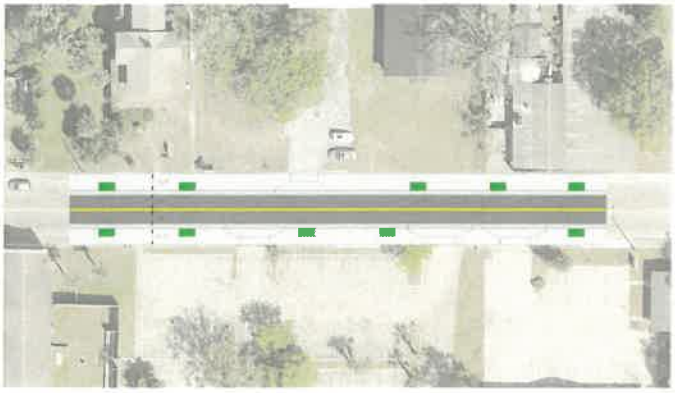
Cost: $548,494.00

Project Duration: 2016 - 2017

REFERENCE:

City of DeLand, Ray Bahrami, P.E., PMP, CPM, CFM, Deputy Public Services Director/City Engineer, 1102 S. Garfield Ave., DeLand, FL 32724, Phone: 386.626.7189, E-Mail: Bahramir@deland.org





VOORHIS AVENUE COMPLETE STREET - **DELAND, FL**

Through the City of DeLand Community Redevelopment Association (CRA), CPH was tasked with analyzing and developing multiple options to incorporate various Complete Street components including: traffic calming elements, multi-modal facilities, on-street parking, pedestrian level and street lighting, and landscape and hardscape elements to revitalize the corridor and promote redevelopment. The project also included collecting topographic survey by means of 3-D laser scan survey techniques, which is not only being used for the design, but also being used to develop true-to-scale graphic images to assist with the Public Involvement phase.

SIMILARITIES TO SCOPE

- Stormwater
- Roads
- Project Management
- Landscape Architecture
- Parks and Recreation
- GIS Mapping
- Engineering
- Redevelopment
- Urban Planning/Design
- Utility and Infastructure
- Planning, Design and Construction Services
- Master Planning
- General Planning
- Transportation
- Traffic
- Permitting
- Public Outreach

COMPLETED WITHIN BUDGET?
Yes

COMPLETED ON TIME?
Yes

PROJECT PROFILE:
Cost: $28,855.00 (Design)

Project Duration: 2021 - 2021

REFERENCE:
City of DeLand, Michael Grebosz, Assistant City Manager, 120 S. Florida Ave., DeLand, FL 32720,
Phone: 386.626.7110,
Fax: 386.626.7165,
E-Mail: Greboszm@deland.org





DR. JOYCE M. CUSAK COMMUNITY RESOURCE CENTER - **DELAND, FL**

CPH is providing Architectural Design, Civil Engineering, Surveying, Landscape Design and Post Design Services for the proposed Dr. Joyce M. Cusak Community Resource Center in DeLand, FL. The Community Resource Center will be a 2,500 SF building including a parking area.

Amenities include:

- Multi-Purpose Room
- Kitchen
- Health Room
- Office Space
- Computer/Media Room
- Lab Room
- Mechanical Room
- Optional Outdoor Space

SIMILARITIES TO SCOPE

- Stormwater
- Buildings and Structures
- Project Management
- Landscape Architecture
- Engineering
- Redevelopment
- Architectural
- Utility and Infastructure
- Planning, Design and Construction Services
- Master Planning
- Permitting
- Public Outreach

COMPLETED WITHIN BUDGET?

Yes

COMPLETED ON TIME?

Yes

PROJECT PROFILE:

Cost: $1,012,000

Project Duration: 2019 - 2020

REFERENCE:

City of DeLand, Ray Bahrami, P.E., PMP, CPM, CFM, Deputy Public Services Director/City Engineer, 1102 S. Garfield Ave., DeLand, FL 32724, Phone: 386.626.7189, E-Mail: Bahramir@deland.org

5.9 EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSE

CPH has ten (10) offices in the State of Florida with support of approximately 290+ personnel throughout the company to assist in the projects for the City of Zephyrhills. The City will have the direct commitment of the CPH Tampa Office, located at *5601 Mariner Street, Suite 105, Tampa, FL 33609*, supported by the CPH Sanford Office, located at *500 W. Fulton Street, Sanford, FL 32771*. The CPH Tampa office is staffed with employees that include registered personnel, administrative staff, and owners of the firm to accomplish the projects on time and within budget.

Office Location	% of Work to be Performed	Approximate Distance from City Offices
CPH Tampa	80%	34 Miles (41 Minutes)
Support Office		
CPH Sanford	20%	95 Miles (1 Hour 44 Minutes)



EXPERIENCE WORKING UNDER CONTINUING CONTRACTS

We have worked with many of our clients for 41+ years. These long term relationships have afforded us many opportunities to meet our client's needs and perform municipal engineering services. Over the years, as their population increased, regulations changed, or needs changed, CPH acted as their continuing design firm providing planning for improvements, design, funding assistance, and construction administration. In addition, CPH has been able to assist when the workload at the departments exceeded their capability to complete reviews in a timely fashion. The team has extensive experience in working under continuing contracts and is available for planned projects, as well as un-planned emergencies.

CPH has the ability to pull from over 290 staff members to assist the City for the "Professional Services - City Wide for CRA, Planning and Public Works" contract. Our total level of in-house resources consists of engineers, designers, environmental scientists, contractors, architects, surveyors, planners, GIS analysts, and landscape architects. The chart below identifies our project team and their primary office location.

PERSONNEL NAME	OFFICE LOCATION
DAVID E. MAHLER, P.E.	ORLANDO
MATTHEW D'ANGELO, P.E.	TAMPA
GERALD M. COX, CGC, CUC	SANFORD
JOSE M. ORTIZ, P.E.	SANFORD
EDUARDO AVILES, P.E.	SANFORD
BROOK K. SHERRARD, AIA, NCARB, LEED AP	SANFORD
JOHN LENTI, LEED AP, ENV SP, NCARB	TAMPA
SCOTT A. BREITENSTEIN, P.E.	ORLANDO
JAMES R. MORRIS, JR., P.E.	ORLANDO
CHRISTOPHER J. DEWAAL, P.E.	SANFORD
GREGORY D. TAYLOR, M.S.E.E., P.E.	SANFORD
JEFFREY A. DEAL, P.E.	SANFORD
DEVIN BARRS, P.E.	TAMPA
KURT R. LUMAN, JR., P.E.	SANFORD
LEOPOLDO J. AYALA, P.E.	SANFORD
TYLER FITZGERALD, P.E.	SANFORD
AMY E. DALY	TAMPA
DEVIN BARRS, P.E.	TAMPA
ARIEL ELVAMBUENA, P.E.	TAMPA
MATTHEW CUSHMAN, P.E.	ORLANDO
JOSEPH LOFASO, P.E.	SANFORD
THOMAS J. GALLOWAY, PSM	SANFORD
PAUL J. KATREK, PSM	SANFORD
DAVID TERWILLEGER, P.E.	SANFORD
CLINTON IANNOTTI	PALM COAST
JAVIER OMANA	ORLANDO
KIERSTEN CAVENDER	TAMPA
GALEN PUGH, PLA	ORLANDO
DANITA BRYANT, PLA	SANFORD

6.0 ADDITIONAL CONDITIONS

CPH has reviewed the additional conditions set forth in City of Zephyrhills RFQ # 35-22-05 Professional Services - City Wide For CRA, Planning, & Public Works. CPH doesn't have any additional conditions to list at this time, but will re-evaluate upon contract negotiations.

4.3.8. **RESUMES**



JOSE M. ORTIZ, MCE, P.E.,S.E. | STRUCTURAL ENGINEER — 25 TOTAL YEARS

José has over 25 years of experience in structural engineering design and project management. His experience encompasses projects of all types and complexities including commercial/retail, hospitals, educational facilities, recreational facilities, hotels/resorts, parking structures, residential, and multi-story office buildings. The depth of his technical understanding of systems and codes allows him to work with architectural / engineering teams to deliver cost-effective structural solutions to meet project goals.

PAST PERFORMANCE

- Monroe County Fire Station – Cudjoe Key
- Orlando Sanford International Airport Terminal Expansion
- US 17-92 RiverWalk, Phase III
- Joe Moody Park

EDUCATION: M.E. in Structural Engineering, Cornell University
B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 67920), PR (No. 17212)



EDUARDO AVILES, P.E. | STRUCTURAL ENGINEER — 8 TOTAL YEARS

Mr. Aviles serves as CPH's Structural Designer for the firm's work in the United States and Puerto Rico. He has experience in Structural Engineering, Civil Engineering, and Land Surveying.

PAST PERFORMANCE

- Melching Field Stadium Renovations – Design Criteria Package
- Orlando - Sanford International Airport FIS Project (FIS @ OSIA)
- Joe Moody Park
- Casselberry Wirz Park Planning & Preliminary Design
- Monroe County Fire Station – Cudjoe Key

EDUCATION: M.S. in Structural Engineering, University of Puerto Rico
B.S. in Civil Engineering, University of Puerto Rico
B.S. in Land Surveying, University of Puerto Rico

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 85877)



BROOK K. SHERRARD, AIA, NCARB | ARCHITECT — 23 TOTAL YEARS

Mr. Sherrard services CPH as a Senior Architect, with more than 23 years of experience. Mr. Sherrard has completed more than 6.4 million SF of projects and is leading the firm's Building Information Modeling (BIM) and sustainability initiatives. Brook's leadership has ensured that our clients are provided with a coordinated set of documents and 3D models to communicate the design intent at all phases of the project. He has also provided training to in-house architects and has set up standards and procedures to create consistency in document production throughout the firm. In addition, Brook has experience designing projects according to LEED® Certification guidelines.

PAST PERFORMANCE

- Leesburg Teen Center
- Joe Moody Park
- Casselberry Wirz Park Planning & Preliminary Design
- Melching Field Stadium Renovations – Design Criteria Package

EDUCATION: M.S. in Architecture, University of South Florida, School of Architecture and Community Design
B.S. in Applied Technology/Business, Florida Institute of Technology
A.S. in Life Sciences, Harrisburg Area Community College

LICENSES/CERTIFICATIONS: Registered Architect – FL (No. AR92948), American Institute of Architects (AIA), National Council of Architectural Registration Boards (NCARB)



JOHN M. LENTI, AIA, NCARB, ENVSP, LEED AP | ARCHITECT

32 TOTAL YEARS

Mr. Lenti has extensive experience in sustainable and resilient design and planning, client management, business development, stakeholder facilitation, and life-cycle costing. Fosters long-lasting relationships with clients, colleagues, and interdisciplinary team members through utilization of exceptional interpersonal communication capabilities. An innovative leader skilled at developing strategic plans that promote short- and long-term growth, as well providing guidance on complex municipal facilities and infrastructure projects.

PAST PERFORMANCE

- Public Services Department Fleet Facility Design
- Public Services Department Site Master Plan

EDUCATION: MBA, University Of Saint Francis, Fort Wayne, Indiana
M. Architecture, University Of Illinois, Chicago, Illinois
B.S Architecture, University Of Wisconsin, Milwaukee, Wisconsin

LICENSES/CERTIFICATIONS: NCARB, ISI ENV SP, ISI Trainer ISI Verifier, LEED AP BD+C, Registered Architect



SCOTT A. BREITENSTEIN, P.E. | UTILITIES

31 TOTAL YEARS

Mr. Breitenstein serves the firm of CPH as Vice President/Associate and Project Manager/Engineer. He has over 31 years of experience in Engineering, including more than 7 years with the Florida Department of Environmental Protection (FDEP). At the FDEP, he developed an intuitive understanding of permitting/compliance issues related to water and wastewater treatment and infrastructure facilities. Mr. Breitenstein's work at CPH includes water and wastewater facility infrastructure design and permitting, master water/wastewater planning, CUP permitting, treatment facility retrofits, and WWTF operating permits.

PAST PERFORMANCE

- Town of Oakland Water System Improvements Project
- Haines City New Water Treatment System Upgrades for Control of Disinfection By-Products (DBPs)
- City of Lake Alfred Water Facilities Plans
- Grand Island Shores Booster Station

EDUCATION: B.S. in Environmental Engineering, University of Central Florida

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 57402)



JAMES R. MORRIS, JR., P.E. | UTILITIES

23 TOTAL YEARS

Mr. Morris serves CPH as a Sr. Project Manager in our Environmental Engineering Department, and has experience with water and wastewater transmission systems, wastewater collection systems, and pumping systems in both design and construction administration. His areas of expertise also includes preparation of water and wastewater master plans, writing and organizing technical specifications and project manuals, client management, and utility coordination. Mr. Morris has also assisted clients with obtaining loans and grants.

PAST PERFORMANCE

- Simpson Road 30" Water Main Project
- SR-50 Utility Relocation Project (FDOT JPA)
- Jay Lawson Booster Pump Station
- SR 482 Utility Relocation - Adjustment Project (Sand Lake Road from International Drive to Universal Boulevard

EDUCATION: B.S. in Environmental Engineering, University of Central Florida

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 62384)
Commercial Pilot License (No. 266577109)



CHRISTOPHER DEWAAL, P.E., LEED AP | ELECTRICAL ENGINEER

28 TOTAL YEARS

Mr. DeWaal has strong experience in the design and development of electrical power distribution systems in commercial, industrial, institutional and utility settings. Most recently his experience has been managing multi-disciplinary engineering / architecture personnel, managing electrical and multi-disciplinary projects from $50k remodels to $100M+ greenfield construction. His strengths include strong communication skills with technical staff, construction contractors and owner's representatives. He has a vast knowledge of electrical and safety compliance policies and studies, personnel management and project management.

PAST PERFORMANCE

- Melching Field Stadium Renovations – Design Criteria Package
- Orlando - Sanford International Airport FIS Project (FIS @ OSIA)
- Joe Moody Park
- Casselberry Wirz Park Planning & Preliminary Design
- Monroe County Fire Station – Cudjoe Key

EDUCATION: M.E.M. in Engineering Management, Kansas State University
M.S. in Electrical Engineering, Kansas State University
B.S. in Electrical Engineering, Michigan Technological University

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 58964)
LEED Accredited Professional



GREGORY D. TAYLOR, M.S.E.E., P.E. | ELECTRICAL ENGINEER

37 TOTAL YEARS

Mr. Taylor serves CPH as an electrical engineer, and has more than 37 years of experience in power, electronics and low-voltage systems. Greg is well versed in high, medium and low-voltage design and has a broad history of delivering designs suited to building power as well as municipal applications.

PAST PERFORMANCE

- Monroe County Fire Station – Cudjoe Key
- Orlando Sanford International Airport Terminal Expansion
- US 17-92 RiverWalk, Phase III
- Joe Moody Park

EDUCATION: M.S. in Electrical Engineering, Mercer University
B.S. in Electrical Engineering, Georgia Institute of Technology

LICENSES/CERTIFICATIONS: Professional Engineer - MI (No. 25602), FL (No. 77811)



JEFFREY A. DEAL, P.E. | MECHANICAL ENGINEER

9 TOTAL YEARS

Mr. Deal serves as CPH's Mechanical Engineer for the firm's work in the United States and Puerto Rico. He has experience in HVAC, plumbing, and fire protection. He provides expertise in energy modeling software, cooling load programs, and energy compliance documentation such as FLAcom (Florida) and COMcheck (nationally).

PAST PERFORMANCE

- Monroe County Fire Station – Cudjoe Key
- Melching Field Stadium Renovations – Design Criteria Package
- Joe Moody Park
- Orlando - Sanford International Airport FIS Project (FIS @ OSIA)
- Dr. Joyce M. Cusak Community Resource Center

EDUCATION: B.S. in Mechanical Engineering, University of Central Florida

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 87451)



DEVIN BARRS, P.E. | CIVIL/DRAINAGE

19 TOTAL YEARS

Mrs. Barrs serves CPH as Project Engineer for the firm's Tampa office. She is responsible for managing, engineering, and design of land development, roadway, and utility projects include including geometric design, stormwater management systems, and utility infrastructure. She is also responsible for the preparation and processing of permits through various regulatory agencies and provides construction administration and management services.

PAST PERFORMANCE

- Hillsborough County Intersection Improvement Project PD&E Design - Sheldon Road and Waters Avenue
- Mitchell Hammock/Lake Jessup Intersection Improvements
- Oakland Signal Retiming – SR 50 (Colonial Drive) and Oakland Avenue – Client: Town of Oakland
- SR 50 Crash Analysis – SR 429 to Good Homes Road – Client: City of Ocoee

EDUCATION: M.E.M. in Engineering Management, Kansas State University
M.S. in Electrical Engineering, Kansas State University
B.S. in Electrical Engineering, Michigan Technological University

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 58964)
LEED Accredited Professional



LEOPOLDO J. AYALA, P.E.| CIVIL/DRAINAGE

27 TOTAL YEARS

Mr. Ayala serves CPH in the capacity of Project Manager with experience in civil/site projects. Mr. Ayala has acted as Project Engineer and Project Manager on several land development projects for Wal-Mart Stores, Inc., McDonald's Corporation, Eckerd's Corporation, AutoZone, Inc., and other private development clients. For these clients, Mr. Ayala has designed site improvements, provided engineering design and analysis of the stormwater systems, prepared engineering drawings and specifications, prepared permit documentation, and represented clients at regulatory and municipal meetings.

PAST PERFORMANCE

- Leesburg Aquatic Facility
- Wal-Mart Store Expansion – Winter Haven, FL
- Wal-Mart Stores, Inc. – New Stores Program
- McDonald's USA Corp. – New and Rebuild Store Program

EDUCATION: B.S. in Environmental Engineering, University of Central Florida, 1995, B.S. in Civil Engineering, Andrés BelloCatholic University, Venezuela, 1988

LICENSES/CERTIFICATIONS: Professional Engineer – FL (No. 55524)



TYLER FITZGERALD, P.E. | CIVIL/DRAINAGE

5 TOTAL YEARS

Mr. Fitzgerald serves CPH as a Project Engineer and is responsible for the design and permitting of various projects throughout Florida. Mr. Fitzgerald has experience in land development and stormwater management projects ranging from design of apartment complexes, residential subdivisions, church campus sites, parking lots, and stormwater infrastructure networks. Mr. Fitzgerald is proficient in numerous design programs including ADICPR, Ponds, WaterCAD, and BMP Trains.

PAST PERFORMANCE

- Leesburg Aquatic Facility
- City of Sanford – Pump Branch & Georgetown Stormwater Modeling

EDUCATION: B.S. in Mechanical Engineering, University of Central Florida

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 87451)



AMY E. DALY, LEED AP | ENVIRONMENTAL SCIENTIST

29 TOTAL YEARS

Mrs. Daly serves CPH as principal environmental scientist. She has 29 years of environmental consulting experience with project management, environmental resource assessments, wetland delineation, permitting, mitigation design and implementation, land management, habitat mapping, jurisdictional determinations, wetland functional analyses, protected wildlife surveys and management programs, field survey design and habitat restoration, tortoise surveys, permitting and relocation including commensal species. Mrs. Daly has served as an expert witness on various environmental matters for condemnation proceedings.

PAST PERFORMANCE

- US 17-92 RiverWalk, Phase II - III (FDOT LAP)
- Seminole Wekiva Trail, Phase IV (FDOT LAP)Florida
- Coast to Coast Trailhead at Parrish Park
- East Central Regional Rail Trail (ECRRT) (FDOT LAP)

EDUCATION: M.B.A., FMU, Summa Cum Laude
B.S. in Biological Sciences, Florida State University

LICENSES/CERTIFICATIONS: U.S. Army Corps of Engineers Wetland Delineator
Florida Unified Mitigation Methodology Course
Qualified Stormwater Management Inspector
Prescribed Burner
Authorized Gopher Tortoise Agent (No. GTA-09-00145)
LEED Accredited Professional



DAVID LANDERS | ENVIRONMENTAL SCIENTIST

26 TOTAL YEARS

Mr. Landers serves the firm of CPH as Environmental Scientist. As a scientist for more than 24 years, he has extensive experience in managing and conducting biological assessments and related studies. These efforts have typically involved projects requiring Dredge and Fill, Environmental Resource Permits, consent to use sovereign submerged lands, and applications of the Endangered Species Act. Mr. Landers has extensive experience in the environmental aspects of transportation planning, final design and design-build projects.

PAST PERFORMANCE

- Caspersen Beach Park Improvements
- North Jetty Park Improvements
- Punta Gorda Linear Park / Multi-Use Trail
- Manasota Beach Park Restroom and Concession Stand

EDUCATION: B.S. in Zoology, University of South Florida
B.A. in Russian, University of South Florida

LICENSES/CERTIFICATIONS: FDEP Certified Stormwater Inspector & Certified Trainer
Water Quality Impact Evaluation, FDOT Certification Number 186, 1995
Prescribed Fire Course, SSI Advanced Open Water SCUBA Diver
ISA - Certified Arborist #FL6610A



DANITA BRYANT, PLA | LANDSCAPE ARCHITECTURE

18 TOTAL YEARS

Ms. Bryant serves CPH as a Landscape Architect and Landscape Designer. She has more than 17 years of experience in Landscape Architecture. Ms. Bryant has extensive experience in the design of parks, streetscapes, and commercial/retail properties.

PAST PERFORMANCE

- Cape Coral SE 47th Terrace Streetscape Improvements
- US 17-92 RiverWalk, Phase II - III (FDOT LAP)
- Melching Field Stadium Renovations – Design Criteria Package
- Miramar's Regional Park - 9/11 Memorial

EDUCATION: AAS in Drafting and Design, Wytheville Community College

LICENSES/CERTIFICATIONS: Professional Landscape Architect - FL (No. LA6667318)



ARIEL P. ELVAMBUENA, P.E. | TRANSPORTATION/TRAFFIC

26 TOTAL YEARS

Mr. Elvambuena serves CPH as a Project Engineer. He is responsible for all stages of road design process including road alignment, engineering calculations, details, quantities, and estimates for all road design elements. Duties include evaluation of road geometry and design criteria, plan creation with AutoCAD, and assistant management. Prior to CPH, he worked with VS Engineering, Inc., in Indianapolis, Indiana as a design engineer. There he was responsible for all stages of road design process including road alignment, engineering calculations, details, quantities, and estimates for all road design elements.

PAST PERFORMANCE

- US 17-92 RiverWalk, Phase II - III (FDOT LAP)
- Melbourne Misc. Design Contract For LAP Projects – Pineapple Avenue, Country Club Rd, And Front Street
- Ocoee Downtown Streets Redevelopment

EDUCATION: B.S. in Civil Engineering, Purdue University

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 66657)
CTQP QC Manager
CTQP Asphalt Paving Technician, Level I & II
FDOT AMOT No. 22504
Philippine Engineers and Scientist Organization
Philippine Professional Association



KURT R. LUMAN, JR., P.E. | TRANSPORTATION/TRAFFIC

23 TOTAL YEARS

Mr. Luman serves the firm of CPH in the capacity of Sr. Vice President and Transportation Division Director. He is responsible for managing, engineering, and designing roadway, traffic, and trail projects, including geometric design, stormwater management systems, traffic intersections, and traffic control plans. Mr. Luman is also responsible for the preparation and processing of permits through various regulatory agencies including FDOT Local Agency Program (LAP) projects. In addition to highway and traffic design he has experience in preparing stormwater pollution prevention plans, construction estimates and site inspections.

PAST PERFORMANCE

- Cape Coral SE 47th Terrace Streetscape Improvements
- US 17-92 RiverWalk, Phase II - III (FDOT LAP)
- Melching Field Stadium Renovations – Design Criteria Package
- Earl Brown Park Improvements
- City of Palm Coast – Citation Parkway Improvements

EDUCATION: B.S. in Civil Engineering, University of Central Florida

LICENSES/CERTIFICATIONS: Professional Engineer - FL (No. 65036), Advance Maintenance of Traffic, FDOT, Critical Structures Construction Issues Course



MATTHEW CUSHMAN, P.E. | TRANSPORTATION/TRAFFIC

17 TOTAL YEARS

Mr. Cushman serves the firm of CPH as a Project Engineer. He is responsible for the design and engineering of transportation infrastructure, grading, signalization, drainage, as well as the preparation and processing of permits through statewide regulatory agencies. Prior to working with CPH, he worked as a Traffic Signal Designer and Inspector for the F.D.O.T. District 5 Traffic Operations in Deland, FL. The FDOT position included the design of District 5 transportation systems and the signalization of major state road intersections. Mr. Cushman has designed transportation improvements and throughout the State of Florida.

PAST PERFORMANCE

- US 17-92 RiverWalk, Phase II - III (FDOT LAP)
- Seminole Wekiva Trail, Phase IV (FDOT LAP)Florida
- Coast to Coast Trailhead at Parrish Park
- East Central Regional Rail Trail (ECRRT) (FDOT LAP)

EDUCATION: B.S. in Aerospace Engineering, Embry-Riddle Aeronautical College

LICENSES/CERTIFICATIONS: Professional Engineer, FL (No. 73150)
Advanced Maintenance of Traffic
Traffic Signal Inspector Level I, IMSA Certified - FL



THOMAS J. GALLOWAY, PSM | SURVEY

26 TOTAL YEARS

Mr. Galloway has more than 31 years of experience in the surveying and mapping profession, and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/Survey CADD Technician, Project Manager and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally he has been personally involved in over 2,500 surveys while at CPH.

PAST PERFORMANCE

- US 17-92 RiverWalk, Phase II - III (FDOT LAP)
- City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project
- Leesburg Teen Center
- East Central Regional Rail Trail (ECRRT) (FDOT LAP)

EDUCATION: B.S. in Surveying and Mapping, University of Florida

LICENSES/CERTIFICATIONS: Professional Surveyor & Mapper - FL (No. 6549)
NCEES Council No. 1291



PAUL J. KATREK, PSM | SURVEY

30 TOTAL YEARS

Mr. Katrek has more than 30 years of experience in the surveying and mapping profession. His experience ranges from working in the field and office on small to large development projects, to serving as an Instrument man, Party Chief/Survey CADD Technician, Project Manager and Survey manager. Mr. Katrek is proficient in AutoCAD Land Development Desktop, TDS-Data Collection hardware and software, Topcon & Leica total stations, Trimble Post Processing Software, Leica GPS Equipment, and C & G Software.

PAST PERFORMANCE

- Sanford South Water Resource Center – BNR Improvements and Treatment
- Casselberry Wirz Park Planning & Preliminary Design
- Monroe County Fire Station – Cudjoe Key
- DeBary Central Fire Station and Police Station

EDUCATION: A.S. in Architecture & Building Technology, Daytona Beach Community College

LICENSES/CERTIFICATIONS: Professional Surveyor & Mapper - FL (No. 6233)
NCEES Record No. 1342



DAVID A. TERWILLEGER, P.E., CGC | CEI

40 TOTAL YEARS

Mr. Cushman serves the firm of CPH as a Project Engineer. He is responsible for the design and engineering of transportation infrastructure, grading, signalization, drainage, as well as the preparation and processing of permits through statewide regulatory agencies. Prior to working with CPH, he worked as a Traffic Signal Designer and Inspector for the F.D.O.T. District 5 Traffic Operations in Deland, FL. The FDOT position included the design of District 5 transportation systems and the signalization of major state road intersections. Mr. Cushman has designed transportation improvements and throughout the State of Florida.

PAST PERFORMANCE

- CEI Services For City Of Sanford - US 17-92 Riverwalk, Phase III
- Highbanks Road & US 17-92 Intersection
- FDOT I-4 Ultimate Project: City of Orlando

EDUCATION: B.S. in Civil Engineering, University of Florida
M.S. in Civil Engineering, University of Central Florida
Graduate work in Structural and Geotechnical Engineering

LICENSES/CERTIFICATIONS: Professional Engineer – FL (No. 34376) Certified General Contractor – FL (No. CGC 031751), Advanced Maintenance of Traffic
CTQP QC Manager



CLINT T. IANNOTTI | CEI

26 TOTAL YEARS

Mr. Iannotti serves the firm of CPH as Project Coordinator. He has been with CPH since 1999. He has been involved with municipal design and construction. His work consists of computer-aided drafting, project inspection, and construction administration of projects for municipal and private clients. Mr. Iannotti has 24 years of experience working with municipal and private clients. He often serves as Project Coordinator that includes attending weekly progress meetings, utility coordination meetings, and construction administration.

PAST PERFORMANCE

- Belle Terre Parkway Four-Laning
- FDOT I-4 Ultimate Project: City of Orlando
- FDOT I-4 Ultimate Project: City of Maitland

EDUCATION: Architectural/Structural AutoCAD Diploma, St Augustine Technical Center

LICENSES/CERTIFICATIONS: FDOT Asphalt Paving Technician, Level I & II Intermediate Maintenance of Traffic



JAVIER E. OMANA, CNU-A | PLANNING

38 TOTAL YEARS

Mr. Omana serves CPH as Vice President of Land Planning Services and Senior Planner. His professional experience encompasses a wide range of land development planning activities that include: land use feasibility studies, master planning, site planning, Developments of Regional Impact (DRI), rezonings, entitlement acquisitions, permitting, and governmental approvals. Mr. Omana has master planned/designed, and obtained development approvals for a host of projects ranging from small sites to large scale DRI's.

PAST PERFORMANCE

- Cape Coral Northwest Cape and 7 Islands Vision Plan
- Islamorada Fills Vision Plan
- Historic Goldsboro Boulevard Streetscape
- Georgia Avenue District Redevelopment Vision/Master Plan

EDUCATION: M.A. in Urban and Regional Planning, University of Florida
B.S. in Business Administration, University of Florida

LICENSES/CERTIFICATIONS: CNU-a Accredited Member



KIERSTEN CAVENDER | PLANNING

1 TOTAL YEARS

Ms. Cavender serves as CPH's Land Planner for the firm's work in the United States. She has experience in Project Management and Land Planning.

PAST PERFORMANCE

- City of Mount Dora Continuing Engineering/Planning Services
- City of Mary Esther Continuing Engineering/Planning Services
- City of Pinellas Park, Florida: City Center Master Plan

EDUCATION: Bachelor of Science, Environmental Policy and Decision Making. Ohio State University, 2020
Master of Science, Environmental-Human Interaction. University of West Florida, 2022

LICENSES/CERTIFICATIONS: 6 months internship experience with the City of Pensacola's Planning Department as an Urban-Planning Intern (Dec 2022 – May 2022)



GALEN PUGH, RLA, AICP | LANDSCAPE ARCHITECTURE

32 TOTAL YEARS

Mr. Pugh serves the firm and its clientele in the capacity of Registered Landscape Architect. Mr. Pugh has over 32 years of governmental and private Landscape Architecture experience. This experience includes working as a Sr. Landscape Architect and a Sr. Planner. He additionally provided professional services such as procurement of consultants, directing and reviewing the preparation of site plans, construction documents and landscape plans. Galen coordinated the public participation process and conducted public and steering committee meetings.

PAST PERFORMANCE

- Melching Field Stadium Renovations – Design Criteria Package
- Casselberry Wirz Park Planning & Preliminary Design
- Leesburg Aquatic Complex
- Joe Moody Park

EDUCATION: B.A. Landscape Architecture, Louisiana State University

LICENSES/CERTIFICATIONS: Registered Landscape Architect - FL (No. LA1522)
CPTED Course Completion
Certified Planner (AICP)

CHIP BOECKH (QUEST) | PUBLIC INVOLVEMENT

25 TOTAL YEARS

Chip Boeckh is a veteran graphic design professional with more than 25 years of experience as an art director and freelance graphic designer. Mr. Boeckh is capable of successfully managing creative graphic design teams, freelance writers, illustrators and photographers. He has the ability to conceptualize and organize multiple publications and oversee all aspects of production, including directing photoshoots. He is highly creative, excelling at concept creation, publication branding and web and print content development.

PAST PERFORMANCE

- Collier County Affordable Housing Program
- Pasco County Public Transportation (PCPT), Branding and Marketing
- City of Ocala, Wetland Recharge Park Educational Video
- Florida Department of Transportation District Five, General Engineering Consultant Contract

EDUCATION: B.F.A., Graphic Design, Ringling College of Art and Design, Sarasota

LICENSES/CERTIFICATIONS: 2008 Gold Addy - Local Category / Core Creative • Cover/Whodunit in Florida
2008 Silver Addy - Local Category / Core Creative • Spread/ Whodunit in Florida

MICHAEL DOUGLAS ABATE (QUEST) | PUBLIC INVOLVEMENT

4 TOTAL YEARS

Mr. Abate is a born and raised Florida native with an emphasis on community and professionalism throughout his career in state, county, local, and now private sectors. Using his knowledge of demographic analysis, statistical inference, and geographical information system programming, Mr. Abate has worked tirelessly to benefit his community. Focusing purely on results, Mr. Abate emphasizes a largely statistical approach to both social and physical concerns. With a wide array of prior work experience, he is comfortable communicating with individuals within any sector. Mr. Abate's role within Quest Corporation of America is to utilize the maximum potential of the Geographic Information System (GIS) and he is a FAA certified drone pilot.

PAST PERFORMANCE

- Hillsborough County Aviation Authority, Tampa International Airport 2022 Strategic Master Plan Update
- Florida Department of Transportation (FDOT) Central Office, Target Zero Brand Awareness and Safety Campaigns
- Ajax Paving Industries, Inc. Brooksville/Tampa Regional Airport Runway Enhancement, Drone Services

EDUCATION: B.S. in Political Science with a concentration in Population Studies, Florida State University - 2019

LICENSES/CERTIFICATIONS: ESRI MOOC Spatial Data Science Training – The New Frontier in Analytics – 2020

IVAN RODRIGUEZ (QUEST) | PUBLIC INVOLVEMENT — 8 TOTAL YEARS

Ivan Rodriguez is a multimedia creative specialist with significant experience in the video industry. Mr. Rodriguez's overall experience includes editing, producing, directing, storyboarding, motion graphics, cinematography, photography, set design, lighting, archiving, social media marketing, and community engagement. He serves the transportation industry tapping his proficiency in the Adobe Creative Suite to edit video, photography, and audio.

PAST PERFORMANCE

- Hillsborough County Aviation Authority, Tampa International Airport 2022 Strategic Master Plan Update
- Toho Water Authority / Digital Animation Services
- Florida Department of Transportation (FDOT) Central Office / Video and Drone Services

EDUCATION: Florida Gulf Coast University, Bachelor's degree of Science in Marketing

LICENSES/CERTIFICATIONS: Adobe CC Certified

JILL CAPPADORO (QUEST) | PUBLIC INVOLVEMENT — 25 TOTAL YEARS

Jill Cappadoro's public sector experience spans 25 years. Ms. Cappadoro has conducted market research studies to better understand public perception on community issues and has used the findings to develop marketing programs as well as implement media campaigns to educate the community. She has extensive experience in organizing public meetings, excellent communication skills, and has served as spokesperson representing these public sector agencies with media, county commission and city council leadership.

PAST PERFORMANCE

- Hillsborough County Aviation Authority, Tampa International Airport 2022 Strategic Master Plan Update, Public Engagement
- Hillsborough County Corridor Preservation Plan, Stakeholder and Community Engagement
- Florida Department of Transportation (FDOT) Central Office, Target Zero Brand Awareness and Safety Campaigns

EDUCATION: B.A., Mass Communications, University of South Florida

LICENSES/CERTIFICATIONS: Federal Highway Administrations Special Outreach Advisory Group
Federal Highway Administration Peer Exchange Work Group

SARA SHEPHERD (QUEST) | PUBLIC INVOLVEMENT — 15 TOTAL YEARS

Sara Shepherd serves as a project manager for branding, marketing, and strategic communications projects for clients and in a business development capacity for Quest's Multimedia Services and Innovative Technologies division. She is an experienced communications professional and digital marketing strategist that is adept at initiating and maintaining positive rapport with government agencies, community groups, residents, business owners, and officials. Ms. Shepherd excels in all aspects of social media, media relations, special events planning, collateral development, public meeting coordination and public notification processes, building community consensus, and promoting, recruiting, and facilitating programs.

PAST PERFORMANCE

- Clay County Transportation Study
- Citrus County Inshore Artificial Reefs Feasibility Study, Branding, Market Research, Public Outreach
- Coral Springs Improvement District (CSID), Branding, Marketing and Public Involvement

EDUCATION: Master of Arts in Communication, Queens University of Charlotte
Bachelor of Science in Agricultural Education and Communication, cum laude, University of Florida
Certified Public Manager, Florida State University

LICENSES/CERTIFICATIONS: Social Media in Emergency Management, FEMA, July 2022

JOHN W. ROUNSAVILLE (WAGGONER) | STRATEGIC FUNDING PLANNING

10 TOTAL YEARS

Through ten years with Waggoner, John provides strategic guidance and support for project planning, development, and execution for clients. He works to identify and formulate policy solutions at the state and federal levels and develop financial sourcing and leveraging strategies to advance client objectives and facilitate project implementation.

PAST PERFORMANCE

- East Mississippi Intermodal Railroad; Lauderdale, Clark, Wayne, Greene, George Counties, MS: Program Manager
- Gulf Region Utility Authority Implementation; Harrison, Hancock, Jackson, Pearl River, Stone Counties: Program Manager
- Mississippi Digital Earth Model: Program Manager

EDUCATION: Juris Doctorate, University of Mississippi, 2013
MBA, Mississippi State University, 1998

LICENSES/CERTIFICATIONS: Mississippi Bar Association, #104450

JESSICA MCRORY, PE, LEED AP (AREHNA) | GEOTECHNICAL

18 TOTAL YEARS

Ms. McRory has managed the geotechnical aspects of testing, design and construction for over a thousand engineering projects over the last 18 years. Her involvement has included analysis and evaluation of soil conditions pertaining to new construction design, as well as ongoing construction projects. Project experience has ranged from task order contracts to large FDOT projects. Other responsibilities have included coordinating geotechnical field and laboratory testing, as well as construction materials testing services.

PAST PERFORMANCE

- City of Zephyrhills General Engineering Contract, Zephyrhills, Florida
- City of Temple Terrace, Continuing Services Contract, Temple Terrace, Florida
- City of Tampa A/E Continuing Services Contract, Tampa, Florida

EDUCATION: Master of Science, Civil Engineering
Geotechnical Concentration, University of South Florida, 2004
Bachelor of Science, Civil Engineering, University of South Florida, 2003

LICENSES/CERTIFICATIONS: Professional Engineer
Florida Registration No. 68440, 2008
LEED Accredited Professional

BRUNO J. ARRIOLA, P.E. (DRMP) | TRANSPORTATION

11 TOTAL YEARS

Bruno J. Arriola, PE, is a Project Engineer in DRMP's Tampa Office. He has served as Deputy Project Manager and Project Manager for municipal clients and is currently responsible for providing plans for production support, as well as assisting with research and roadway analysis necessary for design and report generation. Mr. Arriola is proficient with MicroStation, Auto CAD Civil 3D, OpenRoads Designer and MS Project .

PAST PERFORMANCE

- Professional Consulting Engineering Services for Public Works, Pinellas County, Florida
- 42nd Avenue N Roadway Improvements, Pinellas County, Florida
- 62nd Avenue North Intersection Improvements, Pinellas County, Florida

EDUCATION: Bachelor of Science in Civil Engineering, University of South Florida, 2009

LICENSES/CERTIFICATIONS: Professional Engineer No. 88984, Florida, 2020

SCOTT A. GARTH, PE, LEED AP ND (DRMP) | TRANSPORTATION

30 TOTAL YEARS

Scott A. Garth, PE, LEED AP ND, is a Vice President and Tampa Office Leader. In these capacities, he is responsible for project management, company growth, client relations, design and technical oversight of staff. He also serves as a Project Manager in DRMP's Water Resources Division. Mr. Garth has worked on many different types of transportation and drainage design projects accumulating a tremendous amount of overall engineering and permitting experience. Mr. Garth has attained certification as a LEED Accredited Professional, specializing in Neighborhood Development (ND) in his effort to provide sustainable and cost efficient solutions.

PAST PERFORMANCE

- Professional Miscellaneous Engineering Services General Civil, Hillsborough County, Florida
- 25th Street/27th Street Drainage Improvements, Hillsborough County, Florida
- Patterson Road Drainage Improvements, Hillsborough County, Florida

EDUCATION: Bachelor of Science in Civil Engineering, University of South Florida, 1993

LICENSES/CERTIFICATIONS: Professional Engineer No. 54018, Florida, 1999

ZACHARY B. HAYES, EI (DRMP) | TRANSPORTATION

5 TOTAL YEARS

Zachary B. Hayes, EI, is an Project Engineer in DRMP's Tampa Office and is currently responsible for plans production for engineering design projects in addition to aiding in drainage design. He is well-versed in plans production for minor and major improvement projects for municipal clients.

PAST PERFORMANCE

- Professional Consulting Engineering Services for Public Works, Pinellas County, Florida
- South Myrtle Avenue Quality Control Review, Pinellas County, Florida
- N Highland Avenue Quality Control Review, Pinellas County, Florida

EDUCATION: Bachelor of Science in Civil Engineering, University of South Florida, 2019

LICENSES/CERTIFICATIONS: Engineering Intern No. 1100023075, Florida, 2019

STEVEN L. WALLACE, P.E. (DRMP) | TRANSPORTATION

26 TOTAL YEARS

Steven L. Wallace, PE, is a Senior Project Manager for DRMP and is currently responsible for project management and design services for transportation projects. He has worked with all eight Florida Department of Transportation Districts. In addition to the Department, Mr. Wallace has worked with several municipal and private clients giving him extensive depth in road design and construction. His background includes roadway design, drainage design, construction, utilities, PD&E and specifications.

PAST PERFORMANCE

- Professional Consulting Engineering Services for Public Works, Pinellas County, Florida
- Sand Key Park Resurfacing and ADA Upgrades, Pinellas County Public Works, Pinellas County, Florida
- 42nd Avenue N Roadway Improvements, Pinellas County, Florida

EDUCATION: Bachelor of Science in Civil Engineering, Colorado State University, 1997

LICENSES/CERTIFICATIONS: Professional Engineer No. 59537, Florida, 2003

CHRISTOPHER W. WILD, PSM (DRMP) | SURVEY

16 TOTAL YEARS

Christopher W. Wild, PSM, is a Vice President and the Survey Manager for DRMP's Tampa office. He serves as a Project Manager for surveying and mapping projects specializing in design surveys, control surveys, terrestrial LiDAR, topographic and boundary surveys, plats, legal descriptions and right-of-way mapping. His responsibilities include contract administration and project coordination, technical oversight and professional development of staff, budget and schedule coordination and quality assurance/quality control of survey deliverables.

PAST PERFORMANCE

- Professional Engineering Services, Town of Belleair, Pinellas County, Florida
- Osceola Road/Varona Street, Town of Belleair, Pinellas County, Florida
- Professional Consulting Engineering Services, Pinellas County, Florida

EDUCATION: Bachelor of Science in Geomatics, University of Florida, 2007

LICENSES/CERTIFICATIONS: Professional Surveyor and Mapper No. 6893, Florida, 2012

KELLY M. MARTON, GISP (DRMP) | GIS

9 TOTAL YEARS

Kelly M. Marton, GISP, is a GIS Project Manager with DRMP and is responsible for geodatabase design, ArcGIS Online story map development, GPS field collection efforts and data quality assurance/quality control (QA/QC). She is experienced in transportation and school planning, development review for municipalities, integrating CAD/MicroStation design plans and GIS for construction management and detailed infrastructure mapping. Ms. Marton is also adept at preparing graphics for public involvement materials and updating website content for public outreach.

PAST PERFORMANCE

- Professional Consulting Engineering Services for Public Works, Pinellas County, Florida
- South Myrtle Avenue Quality Control Review, Pinellas County, Florida
- N Highland Avenue Quality Control Review, Pinellas County, Florida

EDUCATION: Bachelor of Science in Civil Engineering, University of South Florida, 2019

LICENSES/CERTIFICATIONS: Engineering Intern No. 1100023075, Florida, 2019

THOMAS J. YOCOM, PSM (DRMP) | SURVEY

41 TOTAL YEARS

Thomas J. Yocom, PSM, is the Subsurface Utility Engineering Manager in DRMP's Surveying and Mapping/ Geospatial Division. His responsibilities include the coordination and supervision of subsurface utility engineering crews, project planning and management, quality assurance and quality control of subsurface utility engineering deliverables and marketing and business development. Mr. Yocom's experience includes a wide variety of survey disciplines for projects such as higher education, municipal, highway transportation, rail, oil/gas and land development.

PAST PERFORMANCE

- Resurfacing Continuing Services Contract No. CAE21, FDOT District One, Various Counties, Florida
- Polk County Surveying and Mapping Services, Polk County, Florida
- Continuing Professional Services, Pasco County Utilities, Pasco County, Florida

EDUCATION: Diploma in Civil Engineering Technology, Minnesota State CTC, Minnesota, 1982

LICENSES/CERTIFICATIONS: Professional Surveyor and Mapper, No. 5653, Florida, 1996
Professional Land Surveyor No. 4943, North Carolina, 2010
Registered Professional Land Surveyor, No. 6303, Texas, 2011

ALIA AWWAD, PE (ALTA) | TRANSPORTATION PLANNING AND SAFETY EVALUATIONS 19 TOTAL YEARS

Alia's interest in transportation planning and engineering stems from a passion in providing safe, convenient, and sustainable transportation options and creating livable places. Alia's experience in both the public and private sectors allows her to understand the policy and planning nuances that local jurisdictions encounter and manage. Additionally, Alia's background in roadway design, traffic analysis, and context-sensitive transportation planning projects enables her to lead, communicate, and implement innovative and practical solutions to transportation issues.

PAST PERFORMANCE

- Datura and Evernia Streetscape Improvement Project, West Palm Beach, FL
- Meridian Avenue Bike Lanes, Miami Beach, FL
- Tamarind Avenue Corridor Design, West Palm Beach, FL

EDUCATION: MCRP, Georgia Institute of Technology, 2010
BS, Civil Engineering, University of Minnesota, 2003

LICENSES/CERTIFICATIONS: Professional Engineer: FL (#76279); GA (#035234); AL (#2954); DC (#PE923247); NJ (#24GE05623300)

STEPHANIE GARCIA (ALTA) | TRANSPORTATION PLANNING AND SAFETY EVALUATIONS 8 TOTAL YEARS

Stephanie has a background in Civil Engineering and Urban Planning. She brings over eight years of experience working on mobility projects including Complete Streets, community engagement and outreach efforts, design and policy guidelines, grant applications, bike and pedestrian plans, tactical urbanism, and walking audits. Prior to joining Alta, Stephanie established the Tactical Urbanism and Walking Audits program for the Metropolitan Planning Organization in Broward – the Walking Audits program received a recognition from the Federal Highway Administration safety office as a Vision Zero noteworthy practice.

PAST PERFORMANCE

- Tactical Urbanism Program, Broward MPO, Broward County, FL
- Walking Audits Program, Broward County, FL
- Complete Streets Master Plan, Broward County, FL

EDUCATION: MS, Urban Planning and Policy Design, Politecnico di Milano, Italy 2014
BS, Civil Engineering, National University of Colombia, Colombia 2012

LICENSES/CERTIFICATIONS: 2020 FHWA recognition of the Walking Audits program as a Vision Zero best practice

JOE GILPIN (ALTA) | TRANSPORTATION PLANNING AND SAFETY EVALUATIONS 21 TOTAL YEARS

Joe is a national expert in bicycle and pedestrian facility design. He provides project oversight and quality control for Alta staff for on-street bicycle facility implementation and pedestrian planning projects in communities varying in size across the Rocky Mountain region and nationwide. Joe worked as the Project Manager to develop the NACTO Urban Bikeway Design Guide, and led development of the FHWA Small Town and Rural Multimodal Networks Guide. He has led many of Alta's signature engineering design projects, provided design guidelines for pedestrian and bicycle facilities, and prioritized projects with funding strategies.

PAST PERFORMANCE

- Kalispell Trail and Complete Street, Bozeman, MT
- N Street Cycle Track Design, Lincoln, NE
- Bicycle Boulevards Feasibility & Design, Palo Alto, CA
- South Carrollton Avenue Non-Motorized Transportation Enhancements Study, New Orleans, LA

EDUCATION: MS, Transportation Planning, Oxford Brookes University, United Kingdom, 2002
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, California, 2001

LICENSES/CERTIFICATIONS: Complete Streets/Design Guidelines Training: Ohio DOT, Lake Tahoe, Michigan DOT, Columbia (SC), Lincoln (NE)

JENNIFER BALDWIN (ALTA) | TRANSPORTATION PLANNING AND SAFETY EVALUATIONS 17 TOTAL YEARS

Jennifer leads Alta's Mid-Atlantic region with 17 years of experience delivering products and services that focus on quality, innovation, and client communication. Having managed bicycle and pedestrian programs at both the state and local level, she brings a unique perspective to comprehensive master planning, public outreach, and project implementation. Her expertise includes downtown mobility, active transportation planning, corridor analysis, and inclusive public engagement.

PAST PERFORMANCE

- Miami Beach Bicycle and Pedestrian Master Plan Assessment, Miami Beach, FL
- Nashville/Davidson County Vision Zero Plan, Nashville, TN
- Portsmouth Safe Routes to School (SRTS) Program Professional Services, Portsmouth, NH

EDUCATION: BS, Outdoor Recreation Planning and Environmental Policy and Planning, Virginia Tech, 2005

LICENSES/CERTIFICATIONS: North Carolina Section – Institute of Transportation Engineers

MATT HAYES, AICP (ALTA) | TRANSPORTATION PLANNING AND SAFETY EVALUATIONS 22 TOTAL YEARS

Matt is a Vice President of Alta and brings 22 years of experience leading multimodal transportation and greenway planning efforts across North Carolina and the Southeast. As a recognized leader in the bicycle and pedestrian planning field, he has laid the groundwork for communities, both large and small, to accommodate sustainable modes of transportation. His expertise and passion lie in his ability to take clients from a vision to an implementable plan or project. He has managed over 100 bicycle, pedestrian, and greenway planning projects at the state, regional, community, and corridor levels.

PAST PERFORMANCE

- Sandhills Regional Bicycle Plan, Fayetteville, NC
- Wake County Safe Routes to School Project, Wake County, NC
- Yadkin Valley Regional Bicycle Plan, Yadkin Valley, NC

EDUCATION: MA, Geography, University of North Carolina, Chapel Hill, 2002
BS, Biology (Specialization in Environmental Science/GIS), Samford University, 1999

LICENSES/CERTIFICATIONS: American Institute of Certified Planners (#021773)

4.3.9. **REFERENCES**

We have worked with many of our clients for more than 41 years. Below is a sample of the projects we have completed under our continuing contracts.

Client	Projects
CITY OF SANFORD (SINCE 1958) Client Contact: Mr. Bilal Iftikhar, P.E., Public Works Director, P.O. Box 1788, Sanford, FL 32772-1788, Phone: 386.986.2354, Ext. 5085, E-Mail: bilal.iftikhar@sanfordfl.gov	• US 17-92 Riverwalk, Phase II - III • Sanford 1st Street Streetscape and Gateway Improvements • St. Johns Parkway (Phases I, II, III) • Sanford's US 17-92 Beautification, Phase I • SR 46 Utility Relocations • Sanford Main WTP Improvements • Sanford North WRF - Biological Nutrient Removal Expansion (BNR)
CITY OF ORLANDO (SINCE 1984) Client Contact: Mike Melzer, P.E., Project Manager/ Construction Manager, 400 South Orange Avenue, Orlando, FL 32801, Phone: 407.246.3187, E-Mail: michael.melzer@cityoforlando.net	• W. Central Blvd complete street Design-Build • Orange County – Barnett Park Splash Pad • City Of Orlando WRF'S - BNR/AWT Improvements • Orlando Conserv II WRF Master Plan and Design • North Orlando First Addition Water Line Improvements • City of Orlando Lift Station #6
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (SINCE 2014) Client Contact: Mr. Wayne D. Thomas, Project Manager, Bureau of Design and Construction, 3800 Commonwealth Boulevard 260K, MS 520, Tallahassee, FL 32399, Phone: 850.245.2684, Cell: 850.294.4366, E-Mail: Wayne.Thomas@FloridaDEP.gov	• Honeymoon Island Trail (FDOT LAP) • Oscar Scherer - Lake Osprey Fishing Pier and Gazebo • Faver-Dykes State Park ADA Canoe/Kayak Launch • St Andrews State Park – Campground Reinvestment
CITY OF PALM COAST (SINCE 1998) Client Contact: Steve Flanagan, Utility Director, 2 Utility Dr., Palm Coast, FL 32137, Phone: 386.986.2351, Fax: 386.986.2391, E-Mail: sflanagan@palmcoastgov.com	• Lehigh Trail Trailhead • Easthampton Boulevard Parkway Multi-Purpose Trail • Ravenwood Drive/Whiteview Parkway Multi-Purpose Trail • Belle Terre Parkway Four-Laning • Old Kings Road North Reclaimed Water Main • Palm Coast Reclaimed Water Distribution System Improvements
CITY OF CASSELBERRY (SINCE 1965) Client Contact: Kelly Brock, Ph.D., P.E. 95 Triplet Lake Drive, Casselberry, FL 32707, Phone: 407.262.7700, Fax: 407.262.7767, E-Mail: kbrock@casselberry.org	• Casselberry Infiltration Inflow • ARRA-Funded Water System Improvements • Community Redevelopment Agency (CRA) area U.S. 17-92/ Triplet Lake • Wirz Park Planning • Sunnytown Park Concept Planning
CITY OF DELAND (SINCE 1997) Client Contact: Ray Bahrami, P.E., PMP, CPM, CFM, Director of Engineering/City Engineer, 1102 S. Garfield Ave., DeLand, FL 32724, Phone: 386.626.7189, Fax: 386.736.5366, E-Mail: Bahramir@deland.org	• Greenway Multi-Use Trail, North Extension Part A (FDOT LAP) • Alabama Avenue Greenway Phase 1 & 2 (FDOT LAP) • West Georgia Avenue Shared Use Street Design and Vision Plan • MLK Recreation Center Master Plan • Earl Brown Park Improvements • Spec Martin Stadium and Earl Brown Park Improvements • Spec Martin Stadium Design Criteria Package • DeLand New Public Works Complex

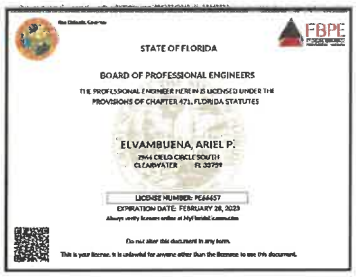
4.3.10. **LICENSES**

NIKHEL JINDAL, GCC, ASSOC. DBIA, ENV SP





ARIEL P. ELVAMBUENA, P.E.





MATTHEW DEANGELO, P.E.



JOSE M. ORTIZ, P.E.



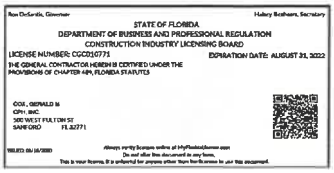
EDUARDO AVILES, P.E.



JOHN LENTI, AIA, NCARB, ENV SP, LEED AP



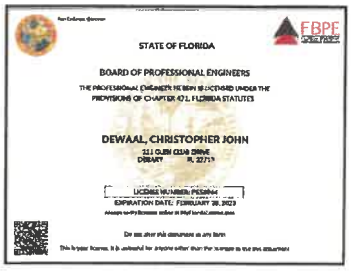
GERRALD M. COX



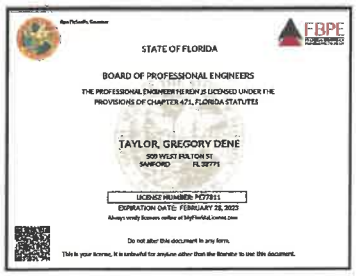
BROOK K. SHERRARD, AIA, NCARB



CHRISTOPHER DEWAAL, P.E., LEED AP



GREGORY D. TAYLOR, MSEE, P.E.


STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TAYLOR, GREGORY DENE

909 WEST FULTON ST
SANFORD FL 32771

LICENSE NUMBER: PE77811
EXPIRATION DATE: FEBRUARY 28, 2023

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JEFFERY A. DEAL, P.E.


STATE OF FLORIDA

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DEAL, JEFFREY ALAN

104 GARDEN CT
SANFORD FL 32771

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EXPIRATION DATE: FEBRUARY 28, 2023

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DEVIN F. BARRS, P.E.


STATE OF FLORIDA

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BARRS, DEVIN F.

3102 LACY LEAF COURT
TAMPA FL 33611

LICENSE NUMBER: PE70568
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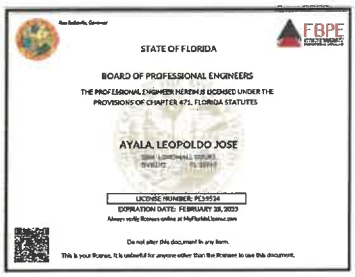
LEOPOLDO J. AYALA, P.E.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AYALA, LEOPOLDO JOSE

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TYLER D. FITZGERALD, P.E.


Licensee Details

License Information

Name:

Main Address

County:

License Mailing:

License Location:

License Information

License Type:

Rank:

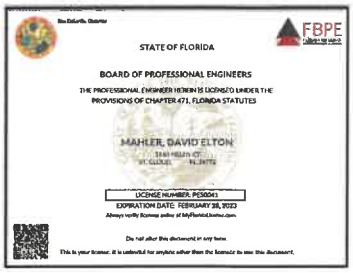
License Number:

Status:

Licensure Date:

Expires:

DAVID E. MAHLER, P.E.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MAHLER, DAVID ELTON

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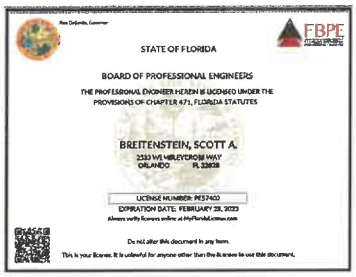
SCOTT A. BREITENSTEIN, P.E.


STATE OF FLORIDA

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BREITENSTEIN, SCOTT A.

2533 WILDEYROSE WAY
ORLANDO FL 32828

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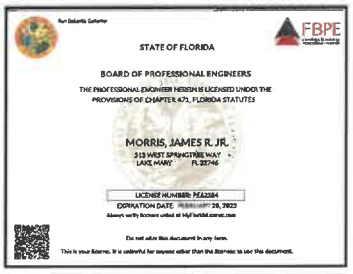
JAMES R. MORRIS, P.E.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MORRIS, JAMES R. JR.

513 WEST SPRINGTREE WAY
LAKE MARY FL 32746

LICENSE NUMBER: PE62584
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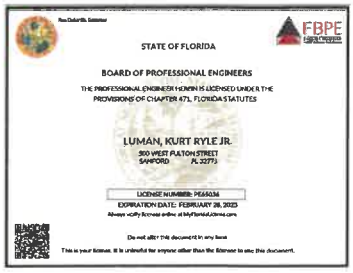
KURT R. LUMAN, JR. P.E.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LUMAN, KURT RYLE JR.

500 WEST FULTON STREET
SANFORD FL 32771

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MATTHEW C. CUSHMAN, P.E.


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CUSHMAN, MATTHEW C

444 PINK CORAL LANE
NEW SMYRNA FL 32168

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JOSEPH M. LOFASO, P.E.


STATE OF FLORIDA

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LOFASO, JOSEPH MICHAEL

3687 CANDLE BERRY PL
OVIEDO FL 32766

LICENSE NUMBER: PE59718
EXPIRATION DATE: FEBRUARY 28, 2023

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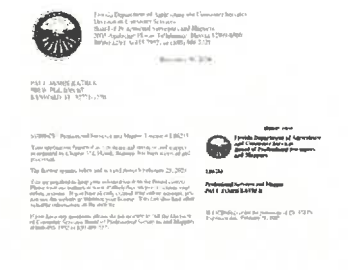
THOMAS J. GALLOWAY, PSM



PAUL J. KATREK, PSM



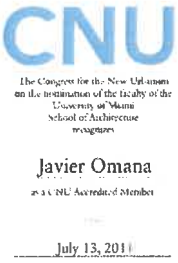
AMY E. DALY



DAVID A. LANDERS



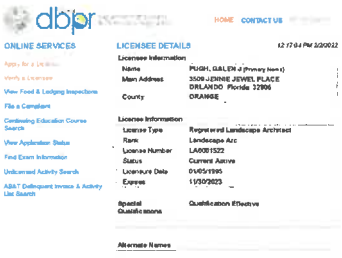
JAVIER E. OMANA



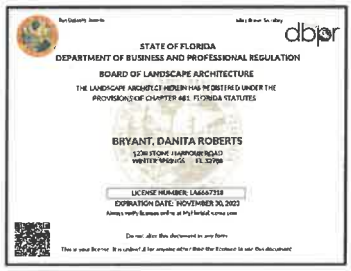
DAVID A. TERWILLEGER, P.E.



GALEN J. PUGH, PLA, AICP



DANITA BRYANT, PLA



CLINTON T. IANOTTI



AREHNA ENGINEERING, INC.







QUEST CORPORATION OF AMERICA, INC.


State of Florida
Women Business Certification
Quest Corporation of America, Inc.


State of Florida
Department of State

DRMP, INC.


State of Florida
Department of State

ALTA PLANNING + DESIGN


State of Florida
Department of State


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
AWWAD, ALSA
LICENSE NUMBER: PE94779
EXPIRATION DATE: FEBRUARY 28, 2023

4.3.11. **FORMS**

City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works
RFQ DEADLINE: September 30, 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: 59-2068806

Required Documents:

- ☐ **Cover Page, Pg 1**
- ☐ **Applicant Firm Sheet, Pg 27**
- ☐ **SubConsultant/Contractor, Pg 29**
- ☐ **Public Entity Crimes, Pg 33**
- ☐ **Addenda Receipt Acknowledgement. Pg 35**
- ☐ **E-Verify, Pg 37**
- ☐ **References-Pg 30**
- ☐ **Non Collusive, Pg 36**
- ☐ **Resumes & Organization Chart, Pg 23**
- ☐ **RFQ Response Form, Pg 3**
- ☐ **RFQ Table of Contents, Pg 28**
- ☐ **References, Pg 30**
- ☐ **Error & Omissions, Pg 38**
- ☐ **Debarment, Pg 39**
- ☐ **RFQ Acceptance, Pg 40**
- ☐ **Business Tax Receipt and Licenses, etc**
- ☐ **Drug Free WorkPlace, Pg 31**

FIRM NAME: CPH, LLC.

SUBMITTER'S NAME/TITLE: Nikhel Jindal, GCC, Assoc. DBIA, ENV SP ; Chief Strategy and Success Officer

ADDRESS: 5601 Mariner Street, Suite 105, Tampa, FL 33609

TELEPHONE NUMBER 813.288.0233 FAX 813.288.0433

EMAIL ADDRESS info@cphcorp.com

Firm Representative Signature: _____ Date September 29th, 2022

Notary or Corporate

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

certifies that CPH, LLC. 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

September 29th, 2022

Date

PUR062.036
re. 10/97

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

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

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

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

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

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

_____
(Signature)

Sworn to and subscribed before me this 29th day of September, 2022

Personally known X

Or Produced identification _____

Notary Public – State of _____

_____
My commission expires _____
(Type of Identification)

ALEX BRICKEY
Notary Public-State of Florida
Commission # GG 286571
My Commission Expires
December 25, 2022

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

Addenda Receipt Acknowledgment
35-22-05

Addendum # 1 Date 9/26/2022 Initials

Addendum # 2 Date 9/27/2022 Initials

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

_____

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT
35-22-05

State of Florida
County of Seminole

Nikhel Jindal, GCC Assoc. DBIA, ENV SP, being first duly sworn, deposes and says that he/she is Chief Strategy and Success Officer of CPH, LLC., 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

CPH, LLC. *(Company Name)*

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me this 29th day of September, 2022 by Nikhel Jindal, GCC, Assoc. DBIA, ENV SP *(name and title of corporate officer)* of CPH, LLC. *(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)

(Name of notary type, printed or stamped)

(Title or rank)

My commission expires: _____
Serial number, if any _____

ALEX BRICKEY
Notary Public-State of Florida
Commission # GG 286571
My Commission Expires
December 25, 2022

E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: CPH, LLC.

Authorized Signature: _____

Title: Chief Strategy and Success Officer

Date: September 29th, 2022

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: CPH, LLC.

Authorized Signature:

Title: Chief Strategy and Success Officer

Date: September 29th, 2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

1. The prospective Vendor, CPH, LLC., 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: CPH, LLC.
Name of Company – Please Print

Signature: _____
Authorized Company Representative

Name/Title: Nikhel Jindal, GCC, Assoc. DBIA, ENV SP ; Chief Strategy and Success Officer

Address: 5601 Mariner Street, Suite 105, Tampa, FL 33609

Date: September 29th, 2022

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS**.

Authorized Signature

September 29th, 2022
Date

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
Printed Name

CPH, LLC.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 29th day of September A.D. 2022

ALEX BRICKEY
Notary Public-State of Florida
Commission # GG 286571
My Commission Expires
December 25, 2022

(Seal) By:

Title:













STATEMENT OF QUALIFICATIONS | RFQ NO. 35-22-05

PROFESSIONAL SERVICES-CRA, PLANNING AND PUBLIC WORKS

CITY OF ZEPHYRHILLS, FLORIDA

Friday, October 07, 2022 | 11:00 AM

Submitted By:

gai consultants.

COMMUNITY SOLUTIONS GROUP

Contact:

Pete Sechler, PLA/AICP/ASLA • Vice President/Principal-in-Charge

P.Sechler@gaiconsultants.com • 321.319.3126

GAI Consultants, Inc. • 618 East South Street, Suite 700 • Orlando, FL 32801 • 407.423.8398

Section 4 .1
Table of Contents



gai consultants

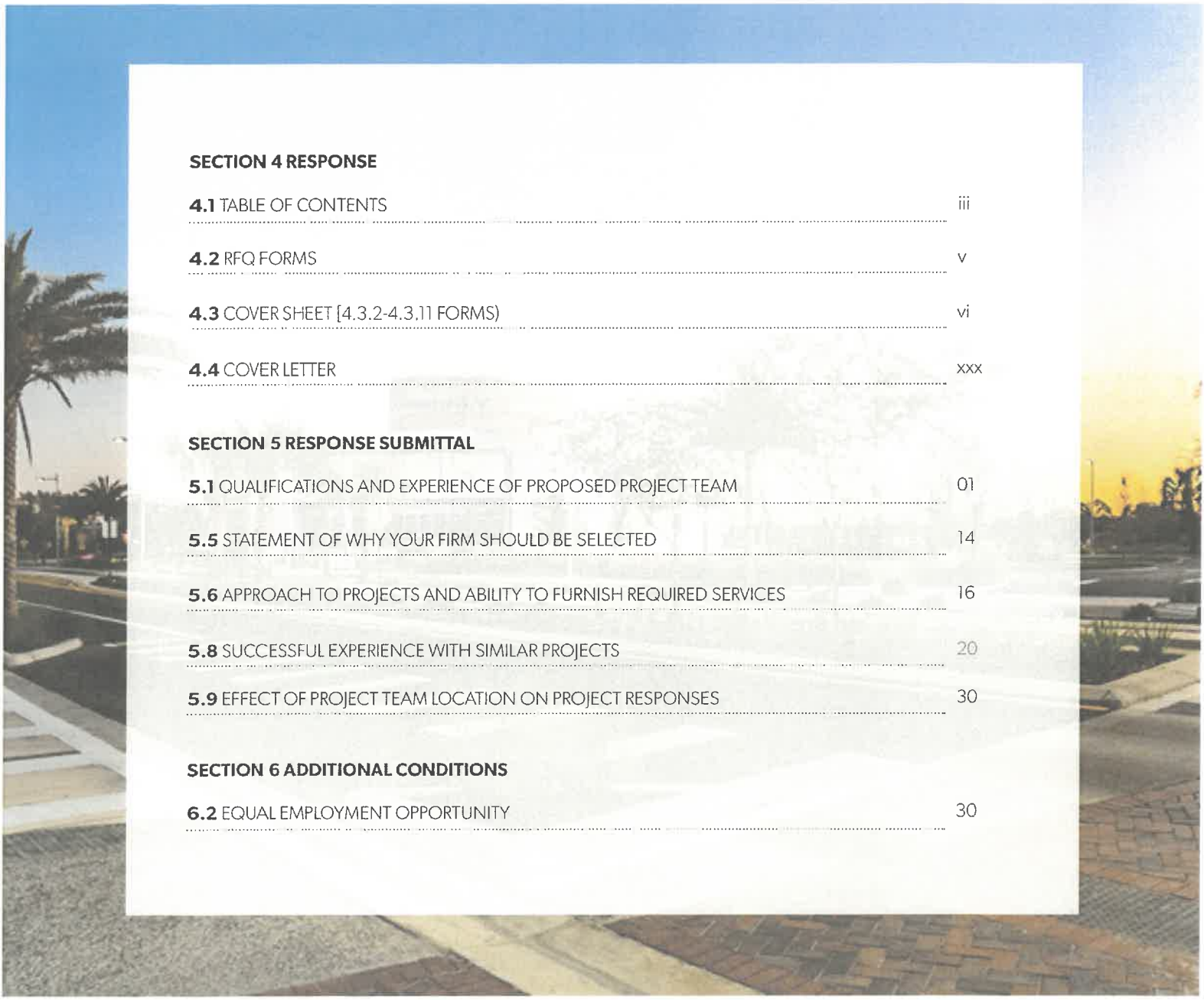
COMMUNITY SOLUTIONS GROUP

STATEMENT OF QUALIFICATIONS | RFQ NO. 35-22-05

PROFESSIONAL SERVICES-CRA, PLANNING AND PUBLIC WORKS

CITY OF ZEPHYRHILLS, FLORIDA

October 07, 2022



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gai consultants

COMMUNITY SOLUTIONS GROUP

SUBMIT RESPONSE TO:		REQUEST FOR QUALIFICATIONS
CITY OF ZEPHYRHILLS VIA: BIDNETDIRECT.COM CUST NUMBER: 800-835-4603 BETWEEN 8 A.M-8 P.M.		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BIDNETDIRECT.COM

5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department

PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE	PROPOSAL RESPONSES OPENING DATE/TIME
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works	SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.

PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None

DATE: NONE SCHEDULED **TIME:**

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:
G-A-I Consultants, Inc.
618 E. South Street, Suite 700
Orlando, Florida 32801

TELPHONE NUMBER: (407) 423-8398

EMAIL ADDRESS: P Sechler@gaiconsultants.com / L.Smith@gaiconsultants.com

If returning as a "NO" state reason:

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 Coompany 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 Zephyrills. 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:

GAI Federal ID No. 25-126099

X

AUTHORIZED SIGNATURE

Peter C. Sechler, PLA/AICP/MBA, Vice President, Director Community Solutions Group

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 26 day of September, 2022

Personally known: ☒ Or produced identification: ☐

Type of ID: license

Notary Signature

Florida
State

My commission expires: Jan. 28, 2024

AFFIX NOTARY STAMP BELOW

CHRISTINA LORENZO
Notary Public - State of Florida
Commission # GG 919043
My Comm. Expires Jan 28, 2024
Bonded through National Notary Assn.

BONDS

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.

City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works
RFQ DEADLINE: September 30, 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: GAI Federal ID No. 25-126099

Required Documents:

- ☐ **Cover Page, Pg 1**
- ☐ **Applicant Firm Sheet, Pg 27**
- ☐ **SubConsultant/Contractor, Pg 29**
- ☐ **Public Entity Crimes, Pg 33**
- ☐ **Addenda Receipt Acknowledgement. Pg 35**
- ☐ **E-Verify, Pg 37**
- ☐ **References-Pg 30**
- ☐ **Non Collusive, Pg 36**
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- ☐ **RFQ Response Form, Pg 3**
- ☐ **RFQ Table of Contents, Pg 28**
- ☐ **References, Pg 30**
- ☐ **Error & Omissions, Pg 38**
- ☐ **Debarment, Pg 39**
- ☐ **RFQ Acceptance, Pg 40**
- ☐ **Business Tax Receipt and Licenses, etc**
- ☐ **Drug Free WorkPlace, Pg 31**

FIRM NAME: G-A-I Consultants, Inc.

SUBMITTER'S NAME/TITLE: Peter C. Sechler, PLA/AICP/MBA, Vice President, Director Community Solutions Group

ADDRESS: 618 E. South Street, Suite 700, Orlando, Florida 32801

TELEPHONE NUMBER (407) 423-8398 FAX (407) 843-1070

EMAIL ADDRESS P.Sechler@gaiconsultants.com / L.Smith@gaiconsultants.com

Firm Representative Signature: Date

Notary or Corporate

CHRISTINA LORENZO
Notary Public - State of Florida
Commission # GG 919043
My Comm. Expires Jan 28, 2024
Bonded through National Notary Assn.

PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS – 35-22-05
APPLICANT FIRM

Project Title: PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

APPLICANT FIRM NAME: G-A-I Consultants, Inc.

ADDRESS: 618 E. South Street, Suite 700, Orlando, FL 32801

TELEPHONE NUMBER: (407) 423-8398

FAX NUMBER: (407) 843-1070

CONTACT PERSON/TITLE: Peter C. Sechler, PLA/AICP/MBA, Vice President, Director Community Solutions Group

EMAIL ADDRESS: P.Sechler@gaiconsultants.com

ALT CONTACT PERSON/TITLE: Laura Smith, Manager, Urban Analytics

EMAIL ADDRESS: L.Smith@gaiconsultants.com

FEDERAL TAX ID NUMBER: GAI Federal ID No. 25-126099

Type Ownership: Corporation
Submittal for___ Parent Company ___ Branch or Subsidiary

Parent Company, if any:

Former Parent Company/Companies:

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

Pete Sechler, Vice President

Frank Bellomo, Vice President

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

Austin, TX (26); Bridgeport, WV (17); Canton, OH (11); Charleston WV (22); Chicago (Lisle), IL (15), Cranberry Township, PA (56); DuBoise, PA (14); Fort Wayne, IN (16); Greenbay (DePere), WI (15); Fishers (Indianapolis), IN (18); Jackson, MI (6); Jacksonville, FL (69); Kansas City (Overland Park), KS (10); Louisville, KY (5); Northern Kentucky (Florence), KY (14); **Orlando, FL (128)**; Palm Beach Gardens, FL (2); Pittsburgh (Homestead), PA (23); Richmond (Glen Allen), VA (26); Southpointe (Canonsburg), PA (25); Tampa, FL (7); Vevay, IN (1) Warrenton VA (3) **TOTAL: 753**

Subconsultant

Firm Name and Address
Wannemacher Jensen Architects, Inc.
WJCreate

132 Mirror Lake Dr N 3rd Floor
St. Petersburg, FL 33701
727-822-5566 | wjarc.com | AR94244 |
CGC1522870
FEIN: 59-3150693

Services to be Provided
Architecture
Construction/Construction Management





GAI Consultants, Inc. - Bank Reference

Bank Reference: *Citizens Bank*
Address: *525 William Penn Place 153-2910, Pittsburgh, PA 15219-1729*
Contact: *Tony McCartney*
Phone: *(412) 867-2759*

GAI Consultants has never failed to complete work awarded

Bonding Company

Nielson, Wojtowicz, Neu & Associates
A Nielson Hoover Group Company
Florida Surety Bonds – Performance Bond, Construction, Payment Bond and Insurance Company

Address: *1000 Central Avenue, Suite 200, St. Petersburg, FL 33705*
Contact: *Devin Phillips, Surety Bond Specialist*
Email: *dphillips@nielsonbonds.com*
Phone *(Direct): 727.209.1804*
Phone *(Main): 727.209.1803 Ext. 1804*
Cell: *813.468.7727*
Fax: *727.209.1335*



REFERENCES

1 **Company Name: GAI'S COMMUNITY SOLUTIONS GROUP**
Project Title: Austin-Tindall Sports Complex Economic and Fiscal Impact Analysis
Project Location: *Osceola County, Florida*
Project Description: *GAI's Community Solutions Group was retained by Osceola County, Florida, to serve as consultant for the preparation of an economic and fiscal impact analysis associated with the expansion of Austin-Tindall Park, one of central Florida's largest multi-purpose sports complexes. Services Included: Economics + Strategy; Fiscal + Economic Impact; Funding, Revenue + Financial Modeling; and Redevelopment + Special Area Strategic Planning*
Project Start: *March 2022*
Project Completion: *April 2022*
Owner Name: *Osceola County, Florida*
Contact: *Darren Gray, Deputy County Manager*
Owner Address: *1 Courthouse Square, Kissimmee FL 34741*
Phone Number: *407.742.0336*
Email: *darren.gray@osceola.org*
Project Amount: *$33,000; On Budget*

2 **Company Name: GAI'S COMMUNITY SOLUTIONS GROUP**
Project Title: High Springs CRA Strategic Planning
Project Location: *High Springs, Florida*
Project Description: *GAI's Community Solutions Group was retained by the City of High Springs Community Redevelopment Agency to serve as the consultant in assisting with a strategic update to the CRA's Community Redevelopment Plan. This plan included community visioning level work to explore opportunities of shared interest; descriptions of opportunities with written mission statements, planning diagrams and visual imagery; and then developed an implementation plan that identifies key initiatives, assigns priority and benchmarks order-of-magnitude budgets to update the CRA Plan. Services included: Economics + Strategy; Funding, CRA Strategic Planning; Market Analysis Economics + Strategy; Funding, Revenue + Financial Modeling; CRA Strategic Planning; Market Analysis*
Project Start: *March 2021*
Project Completion: *August 2021*
Owner Name: *City of High Springs, Florida*
Contact: *David Sutton, Community Redevelopment Agency Coordinator*
Owner Address: *City of High Springs CRA, 23666 NW 185th Road, High Springs, FL 32643*
Phone Number: *386.454.6225*
Email: *dsutton@highsprings.us*
Project Amount: *$60,000; On Budget*

3 **Company Name: GAI CONSULTANTS, INC.**
Project Title: Neptune Road Widening
Project Location: *Osceola County, Florida*
Project Description: *GAI provided design and engineering services to Osceola County, Florida for the widening of Neptune Road from Partin Settlement Road to US 192.*
Project Start: *2019*
Project Completion: *2022*
Owner Name: *Osceola County, Florida*
Contact: *Steven Kane*
Owner Address: *1 Courthouse Sq, Kissimmee, FL 34741*
Phone Number: *407.742.0660*
Email: *steven.kane@osceola.org*
Project Amount: *$4.5M (Design Fee); $68M Construction; On Budget*

4 **Company Name: GAI CONSULTANTS, INC.**
Project Title: S.R. 50 From 429 to Good Homes Road
Project Location: *Ocoee, Florida*
Project Description: *GAI provided CEI services for the City of Ocoee's SR 50 landscaping LAP project from SR 429 to Good Homes Road.*
Project Start: *March 2020*
Project Completion: *July 2020*
Owner Name: *City of Ocoee, Florida*
Contact: *Ginger Corliss, AICP, CPRP*
Owner Address: *150 N Lakeshore Dr., Ocoee, FL 34761-2258*
Phone Number: *407.608.0401*
Email: *vcorless@ocoee.org*

5 **Company Name: GAI'S COMMUNITY SOLUTIONS GROUP**
Project Title: Wolf Branch Innovation District Master Plan
Project Location: *Mount Dora, Florida*
Project Description: *GAI's community solutions group prepared a master plan and design guidelines for the Wolf Branch Innovation District (WBID) in Lake County.*
Project Start: *2019*
Project Completion: *2021*
Owner Name: *City of Mount Dora, Florida*
Contact: *Vince Sandersfeld, Planning Director*
Owner Address: *510 N Baker St., Mount Dora, FL 32757*
Phone Number: *352.735.7112*
Email: *sandersfeldv@cityofmountdora.com*
Project Amount: *$108,000; On Budget*

REFERENCES

6 Company Name: GAI'S COMMUNITY SOLUTIONS GROUP
Project Title: Heroes Community Park
Project Location: *Orlando, Florida*
Project Description: *GAI and Wharton Smith Construction were retained as a design-build team to create a new park within the Lake Nona neighborhood of Laureate Park.*
Project Start: *2017*
Project Completion: *2019*
Owner Name: *City of Orlando, Florida*
Contact: *Denise J. Riccio, RLA, FPR, Planner and Grants Manager*
Owner Address: *400 S OrangeAve, Orlando, Florida 32801*
Phone Number: *407.246.4249*
Email: *denise.riccio@cityoforlando.net*
Project Amount: *$3M; On Budget*

7 Company Name: GAI'S COMMUNITY SOLUTIONS GROUP
Project Title: Rolling Hills Community Park Design and Implementation
Project Location: *Seminole County, Florida*
Project Description: *Rolling Hills Park is a unique parcel of property in the heart of Seminole County. The park, a former golf course, offers over 103 acres of land that stretches out into the community in a linear fashion. GAI's Community Solutions Group (CSG), working with the County Staff designed a one of a kind park. The master plan illustrates how the County can develop this existing under-utilized non-functioning golf course into a world class park to serve the surrounding neighborhood as well as all of Seminole County. A major component of the design is the four miles of trail and the associated trail heads that will connect to the overall County trail system. This multi-use-trail is integrated with smaller neighborhood walks and gathering spaces.*
Project Start: *2020*
Project Completion: *Ongoing*
Owner Name: *Seminole County, Florida*
Contact: *Richard E. Durr, Jr., CPRP, PLA, AICP, Director of Leisure Services*
Owner Address: *100 East First Street – 4th Floor, Sanford, FL 32771*
Phone Number: *407.665.2001*
Email: *rdurr@seminolecountyfl.gov*
Project Amount: *$550,000 Fee, $4.1M Phase 1 Construction*

8 Company Name: GAI'S COMMUNITY SOLUTIONS GROUP
Project Title: SR200/A1A Corridor Master Plan
Project Location: *Nassau County, Florida*
Project Description: *GAI led Nassau County through a two-year intensive planning effort to re-imagine the main corridor connecting one of the fastest growing communities in the state. Most of this growth will happen along the SR200/A1A Corridor where a burgeoning suburban strip development pattern has taken root over the last three decades. The Corridor Master Plan guides these new growth patterns that provide greater access to employment, housing, and commercial amenities for area residents in a manner that preserves natural habitat, mitigates for traffic congestion, establishes efficient land use patterns, encourages health and wellness, and facilitates a livable and sustainable community.*
Project Start: *2019*
Project Completion: *2021*
Owner Name: *Nassau County, Florida*
Contact: *Thad Crowe, AICP, Planning Director*
Owner Address: *96161 Nassau Place, Yulee, FL 32097*
Phone Number: *904.530.6300*
Email: *tcrowe@nassaucountyfl.com*
Project Amount: *$295,000; On Budget*

9 Company Name: Wannemacher Jensen Architects, Inc.
Project Title: City of Clearwater Continuing Contract
Project Location: *Clearwater, Florida*
Project Description: *This contract was to supply the City with full-service architectural planning, design as well as full project management services. Numerous projects have been completed over the years.*
Project Start: *2000*
Project Completion: *Ongoing*
Owner Name: *City of Clearwater, Florida*
Contact: *Art Kader, Recreation Director*
Phone Number: *727.562.4800*
Email: *tcrowe@nassaucountyfl.com*
Project Amount: *$varies; On Budget*

10 Company Name: Wannemacher Jensen Architects, Inc.
Project Title: Fossil Park
Project Location: *St. Petersburg, Florida*
Project Description: *Fire Station #7 is a 9,270 sf, 3-bay apparatus, drive-through fire station designed with a priority on efficiency and ease-of-use throughout the building to ensure the crew would be optimally positioned to serve the community at all times. The single-story fire station has an incredibly efficient and simplified open floor plan, eliminating unnecessary corridors and providing immediate access to the apparatus bay from any space within the building. All eight dorm/sleeping rooms & three of five single use bathrooms are connected to a single hallway with direct access to the apparatus bay. The day room, kitchen and dining rooms also have direct access to the bay and were designed to serve double duty individual and large group training areas to maximize efficiency and eliminate unneeded space.*
Project Start: *2016*
Project Completion: *2018*
Owner Name: *City of St. Petersburg, Florida*
Contact: *Robert Bassett, Assistant Fire Chief*
Phone Number: *727.893.7275*
Email: *robert.bassett@stpete.org*
Project Amount: *$2.7M; On Budget*

GAI has the personnel and experience to quickly and efficiently provide the Zephyrhills with specific types of work or services as requested by the City. The following projects have a direct correlation to the services requested for this Continuing Services Contract. Detailed project descriptions are included for ***10 recent projects*** in section 5.8.1 response.















































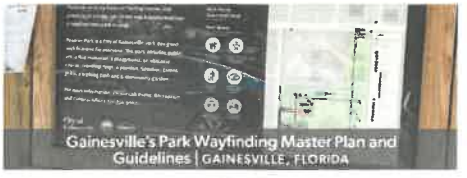







GAI Consultants, Inc.



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DEJIDAS, GARY M
1436 CAMPBELL ST
ORLANDO FL 328067048

LICENSE NUMBER: PE36618
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com

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GAI Consultants, Inc. - Professional Engineering Firm Qualifier



Ron DeSantis, Governor
Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

BELLOMO, FRANK
GAI CONSULTANTS INC
1827 WINDING OAK DRIVE
ORLANDO FL 32825

LICENSE NUMBER: LA0000732
EXPIRATION DATE: NOVEMBER 30, 2023
Always verify licenses online at MyFloridaLicense.com

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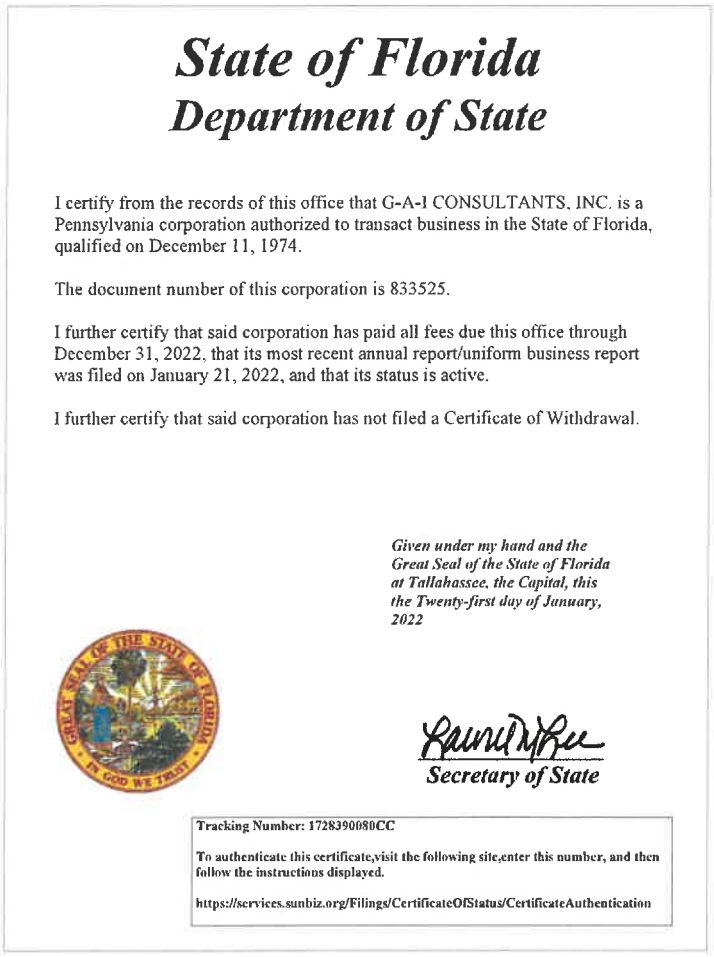
GAI Consultants, Inc. - Landscape Architecture Firm Qualifier



State of Florida
Department of State

I certify from the records of this office that G-A-I CONSULTANTS, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on December 11, 1974.

The document number of this corporation is 833525.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 21, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2022

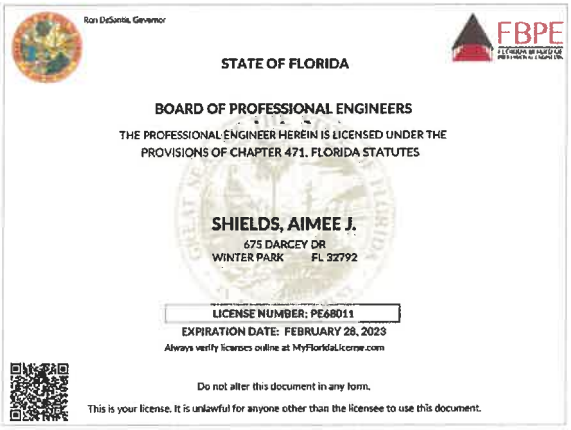
Secretary of State

Tracking Number: 1728390080CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida - Corporate Certificate



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SHIELDS, AIMEE J.
675 DARCEY DR
WINTER PARK FL 32792

LICENSE NUMBER: PE68011
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com

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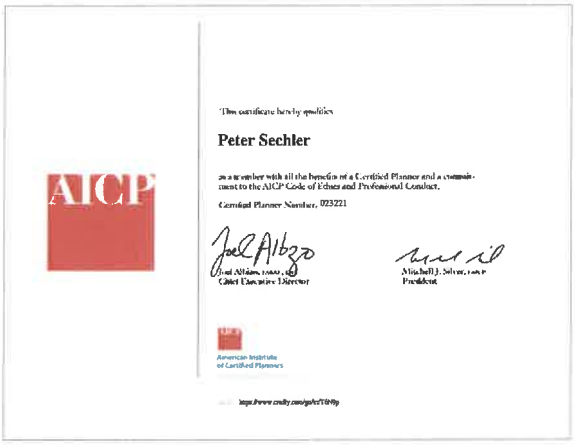
GAI Consultants, Inc. - Civil Engineering Lead for this Team

GAI Consultants, Inc.



This certificate hereby qualifies

Peter Sechler

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

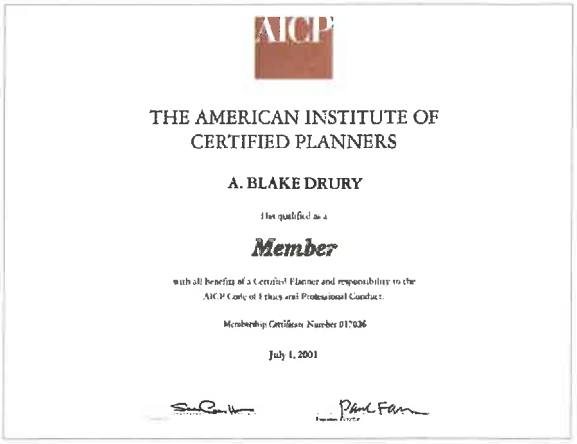
Certified Planner Number: 023221

Chief Executive Director

President

American Institute of Certified Planners

Certified Planner



THE AMERICAN INSTITUTE OF CERTIFIED PLANNERS

A. BLAKE DRURY

Has qualified as a

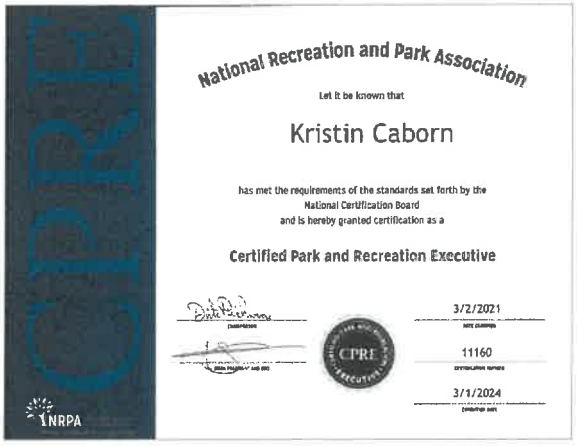
Member

with all benefits of a Certified Planner and responsibility to the AICP Code of Ethics and Professional Conduct.

Membership Certificate Number 017036

July 1, 2001

Certified Planner



National Recreation and Park Association

Let it be known that

Kristin Caborn

has met the requirements of the standards set forth by the National Certification Board and is hereby granted certification as a

Certified Park and Recreation Executive

3/2/2021

11160

3/1/2024

NRPA



Office of the Attorney General

FLORIDA CRIME PREVENTION TRAINING INSTITUTE

Hereby awards this certificate of recognition to

Kristin Caborn

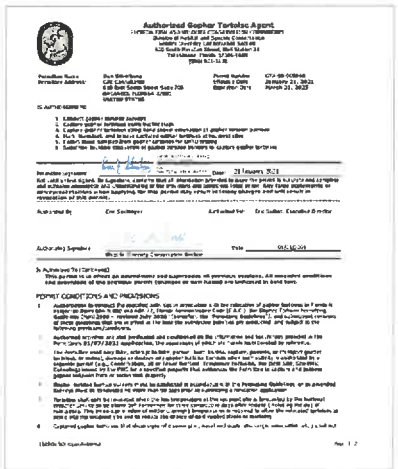
as a

Florida Crime Prevention Through Environmental Design Practitioner for the pursuit of professionalism through the completion of the 65 Hours

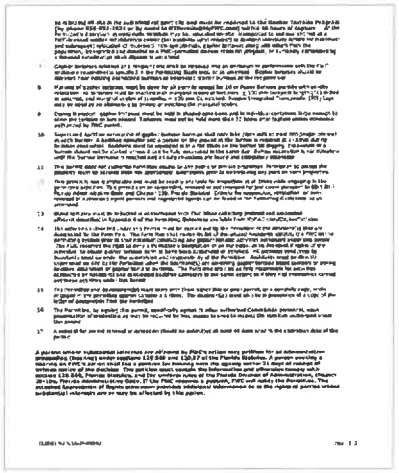
In witness thereof, this diploma, has been issued by the Attorney General upon recommendation of the faculty on this 8th Day of February, 2006

Charlie Crist
Attorney General
State of Florida

Certified Park and Recreation Executive (CPRE), National Recreation and Park Association
Florida CPTED (Crime Prevention Through Environmental Design) Practitioner (FCP), Florida Attorney General



Authorized Gopher Tortoise Agent



Authroized Gopher Tortoise Agent



Ron DeSantis, Governor — Julie I. Brown, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

JENSEN, JASON WAYNE
WANNEMACHER JENSEN ARCHITECTS, INC.
3992 42ND AVE S
ST. PETERSBURG FL 33711

LICENSE NUMBER: AR94244
EXPIRATION DATE: FEBRUARY 28, 2023
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Jason Jensen, AIA, LEED AP
President WJA



Ron DeSantis, Governor — Halsey Beshears, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
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EVANS, LINDSAY RENEE
1425 18TH AVE N
ST PETERSBURG FL 33704

LICENSE NUMBER: AR98486
EXPIRATION DATE: FEBRUARY 28, 2023
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Linday Evans, AIA
Principal / Project Manager



GBCI
GREEN BUILDING CERTIFICATION INSTITUTE

Jason Jensen

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

June 30, 2009

Jason Jensen, AIA, LEED AP
LEED Accredited Professional



Ron DeSantis, Governor — Melanie S. Griffin, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRUM, JOHN T
WJCREATE LLC
132 MIRROR LAKE DRIVE NORTH
ST. PETERSBURG FL 33701

LICENSE NUMBER: CGC1522870
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

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John T Crum
President WJCreate

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

certifies that G-A-I Consultants, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section

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

Bidder's Signature

9/26/22

Date

PUR062.036
re 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05

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

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

by Peter C. Sechler, PLA/AICP/MBA, Vice President, Director Community Solutions Group
(print individual's name and title)

for G-A-I consultants, Inc.
(print name of entity submitting sworn statement)

whose business address is

618 E. South Street, Suite 700, Orlando, Florida 32801

and (if applicable) its Federal Employer Identification Number (FEIN) is 25-126099

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: [signature])

2 I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that a "person" as defined in Paragraph 287 133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

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

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

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

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

____ 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 20th day of September, 2022.

Personally known ✓

Or Produced identification

Notary Public – State of Florida

My commission expires Jan. 28, 2024

(Type of Identification)

CHRISTINA LORENZO
Notary Public - State of Florida
Commission # GG 919043
My Comm. Expires Jan 28, 2024
Bonded through National Notary Assn.

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

Addenda Receipt Acknowledgment
35-22-05

Addendum # 1 **Date** September 16, 2022 **Initials** PCS

Addendum # 2 **Date** September 27, 2022 **Initials** PCS

Addendum # _____ **Date** _____ **Initials** _____

Addendum # _____ **Date** _____ **Initials** _____

Firm Representative:

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT
35-22-05

State of Florida
County of Orange

Peter C. Sechler, being first duly sworn, deposes and says that he/she is

Vice President, Director Community Solutions Group, 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

G-A-I Consultants, Inc. *(Company Name)*

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 26th day of September by

Peter C. Sechler *(name and title of corporate officer)*
of G-A-I Consultants, Inc. *(Name of Corporation),*
a Orange County *(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)

Christina Lorenzo *(Name of notary type, printed or stamped)*
Administrative Specialist *(Title or rank)*

My commission expires: Jan. 28, 2024
Serial number, if any _____

E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: G-A-I Consultants, Inc.

Authorized Signature:

Title: Vice President, Director Community Solutions Group

Date: 9/22/2022

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: G-A-I Consultants, Inc.

Authorized Signature:

Title: Vice President, Director Community Solutions Group

Date: 9/26/2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

1. The prospective Vendor, Peter C. Sechler 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: G-A-I Consultants, Inc.
Name of Company – Please Print

Signature: _____
Authorized Company Representative

Name/Title: Vice President, Director Community Solutions Group

Address: 618 E. South Street, Suite 700, Orlando, Florida 32801

Date: 9/26/22

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS.**

Authorized Signature

9/26/22
Date

Peter C. Sechler, PLA/AICP/MBA
Printed Name

G-A-I Consultants, Inc.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 26th day of September A.D 2022

(Seal) By: Christina Lorenzo

Title: Administrative Specialist

CHRISTINA LORENZO
Notary Public - State of Florida
Commission # GG 9:9043
My Comm. Expires Jan. 28, 2024
Bonded through National Notary Assn

Section 4.4
Cover Letter



gai consultants

COMMUNITY SOLUTIONS GROUP

October 07, 2022

City of Zephyrhills
BIDNETDIRECT.COM
Attn: Karen Miller, Purchasing Agent

35-22-05
Professional Services-City Wide for CRA, Planning and Public Works

Dear Selection Committee Members:

The City of Zephyrhills Request for Qualifications – "Professional Services- CRA, Planning and Public Works" identifies many detailed services to be delivered, as needed, over the next several years. These services match the areas of professional expertise currently provided by GAI Consultants, Inc. (GAI). Our team of professionals welcomes the occasion to be a part of your continued planning, engineering, and design efforts.

GAI is a comprehensive engineering, design, and planning firm providing services to both public and private clients throughout Florida for more than 30 years. GAI is committed to developing communities that are authentic, sustainable, and practical. Our Orlando office location is convenient to Zephyrhills and allows us to be responsive to the City's requirements and schedule.

Through our professional network, we have incorporated subconsultants with whom we have successfully collaborated with on a variety of endeavors. These subconsultants are subject matter experts who bring specialized skills that we believe to be highly beneficial to the City.

GAI has the unique ability to combine planning, landscape architecture, and economic analysis expertise with robust engineering design capabilities. Our in-house Community Solutions Group (CSG) is well versed in Low Impact Design (LID) practices and has become adept at integrating these elements into our engineering practice. CSG also includes a team of urban and economic analysts who are experienced in assessing economic and fiscal impacts, providing market analysis, and assembling economic development and redevelopment strategies.

We have a complete and thorough understanding of continuing service contracts as a vehicle for structuring and providing the wide variety of services that might be required by the City. In effect, we understand our role is to serve as an extension of staff, working as the City's partner to address a variety of infrastructure needs as they arise. We also understood that there may be occasions when we will need to work closely with other advisors. We are comfortable with working with other consultants to bring the City the benefit of solutions developed through collaboration.

Our credentials are presented on the following pages and describe our experience and capabilities to perform the services described. We are eager to continue our long-established relationship with the City of Zephyrhills.

Sincerely,
GAI Consultants, Inc. | Community Solutions Group

Peter C. Sechler, PLA, ASLA
Vice President / Principal-in-Charge

Section 5
Response Submittal



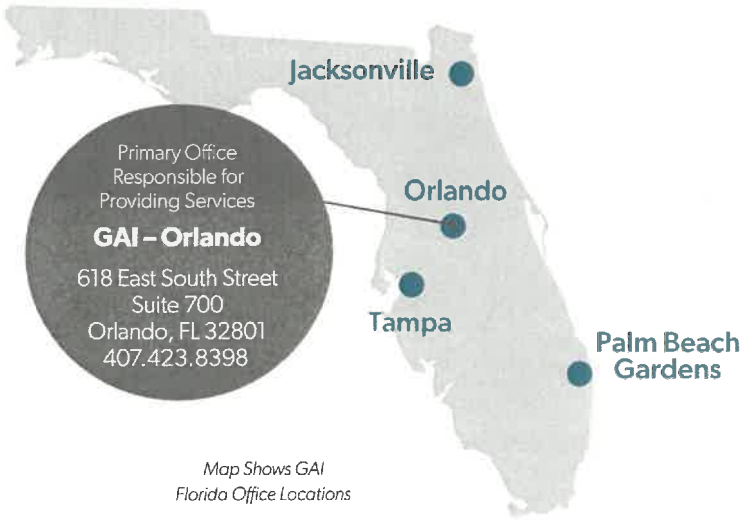
gai consultants

COMMUNITY SOLUTIONS GROUP

FIRM INFORMATION

Who We Are

GAI Consultants, Inc. (GAI) is an employee-owned engineering, environmental, and planning consulting firm. Through growth, acquisition, and much success, GAI has 700+ employees, serving our clients from 24 office locations throughout Florida and the United States. Our Orlando office—located less than 80 miles from the City of Zephyrhills—will serve as our main office through which all tasks be coordinated. Our offices are organized to mobilize staff and services seamlessly. **GAI has been in business for 64 years and has been practicing in Florida for 40 years.**



Map Shows GAI Florida Office Locations

What We Do

We specialize in providing professional services as the prime consultant, drawing upon a unique blend of in-house experts and technicians, and utilizing specialty subconsultants as necessary to meet the project's individual work assignment requirements. From feasibility studies to concept design to final design/permitting—and through construction implementation—GAI's ability to meet your needs is second to none in Florida.

64+ YRS SUPERIOR CLIENT SERVICE

ENR TOP 500 DESIGN FIRMS 2006–2022

ENR TOP 200 ENVIRONMENTAL FIRMS 2006–2022

SERVICES

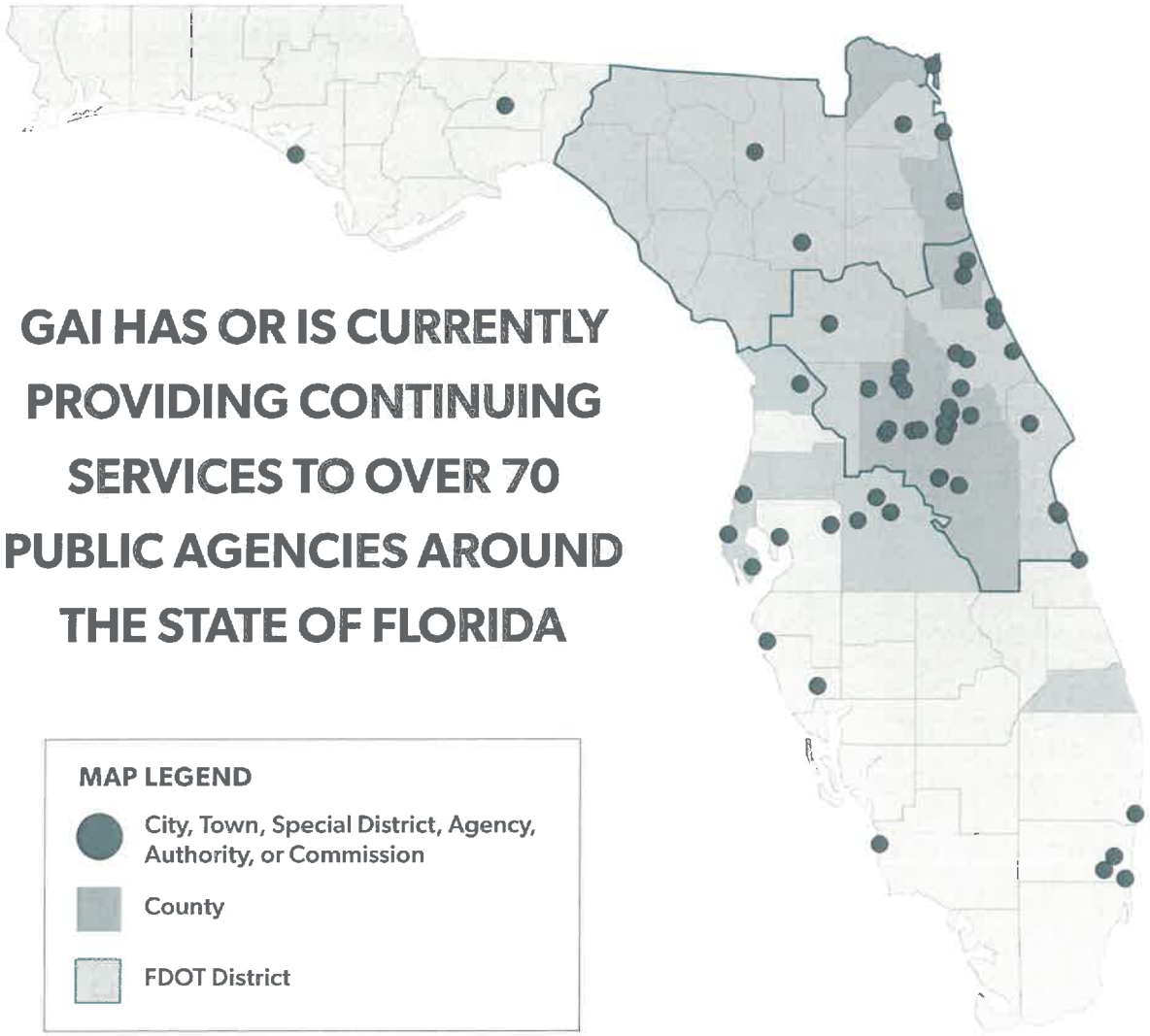
- Airport Planning, Design Engineering, and Construction Services
- Bridge and Structure Inspection and Design
- Civil Engineering
- Construction Inspection and Management
- Cultural Resources Management
- Economic Analyses and Strategies
- Electric Transmission Design and Siting
- Environmental Engineering
- Environmental Studies, Species Studies, Permitting
- Gas Pipeline Surveying and Mapping
- Geographic Information Systems
- Geotechnical Engineering and Geology
- Impoundment and Landfill Permitting and Design
- Land Development Engineering
- Landscape Architecture and Design
- Master Planning and Urban Design
- Mechanical, Electrical, Structural Engineering
- Natural Gas Federal Energy Regulatory Commission Certification and Permitting
- Right of Way and Appraisal Support
- Land Surveying and Mapping
- Transportation Planning and Design
- Utility Management Consulting
- Water, Stormwater, Wastewater Management

GAI Continuing Services Contracts

GAI has, or is currently providing, professional services to over 70 public agencies around the State of Florida, each using similar services required under the terms of this proposal. This experience in performing continuing services contracts allows GAI to examine a project from every perspective. This enables the client to make choices and pursue options that might otherwise remain overlooked or undervalued. Our long-standing history of continuing services clients provides evidence that we understand how to serve as an extension of staff, provide efficient, meaningful value and collaborate to maintain long-term working relationships.

To effectively address the professional services listed in this RFQ, it is important to note that the GAI team is deeply experienced providing professional consulting services to public agencies across Florida. Additionally, several members of the GAI team have previously served the public in elected or appointed positions. Those individuals have themselves relied upon consultants to provide services under these very contract mechanisms.

The map below and table on the following page show GAI's Continuing Services contracts around the State of Florida.





ST. PETE PIER PARK

Wannemacher Jensen Architects, Inc.

Founded in St. Petersburg Florida in 1992, Wannemacher Jensen Architects (WJA) is an interdisciplinary architecture firm that designs and creates engaging spaces for working, living, learning and playing. The firm's design methodology is centered on the belief that architecture can inspire positive change and enrich society. With each project and any given set of challenges, we strive to provide creative and innovative design solutions that promote community and client ambitions, redefine conventions, and generate purpose driven solutions.

Since the firm was founded our specialty has always been to work with municipalities on quality-of-life projects. We have completed over 300 public projects for more than 30 different municipalities throughout the State of Florida on various project types including Museums, Recreation Centers and Parks, City Halls, Fire & Police Stations, Government Offices, and Service Centers. We understand the intricacies of working with multiple building users, making presentations to commissioners and satisfying various neighborhood concerns.

WJ is one of the few architecture firms in the country that can provide entertainment production design in house. This is inclusive of lighting, video, audio, effects, staging, and site planning. The firm provides worldwide design services for venues, live & corporate events, bands, churches, museums, restaurants, art installations, and night clubs. Our diverse expertise enables us to holistically look at projects in a new way to seamlessly integrate innovative concepts and ideas.

Continuing Contracts have always been an important part of our firm. These Contracts include projects that have ranged from studies, to design, and through construction administration services. Projects' scope include master planning, new construction, building additions, major renovations, historic preservation, and remodeling work. Overall, the firm has a broad range of experience across an array of project types and disciplines for commercial, municipal, and non-profit clients. The breadth of our work derives from our ability to collaborate with clients to create unique and context-sensitive results regardless of the size, program, or budget.

YEARS IN BUSINESS:
30 years

FULL TIME WJ EMPLOYEES:
45

SERVICES:
Architecture
Interior Design
Design-Build Construction
Production Design
Real Estate/Development

WEBSITE:
wjarc.com

LICENSE:
AR94244

FEIN:
59-3150693

COMPANY OVERVIEW



ABOUT US

Founded in St. Petersburg, FL, WJCreate (WJC) is a full-service construction company that provides a complete range of building services including construction management, general contracting, and single-source design-build services. Our portfolio of work includes a diverse mix of work from new ground up construction to renovations and interior build-outs. From restaurants to schools, offices to custom homes and condos; The diverse mix of our work epitomizes our ability to work closely with clients through all stages of the development process to achieve unique and appropriate solutions for every project. Whether that be a tricky site, intricate design, short timeline, or tight budget; Our teams diverse experience and unique approach to building fosters collaborative, anticipatory problem-solving which leads to better constructed, value driven results.

our HISTORY

WJCreate was founded in 2016 by John Crum, a General Contractor, and Jason Jensen, an Architect and Principal of Wannemacher Jensen Architects. Having completed several projects together and admiring one another's approach the two decided to team up to create a construction company that would focus on building better through a streamlined construction process. Since forming, WJC's growth has been calculated and consistent. In 2019 WJCreate built the firms new headquarters directly next to the company's existing offices on Mirror Lake in downtown St. Petersburg.

OUR PURPOSE

When we founded WJCreate we didn't want to be just another contractor. We got into this profession because we love solving problems, working with people, and building quality projects we can be proud of. While grounded in traditional values of hard work and a dedication to craftsmanship, our approach to construction aims to challenge common building practices and improve the status quo. We are grounded optimists driven by a constant desire to improve. We see the possibility where others only see the impossible.

Services Offered



Programming Efforts with Community Members



Historic Manhattan Casino Renovation



Madeira Beach City Hall Rendering



St. Pete Fire Station #8 - LEED Gold

WJArchitects

- Accessibility Compliance
- Augmented Reality/Project Visualization
- Bid & Permit Assistance
- Code Compliance
- Community Outreach/Public Involvement
- Construction Documentation
- Construction Administration
- Drafting/CAD services
- Demolition Planning Services
- Design-Build Construction
- Design Development
- Energy Analysis and Design
- Facility Evaluation
- Furniture, Furnishing and Equipment
- Historic Preservation
- Interior Design
- Laser & 3D Printing / Modelling
- LEED & Green Globe Facilitation
- Lighting Design
- Master Planning
- Model Construction
- Planning Services
- Programming
- Real Estate Development
- Redevelopment Studies
- Renderings
- Renovation/Repair
- Scheduling
- Schematic Design
- Site Analysis / Sight Evaluation
- Space Planning
- Strategic Facility Planning
- Sustainable Building Design

WJDevelopers & WJCreate

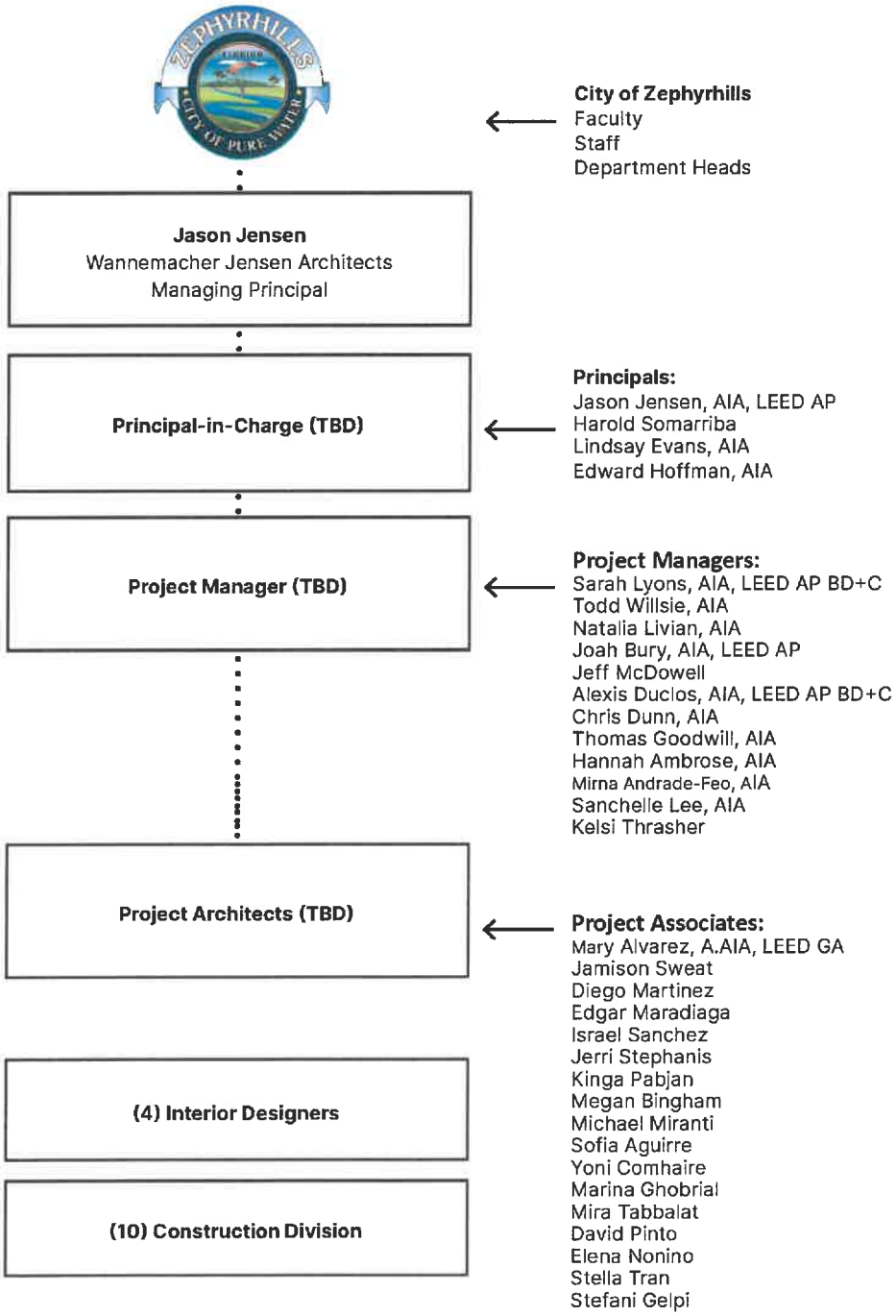
A unique characteristic of our firm is that we are one of the few architecture firms with a dedicated development division, WJDevelopers, and construction division, WJCreate.

Founded in 2016, WJCreate (WJC) is a full-service construction company that provides a complete range of building services including construction management, general contracting, and single-source design-build services. Founded in 2022, WJDevelopers (WJD) allows the firm to purchase and prepare land to provide design and construction services. This has allowed our team at WJA to completely understand the building process from start to finish through the eyes of different building entities including the full Design-Build and Construction process. Our team has completed this process on our Mirror Lake Development property. This property is a mixed-use development that includes three floors of commercial and three floors of residential.

Continuing contracts often lead to a range of diverse projects of varying scope. Therefore, our process and project team will be assembled on a project-to-project basis to reflect the task order at hand. We understand that consistent communication and responsiveness are keys to a successful continuing contract and working relationship. Jason Jensen, President and Managing Principal, will serve as the initial point-of-contact. When we receive a phone call or email regarding a new project, one of the firm Principals, will take the lead. Following a meeting with the City to determine scope of services, a Fee Proposal is prepared, and a Task Order is generated. At that time, an appropriate Project Manager in our office is identified, which on some projects will be one of the Principals. Engineering sub-consultants will then be identified and selected on an as-needed basis.

Staffing Plan

Our staffing process begins with selecting the Project Manager that best suits the project based on their experience with the project type and their availability to devote the necessary attention to the project. We also assign architectural associates to assist the project manager utilizing their experience and technical ability. To ensure we have the proper support that each project requires, we evaluate our current workload and staffing on a weekly basis. We are then able to easily forecast and adapt to changes in project workload to ensure your projects remain on schedule.



Personnel Who Will Have Primary Responsibility For This Contract

A key to our success of delivering continuous professional services is our people. For this assignment, our leadership team is headed by Vice President, Pete Sechler, PLA,AICP, Project Manager, Laura Smith, and Kathy Leo, PE as QA/QC.



Pete Sechler, PLA, AICP • Principal in Charge

Mr. Sechler is the Director of GAI's Community Solutions Group, focused on Planning, Urban Design, Landscape Architecture, and Economic Development in the eastern U.S. for public, private, and institutional clients. His focus has been to work inclusively—identifying the community context and mission, understanding economic potential, and thereby positioning specific initiatives to support broader goals, enhanced livability, and sustainable success. Mr. Sechler has been involved in the following types of projects: citywide regional visioning; community redevelopment; transit-oriented urban development; main street and urban walkability projects; medical, educational, and office park campuses; urban public parks and trails; and neighborhood planning and enhancements.



Laura Smith, MPA • Project Manager

Ms. Smith serves as Financial Analyst Manager within GAI's Community Solutions Group (CSG), where she conducts and oversees the research and analysis of market, economic, and demographic data; commercial, industrial, and multifamily performance indicators; census data; and employment statistics for various products of the firm. Ms. Smith served as a professional municipal planner for 6 years, expanding her expertise to include writing and updating land development codes, development plan reviews, comprehensive plan rewrites and updates, comprehensive plan Evaluation and Appraisal Reports (EAR), Community Redevelopment Agency (CRA) Findings of Necessity (FON), and redevelopment plans.



Kathy Leo, PE, Vice President • QA/QC

Kathy Leo, PE serves as Vice President within GAI's Infrastructure group. With 29 years of experience, she has a broad range of experience in the public and private sector. Her strength is leading multidiscipline project teams, including engineering, survey, and architecture. Ms. Leo is well versed in traditional, design-build, and integrated project delivery contracting methods. She also leads the Community Infrastructure market for GAI, which is comprised of civil engineering, water, and aviation.



ORGANIZATIONAL STAFF CHART

PROJECT TEAM LEGEND

Prime Firm:
(GAI/CSG) *GAI Consultants, Inc./GAI's Community Solutions Group*

Sub-consultants:
(WJA) *Wannemacher Jensen Architects, Inc.*
(WJC) *WJCreate, LLC*



PRINCIPAL IN CHARGE
Authorized Representative
Pete Sechler, PLA, AICP



PROJECT MANAGER
Primary Point of Contact
Laura Smith, MPA



QA/QC
Kathy Leo, PE

PUBLIC WORKS, CRA, PLANNING AND BUILDING + ASSOCIATED SERVICES

PROFESSIONAL ENGINEERING
Aimee Shields, PE - **Engineering Lead**
Benjamin Allis, PE

ECONOMIC DEVELOPMENT AND REDEVELOPMENT STRATEGIES
Laura Smith, MPA - **Economic and Analysis Lead**
Tom Kohler, Strategic Advisor

MARKET RESEARCH / MARKET ANALYSIS
Laura Smith, MPA
Natalie Frazier, MBA

URBAN PLANNING/DESIGN, LAND USE AND ZONING
Blake Drury, AICP - **Planning/Urban Design Lead**
Thomas "Wes" Shaffer, AICP

LANDSCAPE ARCHITECTURE, URBAN PARK DESIGN SERVICES
Frank Bellomo, PLA, ASLA - **LA/Urban Park Lead**
Keith Oropeza, PLA, ASLA
Andrea Penuela, PLA
Kristin Caborn, CPRE, FCP - **Park Planning**

SUSTAINABLE DESIGN
Ivan Maranan, PLA, LEED® AP
Ian Molgaard, LEED® Green Associate

REAL ESTATE DEVELOPMENT, AFFORDABLE HOUSING
Owen Beitsch, PhD, FAICP, CRE

ARCHITECTURAL SERVICES
Jason Jensen, AIA, LEED® AP (WJA) - **Architectural Lead**
Harold Somarriba, Principal/Manager (WJA)
Lindsey Evans, AIA, Principal/Manager (WJA)

CONSTRUCTION SERVICES
Dennis Chech (WJC) - **Senior Superintendent**
John Crum, President (WJC)
Mark Losee, Senior Project Manager (WJC)
Andrea Sutherland, PE

ENVIRONMENTAL GRAPHICS AND SIGNAGE
Ana Oropeza, SEGD

TRAFFIC/TRANSPORTATION
Sylvester Asiamah, PE

SURVEY
Joseph Lek, PSM, PLS

WATER/WASTEWATER
Greg Kolb, PE

ENVIRONMENTAL
DJ Silverberg, PWS, GTA

COMMUNITY ENGAGEMENT
Pete Sechler, PLA/AICP
Kristin Caborn, CPRE, FCP
Thomas "Wes" Shaffer, AICP

THE GAI TEAM IS COMMITTED TO PROVIDING HIGH-QUALITY, TIMELY COMPLETION OF WORK TO THE CITY OF ZEPHYRHILLS

Our Project Manager will remain actively aware of manpower requirements, while remaining focused on the client and project needs. Our team will work with the City to properly staff each project assignment to meet technical expectations and align with the City's project budget.



Laura Smith, MPA

Manager, Urban Analytics

l.smith@gaiconsultants.com | 321.319.3088

Ms. Smith serves as Financial Analyst Manager within GAI's Community Solutions Group (CSG), where she conducts and oversees the research and analysis of market, economic, and demographic data; commercial, industrial, and multifamily performance indicators; census data; and employment statistics for various products of the firm. Ms. Smith served as a professional municipal planner for 6 years, expanding her expertise to include writing and updating land development codes, development plan reviews, comprehensive plan rewrites and updates, comprehensive plan Evaluation and Appraisal Reports (EAR), Community Redevelopment Agency (CRA) Findings of Necessity (FON), and redevelopment plans.

Ms. Smith is a graduate of University of South Florida, with an MPA in Public Administration and a BA in Political Science. She also earned her master's certificate in Urban and Regional Planning from the University of Central Florida. She currently serves on the Planning and Zoning Board of Lake County, Florida.

EDUCATION: MURP, Urban and Regional Planning, 2015, University of Central Florida; MPA, Public Administration (Pi Alpha Alpha), 2008, University of South Florida; BA, Political Science, 2006, University of South Florida; **CERTIFICATIONS:** Certified Trainer, Florida Redevelopment Academy

Aimee Shields, PE



Senior Engineering Manager

a.shields@gaiconsultants.com | 321.319.3041

Ms. Shields has demonstrated expertise in project management and civil site design for commercial, residential, institutional, municipal, and private projects. Her design work includes grading, drainage, storm sewer systems, stormwater management facilities, water systems, sanitary sewers, pump stations, and roadways. Ms. Shields develops construction drawings and specifications, and prepares permit application packages for submittal and processing through various local, state, and federal permitting agencies. Her civil engineering experience includes urban infill, hospitality and streetscape/roadway projects, healthcare campus master planning, enabling/infrastructure, and expansion projects. She has also prepared feasibility studies, flood mitigation analyses, and engineer's estimates of probable cost. In addition to her PE license and MBA, Ms. Shields holds advanced certification for maintenance of traffic design.

EDUCATION: MBA, Business Administration, 2017, Point Park University; BS, Civil Engineering, 2003, Villanova University; **LICENSES/REGISTRATIONS:** Professional Engineer (PE): FL – 2008, #68011



A. Blake Drury, AICP

Director, Planning and Urban Design

b.drury@gaiconsultants.com | 321.319.3125

Mr. Drury is an urban designer and city planner focused on creating livable communities. For the past 25 years, he has developed plans for public-sector clients in urban, suburban, and rural settings across North America, including initiation, conceptualization, and design of large-scale neighborhood redevelopment projects, downtown plans, and numerous transit station area planning programs. He also has extensive experience helping private-sector clients develop visions and principles to guide new communities, including master plans for many traditional neighborhood development design projects throughout the southeast United States. Mr. Drury is frequently invited to speak at professional events throughout the region, and previously served as an Adjunct Instructor at the University of Central Florida for 7 years teaching urban design at the graduate and undergraduate levels.

EDUCATION: MS, Planning, 1998, University of Tennessee, Knoxville, Tennessee; BA, History (Cum Laude), 1996, University of Florida, Gainesville, Florida; **CERTIFICATIONS:** American Institute of Certified Planners, #017026



Frank Bellomo, PLA, ASLA

Vice President/Senior Director, Landscape Architecture

f.bellomo@gaiconsultants.com | 321.319.3057

Mr. Bellomo serves as Vice President and Senior Director of Landscape Architecture Services for GAI's Community Solutions Group. Mr. Bellomo brings over 4 decades of experience on a diverse range of projects covering all aspects of landscape architectural design in both the public and private sectors. During the course of his career, he has been responsible for hundreds of site-sensitive landscape projects, including urban streetscapes and plazas, parks, trails, waterfronts, commercial and office complexes, residential communities, campuses and gardens, and hotels and resorts.

EDUCATION: BLA, Landscape Architecture, 1980, University of Florida; **LICENSES/REGISTRATIONS:** Professional Landscape Architect (PLA): FL – 1981, #LA0000732; **CERTIFICATIONS:** Council of Landscape Architectural Registration Boards (CLARB) Certified, #30154

Owen Beitsch, PHD, FAICP, CRE



Senior Director, Economic and Real Estate Advisory Services

o.beitsch@gaiconsultants.com | 321.319.3131

Dr. Beitsch is active in the management and execution of complex studies for public and private clients, and focuses on special real estate issues, as demonstrated by his civic and business activities. He has held an active leadership role in the Tampa Downtown Partnership, and is a founding member of the Orlando Neighborhood Improvement Corporation (ONIC), having served as chairman for 4 years. Dr. Beitsch also served for 8 years on the Orlando Housing Authority Board of Commissioners. In 2010, he was named a Fellow in the American Institute of Certified Planners, the highest honor bestowed in the urban planning profession and awarded to only about 3% of those achieving certification. He is currently Chair of the Xentury City Community Development District, a major tourist area in Osceola County; he also served as a member of the Winter Park Planning and Zoning Board.

EDUCATION: PhD, Public Affairs, University of Central Florida; Masters of Urban and Regional Planning (MURP), Florida State University; **LICENSES/REGISTRATIONS:** Fellow, American Institute of Certified Planners (AICP); Counselor of Real Estate (CRE); Real Estate License: FL, #SL595584; **CERTIFICATIONS:** Certified Trainer, Florida Redevelopment Academy



Kristin Caborn, CPRE, FCP

Director of Park System Planning

k.caborn@gaiconsultants.com | 321.319.3161

Mr. Drury is an urban designer and city planner focused on creating livable communities. For the past 25 years, he has developed plans for public-sector clients in urban, suburban, and rural settings across North America, including initiation, conceptualization, and design of large-scale neighborhood redevelopment projects, downtown plans, and numerous transit station area planning programs. He also has extensive experience helping private-sector clients develop visions and principles to guide new communities, including master plans for many traditional neighborhood development design projects throughout the southeast United States. Mr. Drury is frequently invited to speak at professional events throughout the region, and previously served as an Adjunct Instructor at the University of Central Florida for 7 years teaching urban design at the graduate and undergraduate levels.

EDUCATION: MS, Planning, 1998, University of Tennessee, Knoxville, Tennessee; BA, History (Cum Laude), 1996, University of Florida, Gainesville, Florida; **CERTIFICATIONS:** American Institute of Certified Planners, #017026



Andre R. Sutherland, PE

CEI Senior Project Engineer

a.sutherland@gaiconsultants.com

Mr. Sutherland has 16 years of construction and management experience in the CEI field. During his career, he has been exposed to a broad range of field operations and situations, and has worked on several major expressway and urban development projects with various and increasing levels of responsibility. Mr. Sutherland worked as an FDOT Project Manager in District Two, where he was responsible for construction contracts compliance, public information concerns, and material specifications compliance on numerous projects. He has since served as Senior Project Engineer on multiple resurfacing, restoration and rehabilitation (RRR) roadway widening and bridge construction projects that involved extensive Joint Project Agreement (JPA) utility relocations, including JEA water and wastewater construction.

EDUCATION: MBA, Business Administration, 2009, University of Florida; BS, Civil, Environmental, and Infrastructure Engineering, 2006, George Mason University; **LICENSES/REGISTRATIONS:** Professional Engineer (PE): FL – 2011, #72918

Sylvester Asiamah, PE



Senior Engineering Manager

s.asiamah@gaiconsultants.com

Mr. Asiamah specializes in highways and transportation infrastructure projects' development—ranging from preliminary engineering studies, planning, and concept development to final plan designs, specifications, project probable cost estimates, and post-design services. His 27 years of experience includes signalization, signing and pavement marking, roadway design, traffic control planning, drainage/stormwater management facilities design, and traffic studies.

In his 20 years at GAI, Mr. Asiamah has worked with clients, such as the Florida Department of Transportation (FDOT), as well as various city public works departments, municipalities, and private entities in Florida. He has served in many roles, including Project Manager, Engineer-of-Record (EOR), and Project Engineer.

EDUCATION: MBA, 2008, University of North Florida; MS, Civil Engineering, 2001, University of Florida; BS, Civil Engineering, 1994, University of Science and Technology in Ghana; **LICENSES/REGISTRATIONS:** Professional Engineer (PE): FL – 2003, #59249; GA – 2012, #PE037210; NC – 2012, #039368



Joseph Lek, PSM, PLS

Survey Manager

j.lek@gaiconsultants.com

Mr. Lek specializes in surveying and mapping. He has extensive experience working on high-value and complex projects, and performs all types of surveys: as-builts, aerial, American Land Title Association (ALTA), boundary, bridge, condominiums, construction, Department of Environmental Protection (DEP), GPS, legal, lot, right-of-way (ROW), route, subdivision, tree, topographic, utility, volume, and wetland. Mr. Lek is an experienced surveyor and is thoroughly familiar with the standards and procedures for providing surveys in Florida.

EDUCATION: BS, Survey and Mapping, 1994, University of Florida, College of Engineering; **LICENSES/REGISTRATIONS:** Professional Surveyor and Mapper (PSM): FL – 2000, #LS6016; Professional Land Surveyor (PLS): OH – 2012, #PS.8580; SC – 2013, #31202; **CERTIFICATIONS:** Occupational Health and Safety Administration (OSHA) Hazardous Materials Certified



Greg Kolb, PE

Senior Project Manager

g.kolb@gaiconsultants.com

Mr. Kolb is a Senior Project Manager within GAI's Orlando, Florida, Water Group. He manages projects in water supply, treatment, and distribution; wastewater collection, treatment, and effluent disposal; and reclaimed water management. Mr. Kolb has held increasingly challenging roles on various types of water projects—ultimately overseeing tasks such as master planning, studies, permitting, public involvement, preliminary design, final design, and construction phase services. Prior to moving to Orlando, Mr. Kolb served as a Resident Engineer in the Atlanta area, where he managed water and wastewater treatment construction projects ranging in value from $1.7 million to $55 million. In recent years, he has served in Program Manager and District Engineer roles providing utility management services to Central Florida clients; presently, Mr. Kolb continues to deliver Engineer-of-Record (EOR) and project management responsibilities for unique and challenging water and wastewater projects.

EDUCATION: MS, Civil Engineering, 2006, Georgia Institute of Technology; BS, Civil Engineering, 2000, Georgia Institute of Technology; **LICENSES/ REGISTRATIONS:** Professional Engineer: FL –2007, #65759; NCEES – 2006, #29775

D.J. Silverberg, MS, SR. PWS, GTA



Environmental Manager

d.silverberg@gaiconsultants.com

Mr. Silverberg, a Professional Wetland Scientist since 1995, has been conducting ecological consulting studies since 1987. He has performed preliminary land use assessments, wetland delineations, and listed species evaluations for over 900 sites throughout Florida; as well as wetland jurisdictional delineations for various local, state, and federal regulatory programs. He prepares permit applications for all levels of the U.S. Army Corps of Engineers Permit Program, the Florida Department of Environmental Protection, and various Florida Water Management District Environmental Resource Permit programs.

Mr. Silverberg specializes in client and regulatory agency interaction, technical writing, wetland delineation, plant identification, and project management. He provided technical review and guidance to the National Aeronautics and Space Administration (NASA) and Kennedy Space Center contractors regarding compliance with state and federal wetland and protected species regulatory programs. He has also identified and mapped plant communities, including seagrasses, through photointerpretation and field investigation. Notably, Mr. Silverberg conducted habitat mapping analysis and prepared a restoration plan for the Indian Trails Water Control District in Palm Beach County, Florida; and designed and supervised implementation of a 557-acre wetland creation, restoration, and enhancement project in the upper St. Johns River floodplain west of Melbourne, Florida.

EDUCATION: MS, Biological Sciences (Ecology), 1988, Florida Institute of Technology; BS, Biological Sciences (Marine), 1985, Florida Institute of Technology; **REGISTRATIONS:** Senior Professional Wetland Scientist (Sr. PWS): #000272; Environmental Professionals of Florida: Registered Environmental Professional (REP): #239; Authorized Gopher Tortoise Agent (GTA), Florida Fish & Wildlife Conservation Commission, #GTA 09-00004-G, March 2009; Skills: Ecology and Biology, Wetland Delineation, Land Use Assessments; **CERTIFICATIONS / TRAINING**: 10-Hour OSHA Outreach Training for the Construction Industry



Jason Jensen, AIA, LEED AP

Principal-in-Charge | WJA

jason@wjarc.com | 727.822.5566

Jason Jensen, AIA, LEED AP, joined the firm in 2002. After gaining experience in New York City, he returned to St. Petersburg with a goal to innovate architecture for this generation throughout Florida. Throughout his career, Jason has worked on a range of project types, styles, scales, and budgets. His work is highly awarded by various entities and recognized by a long roster of international media. His thorough approach focuses on respecting the space and its intended use, relating the building to its site, and adding value with purposeful, thoughtful, memorable designs. Jason manages processes and communications to translate visions and desires of clients into cohesive designs and master plans.

Jason has established himself as a leader in Florida recreation design and has been a speaker at numerous Florida Recreation and Parks Association(FRPA) conferences. A University of Florida graduate, Jason remains active with the UF School of Architecture as a guest critic and lecturer. He also has been a guest critic/lecturer at the University of South Florida, Pratt University, Urban Land Institute, and Green Building Council.

EDUCATION: Masters of Architecture, University of Florida, 2001 **REGISTRATION:** AR94244, NCARB #48738, LEED AP,

Harold Somarriba



Principal/Manager | WJA

harold@wjarc.com | 727.822.5566

Harold has extensive project management experience that includes multifamily residential and municipal work in South and Central Florida. As project manager he works closely with local building department authorities, owners, and contractors to ensure that project goals and design objectives are accomplished and maintained during the different phases of the build process. Since joining Wannemacher Jensen Architects, Harold has managed many significant projects including City of Doral's largest park and recreational center and Madeira Beach's Municipal Complex. He has also spent several years in the construction field as a construction administrator working closely with contractors and owners on day to day construction services. Thisexperience both in and out of the office has allowed him to contribute effectively to projects at a variety of scales, budgets and specialties.

EDUCATION: Masters of Architecture, University of Florida, 2001



Dennis Chech

Senior Supperintendent | WJC

With over 30 years of industry experience, Dennis has completed countless projects of varying size and scope throughout southern United States. Prior to joining WJCreate, Dennis had served in nearly every role of the construction process from Estimating and Project Management to Jobsite supervision and Quality Control. Dennis is extremely detail-oriented and carefully monitors all project activities to assure safety and security standards are maintained, quality workmanship is at the highest level and all project specifications are being followed. Dennis's unique skill set and diverse experience provides him with a solid foundation of knowledge for the entire construction process which enhances day-to-day operations, coordination, and quality control.

REGISTRATION/AFFILIATIONS: OSHA 30

We Are a Comprehensive Practice

GAI Consultants, Inc. is ideally positioned to meet the needs of the City of Zephyrhills across all three of the Scope categories. Our Orlando practice is comprehensive across the disciplines of Civil Engineering, Transportation, Construction Inspection, Environmental Services, Planning, Economics, and Landscape Architecture. We have the specific discipline leaders to address a wide range of assignments, along with a collaborative practice to assemble integrated teams capable of managing and delivering cross-discipline projects and complex City of Zephyrhills initiatives.

Our Integrated Practice Comprises High-Caliber Disciplines

Each of our specific professional disciplines is highly accomplished at all phases of project delivery. We work Planning to Policy, Concept to Construction. We cover all the bases.



Civil Engineering: Our civil engineering practice includes all civil engineering, roadway, stormwater, and utilities services necessary to bring plans and permits to life. The stormwater management professionals at GAI design ponds, and water channels, keeping them operational our clients advance their development projects. We manage drainage and run-off in compliance with watershed rules for stormwater systems. The civil engineering is point for leadership of multifaceted projects making sure they are managed to schedule and budget.



Transportation: GAI's widely respected highway, roadway, bridge, and traffic engineers deliver award-winning projects to local, state, and federal agencies. Seasoned engineers and designers develop plans, specs, and reports based on creative solutions that meet the specific needs of each project— solutions that save clients valuable time and money.



Construction Engineering Inspection: GAI monitors the daily activities and materials that are critical to Construction Engineering Inspection (CEI) projects with exceptional client service, high-level of construction integrity, and a successful project delivery in mind. From rural RRR projects to complex urban interchanges, our staff of CEI management and inspection staff have the experience and expertise to address all our clients' construction challenges.



Environmental: Our stormwater, civil engineering, and transportation practices are supplemented by our environmental permitting specialists, experienced in all areas of permitting and certification. They also develop implementation plans for restoration and renewal of natural systems.



Planning, Economics and Landscape: GAI's Community Solutions Group (a GAI Service Group specialty discipline) is a unique team of landscape architects, urban designers, land use planners, public finance and economic development specialists, and public administrators who capture the full dimensions of strategy and solution. Committed to positioning communities for a sustainable future, we are recognized for delivering insightful, thorough, and technically sophisticated solutions.

*Firm - **Prime***
GAI Consultants, Inc.
+ GAI's Community Solutions Group

Services to be Provided

- *Airport Planning, Design Engineering, and Construction Services*
- *Bridge and Structure Inspection and Design*
- *Civil Engineering*
- *Construction Inspection and Management*
- *Cultural Resources Management*
- *Economic Analyses and Strategies*
- *Electric Transmission Design and Siting*
- *Environmental Engineering*
- *Environmental Studies, Species Studies, Permitting*
- *Gas Pipeline Surveying and Mapping*
- *Geographic Information Systems*
- *Geotechnical Engineering and Geology*
- *Impoundment and Landfill Permitting and Design*
- *Land Development Engineering*
- *Landscape Architecture and Design*
- *Master Planning and Urban Design*
- *Mechanical, Electrical, Structural Engineering*
- *Natural Gas Federal Energy Regulatory Commission Certification and Permitting*
- *Right of Way and Appraisal Support*
- *Land Surveying and Mapping*
- *Transportation Planning and Design*
- *Utility Management Consulting*
- *Water, Stormwater, Wastewater Management*

*Firm - **Subconsultants***
Wannemacher Jensen Architects, Inc.
WJCreate

Services to be Provided
Architecture
Construction Management





PROJECT UNDERSTANDING AND PROPOSED APPROACH

Project Understanding Starts With Careful Listening to Define the Project

GAI will meet with the City to review the assigned project, as well as the opportunities and challenges relative to the various options (associated costs, permitting implementation requirements, and maintenance constraints). GAI will use this pre-service meeting with the City and selected stakeholders to record the overall vision, goals, and concerns within the City. Typically, the following items prove to be most important to take into consideration:

- Development of a Scope of Services/Work Plan that captures the City's vision and provides a foundation in order to fully implement the project while staying within the City's operating budget
- Protecting the health, safety, and welfare of the City's residents
- Protecting and improving the City's resources
- Protecting public and private property
- Protecting and restoring local ecology
- Planning wise and strategic investments within the project limits

GAI understands that the ability to execute successful projects is based on factors such as cost control, work quality, and adherence to schedules. GAI is committed to helping achieve project schedules for the City, including making appropriate staff available to expedite projects, while controlling costs.

GAI's typical project management approach begins with a detailed scoping meeting with the City's key stakeholders. The intent of this scoping meeting is to clearly define the City's objectives and expectations, and develop a clear path forward to deliver the project in a manner that meets or exceeds those expectations. Once a scope is established, GAI's Project Manager will prepare a Project Management Plan to serve as a roadmap for the project.

Project Approach

Our approach to a project is specific to the type of project at hand. GAI has developed a tailored, proven approach to Design, Study, and Construction Service assignments.

GAI's Project Delivery System, a network of processes and procedures, defines the means and methods for efficiently and effectively executing projects. Delivering professional services to our clients on a continuing and consistent basis is the "GAI Way."

By organizing and presenting processes and procedures in a manner that follows the flow of work through the project life cycle, GAI staff can easily locate and use documents they need for project execution. The system is designed to be flexible enough to facilitate the variety of project types and markets that GAI supports.

GAI's Project Delivery System provides quality assurance/quality control functions and incorporates best management practices that promote continuous improvement. Our Project Delivery System is a dynamic, living system, which will grow and change as GAI continues to grow and change.

After the scope is defined and the task assignment has been kicked off, GAI will continue to collect the site specific resources needed to prepare for design. Our staff will coordinate closely with the various City Departments, utility providers, and regulatory agencies to identify opportunities, limitations, and potential conflicts. These resources will be considered as we move into preliminary design. Our goal in preliminary design is to further explore the project limitations, and identify potential cost items. This information is presented to the client in a design review prior to continuation of the design. Depending on the size and scope of the project we will include an interim check at 60% completion, with City review incorporated prior to 90% plans. Permitting will take place during the design phase with applications submitted at times correlating to the project schedule. GAI has developed relationships with the agencies in and around St. Cloud and will work with the reviewers to maintain the City's vision for the project while obtaining permits. As the permits are issued, we are generally at 100% plans completion and ready for bid. We are available to support the City in the bid process with technical documents, forms, and timely responses to bidder questions and requests for substitutions. Upon award to the contractor, GAI has staff available to provide construction phase support. These services will be tailored to project specific needs. Our Engineers are well-versed in construction

observation and services including submittal review, response to contractor questions, generation of punch lists, and completion of agency certifications. We also have Construction, Engineering & Inspection (CEI) team if requested. The CEI group at GAI has inspected miles of roadway and trails across many jurisdictions and will adjust their template to the criteria specified by the City.

Adequacy and Availability of Resources to Deliver Services

The GAI team is committed to providing high-quality, timely completion of work to the City of Zephyrhills. Our Project Manager will remain actively aware of manpower requirements, while remaining focused on the client and project needs. GAI's proposed team is highly capable of delivering services in all areas of expertise outlined by the City in the RFQ.

Our depth of staff and organizational structure allows us to:

- Have adequate coverage while leaders are out of the office.
- Maintain clear communication with our clients at all times—in terms of whom to contact for information.

Our team will work with the City to properly staff each project assignment to meet technical expectations and align with the City's project budget. Each of our proposed team members was selected for inclusion on our organizational chart based on their years of experience, past performance on similar projects,proximity to the City, and overall workload and availability to serve the City throughout the duration of the contract.

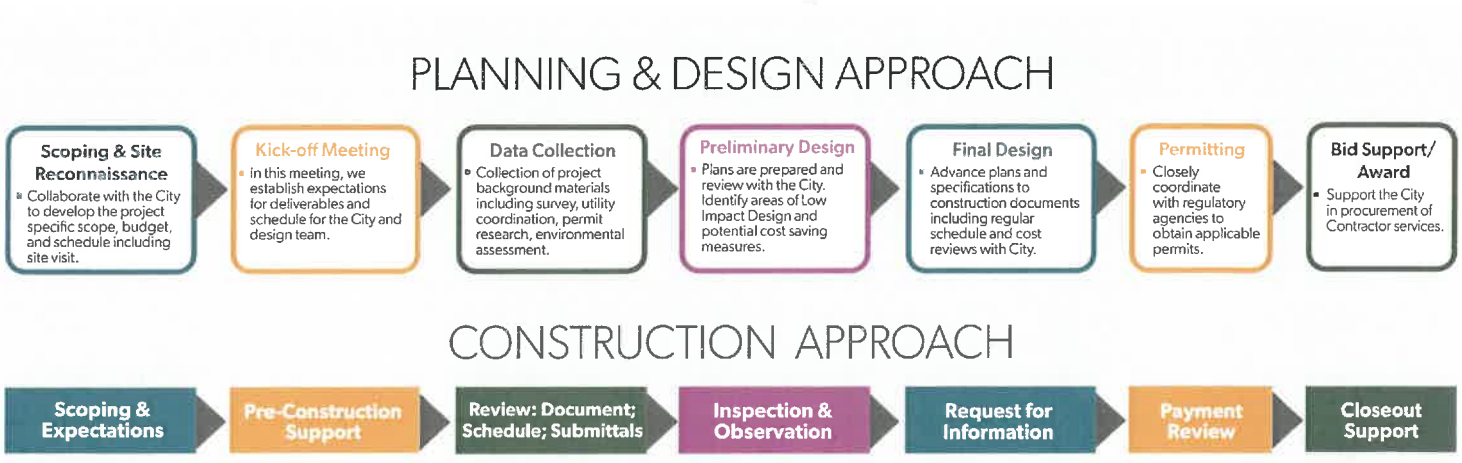
As a multidiscipline firm, GAI has projects that are currently or scheduled to be in process. Our project backlog is stable, and we have the depth of team members who are available and committed to the City of Zephyrhills. Our Project Manager and key support staff are currently committed to and will remain committed to the City's projects. Furthermore, we understand that additional needs may arise on any given project. GAI's Orlando office is home to individuals specializing in community solutions, parks, landscape architecture, planning, construction engineering inspection, transportation, water/wastewater utilities, and numerous other disciplines that may be of value to the City. We will make available any or all of these resources as they pertain to the City's needs on a given project.

At GAI, we have procedures and technological systems in place that set up our team, and our clients for success. We will provide and maintain the workflow processes and infrastructure systems to deliver success to the City of Zephyrhills. GAI has a system in place that monitors schedule, budget and quality control, and incorporates best practices that promote continuous improvement. This allows our project managers to actively be aware of the project budget, schedule and manpower, while remaining focused on the project and client. Our project managers are directly involved in each project from start to finish, which includes project design, schedule, finances, and most importantly, client communication!

In addition to technical/manpower resources, GAI has access to all the business tools, field equipment, supplies, and resources needed to execute the anticipated projects.

Project Implementation Schedule

GAI is prepared to leverage our established Project Management Tools to meet the project scheduling



needs of the City of Zephyrhills. With our team's working experience, available manpower, innovative ideas, and open communication, we believe our team is ideal to deliver tasks on time and in budget. Our Project Manager will personally make herself available to meet the project needs of the City, and will quickly respond to project needs and challenges as they arise.

As we develop the project work plan in the early stages of an assignment, we will establish a preliminary project schedule with the guidance of City staff. Upon approval of the task order, we will re-check the schedule and establish a clear, agreed-upon schedule with project kickoff. Each project schedule will be established in Microsoft Project or similar program, or as desired by the City.

Throughout each project, maintenance of the schedule is critical to the project's success. This effort will be overseen by **Laura Smith, MPA** , and will be routinely monitored, checked, and discussed with City staff. In our experience, changes to the schedule often occur based on unforeseen impacts; however, early identification to potential delays in the schedule, along with early/frequent communication and a plan to adjust the schedule, while maintaining the critical path, will ensure the overall project's success and timely delivery.

Specific to each project, we will establish key project needs, milestones, and critical paths in the project schedule. This typically includes preliminary design, final design, permitting, procurement/bidding, and construction. Additional specialty items may include time for public outreach, funding, owner direct purchase, and specific meetings. A schedule will be specific to each project, and will be a guiding tool for GAI and City staff.

Quality Control

Quality is a GAI hallmark—something we believe is evidenced by our more than 80% repeat client rate. An effective quality assurance/quality control program must not only control the quality of documents, but also control budgets, schedules, construction, and, most importantly, communication. At each design team meeting, the progress of the work completed to date will be reviewed, and the City will be apprised of the progress.

The GAI team maintains a well-defined quality assurance/quality control program that includes a thorough review of design documents by an experienced professional who is not involved in the day-to-day design of the project. Our quality assurance/quality control specialist will review any and all deliverables, or take the lead in identifying the proper technical reviewer for a given project or specific assignment. The intent of this quality assurance/quality control program is to eliminate design errors or omissions, and to produce cost-effective and complete designs for GAI's clients. While GAI's quality assurance/quality control program is implemented "in-house," GAI will also be coordinating with, and monitoring, the quality assurance/quality control programs of our subconsultants.

GAI believes in the value of utilizing a quality assurance/quality control program from the start of the project, and all the way through the design process. Identification of potential issues prior to the start of the design process will ensure that most design challenges are resolved through the normal design process, leaving time and effort to deal with any unanticipated challenges. GAI is committed to providing high-quality products and services to our clients, and it is our intention to maintain the workflow processes and infrastructure systems that support this commitment.

Innovative Concepts



In a City that places high value on smart planning, project aesthetics, community development and redevelopment, and overall quality of life for its residents, it is imperative that all new projects and redevelopment projects not only adhere to regulations and design requirements, but also to the City's overall vision.

Wherever possible, we strive to incorporate forward thinking ideas that turn an otherwise typical development-driven or regulatory-required project into an asset for the City and the community.

Our completed Victory Pointe Park project ***(see Section Similar Projects)*** for the City of Clermont re-envisioned

the standard stormwater pond approach by creating a community amenity that provides recreation, a wildlife habitat, and a signature address for adjacent future development. The park receives stormwater from a significant portion of the downtown streets, and includes a series of cascading filter marsh treatment areas designed to reference native Florida environments—just part of a series of innovative stormwater strategies being developed to help improve water quality within Lake Minneola and expand development opportunities downtown.

GAI teams with our clients to implement Low Impact Design (LID) where possible. In the Packing District, the roadways, new and existing, have been designed to include stormwater planters. These features are designed to remove nutrients from the stormwater and improve the water quality that eventually discharges to the Wekiva River system. The Packing District Complete Streets ***(see Section Similar Projects)*** also featured a "road diet" on SR 438, reducing from 6 lanes to 4 lanes, and allowing for a dedicated off-street bike lane. Whether you are looking for creative ways to meet project budgets or to improve the environment, GAI has staff that will explore opportunities to provide solutions.

Victory Pointe Park | City of Clermont

A tiered stormwater system disguised as an amenity providing treatment prior to discharge in Lake Minneola.



Packing District Complete Streets | Dr. Phillips, Inc.

Unique Low Impact Design in a built environment with rain gardens and added green spaces.





NEPTUNE ROAD WIDENING

OSCEOLA COUNTY, FLORIDA

GAI provided design and engineering services to Osceola County, Florida for the widening of Neptune Road from Partin Settlement Road to US 192. Neptune Road is an important throughway connecting St. Cloud and downtown Kissimmee; this 3.9-mile improvement project completed the corridor while addressing capacity and safety issues.

Scope elements include roadway design, drainage design, environmental permitting, utility coordination, structures design, traffic operations (signing, signals and lighting), maintenance of traffic (MOT) plans, and landscape architecture. Services also include minor survey updates, preparation of right-of-way (ROW) maps, geotechnical investigations, and public involvement.

CLIENT
Osceola County

CONTACT
Todd Hudson, PE
Transportation Engineer
407.742.0660
todd.hudson@osceola.org

PROJECT START AND COMPLETION DATES
2019 – 2021 (Professional Services)







PACKING DISTRICT COMPLETE STREETS

ORLANDO, FLORIDA

Building on the city's commitment to improving neighborhood infrastructure, the City of Orlando, in conjunction with Dr. Phillips Charities, Inc., selected GAI to design the reconstruction of a 1-mile segment of Princeton Street (SR 438) from John Young Parkway (SR 423) to Orange Blossom Trail (US 441).

The existing roadway has six lanes (three in each direction) separated by a two-way, left-turn lane or a turn lane with a narrow median. The design improvements reduce the roadway to four lanes, while incorporating a raised median, on-street parking, 6-ft-wide sidewalks, and 10-ft separated bicycle lanes. This project is part of the larger Packing District development, which transforms an existing commercial and industrial site into a mixed-use, urban destination that incorporates "Complete Streets" concepts—resulting in a more walkable community with safer access for all modes of travel.

GAI's scope of services included demolition of the existing roadway infrastructure; as well as the design of the new roadway consisting of new asphalt pavement, concrete curbing, stormwater infrastructure, concrete sidewalks, landscaping, lighting, traffic signal improvements, and signage. The project required close coordination with the City of Orlando, FDOT District Five, the Florida Department of Environmental Protection, and the St. Johns River Water Management District (SJRWMD). GAI also provided landscape architecture services for all design stages from concept to construction documentation, which incorporated low impact design (LID) features such as stormwater planters. Services included planned unit development (PUD) document details for typical cross sections and hardscape landscape details, streetscape concepts, schematics, design development, permitting, and construction documents.

CLIENT

Dr. Phillips, Inc. / City of Orlando

CONTACT

Shane Taylor
Construction Manager
407.422.6106
staylor@drphillips.org

PROJECT START AND COMPLETION DATES

Design 2019 – 2020







S.R.200/A1A CORRIDOR MASTER PLAN

NASSAU COUNTY, FLORIDA

GAI led Nassau County through a two-year intensive planning effort to re-imagine the main corridor connecting one of the fastest growing communities in the state. Most of this growth will happen along the SR200/A1A Corridor where a burgeoning suburban strip development pattern has taken root over the last three decades. The Corridor Master Plan guides these new growth patterns that provide greater access to employment, housing, and commercial amenities for area residents in a manner that preserves natural habitat, mitigates for traffic congestion, establishes efficient land use patterns, encourages health and wellness, and facilitates a livable and sustainable community.

The Corridor is both the consequence and cause of a car-oriented, sprawling development pattern. Its many wide lanes, strip commercial land uses, and non-existent bike and transit infrastructure induce demand for automobile use rendering the option to walk or bike as impractical and unsafe. The community sought to create a more livable corridor that serves residents and visitors while also supporting movement and connectivity to schools, employment, daily needs and recreation—among many other activities—that are essential to creating vibrant and healthy places in this part of the County.

Our team led the community through an in-depth analysis of history, culture, growth trends, land uses, economic development, visual quality, and environmental impacts to understand how the corridor evolved. Community engagement revealed that people living in this part of the County-young and elder, working and retired-share a desire for a safe, comfortable, and beautiful corridor that connects them to the places they seek to access. We built on this desire to define five priorities for new growth and investment in the corridor – Nurture Nature, Grow Sustainably, Connect Communities, Catalyze Culture, and Future Proof.

The priorities are reflected in a series of Targeted Actions that describe key activities and investments the County could undertake. Chief among these actions are several catalytic development projects on County-owned surplus property. These development projects have the potential to change the trajectory of growth along the corridor. Our work created conceptual plans for three public sites and demonstrated their feasibility through pro-forma analysis.

The Corridor Master Plan was adopted in December 2021 and work has begun on implementation of a transect-based land development code as outlined in the plan. Development plans for public sites are currently under evaluation. New development in the corridor is now subject to the plan's guidance.

CLIENT

Nassau County, Florida

CONTACT

Thad Crowe, AICP
Planning Director
904.530.6300
tcrowe@nassaucountyfl.com

PROJECT START AND COMPLETION DATES

2019 – 2021



LAKE LORNA DOONE PARK

ORLANDO, FLORIDA

GAI provided design, contract documents, and construction observation services for this historic park in downtown Orlando, located directly adjacent to the Citrus Bowl. The location of the first integrated Little League baseball game to be played in the South, Lorna Doone is a complete renovation of all of the park's facilities, including play fields, interactive play fountain, playgrounds, community garden, pavilions, lake overlooks and docks, restroom, and other amenities. Estimated at $8 million, and partially funded by the National Football League (NFL) resulting from the 2017 Pro Bowl held at the stadium.

This site included a significant amount of existing infrastructure; project phasing was critical to meet City commitments tied to tourist-driven events; and lastly tree protection was vital to the project's success. GAI found solutions that involved close coordination with the City as well as the contractor to minimize impacts to services and accommodate existing infrastructure.

GAI's professional services included site/civil engineering, landscape architecture, architecture and associated building engineering, structural engineering, electrical engineering, fountain design, irrigation, environmental services, permitting coordination, and construction observation.

CLIENT

City of Orlando

Florida Citrus Sports

CONTACT

Steve Hogan, CEO
Florida Citrus Sports Events
407.423.2476
shogan@fcsports.com

PROJECT START AND COMPLETION DATES

2016 – 2020







WOLF BRANCH INNOVATION DISTRICT MASTER PLAN

LAKE COUNTY, MOUNT DORA, FLORIDA

GAI's community solutions group prepared a master plan and design guidelines for the Wolf Branch Innovation District (WBID) in Lake County. The WBID was born from a collaboration between the City of Mount Dora and Lake County governments to establish a mixed-use employment center of regional importance in Central Florida. The Master Plan was developed as the Wekiva Parkway segment of the perimeter expressway system encircling metro Orlando, which includes the WBID, neared completion. In order to be prepared for the inevitable private investment response to these mobility improvements, the two governments commissioned the implementation plan and design standards to ensure the necessary regulatory structure was in place to guide the creation of a high-quality physical, economic, and social place. As part of the design standards, CSG developed a new zoning category with standards calibrated to the varied existing developments and desired characteristics for future properties within the WBID. The standards are the same throughout the WBID, whether the property is in the City of Mount Dora or in unincorporated Lake County. The City of Mount Dora adopted the standards in 2021.

CLIENT

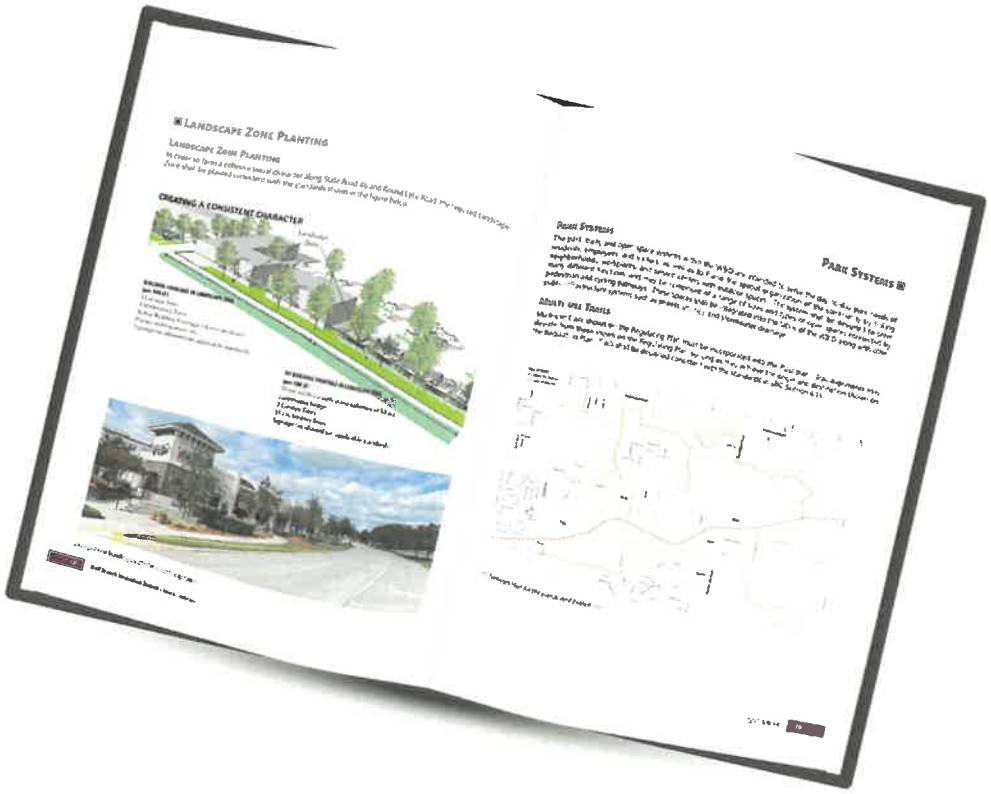
City of Mount Dora
Lake County, Florida

CONTACT

Vince Sandersfeld
Planning Director
352.735.7112
sandersfeldv@cityofmountdora.com

PROJECT START AND COMPLETION DATES

2019 – 2021



HEROES COMMUNITY PARK

ORLANDO, FLORIDA

GAI and Wharton Smith Construction were retained as a design-build team to create a new park within the Lake Nona neighborhood of Laureate Park.

Working with Tavistock and the City of Orlando staff, GAI created the master plan, contract documents, and provided construction phase services. Assisting was Rhodes+Brito Architects, designers of the restroom/concession building, along with VoltAir, providing site and athletic field lighting, and BASE Consultants for structural engineering. The City had a list of required program elements which GAI and Wharton worked diligently to provide all within the stated budget of approximately $3 million.

Site work for the park included grading, drainage conveyance systems, surface parking, sidewalks, trails, and sanitary sewer and water utility services. In an effort to keep the project within budget, the site was carefully graded to avoid import of fill material. The design also included a mix of open drainage and piping as a solution to maintain the budget.

CLIENT

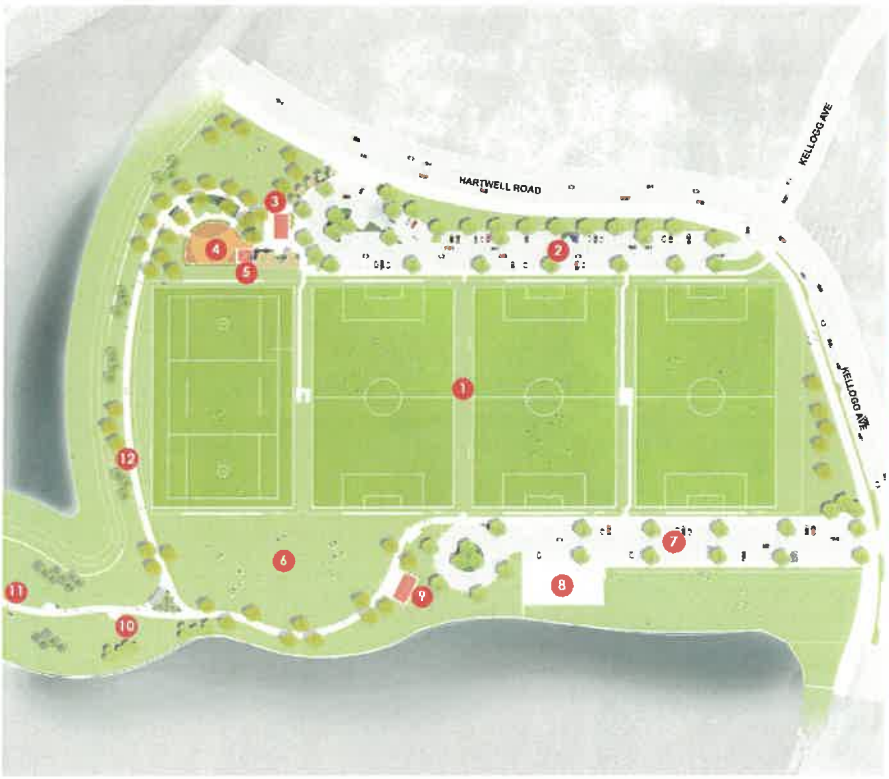
Lake Nona Land Company, LLC / City of Orlando

CONTACT

Denise J. Riccio, RLA
FPR Planner and Grants Manager
City of Orlando Families, Parks & Recreation Department
407.246.4249
denise.riccio@cityoforlando.net

PROJECT START AND COMPLETION DATES

2017 – 2019







SR 50 FROM 429 TO GOOD HOMES ROAD

OCOEE, FLORIDA

GAI provided CEI services for the City of Ocoee's SR 50 landscaping LAP project from SR 429 to Good Homes Road. The improvements were within the medians (FDOT right-of-way). GAI provided daily field inspection, oversight and quality assurance of installation of various species of native and non-native plants, irrigation, soil testing, mulching, and sod. Inspection and oversight include contractor's delivery and installation of 16 23-foot Medjool Date palms.

Project responsibilities include field safety reviews, ensuring contractors MOT compliance, tracking field quantity changes, daily work reports and field review and approval of monthly estimate quantities.

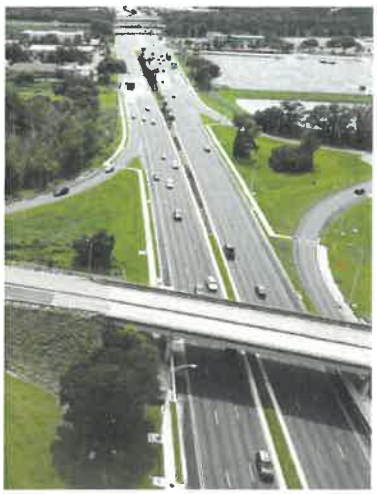
CLIENT
City of Ocoee

CONTACT
Ginger Corliss, AICP, CPRP
Project Manager
407.608.0401
vcorless@ocoee.org

PROJECT START AND COMPLETION DATES
March 2020 – July 2020







RIVERPLACE BOULEVARD COMPLETE STREET IMPROVEMENTS

JACKSONVILLE, FLORIDA

GAI was responsible for conceptual design exploration and public involvement prior to design in order to obtain a preferred concept for this 1.5-mile section of a major urban arterial artery leading into downtown Jacksonville. The final concept for reconstruction and "road diet" focused on the need to balance auto movement with increased bike/pedestrian safety. A "placemaking" approach supported emergent development, including residential, retail services, and a regional desire for increased access to the Riverwalk. The preferred concept included buffered bike lanes, increased sidewalks, safe crossings, narrowed vehicular lanes, and contemporary solutions to streetscape and urban stormwater drainage. JEA upgraded the existing water, sanitary sewer, and underground electrical facilities within the corridor. Reconstruction also included the addition of on-street parking and urban rain gardens.

GAI provided all engineering design as well as construction engineering inspection services.

CLIENT
City of Jacksonville

CONTACT
Guy Parola
Project Manager
904.630.3448
gparola@coj.net

PROJECT START AND COMPLETION DATES
2016 – 2019







AUSTIN-TINDALL SPORTS COMPLEX ECONOMIC AND FISCAL IMPACT ANALYSIS

OSCEOLA COUNTY, FLORIDA



CLIENT
Osceola County, Florida

CONTACT
Darren Gray,
Deputy County Manager
407.742.0336
darren.gray@osceola.org

PROJECT START AND COMPLETION DATES
March 2022 - April 2022

GAI's Community Solutions Group was retained by Osceola County, Florida, to serve as consultant for the preparation of an economic and fiscal impact analysis associated with the expansion of Austin-Tindall Park, one of central Florida's largest multi-purpose sports complexes. The expansion will add to the desirability of Osceola County as a destination and also enhance the quality of life for those living in the area. To date, the Park comprises ten multipurpose fields, a stadium, parking for about 1,700 cars, and various administrative or support facilities. Expansion plans contemplate the addition of ten multi-purpose fields, as well as areas dedicated to cross country running, paint ball and rowing via controlled lake access.

The work considered academic literature for background, theory, and findings; case studies of multi-purpose sports facilities and complexes; sports participation data for context; review of locally available tourism data for comparisons; and the application of an Impact Analysis and Planning (IMPLAN) model based on the summarized assumptions developed from our research and case studies.

GAI relied extensively on data that had been collected over the course of many years in several settings and adjusted any spending information to 2021 dollars to aid comparisons. The analysis also considered data from Orlando and Kissimmee specifically which, of course, have their own discrete spending characteristics because of the region's theme park influences. The reconciled case study data is illustrated in several tables within this report.

Finally, GAI prepared and discussed with staff the key activity and spending assumptions for use in the IMPLAN models. GAI expanded upon IMPLAN's measure of the latter by focusing on tourist taxes as well as several discrete classes of property taxes so this indicator of fiscal benefit would be much more specific to Osceola County. The analysis revealed, based on generalized data with local adjustments, suggest that there could be very significant economic and fiscal impacts as a result of the Austin Tindall Park expansion in Osceola County.

HIGH SPRINGS CRA STRATEGIC PLANNING

HIGH SPRINGS, FLORIDA

GAI's Community Solutions Group was retained by the City of High Springs Community Redevelopment Agency to serve as the consultant in assisting with a strategic update to the CRA's Community Redevelopment Plan. This plan included community visioning level work to explore opportunities of shared interest; descriptions of opportunities with written mission statements, planning diagrams and visual imagery; and then developed an implementation plan that identifies key initiatives, assigns priority and benchmarks order-of-magnitude budgets to update the CRA Plan. Services included: Economics + Strategy; Funding, CRA Strategic Planning; Market Analysis

CLIENT

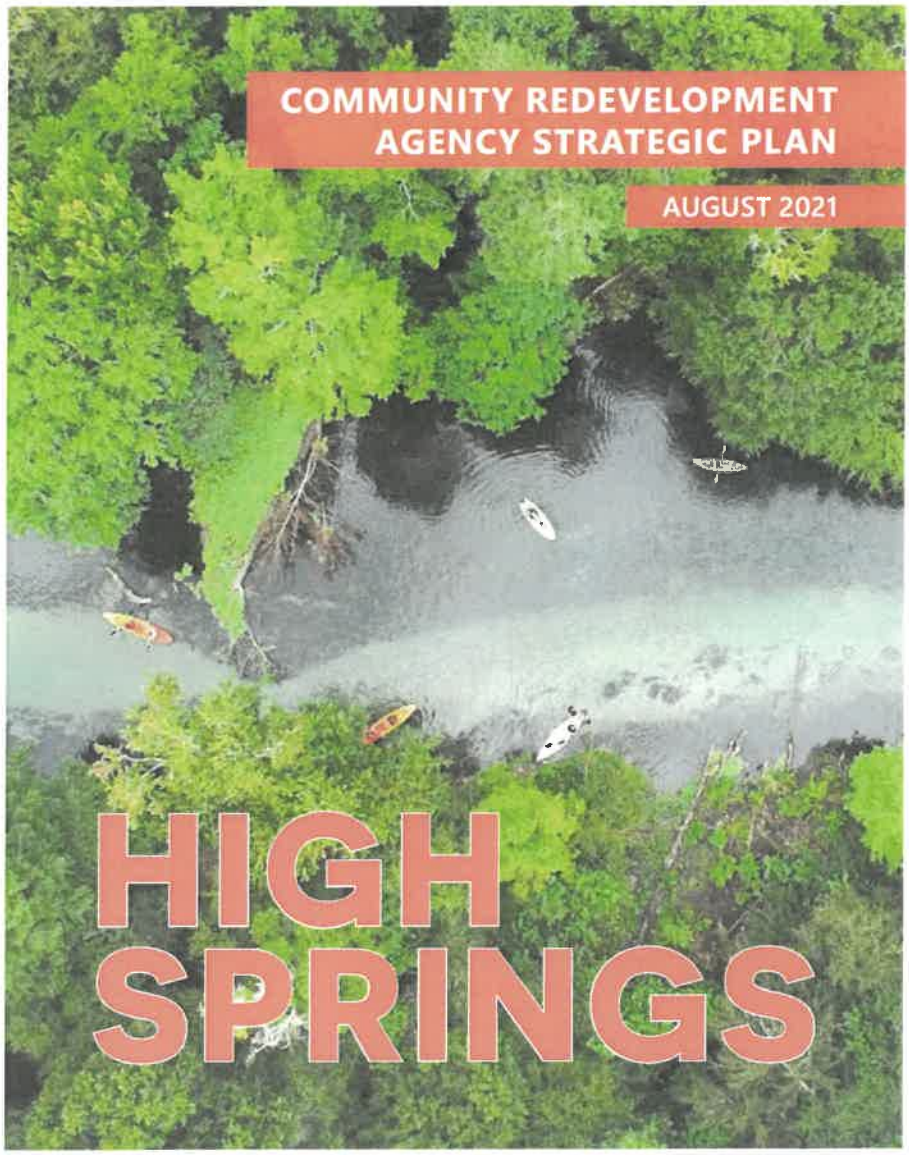
High Springs, Florida

CONTACT

David Sutton,
Community Redevelopment Agency Coordinator
386.454.6225
dsutton@highsprings.us

PROJECT START AND COMPLETION DATES

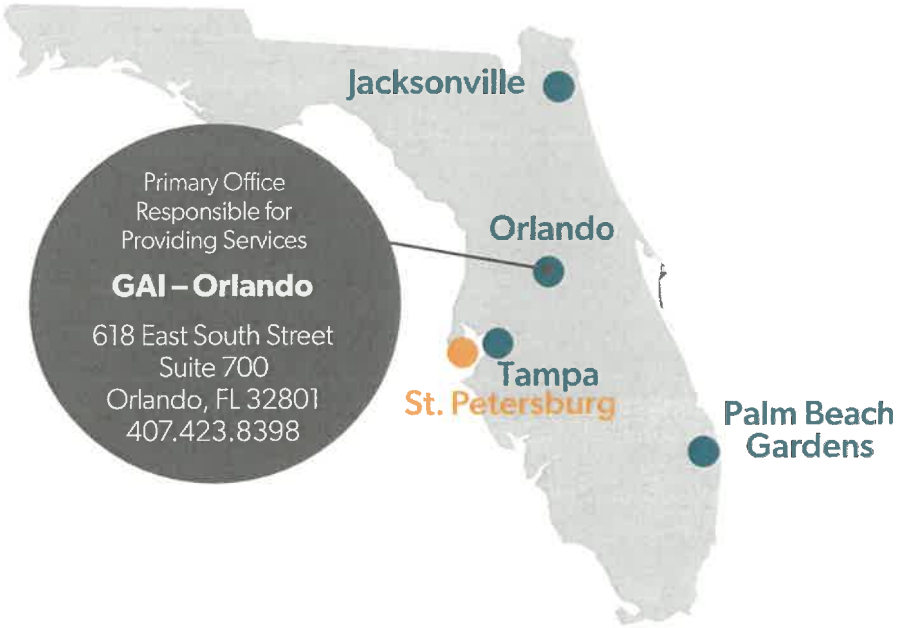
March 2021 - August 2021



EFFECT OF PROJECT TEAM LOCATION

GAI Consultants, Inc. (GAI) Our **Orlando office**—located less than 80 miles from the City of Zephyrhills—will serve as our main office through which all tasks be coordinated.

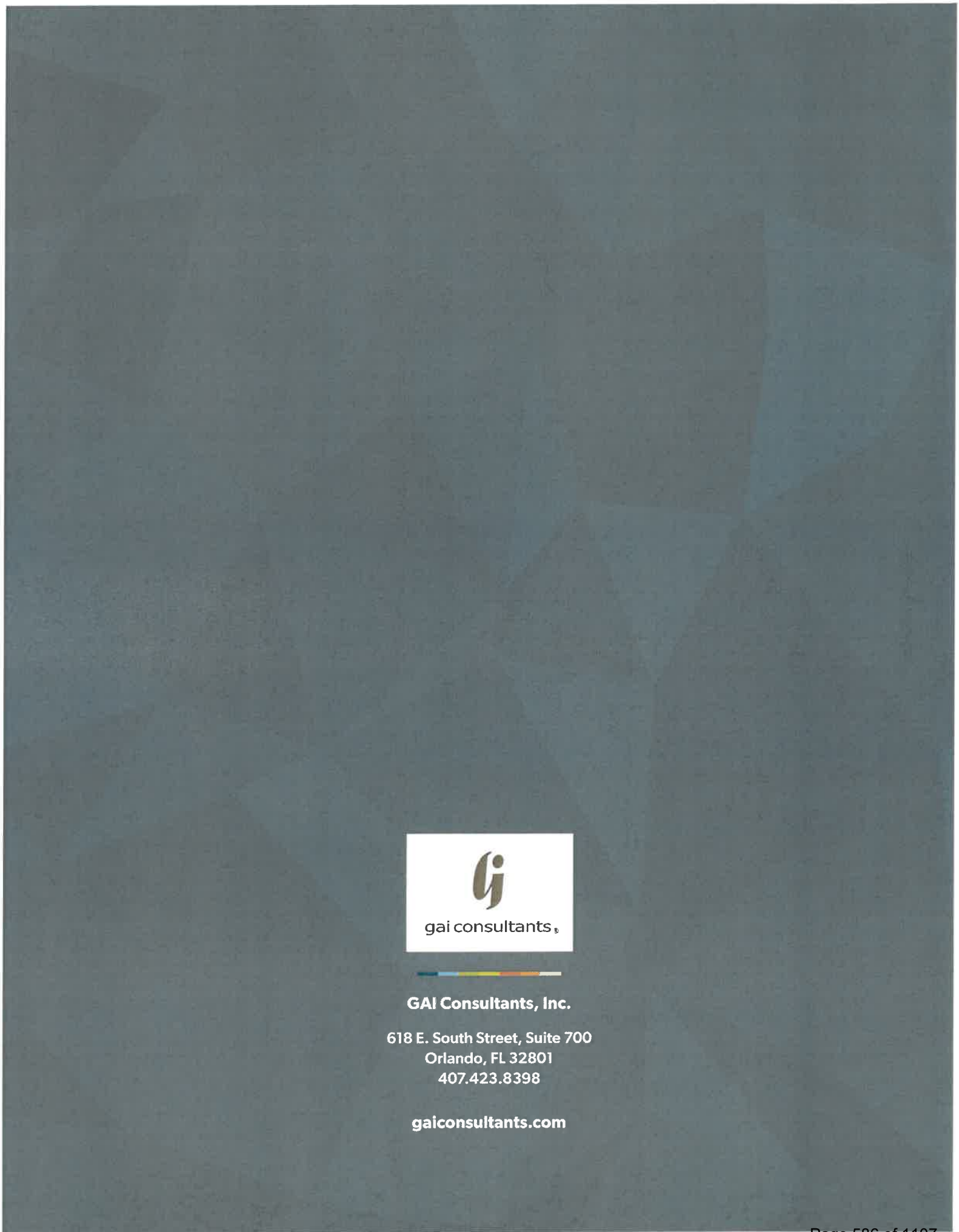
Wannamacher Jensen Architects (WJA), and WJCreate (WJC) Located in **St. Petersburg**, WJA's office is less than 80 miles from the City of Zephyrhills, Florida and all Architecture and Construction Administration task will be coordinated.



ADDITIONAL CONDITIONS

6.2 Equal Employement Opportunity.

The GAI Team duringthe performance of this Contract, the CM/GC agrees as follows: GAI/WJA/WJC 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. GAI/WJA/WJC has 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 employement practices, or procurement practices with respect to the work force of the firm, or procurement services in connection with these projects.



gai consultants

GAI Consultants, Inc.

618 E. South Street, Suite 700
Orlando, FL 32801
407.423.8398

gaiconsultants.com

HCP
Research | Strategy | Marketing

RFQ No. 35-22-05



City of Zephyrhills

Professional Services-City Wide for CRA, Planning, and Public Works

HCP Associates, Inc.
Joseph Garcia International Center
1101 Channelside Drive, Suite 301
Tampa, FL 33602

Senior Communications
Strategist/Managing Partner: Eric R. Polins
E-Mail: epolins@hcpassociates.com
Phone: 813-318-0565 Ext. 104



Prepared For

Karen Miller, Purchasing Agent
Purchasing Department
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

Prepared By

Eric R. Polins
Senior Communications Strategist/Managing Partner
HCP Associates

Joseph Garcia International Center
1101 Channelside Drive, Suite 301
Tampa, FL 33602



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We are a well-established, research-based marketing communications firm in the Tampa Bay region. We have an extensive history of researching the issues that impact our community and support dozens of major community-based initiatives.

SUBMIT RESPONSE TO:		REQUEST FOR QUALIFICATIONS
CITY OF ZEPHYRHILLS VIA: BIDNETDIRECT.COM CUST NUMBER: 800-835-4603 BETWEEN 8 A.M-8 P.M.		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	

PROPOSAL DOCUMENTS MAY BE OBTAINED AT

BIDNETDIRECT.COM

5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department

PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE	PROPOSAL RESPONSES OPENING DATE/TIME
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works	SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.

PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None

DATE: NONE SCHEDULED TIME:

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS: HCP Associates, Inc.
1101 Channelside Dr, Ste 301, Tampa, FL 33602

TELPHONE NUMBER: 818.318.0565

EMAIL ADDRESS: epolins@hcpassociates.com

If returning as a "NO" state reason:

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 Coompany 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 Zephyrills. 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: 36-4519722

X

AUTHORIZED SIGNATURE

Eric Polins, Managing Partner

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 26 day of September, 2022

Personally known: ☒ Or produced identification: ☐

Type of ID: _____

Dana Lynn Cronin Florida

Notary Signature State

My commission expires: 06/05/2025

AFFIX NOTARY STAMP BELOW

Notary Public State of Florida
Dana Lynn Cronin
My Commission HH 134152
Expires 06/05/2025

BONDS

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.

Cover Letter

RFQ No. 35-22-05

Professional Services-City Wide for CRA, Planning, and Public Works

Friday, October 7, 2022

Karen Miller, Purchasing Agent
Purchasing Department
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

Dear Ms. Miller,

We at HCP Associates would like to express our thanks for considering us for this RFQ. We are specifically providing our core competencies and capabilities for NIGP Category 918 (91876) for Marketing Consulting Services.

We feel our experienced firm has the knowledge and expertise to be uniquely qualified for this assignement. Over the past 36 years, HCP Associates has conducted community and brand-based research, including citizen sentiment surverys and leadership interviews. The recent roster of organizations include City of Tampa, Hillsbrough County, Sarasota County, Hernando County, Pinellas County, Westshore Alliance, Tampa Downtown Partneship, Visit Tampa Bay, Visit St. Pete/ Clearwater, HART, and the YCDC CRA; to mention a few. All of these organizations, municipalties and public/private partneships have been successfully monitoring the overall awareness and perceptions of all publics, while agenda setting desired objectives with the best traditional and digital marketing tactics.

We have numerous specalitiues identified in your scope of services that include but are not limited to: strategic planning, market research and analysis, economic imapact analysis, research analysis, community engagement, marketing, and digital communications.

You will find there are simply no other firms in our region that offers full-service branding and marketing development services with over three decades of quantitative and qualitative research experience with precise tactics and metrics to ensure accurate industry, citizen, and worker sentiment equity. Our research and marketing practitioners work with some of the most diverse organizations with very intricate traditional and digital reputation management issues, which we guide and maintain 24/7 to maintain critical levels for the best results possible.

We affirm that the contents of this submittal are true and accurate and that the requirements of this RFQ can and will be met. I am the primary individual authorized to represent and negotiate HCP's products and services, and in the event of my absence, HCP's Senior Business Strategist/Partner, Sean Coniglio, is also authorized to represent HCP on this contract.

Best regards,

Eric R. Polins
Senior Communications
Strategist/Managing Partner

City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works
RFQ DEADLINE: September 30, 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: 36-4519722

Required Documents:

- ☑ **Cover Page, Pg 1**
- ☑ **Applicant Firm Sheet, Pg 27**
- ☑ **SubConsultant/Contractor, Pg 29**
- ☑ **Public Entity Crimes, Pg 33**
- ☑ **Addenda Receipt Acknowledgement. Pg 35**
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- ☑ **Non Collusive, Pg 36**
- ☑ **Resumes & Organization Chart, Pg 23**
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- ☑ **References, Pg 30**
- ☑ **Error & Omissions, Pg 38**
- ☑ **Debarment, Pg 39**
- ☑ **RFQ Acceptance, Pg 40**
- ☑ **Business Tax Receipt and Licenses, etc**
- ☑ **Drug Free WorkPlace, Pg 31**

FIRM NAME: HCP Associates, Inc.

SUBMITTER'S NAME/TITLE: Eric Polins, Managing Partner

ADDRESS: 1101 Channelside Dr, Ste 301, Tampa, FL. 33602

TELEPHONE NUMBER 813.318.0565 FAX N/A

EMAIL ADDRESS epolins@hcpassociates.com

Firm Representative Signature: E.R. PL. Date 9/26/22

Notary or Corporate

HCP Associates, Inc. CORPORATE SEAL Est. 1986

PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS – 35-22-05
APPLICANT FIRM

Project Title: PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

APPLICANT FIRM NAME: HCP Associates, Inc.

ADDRESS: 1101 Channelside Drive
Suite 301, Tampa, FL 33602

TELEPHONE NUMBER: 813.318.0565

FAX NUMBER: N/A

CONTACT PERSON/TITLE: Eric Polins, Managing Partner

EMAIL ADDRESS: epolins@hcpassociates.com

ALT CONTACT PERSON/TITLE: Sean Conigio, Managing Partner

EMAIL ADDRESS: sconigio@hcpassociates.com

FEDERAL TAX ID NUMBER: 36-4519722

Type Ownership: S Corporation
Submittal for X Parent Company ___ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

_____

_____

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

Eric Polins, Managing Partner 813.318.0565 X104
Sean Conigio, Managing Partner 813.318.0565 x106

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

Tampa, Florida 9 employess

SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-05

SUBCONSULTANT/CONTRUCTION FIRMS: N/A

Firm Name and Address	Services to be Provided
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

Financial Responsibility

Bank of Tampa
601 Bayshore Blvd
Tampa, FL. 33603

813-872-1216

Contact – Sharon DeLong, SVP

QUALIFICATIONS AND EXPERIENCE OF PROPOSED PROJECT TEAM



For over 36 years, HCP Associates has helped hundreds of businesses and organizations build creative but fact-based solutions on a foundation of smart marketing and transparent communications.





The HCP Associates is an award-winning research-based marketing firm with a team of seasoned veterans in all three of our cannons of service:

Research
Our senior business strategist and partner Sean Coniglio works closely with HCP's Vice President of Research, Robert Allen. Sean has over 26 years of business experience with global/national/regional brands with an expertise in economic development with public/private parternships and how a brand should be positioning to interact with both city/county leadership and all publics they serve. Allen is an economist at heart, but has excelled in research tactics utilized in strategic planning and citizen sentiment. Both Coniglio and Allen are extremely well versed in understanding state and local government logistics and how each must be aligned, rationaled, and proven before strategic planning is implemented for any change within a small or large community.

Strategy
Depending on the scenario, HCP has utilized Coniglio, Allen and sometimes Eric Polins. Polins is a full partner with Coniglio for over 23 years at HCP and specializes in branding, positioning, design, marketing and public relations with a unique skill for information technology. Traditionaly the scope of a project guides the particular team at HCP. If there is a question of a brand, position, product or service possibly changing, Polins will be equally involved in a project to ensure the facts and figures drive the branding process and entire platform. This ensures a very accurate decision on the brand and position. This model can also justify a decision for senior leadership of a company or an entire community led by political constituents.

Marketing
There are dozens of tactics and services that fall under the broad umbrella of "Marketing". HCP Associates is the only research-based marketing firm in our region with a fully function in-house marketing department. Branding and positioning at HCP is led by Polins, but the rationale is provided by resaecrh through the strategic planning process with Coniglio and Allen.

Our Manager of Design Services, Rank Fowler, is a 25 year design veteran with exceptional skills in traditional print design, website development, and digital animation for social media envirtonments. Fowler works closely with Polins on all creative direction that is derived out of research-based strategic planning platforms to ensure very accurate positioning for all traditional and digital collateral. HCP's Manager of Client Services, Julie Sabolic, serves as a daily liaison for clients to ensure all of HCP's departments are in unison 24/7. Her communication, organizational skills and project management abilities are second to none. Sabolic has that "can do" attitude that every client desires and continues to over deliver to all.

These people that make HCP don't stop serving our cleints at the end of the day either; everyone on the HCP staff has a strong belief in giving back to the community by volunteering and/or serving on boards of non-profits that make a difference to all our lives as Floridians. These unique and very talented individuals make each and every second of the day count when time is of the essence. As the selection committee will see by their bios, HCP's team of professional and fulltime/in-house consultants is exacxtly what The City of Zephryhills needs for this project.

RESUMES

The HCP Team for this project is comprised of six professionals who have varying specialties:



Eric R. Polins

Senior Communications Strategist/Partner

Education: BA Journalism, Penn State University

Experience: 26+ Years

Affiliations

Leadership Florida, Graduate XXVIII

Leadership Tampa, Graduate 2005

The Tampa Theatre, Board of Directors

Gasparilla International Film Festival, Past President/Advisory Board Member

21 & Change, Board of Directors

Team Godwin Foundation, Board of Directors

Tampa Bay Defense Alliance, Volunteer.

Location
Polins is located full-time (on-site) at HCP Associates' corporate offices at The Joseph Garcia International Center, (Port Tampa Bay) 1101 Channelside Drive, Suite 301, Tampa, FL 33602.

Education
BA Journalism, The Pennsylvania State University, State College, PA

Military
Veteran, United States Marine Corps

Experience
Polins is the recipient of the Silver Medal by The American Advertising Federation for outstanding contributions to advertising and his active role in furthering the industry's standards, creative excellence, and responsibility in areas of social concern. He is an award-winning creative director, web developer, and graphic artist with an emphasis on branding and positioning both B2C and B2B industries. He has directly branded and positioned over 250 organizations, products and services in his career ranging from a dozen different vertical markets on a global, national, and regional scale. Polins is a seasoned consultant with expertise in guiding copyrights, trademarks, and patents with The United States Patent and Trademark Offices and was awarded his latest patent in 2018.

Polins is a Public Relations Practitioner with numerous awards from the Public Relations Society of America (PRSA) for reputation management, crisis management, community relations, and public affairs work. Polins was the lead consultant for a grassroots community outreach campaign that helped pass a countywide half penny school sales tax for Hillsborough County Public School improvements worth over one billion dollars, which earned HCP Associates the Mass Media Agency of the Year Award by The American Marketing Association. Polins is a founding partner of HCP Associates and has over 26 years of branding, marketing, and advertising experience with an emphasis on creative writing, public relations, broadcast/film production, and information technology.

Polins is an experienced spokesperson, broadcaster, producer, editor, technical writer, and journalist. Over his career, he has written hundreds of industry articles and press releases for global and national clients ranging from highly technical products and services to delicate social issues for local government and non-profits. His expertise in digital media, broadcast production, and storytelling have earned him national awards and peer recognition by dozens of the nation's best industry associations representing marketing and public relations professionals. Polins has strong media relations in Florida and understands the mission and goal of journalists, editors, publishers, and all practitioners in the regional/statewide mass media market. This unique combination of branding, communications, crisis management, and technology gives him a unique skill set in the local market. He has a strong ability to create local newsworthy content with a global perspective that aggressively promotes the Western Central regional counties and Florida to national and international media outlets. His availability for this project is 24/7.

Government Experience
Polins has significant government experience, working with Florida-based municipalities, Community Redevelopment Areas (CRAs), and public/private partnerships to provide insights representative of their constituents.

RESUMES



Sean A. Coniglio
Senior Business Strategist/Partner
Education: BS Management and Marketing, University of Tampa
AS Business Administration, Andrew College
Experience: 26+ Years

Affiliations

Chaired the Tampa/Hillsborough County Film & Digital Media Commission

The Florida Aquarium Executive Board of Directors

Visit Tampa Bay Marketing Committee

Alumnus of Leadership Tampa 2006

Leadership Tampa Bay 2004

Founder of the Tampa Film Institute

Athletic Club of Tampa Bay

Gasparilla International Film Festival, Board Member

Location
Coniglio is located full-time (on-site) at HCP Associates' corporate offices at The Joseph Garcia International Center, (Port Tampa Bay) 1101 Channelside Drive, Suite 301, Tampa, FL 33602.

Education
BS Management & Marketing, John H. Sykes College of Business, University of Tampa, Tampa, FL
AS Business Economics, Andrew College, Cuthbert, GA

Experience
Coniglio has 26 years in the marketing and management arena, working in the government sector for the past 18 years. He has a long history and understanding of private business both domestically and internationally having worked with companies seeking US distribution. He has a unique mix of consulting and advisory experience which allows him to adapt and apply his wealth of experience in different forms which provides a new perspective that is beneficial to the clients he serves. He has consulted and advised clients ranging in size and scope from start-ups, Fortune 500 companies, public-private partnerships, and government agencies. Other industries include professional sports, maritime, banking, credit unions, education, employee leasing, finance, healthcare, hospitality, human resources, insurance, professional employer organizations (PEOs), non-profit, real estate, and telecommunications. Coniglio is involved in leadership advisory and consulting services with a focus on team management and organizational project planning for research assignments, strategic planning, consensus building, and communication planning. Day-to-day company responsibilities include financial stewardship, staff management, operations, and building strategic alliances with various other firms in support of clients. Coniglio has been involved in numerous public-private partnerships, non-profits, and government agency assignments ranging from initial project research planning, market planning, communications, and campaign development and management. Most notable assignments include:

- Tampa Downtown Partnership 2007-present
- Westshore Alliance 2017-present
- Visit Tampa Bay 2012-present
- Tampa Bay EDC 2013-present
- Tampa/Hillsborough Film & Digital Media Commission 2012-2020
- Veterans Memorial Park & Museum Committee 2017-2019
- Military Learning Center of Tampa Bay 2019-2020
- Tampa Bay Defense Alliance/MacDill AFB 2014-present
- Ybor City Development Corporation 2016-present
- City of Tampa 2016-present
- Hillsborough County 2018-present
- Hillsborough County Planning Commission 2019-2021
- Pinellas County - Visit St. Pete Clearwater 2021- present
- Pinellas County – Pinellas Economic Development 2019-2020
- Pinellas County – Solid Waste & Recycling 2017-present
- Pinellas County – Health and Human Services 2016
- Sarasota County 2017-present
- Hillsborough Area Regional Transit (HART) 2016-present
- Pinellas Suncoast Transit Authority (PSTA) 2016-present
- Florida City & County Managers Association 2014-2017

RESUMES



Robert Allen
Vice President
Education: BA Economics, University of Florida
Experience: 11+ Years

Location
Allen is located full-time (on-site) at HCP Associates' corporate offices at The Joseph Garcia International Center, (Port Tampa Bay) 1101 Channelside Drive, Suite 301, Tampa, FL 33602.

Education
BA in Economics, University of Florida, Gainesville, FL

Experience
Allen brings government, academic, media, and marketing research experience to the team. While a student at the University of Florida, he first immersed himself in the world of data working on an analysis of campaign spending in congressional elections. Following graduation, he built marketing databases for Fortune 500 companies, deploying advanced dashboards and analytics directly to clients' fingertips. For the past 10 years, he has designed, managed, and overseen a wide variety of research, analytics, and strategic planning projects, working directly with clients to design, manage, implement, and report the findings of each. With research experience in various industries utilizing multiple methodologies, Allen has accrued a plethora of experience enabling him to make sound recommendations to clients regarding their research needs. He oversees in-house research operations and maintains communication with both the clients and HCP Associates' Manager of Client Services.

Allen works with business consultants and branding specialists to clearly identify and suggest preliminary research methodologies for a variety of brand equity-based assignments. Some of his core competencies are:

- Data mining for secondary research findings via news outlets, research tools, and databases
- Developing tools to measure satisfaction, brand awareness tracking, citizen sentiment, community perception, business potential, media concept testing, competition in the market, client retention, and employee satisfaction
- Crafting of scripts, questionnaires, prompts and outlines for primary phone, direct mail, focus group, electronic, and secret shopper surveying
- Digital website analytics
- Digital advertising strategies

Government Experience
Allen has accumulated significant government experience, working with municipalities throughout the state, CRAs, public/private partnerships and the like to provide insights representative of their constituents. Clientele in this category:

- Tampa Downtown Partnership 2018-present
- Ybor City Development Corporation/City of Tampa 2018-present
- Westshore Alliance 2018-present
- Visit St. Pete-Clearwater 2020-present
- City of Tampa Government 2019-present
- Pinellas County Government 2018-present
- Pinellas County Department of Solid Waste 2018-present
- Pinellas County Economic Development 2019-present
- Pinellas Suncoast Transit Authority (PSTA) 2018-present
- Hillsborough County Board of County Commissioners 2018-present
- Hillsborough County City-County Planning Commission 2019-present
- Tampa/Hillsborough Film & Digital Media Commission 2018- present
- Hillsborough Area Regional Transit (HART) 2018-present
- Sarasota County Government 2018-present

RESUMES



Rank Fowler
Manager of Design Services
Education: AS, Art Institute of Ft. Lauderdale
Experience: 25+ Years

Affiliations

Advisory Board Marchman Technical College

Location
Fowler is located full-time (on-site) at HCP Associates' corporate offices at The Joseph Garcia International Center, (Port Tampa Bay) 1101 Channelside Drive, Suite 301, Tampa, FL 33602.

Education
Visual Communications, The Art Institute of Fort Lauderdale

Military
Veteran, United States Marine Corps

Experience
Fowler is a native of Pasco County but has lived in places like Japan, Australia, Hawaii, California, North Carolina, and now finally back in Pasco. With extensive experience in B2B and B2C marketing and advertising design, Fowler's expertise lies in creative direction, graphic/website design, print production, and information technology.

Fowler worked in the newspaper and print industry, learning the production process from the ground up. He then moved into the world of ad agencies as a graphic designer and art director, honing his skills in creative direction, illustration, print production, photography, and design. From there he worked for a Fortune 500 company as a Senior Graphic Designer and Print Production Manager, managing over $10 million in print projects per year.
As HCP Associates' Manager of Design Services, Fowler oversees all design projects, from conception to delivery, and reviews any junior designers or freelancer's work to ensure the highest quality. He also designs original pieces, including illustrations and infographics, and generates ideas to portray concepts and advertise HCP Associates' client's products and services. Fowler will maintain brand consistency for all projects and work closely with both Research and Marketing executives to stay on top of deadlines and traffic flow for HCP Associates and all clientele.

Government Experience
Fowler has accumulated government experience, working with municipalities, counties and public partnerships. Clientele in this category:

- Tampa Hillsborough Expressway Authority
- Ybor City Development Corporation/City of Tampa
- Jacksonville Transportation Authority
- Charlotte County, FL
- City of Tampa Government
- Tampa Bay Water
- Tampa International Airport
- City of Tallahassee
- Tallahassee Airport
- Florida Department of Transportation
- Hillsborough Area Regional Transit (HART)

RESUMES



Julie Sabolic

Manager of Client Services

Education: BS Event Management, University of Central Florida
Master of Education in Counselor Education & Student Affairs, Clemson
Experience: 8+ Years

Location
Sabolic is located full-time (on-site) at HCP Associates' corporate offices at The Joseph Garcia International Center, (Port Tampa Bay) 1101 Channelside Drive, Suite 301, Tampa, FL 33602.

Education
BS Event Management, University of Central Florida, Orlando, FL
Master of Education in Counselor Education & Student Affairs, Clemson University, Clemson, SC

Experience
Originally from Boca Raton, Sabolic relocated to Tampa from Tallahassee in June 2021 to join HCP Associates. Prior to HCP Associates, Sabolic spent eight years in the higher education and non-profit sectors, where she was instrumental in leading strategy, communication, and logistics for multiple large-scale events, non-profits, philanthropies, community service projects and fundraisers.
As the Manager of Client Services at HCP Associates, Sabolic connects how HCP's communication, marketing, branding, social media, website, trade shows, conferences, special events, and advertising come together to deliver marketing and communications strategies for our broad range of clientele.

She often serves as a daily liaison for clients serving as a single point of contact and handles conference reports, memos, and daily production traffic and deadlines.



Lynn Cronin

Administrator

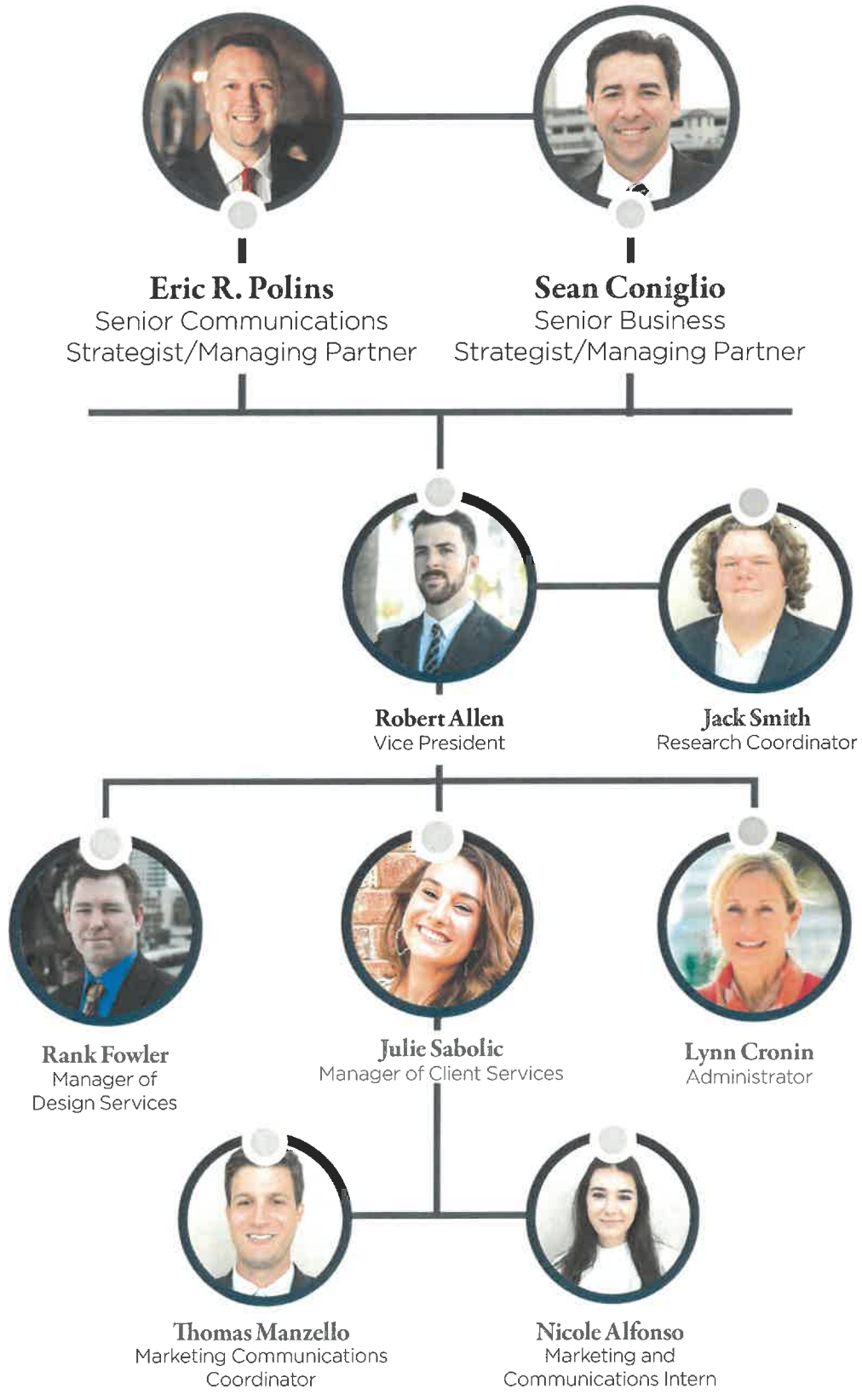
Education: BS Psychology, University of Pittsburgh
Experience: 40+ Years

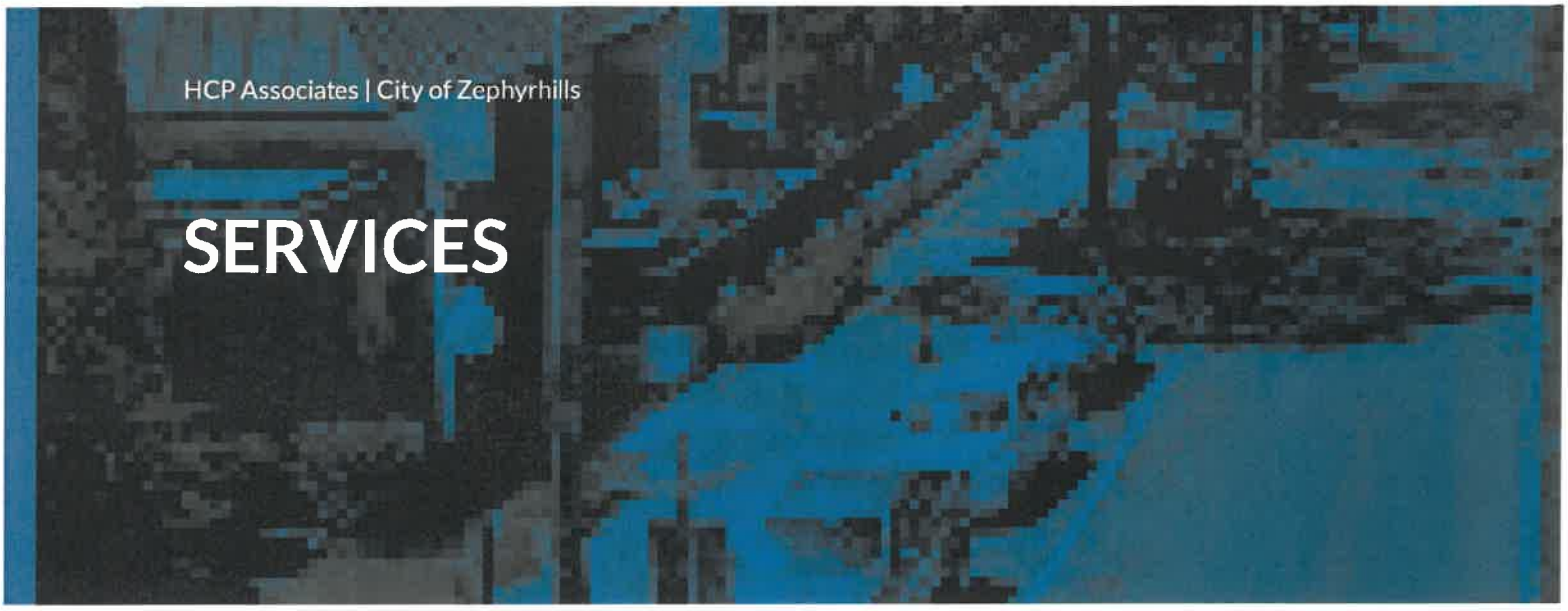
Location
Cronin is located full-time (on-site) at HCP Associates' corporate offices at The Joseph Garcia International Center, (Port Tampa Bay) 1101 Channelside Drive, Suite 301, Tampa, FL 33602.

Education
BS Psychology, University of Pittsburgh, Pittsburgh, PA

Initially from Pittsburgh, Pennsylvania, Cronin has lived in Tampa for over 40 years. Cronin has a diverse background in business, operations, customer service, direct sales, human resources, and personnel training.
Cronin manages the HCP Associates office environment, accounts payable/ receivable, in addition to human resources for the HCP Associates team.

HCP Associates Organizational Chart





SERVICES

HCP Associates is different. HCP isn't an advertising agency, PR firm or a branding firm. We do those things very well; however, HCP is something very unique with over three decades of expertise under three cannons of service: Research, Strategy, and Marketing.

Being a Florida-based small business for over 36 years, we know how important it is to embrace our history and heritage, while encouraging leaders to embrace change to open new opportunities for growth. So much of our work with counties, cities, towns, CRAs, and neighborhoods depend on our research, and facts and figures that drive strategic planning in order to make certain, when and if the time is right, to rebrand and reposition their most valuable commodities, their diverse people and unique attractions.

Our proprietary marketing platforms have been successfully implemented and proven time and time again by hundreds of clientle since 1986. From billion-dollar companies and sports teams to historic CRAs and International DMOs, our team follows key performance indicators (KPIs) created in a strategic process that delivers a consistent and cohesive brand equity that engages all publics. HCP has a rich history of communicating with residents, businesses, investors, government leaders, workers, and visitors in order to understand a community's monumental value-added proposition.

HCP Associates' Services

Since the purest form of branding begins and ends with research, HCP Associates has spent over three decades perfecting our three cannons of research, strategy, and marketing. We offer an extensive suite of full-service tactics managed by senior practitioners, consultants, and support staff. They include:





Research & Analysis

The HCP Associates research team provides a critical, unbiased, third-party perspective. A thorough understanding of the market can drastically improve one's probability of success. Through primary and secondary research, HCP Associates will take the pulse of the community through stakeholder workshops, and telephonic/online survey methodologies. These discoveries help HCP Associates determine the most effective strategy for achieving your goals, grounding our recommendations in hard data and facts instead of preconceived notions or conjecture. The following are examples of research HCP Associates can conduct for The City of Zephyrhills:

- Analysis of Prior Qualitative and Quantitative Studies
- Brand Awareness and Equity
- Citizen and Consumer Polling
- Competitive Research
- Customer Satisfaction
- Employee Satisfaction
- Media Performance and Financial Audit

Strategy & Planning

Using research as its foundation, HCP Associates will spend one-on-one time with you to dissect and analyze every piece of information attained to produce a customized action plan for strategic growth and brand equity that is both realistic and attainable.

The following are examples of strategic practices HCP Associates can utilize for The City of Zephyrhills:

- Brand Development
- Customer Retention
- Product and Service Development
- Strategic Planning

Marketing Management

Being creative and thinking out-of-the-box is extremely important in branding and marketing. We deliver the goods all day long, but we like to rationalize our creativity with real, measurable research; our mantra is facts and figures always win the day!

Your organization may have an in-house marketing manager, a full department, or no dedicated marketing personnel at all. Not to worry, HCP Associates has a long history of providing marketing support for all three scenarios. And for many of our long-term clients, we serve as their dedicated marketing department and support daily tasks that cover an array of A-to-Z skills and tactics.



Perhaps you already have a strategic plan in place and do not need our research services; that is ok too. No matter what service you engage HCP Associates for, we take pride in always delivering enhanced marketing services infused with unique business consulting.

Once a clearly defined strategy is in place, HCP Associates' account management, communications, marketing, and design teams will work to ensure every step of the marketing plan is efficiently executed. Through every step of the process, we will monitor and report the progress of the plan.

The following are examples of the marketing management services that HCP Associates can provide for The City of Zephyrhills:

- Marketing Plan Development & Management
- Brand Rollout & Management
- Design Management
- Media Management
- Public Relations Management
- Event Planning
- Social Media Marketing and Management
- Web Design and Management

For this project, we wanted to emphasize some of our core services slightly deeper to provide a better understanding of how extensive our services are:

Strategic Planning and Implementation

Successful strategic planning implementation requires a large commitment from community leaders, officers, and departmental managers, whether the strategic planning is occurring in a department or in a complete organization. HCP Associates' consultants work with a variety of public and private sector leaders and their advisors daily. HCP Associates build these close relationships with leadership to support their needs to lead, follow up, and execute the results of the strategic planning implementation process. If this does not occur, most strategic planning implementation processes will fail. HCP Associates creates a successful strategic planning process by establishing a clear vision for the action plan and implementation process. We paint a picture of where the organization will end up and we forecast the anticipated outcomes. We make sure the picture is one of reality and not what people "wish" would occur. We make sure key employees know "why" the organization is changing and what we are collectively pushing with our agenda. HCP Associates will work directly with the appointed leader who "owns" the strategic planning implementation process and makes certain other senior managers, as well as other appropriate people in the organization, are involved.

Strategic Communications

HCP Associates specializes in communicating transparent client positions to a variety of publics. Whether a concept, process, or data satisfies a short or long-term strategic goal, HCP Associates facilitates advanced planning to produce and build proactive PR and a deep understanding of how communication strategies need to be explained to all stakeholders. This is also typically a practice that is incorporated in quarterly strategic planning sessions with senior management and a board of directors and/or advisors.

Public Relations

HCP Associates has consultants who thrive on the art of storytelling. We create narratives to advance our clients' agendas. We are image shapers that constantly pursue positive publicity for our clients by enhancing their reputations. We keep the public informed about the activity of government agencies, explain policy, and manage political campaigns. We utilize up-to-date technology, social media tactics, proactive press releases, press conferences, media alerts, online advertising (for brand equity), and traditional grassroots opportunities to foster a solid position for our clients that truly represents who they are and the way they want to be perceived by their publics.

Media Relations

HCP Associates has a long-standing relationship working with the media for the purpose of informing the public of a client's mission, policies, and practices in a positive, consistent, and credible manner. HCP Associates has a strong history of coordinating directly with the people responsible for producing the news and features in the mass media. Our goal in media relations is to maximize positive coverage in the mass media without paying for it directly through advertising. Traditionally, we develop strategic alliances with key news contributors to launch a client's new service, post-financial results, feature awards or accolades, and celebrate community engagement projects, in addition to a variety of other newsworthy announcements. Once again, the key is to identify the mission and match the appropriate person in the media to assist in the facilitation of our client's goals.

Social Media Management

Social media management plays an enormous role in today's public communications and their perceptions of an organization's online reputation and brand equity. HCP Associates' PR practitioners and senior marketing and research managers are constantly getting new certifications and attending higher education classes to master the art of social media management. This is an essential tactic to incorporate into a full-scale PR strategy with deep insights into an organization's crisis communication plan. From search engine optimization and Google Analytics to press releases and short-form videos, social media is here to stay. HCP Associates creates unique content for over a dozen different social media platforms for both international and national clientele with some impressive statistics of success. This provides you with a fantastic opportunity to have ongoing conversations with the community and ensure their continued understanding and appreciation of your vision, mission, people, process, technology services, products, and much more. So many of our CEOs, Presidents, and Board Chairs also use these platforms to agenda set strategic communications quickly, accurately, and evenly to a variety of targets across various multimedia platforms. We will give you the tools to be successful in this constantly changing realm and keep a pulse

on developing trends and how they might affect the City of Zephyrhills reputation, and even employee and customer sentiment.

Crisis Communications
HCP Associates understands that the first 24 hours of any type of crisis are crucial. The uncontrolled communication channels (online/offline media) are not under our direct control. HCP Associates is outstanding at identifying and handling immediate, emerging, and sustained forms of crisis for a variety of clients. We protect and defend individuals, companies and organizations that are facing a public challenge to their reputation. Traditionally, we see a combination of issues that circle around legal, ethical, and/or financial issues. Our reactive PR skills focus on creating, disseminating, and maintaining a variety of long-term programs to build online/offline brand equity and community buy-in daily, as well as, allowing us to assist a client and/or spokesperson in responding to crises and implementing a crisis plan and strategy.

Issues Management
As professional PR practitioners, we enjoy the thrill of running into a fire when others are running away. However, at HCP Associates we feel strongly that good Issues Management keeps an eye on any issue that has the potential to disrupt or damage a public agency. For clients, the balancing of Issues Management is critical to understanding the relationships between their industries, competitors, trends, local government, and a complex variety of other platforms that can all affect the mission at hand. As mentioned, HCP Associates is unlike any other firm in Tampa Bay because we are grounded in research. We have over three decades of experience with quantitative and qualitative research results. We gather, analyze, and decipher numbers for a living; these facts all affect our strategic communication plans for clients, especially their Issues Management tactics.

Community Involvement
As mentioned, HCP Associates has a long and well-respected history in the industry and Tampa Bay. With over 36 years of experience, we have built a solid reputation and have strong relationships in government, private sector business, and numerous other vertical markets that complete an impressive collection of partners and associates. The relationships HCP Associates has with the people who live in the area in which we operate run deep and we know that a comprehensive community relations program can help any organization achieve visibility within its community.

Public Information Services
Many firms claim to be master planners; however, at HCP Associates we live up to the claim. Public Affairs, much like Public Relations, has been a catch-all term that includes public policy as well as public administration, both of which are closely related to and draw upon the fields of political science and economics. HCP Associates' research backbone, combined with a long history of community relations and issue management, has enabled us to understand the complications and inner workings when dealing with public affairs planning. Our overall strategic planning serves as a roadmap to handle a radar screen that sets up a triage approach to our clients' public affairs goals. This matrix is really the overarching difference for what separates us from our competitors.

Implementation of Strategies
HCP Associates utilizes a traditional and very functional model for Research, Planning, Implementation and Evaluation (RPIE). We begin with overall client goals; we think end results...it is not entirely about the actual process. Often, we begin working with a new client and quickly realize that many tend to jump straight into PR tactics without first doing research, identifying key publics, and setting measurable objectives. At HCP Associates, our strategy provides a client's public relations plan with qualitative and quantitative data and lifts the public relations function from tactical to strategic. The RPIE process also transforms public relations measurement from output-based to outcomes-focused. Additionally, other firms do not have a fully functional research department with an analyst on staff to support the necessary facts and figures needed daily to protect, defend, and pursue long-range brand equity with proactive tactics. Another asset when working with media outlets is our in-house film and video production professionals; we work with and understand the needs of the broadcast media community and can easily provide anything and everything in digital format for immediate support with regards to social media and HD content. This four-point RPIE process provides a solid foundation with daily checks and balances, powered by proven facts, and supported by real numbers. Our professional consultants are trained, tested, and have an amazing ability to triage some of the most challenging issues for clients. The platform is a living organism that continuously completes a rotating lifecycle; getting better and better each time we evaluate progress with set benchmarks.

Daily/Weekly/Monthly Communication
As your consultants and partner, we prefer communicating daily and/or weekly. But at a very minimum, two hours per month are mandatory to make certain we align expectations to achieve the best results. As mentioned, we reside in the Port Tampa Bay building (Joseph Garcia International Center) in Tampa's Channelside District and are available during normal business hours without an appointment and lastly, we are on call 24/7 for leadership consulting, PR communications, and/or crisis management.

SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS

HCP Associates has provided brand research and marketing development services for a broad variety of clientele. We cross-referenced the impressive background provided in this RFQ from Pasco County's largest city, Zephyrhills, and are pleased to identify a dozen similar relationships. However, we would like to feature eight (8) similar projects.

Extreme Adventures (Empower Adventures, Fast Lane Travel)
DMOs (VSPC, Visit Tampa Bay)
Snowbirds (Sarasota County, Pinellas County)
Aviation (Moab Airport, Sun 'N Fun)
Military (MyMacDill, TBDA, MLCTB)
Historic Places (Ybor City)
Professional Sports (Rays 2020)
Amateur Sports (Rangers)
Industrial (Port Tampa Bay, Davis Industrial)
Transportation (HART, PSTA)
Private Sector (Raymond James, Bloomin' Brands)
Public/Private Partnerships (Strengthen Our Schools, Tampa Downtown Partnership, Westshore Alliance)



Project Title:
Ybor City Community Redevelopment Area (City of Tampa)

Location of Project:
Tampa, FL

Project Description:
Ybor City Community Redevelopment Area (CRA) is a division of Tampa's Economic and Urban Development Department. It facilitates the development, redevelopment, economic revitalization, and general improvement of Ybor City's Historic District. HCP Associates was initially engaged to research citizen/worker/visitor sentiment to create, support, and justify new positioning to bolster economic development and a safe, walkable neighborhood. HCP Associates successfully created two award-winning campaigns: More in Ybor and The Heart of Tampa.

Project Start / Completion Date:
Two three (3) year contracts (2016-present)

Owner's Name and Address:
City of Tampa/Ybor City Community Redevelopment Area, 2015 East 7th Ave. Tampa, FL 33605

Contact Person, Phone Number, and Email Address:
Courtney Orr, Manager Courtney.Orr@tampagov.net (813) 274-7936

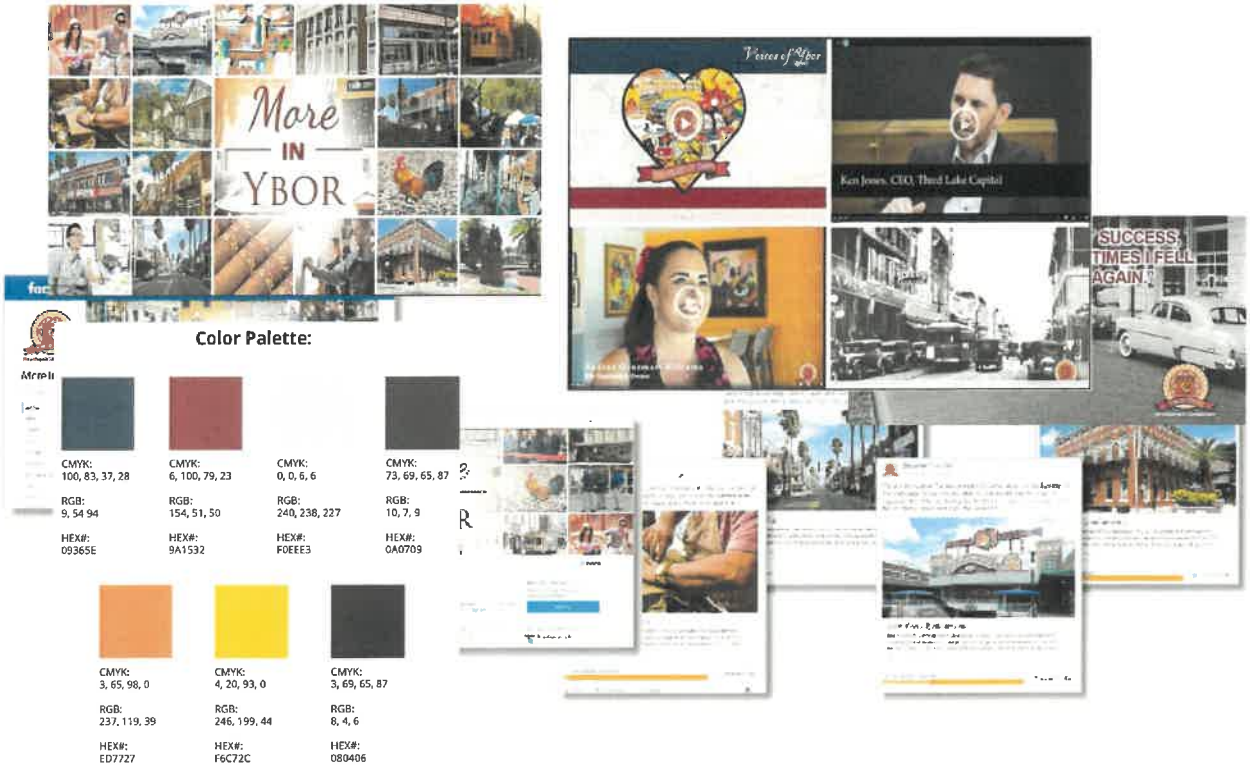
Prime Firm? Or Sub Consultant:
Prime

Type/Scope of Services Provided:
Research, Strategic Planning, Branding, Public Relations (Crisis Management) Issues Management, Public Involvement, Web Design, Graphic Design, Media Placement, Social Media, and Film/Video Production.

Contracted Services completed with budget? If not, why?
Yes. Budget is $100,000 per year and has been consistently on or under budget each year since 2016.

Contract Services completed on time? If not, why?
Yes.


More IN YBOR
YBOR LEGEND
Live -IN-YBOR
Learn More
YBOR CITY
Development Corporation


More IN YBOR
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RGB: 8, 4, 6
HEX#: 080406
SUCCESS TIMES I FELL AGAIN

CRISIS COMMUNICATIONS & ORGANIZATIONAL CONSULTING



Project Title:
Port Tampa Bay

Location of Project:
Tampa, FL

Project Description:
In 2018, Port Tampa Bay, the largest and most diverse port in the state of Florida, awarded HCP a three-year contract from an incredibly competitive RFP. HCP Associates, now serving their second three-year contract, continues to provide strategic communications, public relations, crisis communications, strategic planning, and community sentiment agenda setting. HCP Associates created the port's first crisis communications plan and was directly responsible for some of the port's largest national and global PR campaigns over the past five years.

Project Start / Completion Date:
Two three (3) year contracts (2018-present)

Owner's Name and Address:
Port Tampa Bay, The Joseph Garcia International Center, 1101 Channelside Drive, Tampa, FL 33606

Contact Person, Phone Number, and Email Address:
Paul Anderson, President/CEO of Port Tampa Bay, panderson@tampaport.com, 813-905-7678

Prime Firm? Or Sub Consultant:
Prime

Type/Scope of Services Provided:
Strategic communications, public relations, crisis communications, media relations, strategic planning, community relations, event management, graphic design, and digital/social media.

Contracted Services completed with budget? If not, why?
Yes. Budget ranges annually from $75,000 to $120,000.

Contract Services completed on time? If not, why?
Yes.




Port Tampa Bay
Welcomes Its
Largest Container
Ship Ever
CISION
CISION
CISION
A&T


SHERIFF






TIME
MAND
TER
PORT TAMPA BA
SECURITY ⚓ SAFETY ⚓ SER






CMA CGM


BOOTH 1417
YOUR FRONT DOOR
TO THE I-4 CORRIDOR
FLORIDA'S DISTRIBUTION HUB
PORT
TAMPA BAY


BOOTH 1417
YOUR FRONT DOOR
TO THE I-4 CORRIDOR
FLORIDA'S DISTRIBUTION HUB
PORT
TAMPA BAY


BOOTH 1417
YOUR FRONT DOOR
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YOUR FRONT DOOR
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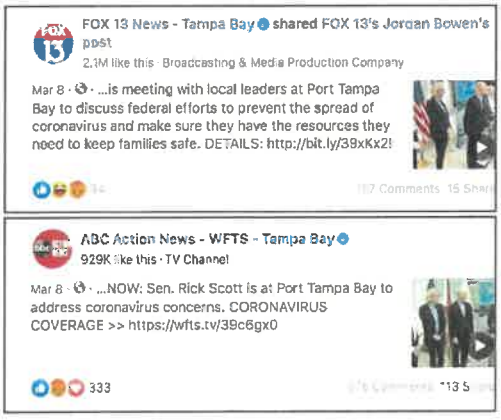
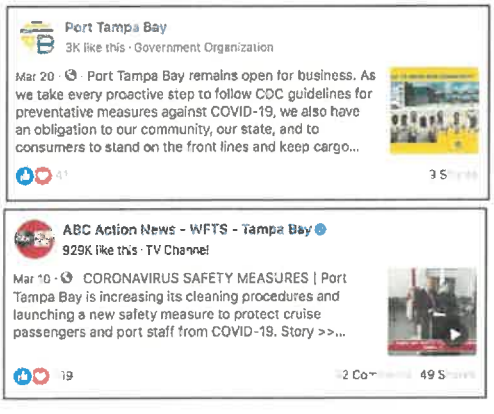
PORT
TAMPA BAY
BOOTH 1417


YOUR FRONT DOOR
TO THE I-4 CORRIDOR
PORT
TAMPA BAY
BOOTH 1417


FOX 13 News - Tampa Bay shared FOX 13's Jordan Bowen's post
2.1M like this · Broadcasting & Media Production Company
Mar 8 · ...is meeting with local leaders at Port Tampa Bay to discuss federal efforts to prevent the spread of coronavirus and make sure they have the resources they need to keep families safe. DETAILS: http://bit.ly/39xKx2!
ABC Action News - WFTS - Tampa Bay
929K like this · TV Channel
Mar 8 · ...NOW: Sen. Rick Scott is at Port Tampa Bay to address coronavirus concerns. CORONAVIRUS COVERAGE >> https://wfts.tv/39c6gx0
333


Port Tampa Bay
3K like this · Government Organization
Mar 20 · Port Tampa Bay remains open for business. As we take every proactive step to follow CDC guidelines for preventative measures against COVID-19, we also have an obligation to our community, our state, and to consumers to stand on the front lines and keep cargo...
ABC Action News - WFTS - Tampa Bay
929K like this · TV Channel
Mar 10 · CORONAVIRUS SAFETY MEASURES | Port Tampa Bay is increasing its cleaning procedures and launching a new safety measure to protect cruise passengers and port staff from COVID-19. Story >>...
49 S


CORONAVIRUS SAFETY MEASURES | Port Tampa Bay is increasing its cleaning procedures and launching a new safety measure to protect cruise passengers and port staff from COVID-19. Story >>
PORT TAMPA BAY SAFETY CLEANING MEASURES
109
92 Comments 49 Shares 21K Views
Like
Comment
Share

Fox 13
https://www.fox13news.com/news/ship-narrowly-clears-skyway-becoming-biggest-to-ever-dock-at-port-tampa-bay
Tampa Bay Business Journal
https://www.bizjournals.com/tampabay/news/2019/02/19/port-tampa-bay-gets-new-shipping-carrier-will-be.html
Tampa Bay Times
https://www.tampabay.com/business/port-tampa-bay-welcomes-its-biggest-container-ship-ever-20190612/
Bay News 9
https://www.baynews9.com/fl/tampa/news/2019/06/12/8-000-containers--port-of-tampa-welcomes-largest-container-ship
Florida Trend
https://www.floridatrend.com/article/27048/wednesdays-afternoon-update
Maritime Executive
https://www.maritime-executive.com/article/port-tampa-bay-welcomes-its-largest-container-ship-ever
Maritime Insight
https://www.marineinsight.com/shipping-news/photos-port-tampa-bay-welcomes-its-biggest-container-ship-cma-cgm-dalila/
Port Technology
https://www.porttechnology.org/news/cma_cgm_breaks_tampa_bay_vessel_record/
Safety4Sea
https://safety4sea.com/port-tampa-bay-accommodates-its-biggest-container-vessel/
Freight Waves
https://www.freightwaves.com/news/cma-cgm-makes-first-call-at-port-tampa-bay
Food Logistics
https://www.foodlogistics.com/ocean-ports-carriers/news/21072730/cma-cgm-makes-inaugural-call-at-port-tampa-bay
Sea News
https://www.seanews.com.tr/cma-cgm-makes-inaugural-call-at-port-tampa-bay-with-pex3-service/183044/
Supply & Demand Chain Executive
https://www.sdcexec.com/transportation/news/21072699/cma-cgm-makes-inaugural-call-at-port-tampa-bay
Florida Ports Council
https://flaports.org/2019/02/20/port-tampa-bay-welcomes-new-cma-cgm-container-service/
Export Action
https://exportaction.com/2019/05/growth-in-florida-port-business/
Maritime Professional
https://www.maritimeprofessional.com/news/makes-inaugural-call-port-tampa-347148
Freight Comms
https://freightcomms.com/port-tampa-bay-welcomes-new-cma-cgm-container-service/
Freight Week
https://www.freightweek.org/index.php/en/more-news-2/4209-cmacgm-links-tampa-bay-florida-with-vietnam
Daily Shipping Times
http://dst.news/news.aspx?news_id=2356&yr=2020&mn=3



Tampa Bay Rays 2020

Project Title:
Tampa Bay Rays 2020

Location of Project:
Tampa, FL

Project Description:
For the past decade, The Tampa Bay Rays Baseball Team has discussed the possibility of either moving out of the state or finding a better location for a new ballpark within the Tampa Bay region. The team, the Tampa Bay Community, and business leaders needed to support the team staying in Central Florida, so a brand and position was created by HCP Associates, deployed, and maintained for the entire community to embrace a movement that launched in March of 2018. HCP Associates was engaged by TBR2020, a non-profit organization created by Tampa Bay business leaders and volunteers to raise Tampa Bay Community awareness, build private equity and support the overall movement to "Keep the Rays in Tampa Bay." HCP Associates worked with Shumaker Advisors, Sykes Enterprises, and The Tampa Bay Rays to create a detailed branding and positioning platform, a website, social media channels, custom videos, print collateral, promotional items, special events, and all messaging for public and private presentations to be strategically disseminated to the public, state, and local politicians and the media.

Project Start / Completion Date:
2018 to 2019

Owner's Name and Address:
Shumaker Advisors, Bank of America Plaza, 101 E Kennedy Blvd Suite 2800, Tampa, FL 33602

Contact Person, Phone Number, and Email Address:
Patrick Baskette, Senior Vice President of Strategic Initiatives, 202-744-1547, patrickB@strategies360.com

Prime Firm? Or Sub Consultant:
Prime

Type/Scope of Services Provided:
Strategic planning, media relations, media training, marketing, branding, communications, crisis communications, website development, social media, and event management.

Contracted Services completed with budget? If not, why?
Yes. The total budget was $192,000.

Contract Services completed on time? If not, why?
Yes.


TAMPA BAY
RAYS 2020
THE RAYS 100
Tampa Bay Rays 2020
Home
Posts
Reviews
Videos
Photos
About
Community
Instagram
Sign the Petition
Create a Page
Tampa Bay Rays 2020
Keep The Rays in Tampa Bay!
TAMPABAYRAYS2020.COM
Tampa Bay Rays 2020 Movement Collects Thousands of Signatures for Petition
Home
The Movement
News
Contact
Join The Team
Keep the Rays in Tampa Bay!
JOIN THE TEAM
Keep The Rays in Tampa Bay!
SIGN THE PETITION AT
TAMPABAYRAYS2020.COM
CHUCK SYKES

Strengthen Our Schools (SOS)

Project Title:
Strengthen Our Schools (SOS)

Location of Project:
Tampa, FL

Project Description:
In August of 2018, The Hillsborough County School Board voted to add a 10-year half-penny tax referendum on the November 6 ballot. The referendum would raise more money for school repairs and construction. The district has struggled to keep the air conditioning working at its 200-plus schools. If passed, the tax would bring an additional $131 million each year, covering the one-billion-dollar deficit regarding these issues. Exactly nine weeks before the mid-term elections, HCP Associates was engaged to execute an eight-week campaign for Strengthen Our Schools (SOS), a paid political campaign created and funded by the local labor union HCTA and public donations. The challenge was daunting due to a small budget, limited time frame, and a very controversial transportation tax also on the ballot. By the end of the campaign, HCP Associates' tactics reached six million unique impressions. Despite the challenges, on November 6, 2018, Hillsborough County Referendum No. 3 passed with 56.35 percent of residents voting "For" the tax.

Project Start / Completion Date:
October to November 2018

Owner's Name and Address:
Hillsborough Classroom Teachers Association (HCTA), 3102 N Habana Ave, Tampa, FL 33607

Contact Person, Phone Number, and Email Address:
Patrick Baskette, Senior Vice President of Strategic Initiatives, 202-744-1547, patrickB@strategies360.com

Prime Firm? Or Sub Consultant:
Prime

Type/Scope of Services Provided:
Branding/positioning, marketing, public relations, crisis communications, mass media advertising, illustration, graphic design, grass roots community relations, and event management.

Contracted Services completed with budget? If not, why?
Yes. The total budget was $75,000.

Contract Services completed on time? If not, why?
Yes.

HCTA


HCTA
Betty Castor
Sherry Gunn
SOS
Strengthen Our Schools
VoteYes2SOS.com
• NOVEMBER 6, 2018 •
Vote YES for
No. 3 Hillsborough
County
Referendum

DAVIS Industrial

Project Title:
Davis Industrial

Location of Project:
Tampa, FL

Project Description:
Davis Industrial (formerly BMG Conveyor Services), specializes in conveyor belt installation, sales, and services across North, Central and South America. In order to expand nationwide, the company needed research, strategic planning and a new brand platform that would merge the parent company with their new fabrication division. HCP Associates did an assessment of industry competitors, existing vertical markets and identified new areas of focus for increased marketing and sales efforts. As a result, the decision was made to rename the company and offer all products and services under one brand, Davis Industrial. HCP Associates handled the entire rebrand launch ranging from fleet vehicles and machinery to facilities and mass brand marketing fulfillment. HCP Associates marketed the new positioning line: Moving People. Moving Products. Moving the World.

Project Start / Completion Date:
2016-2018

Owner's Name and Address:
Davis Industrial, 5010 16th Avenue South, Tampa, FL 33619

Contact Person, Phone Number, and Email Address:
Stephenie Davis, President & CEO, 813-247-3621 Ext. 107, sdavis@conveyors247.com

Prime Firm? Or Sub Consultant:
Prime

Type/Scope of Services Provided:
Research, strategic planning, branding, marketing, graphic design, copywriting, public relations, advertising, media relations, and social media

Contracted Services completed with budget? If not, why?
Yes. The total budget was $172,000.

Contract Services completed on time? If not, why?
Yes.

DAVIS INDUSTRIAL™



Hillsborough County

Project Title:
Hillsborough County

Location of Project:
Tampa, FL

Project Description:
HCP Associates was engaged by Hillsborough County leadership to conduct a community research study to hear from residents on their concerns, beliefs, challenges, and barriers that may impact their ability to obtain testing, gain correct information and understand health guidelines to prevent the spread of COVID-19. HCP Associates worked with Hillsborough County to create and distribute two different surveys for this study: a telephonic survey and an online survey administered via the website and a text message (SMS). Combining input from random sampling and opt-in community feedback, HCP Associates identified the trusted sources residents look to for information, sentiments around COVID-19 testing, knowledge about the virus, what health and safety practices are being followed, and other challenges residents are facing because of the pandemic. This data allowed Hillsborough County to improve countywide communication and specifically address testing availability, safe health practices, and where to get trusted information. Hillsborough County is also able to leverage the study's findings and credible information from medical sources, economists, scientists, and other experts to create a complete image of the county's current state and to overcome challenges faced by residents.

Project Start / Completion Date:
2020-2021

Owner's Name and Address:
Hillsborough County

Contact Person, Phone Number, and Email Address:
Liana Lopez, Hillsborough County Chief Communications Administrator, 813-272-1141, LopezLia@HCFLGov.net

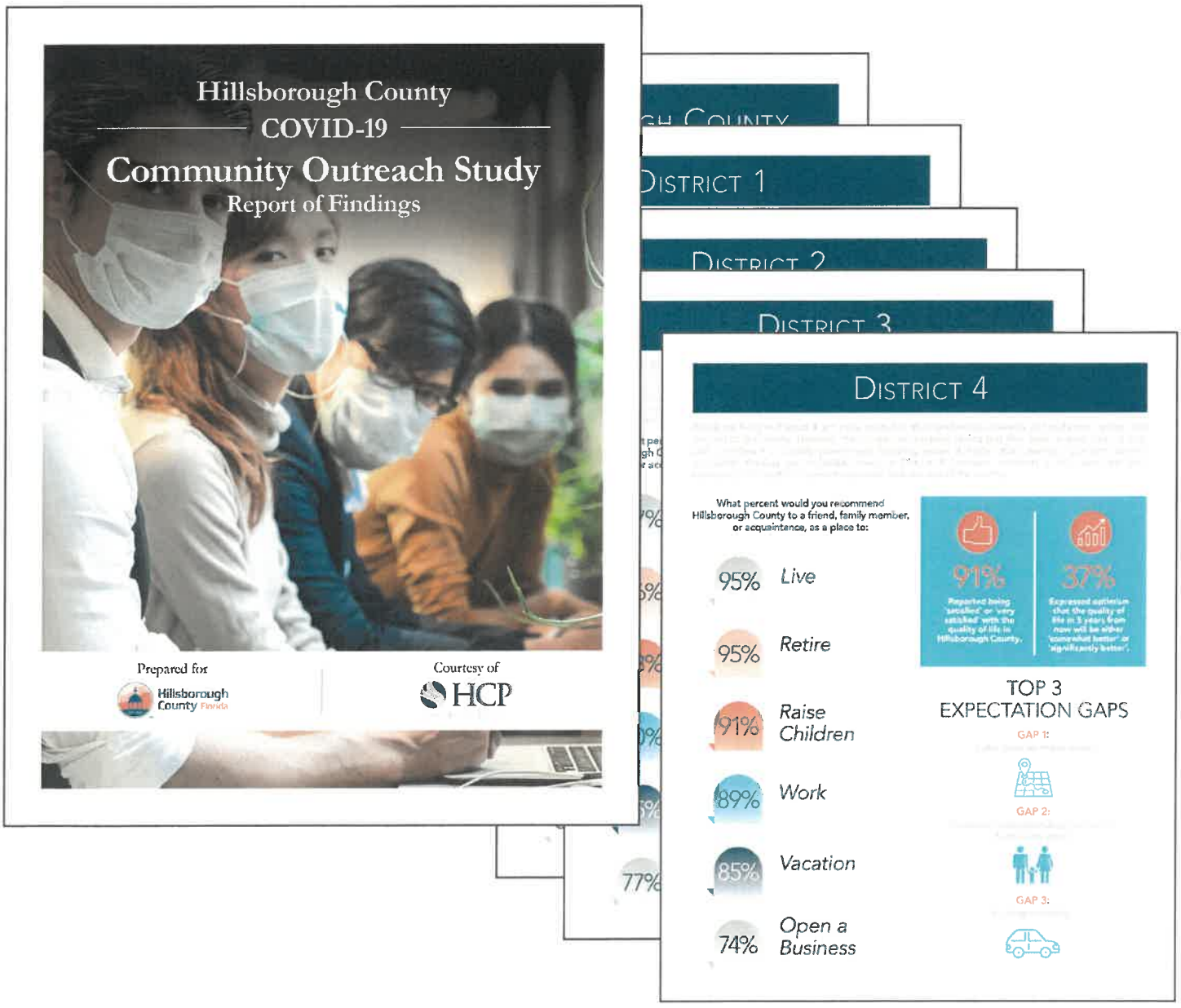
Prime Firm? Or Sub Consultant:
Prime

Type/Scope of Services Provided:
Research (telephonic/online surveys), communications, community outreach

Contracted Services completed with budget? If not, why?
Yes. The total budget was $96,000.

Contract Services completed on time? If not, why?
Yes.

Hillsborough County Florida



Visit St. Petersburg/Clearwater (VSPC)

Project Title:
Visit St. Petersburg/Clearwater (VSPC)

Location of Project:
Clearwater, FL

Project Description:
HCP Associates was engaged by VSPC to conduct research and moderate strategic planning to guide the DMO in order to rationalize change post-global pandemic, justify critical vision, and mission change for a five-year strategic plan that aligns with its partnerships and community.

Project Start / Completion Date:
2021 to present

Owner's Name and Address:
Visit St. Petersburg/Clearwater

Contact Person, Phone Number, and Email Address:
Steve Hayes, President & CEO, 727-318-2467, steve@VisitSPC.Com

Prime Firm? Or Sub Consultant:
Prime

Type/Scope of Services Provided:
Research, strategic planning, and community outreach. Utilized in-person/telephonic interview tactics for stakeholders, staff, and industry partners/community leaders. Conducted telephonic survey of Pinnellas County residents and completed industry/visitor analysis using secondary review of existing research and local, regional, and national trends affecting VSPC. Conducted three days of in-person workshops and delivered multiple variations of results in written reports and group/community presentations.

Contracted Services completed with budget? If not, why?
Yes. The total budget was $192,000.

Contract Services completed on time? If not, why?
Yes.

ST.PETE
CLEARWATER



21 & Change, Inc.

Project Title:
21 & Change, Inc.

Location of Project:
Riverview, FL

Project Description:
21 & Change wanted to create a disruptor model to challenge the current state of inclusion and human rights for children and adults with Down Syndrome and other developmental disabilities. The organization needed a name, brand, and position to develop a marketing platform for its statewide mission. HCP Associates conducted secondary research and studied similar organizations on a regional and state level to rationalize a disruptor brand and position. The founders did not want people to simply understand the issues but realized there is a need to fight for change on many different levels, community, state and federal. HCP Associates created the entire brand model and handled everything from the website and social media to press releases and political agenda-setting.

Project Start / Completion Date:
2018 to present

Owner's Name and Address:
Hillsborough County

Contact Person, Phone Number, and Email Address:
John Bodor, Senior President, 910-273-7049,
jbodor@21andchange.org

Prime Firm? Or Sub Consultant:
Prime

Type/Scope of Services Provided:
Research, strategic planning, branding/positioning, public relations, graphic design, illustration, website development, social media, crisis communications, advertising, marketing, media relations, and event management.

Contracted Services completed with budget? If not, why?
Yes. All of HCP's services have been pro bono.

Contract Services completed on time? If not, why?
Yes.


21 & CHANGE
THE ANNUAL REPORT
2019
OUR COMPANY
Our Mission
Our Vision
Calling All Champions!
The Advocate
IEP Advocacy Scholarship
Human Rights for All!
Support The Proposed Amendments For Florida's Hate Crime Law
All Lives Matter!
Support The Proposed Amendments To Florida's Hate Crime Law
Mission Statement
Vision
Contact
Tampa Movement Lab
CORPORATE ICONOGRAPHY
GRID SYSTEMS

REFERENCES

Company Name	*Ybor City CRA*		
Project Title	*Marketing and Media Relations*	*Project Location*	*Tampa, FL.*
Project Description	*Brand management, marketing and public relations*		
Project Start	*March 2016*	*Project Completion Date*	*Ongoing*
Owner Name	*Courtney Orr, Manager*		
Owner Address	*2015 7th Ave., Tampa, FL. 33605*		
Phone Number and Email	*813.274.7936 courtney.orr@tampagov.net*		
Project Amount	*$100,000 annually*		
Service Completed in Budget?	*Yes*		
Services Completed on Time?	*Yes*		
Company Name	*Port Tampa Bay*		
Project Title	*Strategic Communications*	*Project Location*	*Tampa, FL.*
Project Description	*Consulting related to strategic communications, public and media Relations, Social media, public information services*		
Project Start	*December 2017*	*Project Completion Date*	*Ongoing*
Owner Name	*Paul Anderson, CEO*		
Owner Address	*1101 Channelside Drive, Tampa, FL. 33602*		
Phone Number and Email	*813.905.7678 panderson@tampaport.com*		
Project Amount	*$75,000 annually*		
Service Completed in Budget?	*Yes*		
Services Completed on Time?	*Yes*		
Company Name	*Visit St Pete Clearwater*		
Project Title	*Visit St Pete Clearwater*	*Project Location*	*Pinellas County, FL.*
Project Description	*Research, consulting for 5-year strategic plan*		
Project Start	*March 2021*	*Project Completion Date*	*August 2022*
Owner Name	*Steve Hayes, CEO*		
Owner Address	*8500 Bryan Dairy Rd, Suite 200, Large, FL. 33777*		
Phone Number and Email	*727.318.3467 steve@VisitSPC.com*		
Project Amount	*$192,000*		
Service Completed in Budget?	*Yes*		
Services Completed on Time?	*Yes*		
Company Name	*Tampa Downtown Partnership*		
Project Title	*Biennal 2022 Study (8th Year)*	*Project Location*	*Tampa, FL*
Project Description	*Design, inplement, analyze and present results of biennal worker and resident study*		
Project Start	*August 2022*	*Project Completion Date*	*in progess*
Owner Name	*Lynda Remund, President and CEO*		
Owner Address	*400 N Ashley Dr, Suite 1010, Tampa Fl. 33602*		
Phone Number and Email	*813.221.3686 lremund@tampasdowntown.com*		
Project Amount	*$54,500 biennially*		
Service Completed in Budget?	*Yes*		
Services Completed on Time?	*Yes*		



2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

ACCOUNT NO. 162072
RENEWAL

OCC. CODE
280.052006 CONSULTANT

10 Employees

Receipt Fee	54.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS
HCP ASSOCIATES INC
1101 CHANNELSIDE DR 301
TAMPA, FL 33602

2022 - 2023

NAME
MAILING
ADDRESS
HCP ASSOCIATES INC
1101 CHANNELSIDE DR STE 301
TAMPA, FL 33602

Paid 21-0-495030
07/11/2022 54.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



FORMS

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

certifies that HCP Associates, Inc does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

E R. PL
Bidder's Signature

9/26/2022
Date

PUR062.036
re. 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05

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

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

by Eric Rollins, Managing Partner
(print individual's name and title)

for HCP Associates Inc.
(print name of entity submitting sworn statement)

whose business address is

1101 Channelside Drive, Ste 301
Tampa, FL. 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 36-4511722

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ER PL.)

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

33

Addenda Receipt Acknowledgment
35-22-05

Addendum # 1	Date 9/16/2022	Initials ERP
Addendum # 2	Date 9/27/2022	Initials ERP
Addendum #_____	Date _____	Initials_____
Addendum #_____	Date _____	Initials_____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT
35-22-05

State of Florida
County of Hillsborough

Eric R. Polin's, being first duly sworn, deposes and says that he/she is Managing Partner, 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.

E.R.P.

Officer

HCP Associates Inc *(Company Name)*

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 26th day of September by Eric R. Polin's Managing Partner *(name and title of corporate officer)* of HCP Associates, Inc *(Name of Corporation)*, a Florida *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

Dana Lynn Cronin *(Signature line for notary public)*

Dana Lynn Cronin *(Name of notary type, printed or stamped)*

Administrator *(Title or rank)*

My commission expires: 06/05/2025
Serial number, if any _____

Notary Public State of Florida
Dana Lynn Cronin
My Commission HH 134152
Expires 06/05/2025

E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: HCP Associates, Inc.

Authorized Signature: E.R.P.L.

Title: Managing Partner

Date: 9/26/2022

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: HCP Associates, Inc.

Authorized Signature: E.R.P.

Title: Managing Partner

Date: 9/26/22

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

Firm: HCP Associates, Inc.
Name of Company – Please Print

Signature: E.R.P.
Authorized Company Representative

Name/Title: Eric R. Polins, Managing Partner

Address: 1101 Channelside Dr. Ste 301
Tampa, FL 33602

Date: 9/26/22

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS**.

E.R.P. — Authorized Signature

9/26/22 — Date

Eric R. Pollis — Printed Name

HCP Associates, Inc — Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 26th day of September A.D. 2022

_____ (Seal) By: Dana Lynn Cronn

Title: Administrator

HCP Associates, Inc. CORPORATE SEAL Est. 1986



HCP Associates, Inc.
Joseph Garcia International Center
1101 Channelside Drive, Suite 301
Tampa, FL 33602

Eric R. Polins
Senior Communications
Strategist/Partner
E-Mail: epolins@hcpassociates.com
Phone: 813-318-0565 Ext. 104



September 27, 2022

City of Zephyrhills
ATTN: Purchasing Dept
5335 8th Street
Zephyrhills. FL 33542

Re: RFQ No. 35-22-05
Professional Services – CRA, Planning and Public Works

Dear Evaluation Committee Members,

Kerns Family Construction Company, Inc. is pleased to submit our qualifications to the City of Zephyrhills to provide professional construction professional services for the CRA, Planning and Public Works. As a local company, we are excited about the opportunity to continue our working relationship with City of Zephyrhills.

Kerns Family Construction has over 60 years of combined real estate and construction experience with both residential and commercial construction. Additionally, Tony and Linda Kerns have partnered through Hometown Roofing & Construction, with a 3rd generation roofer who has extensive experience with all commercial and residential roofing applications. Together we provide our clients with the assurance that every project will be completed with a quality product, in a timely manner, and within budget.

Thank you for reviewing our submittal and we look forward to having the opportunity to continue working with City of Zephyrhills.

Sincerely,

Linda Starr Kerns
5031 Airport Road Zephyrhills Florida 33542
813.996.0772
kfc-inc.com

SUBMIT RESPONSE TO:		REQUEST FOR QUALIFICATIONS
CITY OF ZEPHYRHILLS VIA: BIDNETDIRECT.COM CUST NUMBER: 800-835-4603 BETWEEN 8 A.M-8 P.M.		Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455

PROPOSAL DOCUMENTS MAY BE OBTAINED AT

BIDNETDIRECT.COM

5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department

PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE	PROPOSAL RESPONSES OPENING DATE/TIME
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works	SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.

PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None

DATE: NONE SCHEDULED TIME:

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:
Kerns Family Construction Company Inc.
5031 Airport Road Zephyrhills FL 33542

If returning as a "NO" state reason:

TELPHONE NUMBER: 813.996.0772

EMAIL ADDRESS: linda@kfc-inc.com

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Coompany 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 Zephyrills. 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:
45-3807191

X

AUTHORIZED SIGNATURE

Linda Starr Kerns, Vice President

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 26 day of SEPTEMBER, 2022

Personally known: ☑ Or produced identification: ☐

Type of ID: N/A

Martin Harm — FL

Notary Signature — State

My commission expires: 6-4-2025

AFFIX NOTARY STAMP BELOW

Notary Public State of Florida
Martin Harry Harm
My Commission HH 138153
Expires 06/04/2025

BONDS

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.

City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works
RFQ DEADLINE: September 30, 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: 45-3807191

Required Documents:

- ☐ **Cover Page, Pg 1**
- ☐ **Applicant Firm Sheet, Pg 27**
- ☐ **SubConsultant/Contractor, Pg 29**
- ☐ **Public Entity Crimes, Pg 33**
- ☐ **Addenda Receipt Acknowledgement, Pg 35**
- ☐ **E-Verify, Pg 37**
- ☐ **References-Pg 30**
- ☐ **Non Collusive, Pg 36**
- ☐ **Resumes & Organization Chart, Pg 23**
- ☐ **RFQ Response Form, Pg 3**
- ☐ **RFQ Table of Contents, Pg 28**
- ☐ **References, Pg 30**
- ☐ **Error & Omissions, Pg 38**
- ☐ **Debarment, Pg 39**
- ☐ **RFQ Acceptance, Pg 40**
- ☐ **Business Tax Receipt and Licenses, etc**
- ☐ **Drug Free WorkPlace, Pg 31**

FIRM NAME: Kerns Family Construction Company Inc.

SUBMITTER'S NAME/TITLE: Linda Starr Kerns, Vice President

ADDRESS: 5031 Airport Road Zephryhills FL 33542

TELEPHONE NUMBER 813.996.0772 FAX

EMAIL ADDRESS linda@kfc-inc.com

Firm Representative Signature: Date 9.26.22

Notary or Corporate

Martin H Harm FL 6a4-25

Notary Public State of Florida
Martin Harry Harm
My Commission HH 138153
Expires 06/04/2025

PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS – 35-22-05
APPLICANT FIRM

Project Title: PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

APPLICANT FIRM NAME: Kerns Family Construction Company Inc.

ADDRESS: 5031 Airport Road Zephryhills FL 33542

TELEPHONE NUMBER: 813.996.0772

FAX NUMBER:

CONTACT PERSON/TITLE: Linda Starr Kerns, Vice President

EMAIL ADDRESS: linda@kfc-inc.com

ALT CONTACT PERSON/TITLE: Tony Kerns, President

EMAIL ADDRESS: tony@kfc-inc.com

FEDERAL TAX ID NUMBER: 45-3807191

Type Ownership: S Corporation

Submittal for___ Parent Company ___ Branch or Subsidiary

Parent Company, if any:

Former Parent Company/Companies:

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

Linda Starr Kerns 813.833.0972

Tony Kerns 813.294.5158

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

5031 Airport Road Zephryhills FL 33542



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SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-05

SUBCONSULTANT/CONTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1. Hometown Services of Florida, Inc. DBA Hometown Roofing & Construction 5031 Airport Road Zephyrhills, FL 33542	1. Roofing
2. Reese Electrical, Inc. P.O. BOX 862 Zephyrhills, FL 33539-0862	2. Electrical
3. Jackson Plumbing, Inc. 6947 Land O' Lakes Blvd. Land O' Lakes, FL 34638	3. Plumbing
4.	4.
5.	5.

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works

Kerns Family Construction Company, Inc. has experienced staff that have managed and completed many projects of similar nature. We have the financial stability required to support a project of this magnitude due to our financial position, good- standing in our banking relationships and large pipeline of work. We carry all required insurances at limits that meet or exceed normal requirements.

Main Banking
Truist Bank
Lisa Francis
7914 Land O Lakes Blvd.
Land O Lakes, FL 34638
813.345.3252

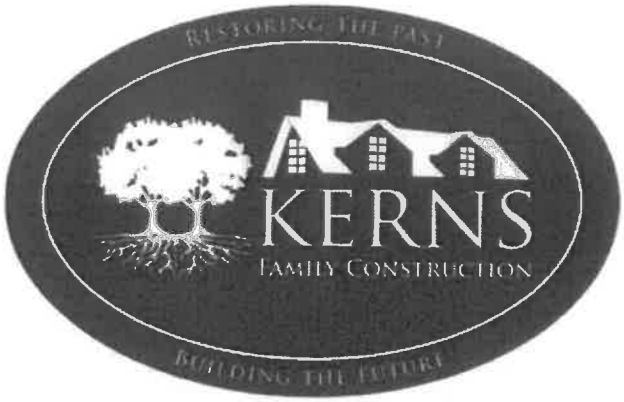
Project Completion Record
No Contracts Canceled.

No Previous Violations
Kerns Family Construction Company, Inc. does not have any past or pending citations, violations, or disbarments.

No Regulatory or License Agency Sanctions
Kerns Family Construction Company, Inc., and its owners have not received any reprimands or been suspended by their respective boards or any other regulatory agency or professional association.

No Litigation, Claims, or Contract Disputes
Kerns Family Construction Company, Inc. does not have any history of litigation associated with project performance and/or professional liability.

Firm's Bonding Company/Agent
ProSure Group
7217 Benjamin Road
Tampa, FL 33634
Danielle Whalen
813.243.1110



With over 60 years combined in the real estate and construction industries, our family run business is uniquely staffed to service our Clients like no other. And it's this experience, our personalized approach and our rigorous quality assurance standards which drastically differentiate our organization. We are proud of our in-house proprietary systems for managing many of the key processes: bidding, budgeting, final touches and walk-through details. These allow us to efficiently approach each and every job as a custom project, no matter how big or small. Somebody will be calling the result 'HOME', and that is always the foremost priority in our minds. We ask ourselves at the end of each and every job, would we be EXCEEDINGLY SATISFIED if this was our residence or business? Because for Kerns Family Construction, our name is on it – and it IS personal!

Our distinct service offerings include:

- Remodels and Historic Home Renovations
- Custom Homes & Renovations
- Commercial Build-outs
- New Construction – Commercial and Residential
- Commercial and Residential Roofing

We are licensed and insured, and we only partner with licensed and insured HVAC, roofing, electrical and plumbing subcontractors who have been rigorously vetted to ensure our ability to offer a seamless experience to all of our Clients.

Kerns Family Construction is proud to be an Aurora Award winner, and as a leading construction service provider, the Partners at Kerns Family Construction are consistently educating themselves on the latest building trends and efficiencies in the industry so that we can continue to deliver the best product possible to our Clients.



Tony Kerns, the founder of Kerns Family Construction has been responsible for the utmost in quality construction for over 35 years. His body of work consists of numerous multi-family and single family residential projects, custom homes and commercial construction. With most his career spent in Florida and California, he has been acutely familiar with some of the strictest building codes in the country while working with exceptional builders and developers prior to starting his own firm in 2008. He is ultimately responsible for the successful execution of all Kerns Family Construction projects and ensures high-quality delivery, on time and on budget with the implementation of our vision and standards. Tony's energy and enthusiasm for construction is the foundation on which Kerns Family Construction is built.

As Vice President, **Linda Starr Kerns**, encompasses many roles for Kerns Family Construction, especially quality assurance, bidding and close out for all jobs. She is a licensed Real Estate Broker in the State of Florida and has over twenty years in real estate as the Executive Vice President for a leading developer, where she finalized entity formation, business terms, partnership agreements, coordinated legal documentation associated with land and property acquisitions, developed condominium association documents, managed human resources and handled all aspects of insurance and risk management. Her eye for detail, ability to multi-task and a vast knowledge of "what Buyers are looking for" ensures each Kerns Family project is delivered at the highest level!

With over 60 years combined in the real estate and construction industries, our family run business is uniquely staffed to ensure quality and timely completion of our projects. And it's with this experience, our personalized approach and our rigorous quality assurance standards which drastically differentiates our organization. We are proud of our in-house proprietary systems for managing many of the key processes: bidding, budgeting, final touches and walk-through details. These allow us to efficiently approach each job as a custom project, no matter how big or small. Somebody will be calling the result 'HOME', and that is always the foremost priority in our minds.

We are licensed and insured with in house employees, and we only partner with licensed and insured HVAC, roofing, electrical and plumbing subcontractors who have been rigorously vetted to ensure our ability to offer a seamless experience.



Client List

In addition to an elite list of custom build and renovation homeowner's around the Bay area, Kerns Family Construction has a distinguished portfolio of REIT clients purchasing for their rental portfolio and financial institutions requiring REO renovation services. Here is a sampling of Clients utilizing these services:

- City of Zephyrhills
- State of Florida Department of Forestry
- Ace Hardware
- Waypoint Homes
- The American Homes
- USA Homeownership
- Home Depot
- Premiere Asset Services
- PNC
- Dakota Asset Management
- Regions Mortgage
- Many Licensed Real Estate Brokers and Sales Associates in the Greater Tampa Bay area



Kerns Family Construction Company, Inc. has an in house safety program that our employees follow. In addition to our in house employees, any subcontractor is required to follow OSHA guidelines, name Kerns Family Construction and its client as additional insured. Each subcontractor is required to hold a minimum of $1 million in coverage, and higher if project warrants. All subcontractors are required to submit all proof of insurance prior to job commencement.

RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS
Business References (For Similar Program/Projects)
(Max 10 references and 3 pages) **SAMPLE COPY**

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1. Company Name
   Project Title Carriage House Project Location
   Project Description Historical Renovation
   Project Start: 08-2020 Project Completion Date 01-2021
   Owner Name City of Zephyrhills
   Owner Address 5335 8th Street Zephyrhills FL 33542
   Phone Number and **Email** Gail Hamilton
   Project Amount 154,877.96
   Services completed in Budget? Yes X No__ Why?_____
   Services completed on time? Yes X No__ Why?_____

2. Company Name Florida Forestry Services
   Project Title Croom Restrooms Project Location 6420 La Rosa Rd. Brooksville, FL 34601
   Project Description Croom Motorcycle Area Day Use Area Restroom Renovation
   Project Start: 04-01-2022 Project Completion Date 06-08-2022
   Owner Name Florida Forestry Services - Gerri Velazquez
   Owner Address 15019 Broad Street Brooksville, FL 34601
   Phone Number and **Email** Office: (352) 797-4124 Gerri.Velazquez@fdacs.gov
   Project Amount $88,014
   Services completed in Budget? Yes X No__ Why?_____
   Services completed on time? Yes X No__ Why?_____

3. Company Name Florida Forestry Services
   Project Title Rock lake Lodge/Office Renovation Project Location 8392 Rock Lake Rd. Brooksville, FL 34601
   Project Description Flooring installation
   Project Start: 03-30-2022 Project Completion Date 05-11-22
   Owner Name Florida Forestry Services - Gerri Velazquez
   Owner Address 15019 Broad Street Brooksville, FL 34601
   Phone Number and **Email** (352) 797-4124 Gerri.Velazquez@fdacs.gov
   Project Amount 56,831.61
   Services completed in Budget? Yes X No__ Why?_____
   Services completed on time? Yes X No__ Why?_____

4. Company Name Florida Forestry Services
   Project Title Bushnell House Residence Renovation 62 & 67 Project Location 62 & 67 CR 538 Bushnell, FL 33513
   Project Description Installation of lap siding and kitchen renovation
   Project Start: 11-21-2021 Project Completion Date 02-02-2022
   Owner Name Florida Forestry Services - Gerri Velazquez
   Owner Address 15019 Broad Street Brooksville, FL 34601
   Phone Number and **Email** (352) 797-4124 Gerri.Velazquez@fdacs.gov
   Project Amount 89,000.00
   Services completed in Budget? Yes X No__ Why?_____
   Services completed on time? Yes X No__ Why?_____

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KERNS, TONY V

KERNS FAMILY CONSTRUCTION COMPANY, INC.
5031 AIRPORT ROAD
ZEPHYRHILLS FL 33542

LICENSE NUMBER: CBC1255980

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PASCO COUNTY BUSINESS TAX RECEIPT

2022
Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

ACCOUNT #:: 98001

SIC CODE: 1541.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
BUILDING CONTRACTOR

STATE LICENSE #
CBC1255980

OWNER/QUALIFYING AGENT
KERNS TONY

KERNS FAMILY CONSTRUCTION COMPANY INC

5031 AIRPORT RD
ZEPHYRHILLS, FL 33542

LOCATION ADDRESS:
5031 AIRPORT RD
ZEPHYRHILLS, FL 33542

DATE	RECEIPT	AMOUNT
07/30/2021	21-1-122905	31.25

Business Owner: KERNS FAMILY CONSTRUCTION CO

CITY OF ZERHYRHILLS
BUSINESS TAX RECEIPT

5335 Eighth Street
Zephyrhills, FL 33542
License Year July 1, 2021 to September 30, 2022

Business Tax Receipt Number: 0
Issue Date: 09/30/2021

Business Address: 5031 Airport Rd
ZEPHYRHILLS, FL 33542

BTR #: 000498-2020
Business Tax Receipt: $55.13
Total Amount Due: $55.13
Amount Paid: $55.13
Payment Type: Check
Payment Date: 08/03/2021
Receipt #: REC-003734-2021

Business Type: 301 Building Contractor
State Certification:

Mailing Address: KERNS FAMILY CONSTRUCTION CO
KERNS, TONY
5031 Airport Rd
ZEPHYRHILLS, FL 33542

William C. Poe, Jr.
City Manager

SHALL BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2022

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	CONTACT NAME: Jane Collup	
Collup Insurance LLC 378 Cherokee Roseburg OR 97471	PHONE (A/C, No, Ext): (541)647-1155	FAX (A/C, No): (541)637-0789
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Preferred Contractors Insurance Co.	12497
INSURED Kerns Family Construction Company Inc. 11927 Pasco Trails Blvd. Brooksville FL 34601	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PC437122	6/22/2022	6/22/2023	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ ☐						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

.Construction and Renovation Services for the City of Zephyrhills

CERTIFICATE HOLDER

City of Zephyrhills
5335 8th Street
Zephyrhills FL 33524

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

Jane Collup

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

Date: 2/17/2022

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2022	01/01/2023	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 93-67-876

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Kerns Family Construction Company, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:

ISSUE 01-27-21 (AR). REISSUE 02-17-22 (BP)

Begin Date: 8/8/2018

CERTIFICATE HOLDER

CITY OF ZEPHYRHILLS

5335 8TH STREET

ZEPHYRHILLS, FL 33542

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that Kerns Family Construction Company Inc. Type text here 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

9.26.22
Date

PUR062.036
re. 10/97

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05

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

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

by Linda Starr Kerns, Vice President
(print individual's name and title)

for Kerns Family Construction Company Inc.
(print name of entity submitting sworn statement)

whose business address is

5031 Airport Road Zephryhills FL 33542

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3807191

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

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

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

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

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

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

_____ 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 26 day of SEPTEMBER, 2022

Personally known ✓

Or Produced identification N/A

Notary Public – State of _____

_____

My commission expires 6-4-2024
(Type of Identification)

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

Notary Public State of Florida
Martin Harry Harm
My Commission HH 138153
Expires 06/04/2025

Addenda Receipt Acknowledgment
35-22-05

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT
35-22-05

State of Florida
County of _____

Linda Starr Kerns, being first duly sworn, deposes and says that he/she is

Vice 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.

Officer

Kerns Family Construction Company Inc. *(Company Name)*

State of Florida
County of Pasco

The foregoing instrument was acknowledged before me this 26 day of SEPTEMBER by Linda Starr Kerns *(name and title of corporate officer)* of Kerns Family Construct *(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.

Martin H. Harm *(Signature line for notary public)*

MARTIN H. HARM *(Name of notary type, printed or stamped)*

N/A *(Title or rank)*

My commission expires: 6-4-2025
Serial number, if any HH 138153

Notary Public State of Florida
Martin Harry Harm
My Commission HH 138153
Expires 06/04/2025

E-VERIFY

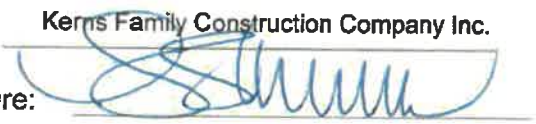
RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: Kerns Family Construction Company Inc.

Authorized Signature: 

Title: Vice President

Date: 9.26.22

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: Kerns Family Construction Company Inc.

Authorized Signature:

Title: Vice President

Date: 9.26.22

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

1. The prospective Vendor, Linda Starr Kerns, Vice President, 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: Kerns Family Construction Company Inc.
Name of Company - Please Print

Signature:
Authorized Company Representative

Name/Title: Linda Starr Kerns, Vice President

Address: 5031 Airport Road Zephryhills FL 33542

Date: 9.26.22

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS.**

Authorized Signature

9.26.22
Date

Linda Starr Kerns
Printed Name

Kerns Family Construction Company Inc.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 26th day of September A.D. 2022

Notary Public State of Florida
Martin Harry Harm
My Commission HH 138153
Expires 08/04/2025

(Seal) By: Martin H Harm

Title: N/A

Prepared for: ZEPHYRHILLS

Professional Services City-Wide *for*

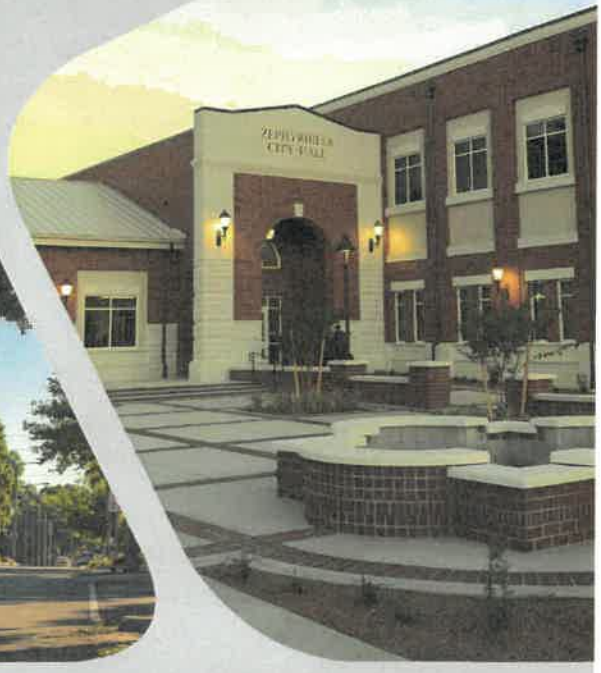
Community Redevelopment Agency, Planning, *and* Public Works

Prepared by:

Kimley»Horn

Expect More. Experience Better.







GM0C45030.2022

Re: Professional Services – City Wide for CRA, Planning, and Public Works; RFP 35-22-05

October 7, 2022

City of Zephyrhills
Purchasing Department
5344 9th Street
Zephyrhills, FL 33542

Kimley-Horn
201 North Franklin Street, Suite 1400
Tampa, FL 33602
813.620.1460



Dear Selection Committee Members:

Kimley-Horn is extremely excited about this opportunity to continue our decades-long service to the City of Zephyrhills and submit our qualifications to provide professional engineering, planning, and community redevelopment agency (CRA) services. Our team of dedicated and talented individuals is characterized by technical excellence; expertise in the broad range of services that may be required by the City in the areas of grant assistance, community redevelopment, planning, and public works; and extensive and unmatched experience with similar professional consulting services projects. Our team has personal relationships with City staff and knowledge necessary to provide immediate assistance to the City in the disciplines and areas of service that you have outlined in RFP 35-22-05. We believe our local team offers many clear beneficial separators for this project:

Proven Track Record with the City of Zephyrhills. Kimley-Horn has essential local knowledge of issues, conditions, and unique characteristics of the City. Kimley-Horn first worked in the City in the early 2000's on a transportation impact fee assignment. Based upon the success of this opportunity, Kimley-Horn was selected as a continuing consultant for the City and has been serving the City for almost 20 years. Kimley-Horn's experience and familiarity with the City provides you with a continuity of staff which allows us to anticipate, understand, and respond proactively to your needs. Because we've served you successfully before, no time needs to be spent with retraining and we can continue to be an extension of your staff, as you have seen throughout the years.

Multidisciplinary Firm with a Local Touch. Kimley-Horn offers the City the individual, personal service that you would expect from a local firm, coupled with the staffpower and technical resources of a nationally ranked consulting firm. We are empowered to call upon any resources you may need and can assure you that expertise is only a phone call away. Kimley-Horn has proven to the City that we are a partner that will help you succeed in whatever your needs are, and we have shown that through a proven record of client service, adaptability, versatility, and responsiveness. We are a firm with many disciplines, but one expertise—making our clients successful. No matter what the task, we can handle it!

Grant Assistance. Kimley-Horn understands that obtaining successful funding and the identification of potential public and private sources is critical to your projects, and we will work to identify alternative funding and financing strategies within multiple categories. We will provide insight into the opportunities available, and the procedures required to obtain funding. Kimley-Horn has experience providing assistance to the City of Zephyrhills resulting in $35,000 for a Competitive Florida Partnership Grant to create an Economic Development and Disaster Recovery Plan. We have developed a resource library of information on state and federal funding sources and will continue to assist you in making the most of available resources.

Commitment to the City's Success. Decades long personal commitment, abundant technical resources, and unmatched Zephyrhills knowledge and experience make Kimley-Horn a great partner for the City. As your partner, we pledge to always put the City's best interests first and to provide the highest quality of services and technical expertise. We look forward to continuing to grow our decades-long relationship with the City and its staff.

Sincerely,
KIMLEY-HORN

Dawn Dodge, P.E., LEED AP
Project Manager

Christopher Hatton, P.E.
Principal-in-Charge/Senior Vice President

Professional Services City-Wide *for*

Community Redevelopment Agency, Planning, *and* Public Works

Tab A

Cover Sheet

A. Cover Page

SUBMIT RESPONSE TO:
CITY OF ZEPHYRHILLS
VIA: BIDNETDIRECT.COM
CUST NUMBER: 800-835-4603
BETWEEN 8 A.M-8 P.M.

REQUEST FOR QUALIFICATIONS
Response Acknowledgement

PURCHASING AGENT: Karen Miller
Phone: 813-780-0000 x3536
Email: kmiller@ci.zephyrhills.fl.us

AN EQUAL OPPORTUNITY EMPLOYER
FLORIDA TAX EXEMPT #85-8012740166C-4
FEDERAL IDENTIFICATION NUMBER #59-6000455

PROPOSAL DOCUMENTS MAY BE OBTAINED AT:
BIDNETDIRECT.COM
5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department

PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE	PROPOSAL RESPONSES OPENING DATE/TIME
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works	SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.

PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None
DATE: NONE SCHEDULED **TIME:**

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:
Kimley-Horn and Associates, Inc.
201 North Franklin Street, Suite 1400
Tampa, FL 33602

If returning as a "NO" state reason:

TELPHONE NUMBER: 813.620.1460
EMAIL ADDRESS: Dawn.Dodge@kimley-horn.com

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Coompany 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 Zephyrills. 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:
56-0885615

X Dawn Dodge

AUTHORIZED SIGNATURE
Dawn Dodge, P.E., LEED AP, Assistant Secretary
PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 23rd day of September, 2022
Personally known: ☑ Or produced identification: ☐
Type of ID: _____
By means of ✓ physical presence or ___ online notarization.

Jeanne M. Doucet — Florida
Notary Signature — State

My commission expires: 08/12/2026

AFFIX NOTARY STAMP BELOW

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

BONDS

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.

Professional Services City-Wide *for*

Community Redevelopment Agency, Planning, *and* Public Works

Tab B

RFQ Response Form

B. RFQ Response Form

City of Zephyrhills
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-05
PROJECT NAME: Professional Services-CRA, Planning and Public Works
RFQ DEADLINE: September 30, 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: 56-0885615

Required Documents:

- [X] **Cover Page,** Pg 1
- [X] **Applicant Firm Sheet,** Pg 27
- [X] **SubConsultant/Contractor,** Pg 29
- [X] **Public Entity Crimes,** Pg 33
- [X] **Addenda Receipt Acknowledgement.** Pg 35
- [X] **E-Verify,** Pg 37
- [X] **References-Pg 30**
- [X] **Non Collusive,** Pg 36
- [X] **Resumes & Organization Chart,** Pg 23
- [X] **RFQ Response Form,** Pg 3
- [X] **RFQ Table of Contents,** Pg 28
- [X] **References,** Pg 30
- [X] **Error & Omissions,** Pg 38
- [X] **Debarment,** Pg 39
- [X] **RFQ Acceptance,** Pg 40
- [X] **Business Tax Receipt and Licenses, etc**
- [X] **Drug Free WorkPlace,** Pg 31

FIRM NAME: Kimley-Horn and Associates, Inc.

SUBMITTER'S NAME/TITLE: Dawn Dodge, P.E., LEED AP/Assistant Secretary

ADDRESS: 201 North Franklin Street, Suite 1400, Tampa, FL 33602

TELEPHONE NUMBER 813.620.1460 FAX N.A.

EMAIL ADDRESS Dawn.Dodge@kimley-horn.com

Firm Representative Signature: _____ Date 9/23/2022

Notary or Corporate

Sworn to and subscribed before me this 23rd day of September, 2022.

By means of ✓ physical presence or ___ online notarization

Personally known: ✓ Or Produced Identification: _____

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

Jeanne M. Doucet

Notary Public - State of Florida Commission Expires: 08/12/2026

Professional Services City-Wide *for*

Community Redevelopment Agency, Planning, *and* Public Works

Tab C

Applicant Firm Form

C. Applicant Firm Form

PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS – 35-22-05
APPLICANT FIRM

Project Title: PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

APPLICANT FIRM NAME: Kimley-Horn and Associates, Inc.

ADDRESS: 201 North Franklin Street, Suite 1400, Tampa, FL 33602

TELEPHONE NUMBER: 813.620.1460

FAX NUMBER: N.A.

CONTACT PERSON/TITLE: Dawn Dodge, P.E., LEED AP/Project Manager

EMAIL ADDRESS: Dawn.Dodge@kimley-horn.com

ALT CONTACT PERSON/TITLE: Christopher Hatton, P.E./Princpal-in-Charge

EMAIL ADDRESS: Christopher.Hatton@kimley-horn.com

FEDERAL TAX ID NUMBER: 56-0885615

Type Ownership: Corporation
Submittal for___ Parent Company X Branch or Subsidiary

Parent Company, if any:

Former Parent Company/Companies:

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

Jonathan Thigpen, P.E./Principal, Senior Vice President/407.427.1634

Christopher Hatton/ P.E., Principal, Senior Vice President/ 813.635.5523

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

27

Kimley-Horn Office Locations

City	State	Number of Personnel
Akron	OH	26
Alpharetta	GA	123
Atlanta	GA	168
Austin	TX	161
Austin	TX	115
Baltimore	MD	28
Birmingham	AL	21
Boise	ID	34
Broomfield	CO	26
Bryan	TX	26
Capitola	CA	2
Celina	TX	33
Charleston	SC	25
Charlotte	NC	159
Chicago	IL	66
Childress	TX	9
Colorado Springs	CO	36
Columbia	SC	23
Columbus	OH	53
Coral Gables	FL	86
Dallas	TX	347
Dallas	TX	0
Deerfield	IL	31
Delray Beach	FL	27
Denton	TX	14
Denver	CO	21
Denver	CO	181
Durham	NC	33
Durham	NC	0
Everett	WA	14
Fort Collins	CO	23
Fort Myers	FL	41
Fort Worth	TX	148
Franklin	TN	12
Frisco	TX	123
Gainesville	FL	21
Greenville	SC	0
Guaynabo	PR	13
Hoboken	NJ	1
Holly Springs	NC	6
Houston	TX	146
Huntington	WV	0
Indian Wells	CA	2
Indianapolis	IN	59
Irving	TX	55
Jackson	TN	0
Jacksonville	FL	72
Kansas City	MO	28
Lakeland	FL	42
Las Vegas	NV	99
Lehi	UT	8
Livonia	MI	1
Los Angeles	CA	94
Lubbock	TX	26
Madison	WI	0
McKinney	TX	57
Mechanicsburg	PA	8
Melbourne	FL	13
Memphis	TN	57
Mesa	AZ	78
Milwaukee	WI	0
Mobile	AL	10
Nashville	TN	124
New York	NY	12
Newport News	VA	5
Oakland	CA	30
Ocala	FL	40
Oklahoma City	OK	29
Orange	CA	190
Orlando	FL	260
Panama City Beach	FL	10
Peachtree Corners	GA	55
Philadelphia	PA	39
Phoenix	AZ	263
Pittsburgh	PA	12
Plantation	FL	89
Pleasanton	CA	72
Plymouth Meeting	PA	5
Portland	OR	14
Prescott	AZ	6
Princeton	NJ	26
Raleigh	NC	326
Reno	NV	35
Reston	VA	189
Richmond	VA	83
Riverside	CA	35
Rochester	MN	4
Sacramento	CA	73
Saint Paul	MN	246
Salinas	CA	0
Salt Lake City	UT	74
San Antonio	TX	84
San Diego	CA	152
San Jose	CA	42
San Marcos	TX	11
San Mateo	CA	9
Sarasota	FL	89
Savannah	GA	16
Seattle	WA	52
Snowmass Village	CO	1
Southfield	MI	2
St. Petersburg	FL	43
Tallahassee	FL	58
Tampa	FL	83
The Woodlands	TX	32
Towson	MD	16
Tucson	AZ	30
Vero Beach	FL	59
Virginia Beach	VA	118
Waltham	MA	14
Warrenville	IL	121
Washington	DC	23
West Palm Beach	FL	168

Affiliated Companies

[1]Kimley-Horn of New York, P.C.
[2]Kimley-Horn of Puerto Rico, LLC
[3]Kimley-Horn of Michigan, Inc.

Professional Services City-Wide *for*

Community Redevelopment Agency, Planning, *and* Public Works

Tab D

Table of Contents

D. Table of Contents

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F Financial Responsibility 8

G Evaluation Criteria 10

H Resumes 40

I References 46

J Licenses 49

K Forms 55

- Drug Free Workplace
- Public Entity Crimes
- Addenda Acknowledgement
- Non-Collusive Affidavit
- E-Verify
- Errors or Omissions
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- RFQ Acceptance

Professional Services City-Wide *for*

Community Redevelopment Agency, Planning, *and* Public Works

Tab E

Subconsultant/Firm Data Sheet

E. Subconsultant/Firm Data Sheet

SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-05

SUBCONSULTANT/CONTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1. AREHNA Engineering, Inc. 5012 West Lemon Street Tampa, FL 33609 813.944.3464	1. Geotechnical Engineering
2. DC Johnson & Associates, Inc. 11911 South Curley Street San Antonio, FL 33576 352.588.2768	2. Surveying
3.	3.
4.	4.
5.	5.

Professional Services City-Wide *for*

Community Redevelopment Agency,
Planning, *and* Public Works

Tab F

Financial Responsibility

Professional Services City-Wide *for*

Community Redevelopment Agency,
Planning, *and* Public Works

Tab G

Evaluation Criteria

F. Financial Responsibility

Main Banking Reference

Kimley-Horn has operated on a sound financial basis since its founding in 1967. Our solid fiscal management practices have contributed to our steady rise on *Engineering News-Record's* list of the top 500 design firms in the nation. We have no history of credit problems or bankruptcy. Kimley-Horn is a privately held, employee-owned corporation that has been in business for 55 years. We have more than adequate financial resources and lines of credit to assure the successful completion of any assignment under this contract.

Kimley-Horn and Associates, Inc. is a full-service engineering and consulting firm with 2020 revenues of $1.2 billion. Kimley-Horn has been in business since 1967. We are financially strong, and we are committed to our continued financial health. As of December 31, 2020, the Company had total assets of $630 million and stockholder's equity of approximately $181 million. In addition to the financial resources noted, Kimley-Horn also has an untapped $10 million operating line of credit available for short-term cash flow needs. The Company's cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong.

Kimley-Horn uses one institutional lender, Wells Fargo. If necessary, reference information can be obtained from the following contact:

Michael Pugsley
Senior Vice President
Wells Fargo Bank, N.A.
150 Fayetteville Street, Suite 600
PO Box 3008
Raleigh, NC 27601
919.881.6469

For any questions regarding Kimley-Horn's financial status, please contact Lindsey Balltzglier, Controller, at 919.678.4141. **A letter of reference from Michael Pugsley, Portfolio Manager at Wells Fargo Bank N.A., where Kimley-Horn holds its accounts is available on the following page.**

Has the Firm Ever Failed to Complete Any Work Awarded to It or Been Removed From Any Project Awarded to the Firm?

No, Kimley-Horn has not failed to complete a project unless the project had been canceled by the client or there was a breach of contract on behalf of the client (i.e. failure to pay).

List the Contact Person, Addresses, and Phone Numbers for the Firm's Bonding Company and Agent

Bonding is not applicable to the professional services Kimley-Horn provides.

WELLS FARGO

Triangle / Eastern NC
Commercial Banking
MAC D0182-063
150 Fayetteville Street
Raleigh, NC 26701

January 10, 2022

Re: Kimley-Horn and Associates, Inc.

To Whom It May Concern:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") has been a satisfactory customer of Wells Fargo Bank, N.A. for over thirty-five years. The Bank has provided Kimley-Horn with deposit accounts, loans and other Bank services that have been handled in a satisfactory, responsible and professional manner.

Kimley-Horn maintains deposit balances that have averaged a low eight figure value in the last twelve months.

Wells Fargo provides Kimley-Horn a committed line of credit of a low eight figure value. The line of credit has no outstanding balance as of the date of this letter.

Wells Fargo and its affiliates provides Kimley-Horn investment management services on a fixed income portfolio that averages a high eight figure value.

Wells Fargo is pleased with Kimley-Horn's banking relationship and hopes to provide banking services to the company in the future.

If you have any questions or would like additional information, please contact me at (919) 881-6469.

Sincerely,

Michael Pugsley
Relationship Manager
Triangle Eastern NC Middle Market Banking

Together we'll go far



G. Evaluation Criteria

Qualifications and Experience of Proposed Project Team

Firm Overview

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting engineering firms in the nation—and a recognized leader in land development. Today, Kimley-Horn has more than 6,000 employees in more than 100 offices across the United States and in Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

Engineering News-Record (ENR) annually compiles and publishes the rankings of the 500 largest U.S. design firms (architectural and engineering firms), measured by gross revenues. Kimley-Horn's sound growth and stability is reflected in its steady rise on *ENR's* top 500 list. The firm first appeared on the list in 1981, when it ranked 421st. In 2022, Kimley-Horn ranked 10th overall and 3rd among the top 100 "pure design firms." This growth has been accompanied by a steadfast commitment to providing responsive client service and pursuing continuous quality improvement.

The following awards provide even more insight into Kimley-Horn's culture and the capabilities of our professionals:

- In 2021, we ranked #1 among Building Design + Construction's (BD+C) Top 75 Engineering Architecture Firms
- In 2021, *Fortune Magazine* ranked Kimley-Horn #22 on its list of "The 100 Best Companies to Work For." Our focus on a quality firm culture and stable employee base greatly influences our ability to exceed client expectations; we attract the best talent and retain them, strengthening our reputation for effective management and lasting partnerships with our clients.
- Each year since 2008, Kimley-Horn has been recognized by *ENR* as one of the nation's "Top Green Design Firms." More than 100 of our professionals across the firm have earned LEED accreditations.



Subconsultants

Kimley-Horn emphasizes the value of building structured working relationships to obtain the greatest combination of skills and professionalism to offer dependable quality service to our clients. Our subconsultants are selected based on years of working together on numerous projects, their proven abilities to follow through, superiority in their fields of expertise, and strong commitment to teamwork. Project Manager, **Dawn Dodge, P.E., LEED AP**, will coordinate with each subconsultant firm to ensure that they adhere to Kimley-Horn's established policies and procedures.

DC Johnson & Associates – Surveying

D.C. Johnson & Associates (DCJ) was established in 1982, and since then has developed a reputation among clients as a professional, responsible, and ethical organization by providing a high degree of service tailored to the needs of each project at hand. They understand the need to provide clients with clear and defensible surveys, and they have become the first choice for many private, professional, commercial, and governmental clients for surveying and construction layout services. They are highly qualified providing construction layout services for a wide variety of improvements including roadways, utilities, earthwork and complex grading, structures both simple and complex, utilities, golf courses, utilities, stormwater management, and many unique improvements requiring creative approaches in order to provide a clear and practical layout. DCJ has previously provided survey services for the City of Zephyrhills, including Boundary surveys, Topographic Surveys, Construction Layout Surveys, As-Built Surveys, and legal descriptions for projects ranging from Public and municipal buildings, Recreational Facilities, Public Works Utilities, Roadways and Rights-of-Way, and Air Transportation Facilities.

ARHENA Engineering, Inc. – Geotechnical

AREHNA Engineering, Inc. is a geotechnical engineering and materials testing firm with an experienced staff of engineers, who work closely with clients and project design teams, carefully consider project information, and provide the most cost-effective solutions to the challenges faced on each project. Project experience includes geotechnical engineering and materials testing projects for roadway improvements, complete streets, parks and trails, safety and bike and pedestrian improvements, water, wastewater, stormwater projects, as well as new municipal facilities and expansions for Counties and Cities throughout the State, including the City of Zephyrhills. AREHNA Engineering is FDOT prequalified and a certified Woman Owned firm with the State of Florida.

Project Team Organization

Responsiveness means that we are available to you when you need us; it also means that the person you deal with is familiar with every facet of the project. Our project manager, **Dawn Dodge, P.E., LEED AP**, will serve as the City of Zephyrhills's personal point of contact, with full authority to make decisions that benefit the City. Your first point of contact will always be Dawn; she will assess your project's needs and decide the appropriate team members to serve you. Dawn also has access to the full range of technical resources available within Kimley-Horn. In addition, our project team has the experience required to develop appropriate targets, tailor suitable courses of action, and provide timely decision making for any unexpected challenges that may arise.

Responsive Project Manager and Key Team Members You Know



Dawn Dodge, P.E., LEED AP | Project Manager; Public Works Task Leader; Stormwater Management; Professional Engineering

80% % Time Committed to City Projects

Dawn has over 16 years of experience designing and managing commercial, industrial, and residential land development projects. She also has experience in the design of municipal, park, and transportation facilities. Dawn's hands on approach and extensive experience in both the public sector and private sector make her a knowledgeable and adept project manager who is immersed in design with a complete understanding of the issues encountered on large-scale projects. Dawn has direct experience with regulatory programs of local municipalities and counties including Southwest Florida Water Management District (SWFWMD), the Federal Emergency Management Agency (FEMA), the Florida Department of Transportation (FDOT), and the United States Army Corps of Engineers (USACE).



Christopher Hatton, P.E. | *Principal-in-Charge; Traffic/Transportation/ Transit; Pedestrian and Vehicular Traffic*

90% % Time Committed to City Projects

Christopher has over 31 years of experience involving traffic and transportation engineering services and studies, signal system construction engineering and inspection, corridor studies, circulation and parking studies, and planning services. Some of you already know Christopher through his recent experience as the project manager on the US 301 roadway enhancement project and transportation engineering and traffic operations study projects. Christopher was born and raised in the Tampa area and—as Tampa office leader—he is committed to providing the City of Zephyrhills with responsive service.



Dustin Ballard, P.E. | *Construction Management; Professional Engineering Construction Services*

70% % Time Committed to City Projects

Dustin has more than 21 years of experience in utility, mixed-use, residential, commercial, and light industrial engineering as a designer and professional engineer. His project experience includes lift station, forcemain, and vacuum collection system design; civil/site work for a variety of sites; design of wet and dry ponds; utility relocation inspection; design of water, wastewater, and collection systems; on-site construction inspection; and related recordkeeping. Dustin is also experienced in many aspects of environmental permitting, including cross-section details, volume calculations on dredge-and-fill permits, and gathering field information for DOT and county/railroad use permits, as well as processing partial/final FDEP certifications.



Allison Megrath, AICP | *Grant Assistance*

75% % Time Committed to City Projects

Allison has built a strong practice in grant writing and administration based on her 29-year career in community planning. She understands obtaining successful funding from a variety of sources is critical to many public sector projects. She has experience in all aspects of the grants process from identification, to preparing applications, to tracking award announcements, to administration, and finally successful project implementation and grant award close out. She has experience with many traditional and non-traditional funding programs such as Community Planning Technical Assistance Grants (TAG), Florida Recreation Development Assistance Program (FRDAP) Grants, Community Development Block Grants (CDBG), and Water Management District Rural Economic Development Initiative (REDI) Grants.



Kelley Klepper, AICP | *Planning and Building Task Leader; Community Redevelopment Agency Task Leader*

70% % Time Committed to City Projects

Kelley has 30 years of planning experience, including a thorough knowledge of comprehensive planning, growth management, public policy, form-based codes, DRIs, budgeting, urban growth boundaries and management, code updates, small/special area plans, transportation, development-related issues facing growing communities, and urban/rural design. He has successfully worked with the Department of Economic Opportunity (DEO) and other governmental agencies. In addition, he is experienced in coordinating and conducting public meetings, presentations and charrettes.



Jordan Walker, P.E. | *Water/Wastewater; Solid Waste and Recycling Collection*

80% % Time Committed to City Projects

Jordan is a water resources engineer with over 11 years of experience. Jordan's technical experience includes design, permitting, and construction of water and wastewater collection, transmission, treatment, and disposal systems. Jordan is knowledgeable with permitting through all agencies, including FDEP, SWFWMD, FDOT, and ACOE and provides construction phase services, including contractor solicitation, bid analyses, management recommendations, site construction management, and quality control. In addition, Jordan has planning experience including Capacity, Management, Operations and Maintenance (CMOM) development, hydraulic modeling, water and wastewater master planning, inflow and infiltration studies, and asset management program development.



Michael (Mike) Semago, P.E. | *Water/Wastewater*

75% % Time Committed to City Projects

Mike has 10 years of experience providing planning, design, permitting, and construction management of water, wastewater, and reclaimed water projects. He has assisted with design and managed numerous pump station and water/wastewater pipeline projects, from small scale to several million-dollar capital improvement projects. He has significant experience with sanitary sewer collection/transmission modeling, design of master pump stations, and pump station rehabilitation. Mike currently serves as the client service manager for the City of Temple Terrace on a variety of water/wastewater projects.



James Pankonin, P.A, ASLA, LEED AP | *Master Planning, General Planning, Codes/Ordinances; Parks and Recreation; Landscape Architecture*

70% % Time Committed to City Projects

James is a registered landscape architect with more than 18 years of experience. His project experience includes master planning and programming, streetscape design, parks and recreation design, site planning, amenity center programming and design, custom hardscape design and detailing, construction document preparation and permitting, construction phase services, and project team coordination. James is also experienced in facilitating public engagement meetings, design charrettes, and building consensus among diverse stakeholder groups. He has worked with many local municipalities to incorporate low impact development practices (such as bioswales and rain gardens) into the landscape design to capture and treat stormwater runoff.



Shelby Hughes, P.E. | *Utilities Task Leader*

80% % Time Committed to City Projects

Shelby is a water resources engineer with 10 years of experience involving water and wastewater utility projects. Shelby's technical experience includes planning, design, permitting, and construction of water and wastewater collection, transmission, and treatment systems. Shelby's project experience includes the design, permitting, and construction of multiple water resources projects. Shelby's experience also includes hydraulic modeling, sanitary sewer capacity analysis, water and wastewater master planning, force main assessments, inflow and infiltration studies, and asset management program development.

Ensuring Project Success Through Responsive Project Management

Kimley-Horn understands the value of assembling a strong project team; consequently, our team members have been strategically selected to serve the City. Project Manager, **Dawn Dodge, P.E., LEED AP**, and her staff are capable of providing all the necessary continuing engineering services required for RFQ #35-22-05. In addition, if necessary, Dawn can call upon the services of more than 1,200 Florida professionals to help with production needs as necessary to maintain project schedules and to take on the largest projects. **The organization chart on the following page** highlights our team structure and defines relationships among disciplines and tasks.



Zephyrhills Skate Park

Principal-in-Charge	Project Manager	Quality Assurance/Quality Control (QA/QC)
Christopher Hatton, P.E.	Dawn Dodge, P.E., LEED AP	Wayne White, P.E.

Planning and Building Task Leader
Kelly Klepper, AICP

Master Planning, General Planning, Codes/Ordinances
James Pankonin, PLA, ASLA, LEED AP
Philip DiMaria, Jr., AICP, CNU-A

Corridor Planning/ Urban Design
Michael Garau, P.E.
William Roll, Jr. AICP, CNU-A

Traffic/Transportation/Transit
Christopher Hatton, P.E.
William Roll, Jr. AICP, CNU-A
Clarence Eng, AICP

Parking
Brad Davis, AICP, CNU-A
Jared Schneider, AICP, CNU-A

Permitting
Brandon Masiello, P.E.

Grant Assistance
Allison Megrath, AICP
Alan Garri, P.E.

Sustainability and Resiliency
Chris Niforatos, P.E.

Surveying
DC Johnson

Utilities Task Leader
Shelby Hughes, P.E.

Water/Wastewater
Jordan Walker, P.E.
Michael (Mike) Semago, P.E.
Sarah Ecker, P.E.

Hydrology and Groundwater Modeling
Jason Sheasley, P.G.
William (Bill) Spinner, P.G.

Structural Engineering
Seth Schmid, P.E.

Construction Management
Dustin Ballard, P.E.
Kyle Matheny, E.I.

Electrical and Instrumentation Systems
Peter Syntax, P.E., LEED AP

Public Works Task Leader
Dawn Dodge, P.E., LEED AP

Stormwater Management
Dawn Dodge, P.E., LEED AP
Deborah Knighton, P.E.

Roads/Bridges/Intersections
John Seals, P.E.
Gary Nadeau, P.E.

Traffic Control and Erosion Control Plans
Scott Gilner, P.E.

Construction Management
Dustin Ballard, P.E.
Artie Cintron

Pedestrian and Vehicular Traffic
Christopher Hatton, P.E.
William Roll, Jr., AICP, CNU-A

Parks and Recreation
James Pankonin, PLA, ASLA, LEED AP
Jennifer Daoulas, PLA, ASLA

Landscape Architecture
James Pankonin, PLA, ASLA, LEED AP
Jennifer Daoulas, PLA, ASLA

Solid Waste and Recycling Collection
Jordan Walker, P.E.
Bo Conerly, P.E.

Environmental
William (Bill) Spinner, P.G.
Rick Browne, CHMM

Geotechnical
AREHNA Engineering, Inc.

Community Redevelopment Agency (CRA) Task Leader
Kelley Klepper, AICP

Urban Planning
William Roll, Jr., AICP, CNU-A
Jared Schneider, AICP, CNU-A

Professional Engineering
Dustin Ballard, P.E.
Dawn Dodge, P.E., LEED AP

Mechanical, Electrical, Plumbing (MEP)
Clayton Scelzi

Construction Services
Dustin Ballard, P.E.
Kyle Matheny, E.I.

Pre-Construction Phase Services

Provide a list of services your firm normally provides for construction management or general contractor services

Kimley-Horn excels at making our clients successful, from project beginning to end, including Bidding and Construction Phase services. We will prepare and can distribute bid documents on behalf of our clients, review contractor bids and prepare bid tabulation, and prepare a contractor recommendation. Although our aim is to prepare a plan set that can stand by itself, we will respond to contractor requests for information and clarification in a timely manner.

Routinely we serve clients as their representative during construction. Our experience with construction contract administration has made our designs more cost-effective and practical and gives us a unique ability to problem-solve in the field during construction.

Services

- Pre-construction conferences
- Weekly progress meetings
- Post construction, or project close-out meetings
- Meetings requested by client, contractor or agency
- Meeting agendas and minutes
- Weekly, biweekly or monthly construction progress reports
- Review drawings for conformance to project plans and specifications
- Review material mix designs for conformance to project specifications
- Respond to requests for information submitted by the contractor
- Request special inspections and review results of certificates of inspections (within area of responsibility)
- Review contractor change orders
- Take photos during construction and prepare photo logs
- Site observations to support "Approval of Construction" certifications
- Prepare as-built drawings
- Prepare Contractor punch list and final completion walk-through

Value Engineering

Kimley-Horn's Value Engineering (VE) philosophy is to provide constant value engineering by focusing on better decisions, better information, better analysis, cost reductions, increased productivity, and accurate deliverables throughout all project steps. VE is a key factor for developing successful projects that transition from study to design, and from design to construction. The challenges associated with each project task are solved creatively and effectively. Each step is reviewed by the most qualified professional to ensure the highest level of value.

At Kimley-Horn, we strive for incremental improvements with every design decision. The official definition of "Value Engineering" methodology includes a five-step process consisting of: (1) data collection and review, (2) evaluation, (3) alternatives, (4) comparisons, and (5) recommendations. The process can be a separate independent formal review or integrated into the design process. During design or review of a project, decisions comparing issues of cost, constructability, longevity, ease of installation and maintenance, among others, are always present.

Kimley-Horn's role in reviewing plans focuses on asking questions that allow decisions to be made that will increase return on the owner's investment by improving the value of the development. The best value is provided by the solution that maximizes the benefits being provided at the best price (considering initial and long-term costs), while meeting the overall design intent and the client's expectations.

Two (2) examples where value engineering was utilized on previous projects

Countess DeHoernle Park VE Services, Boca Raton, FL

Kimley-Horn was selected by the Greater Boca Raton Beach and Park District to perform a VE analysis of the design performed to date of the DeHoernle Park facility. The VE study was based on of the review of the 60 percent plans and specifications for the proposed eight athletic fields and a two-building complex facility. The VE study identified that the project as currently designed was several million dollars over budget and that proposed VE alternatives totaled savings of up to $6 million (with changes ranging from site drainage to building consolidation) that would provide the needed facilities at a cost that meets the available budget. The project was redesigned to include many of the recommended changes.

AquaSource North Regional Master Plan, Sarasota, FL

AquaSource Services and Technologies, Inc. (AquaSource) is a nationwide firm that owns and operates water and wastewater systems throughout the U.S. AquaSource owned and operated six wastewater treatment plants (WWTPs) in the northern part of Sarasota County. Many of these plants were older and in need of upgrade or expansion. They had a major task of consolidating these facilities and sending the flow to one regional WWTP. A major cost of this project was getting a force main from west to east across the county. Kimley-Horn identified an option of using an existing FPL right-of-way that was relatively free from conflicts and in direct line with many of the existing plants to be abandoned. The only other options would have been to construct a serpentine force main along existing builtout roadways, which would have cost many times more. When we first approached FPL, the answer was absolutely, "No." However, through continued discussions to identify their real concerns, we were able to facilitate an agreement that allowed the force main to be installed within their right-of-way.

As part of the AquaSource consolidation project, a major cost saving aspect was the utilization of an existing 80-acre borrow pit for reclaimed water storage. A berm with an average height of three feet was constructed around the borrow pit. The design was permitted through FDEP, SWFWMD, and Sarasota County. This provided cost-effective storage that eliminated the need to construct costly new storage ponds.



Wilson Community Center, Pool, and Park Complex, Boynton Beach, FL

Kimley-Horn worked with the City of Boynton Beach on the redevelopment of Wilson Community Center, Pool and Park Complex. Part of our work on the project included providing value engineering for options to the existing pool facility so that it could be upgraded and reused instead of the more costly option of demolishing it and starting from scratch. This saved the City $300,000. For all of these projects, we worked side-by-side with our clients to see if the site design, materials, or construction methods maximized the intended use of the site within the available project budget.





Describe the process to be used to obtain a Guaranteed Maximum Price (GMP) and for providing bonding for this project

Bonding is not applicable to the professional services Kimley-Horn provides.

Management Plan-Construction Phase

Describe your cost management plan for controlling costs on this project within the cost limitation during design and construction

Cost containment begins during initial project conception and continues through final certification of construction. While construction costs are the largest component of project budgets and the most burdensome contributors to budget overruns, they are not the only means by which budgets are exceeded. We understand that our municipal clients have a responsibility to be good stewards of public money, so they want to know what they are getting for their money.

The first, and most fundamental, element of cost containment is the contract or work authorization itself. We believe it is of paramount importance to begin a project with a clear understanding of the scope of services, schedule, budget, preferred methods and lines of communication, and other obligations of all parties. Development of a good plan with buy-in from all parties positions any project for success. Failure to thoughtfully develop a plan that is agreeable to all parties is a recipe for miscommunication or disputes that inevitably cost time and money. This fundamental concept applies to individual project authorizations between consultants and clients, as well as construction contracts between owners and general contractors.

Another important element of cost containment applicable to construction contracts is the quality and clarity of construction documents. Project plans and technical specifications need to clearly communicate the project requirements, including methods to address underground utility conflicts and other unforeseen conditions. We take pride in producing construction documents that address all of the issues on a project. We often incorporate specific conflict details in our plans to address possible conflicts, and we include specific pay items in the bid forms that define how the contractor is to be paid if those circumstances occur. This has proven to reduce the number of delay claims and change orders during construction because the contractor knows what to do when problems are encountered.

When it comes to competitively administering and evaluating bid packages, Kimley-Horn excels at making our clients successful, from project beginning to end, including bidding phase services. We will prepare and can distribute bid documents on behalf of the City, review contractor bids and prepare bid tabulation, and prepare a contractor recommendation. Although our aim is to prepare a plan set that can stand by itself, we will respond to contractor requests for information and clarification in a timely manner. Kimley-Horn's staff is experienced with all of the procedures associated with bidding projects to construction, including conducting pre-construction meetings, addressing contractor request for additional information, preparation of written addendums for the City review, and recommending contractor bids for award.



St. Petersburg - Neighborhood Transportation, Intersection Public Safety Program

Describe your change order management plan for managing cost and schedule exposures within the stated limitations

One of our goals in delivering exceptional client service is to reduce the number of change orders when a project goes to construction. Change orders are often due to unforeseen site conditions. Projects that experience higher percentages of change orders relative to construction costs often involve sites where subsurface conditions are not known or where existing utilities are not well documented. We usually address this through several methods—mandatory pre-bid meetings and site walks, site familiarity of the contractor prior to bidding, and field investigations.

Change orders can sometimes be due to insufficient details on plans and specifications. A quality control manager is assigned to each of our projects and all projects go through an intensive and thorough QA/QC program to minimize this condition. The project is reviewed not only for conformance to design standards but for constructability as well. We also aim to prevent change orders with frequent interaction and coordination with city staff to elicit feedback.

Lastly, change orders can result from unexpected conditions such as the owners or stakeholders not being informed or changing their minds about a set course of action. We have found that dissemination of information is vital to project success, as well as getting buy-in from the local community or other stakeholders (operations and maintenance staff, for example). We adhere to the "early and often" philosophy in establishing and maintaining a line of communication for all interested parties.



Merritt Island Redevelopment Agency Continuing Landscape Architecture and Planning

Describe your procurement plan

Bid assistance will include conducting a pre-bid meeting with the selected construction firm along with prospective contractors, answering bidders' questions, clarifying the final construction documents and project schedule, issuing required addenda, and evaluating submitted bids. Upon receipt of the bids, we will work with the selected construction firm and City staff to evaluate the best construction value and provide recommendations for efficient contractor selection. As bids are received and the contractors are selected, there may be opportunities to work with the contractors on value engineering of certain design elements. Our team will work collaboratively to explore value engineering opportunities as appropriate, while ensuring the original design intent is maintained. Our construction observation services help ensure quality and efficient implementation conforming to the final contract documents and environmental permit requirements. These services will include conducting a preconstruction meeting; issuance of a conformed set of construction drawings including the incorporation of addenda and permitting requirements; review of contractor submittals and Requests for Information (RFIs); review of shop drawings (as required) for any components related to the proposed design and issuing Architect's Supplemental Instructions (ASIs); review of contractor pay applications; issuing field orders and change orders as necessary to document changes in the contract documents; conducting preliminary and final punch lists; and facilitating Final Acceptance of phases of construction (as needed by the selected construction firm).

Describe your schedule management plan for this project, during design and construction

Meeting your schedule for deliverables is not just a goal to us—it is a mandate. Kimley-Horn has a track record of successfully completing projects on or ahead of schedule and within or below budget. This success is due, in part, to each project's schedule and budget being aggressively communicated to the project team by the project manager. We work with staff to identify key targets and milestones early on to help establish clear direction and an understanding of project deliverables. We take pride in evaluating any unanticipated obstacles and making informed recommendations to overcome them before they impact the project's schedule and budget.

In addition to our proactive communication, Kimley-Horn uses a "work plan" tool for organizing individual project tasks by phase and discipline. The anticipated labor effort is then summarized in a matrix that forms the basis for establishing and tracking the project budget. We track the budget on a percent complete basis in order to measure performance during each accounting report period.

We will include critical decision-making points in our work plans so that the project team and the City can agree upon the best course of action to keep the project on track. There always will be unexpected challenges unique to any given project; it is critical that an approach be developed that controls what can be controlled and builds in mechanisms for dealing with the unexpected.

One of the ways Kimley-Horn ensures the proper resources are dedicated to specific projects is through the use of a proactive, proprietary management system known as "cast-aheads." Cast-aheads detail every project's personnel needs, staff availability, and ensure that the project team is committed to complete the various assignments. Internal production meetings are held weekly to enable staff, task managers, and project managers to stay up to date regarding current and projected workloads. Weekly regional production meetings are also held to assess the availability and distribution of resources among Florida's Kimley-Horn offices.

We know the importance of meeting our clients' deadlines and proactively take the necessary steps that enable us to confidently commit to meeting yours. The cast-ahead system is used by our project managers to define specific staffing needs for the upcoming month and for the next six months. The objective is to balance the workload in a manner that maximizes the utilization of production staff while ensuring that all project requirements and client deadlines are met. With our depth of staff and ability to activate resources from other offices, we can ensure our services are completed within the published schedule and budget.


City of Largo Central Park

Describe your subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution

Right from the beginning of our first teaming discussions, Kimley-Horn strives to ensure consistent, timely delivery of services and submittals from all subconsultants so that their important deliverables are received in a timely fashion and fully integrated into relevant project documents. We do this by carefully selecting the right firms to join our team. Communication with subconsultants is simplified when there is an existing professional relationship with the subconsultant. We have previously worked with subconsultants on other assignments, and we are confident that our collaboration will continue to be successful for the City of Zephyrhills.

In addition to requiring top-notch skills in their respective fields and relevant local experience, we also require each subconsultant to share our firm's commitment to quality and timeliness. Through our consistent communication and follow-up, we will stay on top of our subconsultants' work, so the City of Zephyrhills does not have to. Project manager, Dawn Dodge, P.E., LEED AP, will be the primary point of contact and will provide regular oversight of activities undertaken by our subconsultants.

Working together in concert, Kimley-Horn will orchestrate and manage each subconsultant's role, to maximize efficiency to reflect all of the project's critical milestones. Kimley-Horn will provide a stable, organized, and consistent management program throughout all project phases. Being in the prime consultant role is not new for Kimley-Horn, as we have provided prime consultant roles on various other projects across the nation.



Zephyrhills City Hall

Describe your closeout management plan for this project

From the beginning of each project assigned by the City, our goal is to arrive at the project completion point, sharing the sense with the City that the project is a success. This success is gauged by answering the question: "Does the outcome meet the expectations of the City discussed at the kickoff meeting, including not only mere technical results, but also schedule, budget, and transparent communication?" Our goal is to accomplish all of these aspects in our work for the City of Zephyrhills.

After a project is completed, we will ask the City to participate in a close-out review and project recap. Depending on the particular project and its complexity, this review and recap can be as simple or involved as necessary in order to properly identify and capture pertinent information. This exercise will enable us to determine how we performed and provide Kimley-Horn with the opportunity to improve the quality of our services on future projects for the City.

Describe your quality assurance plan for this project

A key component of quality control is quality people. We offer you a team of experience and technically proficient professionals who know how to implement the types of projects anticipated under the City of Zephyrhills's RFP 35-22-05. The Kimley-Horn team provides the ideal combination of relevant experience, expert engineering, and proven cost control management techniques.

We achieve quality through rigorous planning, coordination, supervision, technical direction, and the use of appropriately skilled professionals. The following steps summarize our formal in-house program for complete quality management:

1. **Develop Detailed Work Plan**

   The work plan establishes the major tasks, identified staff members who will complete the tasks, determines how much time the tasks will take, designates the quality control review staff, and details the schedule for accomplishment.

2. **Assign QA/QC Responsibility**

   We have identified **Wayne White, P.E.** as our QA/QC officer. Wayne will conduct QA/QC reviews at the end of each project phase to ensure that the project deliverable is not only technically correct but also consistent with the project's objectives. Wayne will review project deliverables for clarity, accuracy, completeness, and complete scope compliance.

3. **Conduct Peer Reviews**

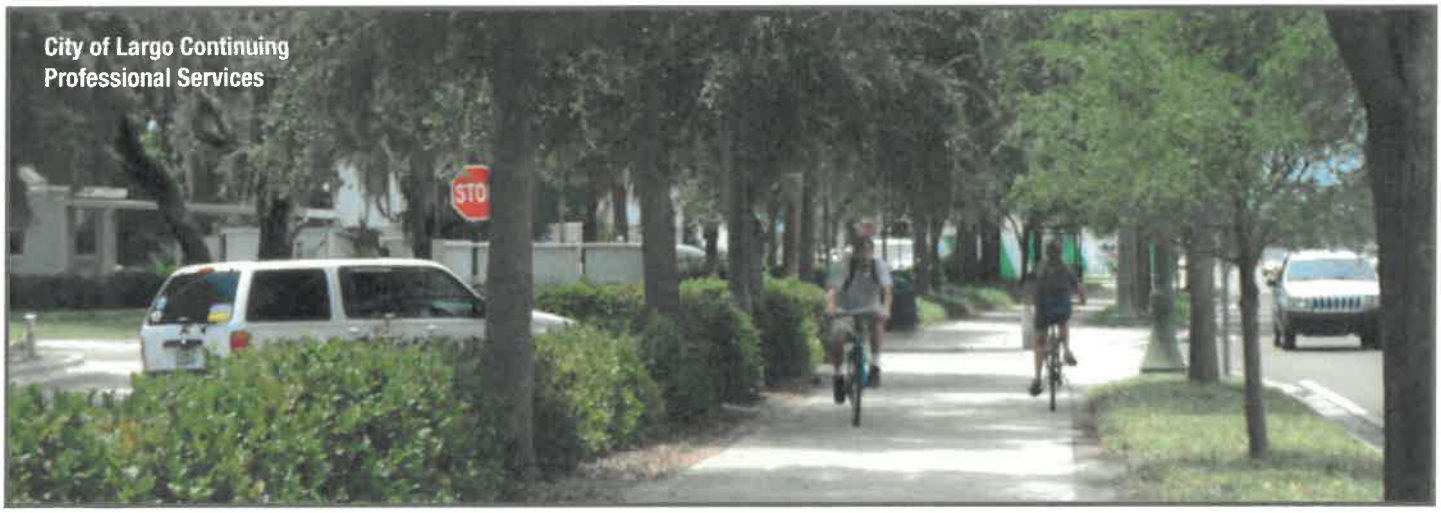
   We design peer reviews to check, review, and provide oversight of work activities. Individuals who are not directly responsible for performing the task conduct peer reviews, offering an unbiased technical evaluation at every step of the project.

4. **Perform Meticulous Project Documentation**

   Appropriate data and work papers that detail the choices that were evaluated and the basis for recommendations will support all documents.

5. **Final Project Manager Endorsement**

   Dawn Dodge, P.E., LEED AP our project manager, will evaluate each project deliverable for clarity, accuracy, completeness, and scope compliance.



Safety

Describe your safety and site logistics plan for these projects

Kimley-Horn is committed to maintaining a safe and healthy work environment and observes the provisions of the Occupational Safety and Health Act (OSHA). Kimley-Horn is a design firm, not a construction contractor. Accordingly, we do not have contractor-type safety programs. We have a very low history of injuries. We provide project-specific training as necessary to all affected employees. When we are on job sites or owner facilities, we strictly adhere to all contractor or owner safety requirements, as well as all OSHA regulations. Our safety awareness policy, excerpted from Kimley-Horn's Employee Handbook, is included below.

Kimley-Horn is committed to providing a safe working environment for its staff. Each office, division, and practice group is encouraged to provide specialized safety training courses addressing the specific needs of staff in that office, division, or practice group. This training can be formal or in a brown-bag type setting.

Kimley-Horn employees participate in a broad range of activities and regularly encounter new and potentially hazardous situations. It is not possible to provide training tailored to every circumstance that each of us may encounter. It is the responsibility of each professional employee to understand the safety issues and regulations affecting his or her activities. No employee should engage in an activity or enter a job site unless he or she has the appropriate equipment and understands the necessary safety procedures. If an employee needs particular equipment or training, that person should notify the Human Resources Team or their supervisor. Kimley-Horn will purchase or otherwise provide appropriate safety equipment for the employee to perform the duties of their employment and will pay for or provide appropriate safety training. Again, because of the diversity of our activities, there may be times when the employee, and perhaps the employee alone, need to make that person's supervisor or Human Resources Manager aware of specific needs.

Each Kimley-Horn employee should have a safety-first mentality when going about daily activities. There is never a justification for putting ourselves at unnecessary risk of injury in the process of serving our clients. Kimley-Horn will give appropriate positive recognition to staff members who report safety hazards and potential causes of occupational injury or otherwise assist in the maintenance of a safe working environment. There will be no reprisal or discrimination against any employee for expressing concerns, comments, or suggestions about safety related matters. Kimley-Horn also expects employees to contribute Continuous Quality Improvement advances in the firm's safety practices as in all our other activities.



Zephyrhills Skate Park

Statement of why your firm should be selected

As underscored in the previous proposal sections, Kimley-Horn believes we can serve the City of Zephyrhills better than any other firm for the following reasons:

We Know the City and the City Knows Us.

Kimley-Horn has become an extension of the City's staff, providing expertise, guidance, and a voice when required for more than two decades. Kimley-Horn has assisted the City with the development of the quality and standards expected by the City. Through partnering, Kimley-Horn has provided expertise to assist the City to realize their future visions for growth in the community.

Experienced Project Manager.

All continuing engineering services projects for RFQ #35-22-05 will be managed under the direction of project manager Dawn Doge, P.E., LEED AP. Dawn will be your point of contact for this project and will identify, establish, and maintain the project goals, scopes, budgets, and schedules consistent with the City's expectations. Dawn is thoroughly familiar with the City's scope of work and can mobilize the project team immediately when necessary and expertly coordinate all efforts on your assignments.

Long Established Local Presence.

Kimley-Horn has been incorporated since 1967 and founded the nearby Tampa office 44 years ago in 1978. Tampa's office is located less than 30 miles from your office. We understand the City's background and history and share in the City's goals and objectives. Our local presence allows us to be available as jobs are identified; we'll be on-site as your representative and maintain your projects' forward momentum.

Interaction and Interface with the City of Zephyrhills.

Kimley-Horn staff understands that a strong commitment to client satisfaction must be the foundation of our service to the City. Kimley-Horn understands your local challenges. The City knows and has worked together with Kimley-Horn staff, and we have earned the mutual respect and trust of each other. We also have an excellent reputation with the public agencies in the Tampa Bay area. Our goal is to be available to you whenever you need us, providing prompt turnaround time, sensitivity to local issues, familiarity with the City's procedures, and creativity in addressing your distinct concerns. The common goal of the Kimley-Horn team is to provide the City of Zephyrhills with the most value throughout every aspect of every project.

Past Record of Success.

As illustrated by our project experience, Kimley-Horn has extensive experience in all of the required scope of work tasks and corresponding disciplines. Although Kimley-Horn has many disciplines, we have one expertise—making our clients successful, which is reflected in that fact that 90 percent of the firm's services are for repeat clients. Kimley-Horn has a reputation for helping our clients achieve success because we listen to their needs, meet their schedules, accomplish their missions, deliver results, and exceed expectations. Our employees are taught to respect and appreciate their clients and put forth the extra effort to guarantee those clients return to us at the next opportunity.

We Want to Continue to Serve You.

We are thrilled about continuing to grow our relationship with the City of Zephyrhills on your important and challenging tasks that often require thinking outside of the box. Our record of technical achievements is enhanced by our reputation for effective project management combined with personal service. We sincerely want to build upon our strong relationship with the City and continue to play a positive role in the Zephyrhills community.

Approach to Projects and Ability to Furnish Required Services

Project Understanding and Approach

Because we are a multidisciplinary firm, we have the expertise and personnel to tackle any assignment within the disciplines and, areas of service that the City of Zephyrhills has outlined in the City's Professional Services – City-Wide RFP. We have experience and qualifications to serve as your continuing professional engineering services consultant in the broad areas outlined in your scope of services: Community Redevelopment Agency (CRA), Planning, and Public Works, and all of the specific types of work included within each of these task groups.

We have the in-house capabilities to provide you with any engineering needs you may have for this contract. Our depth of resources means that you will benefit from experienced professionals who practice civil engineering for municipalities every day. We, along **DC Johnson & Associates, Inc.** and **AREHNA Engineering, Inc.**, are prepared to immediately begin working on your specific project assignments on an "as needed basis."

Kimley-Horn offers a broad range of engineering, planning, landscape architectural, and environmental services including, but not limited to:

- Site civil engineering
- Stormwater management
- Water/wastewater treatment and collection systems
- Paving and drainage
- Utilities
- Land development services
- Landscape architecture
- Urban design and planning
- Predevelopment services
- Comprehensive planning
- Permitting and approvals
- Transportation planning/ engineering and traffic
- Operations
- Roadway and bridge design
- Advanced traffic management systems
- Areawide traffic signal systems
- Parking planning and design
- Public involvement programs
- Geographic Information Systems (GIS) Environmental permitting, assessment, and
- Remediation
- Wetland delineation, assessment, and mitigation
- Construction administration/ observation
- Building structures
- Surveying/platting
- Aviation planning and design

Firm Plan of Approach

Continuing services contracts require a different approach from typical project-specific contracts. Each task assigned under an on-call contract will need an individualized approach that includes the various disciplines necessary to complete the assignment. We recognize that each project under the City of Zephyrhills Professional Services – City-Wide contract has its own expectations that need to be understood, and then exceeded. At Kimley-Horn, the overall approach for a task begins with an initial scoping meeting, development of the fee proposal, and a clear understanding of the task expectations and deliverables.

Upon receiving an assignment, we will begin with an on-site kick-off meeting (as needed) with the City's project manager and necessary staff and stakeholders if appropriate to develop the scope, discuss constraints and opportunities, determine what information is currently available relative to the project, and begin formulating the schedule with selected, agreed-upon milestones. We will select the appropriate Kimley-Horn team members for each assignment based upon the specific goals of the project and match them with the individual team member experience and expertise. We will work closely with the City of Zephyrhills staff throughout each assignment.

Our team has served as on-call consultants for many cities, municipalities, counties, districts, and institutions over the years and has developed a general approach and methodology to making every opportunity a successful one. An overview of key characteristics of our approach to handling continuing services contracts is listed to the right.

Be Flexible. We understand schedules change (accelerated or delayed), projects change, and we must be prepared to adjust with these changes. Our team is available at all times for any size task.

Think and Act as an Extension of the City's Staff. Our team will approach projects as though we are part of your staff. We will understand your business and what makes it successful.

Think Big Picture. We will look beyond the individual project: How does a specific assignment fit into the ultimate goal of the City? Who are the true stakeholders? How can we add value to you?

Be Innovative. We will look for creative solutions and present them to you throughout the contract. We will help the City identify and procure outside funding whenever possible.

Team with Other Consultants. Kimley-Horn has teamed with a number of local firms on a variety of projects. We are committed to utilizing local subconsultants and hiring DBE and MBE businesses as teaming partners.

Provide Community Support. Outreach to the community can be as important as the design of a project. We can prepare all exhibits/media, facilitate neighborhood meetings, present to the community, or simply provide support for City staff with their outreach activities.

Project Strategy

Through our experience on various continuing services contracts, we have developed a strategy for approaching each task assignment. Our strategy for a successful project includes the following key steps:

1 Clearly Define the Challenges and Set Objectives

The Kimley-Horn approach involves open discussions with your staff to identify the issues that need to be addressed so we can work together to develop a clear plan of resolution. With many years of experience and unique local knowledge, our staff has the resources necessary to help you define the challenges, determine your objectives, and—most importantly—accomplish the project's goals. This includes identification of stakeholders' positions and objectives working with groups such as residential communities, advisory boards, the local business community, and local and state agencies. With our multidiscipline in-house expertise, we will provide insight to the different aspects of the project, be it engineering, planning, or environmental issues to ensure that our understanding completely meets your expectations. We will encourage communication with the various City departments to ensure the scope addresses not only the construction of the project, where applicable, but also sustainable operation, maintenance, and all other expectations.

2 Evaluate the Situation and Develop a Feasible Solution

Project feasibility is determined by analyzing the various parameters specific to each project. The analysis will allow a design team to predict the impact of different improvement alternatives. The results are then compared to the established priorities and objectives to determine which alternative solution will be most effective in addressing the problem in the most cost-efficient way. We will provide innovative ideas and options along with early and regular cost estimates to provide you with choices throughout the different project phases. We will work to determine if there are funding or grant opportunities, developing bid alternates which may be exercised only if sufficient funds are available. Sometimes the solution may involve a phased approach where individual but functional portions of the project are constructed as funds are available. We plan so that utility service extensions or underground sleeves for future work are installed in advance to avoid costly reconstruction when the following phases are implemented. A feasible project must consider not only the initial cost but project resiliency along with long term operation and maintenance costs. Kimley-Horn is sensitive to the pivotal role of meaningful public involvement programs that enable area stakeholders to establish their priorities. We know that the City of Zephyrhills is dedicated to the community and that community involvement is an important component in determining the overall design program, funding strategies, and implementation priorities.

3 Build the Project

Many of the assignments we work on through a continuing services contract will include a construction phase. Building the selected project in an efficient and timely matter, consistent with expectations, is the last stage of successful project implementation. Excellent final design, accurate bid documents, constructability and quality reviews by our professionals and management of construction are important components in the completion stage. Consistent and efficient project performance is based on sustainable design. Projects must be designed with users in mind. We know that our ability to deliver a final product that provides for efficient operation and maintenance after completion is what makes a successful project. Most of all we want the Community you support to be proud of the project and that it helps to improve the quality of life for City residents, and we take that responsibility seriously.

Ability to Meet Schedule and Budget Requirements

Kimley-Horn has a proven record of performing on time and within budget. The key to our success is managing the right resources at the right time. We emphasize project management using bi-monthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule. Kimley-Horn often schedules bi-monthly meetings with our clients to communicate the project's progress.

Frequent communication and a clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track.

Dawn Dodge, P.E., LEED AP, Our project manager, will have the authority to allocate resources and troubleshoot difficulties. We pledge to view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions.

Multidisciplinary Expertise

Kimley-Horn provides an integrated spectrum of services designed to best meet clients' immediate needs, but also clients' big picture priorities. Our experience is unsurpassed as one of the largest and most diverse utilities, structural, roadway, stormwater/drainage, traffic, transportation, landscape architecture, and environmental specialty firms in the country. The table displays which services from Section Two (2) of the RFP will be provided by Kimley-Horn and which services will be provided by our specialty subconsultants.

Services	Kimley-Horn	DC Johnson	Arehna
Overall Project Management	X		
Quality Assurance/Quality Control	X		
Planning and Building Task Leader	X		
Master Planning, General Planning, Codes/Ordinances	X		
Corridor Planning/Urban Design	X		
Traffic/Transportation/Transit	X		
Parking	X		
Permitting	X		
Grant Assistance	X		
Sustainability and Resiliency	X		
Surveying		X	
Utilities Task Leader	X		
Water/Wastewater	X		
Hydrology and Groundwater Modeling	X		
Structural Engineering	X		
Construction Management	X		
Electrical and Instrumentation Systems	X		
Public Works Task Leader	X		
Stormwater Management	X		
Roads/Bridges/Intersections	X		
Traffic Control and Erosion Control Plans	X		
Pedestrian and Vehicular Traffic	X		
Parks and Recreation	X		
Landscape Architecture	X		
Solid Waste and Recycling Collection	X		
Environmental	X		
Geotechnical			X
Community Redevelopment Agency (CRA) Task Leader	X		
Urban Planning	X		
Professional Engineering	X		
Mechanical, Electrical, Plumbing (MEP)	X		
Construction Services	X		
Architectural Services			

Successful Experience with Similar Projects

Zephyr Park, Zephyrhills, FL

Kimley-Horn's landscape architectural team provided public involvement for the Zephyr Park in Zephyrhills. To date we have held stakeholder meetings and a public involvement workshop consisting of visual preference surveys and community visioning to develop the program and identify community vision and goals for the Park. Additional services have included developing two master plan alternatives and budget estimates for the Park.

Project Start/Completion Date: 2015/2016

Owner's Name and Address: City of Zephyrhills, 5335 Eighth Street, Zephyrhills, FL 33542

Contact Person, Phone Number and Email Address: Burkhardt Construction, C.J. Rhody, Project Manager; 561.659.1400; cj@burkhardtconstruction.com

Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.



City of Zephyrhills City Hall, Zephyrhills, FL

Kimley-Horn led the civil engineering as part of a team with a local architect for the design and construction of a new City Hall building. Kimley-Horn provided civil engineering services including all required calculations for submittals to regulatory agencies including the Florida Department of Environmental Protection (FDEP), the local water management district, and utility providers. Additionally, our team designed all connections to public utility systems, completed Americans with Disabilities Act (ADA) compliance for accessibility, reviewed construction estimates, provided construction observation, and coordinated with geotechnical, mechanical, electrical, plumbing (MEP) subconsultants, and the architectural teaming partner.

Project Start/Completion Date: 2016/2018

Owner's Name and Address: City of Zephyrhills, 5335 Eighth Street, Zephyrhills, FL 33542

Contact Person, Phone Number and Email Address: Shane LeBlanc, Public Works Director; 813.780.0022, ext. 3561; sleblanc@ci.zephyrhills.fl.us

Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.



Downtown Community Redevelopment Area, Market Analysis, Zephyrhills, FL

Following the completion of an updated master plan, the City of Zephyrhills worked with Kimley-Horn in the creation of a market opportunity analysis. The analysis focused on the future feasibility of residential and office uses in downtown Zephyrhills through the consideration of development potential through the planning horizon. Based on results of the market study, detailed implementation recommendations were provided to guide future opportunities in downtown.

The project combined quantitative demographic, economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities defined by the City of Zephyrhills. Qualitative research was gathered through stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research was also conducted to identify economic and market forces impacting the City of Zephyrhills, including major public and private investments

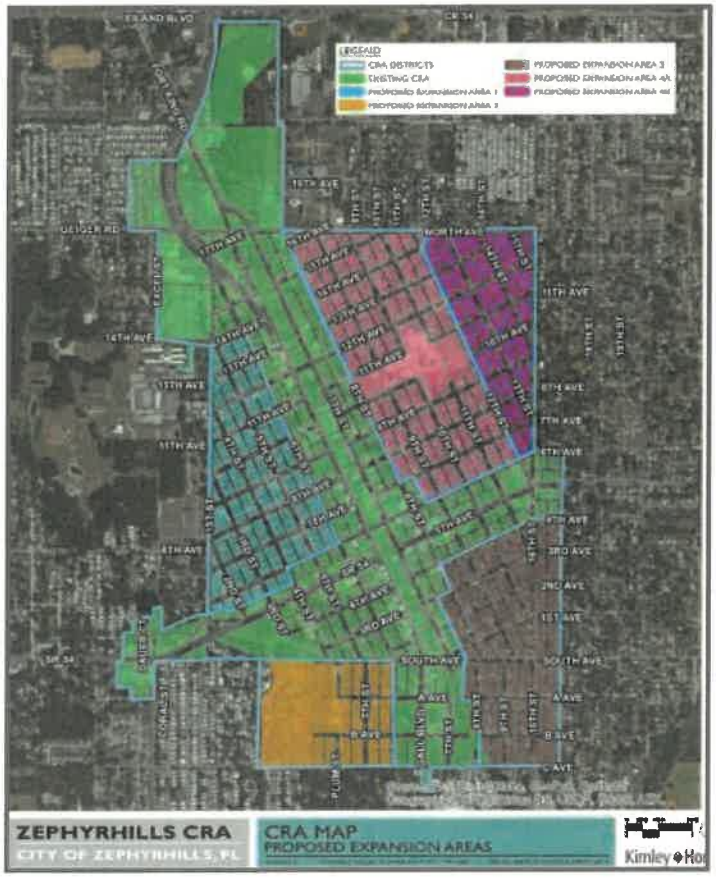
Project Start / Completion Date: 2016/2016

Owner's Name and Address: City of Zephyrhills, 5335 Eighth Street, Zephyrhills, FL 33542

Contact Person, Phone Number and Email Address: Gail Hamilton, Community Redevelopment Agency Director; 813.780.0202; ghamilton@ci.zephyrhills.fl.us

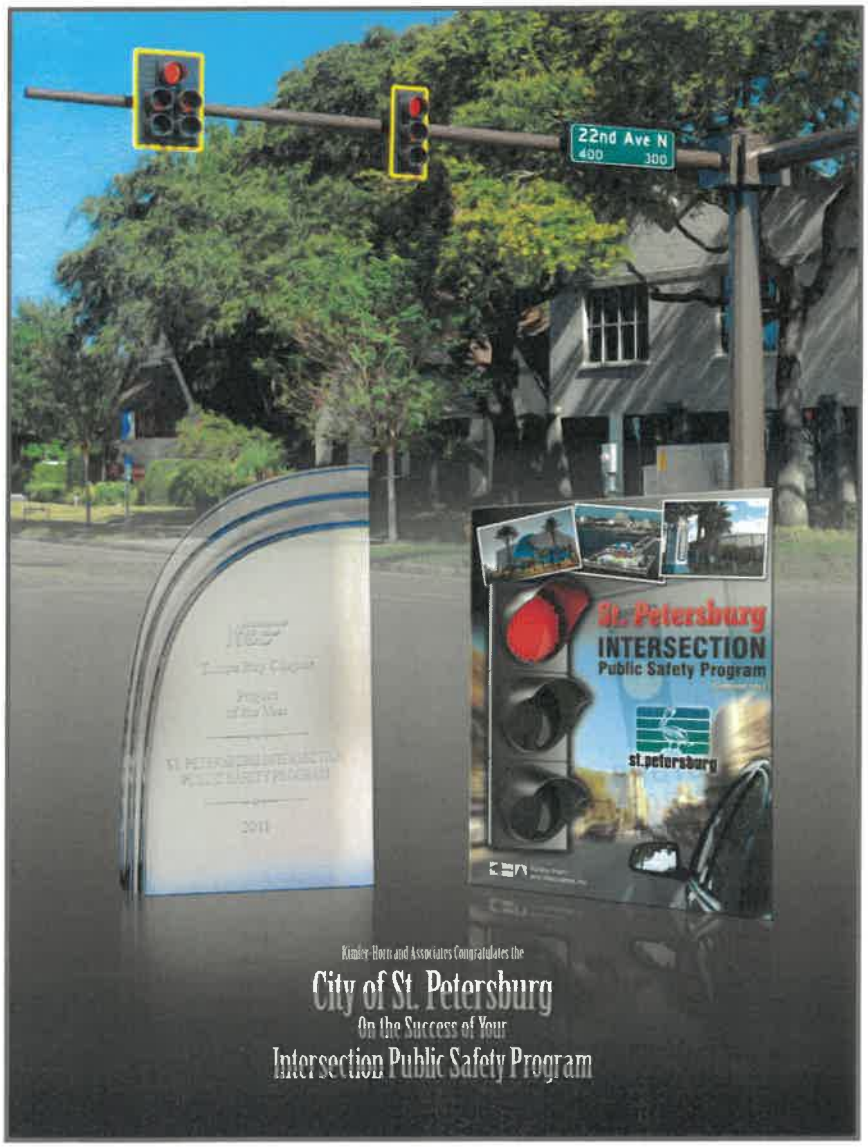
Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.









St. Petersburg - Neighborhood Transportation, Intersection Public Safety Program, St. Petersburg, FL

Kimley-Horn provided various traffic and transportation engineering services to the City on an ongoing basis. As part of our continuing services, Kimley-Horn developed a Synchro network for the downtown one-way pairs, performed traffic signal designs for eleven traffic signals on the downtown core, conducted a traffic study review of the Tampa Bay Rays proposed waterfront stadium, and created a traffic safety report for the City's Intersection Public Safety program. Specifically, the City of St. Petersburg's Transportation and Parking Department proactively implemented an Intersection Public Safety Program to reduce the occurrence of red-light running violations. Kimley-Horn assisted the City by conducting a "before analysis" report on potential red-light camera locations. Kimley-Horn evaluated each of the 298 signalized intersections within the City and conducted a thorough analysis which identified the "top 50" high-hazard intersection locations within the City for which red light cameras were ultimately considered. A Kimley-Horn differentiator involved the project follow-up we provided to the City by holding a quality workshop that was visually engaging, interactive, and collaborative to focus on how we would improve our services to the City. This project was awarded the "Project of the Year" by the Tampa Bay Chapter of the Institute of Transportation Engineers.

Project Start / Completion Date: 2016/2016

Owner's Name and Address: City of St. Petersburg, One 4th Street North, St. Petersburg, FL 33701

Contact Person, Phone Number and Email Address: Michael Frederick, Neighborhood Transportation Manager; 727.893.7843; Michael.Frederick@st.pete.org

Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.

St. Pete Beach Engineering Services (Force Main 3, Force Main 5), City of St. Pete Beach, FL

Kimley-Horn was selected in 2012 to provide general engineering services to the City of St. Pete Beach for various public works projects. Potential projects included: roadway design/rehabilitation/reconstruction, sidewalk and curb design/construction, park improvements, lift station rehabilitation, sanitary sewer piping/structures, structural engineering, bridge inspections/design, stormwater drainage/improvements/ inspection, permitting, and construction engineering inspection, among others.

Work orders assigned to date include the following:

Pump Station No. 1. The Kimley-Horn team is providing preliminary design and performing site visits for this project.

Pump Station No. 2. The Kimley-Horn team is providing preliminary/final design, permitting, and site visits for this project.

10-inch and 12-inch Force Main No. 3. Kimley-Horn was selected by the City of St. Pete Beach to provide general engineering services for the evaluation, location, and designation of Force Main #3 (FM3). FM3 is approximately 1,600 linear feet of 10-inch cast iron pipe (CIP) constructed between 1958 and 1960. Kimley-Horn completed the following work: locating the force main, testing of force main for physical integrity, survey and mapping the existing locations; and providing documentation of findings. Kimley-Horn was then responsible for the design of the replacement plans of FM3, which rerouted Pump Station No. 3, located at the intersection of Debazan Avenue and Granda Street to the intersection of Casablanca Avenue and Gulf Blvd. The work included the replacement of approximately 2,700 linear feet of 10-inch force main.

Following the evaluation, and based on the preliminary findings, a proposed route was established, and Kimley-Horn proceeded with the design and permitting of approximately 2,700 linear feet of 10-inch PVC, 12-inch PVC, and 12-inch HDPE force main via open trench construction and horizontal directional drill. Technical specifications, bidding assistance and construction phase services was provided as well. The project's construction documents prepared for removal of the existing structures and installation of new pump station components for the City of St. Pete Beach and included reviews at 60% and final completion of the documents.

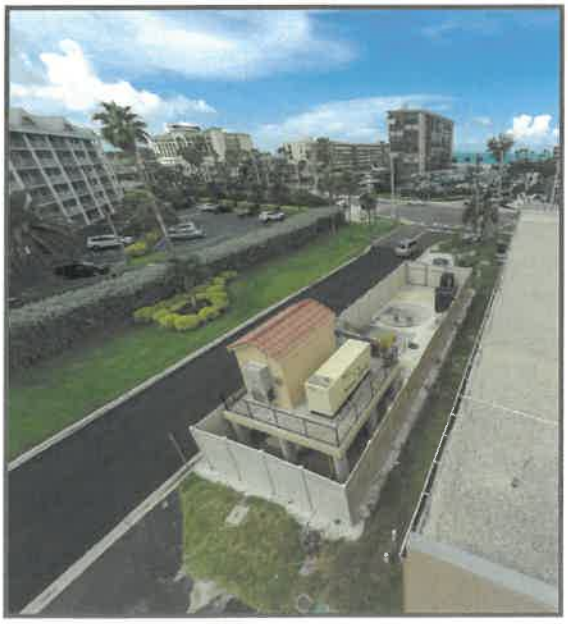
Project Start / Completion Date: (FM#3) 2015/2017, (FM#5) Ongoing

Owner's Name and Address: City of St. Pete Beach, 11122 39th Avenue NE, St. Pete Beach, FL 33703

Contact Person, Phone Number and Email Address: Steve Hallock, Public Services Director; 727.363.9224; s.hallock@stpetebeach.org

Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.

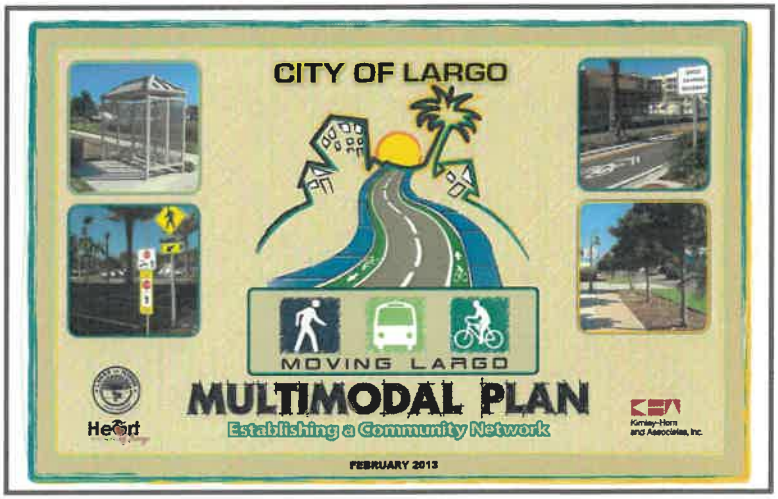






Largo Continuing Professional Services, City of Largo, FL

Kimley-Horn was selected to provide professional services for multiple disciplines, including planning and community development, landscape architecture, drainage and stormwater management, environmental services, project management and contract administration, site development, structural engineering, traffic and transportation engineering, utility collection and distribution systems, and wastewater treatment facilities. Work orders we have received to date include the Community Streets (Phases I, II, and III) projects and a revised parking study.



Project Start / Completion Date: 2009/Ongoing

Owner's Name and Address: City of Largo, 201 Highland Avenue, Largo, FL 33771

Contact Person, Phone Number and Email Address: Rafal Cieslak; 727.587.6713; rcieslak@largo.com

Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.



Venice Comprehensive Plan, City of Venice, FL

Kimley-Horn worked with the City of Venice to review and update the City's Comprehensive Plan (2017-2027). Kimley-Horn completed an extensive public outreach and community review, including stakeholder interviews, online survey, and a series of community workshops; land use and population analysis; market assessment; and a review of the current goals, objectives, and policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn completed the update of the GOPs in the form of vision, intent, and strategies along with the analysis required to develop the plan (population projections, level of service analysis, land use carrying capacity, housing analysis, etc.) with an emphasis on the City's Neighborhoods (geographic areas).

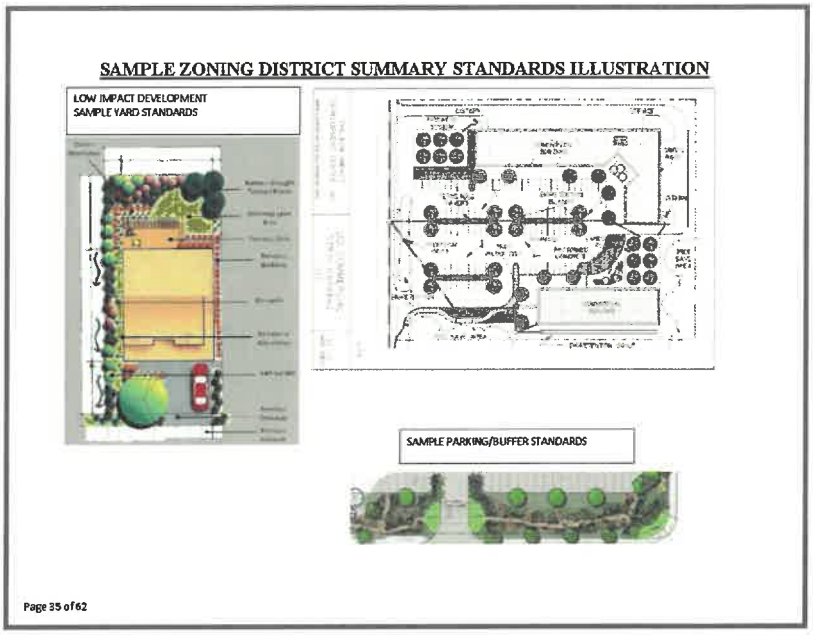
Project Start / Completion Date: 2017/Ongoing

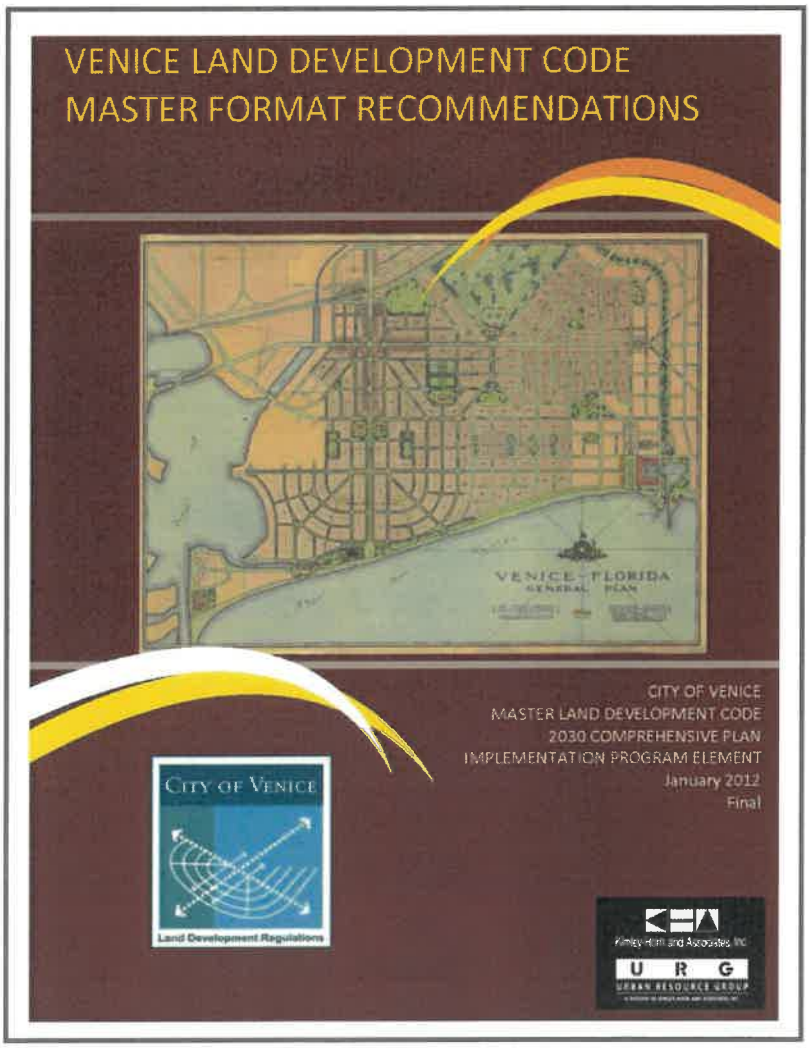
Owner's Name and Address: City of Venice, 401 West Venice Avenue, Venice, FL 34285

Contact Person, Phone Number and Email Address: Roger Clark, Planner; 941.486.2626; rclark@venicegov.com

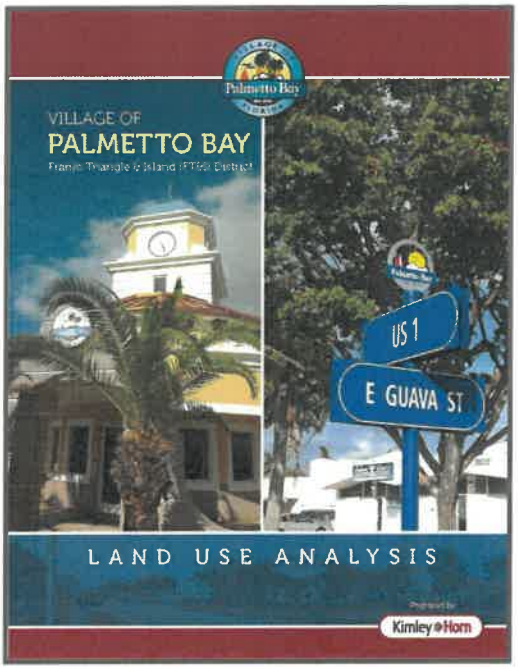
Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.





Village of Palmetto Bay Franjo Activity Center, Village of Palmetto Bay, FL



The Village of Palmetto Bay selected Kimley-Horn to develop a comprehensive approach to land use in order to identify the tools needed to facilitate a prosperous downtown. In order to differentiate ourselves from the City's previous unsuccessful plan, we designed a more comprehensive analysis by utilizing tools such as TDRs, flexibility, density bonuses, green building construction, and incentives for open space as part of the Franjo Activity Center Comprehensive Plan Amendment and supporting analysis. As a result, Palmetto Bay is in the process of creating a "downtown" encompassing a mix of land uses within a compact, walkable setting including civic/governmental functions, residential, commercial, office and parks. The Village has now developed the Downtown Urban Village zoning district, a $10,000,000 infrastructure project, an unsolicited bid to build a multimodal parking facility with commercial leasable space, and the submission of multiple private mixed-use development applications. The new downtown met the need of an economic and cultural heart of their Village complete with landscaping, off-street parking, and bicycle lanes. Florida Planning and Zoning Association Award in the "Outstanding Study/ Plan" category for 2016.

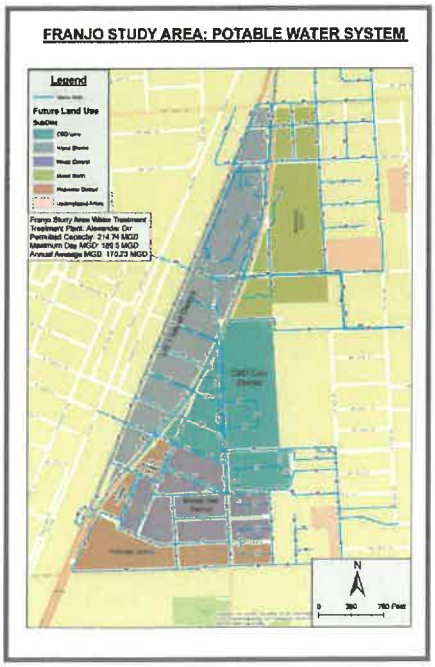
Project Start / Completion Date: 2014/2016

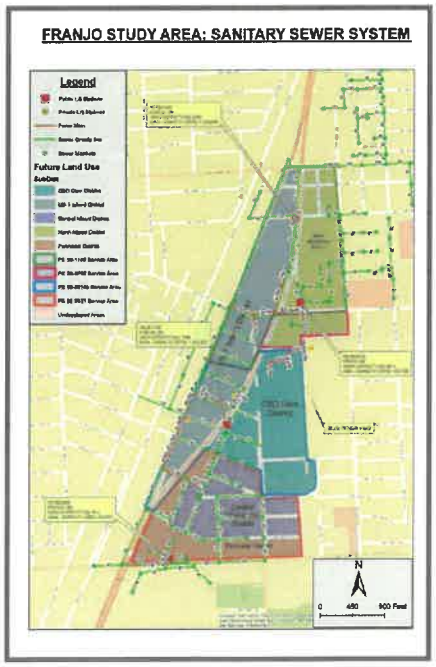
Owner's Name and Address: Village of Palmetto Bay, 9495 Southwest 180th Street, Palmetto Bay, FL 33157

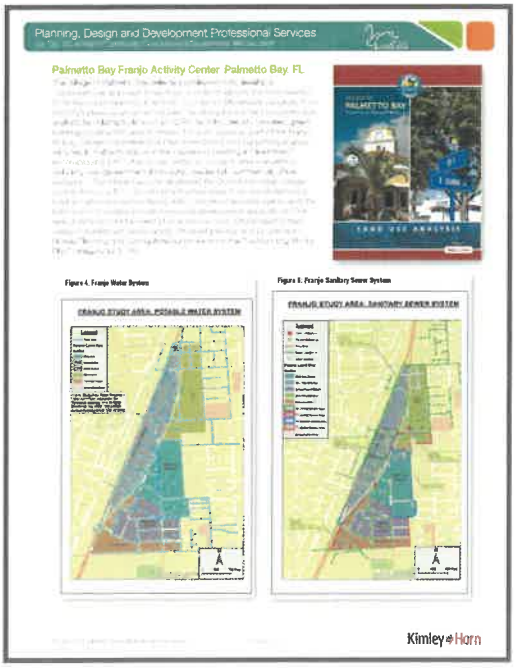
Contact Person, Phone Number and Email Address: Darby P Delsalle, AICP (formerly with the Village of Palmetto Bay, now works as Director, Planning Department for the Town of Miami Lakes); 305.364.6100 ext. 1102; delsalled@miamilakes-fl.gob

Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.







Merritt Island Redevelopment Agency Continuing Landscape Architecture and Planning Services, Merritt Island, FL

Kimley-Horn is providing landscape architecture and planning services for the Merritt Island Redevelopment Agency. Specific projects include:

Merritt Island Commercial Core Land Use Analysis. Kimley-Horn provided an analysis of land use and major infrastructure including transportation, utilities, and stormwater for the Merritt Island Redevelopment Agency (MIRA). The goal was to identify the study area's carrying capacity with a primary focus on the commercial and business core of Merritt Island. The planning approach relied upon the adopted Comprehensive Plan – Future Land Use, Zoning districts with respect to the maximum allowable residential density and non-residential square feet, market data, analysis of traffic patterns, and an evaluation of existing and needed infrastructure to support the potential future market.

Based on the preliminary findings, Kimley-Horn presented the results to the public to receive feedback from the community, coordinated analysis of transportation, land use, infrastructure, and master planning efforts, identified needed capital improvements, and provided an outline of development guidelines for future development and redevelopment including code updates.

Project Start / Completion Date: 2016/Ongoing

Owner's Name and Address: Merritt Island Redevelopment Agency, 2575 North Courtenay Parkway, No. 207, Merritt Island, FL 32953

Contact Person, Phone Number and Email Address: Lisa Leger Frazier, Executive Director; 321.454.6610; MIRA@BrevardFL.gov

Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.



City of Zephyrhills Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant (TAG) Preparation for an Economic Resiliency Plan, Zephyrhills, FL

Kimley-Horn prepared a DEO Community Planning Technical Assistance Grant for the City of Zephyrhills. This grant was sought to facilitate the identification and prioritization of a strategic economic development direction for the City. The Economic Resiliency Plan will provide City staff and elected officials with a concise vision for the future and will identify opportunities to strengthen Zephyrhills' market position to attract new residents, as well as employers. Awards for this grant have not yet been announced.

Project Start / Completion Date: 2021/2021

Owner's Name and Address: City of Zephyrhills, 5335 Eighth Street, Zephyrhills, FL 33542

Contact Person, Phone Number and Email Address: William Poe, Jr., City Manager; 813.780.0000; WPoe@ci.zephyrhills.fl.us

Were the Contracted Services completed with budget? If not, why? Yes.

Were the Contracted Services completed on time? If not, why? Yes.



Effect of Project Team Location on Project Responses

Kimley-Horn's local Tampa office will serve as the primary office responsible for the production of work related to this project to provide a strong local presence and maximize our local staff. **Kimley-Horn's office in Tampa is 29.3 miles and 41 minutes from the City of Zephyrhills Purchasing Department.** From this location, we will work diligently, encouraging open communication to keep the City informed about project activity and primary schedule achievements. We are committed to working as the City of Zephyrhills' partner, offering you the most effective level of communication to relay project issues, progress, and results that best serve your needs. Kimley-Horn has the experience and expertise to rapidly respond to the City's needs and the ability to draw on additional statewide and national resources, if needed.

The team organizational table below outlines where elements of the work will be performed, whether performed by prime or sub consultant firms, and who on our organizational chart will oversee performance of that work. The table also denotes team member locations.

Team Organizational Table

Firm	Elements of Work	Lead Team Member and Supporting Team Members	Office Location
Kimley-Horn	Project Manager; Public Works Task Leader	Dawn Dodge, P.E., LEED AP (Lead)	St. Petersburg
Kimley-Horn	Principal-in Charge	Christopher Hatton, P.E. (Lead)	Tampa
Kimley-Horn	Quality Assurance/Quality Control	Wayne White, P.E. (Lead)	Lakeland
Kimley-Horn	Planning and Building Task Leader; Community Redevelopment Agency (CRA) Task Leader	Kelley Klepper, AICP (Lead)	Sarasota
Kimley-Horn	Utilities Task Leader	Shelby Hughes, P.E. (Lead)	St. Petersburg
Kimley-Horn	Planning and Building: Master Planning, General Planning, Codes/Ordinances	James Pankonin, PLA, ASLA, LEED AP	Sarasota
		Philip DiMaria, Jr., AICP, CNU-A	Sarasota
Kimley-Horn	Corridor Planning/Urban Design	Michael Garau, P.E.	Orlando
		William Roll, Jr., AICP, CNU-A	Lakeland
Kimley-Horn	Traffic/Transportation/Transit	Christopher Hatton, P.E.	Tampa
		William Roll, Jr., AICP, CNU-A	Lakeland
		Clarence Eng, AICP	Tampa
Kimley-Horn	Parking	Brad Davis, AICP, CNU-A	West Palm Beach
		Jared Schneider, AICP, CNU-A	Tampa
Kimley-Horn	Permitting	Brandon Masiello, P.E.	Tampa
Kimley-Horn	Grant Assistance	Allison Megrath, AICP	Ocala
		Alan Garri, P.E.	Ocala
Kimley-Horn	Sustainability and Resiliency	Chris Niforatos, P.E.	St. Petersburg
DC Johnson	Surveying	Daniel Clement Johnson, PSM	San Antonio, FL
Kimley-Horn	Utilities: Water/Wastewater	Michael (Mike) Semago, P.E.	St. Petersburg
		Jordan Walker, P.E.	St. Petersburg
		Sarah Ecker, P.E.	St. Petersburg
Kimley-Horn	Hydrology and Groundwater Modeling	Jason Sheasley, P.G.	Jacksonville
		Bill Spinner, P.G.	Jacksonville
Kimley-Horn	Structural Engineering	Seth Schmid, P.E.	Sarasota
Kimley-Horn	Construction Management	Dustin Ballard, P.E.	Tampa
		Kyle Matheny, E.I.	St.Petersburg

Firm	Elements of Work	Lead Team Member and Supporting Team Members	Office Location
Kimley-Horn	Electrical and Instrumentation Systems	Peter Syntax, P.E., LEED AP	Phoenix, AZ
Kimley-Horn	Public Works: Stormwater Management	Dawn Dodge, P.E., LEED AP	St. Petersburg
		Deborah Knighton, P.E.	Tampa
Kimley-Horn	Roads/Bridges/Intersections	Gary Nadeau, P.E.	Sarasota
		John Seals, P.E.	Tampa
Kimley-Horn	Traffic Control and Erosion Control Plans	Scott Gilner, P.E.	Tampa
Kimley-Horn	Construction Management	Dustin Ballard, P.E.	Tampa
		Artie Cintron	Tampa
Kimley-Horn	Pedestrian and Vehicular Traffic	Christopher Hatton, P.E.	Tampa
		William Roll, Jr., AICP, CNU-A	Lakeland
Kimley-Horn	Parks and Recreation	James Pankonin, PLA, ASLA, LEED AP	Sarasota
		Jennifer Daoulas, PLA, ASLA	St. Petersburg
Kimley-Horn	Landscape Architecture	James Pankonin, PLA, ASLA, LEED AP	Sarasota
		Jennifer Daoulas, PLA, ASLA	St. Petersburg
Kimley-Horn	Solid Waste and Recycling Collection	Jordan Walker, P.E.	St. Petersburg
		Bo Conerly, P.E.	Lakeland
Kimley-Horn	Environmental	William (Bill) Spinner, P.G.	Tampa
		Rick Browne, CHMM	Tampa
AREHNA	Geotechnical Services	Jessica McRory, P.E., LEED AP	Tampa
Kimley-Horn	Community Redevelopment Agency (CRA):Urban Planning	William Roll, Jr., AICP, CNU-A	Lakeland
		Jared Schneider, AICP, CNU-A	St. Petersburg
Kimley-Horn	Professional Engineering	Dustin Ballard, P.E., LEED AP	Tampa
		Dawn Dodge, P.E.	St. Petersburg
Kimley-Horn	Mechanical, Electrical, Plumbing (MEP)	Clayton Scelzi	St. Petersburg
Kimley-Horn	Construction Services	Dustin Ballard, P.E.	Tampa
		Kyle Matheny, E.I.	St. Petersburg

Professional Services City-Wide *for*

Community Redevelopment Agency,
Planning, *and* Public Works

Tab H

Resumes

DAWN DODGE, P.E., LEED AP

Project Manager; Public Works Task Leader; Stormwater Management; Professional Engineering



RELEVANT EXPERIENCE

Zephyrhills Skate Park, Zephyrhills, FL — Project manager. Kimley-Horn was selected by the City to provide professional services for a new skate park at Krusen Field. Our services included the master site plan, Southwest Florida Water Management District (SWFWMD) permitting, structural engineering, and community involvement meetings. Although the City had budgeted $225,000 for the facility, the local skating community was hoping the design could offer some additional amenities. In order for Zephyrhills to provide these extra features, funding would have to come through grants and donations, which is where Kimley-Horn went the extra mile. A $7,500 grant was obtained from the Tony Hawk Foundation, which was complemented by matching contributions from the Zephyrhills business community and citizens.

City of Zephyrhills Basins of Special Concern Review, Zephyrhills, FL — Project manager. Kimley-Horn provided professional engineering review for the City on projects that were submitted for permitting that lie within sensitive Basins of Special Concern. Kimley-Horn reviewed the consultants stormwater design and calculations to verify the proposed project complies with the ordinance.

City of Zephyrhills City Hall, Zephyrhills, FL — Project manager. Kimley-Horn provided civil engineering services, including all required calculations for submittals to regulatory agencies including the Florida Department of Environmental Protection (FDEP), local water management district, and utility providers. Additionally, our team designed all connections to public utility systems, completed Americans with Disabilities Act (ADA) compliance for accessibility, provided construction observation, and coordinated with geotechnical, mechanical, electrical, plumbing (MEP), and architectural team members. Our services included design development, bidding assistance, the preparation of construction documents, permitting, and community involvement meetings.

Zephyrhills Design Standards for Community Redevelopment Agency (CRA), Zephyrhills, FL — Project engineer. Kimley-Horn was retained to prepare the preliminary design standards to be utilized for development within the CRA. The standards included photographs of key design and development features including caption boxes or similar describing the key features. The standards documents included: pedestrian areas, public spaces, gathering spaces, fountains, water features and other key identifying elements; desired building design (architectural elements) including entryways, windows, awnings/ covered spaces, drive-through windows and related features, equipment placement, and service areas; parking design elements, including signage, striping, and general parking lot design; landscape/buffering; signage and lighting, including both street and parking lot lighting, recommended lighting fixture types (i.e., poles), and recommended on and off-site lighting standards (in foot candles); and stormwater facility development components.

Sumter County, C-466A Widening Project, Sumter County, FL — Project engineer. Kimley-Horn was retained to serve the Sumter County Public Works Department for the widening of a 1.1-mile segment of C-466A through the CRA of the City of Wildwood. Our services included public outreach, design and permitting of all improvements, right-of-way acquisition coordination services, and construction bid administration. Kimley-Horn oversaw the survey, geotechnical, landscape, right-of-way coordination subconsultants, and organized the project schedule.

SPECIAL QUALIFICATIONS

- More than 16 years of experience designing and managing both private commercial, municipal, and multifamily land development projects in the Tampa Bay Area
- Project experience includes site layout, stormwater design, utility design, construction document preparation, construction phase services, permitting services, and project management

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

PROFESSIONAL AFFILIATIONS

- Member, Urban Land Institute (ULI)

CHRISTOPHER HATTON, P.E.

Principal-in-Charge; Traffic/Transportation/Transit; Pedestrian and Vehicular Traffic



RELEVANT EXPERIENCE

General Transportation Engineering and Traffic Operations Studies, Zephyrhills, FL — Project manager for this multi-year contract with the City of Zephyrhills to provide general as-needed transportation engineering and traffic operation services. The following project is one of the work orders under this contract.

Transportation Impact Fee Study and Updates, Zephyrhills, FL — Project manager. Since 2002, with the adoption of new (higher) impact fee ordinances in Pasco County, Kimley-Horn has provided transportation impact fee services for the City of Zephyrhills. Our transportation impact fee services have included peer analyses of other ordinances, impact fee formula structure, review of transportation impact fee formula variables (e.g., trip generation rates, new trips percent, trip length, and construction cost), identification of graduated implementation scale of variables, transportation impact fee ordinance review, web-based impact fee calculator, and public workshop and hearing services. Our most recent update to the impact fee ordinance recommended the adoption of a consistent impact fee formula structure between the City and the County, with a graduated impact fee scale bringing the existing impact fee ordinance rates up to approximately 50% of the County rates.

Corridor, Sub-Area, and Special Transportation Studies, Zephyrhills, FL — Project manager. Kimley-Horn reviewed transportation engineering services for land development projects within the City of Zephyrhills. Our services included determining expected project impacts of developments (including vehicular, pedestrian, bicycle, transit), addressing safety and operational concerns related to expected project impacts, and analyzing and evaluating appropriate mitigation (if necessary) to address project impacts.

Fire and Law Enforcement Impact Fee Study, Zephyrhills, FL — Project manager for the development of the first fire and law enforcement impact fees for the City of Zephyrhills. These fees were defined based upon the existing level of service provided to the existing population by the City's Fire Department and Police Department. Fees were determined for residential and non-residential land use categories, based upon overall use of each departmental area and best available at the time, in an effort to maintain the existing levels of service for each departmental use with new development and growth in the City.

Zephyrhills US 301 Corridor Review, Zephyrhills, FL — Principal-in-charge. Kimley-Horn provided technical guidance and support to identify issues associated with the proposed one-way pair system proposed by the Florida Department of Transportation (FDOT). Previous studies identified two lanes for each of the one-way pairs while the latest proposal from FDOT recommends a one-way pair system with three lanes in each direction. At the direction of the City of Zephyrhills, Kimley-Horn conducted a preliminary evaluation that included: reviewing appropriate current and prior transportation, analysis, reviewing issues and alternative options with the City, performing travel demand forecasting, and coordination with FDOT.

Zephyrhills Daughtery Road and Dairy Road Study, Zephyrhills, FL — Technical advisor that worked collaboratively with the City of Zephyrhills Public Works Department and Police Department. Kimley-Horn reviewed the following issues: significant sight obstructions (vertical curves, utility poles, utility cabinets, topography of adjacent properties within the sight triangle, parked vehicles, landscaping, etc.), speed of vehicles traveling eastbound and westbound on Daughtery Road, safety of users of the trail on the east side of Dairy Road crossing Daughtery Road, failure of northbound and southbound vehicles to stop at the intersection of Daughtery Road, and the potential difficulty of an older driver population to safely navigate the intersection.

SPECIAL QUALIFICATIONS

- More than 31 years of experience serving as project manager for a wide range of traffic planning and transportation operation projects
- Experience includes traffic and transportation engineering services and studies, signal system construction engineering and inspection, corridor studies, circulation and parking studies, and planning services

PROFESSIONAL CREDENTIALS

- Master of Science, Civil Engineering, Georgia Institute of Technology
- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Professional Engineer in Florida

PROFESSIONAL AFFILIATIONS

- Member, Institute of Transportation Engineers (ITE)

DUSTIN BALLARD, P.E.

Construction Management; Professional Engineering; Construction Services



RELEVANT EXPERIENCE

University of South Florida (USF) Research Foundation Building, Tampa, FL — Project manager. Kimley-Horn is providing professional civil engineering, transportation, and landscape architecture services for the redevelopment of the USF Research Foundation Building's parking lot, located on the south side of USF's campus. The USF Research Park wanted to add a proposed research building on top of an existing parking lot. Parking was a major concern with staff and one of the first project tasks. Kimley-Horn's transportation team conducted a parking analysis for the Research Park to help USF understand their current parking layout, along with future projections upon completion of the buildout. We then developed conceptual parking layouts throughout the Research Park, discussed the pros and cons of each layout, and created a final layout that was recently completed during construction.

University of South Florida (USF) Football Training Center, Hillsborough County, FL — Project engineer. Kimley-Horn is currently providing professional design services for the new USF football training center. Estimated to cost $40 million, this center will expand upon the Frank Morsani Football Practice Complex and will feature an 83,000-square-foot indoor practice facility. The facility is slated to include a full-size indoor synthetic turf football field, a half-size outdoor synthetic turf agility field, and a natural turf soccer field for the women's soccer team. Kimley-Horn's specific scope of services includes site hardscape and civil engineering.

Loading Dock Car Wash Facility at Moffitt Cancer Center's Magnolia Campus, Tampa, FL — Project manager. Kimley-Horn provided professional civil engineering services for renovations to the drainage area adjacent to the rear truck docks at Moffitt Cancer Center's Magnolia Campus. The client wished to modify the loading dock area to correct some car wash issues, such as the car wash area overflowing into the existing trench drain. The client wanted to create a concrete area which captures the car wash and ties into the existing sanitary sewer system. We designed a concrete pad and associated storm and sewer connects for the Trash Cart Wash area. Our scope of services included construction drawings and permitting/construction.

Sparkman Wharf (FKA Channelside Bay Plaza), Tampa, FL — Project engineer. Kimley-Horn is providing civil engineering and landscape architecture services for this redevelopment located at Channelside Drive along the Garrison Channel. Channelside Bay Plaza is being reinvented as a locally inspired destination on the Downtown Tampa waterfront, featuring a one-acre recreation lawn, restaurants, retail, office space, and entertainment. The property has been renamed Sparkman Wharf in honor of Stephen Sparkman, Tampa Bay's first congressman, who defined the city by securing funding to dredge a channel for Tampa's port. The overall goal of the redevelopment is to draw people in at all times of the day - every day of the week. The 180,000 square feet of loft-style office space will stimulate the property on weekdays. For evening and weekend appeal, the dining garden, biergarten, and recreational lawn overlooking the waterfront will attract downtown visitors and residents. Park programming will include concerts to entertain crowds on the event lawn. Specialty venues are being designed for local chefs to showcase their street-food creations from within repurposed shipping containers decorated by Tampa artists to tie in the industrial feel.

SPECIAL QUALIFICATIONS

- More than 21 years of experience in utility, mixed-use, residential, commercial, and light industrial engineering as a designer and professional engineer
- Project experience includes civil/site work for a variety of sites; Americans with Disabilities Act (ADA) site evaluations, rehabilitation, and design; the design of wet and dry ponds; lift station and force main design; water, wastewater, and collection systems design
- Lead engineer observing all aspects of construction related to approved plans and documents. Will implement monitoring procedures to ensure complete project control is maintained. Knows and has observed the testing requirements related to civil stormwater systems and utility systems

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of South Florida
- Professional Engineer in Florida
- FDOT Maintenance of Traffic (MOT) Certified

PROFESSIONAL AFFILIATIONS

- N.A.

ALLISON MEGRATH, AICP, CNU-A

Grant Assistance



RELEVANT EXPERIENCE

Florida Recreation Development Assistance Program (FRDAP) Grant Proposal for OJ Phillips Recreation Park, Union County, FL — Grant specialist. Kimley-Horn prepared a Florida Department of Environmental Protection (FDEP) FRDAP Grant for Union County. This project included upgrades to the baseball fields, fencing, and lighting. The full amount of the grant request for $165,000 was awarded.

Floodplain Management Plan Grant Proposal, Hollywood, FL — Grant specialist. Kimley-horn prepared a Community Development Block Grant Mitigation (CDBG-MIT) Rebuild Florida General Planning Support Program grant application on behalf of the City of Hollywood to create a floodplain management plan. The grant application was successful, and the City was funded $400,000 to complete the plan. The floodplain management plan intends to reduce or eliminate risk to people and property from flood hazards. The objective was to develop an overall strategy of programs, projects, and measures that reduce the adverse impact of flood hazard.

City of Hollywood Liberia-Oakwood Wastewater Collection System Hardening Grant Proposal, Hollywood, FL — Grant specialist. Kimley-Horn prepared a Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Repair Program grant for the City of Hollywood to repair and strengthen lift stations N-07, N-08, and associated pump station to ensure that the approximate 4,000 residents within its basin were protected against loss of services. More than 85% of the community is low- to moderate-income. The project allowed the installation of permanent generators, lighting protection, and flood proofing to mitigate damage associated with storm surge and flooding up to and including the 500-year flood levels. The grant application was successful, and the City received $3,435,000 to complete the upgrades.

Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant (TAG), Palm Springs, FL — Grant specialist. Kimley-Horn prepared a DEO Community Planning TAG for the City of Palm Springs. The Village of Palm Springs is an established and mature community with more than 20,000 citizens in east central Palm Beach County. The City is making progress toward the removal of on-site septic tank systems and a shift to a centralized wastewater collection and transmission system for both environmental and economic reasons. The grant will be used to prepare a septic to sewer plan. The grant application was successful, and the Village received $47,500 to complete the septic to sewer plan.

St. Johns River Water Management District (SJRWMD) Cost Share Rural Economic Development Initiative (REDI) Grant, Flagler Beach, FL — Grant specialist. Kimley-Horn prepared a REDI grant for a flood control project for the City of Flagler Beach. The City was awarded the full amount of the request of $500,000.

City of Boynton Beach Grant Proposal – San Castle Drainage, Road, and Utility Improvements, Boynton Beach, FL — Project manager. Kimley-Horn prepared a Rebuild Florida Community Development Block Grant – Mitigation (CDBG-MIT) General Infrastructure Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the San Castle neighborhood. The funds were used for critical upgrades to an underserved population by improving road, utility, and stormwater components. It will raise the quality of life for the residents by providing a reliable source of drinking water, the ability to move freely in and out of the neighborhood and knowing that stormwater will properly drain following a major rain event. The project was one of 17 selected applications (out of 246 applications) and the City was awarded the full funding of $16,500,000.

SPECIAL QUALIFICATIONS

- More than 29 years of experience in community planning, including building a strong practice in grant writing and administration
- Experienced in all aspects of the grants process from identification, to preparing applications, to tracking award announcements, to administration, and finally successful project implementation and grant award close out
- Has been recently awarded grants from the Florida Department of Economic Opportunity ($16,500,000), the Florida Department of State ($500,000), and the Florida Department of Environmental Protection ($196,000)

PROFESSIONAL CREDENTIALS

- Bachelor of Urban Studies, University of Toronto
- American Institute of Certified Planners (AICP)
- Congress for New Urbanism (CNU)

PROFESSIONAL AFFILIATIONS

- Member, American Planning Association (APA)

SHELBY HUGHES, P.E.

Utilities Task Leader



Shelby is a water resources engineer with more than 10 years of experience involving water and wastewater utility projects. Shelby's technical experience includes planning, design, permitting, and construction of water and wastewater collection, distribution, transmission, and treatment systems. Shelby's experience also includes hydraulic modeling, sanitary sewer capacity analysis, water and wastewater master planning, force main assessments, inflow and infiltration studies, and asset management program development. Shelby has facilitated the completion of a large variety of water/wastewater projects through traditional design, bid, build and collaborative delivery procurement methods, by prioritizing the Client's needs and ensuring a comprehensive team is dedicated to the success of the project.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida and Arizona

PROFESSIONAL AFFILIATIONS

- Member, American Water Works Association (AWWA)
- Member, American Society of Civil Engineers (ASCE)

RELEVANT EXPERIENCE

- **General Engineering Services (2012 – 2022)** — St. Pete Beach, FL
- **Inflow and Infiltration Report and Model Capacity Report** — St. Pete Beach, FL
- **Sanitary Sewer Expansion Project** — St. Pete Beach, FL
- **Asset Management Program** — St. Pete Beach, FL
- **Manatee County General Engineering Services** — Manatee County, FL
- **Manatee County Force Main Projects (FMs 1M, 5, 13A, 23A)** — Manatee County, FL
- **General Engineering Services** — City of Treasure Island, FL
- **Capacity, Management, Operation, and Maintenance (CMOM) Assessment** — City of Treasure Island, FL
- **Master Force Main Assessment** — City of Treasure Island, FL
- **CORIX (Sunshine Water Services) General Engineering Services (2014 – 2022)** — Multiple Locations, FL

JAMES PANKONIN, PLA, ASLA, LEED AP

Master Planning, General Planning, Codes/Ordinances; Parks and Recreation; Landscape Architecture



James is a registered landscape architect with more than 18 years of experience. His project experience includes master planning and programming, streetscape design, parks and recreation design, site planning, amenity center programming and design, custom hardscape design and detailing, construction document preparation and permitting, construction phase services, project team coordination, and preparation of presentation graphics. James is also experienced in facilitating public engagement meetings, design charrettes, and building consensus among diverse stakeholder groups. He has worked with many local municipalities to incorporate low impact development practices (such as bioswales and rain gardens) into the landscape design to capture and treat stormwater runoff.

PROFESSIONAL CREDENTIALS

- Bachelor of Landscape Architecture, Landscape Architecture, University of Georgia
- Professional Landscape Architect in Florida
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

PROFESSIONAL AFFILIATIONS

- Member, American Society of Landscape Architects (ASLA)

RELEVANT EXPERIENCE

- **Zephyrhills CRA Master Plan Update** — Zephyrhills, FL
- **Baker Park** — Naples, FL
- **Siesta Key Beach Park** — Sarasota County, FL
- **Bradenton Downtown development Authority Riverwalk** — Bradenton, FL
- **Bradenton Urban Forestry Master Plan (UFMP) Update** — Bradenton, FL
- **Hercules Park** — Zephyrhills, FL
- **17th St Regional Park** — Sarasota, FL
- **Lincoln Park Aquatic Center** — Manatee County, FL

JORDAN WALKER, P.E.

Water/Wastewater; Solid Waste and Recycling Collection



Jordan is a water resources engineer with over 11 years of experience. Jordan's technical experience includes design, permitting, and construction of water and wastewater collection, transmission, treatment, and disposal systems. Jordan is knowledgeable with permitting through all agencies, including FDEP, SWFWMD, FDOT, and ACOE and provides construction phase services, including contractor solicitation, bid analyses, management recommendations, site construction management, and quality control. In addition to design and construction projects, Jordan has planning experience including Capacity, Management, Operations and Maintenance (CMOM) development, hydraulic modeling, water and wastewater master planning, inflow and infiltration studies, and asset management program development.

RELEVANT EXPERIENCE

- **Manatee County Force Main Projects** — Manatee County, FL
- **General Engineering Services** — Manatee County, FL
  - **Southeast Water Reclamation Facility (SEWRF) Improvement Projects**
  - **Manatee County 7.5-million-gallon-per-day (MGD)North County Regional Water Reclamation Facility (NCRWRF) Flow Equalization Tank**
  - **Force Main 5 Rehabilitation Project**
  - **Force Main 1M Rehabilitation**
  - **Force Main 15D**
  - **Force Main 13A Rehabilitation**

PROFESSIONAL CREDENTIALS

- Master of Engineering, Water Resources, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida
- Pipeline Assessment Certification

PROFESSIONAL AFFILIATION

- Member, American Water Works Association (AWWA)

MICHAEL (MIKE) SEMAGO, P.E.

Water/Wastewater



Mike has 10 years of experience providing planning, design, permitting, and construction management of water, wastewater, and reclaimed water projects. He has assisted with design and managed numerous pump station and water/wastewater pipeline projects, from small scale to several million-dollar capital improvement projects. He has significant experience with sanitary sewer collection/transmission modeling, design of master pump stations, and pump station rehabilitation. Mike currently serves as the client service manager for the City of Temple Terrace as project manager on a variety of water/wastewater projects including force main replacements, lift station rehabilitations, master lift station replacement, system wide hydraulic modeling/planning, lift station condition assessments, CIP development, FDOT utility relocations, and sewer capacity analysis for new developments.

RELEVANT EXPERIENCE

- **City of Temple Terrace General Utility Services Contract** — City of Temple Terrace, FL
- **Force Main D Replacement** — City of Temple Terrace, FL
- **Lift Station A Rehabilitation** — City of Temple Terrace, FL
- **Master Lift Station SA Rehabilitation** — City of Temple Terrace, FL
- **Force Main A Replacement** — City of Temple Terrace, FL
- **Tree Tops Lift Station and Force Main Replacement** — City of Temple Terrace, FL
- **Wastewater Master Plan** — City of Temple Terrace, FL

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil and Environmental Engineering, University of Central Florida
- Professional Engineer in Florida

PROFESSIONAL AFFILIATIONS

- Member, Water Environment Federation (WEF)
- Member, American Water Works Association (AWWA)

Professional Services City-Wide *for*

Community Redevelopment Agency,
Planning, *and* Public Works

Tab I

References

I. References

Kimley-Horn is proud of the relationships we have developed with our clients, and much of our success over the last five decades is directly related to our efforts to perform high quality, timely services for all our clients. The client references provided in this sections are also included with similar projects performed recently in Section G. Experience and Qualifications of the Firm/Team. We invite you to contact our references; these individuals will tell you that we listened to their needs, met their schedules, accomplished their missions, and delivered results.

1 Company Name: City of Zephyrhills

Project Title: Zephyrhills Daughtery Road and Dairy Road Study
Project Location: Zephyrhills, FL
Project Start: 2015
Project Completion Date: 2016
Owner Name: Shane LeBlanc, Public Works Director
Owner Address: 5335 Eighth Street, Zephyrhills, FL 33542
Phone Number and Email: 813.780.0022, ext. 3561; sleblanc@ci.zephyrhills.fl.us
Project Amount: $10,000
Services completed in Budget? Yes/No Why?: Yes
Services completed on time? Yes/No Why?: Yes

Project Description: Kimley-Horn worked collaboratively with the City of Zephyrhills Public Works Department and Police Department to review the following issues: significant sight obstructions (vertical curves, utility poles, utility cabinets, topography of adjacent properties within the sight triangle, parked vehicles, landscaping, etc.), speed of vehicles traveling eastbound and westbound on Daughtery Road, safety of users of the trail on the east side of Dairy Road crossing Daughtery Road, failure of northbound and southbound vehicles to stop at the intersection of Daughtery Road, and the potential difficulty of an older driver population to safely navigate the intersection.

2 Company Name: City of St. Petersburg

Project Title: St. Petersburg Pier Approach
Project Location: St. Petersburg, FL
Project Start: 2016
Project Completion Date: 2019
Owner Name: Raul Quintana, AIA, LEED AP
Owner Address: One 4th Street North, St. Petersburg, FL 33701
Phone Number and Email: 727.893.7913; raul.quintana@stpete.org
Project Amount: $90,000,000
Services completed in Budget? Yes/No Why?: Yes
Services completed on time? Yes/No Why?: Yes

Project Description: Kimley-Horn was selected to provide professional engineering services for the St. Petersburg Pier Approach project. The Master Plan vision embraced "a continued legacy of preserved and enhanced open space that is inclusive and offers opportunities for all." Kimley-Horn provided parking design, civil engineering, landscape architecture, structural engineering, and construction phase services for the St. Pete Pier. Due to this project's success, our Kimley-Horn team, led by Dawn Dodge, P.E., LEED AP is now working on the St. Petersburg Municipal Marina's redevelopment to the south of the pier.





3 Company Name: City of St. Pete Beach

Project Title: St. Pete Beach General Engineering Services
Project Location: St. Pete Beach, FL
Project Start: 2012
Project Completion Date: 2022
Owner Name: Brett Warner
Owner Address: 1112 39th Ave. Northeast, St. Pete Beach, FL 33703
Phone Number and Email: 727.363.9254; bwarner@stpetebeach.org
Project Amount: N.A.
Services completed in Budget? Yes/No Why?: Yes
Services completed on time? Yes/No Why?: Yes

Project Description: Kimley-Horn was selected in 2012, 2017, and 2021 to provide general engineering services to the City of St. Pete Beach for an array of projects ranging from project management, capital program development, capital project design, permitting, construction, procurement package development, and grant and federal funding. Kimley-Horn works with almost every department of the City of St. Pete Beach to implement infrastructure improvements, complete feasibility studies, and condition assessments, and assist with program management and long-term planning efforts. Kimley-Horn has completed 85 projects to date, operating as the City's primary consultant.



4 Company Name: Merritt Island

Project Title: Merritt Island Redevelopment Agency Continuing Landscape Architecture and Planning Services
Project Location: Merritt Island, FL
Project Start: 2016
Project Completion Date: 2017
Owner Name: Lisa Leger Frazier, Executive Director
Owner Address: 2575 North Courtenay Parkway, No. 207, Merritt Island, FL 32953
Phone Number and Email: 321.454.6610; MIRA@BrevardFL.gov
Project Amount: $40,000
Services completed in Budget? Yes/No Why?: Yes
Services completed on time? Yes/No Why?: Yes

Project Description: Kimley-Horn provided landscape architecture and planning services for the Merritt Island Commercial Core Land Use Analysis. For this project, Kimley-Horn prepared the land use and infrastructure report including a carrying capacity analysis based on existing and projected development, adopted capital improvements plan (CIP), zoning and land use provisions, and regional stormwater master plans. This plan also analyzed future capital improvements needs and a possible Complete Streets enhancement project for Sykes Creek Boulevard.



5 Company Name: City of Hollywood

Project Title: Liberia-Oakwood Wastewater Collection System Hardening
Project Location: Hollywood, FL
Project Start: 2020
Project Completion Date: 2021
Owner Name: Phyllis Shaw, CPPT, CAPPP, MBA, Accounting System Manager - Treasury
Owner Address: P.O. Box 229045, Hollywood, FL 33022
Phone Number and Email: 954.967.4357; PSHAW@hollywoodfl.org
Project Amount: $3,435,000
Services completed in Budget? Yes/No Why?: Yes
Services completed on time? Yes/No Why?: Yes

Project Description: Kimley-Horn prepared a Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Repair Program grant for the City of Hollywood to repair and strengthen lift stations N-07, N-08, and an associated pump station to ensure that the 4,079 residents within its basin are protected against loss of services. Over 85% of the community is low- to moderate-income. The project will allow the installation of permanent generators, lighting protection, and flood proofing to mitigate damage associated with storm surge and flooding up to and including the 500-year flood levels. The grant application was successful, and the City was awarded $3,435,000 to complete the upgrades.

6 Company Name: USF Research Foundation, Inc.

Project Title: USF Research Park General Civil Services
Project Location: Tampa, FL
Project Start: 2019
Project Completion Date: Ongoing
Owner Name: Allison Madden, MBA
Owner Address: 3802 Spectrum Boulevard, No. 100, Tampa, FL 33612
Phone Number and Email: 813.974.5095; amadden@usf.edu
Project Amount: $26,000
Services completed in Budget? Yes/No Why?: Yes
Services completed on time? Yes/No Why?: Yes

Project Description: Kimley-Horn is providing professional civil engineering services for the USF Research Park on the south side of the USF Campus. The Research Park is approximately 112 acres and houses some of the best researchers, inventors, and entrepreneurs from all over the world. Kimley-Horn is providing stormwater recommendations and design for their existing pond, developing Engineers Opinion of Probably Cost (EOPC) for future projects, researching and developing conceptual designs for a new fitness trail around the Park, developing a sign plan and permit for one of their new LED Signs at the entrance to the Park, and more to come.

7 Company Name: City of Temple Terrace

Project Title: City of Temple Terrace General Utility Services Contract
Project Location: Temple Terrace, FL
Project Start: 2017
Project Completion Date: Ongoing
Owner Name: Troy Tinch, Utilities Director
Owner Address: 11250 N 56th St, Temple Terrace, FL 33617
Phone Number and Email: 813.506.6575; ttinch@templeterrace.com
Project Amount: N.A.
Services completed in Budget? Yes/No Why?: Yes
Services completed on time? Yes/No Why?: Yes

Project Description: Kimley-Horn was selected in 2017 to provide general engineering services to City of Temple Terrace for various public works projects. Our services include design, permitting, and construction services.

Professional Services City-Wide *for*

Community Redevelopment Agency,
Planning, *and* Public Works

Tab J

Licenses

J. Licenses

Kimley-Horn

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 10, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

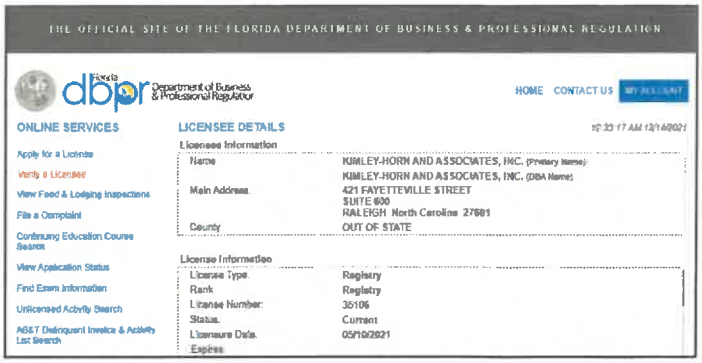
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of February, 2022

Secretary of State

Tracking Number: 9701669894CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication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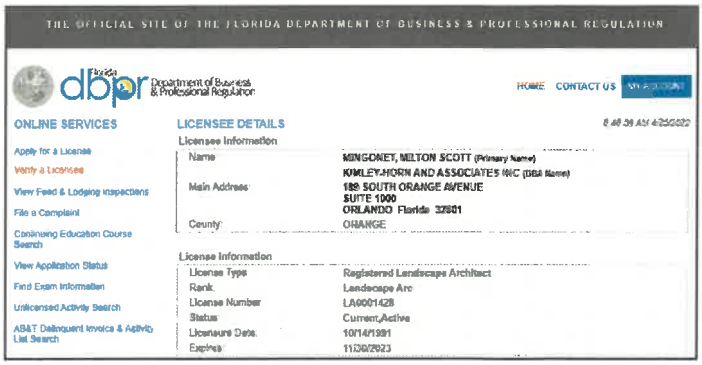
LICENSEE DETAILS

Licensee Information

Name	KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)
	KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name)
Main Address	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Caroline 27601
County	OUT OF STATE

License Information

License Type	Registry
Rank	Registry
License Number	35106
Status	Current
Licensure Date	05/10/2021
Expires	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LICENSEE DETAILS

Licensee Information

Name	MINGONET, MILTON SCOTT (Primary Name)
	KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address	189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO Florida 32801
County	ORANGE

License Information

License Type	Registered Landscape Architect
Rank	Landscape Arc
License Number	LA0001428
Status	Current,Active
Licensure Date	10/14/1991
Expires	11/30/2023

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB696
Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Kimley-Horn continued



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DODGE, DAWN MARIE

LICENSE NUMBER: PE76221

EXPIRATION DATE: FEBRUARY 28, 2023



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HATTON, CHRISTOPHER CURRIE

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WHITE, WAYNE E.

LICENSE NUMBER: PE51232

EXPIRATION DATE: FEBRUARY 28, 2023



STATE OF FLORIDA

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BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN IS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PANKONIN, JAMES ROBERT

LICENSE NUMBER: LA0668900

EXPIRATION DATE: NOVEMBER 30, 2023



GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

James Pankonin

LEED® ACCREDITED PROFESSIONAL

March 28, 2009



STATE OF FLORIDA

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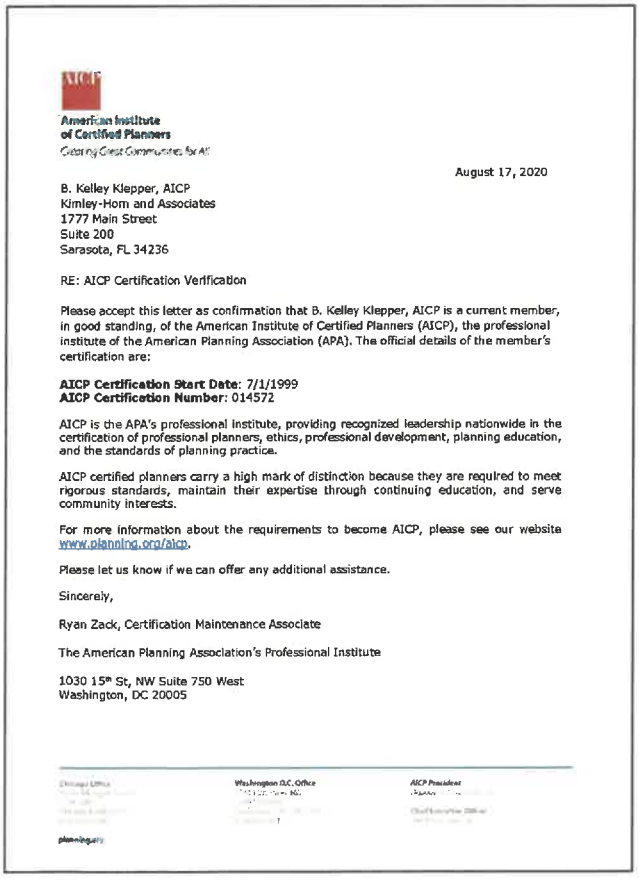
GARAU, MICHAEL

LICENSE NUMBER: PE90713

EXPIRATION DATE: FEBRUARY 28, 2023



American Institute of Certified Planners

Creating Great Communities for All

August 17, 2020

B. Kelley Klepper, AICP
Kimley-Horn and Associates
1777 Main Street
Suite 200
Sarasota, FL 34236

RE: AICP Certification Verification

Please accept this letter as confirmation that B. Kelley Klepper, AICP is a current member, in good standing, of the American Institute of Certified Planners (AICP), the professional institute of the American Planning Association (APA). The official details of the member's certification are:

AICP Certification Start Date: 7/1/1999
AICP Certification Number: 014572

AICP is the APA's professional institute, providing recognized leadership nationwide in the certification of professional planners, ethics, professional development, planning education, and the standards of planning practice.

AICP certified planners carry a high mark of distinction because they are required to meet rigorous standards, maintain their expertise through continuing education, and serve community interests.

For more information about the requirements to become AICP, please see our website www.planning.org/aicp.

Please let us know if we can offer any additional assistance.

Sincerely,

Ryan Zack, Certification Maintenance Associate

The American Planning Association's Professional Institute

1030 15th St, NW Suite 750 West
Washington, DC 20005



AICP

This certificate hereby qualifies

Philip DiMaria

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 32396

Joel Albizo, FAICP, CM
Chief Executive Director

Deborah Lawlor, FAICP, PP
President

American Institute of Certified Planners

Creating Great Communities for All

Verify: https://www.youraccision.com/gotWANgOLg

Kimley-Horn continued

This certificate hereby qualifies

William E. Roll, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 013953

Paul Farmer, FAICP
Chief Executive Officer

Anna Breinich, AICP
President

The American Planning Association's
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AICP

THE AMERICAN INSTITUTE OF CERTIFIED PLANNERS

CLARENCE ENG

Has qualified as a

Member

with all benefits of a Certified Planner and responsibility to the
AICP Code of Ethics and Professional Conduct.

Membership Certificate Number 015595

July 1, 2000

President

Executive Director

This certificate hereby qualifies

Bradley E. Davis, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 024765

Paul Farmer, FAICP
Executive Director and CEO

The American Planning Association's
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American Institute of Certified Planners

This certificate hereby qualifies

Jared R. Schneider, AICP

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Certified Planner Number 024814

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Executive Director and CEO

Paul Inghram, AICP
President

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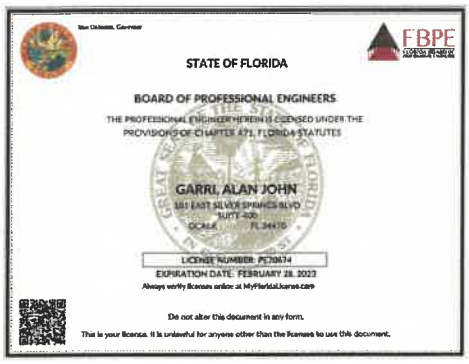
Kimley-Horn continued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The American Institute of Certified Planners
The Professional Institute of the American Planning Association
hereby qualifies
Allison D. Megrath
as a member
with all the benefits
of a Certified Planner and
responsibility to the
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and Professional Conduct.
Certified Planner Number 019563
January 10, 2005


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ENVISION
JORDAN WALKER
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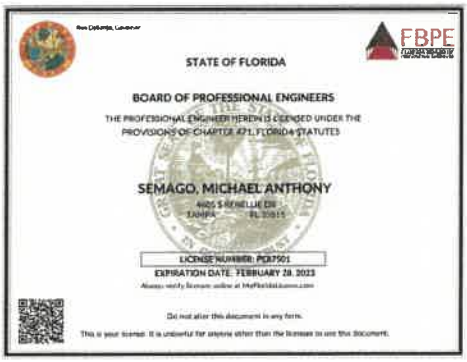
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State of Florida
Department of Business and Professional Regulation
Board Of Professional Geologists
This is to certify that
JASON CHAD SHEASLEY
has furnished satisfactory evidence of attainments and qualifications, and has complied with all requirements of Chapter 492, Florida Statutes, and is hereby licensed as a
Professional Geologist
In conformity with an act of the Legislature of the State of Florida, creating and regulating the profession.
License Number PG 2256
Date Issued: August 23, 2002
Jeb Bush, Governor
Tom Scott, Board Chair


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS
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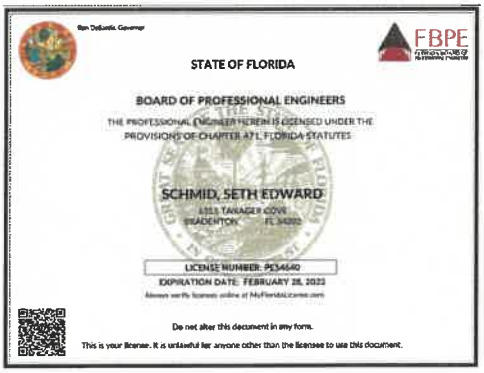
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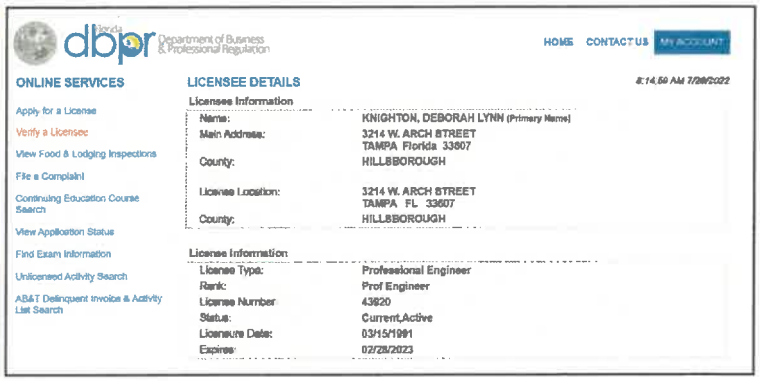
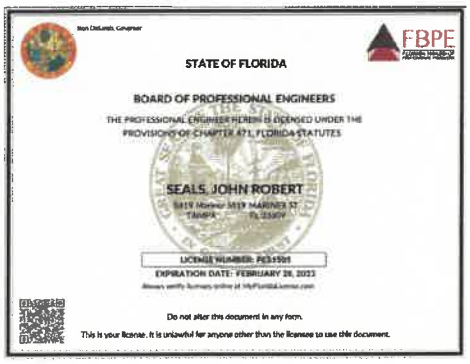
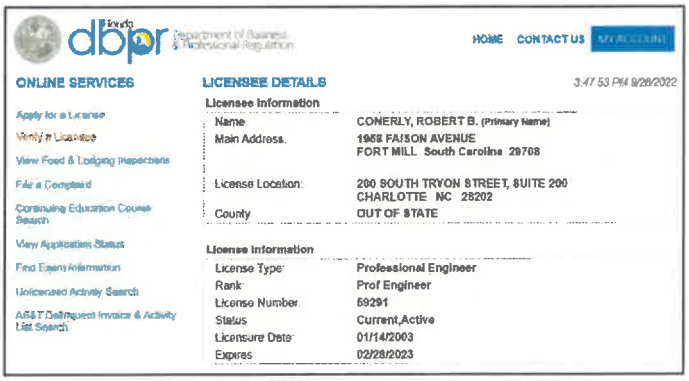












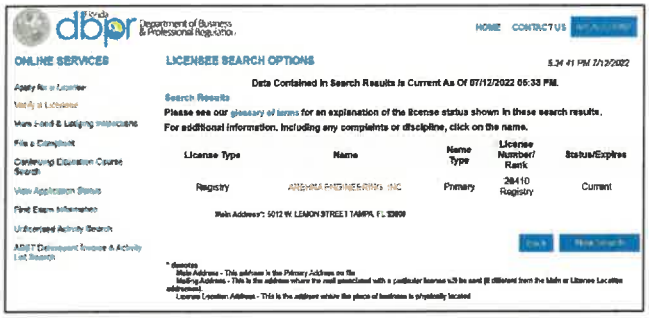






Subconsultants

AREHNA Engineering, Inc.



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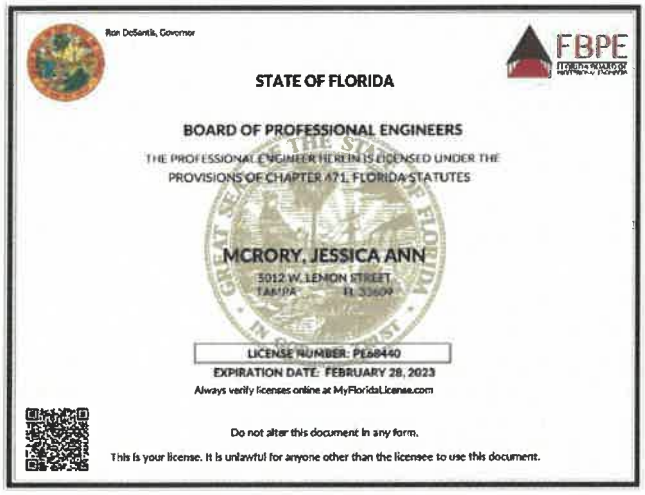
For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registry	AREHNA ENGINEERING, INC	Primary	28410 Registry	Current

Main Address*: 5012 W. LEMON STREET TAMPA, FL 33609



Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

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MCRORY, JESSICA ANN
5012 W LEMON STREET
TAMPA FL 33609

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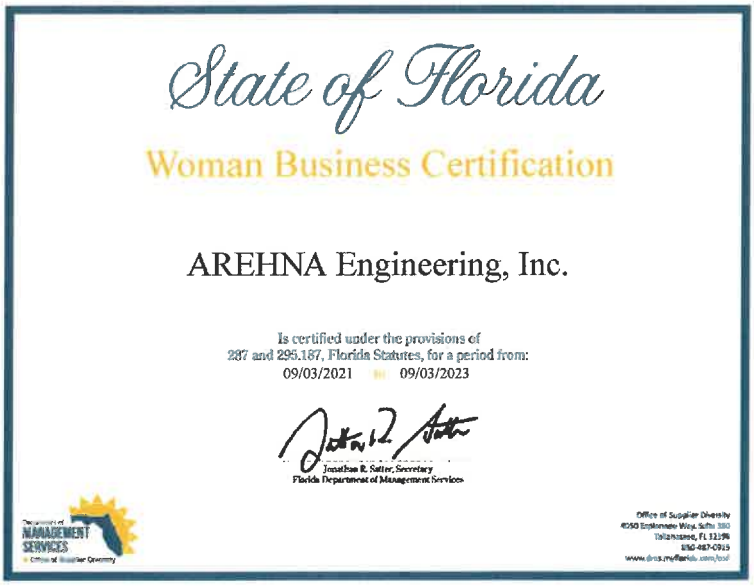


State of Florida

Woman Business Certification

AREHNA Engineering, Inc.

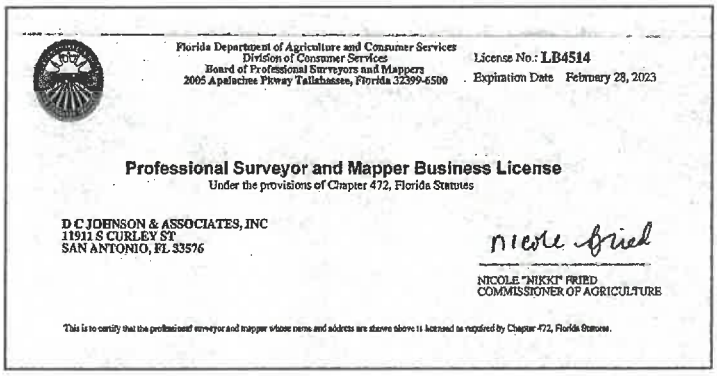
Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/03/2021 to 09/03/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of Management Services

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

DC Johnson & Associates, Inc.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB4514
Expiration Date February 28, 2023

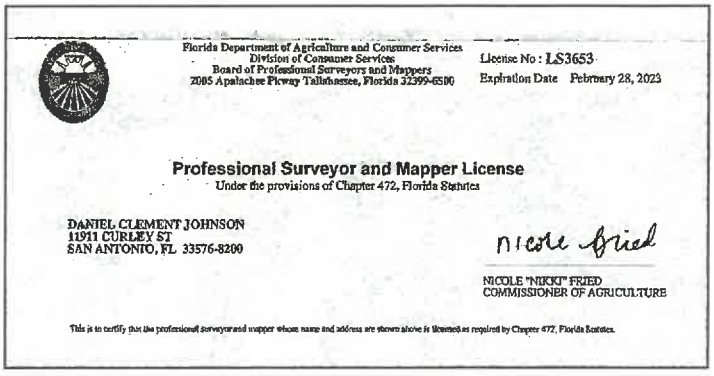
Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

D C JOHNSON & ASSOCIATES, INC
11911 S CURLEY ST
SAN ANTONIO, FL 33576

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS3653
Expiration Date February 28, 2023

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

DANIEL CLEMENT JOHNSON
11911 CURLEY ST
SAN ANTONIO, FL 33576-8200

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Professional Services City-Wide *for*

Community Redevelopment Agency,
Planning, *and* Public Works

Tab K

Forms

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

certifies that Kimley-Horn and Associates, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

9/22/22
Date

PUR052.036
re. 10/97

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05

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

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

by Dawn Dodge, P.E., LEED AP/Assistant Secretary
(print individual's name and title)

for Kimley-Horn and Associates, Inc.
(print name of entity submitting sworn statement)

whose business address is
201 North Franklin Street, Suite 1400, Tampa, FL 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-0885615

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

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

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

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

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

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

_____
(Signature)

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

Personally known _____

Or Produced identification _____ By means of ___ physical presence or ___ online notarization.
Notary Public – State of _____

_____
My commission expires _____
(Type of Identification)

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

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Addenda Receipt Acknowledgment
35-22-05

Addendum #	1	Date	9/16/22	Initials	DD
Addendum #	2	Date	9/27/22	Initials	DD
Addendum #		Date		Initials	
Addendum #		Date		Initials	

Firm Representative:

10/3/2022

Signature/Date **(Executed by Corporate Authority)**

NON-COLLUSIVE AFFIDAVIT
35-22-05

State of Florida
County of Pinellas

Dawn Dodge, P.E., LEED AP, being first duly sworn, deposes and says that he/she is Assistant Secretary, 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

Kimley-Horn and Associates, Inc. *(Company Name)*

State of Florida
County of Florida

The foregoing instrument was acknowledged before me this 22nd day of September, 2022 by
Dawn Dodge, P.E. *(name and title of corporate officer)*
of Kimley-Horn and Associates, Inc. *(Name of Corporation),*
a North Carolina *(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. By means of ✓ physical presence or ___ online notarization

(Signature line for notary public)
Jeanne M. Doucet *(Name of notary type, printed or stamped)*
Notary Public of Florida *(Title or rank)*

My commission expires: 08/12/2026
Serial number, if any HH 253990

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

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E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: Kimley-Horn and Associates, Inc.

Authorized Signature:

Title: Assistant Secretary

Date: 9/22/22

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Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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: Kimley-Horn and Associates, Inc.

Authorized Signature:

Title: Assistant Secretary

Date: 9/22/22

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

Firm: Kimley-Horn and Associates, Inc.
Name of Company – Please Print

Signature:
Authorized Company Representative

Name/Title: Dawn Dodge, P.E., LEED AP/Assistant Secretary

Address: 201 North Franklin Street, Suite 1400, Tampa, FL 33602

Date: 9/22/22

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RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS.**

Authorized Signature

9/22/22
Date

Dawn Dodge, P.E., LEED AP
Printed Name

Kimley-Horn and Associates, Inc.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 22nd day of September A.D. 2022

(Seal) By: Jeanne M. Doucet

Title: Notary Public of Florida

By means of ✓ physical presence
or ___ online notarization.

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

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City Council Meeting
October 24, 2022

Action Item

BUSINESS ITEMS/PUBLIC HEARING 3.1

ACME Development on Wire Road North of C.R. 54

Second Reading **ORDINANCE NO. 1443-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Ordinance No. 1443-22 on the Second Reading

Issue:

This is a three-fold petition for an Annexation, Future Land Use Map Amendment (FLUMA), and Zoning Assignment. The annexation will remedy a County enclave within the City.

Background:

An Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition has been presented to the City by Commercial Site Solutions, Inc. (CSS) on behalf of the property owner (ACME Development Inc.) for a 4.95 acre parcel on Wire Road north of County Road 54. A 55-unit townhome community is anticipated to be developed if this petition is approved. This project was presented in the Planning Director's report at the April 11th, 2022 Council Meeting. At that meeting, Council directed the applicant and Staff to explore the possibility of constructing a left-hand turn lane on Wire Road. After analysis by the applicant's traffic consultant and meeting(s) with the County's ROW acquisition and use permit team, they determined that the project would not meet the criteria for such turn-lane. Therefore, a turn-lane is not part of this proposal. Also included with the ordinances as part of this package is a voluntary deed restriction to cap the maximum unit count at 55 units and a ROW dedication for fifteen feet (15) along Wire Road for future roadway improvements.

Attachment(s):

1. Ordinance 1443-22 Acme Annexation
2. Staff Report for CC Wire Rd Annx rezone fluma October 03 2022 w attachments
3. Wire Road At Driftwood Access Management Application 8-9-22

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval based on the staff report contained herein.

ORDINANCE NO. 1443-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.

WHEREAS, Acme Development Corporation, the property owners of the lands hereinafter described in Section 1 below, have requested and consented to the annexation by the City of Zephyrhills of the lands herein described in Section 1, below; and

WHEREAS, the City is authorized by Chapter 171, Florida Statues, to annex contiguous and infill area, and to extend the City limits upon receipt of written consent of the land owner, together with the approval of the City Council after notice and public hearing; and,

WHEREAS, the City Council has reviewed and evaluated the applications submitted, and has determined that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. The following described lands, lying and being situated in Pasco County, to wit:.

Parcel/Tax I.D. NUMBERS: 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010

Physical Address: 6700, 6712 and 6718 Wire Road, Zephyrhills, FL 33542

Legal Description:
Tract 36, Zephyrhills Colony Company Lands, as per plat thereof recorded in plat book 1, page 55, public records of Pasco County, Florida

6718
COM AT NW COR OF TRACT 36 OF ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 TH EAST ALG NORTH BDY OF TRACT 36 240 FT TH SOUTH 85 FT TH WEST 240 FT TH NORTH 85 FT TO POB OR 6900 PG 1798

Acreage: 4.95 Acres, MORE OR LESS.

Section 2. Said lands are contiguous to or is infill of the present City limits of the City of Zephyrhills. That said lands are now unincorporated and lie in the same County as said City, and when annexed would form a compact addition to the incorporated territory of said City. That the owners of said lands contained in the said area to be annexed have given written consent to have such annexation for said area.

Section 3. The City of Zephyrhills, Florida, is authorized by the legislature of the State of Florida, pursuant to Section 171.044, F.S., and pursuant to the Charter of the City of Zephyrhills, to annex contiguous or infill areas and to extend the City limits or territorial boundaries upon receipt of written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

Section 4. It is the intention of the City Council of the City of Zephyrhills, Florida to annex the above-described lands to said City within its territorial limits and the boundary lines of said City are hereby redefined and extended so as to include said area of lands within its territorial limits upon the final passage of this Ordinance.

Section 5. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1443-22 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of October, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1443-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of October, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1443-22 was approved by me this 24th day of October, 2022.

_____
Gene Whitfield, Mayor

Approved as to legal form and legal content

_____
Matthew E. Maggard, City Attorney

Staff Report
Memorandum

To: City Council

From: Rodney Corriveau, AICP – Senior Planner

RE: ANX 09-22 – ANX/FLU/RZ
6715 & 6718 Wire Rd Annexation, Land Use Map Amendment and Rezoning Planning Report

Date: October 10th 2022

I. BACKGROUND & INFORMATION

A. **History | Application Summary**

An Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition has been presented to the City by Commercial Site Solutions, Inc. (CSS) on behalf of the property owner (ACME Development Inc.) for a 4.92 acre parcel on Wire Road north of County Road 54.

This project was presented in the Planning Director's report at the April 11th, 2022 Council Meeting. At that meeting, Council directed the applicant and Staff to explore the possibility of constructing a left-turn lane on Wire Road. After analyses by the applicant's traffic consultant and meeting(s) with the County's ROW acquisition and use permit team, they determined that the project would not meet the criteria for such turn-lane. Therefore, a turn-lane is not part of this proposal. Also included with the Ordinances as part of this package is a voluntary deed restriction to cap the maximum unit count at 55 units and a ROW dedication for fifteen feet (15) along Wire Road for future roadway improvements.

B. **Site Information**

Applicant | Owner:	ACME Development Inc.
Location:	East side of Wire Rd. approx. 1,000 feet north of CR 54.
Parcel ID Number(s):	02-26-21-0010-03600-0000, 02-26-21-0010-03600-0010
Acreage:	4.92 Acres, M.O.L.
Existing Land Use:	Vacant, Single-Family home
Existing Future Land Use:	County Res. 6
Proposed Future Land Use:	RU (Residential Urban)

Existing Zoning:	County AR
Proposed Zoning:	R-4 High Density Residential
Approx. Density (when developed):	Anticipated at 11 DU per acre
Maximum Height:	30 Feet

II. DATA & ANALYSIS REVIEW

A. **Character Analysis**

The subject property is located along Wire Road just north of CR 54 in an established area of town. The property is bordered to the west by the Driftwood Villas residential subdivision. To the east is the Village Grove mobile home park, to the south is the Sleepy Hollow mobile home park, and to the north - larger lot single family homes. The subject property consists of 4.92 acres. The proposal remedies a County enclave within the City while applying a land use and zoning which is reflective of the general neighborhood, adjacencies and anticipated growth patterns. The anticipated use of the property will be approximately 55 townhomes. The property contains no wetlands or other environmentally sensitive features.

East – Village Grove MHP

West – Driftwood Villas

North – Various larger-lot single-family homes.

South – Sleepy Hollow MHP.

B. **Compatibility Analysis**

1. Future Land Use Map (FLUMA) Amendment
   (a) The subject property (4.92) qualifies as a small-scale plan amendment;
   (b) The request is to change the subject property's future land use designation from Res-6 to Residential Urban and is consistent with the abutting properties, which are:
      i. County to the north (AR)
      ii. Mobile Home/Recreational Vehicle to the east
      iii. Mobile Home/Recreational Vehicle to the south
      iv. RU (Residential Urban) to the west;
   (c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
   (d) Utility capacity is available for the proposed petition;
   (e) Transportation:
      (1) Subject parcel abuts Wire Road and a County ROW use permit and ROW dedication will be required;

(2) Residential development is projected to have a de minimus impact at 382 average daily trips. City of Zephyrhills LDC defines de minimus at less than 1,200 average daily trips.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development. It is also consistent and compatible with the land use/development trends of the area as it provides an essential recreational element to the public. See attached FLU Map. Staff is coordinating with County Staff as part of the JPA (Joint Planning Area) agreement between the City and County to ensure complete compliance.

2. Rezoning
   (a) The request is to change the subject property's zoning classification from County AR to R-4;
   (b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
      i. County AR to the north
      ii. M-1 Mobile Home Subdivision to the east
      iii. M-3 Recreational Vehicle to the south
      iv. PUD to the west;
   (c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

   The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. As the City grows, the need for higher density fee simple ownership opportunities becomes greater. This rezoning and FLUMA furthers these goals and objectives of the Comprehensive Plan while remaining consistent with the adjacent zoning. See attached zoning map.

C. **Natural & Historic Resources Analysis**

The following site characteristics are provided:

1. Soil Types – Tavares, Tavares fine, and Lake fine sands with 0-5% slope. This type of soil is described as very deep, well-drained and is well-suited for development.
2. Flood Plain – The subject property is located in Flood Zone "X" and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies – There are not wetlands or bodies of water located on the subject property.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – A Protected Species Assessment produced by Universal Engineering Sciences dated February 10th 2022 has been submitted by the applicant. There appears to be eight potentially occupied gopher tortoises burrows onsite. Proper permits shall be

obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City.

D. **Public Services Analysis | Impact**

POLICE	Projected general police service demand is within the City's existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County's existing service capabilities. The City is currently coordinating with the County.
WATER	Water service is available to the subject property along Wire Road. Any future development of the property will require connection. Projected general water service demand is 16,500 GPD (55 units at 300 GPD = 16,500). **According to the Utilities Department, capacity is currently available based upon the Water Use Permit (WUP) estimates.** The City is exploring options to ensure adequate water supply into the future to support growth. This is an ongoing discussion with various entities. **Please direct questions to the Utilities Department.**
SEWER	Sewer services are available along Wire Road approximately 600 feet south of subject property. Projected waste water service demand is 11,000 GPD (55 units at 200 GPD = 11,000). **According to the Utilities Department, capacity is currently available.**
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal meets the City's de-minimus threshold. Residential development is projected to generate 382 average daily trips. City of Zephyrhills LDC defines de minimum at less than 1,200 average daily trips.
SCHOOL	The City and applicant have begun the coordination process with the Pasco County School Board. According to the Board, the 55 unit project is anticipated to generate a total of ten students (5 elementary, 2 middle school, and 3 high school students).

E. Comp Plan and LDC Analysis and Verified Response

The requested annexation, re-zoning, and future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Code has been conducted by the applicant and verified by City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.

Goal LU-1 - To achieve an economically and diversified tax base that ensures:

a. **That the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;**
b. **That recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination, and an airport community offering recreational and industrial opportunities;**
c. **That enjoyment of natural and man-made recreational resources by citizens and visitors alike; and**
d. **That threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.**

Verified response: Consistent with the above stated goals, it is anticipated that the proposed development will bring approximately 55 new townhomes to the City of Zephyrhills. Site amenities shall include landscape buffering, open space and recreational areas for its residences. It is anticipated that the development will blend well with the neighborhood due to the existing development patterns.

Objective LU 1-1 - To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

Verified response: The existing property currently has one home, the proposed development will consists of 55 townhome units, thus it is anticipated that the project will increase the tax and utility service revenue of the City.

Policy LU 1-1-1 - The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which

a. **regulate the subdivision of land;**
b. **regulate signage**
c. **provide for drainage and storm water management**
d. **provide requirements for the provision of open space, traffic flow and parking**
e. **coordinate future land sues with soil conditions, topography and availability of facilities and services**
f. **ensure that development orders and permits are issues only when it is documents that there is an adequate level of service**
g. **protect limited amount of wetlands and environmentally sensitive land**

Verified response: The proposed development shall be fully designed and permitted in accordance with the City of Zephyrhills Land Development Code. No construction will be permitted to begin until all relevant permits have been applied for and obtained by the City of Zephyrhills and other applicable state and local authorities including the SWFWMD. There are no wetland or environmentally sensitive areas on the property.

Policy LU 1-2-1 - Residential development shall be consistent with the following residential density: Residential Urban up to 20 units per acre

Verified response: The proposed development will fall into Residential Urban, with an anticipated density of 11.18 units/gross acre. This is in line with adjacent developments which share the same or similar designation, illustrated in our FLU Zoning Analysis

Objective LU 1-4 - The City will develop mechanisms to ensure the protection of archaeological and historical resources.

Verified Response: Per the Florida Master Site File, no cultural resources have been located on the subject development. In the event of these resources being discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

Policy LU 1-6-1 - Encourage traditional neighborhood development (TND) techniques and alternative transportation design requirements.

Verified Response: The proposed development will be compact allowing a higher density of homes per acre than single family uses but well below the maximum allowable density. The development shall incorporate pedestrian movement throughout the property via open space and 5' sidewalks. The proposed project also offers a mixture of unit sizes varying between 17'-20' feet wide, and various bedroom options. Typically attached single-family homes offer a lower beginning price point than detached, all things being equal. The townhome community shall be equipped with amenities in accordance with the City of Zephyrhills LDC. The on-site private roadway will have a posted speed limit of 15 mph and shall be designed according the low-speed requirements. The site layout shall incorporate open space areas preserving natural vegetation where site constraints allow. As described to Staff, this project exhibits many elements of a TND project, yet is not officially a TND.

Objective LU 1-9 - Improve and enhance the visual appearance of neighborhoods and commercial areas in the City.

Verified Response: The subject development shall be designed with architectural standards in accordance with the City of Zephyrhills LDC, and shall be approved by the City's SPRC to ensure that the visual appearance is in accordance with their requirements. The subject development will utilize a 20' Landscape Buffer along the front of the property enhancing the visual appearance of the neighborhood from Wire Road. 10' Landscape Buffers will be utilized along the rear and sides.

Consistency with LDC and City Ordinances

Verified Response: The subject development shall be designed in accordance with the City of Zephyrhills Land Development Code and City Ordinances. The townhome development shall be designed in accordance with City of Zephyrhills LDC 2.01.03.06.01 TOWNHOMES.

2.01.03.06.01 (B) – Subdivision Plat

Verified Response: The subject development, as required, will supply a subdivision plat complying with all applicable requirements of this section, and shall be approved by the City Council and recorded with the Clerk of Circuit Court of Pasco County

2.01.03.06.01 (C) – Mandatory Property Association

Verified Response: The subject development shall create a property association and create deed covenants to ensure the maintenance and upkeep of open space areas and facilities retained in common ownership. The HOA documents shall be provided to the City prior to final plat approval.

2.01.03.06.01 (F) – Minimum Townhouse Project Area

Verified Response: The subject development has an area of 4.82 Acres, and a project frontage of 330.62', meeting the 9,000 SF Area requirement and 90' frontage requirement.

2.01.03.06.01 (G) – Townhouse Unit Grouping

Verified Response: It is anticipated that the subject development will consist of townhome groupings in groupings of 4, 6, 7, and 8 in accordance to City of Zephyrhills maximum and minimum townhome unit grouping requirements.

2.01.03.06.01 (H) – Supporting Infrastructure and Access

Verified Response: The subject development abuts Wire Road and provides access to the County road for vehicular and pedestrian access. An on-site drainage system shall be designed to serve the proposed development. Internal roadways shall be private and constructed in accordance with the minimum requirements pertaining to drive, aisle, and parking width standards. The internal private roads shall be maintained via HOA. All townhome lots have frontage and access to the internal private road. Each unit shall have one parking space in a private garage, and one space on the private driveway. Additional guest parking spaces shall be provided on-site.

2.01.03.06.01 (I) – Lot and Building Standards

Verified Response: The proposed development offers units with a Lot Width of 17' and 20'. The Minimum lot area for all lots shall be 1700 SF. The maximum building height is 30'.

2.01.03.06.01 (J) – Exterior Front Garage Façade Walls

Verified Response: The exterior garage façade wall shall not occupy more of 70% of the entire front building façade as required by LDC.

2.01.03.06.01 (K) – Building Setback Requirements

Verified Response: The proposed townhome unit front setback is 30' from all internal roadways. A 20' setback has been provided between all townhome unit groupings. A 15' side setback has been provided between townhome units and any internal private drives.

2.01.03.06.01 (M) – Landscaping

Verified Response: The subject development shall be designed in accordance to City of Zephyrhills LDC Landscaping as requested and required. Each individual townhome unit shall have a shade tree places every 20 to 40 feet. Ornamental landscaping shall be provided for each unit, and submitted to the City of

Zephyrhills for review. The applicant has committed to providing heavier buffering along the property perimeter that abuts existing developed properties.

2.01.03.06.01 (N) – Sidewalks Required

Verified Response: The proposed townhome development shall offer a continuous sidewalk path around the entire project, on both sides of the proposed internal drive. This includes pedestrian connection from the connection along Wire Road to all townhome dwelling units, common parking areas, open spaces, and amenities. Sidewalk width shall be no less than 5' in the proposed townhome development.

2.01.03.06.01 (O) – Parking Requirements

Verified Response: Two parking spaces have been provided for each townhome unit, one in the proposed garage, and one on the proposed private driveway. Additional guest parking shall be provided on-site, and parking has been provided for Mail Kiosk access.

2.01.03.06.01 (Q) – Recreation, Open Space, and Environmentally Sensitive Areas

Verified Response: The common recreation area shall be buffered in accordance with the City's LDC. The proposed development will provide Open Space areas equivalent to 30% of the total project area. Since the proposed development consists of 55 Townhome units, the LDC requires the applicant to provide a total of three amenity spaces. The required play area / tot-lot will be provided, and two additional amenities shall and will be and submitted to the City of Zephyrhills for approval prior to construction.

III. IMPORTANT REMINDER OF PUBLIC SERVICES ANALYSIS (WUP UPDATE)

. Water service is available to the subject property along Wire Road. Any future development of the property will require connection. Projected general water service demand is 16,500 GPD (55 units at 300 GPD = 16,500). **According to the Utilities Department, capacity is currently available based upon the Water Use Permit (WUP) estimates.** The City is exploring options to ensure adequate water supply into the future to support growth. This is an ongoing discussion with various entities. **Please direct questions to the Utilities Department.**

IV. PREVIOUS ACTION AND STAFF RECOMMENDATION

A. ***Site Plan Review Committee*** – The SPRC recommended approval of the petition for annexation, rezoning and future land use map amendment

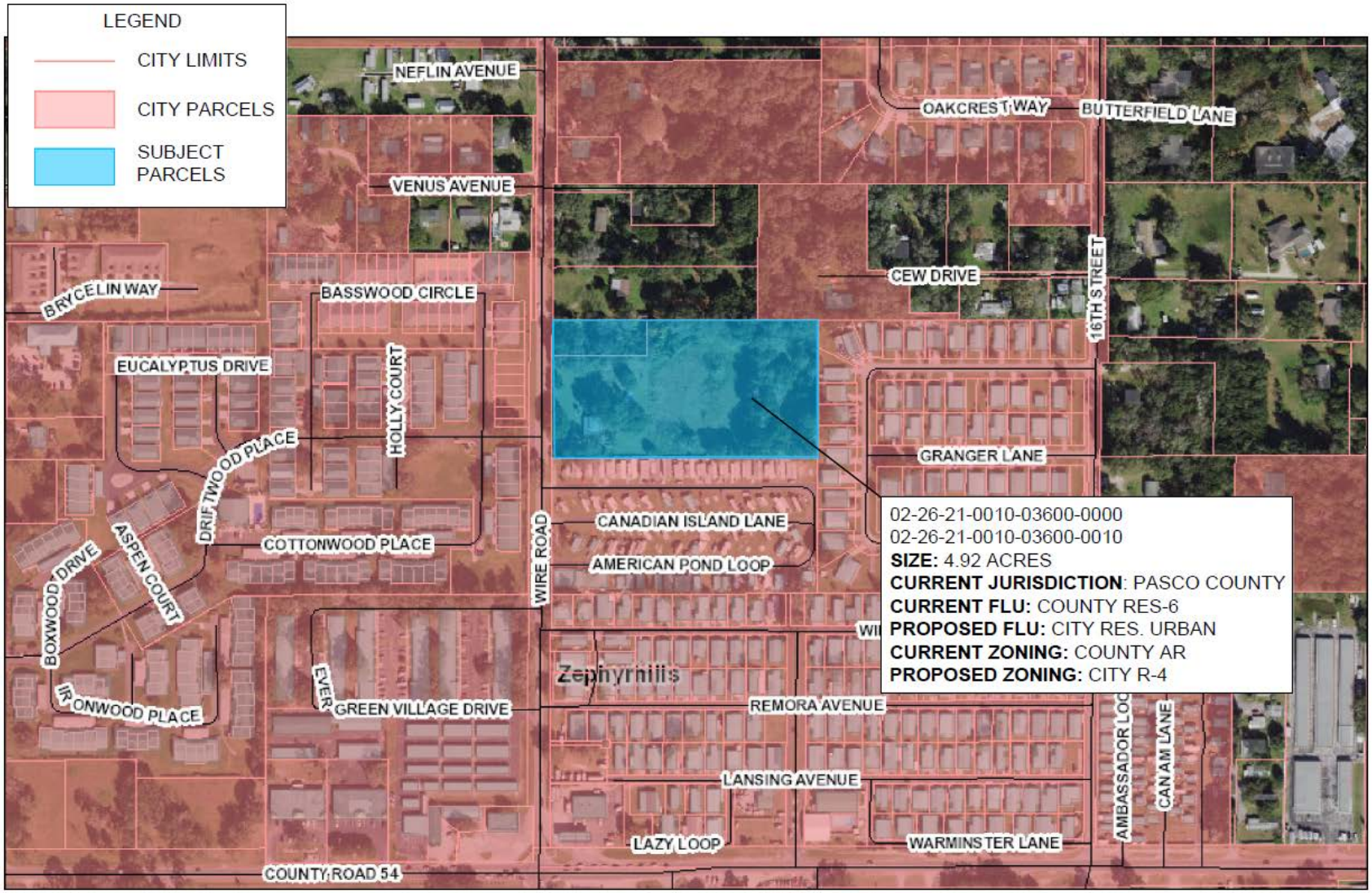
B. ***Planning Commission*** – The Planning Commission recommended approval of the petition for annexation, rezoning and future land use map amendment based upon the following:

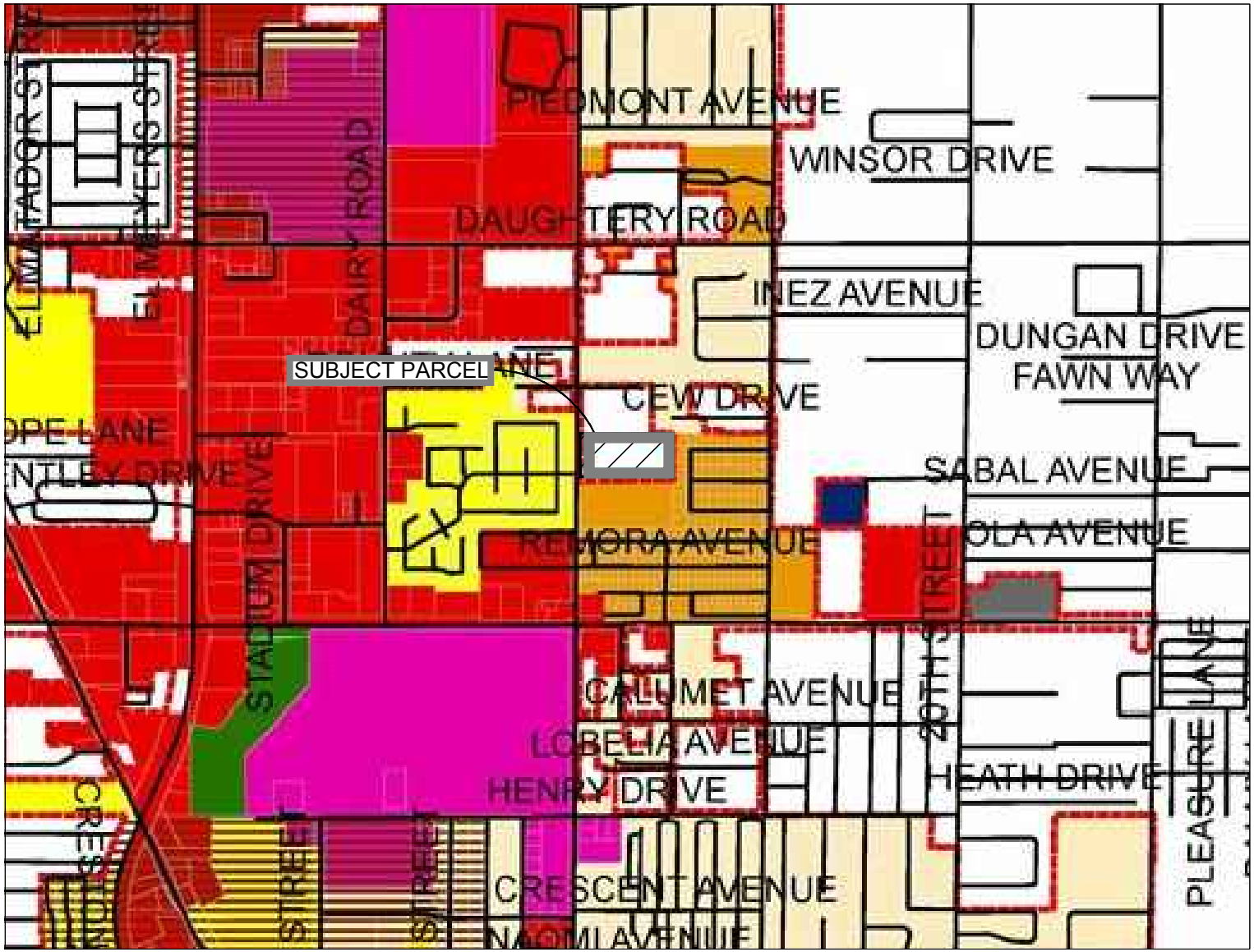
1. The Commission tasked Staff to work with the School Board to determine if a bus stop would be possible within the project. Staff has confirmed with the School Board that such request will not be supported.
2. The Commission requested Staff look into crosswalks in the Wire Road vicinity. Staff is and will continue to coordinate with Pasco County throughout the development process for increased pedestrian connectivity.
3. The Commission discussed Wire Road access and the potential for right-of-way (ROW) acquisition for future Wire Road improvements by the County. The petitioner is aware and understands a ROW use permit will be required and is in process, and a dedication of frontage will be required of a minimum of 10 (ten) feet. Preliminary site planning includes this provision.
4. The Commission requested an increase in buffering/landscaping along the perimeter abutting developed properties, to which the petitioner had earlier agreed when requested by Staff.

C. ***City Council*** - This project was presented in the Planning Director's report at the April 11th, 2022 Council Meeting. At that meeting, Council directed the applicant and Staff to explore the possibility of constructing a left-turn lane on Wire Road. After analyses by the applicant's traffic consultant and meeting(s) with the County's ROW acquisition and use permit team, they determined that the project would not meet the criteria for such turn-lane. However, a 15-foot (fifteen) ROW dedication will be required along Wire Road for future roadway improvements.

Also included with the Ordinances as part of this package is a voluntary deed restriction to cap the maximum unit count at 55 units, as well as the previously stated 15-foot (fifteen) ROW dedication along Wire Road.

Therefore based upon the analysis contained herein, along with supporting documentation and tasks requested by the Planning Commission, **Staff recommends APPROVAL of this petition for** annexation, rezoning and Future Land Use Map Amendment (FLUMA).


LEGEND
CITY LIMITS
CITY PARCELS
SUBJECT PARCELS
NEFLIN AVENUE
VENUS AVENUE
BRYCE LIN WAY
BASSWOOD CIRCLE
EUCALYPTUS DRIVE
HOLLY COURT
DRIFTWOOD PLACE
ASPEN COURT
COTTONWOOD PLACE
BOXWOOD DRIVE
IRONWOOD PLACE
GREEN VILLAGE DRIVE
COUNTY ROAD 54
WIRE ROAD
CANADIAN ISLAND LANE
AMERICAN POND LOOP
OAKCREST WAY
BUTTERFIELD LANE
CEW DRIVE
16TH STREET
GRANGER LANE
REMORA AVENUE
LANSING AVENUE
LAZY LOOP
WARMINSTER LANE
AMBASSADOR LOOP
CANAM LANE
02-26-21-0010-03600-0000
02-26-21-0010-03600-0010
SIZE: 4.92 ACRES
CURRENT JURISDICTION: PASCO COUNTY
CURRENT FLU: COUNTY RES-6
PROPOSED FLU: CITY RES. URBAN
CURRENT ZONING: COUNTY AR
PROPOSED ZONING: CITY R-4



EXISTING FLU: (COUNTY)
PROPOSED FLU: RESIDENTIAL SUBURBAN (CITY)

ADJACENT ZONING:

NORTH - RESIDENTIAL SUBURBAN

EAST - RESIDENTIAL URBAN

WEST - MOBILE HOME/REC VEHICLE

SOUTH - MOBILE HOME/REC VEHICLE

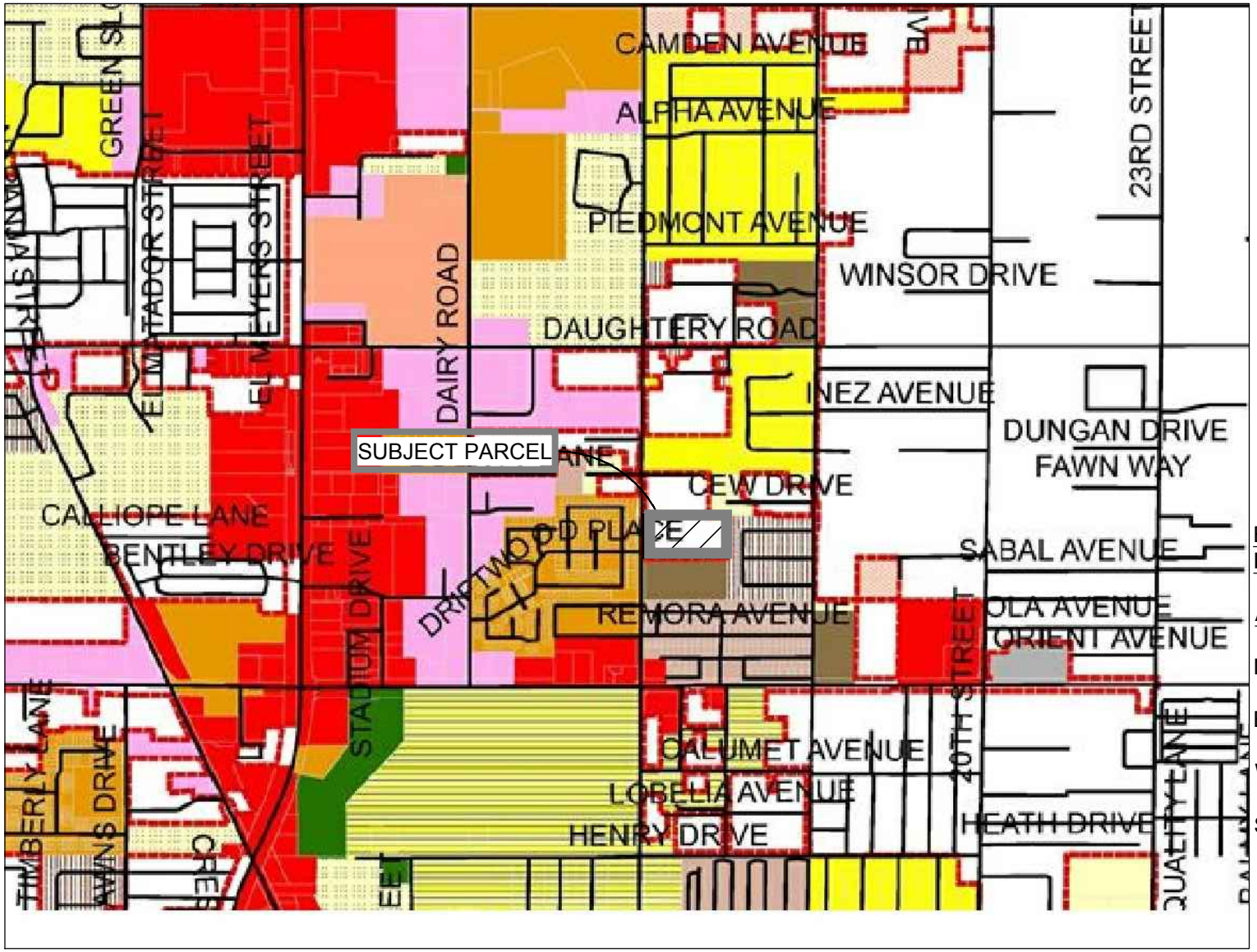
FUTURE LAND USE MAP

EXHIBIT D - CITY FUTURE LAND USE MAP
6712 & 6718 Wire Road
Zephyrhills, FL

CSS

DATE: 01/09/2021

N



LEGEND

- City Limits
- City Parcels
- Form-Based Code District

Traditional Zoning Designations

- TCBD-H - Traditional Central Business District Historic
- TMU - Traditional Mixed-Use
- TMU-H - Traditional Mixed-Use Historic

City Wide Zoning Designations

- ER - Estate Residential
- R1 - Low-Density Residential
- R2 - Single-Family Residential
- R3 - Medium-Density Residential
- R4 - Multi-Family Residential
- M1 - Mobile Home Subdivison
- M2 - Mobile Home Park
- M3 - Recreational Vehicle Park
- OP - Office/Professional
- C1 - Neighborhood Commerical
- C2 - Community Commerical
- C3 - General Commerical
- LI - Light Industrial
- AP1 - Airport
- AP2 - Airport Related
- RC - Recreation/Conservation
- PUD - Planned Unit Development

EXISTING ZONING: AR (COUNTY)
PROPOSED ZONING: R-4 (CITY)

ADJACENT ZONING:

NORTH - AR (PASCO COUNTY)

EAST - PUD

WEST - M1

SOUTH - M3

ZONING MAP

EXHIBIT C - CITY ZONING MAP
6712 & 6718 Wire Road
Zephyrhills, FL

CSS

DATE: 01/09/2021

N

☐ SITE DETAILS - SEE DETAIL SHEETS

1A TYPE F CURB, 5' TRANSITION (FDOT INDEX 520-001)
1B TRANSITION CURB TO VALLEY CURB, 5' TRANSITION
1C MIAMI CURB
2A 6" PARKING STALL STRIPE (WHITE)
2B AISLE STRIPING PER FDOT STD. PLANS INDEX 711-001
3A SPECIAL EMPHASIS CROSSWALK STRIPING PER FDOT STD. PLANS INDEX 711-001
10A PROPOSED TOWNHOME BUILDING PAD
12A MAIL KIOSK (RE: ARCH PLANS)
13A BARRICADE WITH REFLECTORS PER INDEX R-19
15A ACCESSIBLE PARKING SIGN IN BOLLARD (TYP). HANDICAP SIGN IN ACCORDANCE WITH FDOT DESIGN STANDARD PLANS 700-102, FTP 20-06. REFER TO SITE DETAILS
15B CONCRETE WHEELSTOP
16A ACCESSIBLE PARKING SYMBOL (ALL HANDICAP PARKING SPACES SHALL BE SIGNED AND MARKED IN ACCORDANCE WITH FDOT STANDARDS PLANS INDEX 711-001. REFER TO SITE DETAILS
16B TRAFFIC FLOW ARROW (TYP.) (SEE FDOT DETAIL ON SHEET C-5.0)
17A 24" STOP BAR (TYP.) PER FDOT STANDARDS
17B STOP SIGN, 30" R1-1 PER MUTCD STANDARDS
18A CURB RAMP TYPE CR-E PER FDOT STANDARD PLANS INDEX 522-002
20A SITE LIGHT POLE. SEE PHOTOMETRIC PLANS. REFER TO DETAILS FOR LIGHT POLE BASE, FIXTURE TYPE, AND MOUNTING DETAILS.

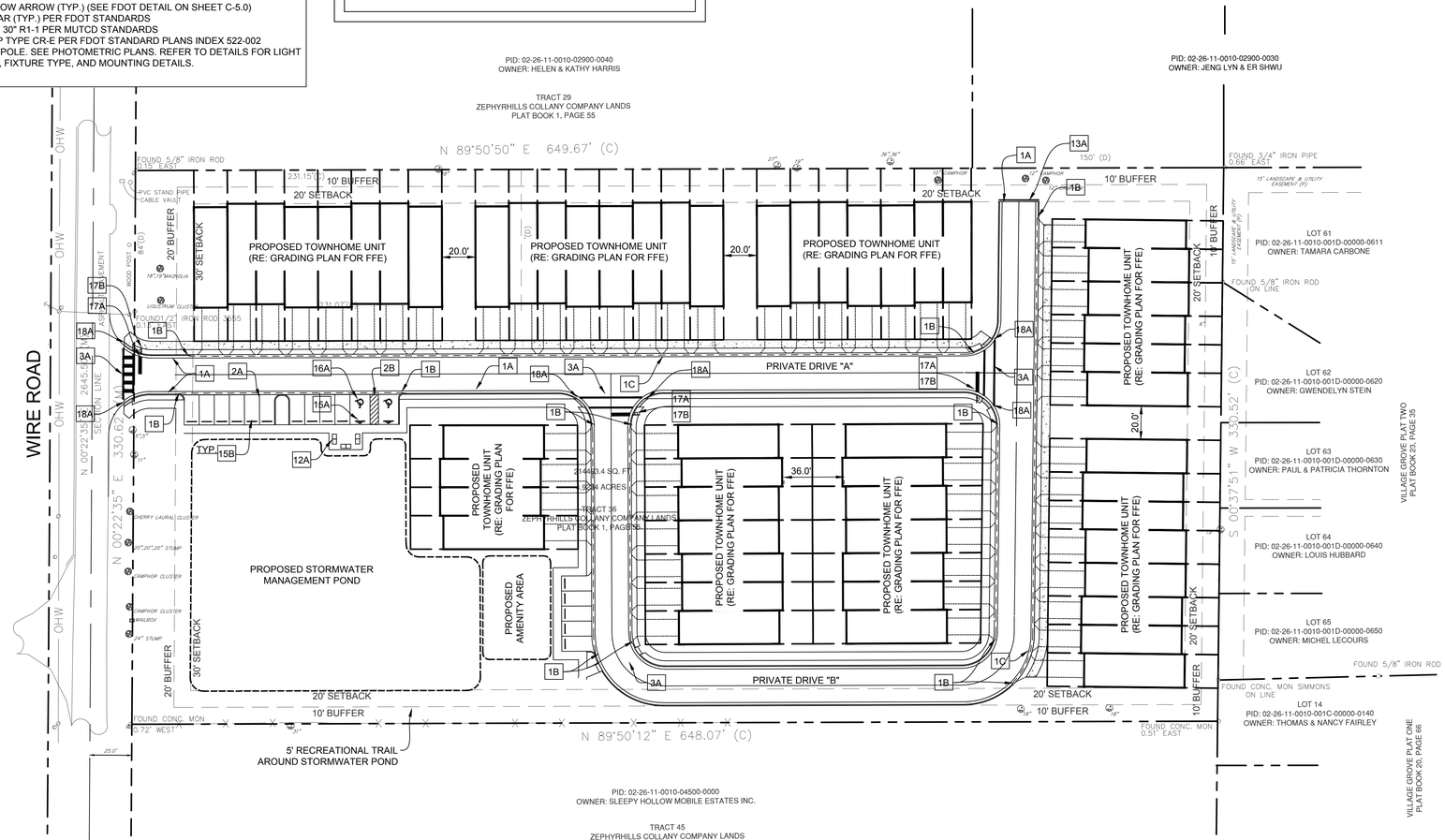
LEGEND

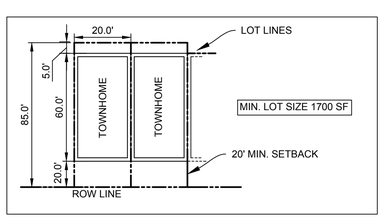
PROPOSED	DESCRIPTION
	PROPERTY LINE
	CENTERLINE OF ROAD
	CONCRETE SIDEWALK
	30' CONSERVATION SETBACK

NOTE: SIDEWALK AND DRIVEWAY LOCATION IN FRONT OF PROPOSED TOWNHOMES SUBJECT TO CHANGE DEPENDING ON PROPOSED FLOORPLAN AND DRIVEWAY LAYOUT.

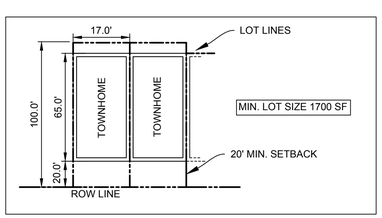
NOTE: ALL REFUSE SERVICE TO BE CURB SIDE PICKUP.

SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST
PASCO COUNTY, FLORIDA





MIN. LOT SIZE EXHIBIT (20' WIDE UNITS)



MIN. LOT SIZE EXHIBIT (17' WIDE UNITS)



LOCATION MAP

PROJECT DATA

TOTAL PROJECT ACREAGE: +/- 4.92 ACRES/DEVELOPABLE AREA
BUILDING BREAKDOWN:
TOTAL UNITS: 55 (63,180 SF)
20'X60' UNITS: 26 (33,600 SF)
17'X60' UNITS: 29 (29,580 SF)
MAX. DENSITY: 20 DU/AC = 99

EXISTING JURISDICTION: PASCO COUNTY
PROPOSED JURISDICTION: CITY OF ZEPHYRHILLS

EXISTING USE: VACANT LAND/NO EXISTING STRUCTURES
EXISTING ZONING/FLU: AR/RES-6 (COUNTY)
PROPOSED ZONING: R-4 (CITY)
ABUTTING:
NORTH: AR
EAST: PUD - PLANNED UNIT DEVELOPMENT
WEST: M1 - MOBILE HOME SUBDIVISION
SOUTH: M3 - RECREATIONAL VEHICLE PARK

PROPOSED USE: TOWNHOME / RESIDENTIAL
BUILDING HEIGHT:
ALLOWED:
PROPOSED:
MAX. ALLOWABLE F.A.R. = XX%
PROPOSED F.A.R. = 0.295

SETBACKS:

REQUIRED:	PROVIDED:
F - 30'	F - 30'
S - 20'	S - 20'
S - 20'	S - 20'
R - 20'	R - 20'

REQUIRED LANDSCAPED OPEN SPACE: 30%
PROPOSED LANDSCAPE OPEN SPACE: 30%

REQUIRED/PROVIDED BUFFERS:
FRONT: 20'/20'
SIDES: 10'/10'
REAR: 10'/10'

PARKING REQUIREMENTS FOR PROPOSED USE:
REQUIRED:
2 SPACES PER UNIT = 55 UNITS X 2 = 110
1 VISITOR SPACE PER 4 TOWNHOMES = 55 UNITS X 0.25 = 14

PARKING SPACES PROVIDED:
UNIT PARKING = 110 (ONE GARAGE PARKING SPACE, ONE DRIVEWAY)
VISITOR PARKING = 14 SPACES

GENERAL SITE NOTES

A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
B. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE 6" INTEGRAL CURBING. CURB AND GUTTER NEXT TO ASPHALT SHALL BE TYPE 'D' CURB AND GUTTER.
C. DEMOLITION OF EXISTING PAVEMENT AND UTILITIES IS A PART OF THIS CONSTRUCTION PACKAGE. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS AND STEPS TO INSURE THAT ALL ADJOINING PROPERTIES ARE PROTECTED FROM DAMAGE AND TO INSURE THAT ALL ADJOINING PROPERTIES RETAIN ALL UTILITY SERVICES DURING THE DURATION OF THE CONSTRUCTION.
D. IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH THE ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING DOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
E. CONTRACTOR TO PROTECT ALL EXISTING LANDSCAPE NOTED TO BE SAVED.
F. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
G. THE PROPOSED ON-SITE STORMWATER POND WILL SERVE THE ENTIRE DEVELOPMENT PROPERTY.
H. THE LOCATION OF THE CONSTRUCTION FENCE ON THE DRAWINGS IS FOR GRAPHICAL REPRESENTATION ONLY. THE CONTRACTOR IS TO ENSURE THAT THE CONSTRUCTION FENCE ENCOMPASSES THE ENTIRE WORK AREA.
I. ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE TO FACE OF CURB, OUTSIDE FACE OF BUILDING (BLOCK), OR CENTERLINE OF PARKING BAY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS OF ALL ENTRY/EXIT PORCHES AND PRECISE BUILDING DIMENSIONS.
J. UNLESS OTHERWISE NOTED, ON-SITE PAVEMENT SHALL BE STANDARD DUTY ASPHALT.
K. ALL HANDICAP SPACES ARE TO RECEIVE A HANDICAP SIGN AND SYMBOL PAINTED ON THE ASPHALT. STALL(S) ADJACENT TO THE FIVE (5') FOOT STRIPED AISLES ARE TO RECEIVE A "VAN ACCESSIBLE" SIGN IN ADDITION TO THE ABOVE. STRIPING TO BE BLUE.
L. STOP SIGNS SHALL MEET THE CRITERIA OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
M. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL BUILDING PLANS AND SPECIFICATIONS.
N. THE GENERAL CONTRACTOR IS TO COORDINATE WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION, ADJUSTMENT, OR RELOCATION OF EXISTING UTILITIES AS DESIGNATED ON THE PLANS.
O. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING DAMAGE TO ANY EXISTING ITEM DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS. THE CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION START.

Issued:		Date:
A	ISSUED FOR PERMITS	xx-xx-xx
B		
C		
D		

Revisions:		Date:
1		xx-xx-xx
2		
3		
4		
5		
6		

N

0' 40 80 120
SCALE: 1" = 40

Scott K. Stannard, P.E.

FL P.E. No. 50565 SEAL

This item has been digitally signed and sealed by Scott K. Stannard, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Site Engineering • Landscape Architects
Commercial Site Solutions, Inc.
FL C.O.A Number: 27575
21764 State Road 54
Lutz, FL 33549
(813) 885-2032
www.css-eng.com

Client Name:

ACME Development Company
P.O. BOX 1209
CRYSTAL SPRINGS, FL 22524
PH: (813) 782-0825 (OFFICE)
CONTACT: KEVIN RYMAN

Project Name & Location:

WIRE ROAD AT DRIFTWOOD

WIRE ROAD @ DRIFTWOOD RD
CITY OF ZEPHYRHILLS, FL
PACO COUNTY
PH: (813) 782-0825
CONTACT: KEVIN RYMAN

Drawing Name:

SITE PLAN

Date: 07/13/21
Revised: XXX
Drawn: sks
Checked: SKS

Drawing No.
C-4.0

Building

Planning

Permits

Enforcement

Contractor Licenses

Create an Application Search Applications

Record ACCESS-2022-00166:
Access Management
Record Status: Exempt

Add to collection

WIRE ROAD AT DRIFTWOOD

Record Info | Payments | Custom Component

**To use the online payment service, please log in with your user account. **

Processing Status

Application Acceptance

Due on **08/10/2022**, assigned to **TBD**
Marked as **Content Review** on **08/09/2022** by **Paras Hatzileris**

Due on **08/30/2022**, assigned to **Stacy Y Burgess**
Marked as **Not Required** on **08/16/2022** by **Stacy Y Burgess**

Comment: less than 50 peak hour trips

Request Methodology

Review Analysis

Case Complete

FORM 901.3.A

PASCO COUNTY
ACCESS CONNECTION PERMIT APPLICATION

The following information is required from all applicants directly or indirectly accessing any collector or arterial road or as otherwise directed by the County Engineer:

Basic Information:

Step 1. Name of Project: Wire Road At Driftwood

County Assigned Project No.: _____

Project Location (road name/vicinity): North of CR 54 and on the east side of Wire Road.

Speed Limit: Posted 30 MPH

Step 2. Existing Property Use (size in square feet and/or the number of units, etc.):
Vacant lot

Step 3. Proposed property use, including any interim traffic generating uses such as heavy vehicles in brackets [ ] (size in square feet and the number of units):

55 Townhomes

Step 4. Provide the location of all existing and proposed connections to the property. This will include a location map and site plan of any physical features (existing and/or proposed) that will have an impact on traffic circulation and sight distance on the County road system and may include an aerial photograph. Examples of such physical features are walls, fences, trees, gates, utility poles, etc.:

1 Driveway - See Attachments

Step 5. Describe any unique traffic-safety issues with the access; i.e., sight-distance problems:

N/A

Step 6. Trip Generation Data and Total Daily Trip Generation: The *Institute of Transportation Engineers* (ITE) *Handbook*, latest edition, is acceptable as a source. Other sources may be required by and/or authorized of the County Engineer. Land excavation and mining (as defined in Appendix A) and removal of more than 30,000 cubic yards, even as an interim use, is presumed to be a separate and

distinct land use requiring separate trip generation estimates. Such land use is also presumed to generate more than ten (10) percent heavy vehicles. Heavy vehicles adversely affect traffic, because they occupy more roadway space and have poorer operating capabilities than passenger cars, particularly with regard to acceleration, deceleration, and the ability to maintain speed on upgrades. Accordingly, for trip generation purposes, if heavy vehicles are ten (10) percent or more of the trips generated by the proposed land use, the total estimated trips for heavy vehicles shall be multiplied by two (2) unless ITE heavy vehicle data or other County-approved heavy vehicle trip generation data for the land use support a different multiplier; however, in no event shall the multiplier be less than one (1). Provide trip generation from interim traffic generating uses in brackets [ ].

Source: ITE 11th Edition_____

ITE code (if used): 220

Existing maximum daily trip generation: 0 (1)

Net increase in maximum daily trip generation: 371 (2)

Total maximum daily trip generation: 371 (Add 1 & 2)

Estimated daily trips from heavy vehicles* included in the total maximum:

0 (a)

Heavy vehicle multiplier 0 (b)

Additional heavy vehicle trips (multiply a X b-1) 0 (c)

If (c) is ≥ ten (10) percent of total maximum daily trip generation, list additional heavy vehicle trips from (c) 0 (3).

Total maximum daily trip generation with heavy vehicles 371 (Add 1, 2, & 3)

If the total maximum daily trip generation from Step 6 above does not exceed the thresholds set forth in Exhibit 901.5.A, "Size of Development that Generates 100 Daily Driveway Trips," no further information is required. However, a substandard road fair-share payment pursuant to this Code, Section 901.4, as it may be amended from time-to-time, may still be required.

If the total maximum daily trip generation from Step 6 above exceeds the thresholds set forth in Exhibit 901.4.A, "Size of Development that Generates 100 Daily Driveway Trips," then Steps 7 and 8 are required to be completed. Step 7 is required prior to proceeding with "Turn Lane Warrants and Design Criteria," and Step 8 is required to address any substandard road issues.

In addition, a project shall be required to complete a TIS in accordance with this Code, Section 901.5, unless such project is exempt from TIS requirements pursuant to this Code, Section 1301. Notwithstanding the foregoing, the County Engineer may require more detailed access-management information or a more detailed access management study where the County Engineer determines (1) that the information

on the Access Connection Permit Application Form 901.3.A or in the TIS is inadequate to determine compliance with the access management regulations or (2) that the information or study is necessary to ensure the safety of the traveling public.

Additional traffic data required for projects exceeding 100 driveway trips per day unless a TIS is required pursuant to this Code, Section 1301:

Step 7. Existing counts on the public roadway (www.pascocountyfl.net. Recent data, if available on this website, may be acceptable):

a. P.M. peak

308	376		
NB	SB	EB	WB

A.M. peak

376	308		
NB	SB	EB	WB

Total daily count: 7600 AADT

Date and source of the count: FDOT, 2021, Attached

b. Using the ITE *Trip Generation Handbook* or trip rates as approved by the County, provide trip generation of the proposed site during a.m. and p.m. peak periods of the adjacent public road. Provide trip generation from interim traffic generating uses in brackets [ ].

P.M. peak hour trips: 27 VPH

A.M. peak hour trips: 22 VPH

If additional heavy vehicle trips from Step 6 are ≥ ten (10) percent of the total maximum

Daily Trip Generation: Provide additional a.m. and p.m. peak hour trips for heavy vehicles utilizing the same multiplier and formula from Step 6:

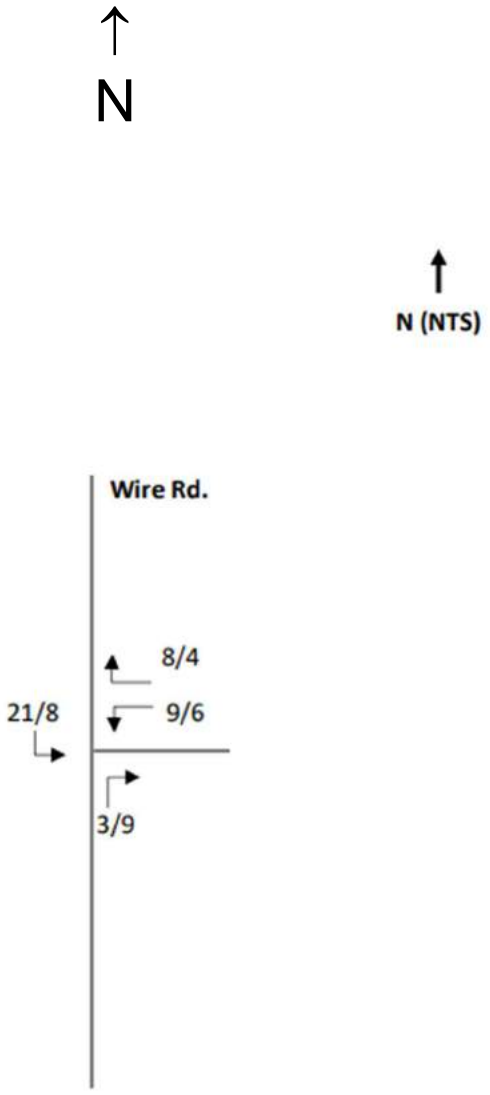
Additional heavy vehicle
p.m. peak hour trips: 0

Additional heavy vehicle
a.m. peak hour trips: 0

Total p.m. peak hour trips
with heavy vehicle trips: 27 VPH

Total a.m. peak hour trips
with heavy vehicle trips: 22 VPH

c. Provide a sketch illustrating the distribution of the project traffic during the a.m. and p.m. peak periods of the adjacent public road.


N
N (NTS)
Wire Rd.
8/4
21/8
9/6
3/9

Proceed with Warrants and Turn Lane Design Criteria.

Step 8. Perform a Substandard Roadway Analysis in accordance with this Code, Section 901.4.

TURN LANE WARRANTS AND DESIGN CRITERIA

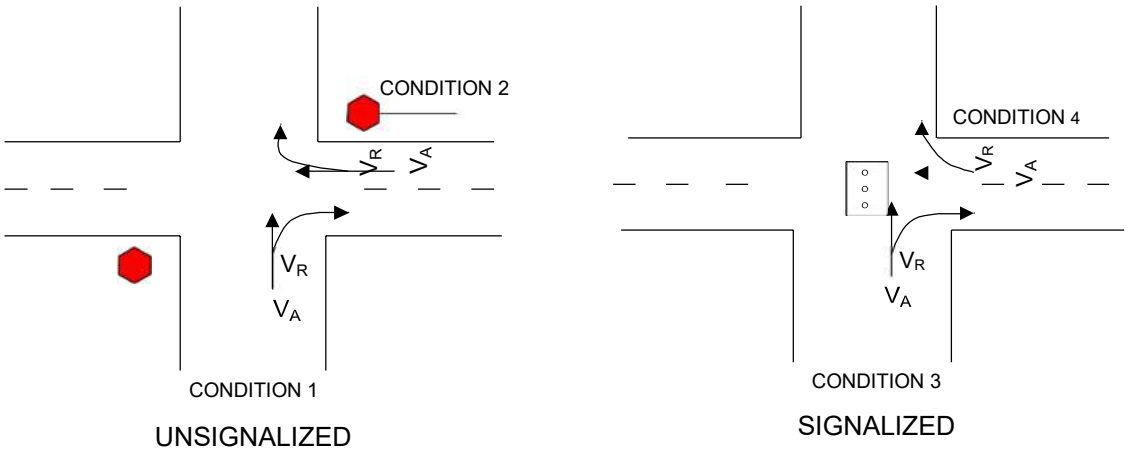
DEFINITIONS OF TERMS

Access Road	Driveways or roads connecting developments, such as shopping centers or office parks, to major roads and do not serve major road through traffic.
Vehicles Per Hour (VPH)	The design hourly volume during the peak fifteen (15) minutes of the highest peak hour expressed in terms of VPH (peak fifteen [15] minute volume times four [4]).
V_A—Approaching Volume (VPH)	Total volume approaching the intersection from the subject direction includes right and left turning and through vehicles.
V_O—Opposing Volume (VPH)	Total volume approaching the intersection from the opposite direction.
V_L—Left Turning Volume (VPH)	Volume of vehicles turning left at the subject intersection.
V_R—Right Turning Volume (VPH)	Volume of vehicles turning right at the subject intersection.
% of Left Turns in V_A	Volume of left turning vehicles divided by the approaching volume at the subject intersection.

TABLE 1

Right Turn Warrants

Unsignalized		
Condition 1	On major roads without stop control (approach).	See Graph Nos. 1A and 1B
Condition 2	Access roads or major through roads with stop control (approach).	V_R ≥150 OR There are 5 or more related accidents in 1 year.
Signalized		
Condition 3	On major roads (approach).	V_R ≥150 AND The total outside lane approach volume (VA) is at least 200 VPH (including right turn). OR There are 5 or more related accidents in 1 year.
Condition 4	On access roads approach.	V_R ≥150 OR There are 5 or more related accidents in 1 year.



NOTES:

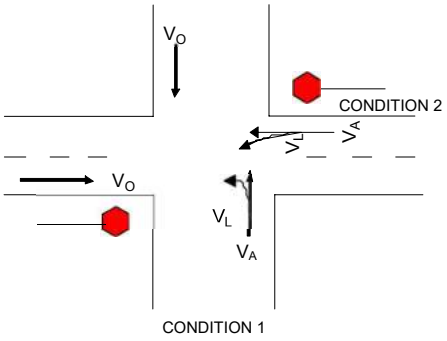
1. When public safety so requires due to site specific conditions, such as limited sight distance, high traveling speed, or the presence of a significant percentage of heavy vehicles, a turn lane may be required by the County Engineer even though the criteria in Graphs 1A and 1B are not met.

2. The provisions of the Right Turn Warrants may be modified by the County Engineer if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

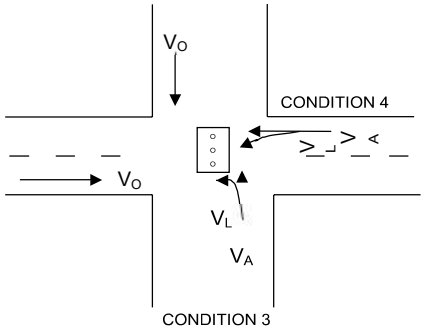
TABLE 2

Left Turn Warrants

Unsignalized		
Condition 1	On major roads without stop control (approach).	See Graph Nos. 2A through 2D
Condition 2	On access roads or through roads (approach).	$V_L \geq 100$ OR There are 4 or more related accidents in 1 year.
Signalized		
Condition 3	On major roads (approach).	$V_L \geq 100$ OR 20 percent or more of the total approach volume in the inside lane is left turn. OR There are 5 or more related accidents in 1 year.
Condition 4	On access roads or through roads approach.	$V_L \geq 100$ OR There are 5 or more related accidents in 1 year.



UNSIGNALIZED



SIGNALIZED

NOTES:

1. An exclusive left turn lane at signalized intersections or on access roads and through roads with stop control are more often needed to reduce the total delay to the approaching vehicles; therefore, use of traffic engineering software, with the approval of the County Engineer, may be used.

2. When public safety so requires due to site specific conditions, such as limited sight distance, high traveling speed, or the presence of a significant percentage of heavy vehicles, a turn lane may be required by the County Engineer even though the criteria in Graphs 2A through 2D are not met.

3. The provisions of the left turn warrants may be modified by the County Engineer if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

4. A dual left turn lane may be required by the County Engineer when the left turn volume exceeds 300 VPH.

5. At high speed (greater than forty-five [45] mph), unsignalized/signalized intersections, a separate left turn lane may be required by the County Engineer for safe operations. A high speed shall be the greater of the posted or operating speed where an operating speed study has been conducted.

TABLE 3

Right Turn Lane Length
(Deceleration and Storage)

Unsignalized		
Condition 1	On major roads without stop control and on major through roads with stop control (approach).	Deceleration Length: FDOT Index 301 Storage Length: 25 feet desirable unless there are site-specific conditions that require a longer storage length.
Condition 2	On access roads (approach).	Deceleration Length: Taper only Storage Length = $V_R/2$
Signalized		
Condition 3	On major roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = $V_R/2$
Condition 4	On access roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = $V_R/2$

NOTES:

1. In many instances, the storage length of a right turn lane at signalized intersections or access/major roads with stop control is dictated by the required storage length for left and/or through movements. Refer to the left turn section for determining the storage length for a left turn.

2. If the right turn flow is limited due to heavy volume of conflicting movements, then the storage length shall be based on the left turn storage length formula.

3. The provision of storage lengths and deceleration lengths may be modified or waived by the County Engineer if it is determined that, due to site specific constraints, the implementation will not be feasible or practical.

4. Traffic engineering software, with the approval of the County Engineer, may be used to determine the storage length for right turns.

TABLE 4

Left Turn Lane Lengths
(Deceleration and Storage)

Unsignalized		
Condition 1	On major roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = 25 X V_L/30
Condition 2	On access roads (approach).	Deceleration Length: Taper only Storage Length = 25 X V_L/30
Signalized		
Condition 3	On major roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = 2 X 25 X V_L/N
Condition 4	On access roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = 2 X 25 X V_L/N

NOTES:

1. N = The number of traffic signal cycles per hour. Use thirty (30) as a default (assumes 120-second cycle length).

2. If the formula yields a storage length of less than fifty (50) feet for unsignalized intersections, then a minimum storage of fifty (50) feet shall be provided.

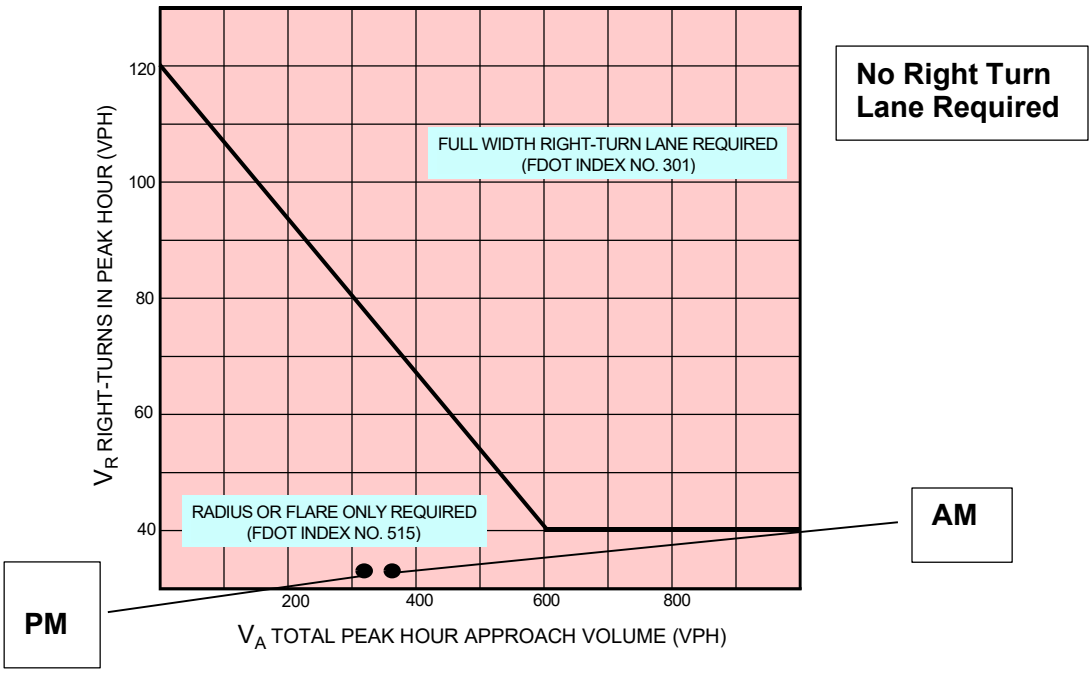
3. If the formula yields a storage length of less than 100 feet for signalized intersections, then a minimum storage of 100 feet shall be provided.

4. The provision of storage and deceleration lengths may be modified or waived by the County Engineer if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

5. In some instances at signalized intersections or on access/major roads with stop control, the storage length of the left turn is dictated by the through or right movements. Unless otherwise approved by the County Engineer, the storage length for all movements shall be calculated and the highest length shall be used. For through storage length, the same formula as the left turn can be used. Refer to right turn section for determining the storage length for right turns.

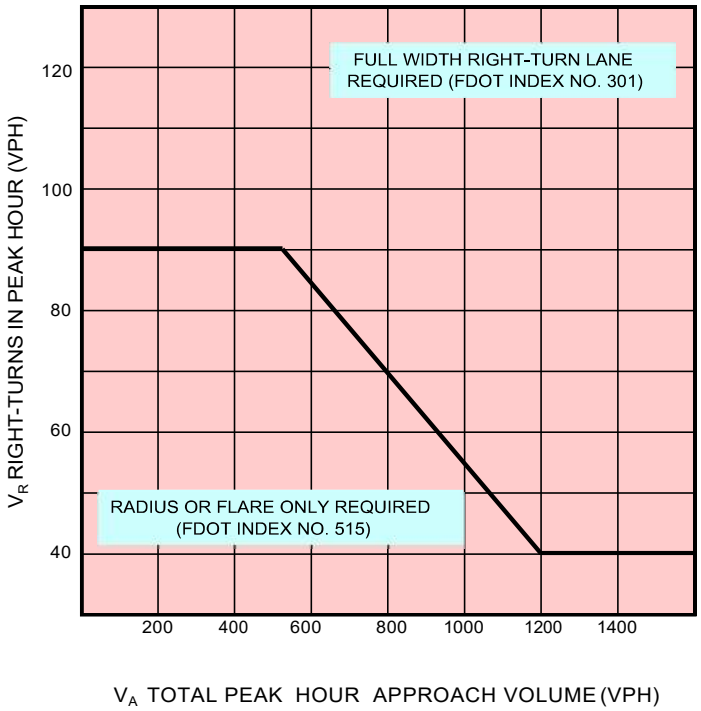
6. Traffic engineering software, with the approval of the County Engineer, may be used to determine the storage length for right turns.

GRAPH 1A. RIGHT-TURN LANE WARRANTS – TWO-LANE FACILITIES



NOTE: For posted speeds at or under forty-five (45) mph, peak hour right turns greater than forty (40) VPH, and total peak hour approach less than 300 VPH, adjust right turn volumes. Adjust peak hour right turns = peak hour right turns—twenty (20).

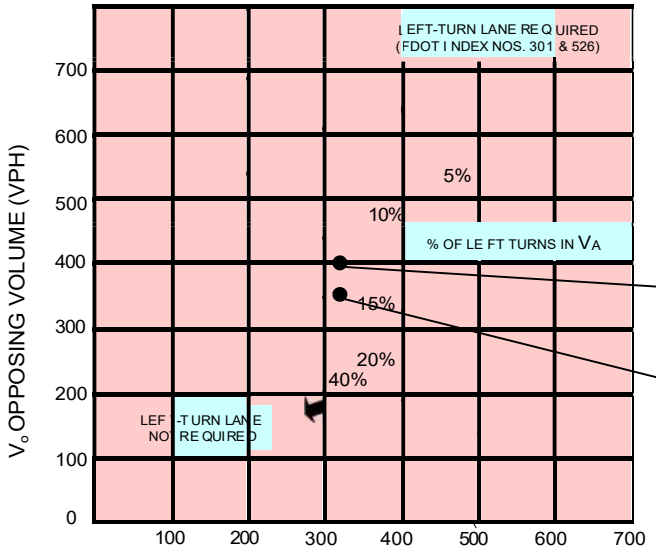
GRAPH 1B. RIGHT-TURN LANE WARRANTS
FOUR- OR SIX-LANE FACILITIES



NOTE: For application on high speed highways.

Graphs 1A & 1B Source: National Cooperative Highway Research Program, Report No. 279.

GRAPH 2A. LEFT-TURN LANE WARRANTS –
TWO-LANE FACILITIES (≤ 40 MPH)



No left turn lane required lefts are about 7% of approached volume.

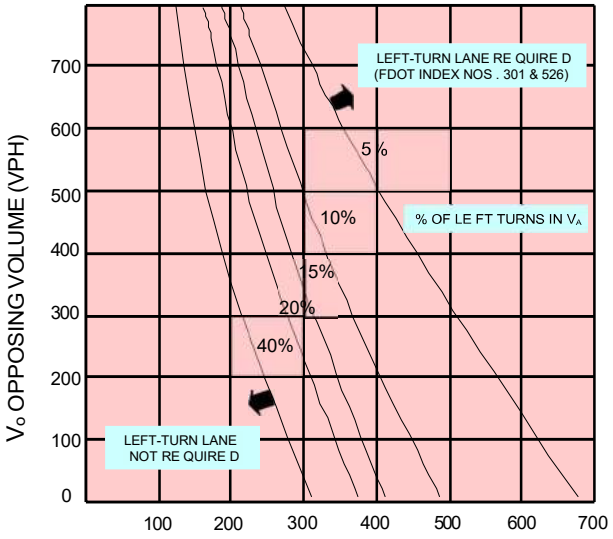
PM

AM

V_A TOTAL PEAK HOUR APPROACH VOLUME (VPH)

NOTE: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

GRAPH 2B. LEFT-TURN LANE WARRANTS –
TWO-LANE FACILITIES (45-50 MPH)

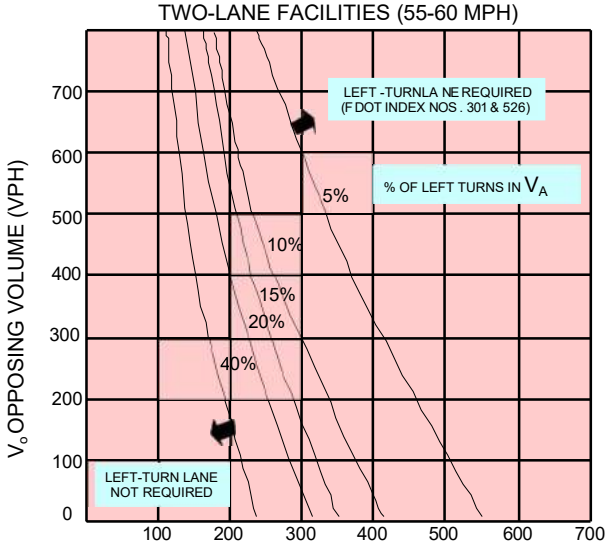


V_A TOTAL PEAK HOUR APPROACH VOLUME (VPH)

NOTE: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

Graphs 2A & 2B Source: National Cooperative Highway Research Program, Report No. 279.

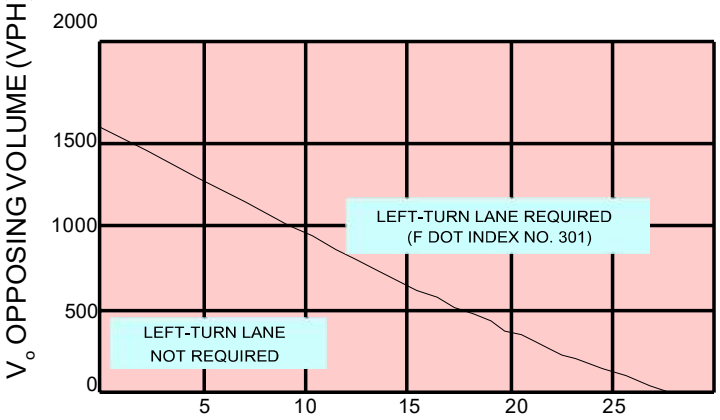
GRAPH 2C. LEFT-TURN LANE WARRANTS –
TWO-LANE FACILITIES (55-60 MPH)



V_A TOTAL PEAK HOUR APPROACH VOLUME (VPH)

NOTE: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

GRAPH 2D. LEFT-TURN LANE WARRANTS –
FOUR- AND SIX-LANE FACI LITIES



V_I LEFT TURNS IN PEAK HO UR (VPH)

NOTE: When V_O < 400 VPH, a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as left-turning traffi c exceeds 400 VPH. (V_A > 400 VPH).

Graphs 2C & 2D Source: National Cooperative Highway Research Program, Report No. 279.

SAMPLE PROBLEM NO. 1

Steps 1-6

1. Ninety-four (94) unit apartment complex. West side of Rowan Road, north of Nebraska Avenue (Main Street). Four (4) lane urban. Speed limit forty-five (45) mph.

2. Existing use—vacant.

3. Proposed use—apartments.

4. Site plan, etc., not included in sample.

5. Proposed access on Rowan Road, west side, at existing median opening, approximately 365 feet north of Indiana Avenue. No existing turn lane facilities north or southbound. No other access to this site is proposed.

6. Source: ITE, 6th Edition
   ITE Code: 220
   Existing Maximum Trip Generation: 0
   Net Increase in Maximum Trip Generation: 698
   From ITE: No. of Trips = (5.994 X 94 units) + 134.114 = 698
   Total Maximum Daily Trip Generation: 698

If the total maximum daily trip generation is greater than 100 and no TIS is required pursuant to this Code, Section 1301, proceed with Step 7.

Step 7

7. From the Pasco County Traffic Operations Division, Traffic Count File for Rowan Road (C.R. 77) (Section 820.1):

P.M. Peak	455 NB	385 SB	N/A EB	N/A WB

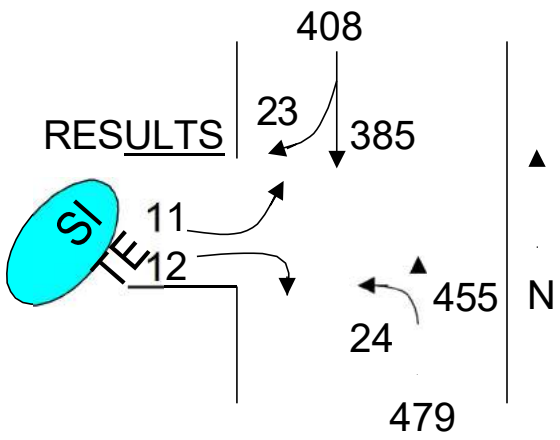
A.M. Peak Not Available

Total Daily Count: 23,624 (ADT) 10/4/01

From ITE Manual, P.M. Peak Hour Trips = (0.541 X 94 units) + 18.744 = 70 trips

A.M. Peak Hour Trips: N/A

From ITE, 67 percent (47) entering and 33 percent (23) exiting. Say 50/50 directional distribution.



Proceed to Warrants and Turn Lane Design Criteria.

Right Turn Warrants

From Table 1, Condition 1, see Graph 1B to check warrants for the southbound, right turn lane on Rowan Road.

$V_R = 23$, $V_A = 385 + 23 = 408$

From Graph 1B, a full width, right turn lane is not warranted.

Left Turn Warrants

From Table 2, Condition 1, see Graph 2D to check warrants for the northbound, left turn lane on Rowan Road.

$V_L = 24$, $V_A = 455 + 24 = 479$, $V_O = 385 + 23 = 408$

From Graph 2D, the intersection of V_O and V_L is to the right of the curve; therefore, a left turn lane is required.

Left Turn Lane Lengths

From Table 4, Condition 1, the required deceleration length is determined by FDOT Index No. 301. A total deceleration distance (L) of 185 feet is required for the forty-five (45) mph urban condition and includes the fifty (50) foot taper length.

The required storage length (queue) is calculated as follows:

Storage Length = 25 X V_L/30 = 25 X 24/30 = 20 feet

Per Note 1, the required minimum storage length is fifty (50) feet. This is in addition to the 185-foot deceleration, for a total deceleration and storage length of 235 feet.

☐ SITE DETAILS - SEE DETAIL SHEETS

1A TYPE F CURB, 5' TRANSITION (FDOT INDEX 520-001)
1B TRANSITION CURB TO VALLEY CURB, 5' TRANSITION
1C MIAMI CURB
2A 6" PARKING STALL STRIPE (WHITE)
2B AISLE STRIPING PER FDOT STD. PLANS INDEX 711-001
3A SPECIAL EMPHASIS CROSSWALK STRIPING PER FDOT STD. PLANS INDEX 711-001
10A PROPOSED TOWNHOME BUILDING PAD
12A MAIL KIOSK (RE: ARCH PLANS)
13A BARRICADE WITH REFLECTORS PER INDEX R-19
15A ACCESSIBLE PARKING SIGN IN BOLLARD (TYP). HANDICAP SIGN IN ACCORDANCE WITH FDOT DESIGN STANDARD PLANS 700-102, FTP 20-06. REFER TO SITE DETAILS
15B CONCRETE WHEELSTOP
16A ACCESSIBLE PARKING SYMBOL (ALL HANDICAP PARKING SPACES SHALL BE SIGNED AND MARKED IN ACCORDANCE WITH FDOT STANDARDS PLANS INDEX 711-001. REFER TO SITE DETAILS
16B TRAFFIC FLOW ARROW (TYP.) (SEE FDOT DETAIL ON SHEET C-5.0)
17A 24" STOP BAR (TYP.) PER FDOT STANDARDS
17B STOP SIGN, 30" R1-1 PER MUTCD STANDARDS
18A CURB RAMP TYPE CR-E PER FDOT STANDARD PLANS INDEX 522-002
20A SITE LIGHT POLE. SEE PHOTOMETRIC PLANS. REFER TO DETAILS FOR LIGHT POLE BASE, FIXTURE TYPE, AND MOUNTING DETAILS.

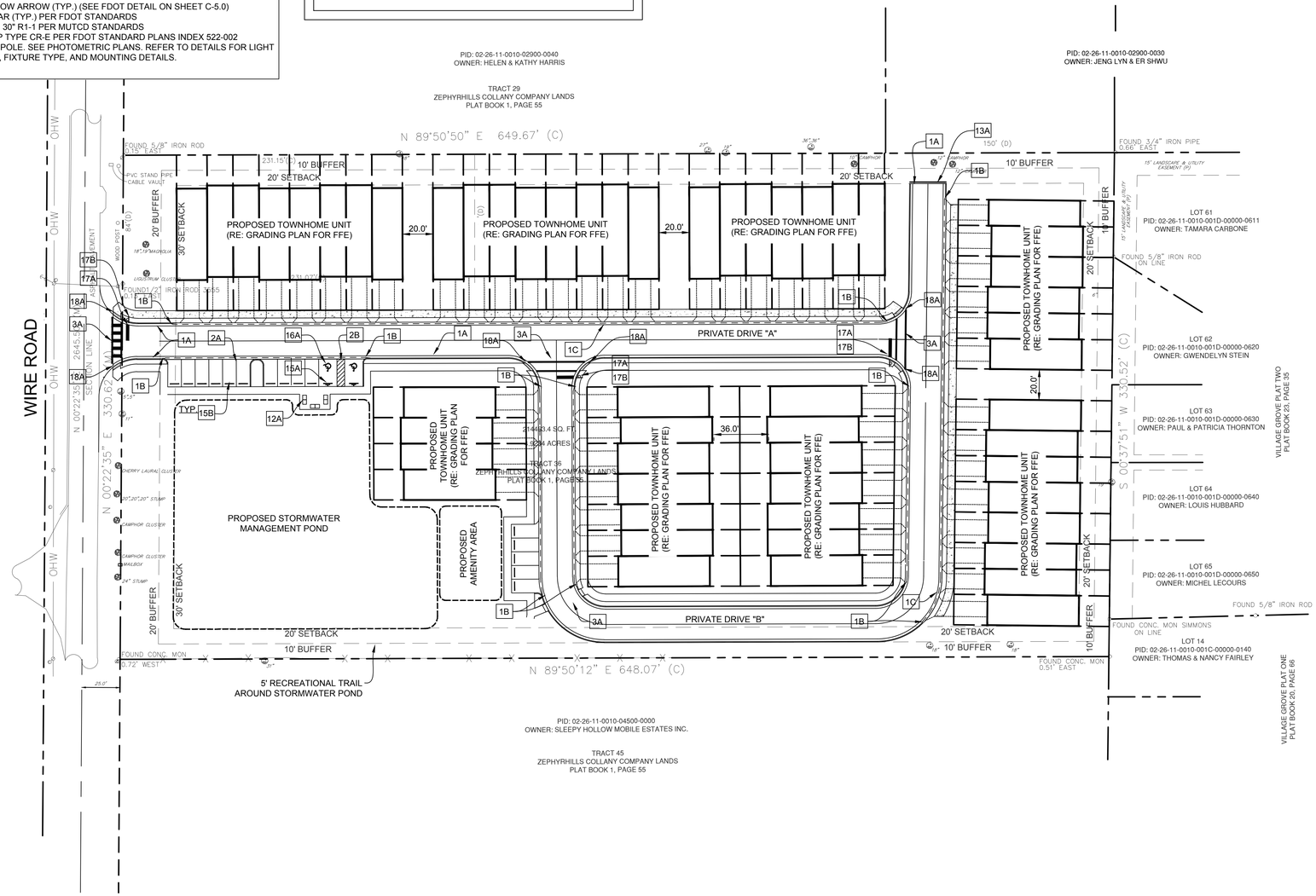
LEGEND

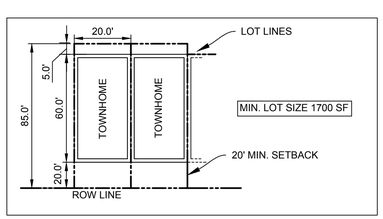
PROPOSED	DESCRIPTION
	PROPERTY LINE
	CENTERLINE OF ROAD
	CONCRETE SIDEWALK
	30' CONSERVATION SETBACK

NOTE: SIDEWALK AND DRIVEWAY LOCATION IN FRONT OF PROPOSED TOWNHOMES SUBJECT TO CHANGE DEPENDING ON PROPOSED FLOORPLAN AND DRIVEWAY LAYOUT.

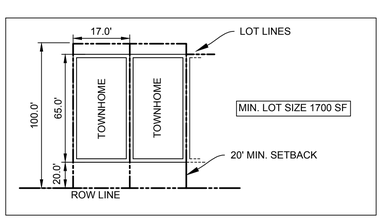
NOTE: ALL REFUSE SERVICE TO BE CURB SIDE PICKUP.

SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST
PASCO COUNTY, FLORIDA





MIN. LOT SIZE EXHIBIT (20' WIDE UNITS)



MIN. LOT SIZE EXHIBIT (17' WIDE UNITS)



LOCATION MAP

PROJECT DATA

TOTAL PROJECT ACREAGE: +/- 4.92 ACRES/DEVELOPABLE AREA
BUILDING BREAKDOWN:
TOTAL UNITS: 55 (63,180 SF)
20'X60' UNITS: 26 (33,600 SF)
17'X60' UNITS: 29 (29,580 SF)
MAX. DENSITY: 20 DU/AC = 99

EXISTING JURISDICTION: PASCO COUNTY
PROPOSED JURISDICTION: CITY OF ZEPHYRHILLS

EXISTING USE: VACANT LAND/NO EXISTING STRUCTURES
EXISTING ZONING/FLU: AR/RES-6 (COUNTY)
PROPOSED ZONING: R-4 (CITY)
ABUTTING:
NORTH: AR
EAST: PUD - PLANNED UNIT DEVELOPMENT
WEST: M1 - MOBILE HOME SUBDIVISION
SOUTH: M3 - RECREATIONAL VEHICLE PARK

PROPOSED USE: TOWNHOME / RESIDENTIAL
BUILDING HEIGHT:
ALLOWED:
PROPOSED:
MAX. ALLOWABLE F.A.R. = XX%
PROPOSED F.A.R. = 0.295

SETBACKS:

REQUIRED:	PROVIDED:
F - 30'	F - 30'
S - 20'	S - 20'
S - 20'	S - 20'
R - 20'	R - 20'

REQUIRED LANDSCAPED OPEN SPACE: 30%
PROPOSED LANDSCAPE OPEN SPACE: 30%

REQUIRED/PROVIDED BUFFERS:
FRONT: 20'/20'
SIDES: 10'/10'
REAR: 10'/10'

PARKING REQUIREMENTS FOR PROPOSED USE:
REQUIRED:
2 SPACES PER UNIT = 55 UNITS X 2 = 110
1 VISITOR SPACE PER 4 TOWNHOMES = 55 UNITS X 0.25 = 14

PARKING SPACES PROVIDED:
UNIT PARKING = 110 (ONE GARAGE PARKING SPACE, ONE DRIVEWAY)
VISITOR PARKING = 14 SPACES

GENERAL SITE NOTES

A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
B. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE 6" INTEGRAL CURBING. CURB AND GUTTER NEXT TO ASPHALT SHALL BE TYPE 'D' CURB AND GUTTER.
C. DEMOLITION OF EXISTING PAVEMENT AND UTILITIES IS A PART OF THIS CONSTRUCTION PACKAGE. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS AND STEPS TO INSURE THAT ALL ADJOINING PROPERTIES ARE PROTECTED FROM DAMAGE AND TO INSURE THAT ALL ADJOINING PROPERTIES RETAIN ALL UTILITY SERVICES DURING THE DURATION OF THE CONSTRUCTION.
D. IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH THE ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING DOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
E. CONTRACTOR TO PROTECT ALL EXISTING LANDSCAPE NOTED TO BE SAVED.
F. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
G. THE PROPOSED ON-SITE STORMWATER POND WILL SERVE THE ENTIRE DEVELOPMENT PROPERTY.
H. THE LOCATION OF THE CONSTRUCTION FENCE ON THE DRAWINGS IS FOR GRAPHICAL REPRESENTATION ONLY. THE CONTRACTOR IS TO ENSURE THAT THE CONSTRUCTION FENCE ENCOMPASSES THE ENTIRE WORK AREA.
I. ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE TO FACE OF CURB, OUTSIDE FACE OF BUILDING (BLOCK), OR CENTERLINE OF PARKING BAY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS OF ALL ENTRY/EXIT PORCHES AND PRECISE BUILDING DIMENSIONS.
J. UNLESS OTHERWISE NOTED, ON-SITE PAVEMENT SHALL BE STANDARD DUTY ASPHALT.
K. ALL HANDICAP SPACES ARE TO RECEIVE A HANDICAP SIGN AND SYMBOL PAINTED ON THE ASPHALT. STALL(S) ADJACENT TO THE FIVE (5') FOOT STRIPED AISLES ARE TO RECEIVE A "VAN ACCESSIBLE" SIGN IN ADDITION TO THE ABOVE. STRIPING TO BE BLUE.
L. STOP SIGNS SHALL MEET THE CRITERIA OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
M. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL BUILDING PLANS AND SPECIFICATIONS.
N. THE GENERAL CONTRACTOR IS TO COORDINATE WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION, ADJUSTMENT, OR RELOCATION OF EXISTING UTILITIES AS DESIGNATED ON THE PLANS.
O. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING DAMAGE TO ANY EXISTING ITEM DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS. THE CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION START.

Issued:		Date:
A	ISSUED FOR PERMITS	xx-xx-xx
B		
C		
D		

Revisions:		Date:
1		xx-xx-xx
2		
3		
4		
5		
6		

N

0' 40 80 120
SCALE: 1" = 40

Scott K. Stannard, P.E.

FL P.E. No. 50565 SEAL

This item has been digitally signed and sealed by Scott K. Stannard, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Site Engineering • Landscape Architects
Commercial Site Solutions, Inc.
FL C.O.A Number: 27575
21764 State Road 54
Lutz, FL 33549
(813) 885-2032
www.css-eng.com

Client Name:

ACME Development Company
P.O. BOX 1209
CRYSTAL SPRINGS, FL 22524
PH: (813) 782-0825 (OFFICE)
CONTACT: KEVIN RYMAN

Project Name & Location:

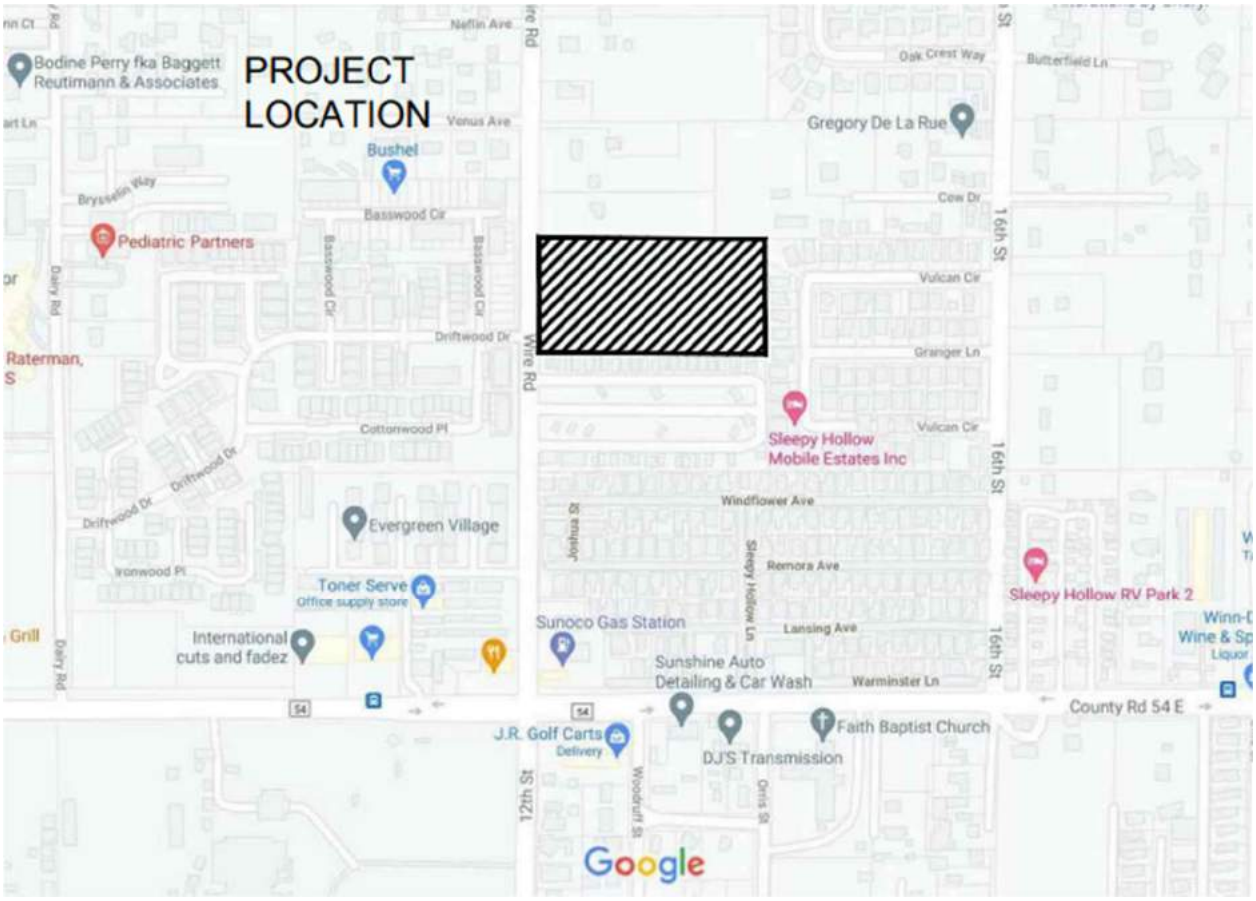
WIRE ROAD AT DRIFTWOOD
WIRE ROAD @ DRIFTWOOD RD
CITY OF ZEPHYRHILLS, FL
PACO COUNTY
PH: (813) 782-0825
CONTACT: KEVIN RYMAN

Drawing Name:

SITE PLAN

Date: 07/13/21
Revised: XXX
Drawn: sks
Checked: SKS

Drawing No.
C-4.0



Location Map

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

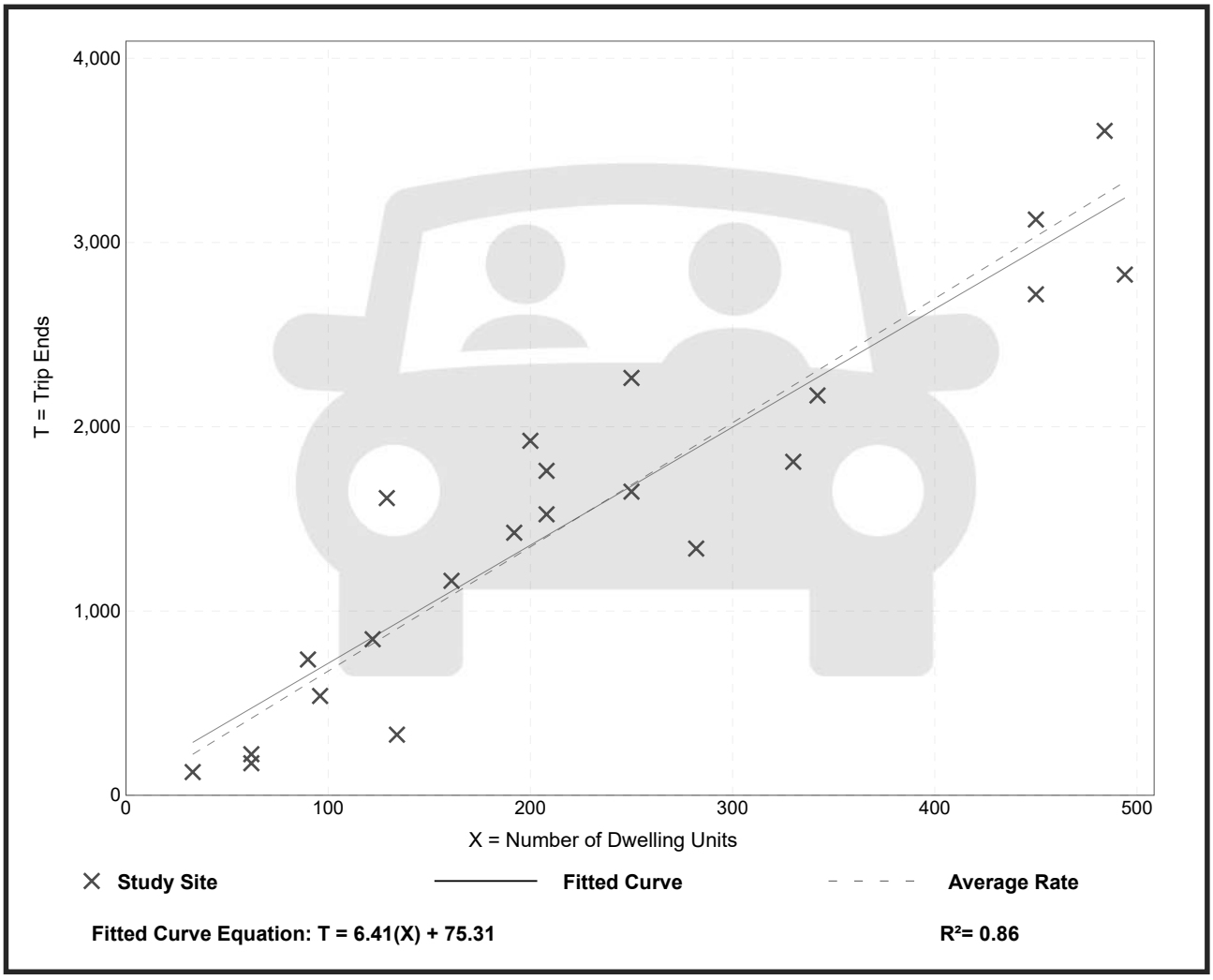
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

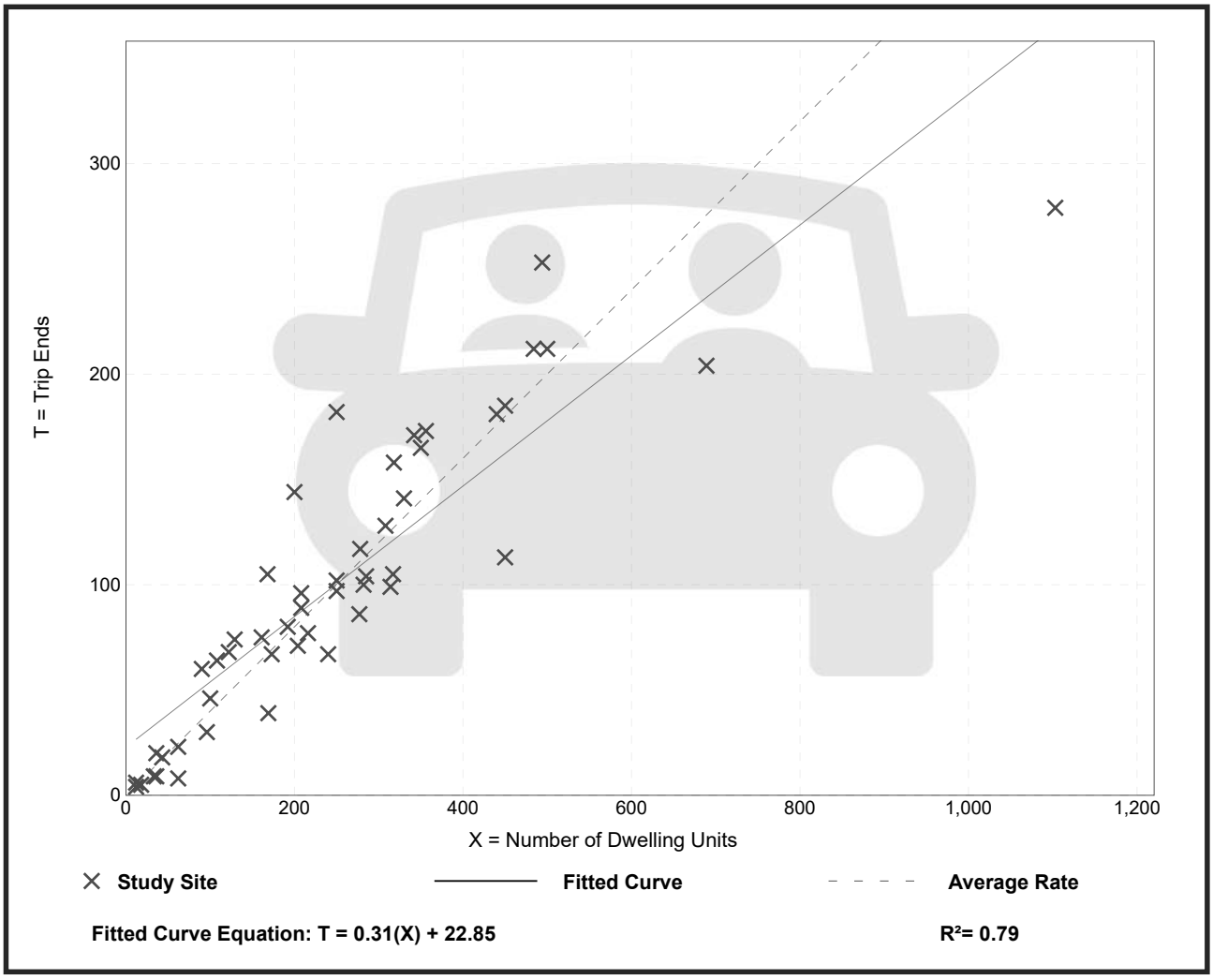
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

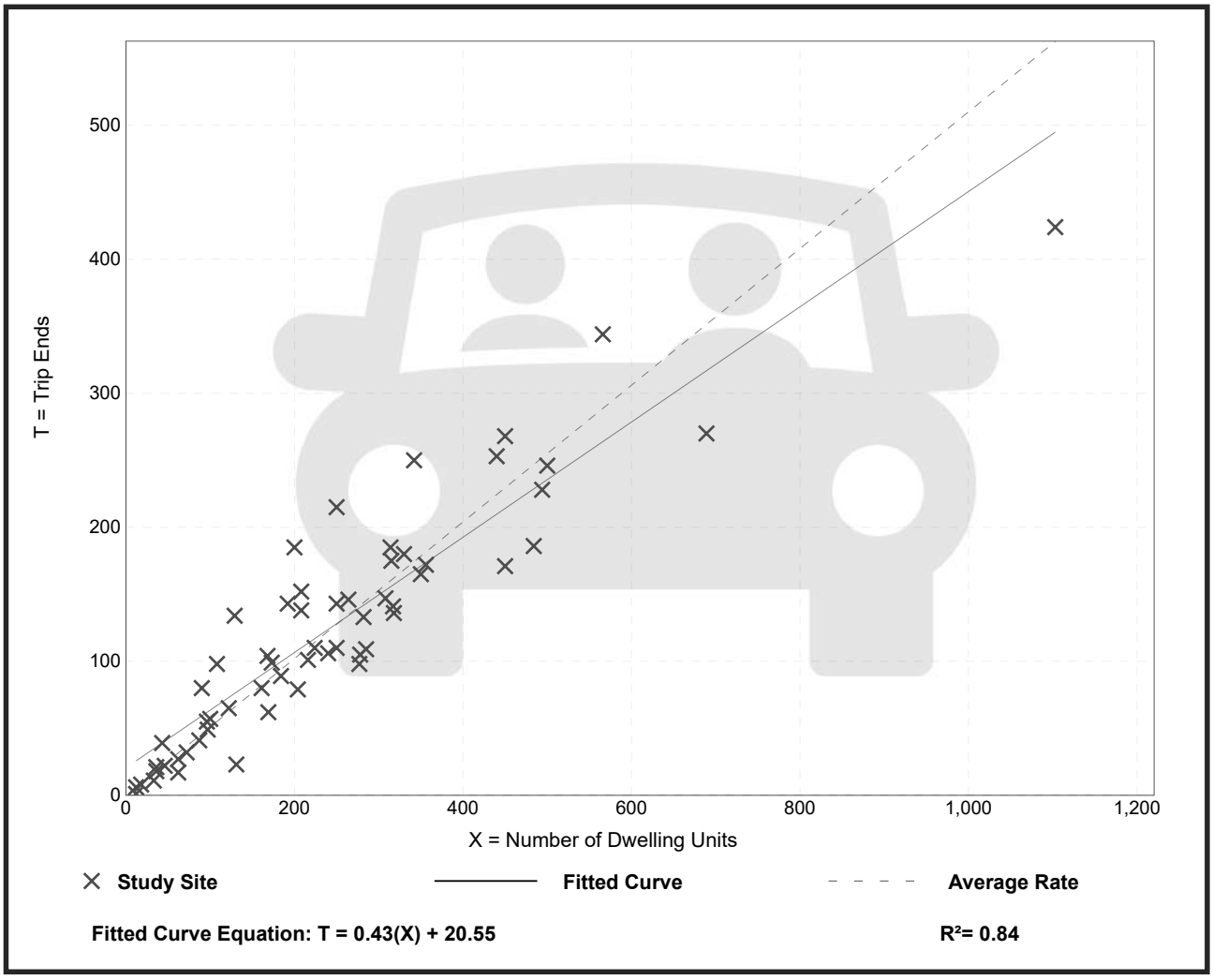
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

COUNTY: 14 PASCO

SITE	SITE TYPE	DESCRIPTION	DIRECTION 1		DIRECTION 2		AADT TWO-WAY	"K" FCTR	"D" FCTR	"T" FCTR
6034		MASSACHUSETTS AVE, EAST OF GRAND BLVD (HPMS)	E	3000E	W	3100E	6100 S	9.0	55.4F	3.7P
6035		OLD LAKELAND HIGHWAY, SOUTH OF CLINTON AVE (HPMS	N	4200E	S	4200E	8400 S	9.5	55.4F	20.8P
6038		CLINTON AVE, WEST OF US 301 (HPMS)	E	7800E	W	7700E	15500 S	9.0	55.4F	7.2P
6040		E/O AUTUMN PALM GROVE DR, EAST OF CANAL (HPMS)	E	350E	W	300E	650 S	9.0	55.4F	3.8P
6041		SAM ALLEN, NORTH OF TUCKER RD (HPMS)	N	1100E	S	1200E	2300 S	9.0	55.4F	7.0P
6045		FORT KING ROAD/DAUGHTERY RD, WEST OF FORT KING R	N	3400E	S	3700E	7100 S	9.0	55.4F	4.2P
6046		OTIS ALLEN RD, EAST OF WIRE ROAD (HPMS)	E	1700E	W	1800E	3500 S	9.0	55.4F	5.7P
6047		CR 54, EAST OF US 301 (HPMS)	E	5700E	W	5900E	11600 S	9.0	55.4F	8.1P
6051		FORT KING RD NORTH OF EILAND BLVD (CR 54) (HPMS)	N	5400E	S	6200E	11600 S	9.0	55.4F	3.8P
6052		FORT KING RD, NORTH OF BOZEMAN RD (HPMS)	N	2500E	S	2600E	5100 S	9.0	55.4F	4.7P
6053		COUNTY LINE RD, EAST OF BRUCE B DOWNS/CR 581 (HP	E	7200E	W	7500E	14700 S	9.0	55.4F	1.9P
9001		JOHNSTON ROAD, E OF BELLAMY BROTHERS BLVD	E	250E	W	250E	500 S	9.5	55.4F	5.1F
9002		WIRE ROAD, N OF CR 54	N	3900E	S	3700E	7600 S	9.0	55.4F	5.1F
9003		SCHARBER RD, N OF DARBY RD	N	350E	S	400E	750 S	9.5	55.4F	5.1F
9004		JASMINE BLVD, E OF SCENIC DRIVE	E	1300E	W	400E	1700 S	9.0	55.4F	5.1F
9005		LIVINGSTON RD, N OF E COUNTY LINE RD	N	3600E	S	3200E	6800 S	9.0	55.4F	5.1F

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED
"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011
AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; R= FOURTH YEAR EST; V= FIFTH YEAR EST; 6= SIXTH YEAR EST; X= UNKNOWN
"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

City Council Meeting
October 24, 2022

Action Item

BUSINESS ITEMS/PUBLIC HEARING 3.2

ACME Development on Wire Road North of C.R. 54

Second Reading **ORDINANCE NO. 1444-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-6 (RESIDENTIAL 6 D/U PER ACRE) TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR (AGRICULTURAL-RESIDENTIAL) TO CITY R-4 (HIGH-DENSITY RESIDENTIAL) FOR APPROXIMATELY 4.95 ACRES OF REAL PROPERTY LOCATED ON WIRE ROAD AND APPROX. 1,000 FEET NORTH OF COUNTY ROAD 54 AND HAVING PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYHILLS FLORIDA 33542; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Ordinance No. 1444-22 on the Second Reading

Issue:

This is a free-fold petition for Annexation, Future Land Use Map Amendment (FLUMA), and Zoning Assignment. The annexation will remedy a County enclave within the City.

Background:

An Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition has been presented to the City by Commercial Site Solutions, Inc. (CSS) on behalf of the property owner (ACMD Development Inc.) for a 4.95 acre parcel on Wire Road north of County Road 54. A 55-unit townhome community is anticipated to be developed if this petition is approved. This project was presented in the Planning Director's report at the April 11th, 2022 Council Meeting. At that meeting, Council directed the applicant and Staff to explore the possibility of constructing a left-hand turn lane on Wire Road. After analysis by the applicant's traffic consultant and meeting(s) with the County's ROW acquisition and use permit team, they determined that the project would not meet the criteria for such turn-lane. Therefore, a turn-lane is not part of this proposal. Also included with the ordinances as part of this package is a voluntary deed restriction to cap the maximum unit count at 55 units and a ROW dedication for fifteen feet (15) along Wire Road for future roadway improvements.

Attachment(s):

1. Ordinance 1444-22 Acme SM Scale FLU and Zoning

2. Staff Report for CC Wire Rd Annx rezone fluma October 03 2022 w attachments
3. Wire Road At Driftwood Access Management Application 8-9-22

Fiscal Impact:
N/A

Staff Recommendation:
Staff recommends Council's approval based on the staff report contained herein.

ORDINANCE NO. 1444-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-6 (RESIDENTIAL 6 D/U PER ACRE) TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR (AGRICULTURAL-RESIDENTIAL) TO CITY R-4 (HIGH-DENSITY RESIDENTIAL) FOR APPROXIMATELY 4.95 ACRES OF REAL PROPERTY LOCATED ON WIRE ROAD AND APPROX. 1,000 FEET NORTH OF COUNTY ROAD 54 AND HAVING PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYHILLS FLORIDA 33542; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163 Florida Statutes, authorize the City Council of the City of Zephyrhills to prepare and enforce a Comprehensive Plan for the development of the City; and the City Council desires to amend the City of Zephyrhills' Comprehensive Plan, and;

WHEREAS, the City Council has determined that the proposed amendment meets the criteria for a Small-Scale Comprehensive Plan Amendment pursuant to Section 163.3184, Florida Statutes, and the Zephyrhills Comprehensive Plan; and

WHEREAS, the Zephyrhills Planning Commission, sitting as the Local Planning Agency, on March 15, 2022, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, based upon the recommendations of the Zephyrhills Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan, and;

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a small-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the RU (Residential Urban) future land use classification would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the R4 Zoning Designation would be appropriate, would promote the general welfare, and encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Recitals.

The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 3. Amendment.

The following described lands, lying and being situated in the City of Zephyrhills, to wit:

Physical Address: 6700, 6712, and 6718 Wire Road, Zephyrhills, FL 33542

Parcel /Tax ID Numbers: 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010

Legal description**:**

Tract 36, Zephyrhills Colony Company Lands, as per plat thereof recorded in plat book 1, page 55, public records of Pasco County, Florida

6718
COM AT NW COR OF TRACT 36 OF ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 TH EAST ALG NORTH BDY OF TRACT 36 240 FT TH SOUTH 85 FT TH WEST 240 FT TH NORTH 85 FT TO POB OR 6900 PG 1798

Acreage: 4.95 Acres, MORE OR LESS.

The Future Land Use classification is hereby amended from County RES-6 to City RU (Residential Urban) and the Zoning Designation is hereby rezoned from County AR to City R4 (Multi-Family Residential) and included within the boundaries of the City of Zephyrhills, Florida.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date.

This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1444-22 was read and passed on the first reading, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of October, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1444-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of October, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1444-22 was approved by me this 24th day of October, 2022.

_____
Gene Whitfield, Mayor

Approved as to legal form and legal content

_____
Matthew E. Maggard, City Attorney

Staff Report
Memorandum

To: City Council

From: Rodney Corriveau, AICP – Senior Planner

RE: ANX 09-22 – ANX/FLU/RZ
6715 & 6718 Wire Rd Annexation, Land Use Map Amendment and Rezoning Planning Report

Date: October 10th 2022

I. BACKGROUND & INFORMATION

A. **History | Application Summary**
An Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition has been presented to the City by Commercial Site Solutions, Inc. (CSS) on behalf of the property owner (ACME Development Inc.) for a 4.92 acre parcel on Wire Road north of County Road 54.

This project was presented in the Planning Director's report at the April 11th, 2022 Council Meeting. At that meeting, Council directed the applicant and Staff to explore the possibility of constructing a left-turn lane on Wire Road. After analyses by the applicant's traffic consultant and meeting(s) with the County's ROW acquisition and use permit team, they determined that the project would not meet the criteria for such turn-lane. Therefore, a turn-lane is not part of this proposal. Also included with the Ordinances as part of this package is a voluntary deed restriction to cap the maximum unit count at 55 units and a ROW dedication for fifteen feet (15) along Wire Road for future roadway improvements.

B. **Site Information**

Applicant | Owner:	ACME Development Inc.
Location:	East side of Wire Rd. approx. 1,000 feet north of CR 54.
Parcel ID Number(s):	02-26-21-0010-03600-0000, 02-26-21-0010-03600-0010
Acreage:	4.92 Acres, M.O.L.
Existing Land Use:	Vacant, Single-Family home
Existing Future Land Use:	County Res. 6
Proposed Future Land Use:	RU (Residential Urban)

Existing Zoning:	County AR
Proposed Zoning:	R-4 High Density Residential
Approx. Density (when developed):	Anticipated at 11 DU per acre
Maximum Height:	30 Feet

II. DATA & ANALYSIS REVIEW

A. **Character Analysis**

The subject property is located along Wire Road just north of CR 54 in an established area of town. The property is bordered to the west by the Driftwood Villas residential subdivision. To the east is the Village Grove mobile home park, to the south is the Sleepy Hollow mobile home park, and to the north - larger lot single family homes. The subject property consists of 4.92 acres. The proposal remedies a County enclave within the City while applying a land use and zoning which is reflective of the general neighborhood, adjacencies and anticipated growth patterns. The anticipated use of the property will be approximately 55 townhomes. The property contains no wetlands or other environmentally sensitive features.

East – Village Grove MHP

West – Driftwood Villas

North – Various larger-lot single-family homes.

South – Sleepy Hollow MHP.

B. **Compatibility Analysis**

1. Future Land Use Map (FLUMA) Amendment
   (a) The subject property (4.92) qualifies as a small-scale plan amendment;
   (b) The request is to change the subject property's future land use designation from Res-6 to Residential Urban and is consistent with the abutting properties, which are:
      i. County to the north (AR)
      ii. Mobile Home/Recreational Vehicle to the east
      iii. Mobile Home/Recreational Vehicle to the south
      iv. RU (Residential Urban) to the west;
   (c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
   (d) Utility capacity is available for the proposed petition;
   (e) Transportation:
      (1) Subject parcel abuts Wire Road and a County ROW use permit and ROW dedication will be required;

(2) Residential development is projected to have a de minimus impact at 382 average daily trips. City of Zephyrhills LDC defines de minimus at less than 1,200 average daily trips.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development. It is also consistent and compatible with the land use/development trends of the area as it provides an essential recreational element to the public. See attached FLU Map. Staff is coordinating with County Staff as part of the JPA (Joint Planning Area) agreement between the City and County to ensure complete compliance.

2. Rezoning
   (a) The request is to change the subject property's zoning classification from County AR to R-4;
   (b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
      i. County AR to the north
      ii. M-1 Mobile Home Subdivision to the east
      iii. M-3 Recreational Vehicle to the south
      iv. PUD to the west;
   (c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

   The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. As the City grows, the need for higher density fee simple ownership opportunities becomes greater. This rezoning and FLUMA furthers these goals and objectives of the Comprehensive Plan while remaining consistent with the adjacent zoning. See attached zoning map.

C. **Natural & Historic Resources Analysis**

The following site characteristics are provided:

1. Soil Types – Tavares, Tavares fine, and Lake fine sands with 0-5% slope. This type of soil is described as very deep, well-drained and is well-suited for development.
2. Flood Plain – The subject property is located in Flood Zone "X" and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies – There are not wetlands or bodies of water located on the subject property.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – A Protected Species Assessment produced by Universal Engineering Sciences dated February 10th 2022 has been submitted by the applicant. There appears to be eight potentially occupied gopher tortoises burrows onsite. Proper permits shall be

obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City.

D. **Public Services Analysis | Impact**

POLICE	Projected general police service demand is within the City's existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County's existing service capabilities. The City is currently coordinating with the County.
WATER	Water service is available to the subject property along Wire Road. Any future development of the property will require connection. Projected general water service demand is 16,500 GPD (55 units at 300 GPD = 16,500). **According to the Utilities Department, capacity is currently available based upon the Water Use Permit (WUP) estimates.** The City is exploring options to ensure adequate water supply into the future to support growth. This is an ongoing discussion with various entities. **Please direct questions to the Utilities Department.**
SEWER	Sewer services are available along Wire Road approximately 600 feet south of subject property. Projected waste water service demand is 11,000 GPD (55 units at 200 GPD = 11,000). **According to the Utilities Department, capacity is currently available.**
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal meets the City's de-minimus threshold. Residential development is projected to generate 382 average daily trips. City of Zephyrhills LDC defines de minimum at less than 1,200 average daily trips.
SCHOOL	The City and applicant have begun the coordination process with the Pasco County School Board. According to the Board, the 55 unit project is anticipated to generate a total of ten students (5 elementary, 2 middle school, and 3 high school students).

E. Comp Plan and LDC Analysis and Verified Response

The requested annexation, re-zoning, and future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Code has been conducted by the applicant and verified by City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.

Goal LU-1 - To achieve an economically and diversified tax base that ensures:

a. **That the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;**
b. **That recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination, and an airport community offering recreational and industrial opportunities;**
c. **That enjoyment of natural and man-made recreational resources by citizens and visitors alike; and**
d. **That threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.**

Verified response: Consistent with the above stated goals, it is anticipated that the proposed development will bring approximately 55 new townhomes to the City of Zephyrhills. Site amenities shall include landscape buffering, open space and recreational areas for its residences. It is anticipated that the development will blend well with the neighborhood due to the existing development patterns.

Objective LU 1-1 - To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

Verified response: The existing property currently has one home, the proposed development will consists of 55 townhome units, thus it is anticipated that the project will increase the tax and utility service revenue of the City.

Policy LU 1-1-1 - The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which

a. **regulate the subdivision of land;**
b. **regulate signage**
c. **provide for drainage and storm water management**
d. **provide requirements for the provision of open space, traffic flow and parking**
e. **coordinate future land sues with soil conditions, topography and availability of facilities and services**
f. **ensure that development orders and permits are issues only when it is documents that there is an adequate level of service**
g. **protect limited amount of wetlands and environmentally sensitive land**

Verified response: The proposed development shall be fully designed and permitted in accordance with the City of Zephyrhills Land Development Code. No construction will be permitted to begin until all relevant permits have been applied for and obtained by the City of Zephyrhills and other applicable state and local authorities including the SWFWMD. There are no wetland or environmentally sensitive areas on the property.

Policy LU 1-2-1 - Residential development shall be consistent with the following residential density: Residential Urban up to 20 units per acre

Verified response: The proposed development will fall into Residential Urban, with an anticipated density of 11.18 units/gross acre. This is in line with adjacent developments which share the same or similar designation, illustrated in our FLU Zoning Analysis

Objective LU 1-4 - The City will develop mechanisms to ensure the protection of archaeological and historical resources.

Verified Response: Per the Florida Master Site File, no cultural resources have been located on the subject development. In the event of these resources being discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

Policy LU 1-6-1 - Encourage traditional neighborhood development (TND) techniques and alternative transportation design requirements.

Verified Response: The proposed development will be compact allowing a higher density of homes per acre than single family uses but well below the maximum allowable density. The development shall incorporate pedestrian movement throughout the property via open space and 5' sidewalks. The proposed project also offers a mixture of unit sizes varying between 17'-20' feet wide, and various bedroom options. Typically attached single-family homes offer a lower beginning price point than detached, all things being equal. The townhome community shall be equipped with amenities in accordance with the City of Zephyrhills LDC. The on-site private roadway will have a posted speed limit of 15 mph and shall be designed according the low-speed requirements. The site layout shall incorporate open space areas preserving natural vegetation where site constraints allow. As described to Staff, this project exhibits many elements of a TND project, yet is not officially a TND.

Objective LU 1-9 - Improve and enhance the visual appearance of neighborhoods and commercial areas in the City.

Verified Response: The subject development shall be designed with architectural standards in accordance with the City of Zephyrhills LDC, and shall be approved by the City's SPRC to ensure that the visual appearance is in accordance with their requirements. The subject development will utilize a 20' Landscape Buffer along the front of the property enhancing the visual appearance of the neighborhood from Wire Road. 10' Landscape Buffers will be utilized along the rear and sides.

Consistency with LDC and City Ordinances

Verified Response: The subject development shall be designed in accordance with the City of Zephyrhills Land Development Code and City Ordinances. The townhome development shall be designed in accordance with City of Zephyrhills LDC 2.01.03.06.01 TOWNHOMES.

2.01.03.06.01 (B) – Subdivision Plat

Verified Response: The subject development, as required, will supply a subdivision plat complying with all applicable requirements of this section, and shall be approved by the City Council and recorded with the Clerk of Circuit Court of Pasco County

2.01.03.06.01 (C) – Mandatory Property Association

Verified Response: The subject development shall create a property association and create deed covenants to ensure the maintenance and upkeep of open space areas and facilities retained in common ownership. The HOA documents shall be provided to the City prior to final plat approval.

2.01.03.06.01 (F) – Minimum Townhouse Project Area

Verified Response: The subject development has an area of 4.82 Acres, and a project frontage of 330.62', meeting the 9,000 SF Area requirement and 90' frontage requirement.

2.01.03.06.01 (G) – Townhouse Unit Grouping

Verified Response: It is anticipated that the subject development will consist of townhome groupings in groupings of 4, 6, 7, and 8 in accordance to City of Zephyrhills maximum and minimum townhome unit grouping requirements.

2.01.03.06.01 (H) – Supporting Infrastructure and Access

Verified Response: The subject development abuts Wire Road and provides access to the County road for vehicular and pedestrian access. An on-site drainage system shall be designed to serve the proposed development. Internal roadways shall be private and constructed in accordance with the minimum requirements pertaining to drive, aisle, and parking width standards. The internal private roads shall be maintained via HOA. All townhome lots have frontage and access to the internal private road. Each unit shall have one parking space in a private garage, and one space on the private driveway. Additional guest parking spaces shall be provided on-site.

2.01.03.06.01 (I) – Lot and Building Standards

Verified Response: The proposed development offers units with a Lot Width of 17' and 20'. The Minimum lot area for all lots shall be 1700 SF. The maximum building height is 30'.

2.01.03.06.01 (J) – Exterior Front Garage Façade Walls

Verified Response: The exterior garage façade wall shall not occupy more of 70% of the entire front building façade as required by LDC.

2.01.03.06.01 (K) – Building Setback Requirements

Verified Response: The proposed townhome unit front setback is 30' from all internal roadways. A 20' setback has been provided between all townhome unit groupings. A 15' side setback has been provided between townhome units and any internal private drives.

2.01.03.06.01 (M) – Landscaping

Verified Response: The subject development shall be designed in accordance to City of Zephyrhills LDC Landscaping as requested and required. Each individual townhome unit shall have a shade tree places every 20 to 40 feet. Ornamental landscaping shall be provided for each unit, and submitted to the City of

Zephyrhills for review. The applicant has committed to providing heavier buffering along the property perimeter that abuts existing developed properties.

2.01.03.06.01 (N) – Sidewalks Required

Verified Response: The proposed townhome development shall offer a continuous sidewalk path around the entire project, on both sides of the proposed internal drive. This includes pedestrian connection from the connection along Wire Road to all townhome dwelling units, common parking areas, open spaces, and amenities. Sidewalk width shall be no less than 5' in the proposed townhome development.

2.01.03.06.01 (O) – Parking Requirements

Verified Response: Two parking spaces have been provided for each townhome unit, one in the proposed garage, and one on the proposed private driveway. Additional guest parking shall be provided on-site, and parking has been provided for Mail Kiosk access.

2.01.03.06.01 (Q) – Recreation, Open Space, and Environmentally Sensitive Areas

Verified Response: The common recreation area shall be buffered in accordance with the City's LDC. The proposed development will provide Open Space areas equivalent to 30% of the total project area. Since the proposed development consists of 55 Townhome units, the LDC requires the applicant to provide a total of three amenity spaces. The required play area / tot-lot will be provided, and two additional amenities shall and will be and submitted to the City of Zephyrhills for approval prior to construction.

III. IMPORTANT REMINDER OF PUBLIC SERVICES ANALYSIS (WUP UPDATE)

. Water service is available to the subject property along Wire Road. Any future development of the property will require connection. Projected general water service demand is 16,500 GPD (55 units at 300 GPD = 16,500). **According to the Utilities Department, capacity is currently available based upon the Water Use Permit (WUP) estimates.** The City is exploring options to ensure adequate water supply into the future to support growth. This is an ongoing discussion with various entities. **Please direct questions to the Utilities Department.**

IV. PREVIOUS ACTION AND STAFF RECOMMENDATION

A. ***Site Plan Review Committee*** – The SPRC recommended approval of the petition for annexation, rezoning and future land use map amendment

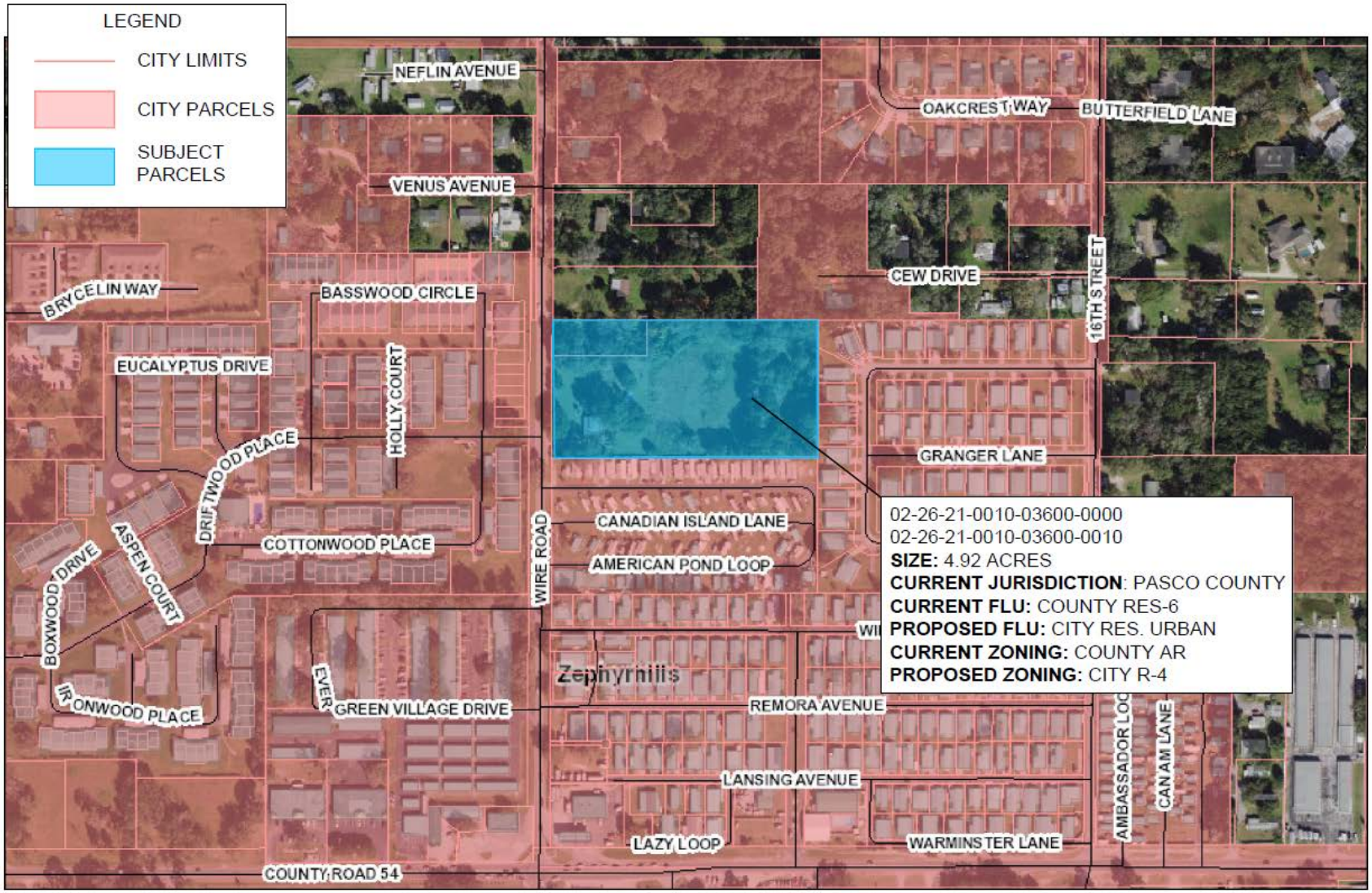
B. ***Planning Commission*** – The Planning Commission recommended approval of the petition for annexation, rezoning and future land use map amendment based upon the following:

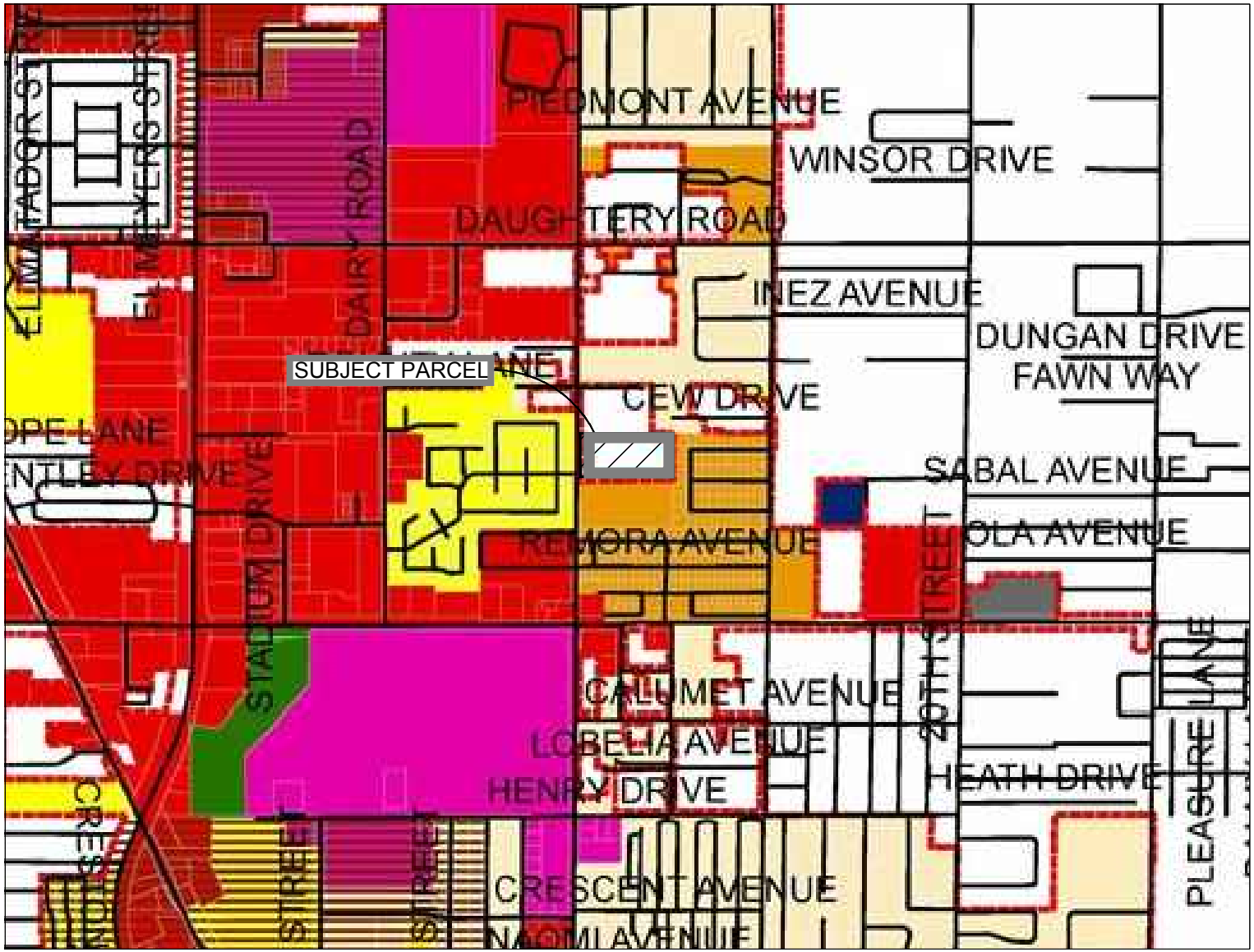
1. The Commission tasked Staff to work with the School Board to determine if a bus stop would be possible within the project. Staff has confirmed with the School Board that such request will not be supported.
2. The Commission requested Staff look into crosswalks in the Wire Road vicinity. Staff is and will continue to coordinate with Pasco County throughout the development process for increased pedestrian connectivity.
3. The Commission discussed Wire Road access and the potential for right-of-way (ROW) acquisition for future Wire Road improvements by the County. The petitioner is aware and understands a ROW use permit will be required and is in process, and a dedication of frontage will be required of a minimum of 10 (ten) feet. Preliminary site planning includes this provision.
4. The Commission requested an increase in buffering/landscaping along the perimeter abutting developed properties, to which the petitioner had earlier agreed when requested by Staff.

C. ***City Council*** - This project was presented in the Planning Director's report at the April 11th, 2022 Council Meeting. At that meeting, Council directed the applicant and Staff to explore the possibility of constructing a left-turn lane on Wire Road. After analyses by the applicant's traffic consultant and meeting(s) with the County's ROW acquisition and use permit team, they determined that the project would not meet the criteria for such turn-lane. However, a 15-foot (fifteen) ROW dedication will be required along Wire Road for future roadway improvements.

Also included with the Ordinances as part of this package is a voluntary deed restriction to cap the maximum unit count at 55 units, as well as the previously stated 15-foot (fifteen) ROW dedication along Wire Road.

Therefore based upon the analysis contained herein, along with supporting documentation and tasks requested by the Planning Commission, **Staff recommends APPROVAL of this petition for** annexation, rezoning and Future Land Use Map Amendment (FLUMA).


LEGEND
CITY LIMITS
CITY PARCELS
SUBJECT PARCELS
NEFLIN AVENUE
VENUS AVENUE
BRYCE LIN WAY
BASSWOOD CIRCLE
EUCALYPTUS DRIVE
HOLLY COURT
DRIFTWOOD PLACE
ASPEN COURT
BOXWOOD DRIVE
COTTONWOOD PLACE
IRONWOOD PLACE
EVER
GREEN VILLAGE DRIVE
COUNTY ROAD 54
WIRE ROAD
CANADIAN ISLAND LANE
AMERICAN POND LOOP
OAKCREST WAY
BUTTERFIELD LANE
CEW DRIVE
16TH STREET
GRANGER LANE
REMORA AVENUE
LANSING AVENUE
LAZY LOOP
WARMINSTER LANE
AMBASSADOR LOO
CANAM LANE
02-26-21-0010-03600-0000
02-26-21-0010-03600-0010
SIZE: 4.92 ACRES
CURRENT JURISDICTION: PASCO COUNTY
CURRENT FLU: COUNTY RES-6
PROPOSED FLU: CITY RES. URBAN
CURRENT ZONING: COUNTY AR
PROPOSED ZONING: CITY R-4



EXISTING FLU: (COUNTY)
PROPOSED FLU: RESIDENTIAL SUBURBAN (CITY)

ADJACENT ZONING:

NORTH - RESIDENTIAL SUBURBAN

EAST - RESIDENTIAL URBAN

WEST - MOBILE HOME/REC VEHICLE

SOUTH - MOBILE HOME/REC VEHICLE

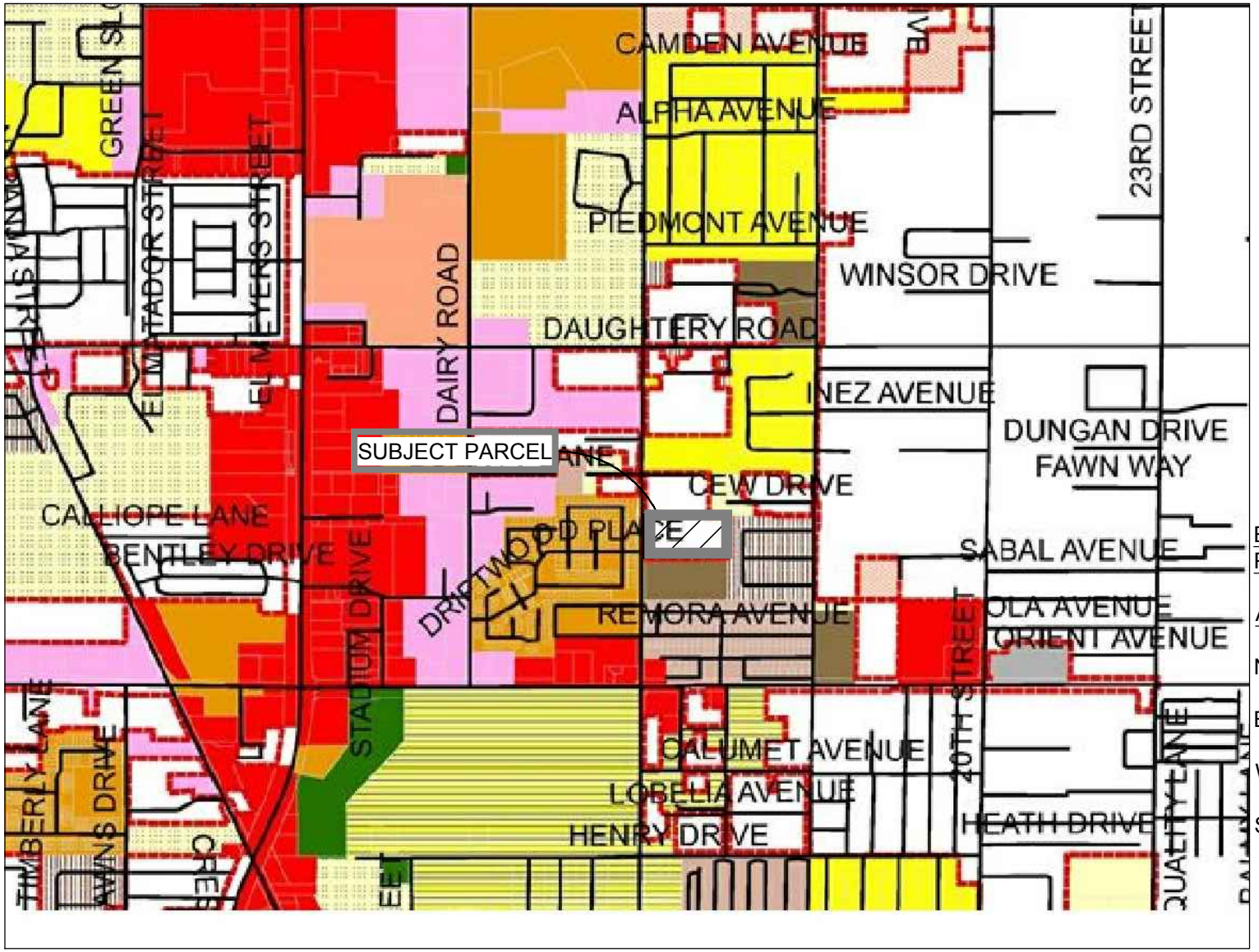
FUTURE LAND USE MAP

EXHIBIT D - CITY FUTURE LAND USE MAP
6712 & 6718 Wire Road
Zephyrhills, FL

CSS

DATE: 01/09/2021

N



LEGEND

- City Limits
- City Parcels
- Form-Based Code District

Traditional Zoning Designations

- TCBD-H - Traditional Central Business District Historic
- TMU - Traditional Mixed-Use
- TMU-H - Traditional Mixed-Use Historic

City Wide Zoning Designations

- ER - Estate Residential
- R1 - Low-Density Residential
- R2 - Single-Family Residential
- R3 - Medium-Density Residential
- R4 - Multi-Family Residential
- M1 - Mobile Home Subdivison
- M2 - Mobile Home Park
- M3 - Recreational Vehicle Park
- OP - Office/Professional
- C1 - Neighborhood Commerical
- C2 - Community Commerical
- C3 - General Commerical
- LI - Light Industrial
- AP1 - Airport
- AP2 - Airport Related
- RC - Recreation/Conservation
- PUD - Planned Unit Development

EXISTING ZONING: AR (COUNTY)
PROPOSED ZONING: R-4 (CITY)

ADJACENT ZONING:

NORTH - AR (PASCO COUNTY)

EAST - PUD

WEST - M1

SOUTH - M3

ZONING MAP

EXHIBIT C - CITY ZONING MAP
6712 & 6718 Wire Road
Zephyrhills, FL

CSS

DATE: 01/09/2021

N

☐ SITE DETAILS - SEE DETAIL SHEETS

1A TYPE F CURB, 5' TRANSITION (FDOT INDEX 520-001)
1B TRANSITION CURB TO VALLEY CURB, 5' TRANSITION
1C MIAMI CURB
2A 6" PARKING STALL STRIPE (WHITE)
2B AISLE STRIPING PER FDOT STD. PLANS INDEX 711-001
3A SPECIAL EMPHASIS CROSSWALK STRIPING PER FDOT STD. PLANS INDEX 711-001
10A PROPOSED TOWNHOME BUILDING PAD
12A MAIL KIOSK (RE: ARCH PLANS)
13A BARRICADE WITH REFLECTORS PER INDEX R-19
15A ACCESSIBLE PARKING SIGN IN BOLLARD (TYP). HANDICAP SIGN IN ACCORDANCE WITH FDOT DESIGN STANDARD PLANS 700-102, FTP 20-06. REFER TO SITE DETAILS
15B CONCRETE WHEELSTOP
16A ACCESSIBLE PARKING SYMBOL (ALL HANDICAP PARKING SPACES SHALL BE SIGNED AND MARKED IN ACCORDANCE WITH FDOT STANDARDS PLANS INDEX 711-001. REFER TO SITE DETAILS
16B TRAFFIC FLOW ARROW (TYP.) (SEE FDOT DETAIL ON SHEET C-5.0)
17A 24" STOP BAR (TYP.) PER FDOT STANDARDS
17B STOP SIGN, 30" R1-1 PER MUTCD STANDARDS
18A CURB RAMP TYPE CR-E PER FDOT STANDARD PLANS INDEX 522-002
20A SITE LIGHT POLE. SEE PHOTOMETRIC PLANS. REFER TO DETAILS FOR LIGHT POLE BASE, FIXTURE TYPE, AND MOUNTING DETAILS.

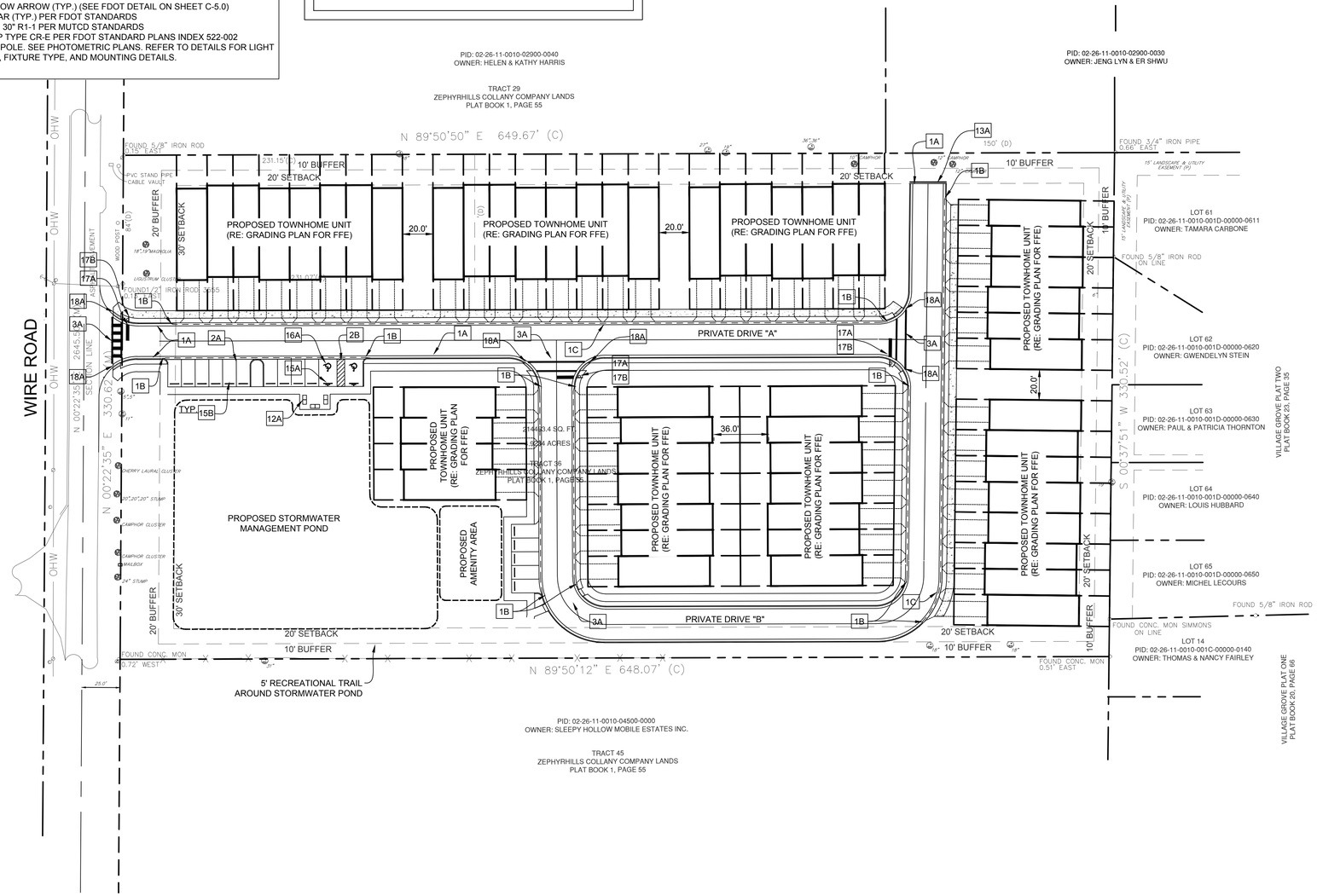
LEGEND

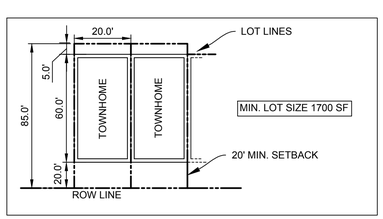
PROPOSED	DESCRIPTION
	PROPERTY LINE
	CENTERLINE OF ROAD
	CONCRETE SIDEWALK
	30' CONSERVATION SETBACK

NOTE: SIDEWALK AND DRIVEWAY LOCATION IN FRONT OF PROPOSED TOWNHOMES SUBJECT TO CHANGE DEPENDING ON PROPOSED FLOORPLAN AND DRIVEWAY LAYOUT.

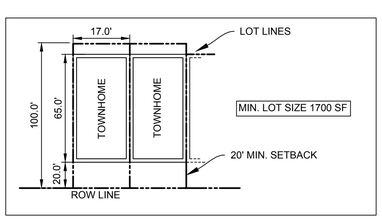
NOTE: ALL REFUSE SERVICE TO BE CURB SIDE PICKUP.

SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST
PASCO COUNTY, FLORIDA





MIN. LOT SIZE EXHIBIT (20' WIDE UNITS)



MIN. LOT SIZE EXHIBIT (17' WIDE UNITS)



LOCATION MAP

PROJECT DATA

TOTAL PROJECT ACREAGE: +/- 4.92 ACRES/DEVELOPABLE AREA
BUILDING BREAKDOWN:
TOTAL UNITS: 55 (63,180 SF)
20'X60' UNITS: 26 (33,600 SF)
17'X60' UNITS: 29 (29,580 SF)
MAX. DENSITY: 20 DU/AC = 99

EXISTING JURISDICTION: PASCO COUNTY
PROPOSED JURISDICTION: CITY OF ZEPHYRHILLS

EXISTING USE: VACANT LAND/NO EXISTING STRUCTURES
EXISTING ZONING/FLU: AR/RES-6 (COUNTY)
PROPOSED ZONING: R-4 (CITY)
ABUTTING:
NORTH: AR
EAST: PUD - PLANNED UNIT DEVELOPMENT
WEST: M1 - MOBILE HOME SUBDIVISION
SOUTH: M3 - RECREATIONAL VEHICLE PARK

PROPOSED USE: TOWNHOME / RESIDENTIAL
BUILDING HEIGHT:
ALLOWED:
PROPOSED:
MAX. ALLOWABLE F.A.R. = XX%
PROPOSED F.A.R. = 0.295

SETBACKS:

REQUIRED:	PROVIDED:
F - 30'	F - 30'
S - 20'	S - 20'
S - 20'	S - 20'
R - 20'	R - 20'

REQUIRED LANDSCAPED OPEN SPACE: 30%
PROPOSED LANDSCAPE OPEN SPACE: 30%

REQUIRED/PROVIDED BUFFERS:
FRONT: 20'/20'
SIDES: 10'/10'
REAR: 10'/10'

PARKING REQUIREMENTS FOR PROPOSED USE:
REQUIRED:
2 SPACES PER UNIT = 55 UNITS X 2 = 110
1 VISITOR SPACE PER 4 TOWNHOMES = 55 UNITS X 0.25 = 14

PARKING SPACES PROVIDED:
UNIT PARKING = 110 (ONE GARAGE PARKING SPACE, ONE DRIVEWAY)
VISITOR PARKING = 14 SPACES

GENERAL SITE NOTES

A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
B. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE 6" INTEGRAL CURBING. CURB AND GUTTER NEXT TO ASPHALT SHALL BE TYPE 'D' CURB AND GUTTER.
C. DEMOLITION OF EXISTING PAVEMENT AND UTILITIES IS A PART OF THIS CONSTRUCTION PACKAGE. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS AND STEPS TO INSURE THAT ALL ADJOINING PROPERTIES ARE PROTECTED FROM DAMAGE AND TO INSURE THAT ALL ADJOINING PROPERTIES RETAIN ALL UTILITY SERVICES DURING THE DURATION OF THE CONSTRUCTION.
D. IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH THE ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING DOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
E. CONTRACTOR TO PROTECT ALL EXISTING LANDSCAPE NOTED TO BE SAVED.
F. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
G. THE PROPOSED ON-SITE STORMWATER POND WILL SERVE THE ENTIRE DEVELOPMENT PROPERTY.
H. THE LOCATION OF THE CONSTRUCTION FENCE ON THE DRAWINGS IS FOR GRAPHICAL REPRESENTATION ONLY. THE CONTRACTOR IS TO ENSURE THAT THE CONSTRUCTION FENCE ENCOMPASSES THE ENTIRE WORK AREA.
I. ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE TO FACE OF CURB, OUTSIDE FACE OF BUILDING (BLOCK), OR CENTERLINE OF PARKING BAY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS OF ALL ENTRY/EXIT PORCHES AND PRECISE BUILDING DIMENSIONS.
J. UNLESS OTHERWISE NOTED, ON-SITE PAVEMENT SHALL BE STANDARD DUTY ASPHALT.
K. ALL HANDICAP SPACES ARE TO RECEIVE A HANDICAP SIGN AND SYMBOL PAINTED ON THE ASPHALT. STALL(S) ADJACENT TO THE FIVE (5') FOOT STRIPED AISLES ARE TO RECEIVE A "VAN ACCESSIBLE" SIGN IN ADDITION TO THE ABOVE. STRIPING TO BE BLUE.
L. STOP SIGNS SHALL MEET THE CRITERIA OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
M. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL BUILDING PLANS AND SPECIFICATIONS.
N. THE GENERAL CONTRACTOR IS TO COORDINATE WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION, ADJUSTMENT, OR RELOCATION OF EXISTING UTILITIES AS DESIGNATED ON THE PLANS.
O. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING DAMAGE TO ANY EXISTING ITEM DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS. THE CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION START.

Issued:		Date:
A	ISSUED FOR PERMITS	xx-xx-xx
B		
C		
D		

Revisions:		Date:
1		xx-xx-xx
2		
3		
4		
5		
6		

N

0' 40 80 120
SCALE: 1" = 40

Scott K. Stannard, P.E.

FL P.E. No. 50565 SEAL

This item has been digitally signed and sealed by Scott K. Stannard, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Site Engineering • Landscape Architects
Commercial Site Solutions, Inc.
FL C.O.A Number: 27575
21764 State Road 54
Lutz, FL 33549
(813) 885-2032
www.css-eng.com

Client Name:

ACME Development Company
P.O. BOX 1209
CRYSTAL SPRINGS, FL 22524
PH: (813) 782-0825 (OFFICE)
CONTACT: KEVIN RYMAN

Project Name & Location:

WIRE ROAD AT DRIFTWOOD
WIRE ROAD @ DRIFTWOOD RD
CITY OF ZEPHYRHILLS, FL
PACO COUNTY
PH: (813) 782-0825
CONTACT: KEVIN RYMAN

Drawing Name:

SITE PLAN

Date: 07/13/21
Revised: XXX
Drawn: sks
Checked: SKS

Drawing No.
C-4.0

Building

Planning

Permits

Enforcement

Contractor Licenses

Create an Application Search Applications

Record ACCESS-2022-00166:
Access Management
Record Status: Exempt

Add to collection

WIRE ROAD AT DRIFTWOOD

Record Info | Payments | Custom Component

**To use the online payment service, please log in with your user account. **

Processing Status

Application Acceptance

Due on **08/10/2022**, assigned to **TBD**
Marked as **Content Review** on **08/09/2022** by **Paras Hatzileris**

Due on **08/30/2022**, assigned to **Stacy Y Burgess**
Marked as **Not Required** on **08/16/2022** by **Stacy Y Burgess**

Comment: less than 50 peak hour trips

Request Methodology

Review Analysis

Case Complete

FORM 901.3.A

PASCO COUNTY
ACCESS CONNECTION PERMIT APPLICATION

The following information is required from all applicants directly or indirectly accessing any collector or arterial road or as otherwise directed by the County Engineer:

Basic Information:

Step 1. Name of Project: Wire Road At Driftwood

County Assigned Project No.:

Project Location (road name/vicinity): North of CR 54 and on the east side of Wire Road.

Speed Limit: Posted 30 MPH

Step 2. Existing Property Use (size in square feet and/or the number of units, etc.):
Vacant lot

Step 3. Proposed property use, including any interim traffic generating uses such as heavy vehicles in brackets [ ] (size in square feet and the number of units):

55 Townhomes

Step 4. Provide the location of all existing and proposed connections to the property. This will include a location map and site plan of any physical features (existing and/or proposed) that will have an impact on traffic circulation and sight distance on the County road system and may include an aerial photograph. Examples of such physical features are walls, fences, trees, gates, utility poles, etc.:

1 Driveway - See Attachments

Step 5. Describe any unique traffic-safety issues with the access; i.e., sight-distance problems:

N/A

Step 6. Trip Generation Data and Total Daily Trip Generation: The *Institute of Transportation Engineers* (ITE) *Handbook*, latest edition, is acceptable as a source. Other sources may be required by and/or authorized of the County Engineer. Land excavation and mining (as defined in Appendix A) and removal of more than 30,000 cubic yards, even as an interim use, is presumed to be a separate and

distinct land use requiring separate trip generation estimates. Such land use is also presumed to generate more than ten (10) percent heavy vehicles. Heavy vehicles adversely affect traffic, because they occupy more roadway space and have poorer operating capabilities than passenger cars, particularly with regard to acceleration, deceleration, and the ability to maintain speed on upgrades. Accordingly, for trip generation purposes, if heavy vehicles are ten (10) percent or more of the trips generated by the proposed land use, the total estimated trips for heavy vehicles shall be multiplied by two (2) unless ITE heavy vehicle data or other County-approved heavy vehicle trip generation data for the land use support a different multiplier; however, in no event shall the multiplier be less than one (1). Provide trip generation from interim traffic generating uses in brackets [ ].

Source: ITE 11th Edition_____

ITE code (if used): 220

Existing maximum daily trip generation: 0 (1)

Net increase in maximum daily trip generation: 371 (2)

Total maximum daily trip generation: 371 (Add 1 & 2)

Estimated daily trips from heavy vehicles* included in the total maximum:

0 (a)

Heavy vehicle multiplier 0 (b)

Additional heavy vehicle trips (multiply a X b-1) 0 (c)

If (c) is ≥ ten (10) percent of total maximum daily trip generation, list additional heavy vehicle trips from (c) 0 (3).

Total maximum daily trip generation with heavy vehicles 371 (Add 1, 2, & 3)

If the total maximum daily trip generation from Step 6 above does not exceed the thresholds set forth in Exhibit 901.5.A, "Size of Development that Generates 100 Daily Driveway Trips," no further information is required. However, a substandard road fair-share payment pursuant to this Code, Section 901.4, as it may be amended from time-to-time, may still be required.

If the total maximum daily trip generation from Step 6 above exceeds the thresholds set forth in Exhibit 901.4.A, "Size of Development that Generates 100 Daily Driveway Trips," then Steps 7 and 8 are required to be completed. Step 7 is required prior to proceeding with "Turn Lane Warrants and Design Criteria," and Step 8 is required to address any substandard road issues.

In addition, a project shall be required to complete a TIS in accordance with this Code, Section 901.5, unless such project is exempt from TIS requirements pursuant to this Code, Section 1301. Notwithstanding the foregoing, the County Engineer may require more detailed access-management information or a more detailed access management study where the County Engineer determines (1) that the information

on the Access Connection Permit Application Form 901.3.A or in the TIS is inadequate to determine compliance with the access management regulations or (2) that the information or study is necessary to ensure the safety of the traveling public.

Additional traffic data required for projects exceeding 100 driveway trips per day unless a TIS is required pursuant to this Code, Section 1301:

Step 7. Existing counts on the public roadway (www.pascocountyfl.net. Recent data, if available on this website, may be acceptable):

a. P.M. peak

308	376		
NB	SB	EB	WB

A.M. peak

376	308		
NB	SB	EB	WB

Total daily count: 7600 AADT

Date and source of the count: FDOT, 2021, Attached

b. Using the ITE *Trip Generation Handbook* or trip rates as approved by the County, provide trip generation of the proposed site during a.m. and p.m. peak periods of the adjacent public road. Provide trip generation from interim traffic generating uses in brackets [ ].

P.M. peak hour trips: 27 VPH

A.M. peak hour trips: 22 VPH

If additional heavy vehicle trips from Step 6 are ≥ ten (10) percent of the total maximum

Daily Trip Generation: Provide additional a.m. and p.m. peak hour trips for heavy vehicles utilizing the same multiplier and formula from Step 6:

Additional heavy vehicle
p.m. peak hour trips: 0

Additional heavy vehicle
a.m. peak hour trips: 0

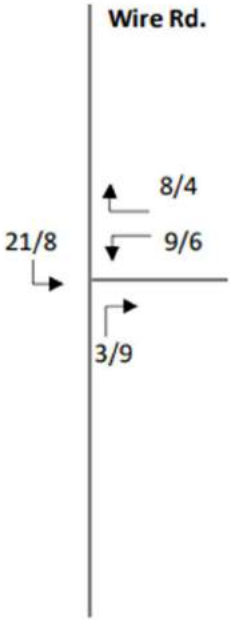
Total p.m. peak hour trips
with heavy vehicle trips: 27 VPH

Total a.m. peak hour trips
with heavy vehicle trips: 22 VPH

c. Provide a sketch illustrating the distribution of the project traffic during the a.m. and p.m. peak periods of the adjacent public road.


N


N (NTS)


Wire Rd.
8/4
21/8
9/6
3/9

Proceed with Warrants and Turn Lane Design Criteria.

Step 8. Perform a Substandard Roadway Analysis in accordance with this Code, Section 901.4.

TURN LANE WARRANTS AND DESIGN CRITERIA

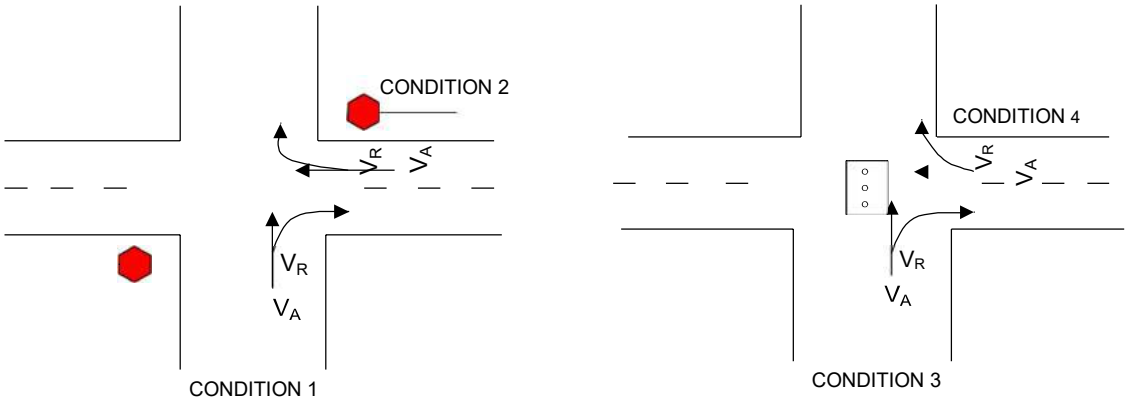
DEFINITIONS OF TERMS

Access Road	Driveways or roads connecting developments, such as shopping centers or office parks, to major roads and do not serve major road through traffic.
Vehicles Per Hour (VPH)	The design hourly volume during the peak fifteen (15) minutes of the highest peak hour expressed in terms of VPH (peak fifteen [15] minute volume times four [4]).
V_A—Approaching Volume (VPH)	Total volume approaching the intersection from the subject direction includes right and left turning and through vehicles.
V_O—Opposing Volume (VPH)	Total volume approaching the intersection from the opposite direction.
V_L—Left Turning Volume (VPH)	Volume of vehicles turning left at the subject intersection.
V_R—Right Turning Volume (VPH)	Volume of vehicles turning right at the subject intersection.
% of Left Turns in V_A	Volume of left turning vehicles divided by the approaching volume at the subject intersection.

TABLE 1

Right Turn Warrants

Unsignalized		
Condition 1	On major roads without stop control (approach).	See Graph Nos. 1A and 1B
Condition 2	Access roads or major through roads with stop control (approach).	V_R ≥150 OR There are 5 or more related accidents in 1 year.
Signalized		
Condition 3	On major roads (approach).	V_R ≥150 AND The total outside lane approach volume (VA) is at least 200 VPH (including right turn). OR There are 5 or more related accidents in 1 year.
Condition 4	On access roads approach.	V_R ≥150 OR There are 5 or more related accidents in 1 year.



NOTES:

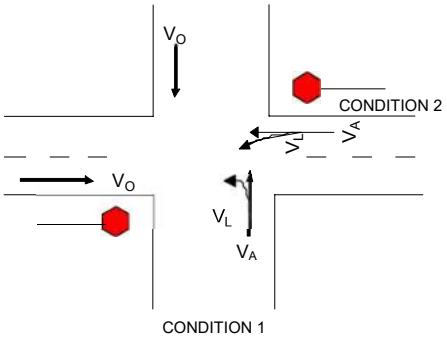
1. When public safety so requires due to site specific conditions, such as limited sight distance, high traveling speed, or the presence of a significant percentage of heavy vehicles, a turn lane may be required by the County Engineer even though the criteria in Graphs 1A and 1B are not met.

2. The provisions of the Right Turn Warrants may be modified by the County Engineer if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

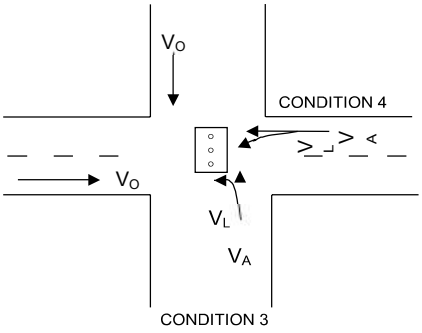
TABLE 2

Left Turn Warrants

Unsignalized		
Condition 1	On major roads without stop control (approach).	See Graph Nos. 2A through 2D
Condition 2	On access roads or through roads (approach).	$V_L \geq 100$ OR There are 4 or more related accidents in 1 year.
Signalized		
Condition 3	On major roads (approach).	$V_L \geq 100$ OR 20 percent or more of the total approach volume in the inside lane is left turn. OR There are 5 or more related accidents in 1 year.
Condition 4	On access roads or through roads approach.	$V_L \geq 100$ OR There are 5 or more related accidents in 1 year.



UNSIGNALIZED



SIGNALIZED

NOTES:

1. An exclusive left turn lane at signalized intersections or on access roads and through roads with stop control are more often needed to reduce the total delay to the approaching vehicles; therefore, use of traffic engineering software, with the approval of the County Engineer, may be used.

2. When public safety so requires due to site specific conditions, such as limited sight distance, high traveling speed, or the presence of a significant percentage of heavy vehicles, a turn lane may be required by the County Engineer even though the criteria in Graphs 2A through 2D are not met.

3. The provisions of the left turn warrants may be modified by the County Engineer if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

4. A dual left turn lane may be required by the County Engineer when the left turn volume exceeds 300 VPH.

5. At high speed (greater than forty-five [45] mph), unsignalized/signalized intersections, a separate left turn lane may be required by the County Engineer for safe operations. A high speed shall be the greater of the posted or operating speed where an operating speed study has been conducted.

TABLE 3

Right Turn Lane Length
(Deceleration and Storage)

Unsignalized		
Condition 1	On major roads without stop control and on major through roads with stop control (approach).	Deceleration Length: FDOT Index 301 Storage Length: 25 feet desirable unless there are site-specific conditions that require a longer storage length.
Condition 2	On access roads (approach).	Deceleration Length: Taper only Storage Length = $V_R/2$
Signalized		
Condition 3	On major roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = $V_R/2$
Condition 4	On access roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = $V_R/2$

NOTES:

1. In many instances, the storage length of a right turn lane at signalized intersections or access/major roads with stop control is dictated by the required storage length for left and/or through movements. Refer to the left turn section for determining the storage length for a left turn.

2. If the right turn flow is limited due to heavy volume of conflicting movements, then the storage length shall be based on the left turn storage length formula.

3. The provision of storage lengths and deceleration lengths may be modified or waived by the County Engineer if it is determined that, due to site specific constraints, the implementation will not be feasible or practical.

4. Traffic engineering software, with the approval of the County Engineer, may be used to determine the storage length for right turns.

TABLE 4

Left Turn Lane Lengths
(Deceleration and Storage)

Unsignalized		
Condition 1	On major roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = 25 X V_L/30
Condition 2	On access roads (approach).	Deceleration Length: Taper only Storage Length = 25 X V_L/30
Signalized		
Condition 3	On major roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = 2 X 25 X V_L/N
Condition 4	On access roads (approach).	Deceleration Length: FDOT Index 301 Storage Length = 2 X 25 X V_L/N

NOTES:

1. N = The number of traffic signal cycles per hour. Use thirty (30) as a default (assumes 120-second cycle length).

2. If the formula yields a storage length of less than fifty (50) feet for unsignalized intersections, then a minimum storage of fifty (50) feet shall be provided.

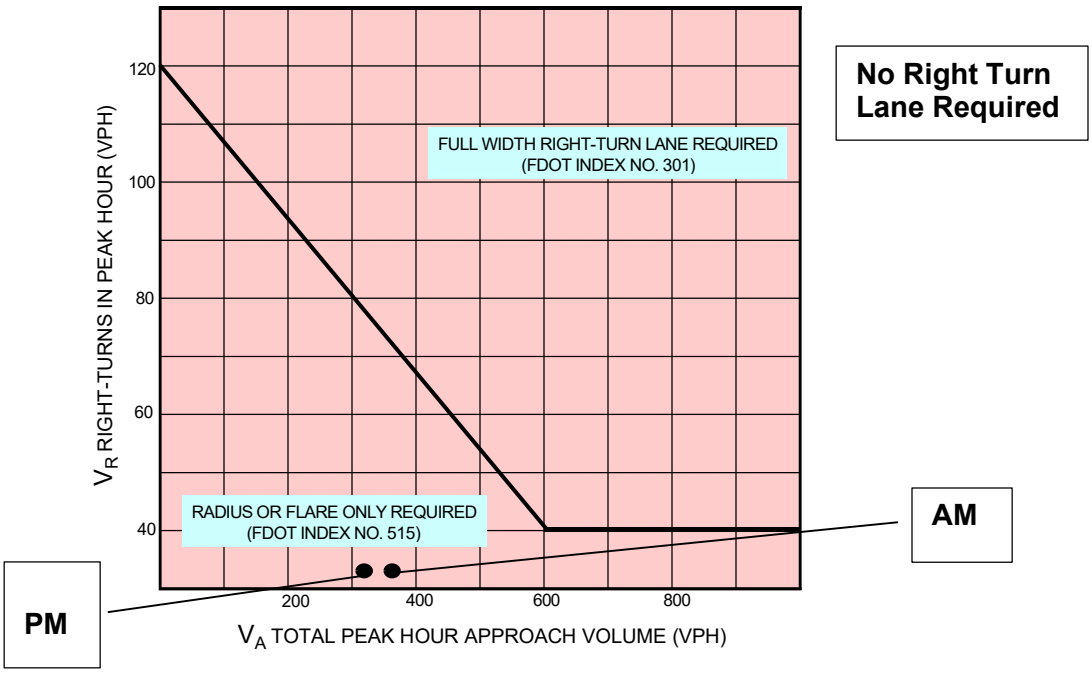
3. If the formula yields a storage length of less than 100 feet for signalized intersections, then a minimum storage of 100 feet shall be provided.

4. The provision of storage and deceleration lengths may be modified or waived by the County Engineer if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

5. In some instances at signalized intersections or on access/major roads with stop control, the storage length of the left turn is dictated by the through or right movements. Unless otherwise approved by the County Engineer, the storage length for all movements shall be calculated and the highest length shall be used. For through storage length, the same formula as the left turn can be used. Refer to right turn section for determining the storage length for right turns.

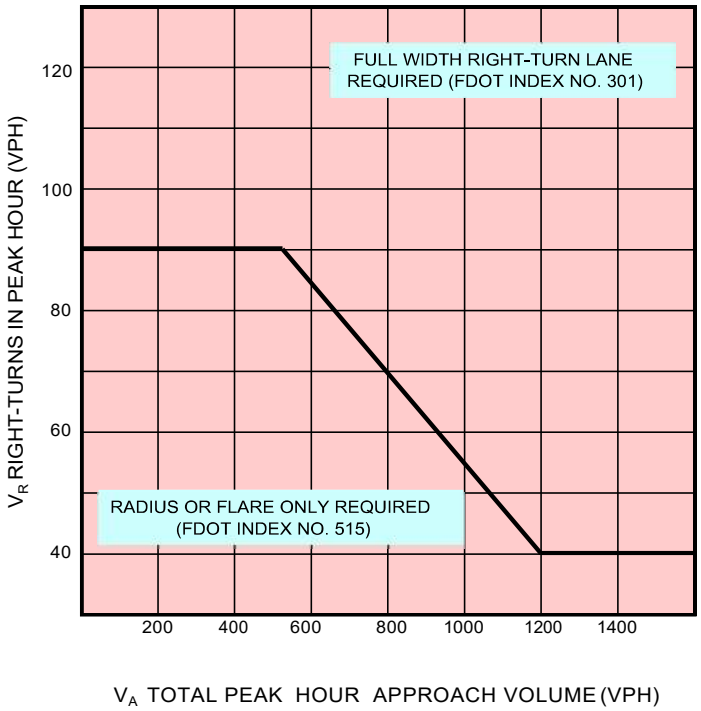
6. Traffic engineering software, with the approval of the County Engineer, may be used to determine the storage length for right turns.

GRAPH 1A. RIGHT-TURN LANE WARRANTS – TWO-LANE FACILITIES



NOTE: For posted speeds at or under forty-five (45) mph, peak hour right turns greater than forty (40) VPH, and total peak hour approach less than 300 VPH, adjust right turn volumes. Adjust peak hour right turns = peak hour right turns—twenty (20).

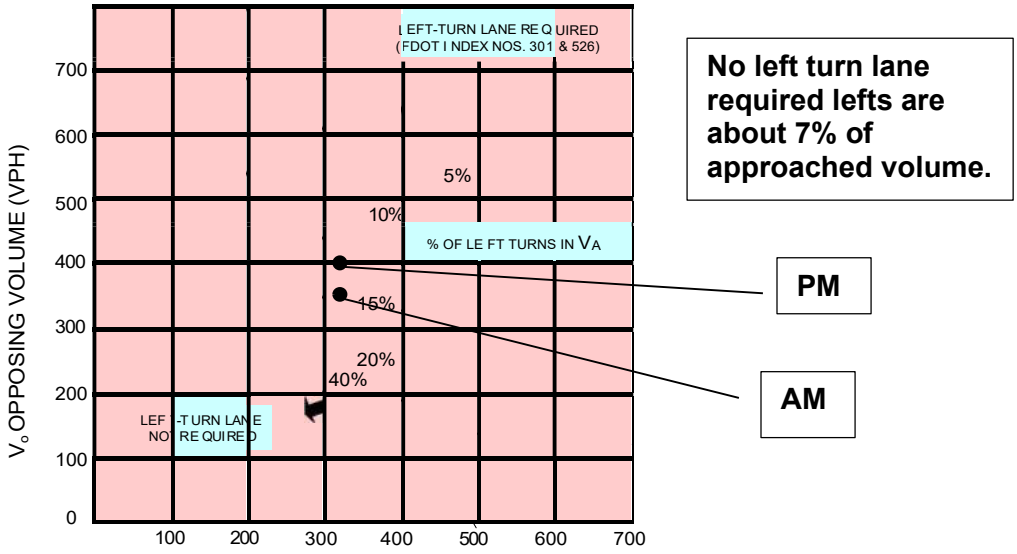
GRAPH 1B. RIGHT-TURN LANE WARRANTS
FOUR- OR SIX-LANE FACILITIES



NOTE: For application on high speed highways.

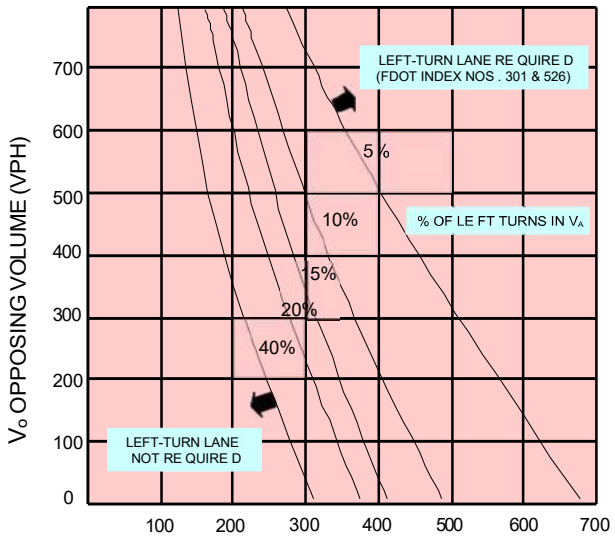
Graphs 1A & 1B Source: National Cooperative Highway Research Program, Report No. 279.

GRAPH 2A. LEFT-TURN LANE WARRANTS –
TWO-LANE FACILITIES (≤ 40 MPH)



NOTE: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

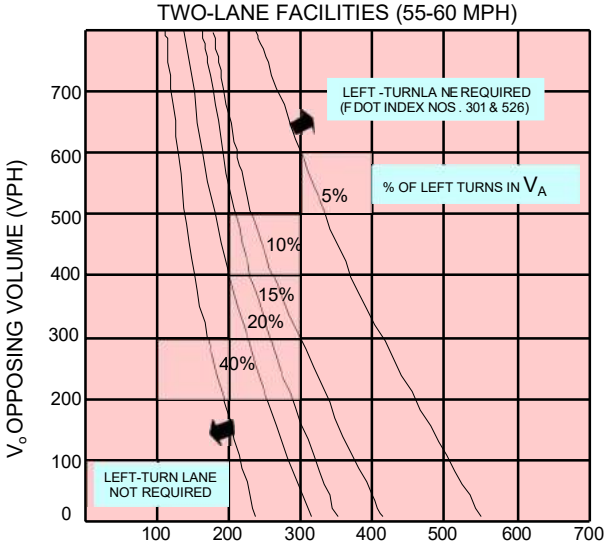
GRAPH 2B. LEFT-TURN LANE WARRANTS –
TWO-LANE FACILITIES (45-50 MPH)



NOTE: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

Graphs 2A & 2B Source: National Cooperative Highway Research Program, Report No. 279.

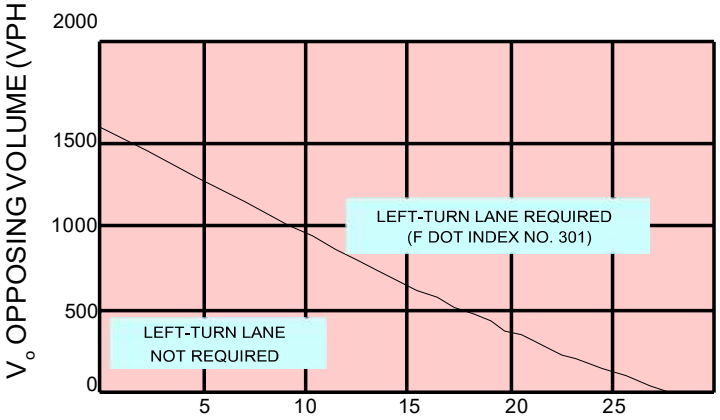
GRAPH 2C. LEFT-TURN LANE WARRANTS –
TWO-LANE FACILITIES (55-60 MPH)



V_A TOTAL PEAK HOUR APPROACH VOLUME (VPH)

NOTE: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

GRAPH 2D. LEFT-TURN LANE WARRANTS –
FOUR- AND SIX-LANE FACI LITIES



V_I LEFT TURNS IN PEAK HO UR (VPH)

NOTE: When V_O < 400 VPH, a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as left-turning traffi c exceeds 400 VPH. (V_A > 400 VPH).

Graphs 2C & 2D Source: National Cooperative Highway Research Program, Report No. 279.

SAMPLE PROBLEM NO. 1

Steps 1-6

1. Ninety-four (94) unit apartment complex. West side of Rowan Road, north of Nebraska Avenue (Main Street). Four (4) lane urban. Speed limit forty-five (45) mph.

2. Existing use—vacant.

3. Proposed use—apartments.

4. Site plan, etc., not included in sample.

5. Proposed access on Rowan Road, west side, at existing median opening, approximately 365 feet north of Indiana Avenue. No existing turn lane facilities north or southbound. No other access to this site is proposed.

6. Source: ITE, 6th Edition
   ITE Code: 220
   Existing Maximum Trip Generation: 0
   Net Increase in Maximum Trip Generation: 698
   From ITE: No. of Trips = (5.994 X 94 units) + 134.114 = 698
   Total Maximum Daily Trip Generation: 698

If the total maximum daily trip generation is greater than 100 and no TIS is required pursuant to this Code, Section 1301, proceed with Step 7.

Step 7

7. From the Pasco County Traffic Operations Division, Traffic Count File for Rowan Road (C.R. 77) (Section 820.1):

P.M. Peak	455 NB	385 SB	N/A EB	N/A WB

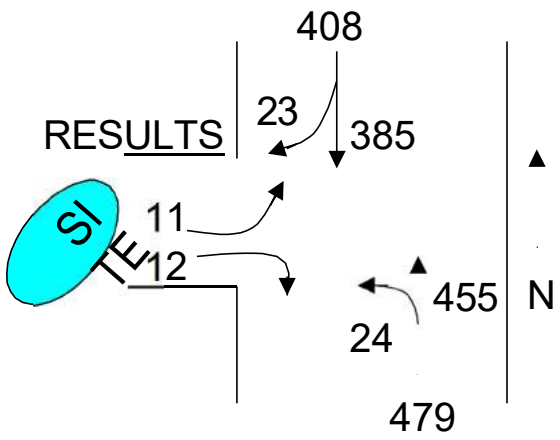
A.M. Peak Not Available

Total Daily Count: 23,624 (ADT) 10/4/01

From ITE Manual, P.M. Peak Hour Trips = (0.541 X 94 units) + 18.744 = 70 trips

A.M. Peak Hour Trips: N/A

From ITE, 67 percent (47) entering and 33 percent (23) exiting. Say 50/50 directional distribution.



Proceed to Warrants and Turn Lane Design Criteria.

Right Turn Warrants

From Table 1, Condition 1, see Graph 1B to check warrants for the southbound, right turn lane on Rowan Road.

$V_R = 23$, $V_A = 385 + 23 = 408$

From Graph 1B, a full width, right turn lane is not warranted.

Left Turn Warrants

From Table 2, Condition 1, see Graph 2D to check warrants for the northbound, left turn lane on Rowan Road.

$V_L = 24$, $V_A = 455 + 24 = 479$, $V_O = 385 + 23 = 408$

From Graph 2D, the intersection of V_O and V_L is to the right of the curve; therefore, a left turn lane is required.

Left Turn Lane Lengths

From Table 4, Condition 1, the required deceleration length is determined by FDOT Index No. 301. A total deceleration distance (L) of 185 feet is required for the forty-five (45) mph urban condition and includes the fifty (50) foot taper length.

The required storage length (queue) is calculated as follows:

Storage Length = 25 X V_L/30 = 25 X 24/30 = 20 feet

Per Note 1, the required minimum storage length is fifty (50) feet. This is in addition to the 185-foot deceleration, for a total deceleration and storage length of 235 feet.

☐ SITE DETAILS - SEE DETAIL SHEETS

1A TYPE F CURB, 5' TRANSITION (FDOT INDEX 520-001)
1B TRANSITION CURB TO VALLEY CURB, 5' TRANSITION
1C MIAMI CURB
2A 6" PARKING STALL STRIPE (WHITE)
2B AISLE STRIPING PER FDOT STD. PLANS INDEX 711-001
3A SPECIAL EMPHASIS CROSSWALK STRIPING PER FDOT STD. PLANS INDEX 711-001
10A PROPOSED TOWNHOME BUILDING PAD
12A MAIL KIOSK (RE: ARCH PLANS)
13A BARRICADE WITH REFLECTORS PER INDEX R-19
15A ACCESSIBLE PARKING SIGN IN BOLLARD (TYP). HANDICAP SIGN IN ACCORDANCE WITH FDOT DESIGN STANDARD PLANS 700-102, FTP 20-06. REFER TO SITE DETAILS
15B CONCRETE WHEELSTOP
16A ACCESSIBLE PARKING SYMBOL (ALL HANDICAP PARKING SPACES SHALL BE SIGNED AND MARKED IN ACCORDANCE WITH FDOT STANDARDS PLANS INDEX 711-001. REFER TO SITE DETAILS
16B TRAFFIC FLOW ARROW (TYP.) (SEE FDOT DETAIL ON SHEET C-5.0)
17A 24" STOP BAR (TYP.) PER FDOT STANDARDS
17B STOP SIGN, 30" R1-1 PER MUTCD STANDARDS
18A CURB RAMP TYPE CR-E PER FDOT STANDARD PLANS INDEX 522-002
20A SITE LIGHT POLE. SEE PHOTOMETRIC PLANS. REFER TO DETAILS FOR LIGHT POLE BASE, FIXTURE TYPE, AND MOUNTING DETAILS.

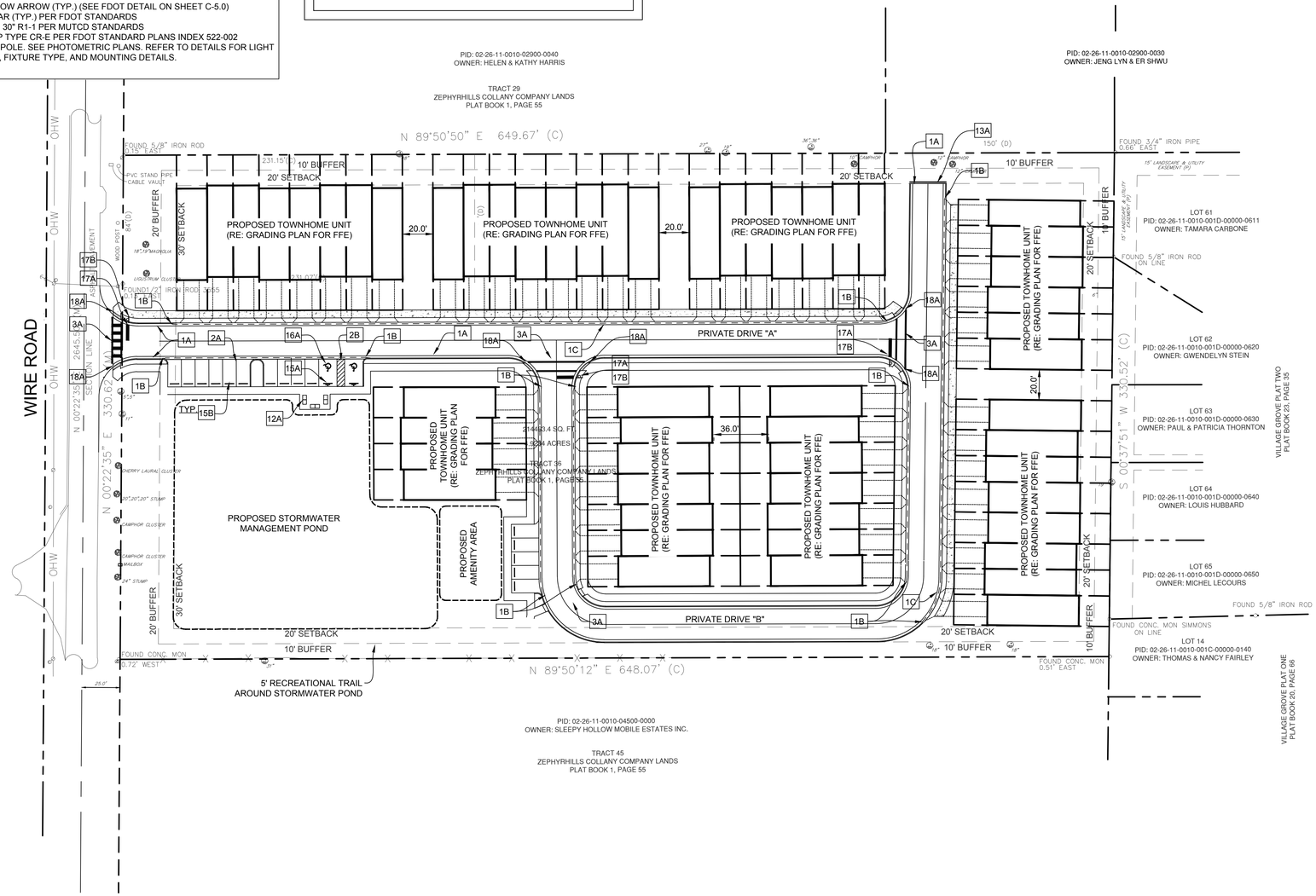
LEGEND

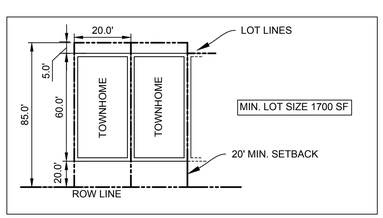
PROPOSED	DESCRIPTION
	PROPERTY LINE
	CENTERLINE OF ROAD
	CONCRETE SIDEWALK
	30' CONSERVATION SETBACK

NOTE: SIDEWALK AND DRIVEWAY LOCATION IN FRONT OF PROPOSED TOWNHOMES SUBJECT TO CHANGE DEPENDING ON PROPOSED FLOORPLAN AND DRIVEWAY LAYOUT.

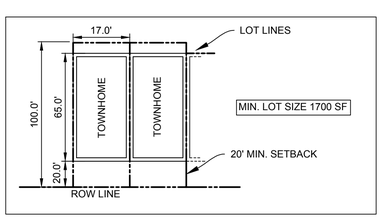
NOTE: ALL REFUSE SERVICE TO BE CURB SIDE PICKUP.

SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST
PASCO COUNTY, FLORIDA





MIN. LOT SIZE EXHIBIT (20' WIDE UNITS)



MIN. LOT SIZE EXHIBIT (17' WIDE UNITS)



LOCATION MAP

PROJECT DATA

TOTAL PROJECT ACREAGE: +/- 4.92 ACRES/DEVELOPABLE AREA
BUILDING BREAKDOWN:
TOTAL UNITS: 55 (63,180 SF)
20'X60' UNITS: 26 (33,600 SF)
17'X60' UNITS: 29 (29,580 SF)
MAX. DENSITY: 20 DU/AC = 99

EXISTING JURISDICTION: PASCO COUNTY
PROPOSED JURISDICTION: CITY OF ZEPHYRHILLS

EXISTING USE: VACANT LAND/NO EXISTING STRUCTURES
EXISTING ZONING/FLU: AR/RES-6 (COUNTY)
PROPOSED ZONING: R-4 (CITY)
ABUTTING:
NORTH: AR
EAST: PUD - PLANNED UNIT DEVELOPMENT
WEST: M1 - MOBILE HOME SUBDIVISION
SOUTH: M3 - RECREATIONAL VEHICLE PARK

PROPOSED USE: TOWNHOME / RESIDENTIAL
BUILDING HEIGHT:
ALLOWED:
PROPOSED:
MAX. ALLOWABLE F.A.R. = XX%
PROPOSED F.A.R. = 0.295

SETBACKS:

REQUIRED:	PROVIDED:
F - 30'	F - 30'
S - 20'	S - 20'
S - 20'	S - 20'
R - 20'	R - 20'

REQUIRED LANDSCAPED OPEN SPACE: 30%
PROPOSED LANDSCAPE OPEN SPACE: 30%

REQUIRED/PROVIDED BUFFERS:
FRONT: 20'/20'
SIDES: 10'/10'
REAR: 10'/10'

PARKING REQUIREMENTS FOR PROPOSED USE:
REQUIRED:
2 SPACES PER UNIT = 55 UNITS X 2 = 110
1 VISITOR SPACE PER 4 TOWNHOMES = 55 UNITS X 0.25 = 14

PARKING SPACES PROVIDED:
UNIT PARKING = 110 (ONE GARAGE PARKING SPACE, ONE DRIVEWAY)
VISITOR PARKING = 14 SPACES

GENERAL SITE NOTES

A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
B. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE 6" INTEGRAL CURBING. CURB AND GUTTER NEXT TO ASPHALT SHALL BE TYPE 'D' CURB AND GUTTER.
C. DEMOLITION OF EXISTING PAVEMENT AND UTILITIES IS A PART OF THIS CONSTRUCTION PACKAGE. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS AND STEPS TO INSURE THAT ALL ADJOINING PROPERTIES ARE PROTECTED FROM DAMAGE AND TO INSURE THAT ALL ADJOINING PROPERTIES RETAIN ALL UTILITY SERVICES DURING THE DURATION OF THE CONSTRUCTION.
D. IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH THE ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING DOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
E. CONTRACTOR TO PROTECT ALL EXISTING LANDSCAPE NOTED TO BE SAVED.
F. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
G. THE PROPOSED ON-SITE STORMWATER POND WILL SERVE THE ENTIRE DEVELOPMENT PROPERTY.
H. THE LOCATION OF THE CONSTRUCTION FENCE ON THE DRAWINGS IS FOR GRAPHICAL REPRESENTATION ONLY. THE CONTRACTOR IS TO ENSURE THAT THE CONSTRUCTION FENCE ENCOMPASSES THE ENTIRE WORK AREA.
I. ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE TO FACE OF CURB, OUTSIDE FACE OF BUILDING (BLOCK), OR CENTERLINE OF PARKING BAY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS OF ALL ENTRY/EXIT PORCHES AND PRECISE BUILDING DIMENSIONS.
J. UNLESS OTHERWISE NOTED, ON-SITE PAVEMENT SHALL BE STANDARD DUTY ASPHALT.
K. ALL HANDICAP SPACES ARE TO RECEIVE A HANDICAP SIGN AND SYMBOL PAINTED ON THE ASPHALT. STALL(S) ADJACENT TO THE FIVE (5') FOOT STRIPED AISLES ARE TO RECEIVE A "VAN ACCESSIBLE" SIGN IN ADDITION TO THE ABOVE. STRIPING TO BE BLUE.
L. STOP SIGNS SHALL MEET THE CRITERIA OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
M. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL BUILDING PLANS AND SPECIFICATIONS.
N. THE GENERAL CONTRACTOR IS TO COORDINATE WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION, ADJUSTMENT, OR RELOCATION OF EXISTING UTILITIES AS DESIGNATED ON THE PLANS.
O. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING DAMAGE TO ANY EXISTING ITEM DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS. THE CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION START.

Issued:		Date:
A	ISSUED FOR PERMITS	xx-xx-xx
B		
C		
D		

Revisions:		Date:
1		xx-xx-xx
2		
3		
4		
5		
6		

N

0' 40 80 120
SCALE: 1" = 40

Scott K. Stannard, P.E.

FL P.E. No. 50565 SEAL

This item has been digitally signed and sealed by Scott K. Stannard, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Site Engineering • Landscape Architects
Commercial Site Solutions, Inc.
FL C.O.A Number: 27575
21764 State Road 54
Lutz, FL 33549
(813) 885-2032
www.css-eng.com

Client Name:

ACME Development Company
P.O. BOX 1209
CRYSTAL SPRINGS, FL 22524
PH: (813) 782-0825 (OFFICE)
CONTACT: KEVIN RYMAN

Project Name & Location:

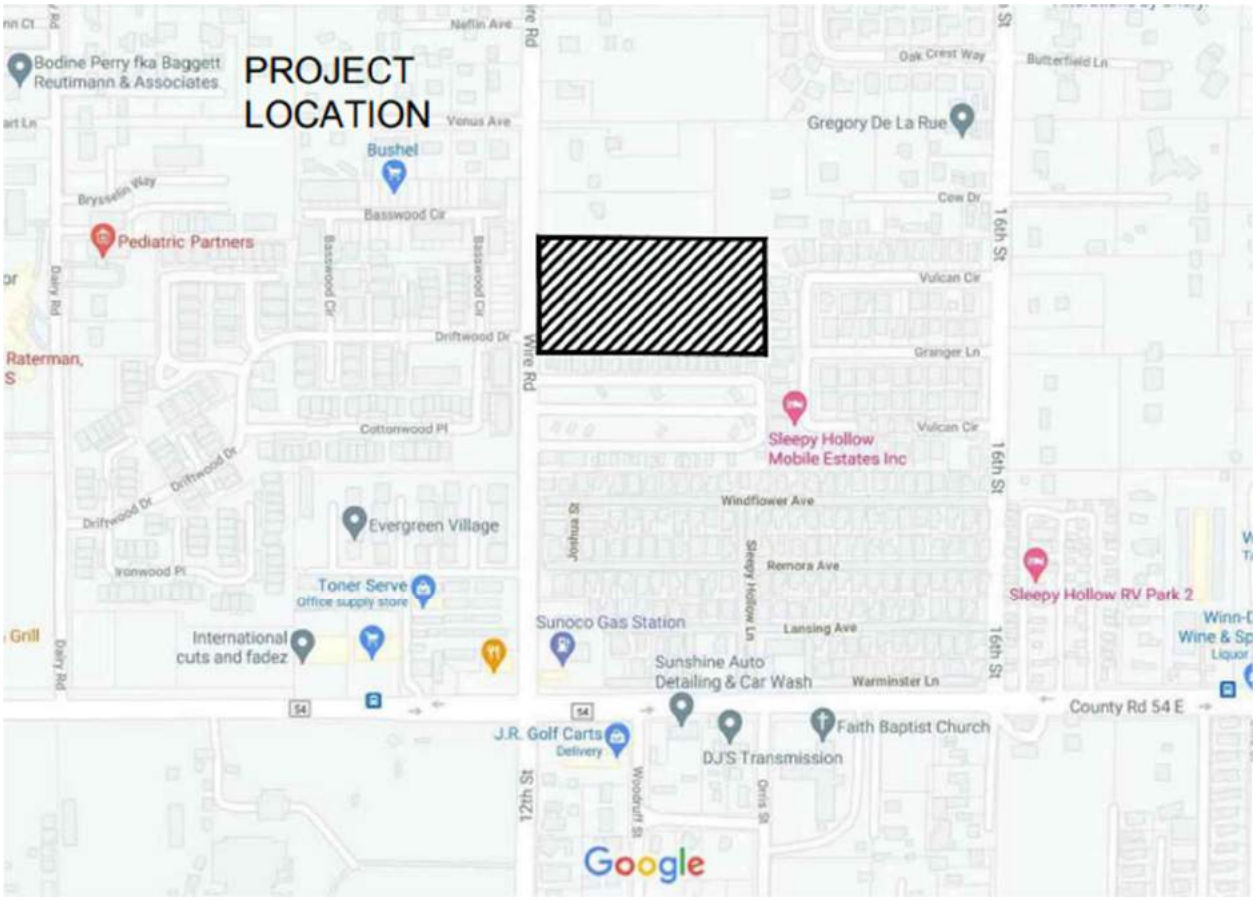
WIRE ROAD AT DRIFTWOOD
WIRE ROAD @ DRIFTWOOD RD
CITY OF ZEPHYRHILLS, FL
PACO COUNTY
PH: (813) 782-0825
CONTACT: KEVIN RYMAN

Drawing Name:

SITE PLAN

Date: 07/13/21
Revised: XXX
Drawn: sks
Checked: SKS

Drawing No.
C-4.0



Location Map

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

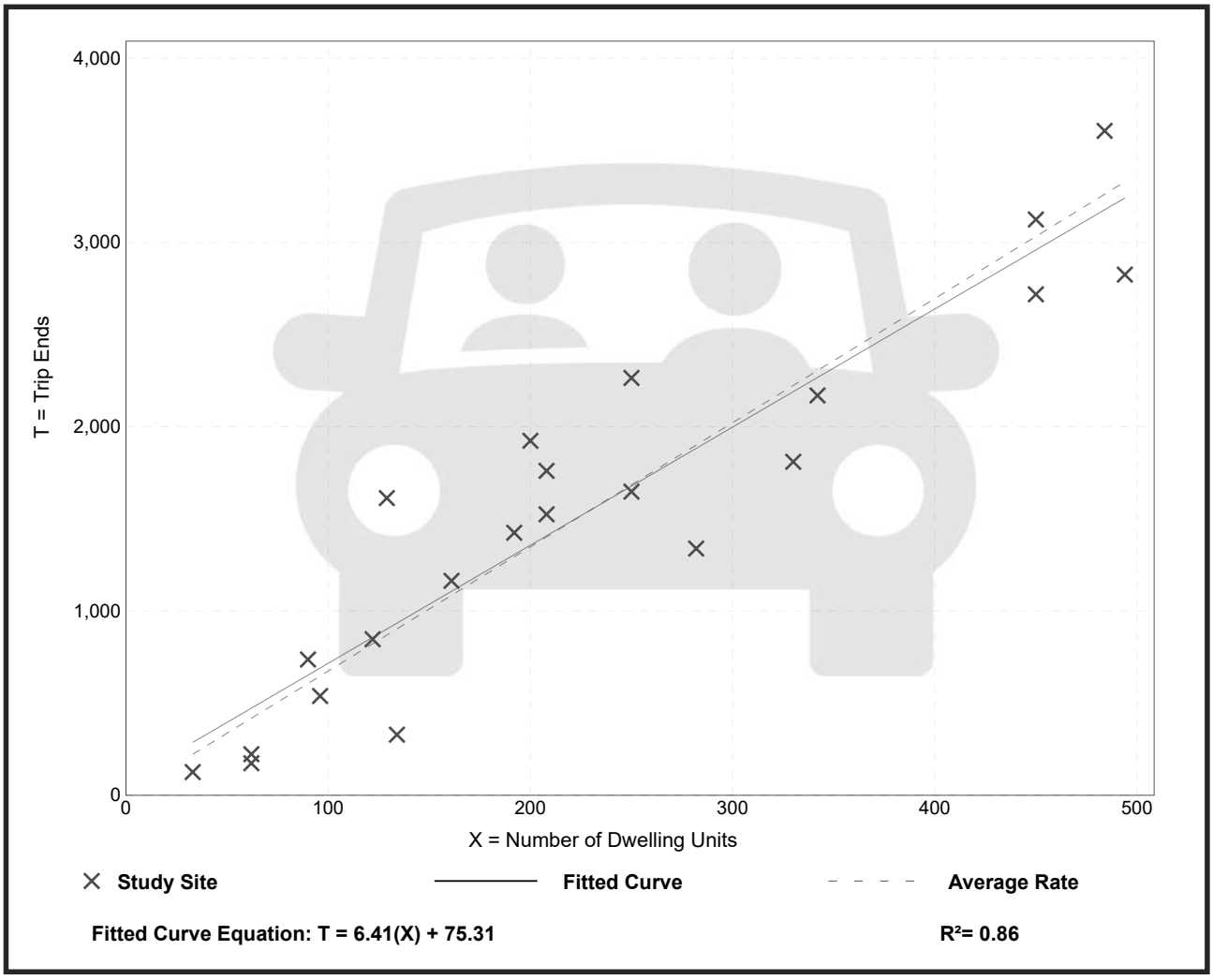
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



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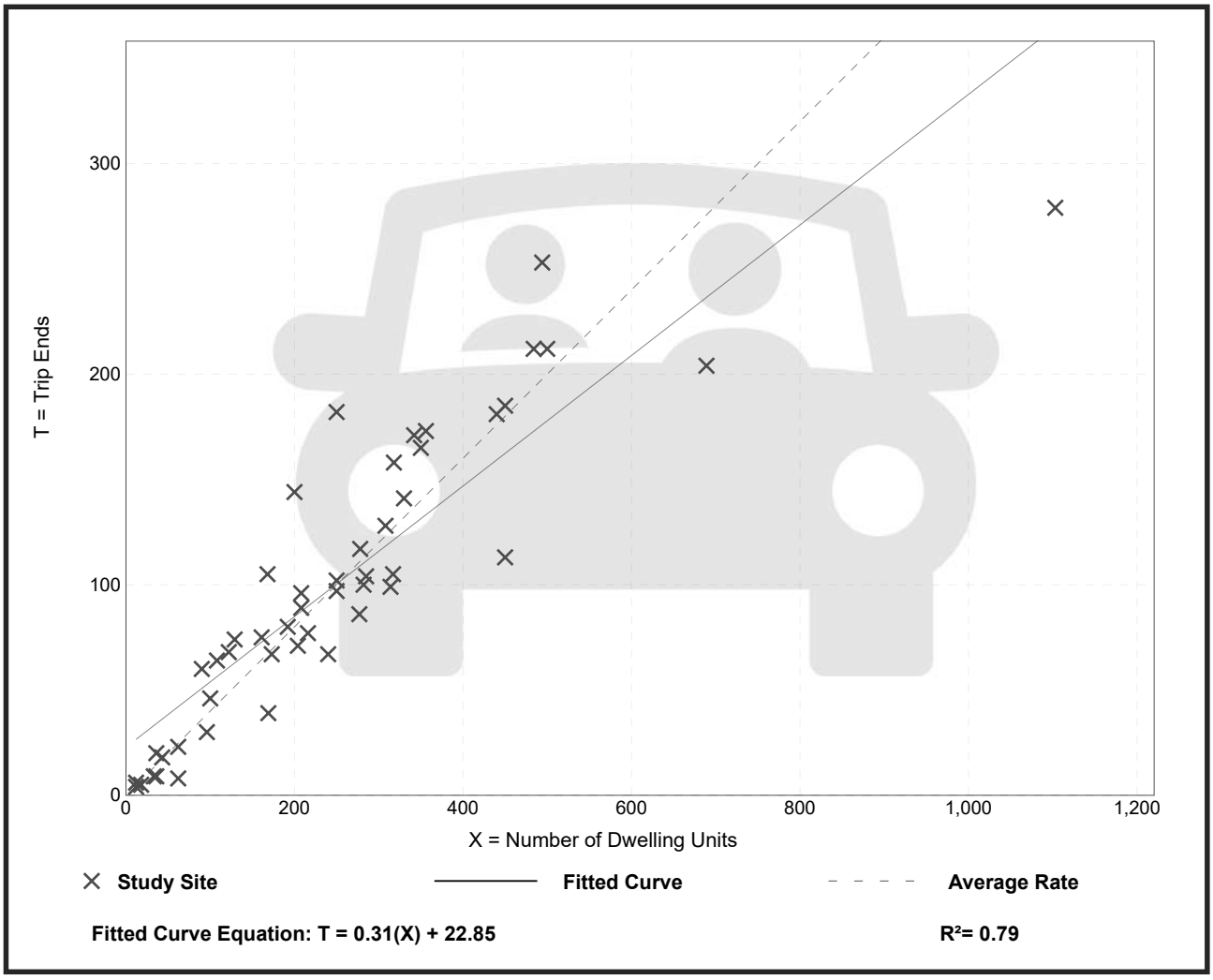
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



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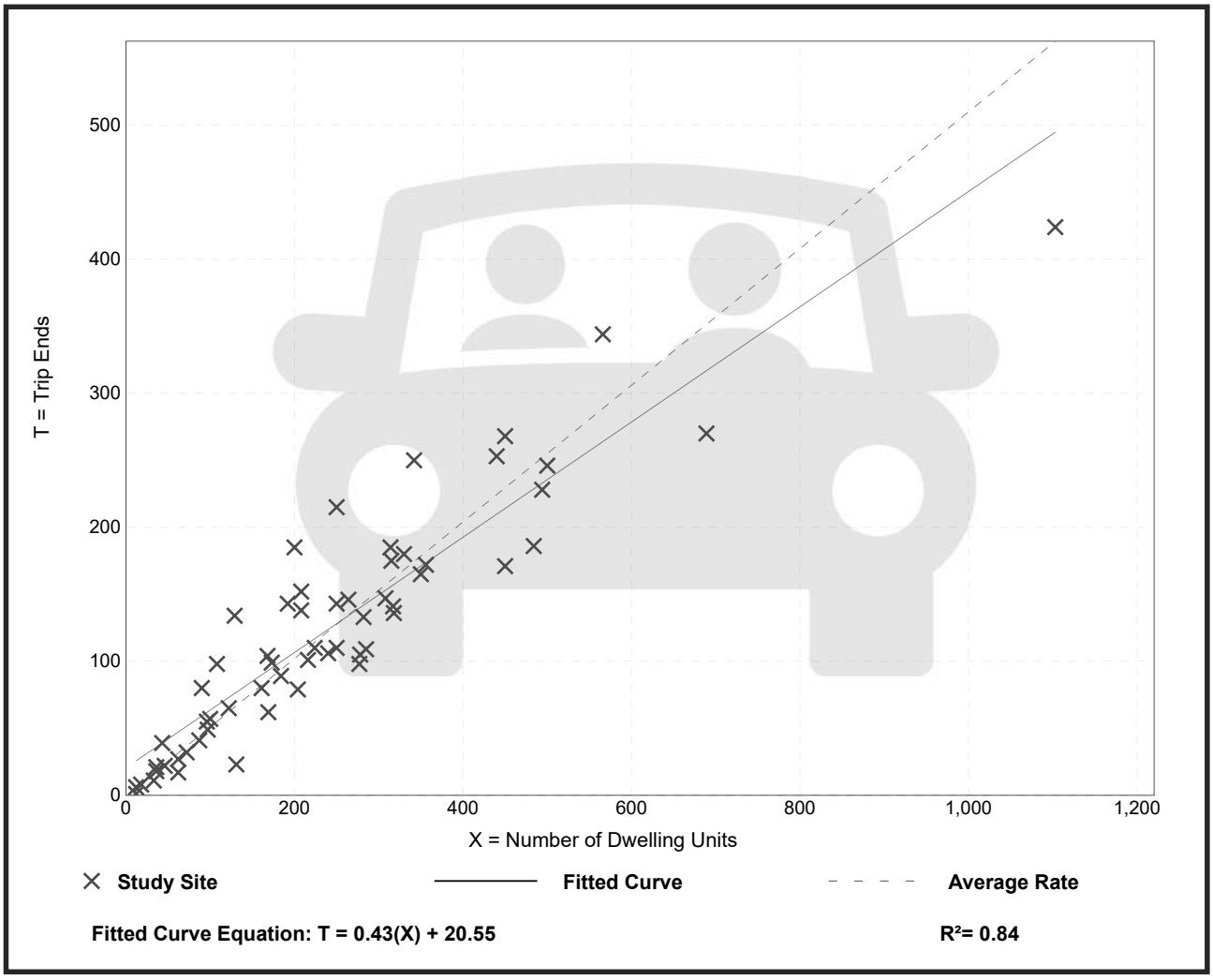
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



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COUNTY: 14 PASCO

SITE	SITE TYPE	DESCRIPTION	DIRECTION 1		DIRECTION 2		AADT TWO-WAY	"K" FCTR	"D" FCTR	"T" FCTR
6034		MASSACHUSETTS AVE, EAST OF GRAND BLVD (HPMS)	E 3000E		W 3100E		6100 S	9.0	55.4F	3.7P
6035		OLD LAKELAND HIGHWAY, SOUTH OF CLINTON AVE (HPMS	N 4200E		S 4200E		8400 S	9.5	55.4F	20.8P
6038		CLINTON AVE, WEST OF US 301 (HPMS)	E 7800E		W 7700E		15500 S	9.0	55.4F	7.2P
6040		E/O AUTUMN PALM GROVE DR, EAST OF CANAL (HPMS)	E 350E		W 300E		650 S	9.0	55.4F	3.8P
6041		SAM ALLEN, NORTH OF TUCKER RD (HPMS)	N 1100E		S 1200E		2300 S	9.0	55.4F	7.0P
6045		FORT KING ROAD/DAUGHTERY RD, WEST OF FORT KING R	N 3400E		S 3700E		7100 S	9.0	55.4F	4.2P
6046		OTIS ALLEN RD, EAST OF WIRE ROAD (HPMS)	E 1700E		W 1800E		3500 S	9.0	55.4F	5.7P
6047		CR 54, EAST OF US 301 (HPMS)	E 5700E		W 5900E		11600 S	9.0	55.4F	8.1P
6051		FORT KING RD NORTH OF EILAND BLVD (CR 54) (HPMS)	N 5400E		S 6200E		11600 S	9.0	55.4F	3.8P
6052		FORT KING RD, NORTH OF BOZEMAN RD (HPMS)	N 2500E		S 2600E		5100 S	9.0	55.4F	4.7P
6053		COUNTY LINE RD, EAST OF BRUCE B DOWNS/CR 581 (HP	E 7200E		W 7500E		14700 S	9.0	55.4F	1.9P
9001		JOHNSTON ROAD, E OF BELLAMY BROTHERS BLVD	E 250E		W 250E		500 S	9.5	55.4F	5.1F
9002		WIRE ROAD, N OF CR 54	N 3900E		S 3700E		7600 S	9.0	55.4F	5.1F
9003		SCHARBER RD, N OF DARBY RD	N 350E		S 400E		750 S	9.5	55.4F	5.1F
9004		JASMINE BLVD, E OF SCENIC DRIVE	E 1300E		W 400E		1700 S	9.0	55.4F	5.1F
9005		LIVINGSTON RD, N OF E COUNTY LINE RD	N 3600E		S 3200E		6800 S	9.0	55.4F	5.1F

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED
"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011
AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; R= FOURTH YEAR EST; V= FIFTH YEAR EST; 6= SIXTH YEAR EST; X= UNKNOWN
"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

City Council Meeting
October 24, 2022

Action Item

BUSINESS ITEMS/PUBLIC HEARING 3.3

Zephyr Storage LLC on US-301 South of Daughtery Road
First Reading **ORDINANCE NO. 1445-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Ordinance No. 1445-22 on the Second Reading

Issue:

Petition for Annexation, Small scale future land use map amendment and rezoning.

Background:

The subject property is located on the west side of Gall BLvd and south of Daughtery Rd and is an existing enclave. The property is planned for an indoor storage facility and the proposed height is being processed as a conditional use. The petition / use of the property is consistent with the development trends in the area, will generate taxes and will require very limited City services. The petition is also consistent with the City's Comprehensive Plan & Land Development Code.

Attachment(s):

1. Ordinance 1445-22 Zephyr Storage Annexation
2. Zephyr Storage MAP

Fiscal Impact:

Yes, Annexing into the CIty will result in CIty taxes from the proposed indoor storage facility planned with minimum services required.

Staff Recommendation:

Staff and the Planning Commission recommended approval of the petition for: Annexation, Future Land Use Map Amendment to CIty MU (Mixed Use) & Zoning to City C2 (Community Commercial)

ORDINANCE NO. 1445-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.

WHEREAS, the City is authorized by Chapter 171, Florida Statutes, to annex contiguous and infill area, and to extend the City limits upon receipt of written consent of the land owner, together with the approval of the City Council after public notice and public hearing; and

WHEREAS, Zephyrhills Storage, LLC, as owner of the lands described in Section 2 below consented to annexation by the City of Zephyrhills of said lands described in Section 2 below; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold public hearing on the 16 day of August, 2022 to consider the proposed annexation; and

WHEREAS, due public notice of hearing on the proposed annexation was given by the City Council on September 29, 2022 and October 13, 2022, as required by the Zephyrhills Land Development Code, as amended, and Chapter 171, Florida Statutes; and

WHEREAS, the City Council has reviewed and evaluated the applications submitted, and has determined that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. The Whereas clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. The following lands, lying and being situated in Pasco County, Florida to-wit:

Parcel/Tax ID No.: 03-26-21-0010-00100-0020

Physical Address: 6923 and 6927 Gall Boulevard; 37840 Daughtery Road

Legal Description:
THE SOUTH 100 FEET OF TRACT 1 AND THE WEST 30 FEET OF THE NORTH 221.60 FEET OF TRACT 1, AND THE WEST 400 FEET OF TRACT 16 LESS THE SOUTH 130 FEET THEREOF; LESS THAT PORTION WITHIN 25 FEET OF THE NORTHERLY SECTION LINE OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND LESS THE RIGHT OF WAY OF/FOR US HIGHWAY 301/GALL BOULEVARD, IN ZEPHYRHILLS COLONY COMPANY SUBDIVISION AS PER PLAT BOOK 2, PAGE 6, SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA.

Acreage: 3.40 Acres (MOL)

the same are hereby annexed to and included within the boundaries of the City of Zephyrhills, a Florida municipal corporation.

Section 3. Said lands are contiguous with the present city limits of the City of Zephyrhills. That said lands are now incorporated and lie within the same County as said City. That the owners of said lands contained in said area to be annexed have given written consent to have such area annexed.

Section 4. The City of Zephyrhills, Florida, is authorized by the legislature of the State of Florida, pursuant to Section 171.044, F.S, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous and infill area and to extend the City limits or territorial boundaries upon receipt of written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

Section 5. This Ordinance shall become effective upon passage on the second reading and signing by the mayor.

The foregoing Ordinance No. 1445-22 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of October, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1445-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of October, 2022.

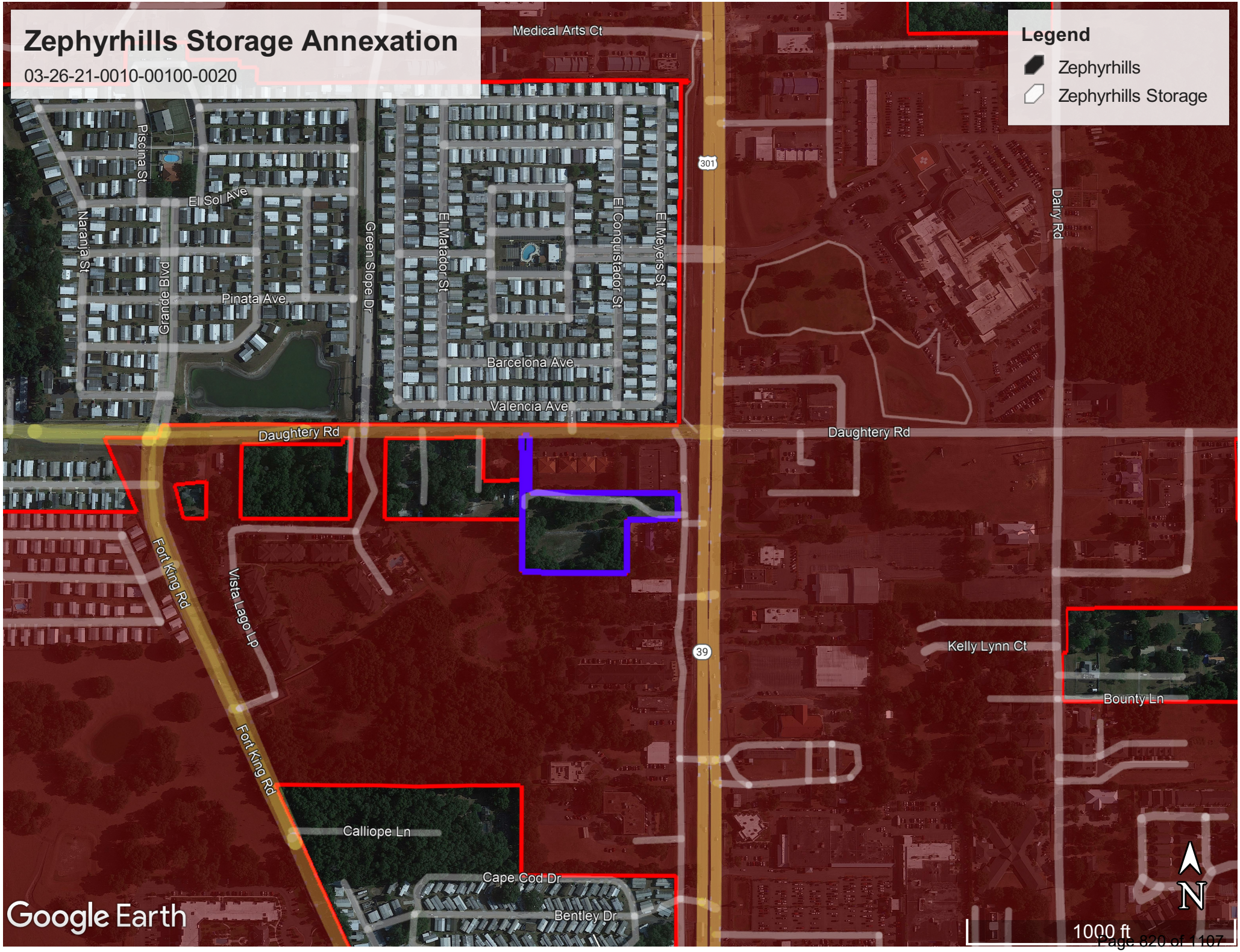
Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1445-22 was approved by me this 24th day of October, 2022.

_____
Gene Whitfield, Mayor

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

_____
Matthew E. Maggard, City Attorney


Zephyrhills Storage Annexation
03-26-21-0010-00100-0020
Legend
Zephyrhills
Zephyrhills Storage
Medical Arts Ct
Piscina St
El Sol Ave
Naranja St
Grande Blvd
Pinata Ave
Green Slope Dr
El Matador St
El Conquistador St
El Meyers St
Barcelona Ave
Valencia Ave
301
Dairy Rd
Daughtery Rd
Daughtery Rd
Fort King Rd
Vista Lago Lp
Fort King Rd
39
Kelly Lynn Ct
Bounty Ln
Calliope Ln
Cape Cod Dr
Bentley Dr
Google Earth
N
1000 ft

City Council Meeting
October 24, 2022

Action Item

BUSINESS ITEMS/PUBLIC HEARING 3.4

Zephyr Storage LLC on US-301 South of Daughtery Road
First Reading **ORDINANCE NO. 1446-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY ROR (RETAIL/OFFICE/RESIDENTIAL) TO CITY MU (MIXED USE); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM COUNTY C2 TO CITY C2 (COMMUNITY COMMERCIAL), FOR PARCEL 03-26-21-0010-00100-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Ordinance No. 1446-22 on the Second Reading

Issue:
Petition for Annexation, Small scale future land use map amendment and rezoning.

Background:
The subject property is located on the west side of Gall Blvd. and south of Daughtery Rd. and is an existing enclave. The property is planned for an indoor storage facility and with the proposed height is being processed as a conditional use. The petition / use of the property is consistent with the development trends in the area, will generate taxes and will require very limited City services. The petition is also consistent with the City's Comprehensive Plan & Land Development Code.

Attachment(s):
1. 17935073v1 - Ordinance 1446-22 Zephyr Storage FLU RZ
2. Zephyr Storage MAP

Fiscal Impact:
Yes, Annexing into the City will result in City taxes from the proposed indoor storage facility planned with minimum services required.

Staff Recommendation:
Staff and the Planning Commission recommend approval of the petition for Annexation, Future Land Use Amendment to City MU (Mixed Use) & Zoning to City 2 (Community Commercial).

ORDINANCE NO. 1446-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY ROR (RETAIL/OFFICE/RESIDENTIAL) TO CITY MU (MIXED USE); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM COUNTY C2 TO CITY C2 (COMMUNITY COMMERCIAL), FOR PARCEL 03-26-21-0010-00100-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's Comprehensive Plan upon written consent of the land owners, together with the approval of the City Council for said Future Land Use Map amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapters 163 and 166, Florida Statutes, to rezone property within the City Limits upon receipt of written consent of the land owner, together with the approval of the City Council for said rezoning duly expressed by Ordinance; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold public hearing on the 16th day of August, 2022 to consider the Future Land Use Map Amendment and Rezoning; and

WHEREAS, due public notice of the hearing on the proposed Future Land Use Map Amendment and Rezoning was given by the City Council for October 13, 2022, as required by the Zephyrhills Land Development Code, as amended, and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the Future Land Use Map Amendment meets the criteria of a small scale map amendment pursuant to Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City has determined that the MU (Mixed Use) Future Land Use classification would be appropriate and consistent with the City's Comprehensive Plan; and

WHEREAS, the City Council has determined that the C2 (Community Commercial) Zoning designation would be appropriate, would be consistent with the MU Future Land Use classification, and would promote the general welfare and encourage proper development within the city.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. The Whereas clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. The following lands, lying and being situated in Pasco County, Florida to-wit:

Parcel/Tax ID No.: 03-26-21-0010-00100-0020

Physical Address: 6923 and 6927 Gall Boulevard; 37840 Daughtery Road

Legal Description:
THE SOUTH 100 FEET OF TRACT 1 AND THE WEST 30 FEET OF THE NORTH 221.60 FEET OF TRACT 1, AND THE WEST 400 FEET OF TRACT 16 LESS THE SOUTH 130 FEET THEREOF; LESS THAT PORTION WITHIN 25 FEET OF THE NORTHERLY SECTION LINE OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND LESS THE RIGHT OF WAY OF/FOR US HIGHWAY 301/GALL BOULEVARD, IN ZEPHYRHILLS COLONY COMPANY SUBDIVISION AS PER PLAT BOOK 2, PAGE 6, SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA.

Acreage: 3.40 Acres (MOL)

the Future Land Use classification is hereby amended to City MU (Mixed Use) and the Zoning designation is hereby changed to City C2 (Community Commercial) and included within the boundaries of the City of Zephyrhills, Florida.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Section 5. This Ordinance shall become effective thirty-one (31) days after the adoption if no challenge is filed, as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1446-22 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of October, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1446-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of October, 2022.

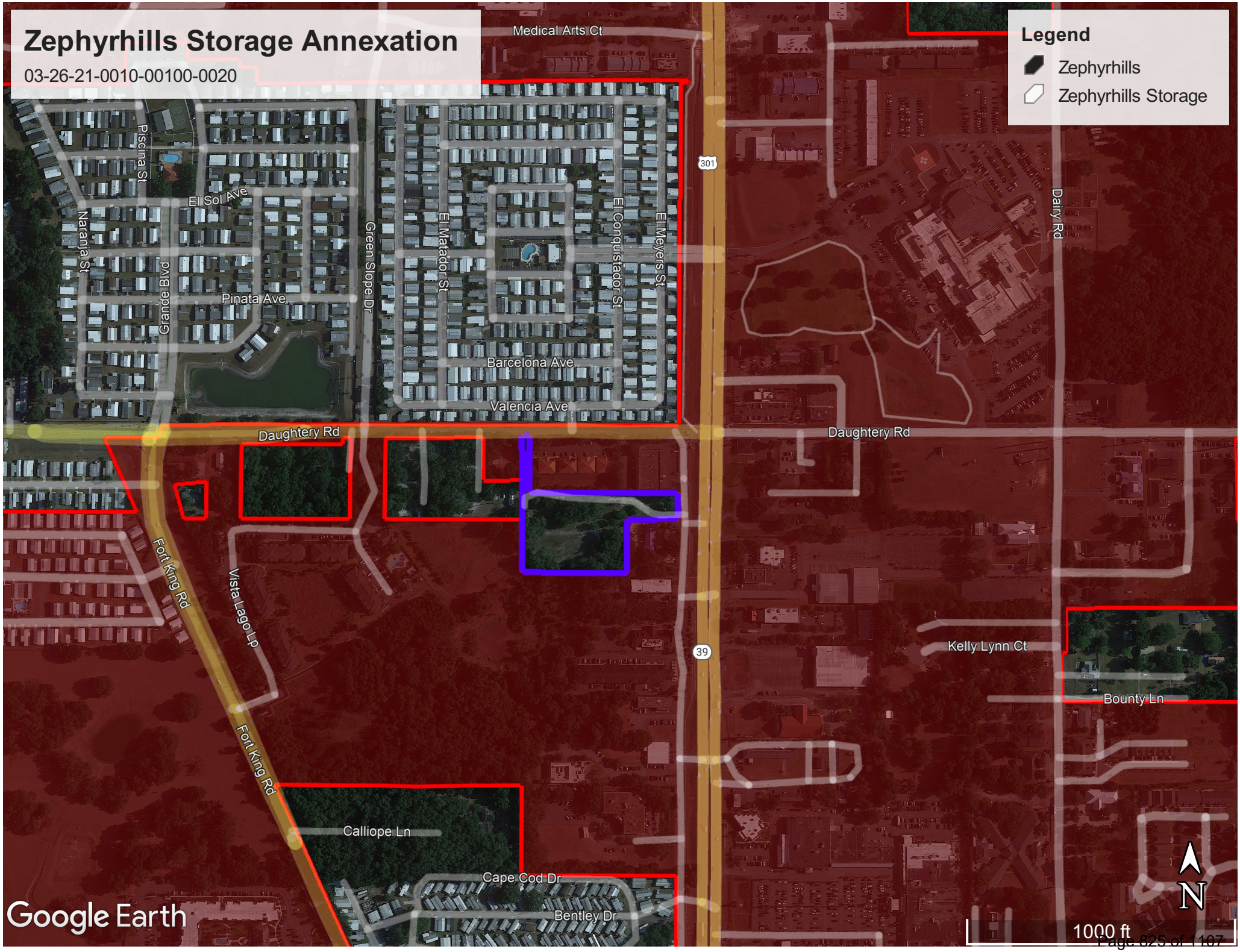
Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1446-22 was approved by me this 24th day of October, 2022.

_____
Gene Whitfield, Mayor

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

_____
Matthew E. Maggard, City Attorney


Zephyrhills Storage Annexation
03-26-21-0010-00100-0020
Legend
Zephyrhills
Zephyrhills Storage
Medical Arts Ct
Piscina St
El Sol Ave
Naranja St
Grande Blvd
Pinata Ave
Green Slope Dr
El Matador St
El Conquistador St
El Meyers St
Barcelona Ave
Valencia Ave
301
Dairy Rd
Daughtery Rd
Daughtery Rd
Fort King Rd
Vista Lago Lp
Fort King Rd
39
Kelly Lynn Ct
Bounty Ln
Calliope Ln
Cape Cod Dr
Bentley Dr
Google Earth
N
1000 ft

City Council Meeting
October 24, 2022

Action Item

BUSINESS ITEMS/PUBLIC HEARING 3.5

Eiland Blvd. Mixed Use PUD - Annexation
First Reading **ORDINANCE NO. 1447-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, A MUNICIPAL CORPORATION, ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCELS 03-26-21-0010-05100-0000 AND 03-26-21-0010-06100-0000; IN ACCORDANCE WITH SECTION 171.44, FLORIDA STATUTES, AS AMENDED."**

A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Ordinance No. 1447-22 on the First Reading

Issue:

Annexation, Future Land Use Map Amendment and Rezoning applications concerning approximately 29.38 acres generally located on the north side of Eiland Boulevard, east of Fort King Road.

Background:

Simultaneous review of the following applications submitted by Gulf Coast Construction concerning +/-30 acres of real property, generally located on the north side of Eiland Bouldevard, east of Fort King Road:
1. Annexation of +/-11.75 Acres into the municipal boundaries of the City of Zephyrhills - *Parcels 03-26-21-0010-05100-0000 & 03-26-21-0010-06100-0000;*
2. Small-Scale Future Land Use Map Amendment (FLUMA), changing the FLU classification of 21.92 Acres from County RES-6, RES-9 and City RU to City MU; and
3. Application to rezone, changing the zoning designations of the Subject Property from County AR, County AC, City R4 and City C2 to City PUD.

Attachment(s):

1. Ordinance 1447-22 Eiland Mixed Use PUD Annexation
2. EXHIBIT A_1447
3. Exhibit B - Eiland Mixed Use PUD Annexation, FLU and Rezoning
4. Exhibit C - Eiland Mixed Use PUD Annexation, FLU and Rezoning
5. Staff Report_Eiland_PC09.20.22
6. Map Series_Eiland MU
7. F.S. 163 Analysis (1) (1)
8. Premature Development; Urban Spraw Analysis (1) (1)

9. EILAND Frontage Renderings

Fiscal Impact:
N/A

Staff Recommendation:
Staff Recommends Approval

ORDINANCE NO. 1447-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, A MUNICIPAL CORPORATION, ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCELS 03-26-21-0010-05100-0000 AND 03-26-21-0010-06100-0000; IN ACCORDANCE WITH SECTION 171.44, FLORIDA STATUTES, AS AMENDED.

WHEREAS, the City is authorized by Chapter 171, Florida Statutes, to annex contiguous and infill areas, and to extend the City limits upon receipt of written consent of the land owners together with the approval of the City Council after notice and public hearing; and

WHEREAS, Clyde A. Biston consented to the annexation of the lands described in Section 2 below by the City of Zephyrhills; and

WHEREAS, the City Council has reviewed and evaluated the application(s) submitted, and has determined that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1: The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2: The following lands, lying and being situated in Pasco County, Florida to-wit:

Parcel/Tax ID No.: 03-26-21-0010-05100-0000

Physical Address: No Address Assigned

Acreage: 10.17 Acres MOL

Legal Description: See Exhibit "A"

AND

Parcel/Tax ID No.: 03-26-21-0010-06100-0000

Physical Address: 37505 Eiland Boulevard

Acreage: 1.58 Acres MOL

Legal Description: See Exhibit "B"

the same are hereby annexed to and included within the boundaries of the City of Zephyrhills, Florida, a municipal corporation.

Section 3: Said lands are contiguous to or infill of the present City limits of the City of Zephyrhills. That said lands are now unincorporated and lie within the same County as said City, and when annexed would form a compact addition to the incorporated territory of said City. That the owners of said lands contained in the said area to be annexed have given written consent to have such areas annexed.

Section 4: The City of Zephyrhills, Florida, is authorized by the legislature of the State of Florida, pursuant to Section 171.044, F.S, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous and infill areas and to extend the City limits or territorial boundaries upon receipt of the written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

Section 5: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1447-22 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of October, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1447-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 14th day of November, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1447-22 was approved by me this 14th day of November, 2022.

_____
Gene Whitfield, Mayor

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

_____
Matthew E. Maggard, City Attorney

EXHIBIT "A"

PARCEL 1:
THAT PORTION OF TRACT 50 LYING WEST OF THE VACATED S.C.L. RAILROAD AND TRACT 51 AND 52, ZEPHYRHILLS COLONY COMPANY LANDS AS RECORDED ON PLAT BOOK 2, PAGE 6, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIVED PARCEL: A PORTION OF TRACT 50 OF THE ZEPHYRILLS COLONY COMPANY SUBDIVISION OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, S89°41'31"E, A DISTANCE OF 1327.95' TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE ALONG THE WEST BOUNDARY LINE OF THE SOTUHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3, N00°08'11"W, A DISTANCE OF 15.00'; THENCE S89°41'15"E, 15.00' TO THE SOUTHWEST CORNER OF TRACT 63 OF SAID ZEPHYRHILLS COLONY COMPANY SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 63, CONTINUE, S89°41'31"E, A DISTANCE OF 291.14' TO THE WESTERLY RIGHT-OF-WAY LINE OF FORT KING ROAD AS IT IS NOW ESTABLISHED; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FORT KING ROAD, N25°28'18"W, A DISTANCE OF 350.27' TO THE SOUTHEAST CORNER OF THE LAIR PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 774, PAGE 439 AND 440 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LAIR PARCEL, N89°44'00"W, A DISTANCE OF 5.55'; THENCE N25°28'18"W, A DISTANCE OF 18.59'; THENCE N64°31'42"E, A DISTNACE OF 5.00' TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID FORT KING ROAD, S25°28'18"E, A DISTANCE OF 21.00' TO THE POINT OF BEGINNING.

AND

That part of Tract 63 of ZEPHYRHILLS COLONY COMPANY LANDS, in Section 3, Township 26 South, Range 21 East, lying West of Seaboard Railroad right of way; the same being shown on plat of ZEPHYRHILLS COLONY COMPANY LANDS, in Plat Book 2, Page 6, of the Public Records of Pasco County, Florida; LESS that portion thereof lying within parcel 165 Zephyrhills bypass West.

'MEMO LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATIS-FACTORY IN THIS DOCUMENT.'

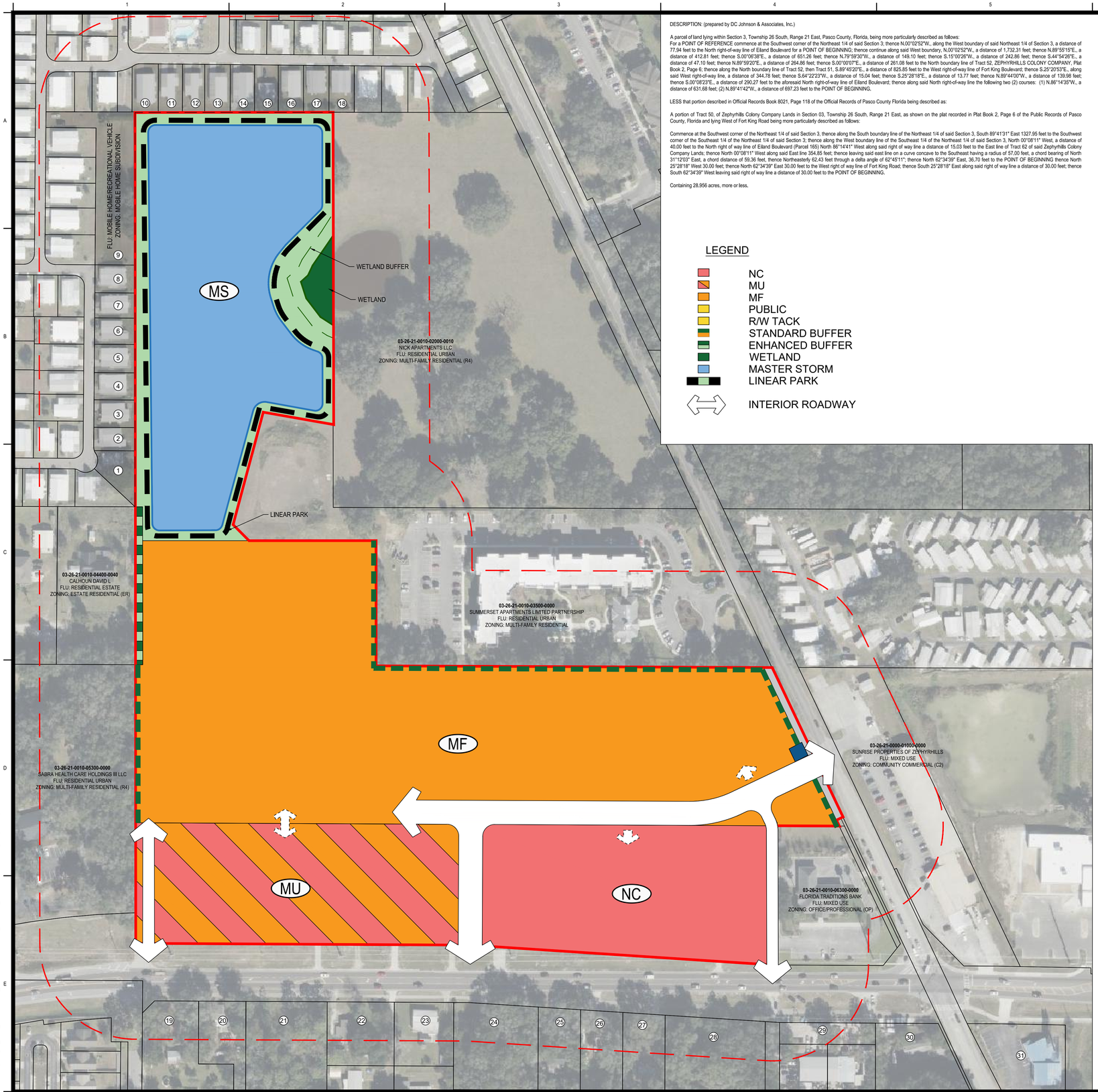
PARCEL 03-26-21-0010-06100-0000

Schedule A

Tract 61, ZEPHYRHILLS COLONY COMPANY LANDS, in Section 3, Township 26 South, Range 21 East, Pasco County, Florida, as per map or plat thereof recorded in Plat Book 2, Page 6, Public Records of Pasco County, Florida; EXCEPT the East 426.00 feet thereof and TOGETHER WITH the East 15 feet of road right-of-way lying West of Tract 61, vacated per Official Record Book 380, Page 714 and LESS the following described parcel: Commence at the SW corner of NE 1/4 of Section 3; thence N 00°03'13" W, 15.00 feet to the South boundary line of vacated ZEPHYRHILLS COLONY COMPANY LANDS road right-of-way for a POINT OF BEGINNING; thence continue N 00°03'13" W, 63.00 feet; thence S 89°41'31" E, 237.95 feet to the West boundary line of the East 426.00 feet of Tract 61; thence S 00°05'42" E, 63.00 feet to the South boundary line of Tract 61; thence N 89°41'31" W, 238.00 feet to the POINT OF BEGINNING.

AND

A 15 foot road right-of-way easement between Tracts 60 and 61, in Section 3, Township 26 South, Range 21 East, as shown designated and described on that certain plat of ZEPHYRHILLS COLONY LANDS, as per plat thereof recorded in Plat Book 1, page 55, Public Records of Pasco County, Florida, as vacated in O.R. Book 380, page 714.



DESCRIPTION: (prepared by DC Johnson & Associates, Inc.)

A parcel of land lying within Section 3, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:
For a POINT OF REFERENCE commence at the Southwest corner of the Northeast 1/4 of said Section 3; thence N.00°02'52"W., along the West boundary of said Northeast 1/4 of Section 3, a distance of 77.94 feet to the North right-of-way line of Eiland Boulevard for a POINT OF BEGINNING; thence continue along said West boundary, N.00°02'52"W., a distance of 1,732.31 feet; thence N.89°55'15"E., a distance of 412.81 feet; thence S.00°06'38"E., a distance of 651.26 feet; thence N.79°59'30"W., a distance of 149.10 feet; thence S.15°00'26"W., a distance of 242.86 feet; thence S.44°54'26"E., a distance of 47.10 feet; thence N.89°59'20"E., a distance of 264.86 feet; thence S.00°00'07"E., a distance of 261.08 feet to the North boundary line of Tract 52, ZEPHYRHILLS COLONY COMPANY, Plat Book 2, Page 6; thence along the North boundary line of Tract 52, then Tract 51, S.89°45'20"E., a distance of 825.85 feet to the West right-of-way line of Fort King Boulevard; thence S.25°20'53"E., along said West right-of-way line, a distance of 344.78 feet; thence S.64°22'23"W., a distance of 15.04 feet; thence S.25°28'18"E., a distance of 13.77 feet; thence N.89°44'00"W., a distance of 139.98 feet; thence S.00°08'23"E., a distance of 290.27 feet to the aforesaid North right-of-way line of Eiland Boulevard; thence along said North right-of-way line the following two (2) courses: (1) N.86°14'35"W., a distance of 631.68 feet; (2) N.89°41'42"W., a distance of 697.23 feet to the POINT OF BEGINNING.

LESS that portion described in Official Records Book 8021, Page 118 of the Official Records of Pasco County Florida being described as:

A portion of Tract 50, of Zephyrhills Colony Company Lands in Section 03, Township 26 South, Range 21 East, as shown on the plat recorded in Plat Book 2, Page 6 of the Public Records of Pasco County, Florida and lying West of Fort King Road being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 3, thence along the South boundary line of the Northeast 1/4 of said Section 3, South 89°41'31" East 1327.95 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 3; thence along the West boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 3, North 00°08'11" West, a distance of 40.00 feet to the North right of way line of Eiland Boulevard (Parcel 165) North 86°14'41" West along said right of way line a distance of 15.03 feet to the East line of Tract 62 of said Zephyrhills Colony Company Lands; thence North 00°08'11" West along said East line 354.85 feet; thence leaving said east line on a curve concave to the Southeast having a radius of 57.00 feet, a chord bearing of North 31°12'03" East, a chord distance of 59.36 feet, thence Northeasterly 62.43 feet through a delta angle of 62°45'11"; thence North 62°34'39" East, 36.70 feet to the POINT OF BEGINNING thence North 25°28'18" West 30.00 feet; thence North 62°34'39" East 30.00 feet to the West right of way line of Fort King Road; thence South 25°28'18" East along said right of way line a distance of 30.00 feet; thence South 62°34'39" West leaving said right of way line a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 28.956 acres, more or less.

LEGEND

- NC
- MU
- MF
- PUBLIC
- R/W TACK
- STANDARD BUFFER
- ENHANCED BUFFER
- WETLAND
- MASTER STORM
- LINEAR PARK
- INTERIOR ROADWAY

SITE DATA

PARCEL ID:	03-26-21-0010-06200-0010; 03-26-21-0010-06200-0000; 03-26-21-0010-06100-0010; 03-26-21-0010-06100-0020; 03-26-21-0010-06100-0000; 03-26-21-0010-05100-0000; 03-26-21-0010-03500-0000; 03-26-21-0010-03600-0000; 03-26-21-0010-02000-0000; 03-26-21-0010-05100-0010;
PROJECT AREA:	29.38 AC (1,279,793 SF)
APPLICANT:	GOLFCOAST CONSTRUCTION
OWNERSHIP:	ACME DEVELOPMENT CORPORATION BISTON CLYDE A SUMMERSET APARTMENTS LIMITED
CURRENT FUTURE LAND-USE:	MIXED USE (CITY) RESIDENTIAL URBAN (CITY) RESIDENTIAL-9 (COUNTY) RESIDENTIAL-6 (COUNTY)
PROPOSED LAND-USE:	MIXED-USE (CITY)
CURRENT ZONING:	AC (COUNTY) AR (COUNTY) OFFICE/PROFESSIONAL (CITY) MULTI-FAMILY RESIDENTIAL (CITY)
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT (CITY)
MULTI-FAMILY (MF)	13.40 AC (583,486 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**267 UNITS**
MIXED USE (MU)	4.01 AC (174,763 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**80 UNITS**
COMMERCIAL USE	
MAX. FAR:	0.5
MAX. SF:	**87,381 SF**
NEIGHBORHOOD COMMERCIAL (NC)	3.92 AC (170,581 SF)
COMMERCIAL USE	
MAX FAR:	
MAX. SF:	**85,290 SF**
MASTER RETENTION (MR)	8.06 AC (350,9638 SF)
TOTALS	
TOTAL AREA:	29.38 AC (1,279,793 SF)
TOTAL RESIDENTIAL UNITS:	347 UNITS
MAX. TOTAL DENSITY:	11.98 UNITS/GROSS ACRE
TOTAL COMMERCIAL SPACE:	172,671 SF
MAX FAR:	0.14 FAR
UTILITIES:	
POTABLE WATER:	CITY OF ZEPHYRHILLS
RECLAIM WATER:	CITY OF ZEPHYRHILLS
SANITARY SEWER:	CITY OF ZEPHYRHILLS
ELECTRICAL:	DUKE ENERGY
COMMUNICATIONS:	FRONTIER; SPECTRUM
NATURAL GAS:	TECO | PEOPLES GAS

TABLE 1: Allowable Use Types

	NC	MU	MF
RESIDENTIAL			
APARTMENT BUILDING		■	■
BUNGALOW COURT		■	■
TOWNHOUSE		■	■
DUPLEX / MULTIPLEX		■	■
LIVE / WORK UNIT	□	□	
VILLA		■	■
CONDO		■	■
GROUP HOME		□	□
INTENSIVE CARE FACILITY		□	□
LODGING			
HOTEL	□	■	■
BED & BREAKFAST		□	□
INN (UP TO 12 ROOMS)	□	■	■
OFFICE			
FINANCIAL SERVICES	■	■	
MEDICAL OFFICE	■	■	
VETERINARY CLINIC	■	■	
GENERAL OFFICE	■	■	
WORK / LIVE UNIT	■	■	
RETAIL			
CONVENIENCE STORE	□		
GENERAL RETAIL (UNDER 25,000 SF)	□	□	
PHARMACY DRUG STORE	■	■	
MEDICAL MARIJUANA DISPENSARY	■	■	
RESTAURANT (CAFE, LESS THAN 2,500 SF)	■	■	
RESTAURANT FULL SERVICE	■	■	
RESTAURANT DRIVE-THRU	□	□	
COFFEE HOUSE / BAKERY	■	■	
PERSONAL SERVICES			
BEAUTY / BARBER SHOP	■	■	
LAUNDROMAT / DRY CLEANING	■	■	
FITNESS CENTER / GYM	■	■	
PET CARE SERVICES (INDOOR)	■	■	
REHABILITATIVE SERVICES	■	■	
FUNERAL SERVICES	■	■	
TATTOO / BODY PIERCING	■	■	
DAY SPA / TANNING SALON	■	■	
LICENSED MASSAGE ESTABLISHMENT	■	■	
COBBLER	■	■	
TAILORING & GARMENT REPAIR	■	■	

	NC	MU	MF
CIVIC			
BUS SHELTER	■	■	■
FOUNTAIN / PUBLIC ART	■	■	■
THEATER	□	□	
MUSEUM	□	□	
OUTDOOR AUDITORIUM	□	□	
PARKING STRUCTURE	■	■	■
PARK & PLAYGROUND	■	■	■
SURFACE PARKING	■	■	■
RELIGIOUS ASSEMBLY	□	□	□
AGRICULTURE			
COMMUNITY GARDENS / GREENHOUSE	■	■	
KENNEL			
AUTOMOBILE-ORIENTED			
GAS STATION			
AUTOMOBILE SALES / RENTALS			
AUTOMOBILE SERVICE / REPAIR			
CAR WASH			
EDUCATION			
COLLEGE	□	□	□
TRADE SCHOOL	□	□	□
GRADE SCHOOL (PUBLIC OR PRIVATE)			
CHILDCARE CENTER	□	□	□

■ BY RIGHT
□ BY WARRANT

By Right - Uses that are allowed within the PUD.

By Warrant - Uses that may be considered and will need City approval before being allowed.

If no box is present the use is not allowed within the PUD.

BGE, Inc.
2203 N. Lois Avenue, Suite G300
Tampa, FL 33607
Tel: 813-848-0901 • www.bgeinc.com
FL Registry No. 32116

Copyright 2022

0 50' 100' 200'
SCALE: 1" = 100'

GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

MASTER PLAN

REV	DESCRIPTION	DATE	APR

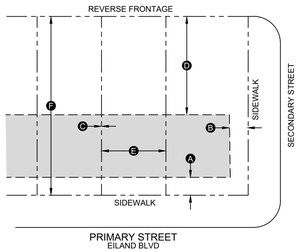
PROJECT NO.: 9927-00

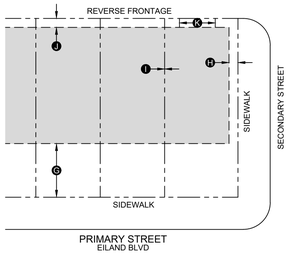
DESIGNED BY:	DRAWN BY:
AH	SK
REVIEWED BY:	DATE:
AH	9-14-2022

C1-1

G:\FLA\Projects\golf_coast_const\9972-00_Eiland Mixed Use\LDV\1_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout1 Plotted: 9/15/2022 10:43:19 AM

NC: Neighborhood Commercial





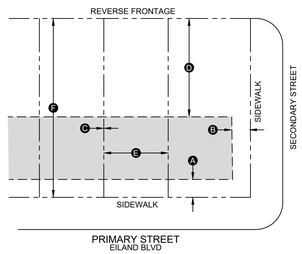
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

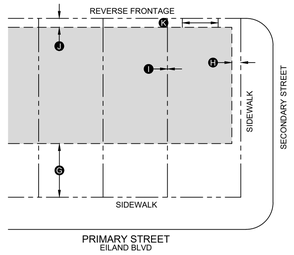
Building Form		
Height		
Main Building	1 Stories min. 2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" max. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' min.	K
See Table 2 for parking dimensions		
See Table 3 for shared parking		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail, Personal Service
Upper Floors	Residential, Lodging, Office, Retail, Personal Service
See Table 1 for specific regulations for each Use Type.	

MU: Mixed Use





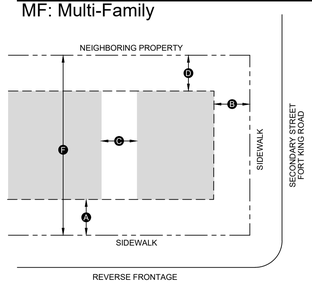
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

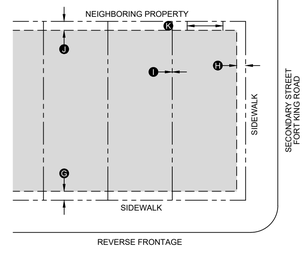
Building Form		
Height		
Main Building	2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Residential	1 space / 1 bed 1.5 space / 2 bed 2 space / 3+ bed	
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail & Personal Service
Upper Floors	Residential, Lodging, Residential Office
See Table 1 for specific regulations for each Use Type.	

MF: Multi-Family





Building Placement		
Setback (Minimum Distance from Property Line)		
Front	20'	A
Side	20'	B
Rear	20'	C
Separation (Minimum Between Buildings)		
Between Buildings	20'	D
Lot Size		
Width	25' min.	E
Depth	N/A	F
Miscellaneous		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

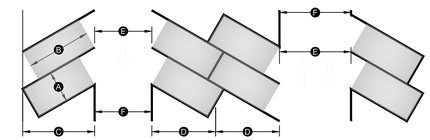
Building Form		
Height		
Main Building	4 Stories max.	
Ancillary Building	2 Stories max.	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

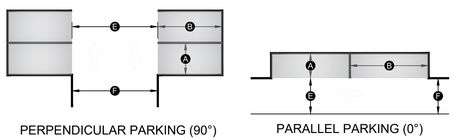
Parking		
Spaces		
Residential	1 spaces/ 1 bedroom 1.5 spaces/ 2 bedrooms 2 spaces/ 3+ bedrooms	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	5' min.	G
Side Street Setback	5' min.	H
Side Setback	5' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

Allowed Use Types*	
Ground Floor	Residential & Lodging
Upper Floors	Residential & Lodging
See Table 1 for specific regulations for each Use Type.	

TABLE 2: Parking Geometry						
Standard		90°	60°	45°	0°	
		9'	9'	9'	8'	A
		18'	18'	18'	18'	B
	Exterior		20.1'	19.1'		C
	Interior		18'	16'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	
Compact		90°	60°	45°	0°	
		8'	8'	8'	7'	A
		16'	16'	16'	16'	B
	Exterior		17.9'	17'		C
	Interior		15.9'	14.2'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	

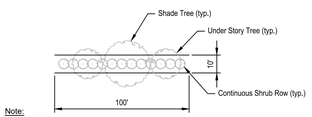
Miscellaneous	
Handicap parking spaces to be provided per ADA standards.	
25% of the total parking spaces provided may be compact. Compact spaces may be increased to 50% if vehicle charging station(s) are provided on site.	
Aisle width not along parking.	F





Standard Buffer
(for every 100 LF)

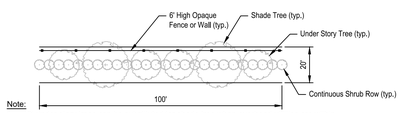
- 1 Shade Tree
- 2 Under Story Trees
- 2' High Berm (2' average height, 1' min.) Along Right-Of-Way



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.

Enhanced Buffer
(for every 100 LF)

- 2 Shade Trees
- 4 Under Story Trees
- Continuous Row of Shrubs 18" High @ Planting
- 6' High Opaque Fence or Wall (see note #2)
- 3' High Berm (3' average height, 2' min.)



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.
2. Walls and fences will follow ZLDC 7.07.00

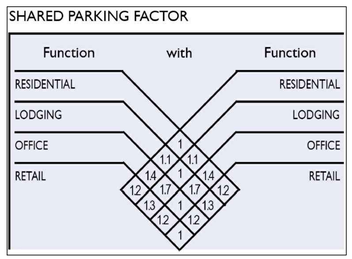


Table 11: Parking Calculations. The Shared Parking Factor for two Functions, when divided into the sum of the two amounts as listed on the Required Parking table below, produces the Effect Parking needed for each site involved in sharing. Conversely, if the Sharing Factor is used as a multiplier, it indicates the amount of building allowed on each site given the parking available.

PARCEL DETAILS:
1. 03-26-21-0170-00000-1310
COMTOIS PAUL HEWETT & ZAMPIER JEAN COMTIOS
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

2. 03-26-21-0170-00000-1320
NESBITT HARWOOD R & REID WENDY R
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

3. 03-26-21-0170-00000-1330
ARMSTRONG RICHARD A & CAROLYN N
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

4. 03-26-21-0170-00000-1340
DENNIS ROBERT S & ROSEMARIE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

5. 03-26-21-0170-00000-1350
SUMMERS MURRAY & MARGARET
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

6. 03-26-21-0170-00000-1360
YORK ROYCE R & RANDY A
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

7. 03-26-21-0170-00000-1370
OCHSENRIDER JOAN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

8. 03-26-21-0170-00000-1380
LIGGETT JOAN & COUGHLIN MARGARET ANN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

9. 03-26-21-0170-00000-0RP1
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

10. 03-26-21-0170-00000-1470
COPELAND WILLARD J JR & DOROTHY L
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

11. 03-26-21-0170-00000-1480
LEMAY BERNARD J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

12. 03-26-21-0170-00000-1490
DEMATTEO DEBORAH ET AL
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

13. 03-26-21-0170-00000-1500
TURNER ALAN R & LORRAINE E
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

14. 03-26-21-0170-00000-1510
ROOT BRADLEY & KATHLEEN M
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

15. 03-26-21-0170-00000-0SA0
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

PARCEL DETAILS:
16. 03-26-21-0170-00000-2000
HOLMAN TANYA DAUER
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

17. 03-26-21-0170-00000-1990
WEBSTER DAVID T & MARY J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

18. 03-26-21-0170-00000-1980
RIGTERINK RODNEY ALLEN & ROCHE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

19. 03-26-21-0010-06800-0050
HAMZA MOHAMMAD ANFAS L K G AHA
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)

20. 03-26-21-0010-06800-0040
RAHMAN SHAMS UR
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT(PO1)

21. 03-26-21-0010-06800-0020
PARS PROPERTIES INVESTMENT GROUP INC
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT (PO1)

22. 03-26-21-0010-06800-0010
MARTINEZ ALCIDES JAVIER & MART
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT (PO1)

23. 03-26-21-0010-06800-0030
BOUCHER RONALD E
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME(RMH)

24. 03-26-21-0010-06700-001A
PENDERGAST MICHAEL R JR
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)

25. 03-26-21-0010-06700-001C
BAXTER DENNIS C & KATHERINE J
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)

26. 03-26-21-0010-06700-0011
STEVENS PAULETTE
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)

27. 03-26-21-0010-06700-0010
DUNTON AMANDA & ROBERT III
CURRENT FUTURE LAND USE:
CURRENT ZONING: MIXED USE (MU)

28. 03-26-21-0010-06700-0000
PAK INVESTMENTS LLC
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)

29. 03-26-21-0010-06600-0030
MAXON ROBERT A & CHERYLL
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: GENERAL COMMERCIAL (C2)

30. 03-26-21-0010-06600-0010
MAXON ROBERT A & CHERYLL
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)

31. 03-26-21-0020-00000-0022
CB & MM INVESTMENTS LLC
CURRENT FUTURE LAND USE: MIXED USE (MU)
CURRENT ZONING: COMMUNITY COMMERCIAL (C2)

BGE, Inc.
2203 N. Lois Avenue, Suite G300
Tampa, FL 33607
Tel: 813-848-0901 • www.bgeinc.com
FL Registry No. 32116

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GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

DETAILS AND NOTES

REV	DESCRIPTION	DATE	APR

PROJECT NO.: 9927-00

DESIGNED BY:	DRAWN BY:
AH	SK
REVIEWED BY:	**DATE:**
AH	9-14-2022

C1-2

G:\FLA\Projects\golf_coast_const\9927-00_Eiland Mixed-Use\LDD\1_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout 2 Plotted: 9/15/2022 8:35:04 AM

EXHIBIT "C"

EILAND MIXED USE
PLANNED UNIT DEVELOPMENT (PUD) CONDITIONS OF APPROVAL

A. PUD Master Plan

1. A final site layout plan shall be submitted for approval by the City Council prior to the submission of Site Development/Construction Plans. The site layout plan shall be designed in accordance with the PUD Master Plan approved by Ordinance No. 1449-22.
2. All development shall be in accordance with the PUD Master Plan, as approved by City Council; the Land Development Code (LDC); and the Comprehensive Plan, unless otherwise stipulated or modified herein.

B. Environmental Resources

1. The Developer shall provide all environmental permits as required by applicable law prior to the issuance of a site work or building permit.
2. If, during construction activities, any evidence of the presence of State or Federally protected plant and/or animal species is discovered, the City of Zephyrhills and applicable agencies shall be notified within two (2) working days of the discovery of the plant and/or animal species on site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

C. Historic/Archaeological Resources

1. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation are discovered, work shall come to an immediate stop, and the State Historic Preservation Officer (SHPO) at the Florida Department of State, Division of Historical and Archaeological Resources and the City of Zephyrhills shall be notified within two (2) working days of the finding of resources on site.

D. Traffic Study/Methodology

1. The traffic methodology submitted by the applicant assumes the following land uses: 347 multi-family units and 172,671 square feet of non-residential. Subject to the land use exchanges permitted by the PUD Master Plan approved by Ordinance No. 1449-22, any development of land use(s) that generates greater traffic impacts than those assumed, shall require an updated methodology and Traffic Study, or other required information if de minimus, to be approved by the City.

E. Right-of-Way Dedication

1. Roadway connections to Fort King Road and Eiland Boulevard shall be finalized and shown on the final site layout plan and shall be in substantial conformance with the PUD Master Plan. Any additional right-of-way required for such connections, as determined by Pasco County, shall be provided by the developer. The developer shall not be responsible for providing or the cost of obtaining any required off-site right-of-way.

2. In the case of private streets, dedication and maintenance shall be the responsibility of an appropriate entity other than the City of Zephyrhills. The City of Zephyrhills will not be responsible for the maintenance of any private streets.

3. Rights-of-way may be transferred by perpetual right-of-way easement, fee simple deed, or as otherwise directed by Pasco County. All conveyances shall occur prior to the approval of the future site development/construction plan or final plat, as may be applicable. All conveyances shall be clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

F. <u>Utilities/Waster Service/Wastewater Disposal</u>

1. Utility plans for the entire development shall be submitted to the Utilities Department for review and approval prior to or concurrent with submittal of the construction plans. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and life stations;

    b. Main potable water lines and non-potable water lines, if applicable;

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and feasibility of a non-potable water system for irrigation;

    d. The utility plans shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater and reclaimed water systems.

2. The developer shall construct all water and wastewater facilities within the development to current City standards. A complete set of standards may be obtained from the Utilities Department.

G. <u>Roadway Improvements/Access Management</u>

1. Developer shall be required to design, engineer, permit and construct the following site access improvements, where warranted by traffic analysis or other study, along Fort King and Eiland Boulevard:

    a. West-bound right-turn lane(s) into the project on Eiland Boulevard;

    b. East-bound left-turn lane(s) into the project on Eiland Boulevard;

    c. South-bound right-turn lane(s) into the Project on Fort King Road;

    d. North-bound left turn lane(s) into the Project on Fort King Road;

2. Developer shall be responsible for improvements to the intersection of Fort King Road and Eiland Boulevard, limited to the south-bound right-turn lane from Fort King Road onto Eiland Boulevard. The Developer shall be entitled to transportation impact fee credits related to such improvements.

H. <u>Land Use</u>

1. The residential and non-residential dimensional standards hall be as depicted on the PUD Master Plan, limited to the following:

    a. The maximum overall density of the project shall be 11.98 units per gross acre;

    b. Area MF shall be limited to a maximum of 267 residential units and a maximum height of 4 stories;

c. Area MU shall be limited to a maximum of 80 residential units or 87,381 square feet of office/neighborhood commercial space, or a combination thereof, and a maximum height of 2 stories (or 35 feet);

d. Area NC shall be limited to a maximum of 85,290 square feet of office/neighborhood commercial space and a maximum height of 2 stories (or 35 feet).

e. The maximum density or square footage above is not a vested right and is subject to reduction based on, or as a result of, applicable City ordinances and resolutions, and final site development/ construction plans.

2. Allowable uses shall be as provided and depicted in Table 1 of the PUD Master Plan, subject to the following:

   a. **By Right –** By right shall mean the use is permitted by right;

   b. **By Warrant –** A warrant is a ruling that would permit a use that is not given by right within the PUD.

      i. A request for a warrant shall be accompanied by documentation establishing how the development proposal continues to meet the intent of the PUD. A request shall also include documentation demonstrating that the warrant:

         (a) Is applicable to special conditions and circumstances that exist and are peculiar to the land, structure, or building involved and which are generally applicable to other lands, structures or buildings in other similar Planned Unit Developments;

         (b) Will be consistent with the intent of the PUD and the overarching land development code, where applicable;

         (c) Will promote the same level of land use compatibility as the otherwise applicable standards;

         (d) Will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations; and

         (e) Is in the best interest of the public and promotes the general health, safety and welfare of the neighborhood to be affected by the warrant.

      ii. Warrants may be granted administratively by the Site Plan Review Committee. The Site Plan Review Committee is hereby authorized to administratively approve, approve with modifications or disapprove a request for a warrant pursuant to this PUD. In granting any warrant the approving body shall prescribe appropriate conditions and safeguards in conformance with the PUD. Violation of such conditions and safeguards, when made a part of the terms under which the warrant is granted, shall be deemed a violation.

      iii. An appeal of the determination for a warrant shall follow the procedures outlined in Part 11.17.00 of the Land Development Code. The appeal shall not subject the entire application for development approval to a public hearing unless otherwise required by these conditions, but only that portion necessary to rule on the issue under consideration.

      iv. Any warrant issued shall expire upon the expiration date of the site development plan/development order or Business License into which the warrant has been incorporated.

v. A warrant may be amended only by the procedures outline in this section.

c. **Blank Spaces –** Where spaces in Table 1 are left blank and do not indicate "by right" or "by warrant," the use shall be deemed prohibited.

3. Land considered for neighborhood park requirements or used for stormwater retention/detention shall be a minimum of 20 feet from the front or rear of any structure, or 15 feet from the side of any structure.

4. Building, setbacks, build-to-lines, frontage and orientation standards shall be as provided and depicted in the PUD Master Plan.

5. The following control shall be provided, unless otherwise approved by City staff as part of the site development plan or other approvals:

   a. Mailbox kiosk(s) shall be approved by the US Postal Service and will be provided as needed in the project;

   b. Entry features and signage location(s) shall be depicted on the site development/construction plans, but signage details will be reviewed separately by City staff pursuant to the City's sign ordinance(s);

   c. Decorative street/parking lot lights shall be used subject to approval of the applicable utility provide and manufacturer's design specification. Underground wiring may be used where such street lights are not solar powered. Lighting plans shall be included with the site development/construction plans.

I. <u>Landscaping</u>

1. A street tree plan shall be included at the time of site development/construction submittal to be approved as part of the site development/construction plan review. At least 1 tree per 50 linear feet shall be required along both sides of the street. The specific location of the required trees shall be determined at the final design of street-cross sections during the site development/construction plan review. Existing trees that are preserved may be counted toward satisfaction of this requirement.

2. Perimeter landscape buffers shall meet or exceed the standards provided in the approved PUD Master Plan for standard and enhanced buffers.

   a. An enhanced buffer shall be required along that portion of the western boundary of the PUD adjacent to the neighboring Parcel No. 03-26-21-0010-04400-0040 to provide greater screening/buffering between the low-density residential use and the PUD.

3. Landscape plans for stormwater retention/detention areas shall be included at the time of site development/construction plan submittal to be approved as part of the site development/construction plan review. A minimum of 1 tree per 50 linear feet of pond bank shall be required. Trees may be linear in arrangement or grouped together in clusters. Specific location of the required landscaping shall be determined during the site development/construction plan review. Existing trees that are preserved may be counted toward the satisfaction of this requirement.

4. Vehicular use area (such as parking lots, drive aisles, etc.) landscaping shall be included at the site development/construction plan submitted to be approved as a part of the site development/construction plans review. Vehicular use area landscaping shall meet or exceed the standards of Part 7.06.00, LDC. The specific location and type of landscaping shall be determined during the site development/construction plan review.

5. Foundation landscaping shall be included at the time of site development/construction submittal to be approved as part of the site development/construction plan review. Foundation landscaping shall meet or exceed the applicable standards of Part 7.06.00, LDC. Foundation landscaping may be provided in landscape beds and/or planter areas, at least 5 feet in width, and shall be irrigated. The specific location of required landscaping shall be determined during the site development/construction plan review.

J. Stormwater

1. Drainage study and stormwater management plans shall be submitted with the site development/construction plans. All future construction/stormwater management shall comply with the City of Zephyrhills Basins of Special Concern ordinance and all applicable permits from SWFWMD and/or the FDEP shall be obtained prior to the issuance of a site work or building permit.
2. Stormwater management plans shall include a phased approach and best-management practices for construction of the stormwater system so as avoid impacts to neighboring properties during construction.

K. Procedures

1. All conditions of this PUD approval are material to the City Council Approval. Accordingly, the conditions are not severable. In the event any subsection, sentence, clause, or provision of these conditions or the rezoning is challenged and declared illegal, invalid or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination , the remainder of the conditions of the PUD approval shall be suspended until such time that the City Council modifies the PUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine (9) months in duration. However, such determination shall not affect the validity of: a) PUD entitlements that have received a plat, building permit, or certificate of occupancy; or b) any PUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid or unenforceable. Requests for City Council-approved modifications to the PUD or the PUD conditions of approval shall not be considered challenges, and decisions by the City Council regarding any modification of the like shall not have the effect of suspending the conditions and the PUD approval under any circumstances.

Staff Report

To: Mayor Whitfield and Planning Commission

From: Audrey McGuire, *Historic Preservation Specialist/Community Planner*

Re: ANX-0011-22_Eiland Mixed Use Project

Date: September 20, 2022

I. BACKGROUND INFORMATION

Request for simultaneous review of applications to annex, amend the city's Comprehensive Plan (Future Land Use Map Amendment) and rezone submitted by Gulf Coast Construction, encompassing approximately 29.38 acres of real property generally located on the north side of Eiland Boulevard, west of Fort King Road and east of Fountain Road (hereinafter "Subject Property"). The Subject Property is located within the boundaries of the City/County Joint Planning Area (JPA), as well as the city's Utility Service Area boundary.

SUBJECT PROPERTY – *See Attachment 1*

Owner(s): ACME Development Corporation & Clyde A. Biston
PO Box 1299
Crystal Springs, FL

Applicant(s): Gulf Coast Construction

Parcel/Tax ID No.	Address	Acres	Application Type(s)	Current Jurisdiction	Existing FLU	Existing Zoning
03-26-21-0010-02000-0000		4.52	FLU/RZ	CITY	RU	R4
03-26-21-0010-03600-0000		5.65				
03-26-21-0010-05100-0000		10.17	ANX/FLU/RZ	COUNTY	Pasco RES-6	Pasco AC
03-26-21-0010-06100-0000	37505 Eiland Blvd	1.58			Pasco RES-9	Pasco AR
03-26-21-0010-06100-0020	37531 Eiland Blvd	0.87	RZ	CITY	MU	OP
03-26-21-0010-06100-0010	37609 Eiland Blvd	1.62				
03-26-21-0010-06200-0000	37621 Eiland Blvd	1.24				
03-26-21-0010-06200-0010		3.17				
03-26-21-0010-05100-0010		0.54				
03-26-21-0010-39900-0010*	6571 Fort King Rd	0.02				

**NOTE: Parcel owned by the City of Zephyrhills (Lift Station)*

ANNEXATION APPLICATION

Application to annex approximately 11.75 acres of the Subject Property consisting of tax parcels 03-26-21-0010-05100-0000 (10.17 acres) and 03-26-21-0010-06100-0000 (1.58 acres) into the municipal boundaries of the City of Zephyrhills. The 11.75 acre portion of the Subject Property is currently located within Pasco County's jurisdiction, is located within the JPA and Utility Service area, and is surrounded by and contiguous to properties in the City on 3 sides.



SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT – FLUMA – *See Attachment 2*

Application for a small-scale Comprehensive Plan amendment, Future Land Use Map Amendment (FLUMA) proposing to change the future land use classifications of approximately 11.75 acres of the Subject Property proposed for annexation from **County RES-6 and RES-9 to City MU (Mixed Use);** and approximately 10.17 acres of the Subject Property currently located in the City from **RU (Residential Urban) to MU.**

Parcel/Tax ID No.	Acres	Existing FLU	Proposed FLU
03-26-21-0010-02000-0000	4.52	City RU *(7.5-20 du/ga)*	City MU *(20 du/ga; 1.0 FAR)*
03-26-21-0010-03600-0000	5.65		
03-26-21-0010-05100-0000	10.17	Pasco RES-6	
03-26-21-0010-06100-0000	1.58	Pasco RES-9	

REZONING – *See Attachments 3 & 4*

Application to rezone, proposing to change the zoning designation of the entire Subject Property to Planned Unit Development (PUD), allowing for the following:

- 13.395 Acres to be dedicated for Multi-Family Residential:
  - Maximum 267 Multi-Family Units – *Max. 20 du/ga for this portion[1] of the project;*
- 4.012 Acres to be dedicated for Mixed Use:
  - Maximum 80 Multi-Family Units – *Max. of 20 du/ga for this portion[1] of the project;*
  - Maximum 87,381 square feet of office/retail space – *0.50 Floor Area Ratio (FAR);*
- 3.916 Acres to be dedicated for Neighborhood Commercial Use:
  - Maximum 85,290 square feet of office/retail space – *0.50 FAR.*

The overall **maximum density** of the project site is +/-11.98 units per gross acre (347 total units). The floor area ratio allowed for non-residential development on the project site shall be 0.50 (up to 172,671 square feet).

Parcel/Tax ID No.	Acres	Existing FLU	Proposed FLU
03-26-21-0010-02000-0000	4.52	City R4	City PUD
03-26-21-0010-03600-0000	5.65	*Max. 20 du/ga*	*11.98 Units per Gross Acres;*
03-26-21-0010-05100-0000	10.17	Pasco AC	*347 Max. Residential Units;*
03-26-21-0010-06100-0000	1.58	Pasco AR	*172,671 sq. ft. commercial/office space;*
03-26-21-0010-06100-0020	0.87	City OP	*0.50 FAR*
03-26-21-0010-06100-0010	1.62	*0.50 FAR*	*Total Site Area: 29.38 Acres*
03-26-21-0010-06200-0000	1.24		*Project Area: 21.32 Acres*
03-26-21-0010-06200-0010	3.17		*Retention 8.06 Acres*
03-26-21-0010-05100-0010	0.54		
03-26-21-0010-39900-0010[2]	0.02		

[1] The maximum density of 20 du/ga is utilized only for determining the number of units allowed for this dedicated portion of the Subject Project and is not the total overall project density.

[2] City of Zephyrhills Lift Station – Parcel included so as not to create a "spot zone."

II. DATA & ANALYSIS

CHARACTER ANALYSIS

The Subject Property is generally located on the north side of Eiland Boulevard, west of Fort King Road, east of Fountain Road, and south of the Valleydale Mobile Home Subdivision. Land uses in the surrounding area are generally office, commercial and higher-density residential, with some mixed low and medium density residential, and county retail office residential (ROR). The Subject Property is surrounded by properties in the City on three sides and meets the criteria for annexation, the proposed FLU classification of MU and zoning designation of PUD, allowing for a mix of office/retail and higher density residential is reflective of the general neighborhood; adjacent properties to the north, east and west; as well as anticipated growth patterns for the area.

(A) East – Commercial Retail

(B) West – Low-density residential, medium density mobile home subdivision, and higher-density multi-family congregate housing.

(C) North – Medium density mobile home subdivision (Valleydale) and higher-density multi-family residential.

(D) South – Single-family residential (zoned ROR) located in unincorporated Pasco County.

COMPATIBILITY/SUITABILITY ANALYSIS

ANNEXATION – Chapters 171.043 and 171.044, FS outlines the character and procedure requirements for voluntary annexation. The 11.75 acre portion of the Subject Property proposed to be brought into the City of Zephyrhills meets the criteria for annexation as: 1) it is contiguous to the current boundaries of the City; 2) it is reasonably compact; 3) it is not a part of another municipality; 4) it will be developed/utilized for urban purposes; and 5) its annexation will not result in the creation of a new enclave. The annexation will clear up a portion of an existing enclave in the City. Staff is coordinating with Pasco County staff as required by the Joint Planning Area (JPA) agreement.

FLUMA – The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 50 acres as of July 1, 2021). The proposed FLUMA is consistent with Chapters 163, Part II, FS; the City of Zephyrhills Comprehensive Plan, and the Land Development code.

(A) The request to change the Subject Property's FLU classification from County RES-6, County RES-9 and City RU to City MU is consistent with the abutting properties, which are:

  (1) Mobile Home/Recreational Vehicle (MH/RV, 5-18 du/ga) and Residential Urban (RU, 7.5-20 du/ga) to the north; and

  (2) MH/RV, RU & Residential Estate (RE, 1 du/ga) to the west; and

  (3) Mixed Use (MU, 20 du/ga; 1.0 FAR) to the east; and

  (4) County RES-9 to the south.

(B) The request consistent with the City of Zephyrhills Comprehensive Plan, Goals, Objectives and Policies, as evidenced by the Justification Report (attached) submitted by Shelly May Johnson, PA on behalf of the applicants.

(C) Utility capacity is available for the proposed project at this time.

(D) The applicants have submitted a Traffic Study Methodology which is currently in review by the City's traffic engineering consultants. A full traffic study will be submitted to determine necessary improvements at driveway entrances at the intersection of Fort King and Eiland. The Subject Property abuts Fort King Road

and Eiland Boulevard, both County owned/maintained roadways. A Pasco County Right-of-Way use permit will be required in the future.

REZONING – In accordance with Section 6.04.01, LDC, the purpose of a PUD is to encourage more creative and imaginative design than is generally possible under conventional zoning regulations. The City of Zephyrhills discourages single-use PUDs and the proposed PUD would provide for a mix of residential and office/retail. Office/retail uses should support the surrounding neighborhood and multi-family uses internal to the development.

(A) The proposed zoning designation to PUD for a mix of higher-density multi-family residential and office/retail is consistent with the proposed FLU classification of MU.

(B) The Subject Property contains +/-29.38 acres, meeting the minimum size requirement of 1.0 acres to establish a PUD.

(C) The proposed zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties, which are:

(1) Mobile Home Subdivision (M1, 7.0 du/ga) and Multi-Family Residential (R4, 20 du/ga) to the north;

(2) M1, R4 and Estate Residential (ER, 2.0 du/ga) to the west;

(3) Community Commercial (C2, 1.0 FAR) to the east; and

(4) Pasco County Retail Office Residential to the south.

(D) The proposed zoning designation and subsequent development will not exhibit premature development based on existing development patterns in the general vicinity and utility infrastructure availability.

(E) In general, the following goals shall be met for a PUD:

(1) The proposed PUD shall be of such design that it will promote achievement of the stated purpose of the city's Comprehensive Plan.

(2) The development will efficiently utilize the available land and will protect and preserve, to the extent possible, natural features of the land such as trees, streams and topographic features.

(a) Approximately 7.26 acres on the north side of the subject property will be reserved for stormwater retention, open space and setback area from an existing pond/wetland area. Staff will work with the applicants during the site development plan review stage concerning the preservation of existing protected and grand trees, where possible.

(3) The development shall provide for harmonious and coherent site and building design that creates a sense of place.

(a) The proposed development will be harmonious with surrounding properties to the east, west and north. The proposed location of uses will allow for a site design which encourages walkability and a pedestrian-friendly environment.

(4) The development will be located in an areas in which transportation, police and fire protection and other public facilities and utilities, are or will be available to and adequate for the uses proposed; provided, however that the applicant may make provision for the facilities or utilities which are not presently available.

NATURAL, HISTORIC, CULTURAL & ARCHAEOLOGICAL RESOURCES

The following site characteristics are provided:

(A) The Subject Property is located outside of the Zephyrhills Historic District and is not anticipated to impact any identified historical, cultural or archaeological resources. Should resources be found onsite during development, notification should be made to the City of Zephyrhills and the Florida Department of State, Division of Historic Resources.

(B) A Protected Species Assessment will be required to be submitted at the time of Site Development Plan Review.

(C) A portion of a Type 3 wetland exists on the northern-most parcel of the subject property. This area is proposed for wetland setback and stormwater retention. Negative impacts to the existing wetland is not anticipated.

(D) The Subject Property is located with the **Basin of Special Concern** and additional stormwater compensation will be required. The Subject Property is generally located within Flood Zone X and is suitable for development; a portion of the two northern-most parcels of the Subject Property are within Flood Zone AE (this area is proposed for wetland setback and stormwater retention). All stormwater for the Subject Property shall be handled on site and in accordance with city standards.

PUBLIC SERVICE/FACILITIES IMPACT ANALYSIS

POLICE	Projected general police service demand is within the City's existing service capabilities. The Police Chief recommended approval of the project at the SPRC stage.
FIRE	It is anticipated that the projected general fire service demand is within the County's existing service capabilities.
POTABLE WATER	Potable water service and adequate capacity is currently available to the Subject Property. Maximum anticipated impact to the potable water system specific to this development is provided in **Attachment 5.** The City is exploring options to ensure adequate water supply to support future growth in the city.
WASTEWATER	Wastewater service and adequate capacity is currently available to the Subject Property. Maximum anticipated impact to the wastewater system and treatment plant specific to this development is provided in **Attachment 6.**
SANITATION (SOLID WASTE)	Domestic solid waste is collected by the City of Zephyrhills Sanitation Department and disposed of at the Pasco County transfer station on Handcart Road. Per the Comprehensive Plan, the minimum level of service is 1.5 tons per year per dwelling unit for residential uses. Service is available to the Subject Property.
STORMWATER	The Subject Property is located within a **Basin of Special Concern** and additional onsite compensation will be required.

COMPREHENSIVE PLAN & LDC CONSISTENCY – *VERIFIED APPLICANT RESPONSE*

The requested annexation, FLUMA and rezoning appears to be consistent with the Goals, Objectives and Policies of the City of Zephyrhills Comprehensive Plan and Land Development Code (LDC). A review of the Comprehensive Plan and LDC has been conducted by the applicant and verified by planning staff. Relevant goals, objectives and policies are identified in Attachment 7, Justification Report, provided by the applicants and response(s) verified by planning staff.

III. RECOMMENDATION(S)

Based upon the analysis contained herein, along with supporting documentation provided by Shelly M. Johnson, PA on behalf of the applicants, planning staff recommends approval of the applications to annex, amend the Future Land Use Map and rezone.

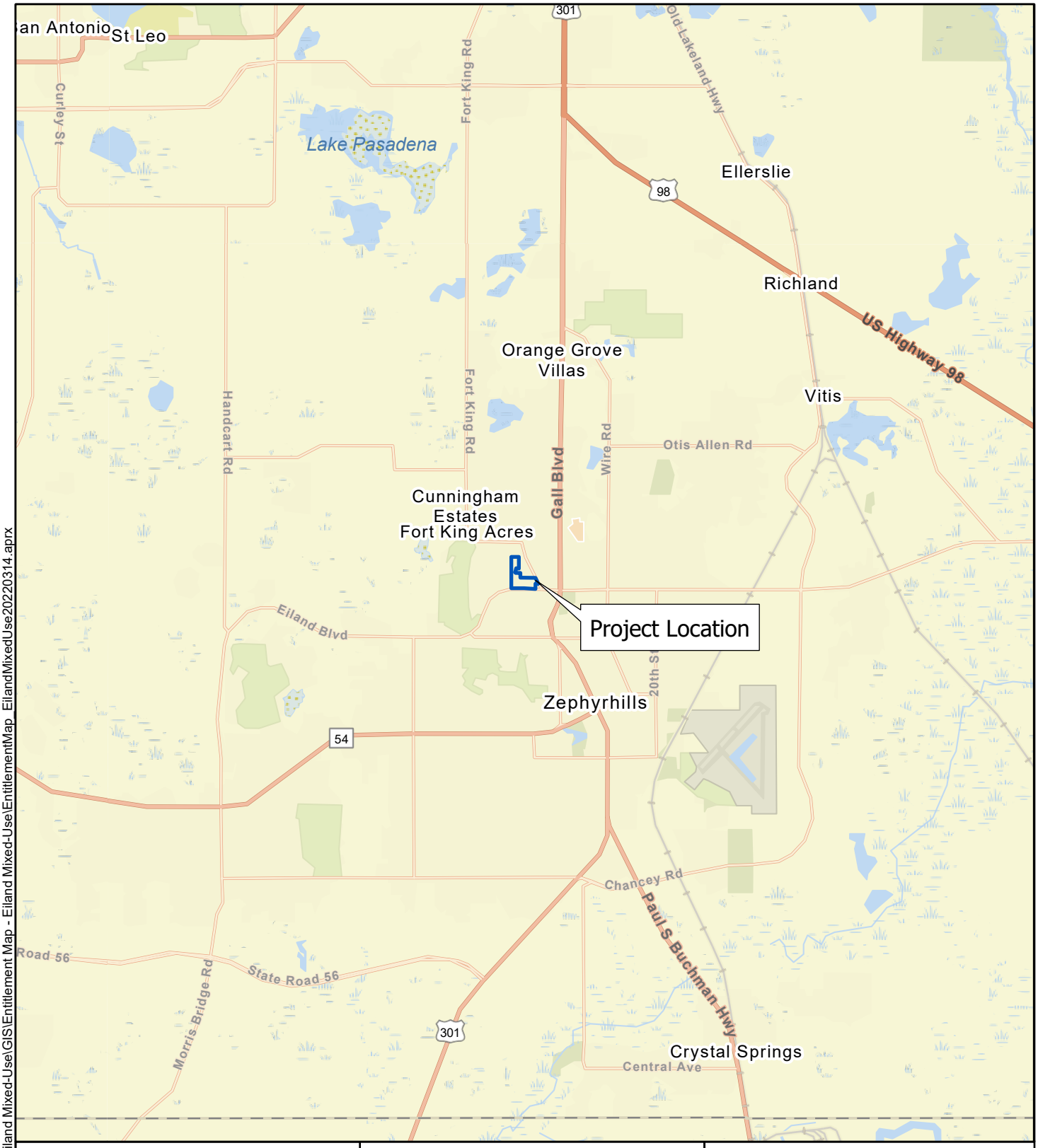
The Site Plan Review Committee recommended approval at its regular meeting on August 16, 2022.

ATTACHMENT 1

Location Maps

Location Map

Aerial Project Location Map





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Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.

BGE, Inc.
2203 North Lois Avenue, Suite G300, Tampa, FL 33607
813-848-0901 | www.bgeinc.com

Figure 1: Location Map
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 1 of 9

Prepared By: BGE	Scale: 1:90,000
Job No.: 9585-00	Date: Mar 14, 2022

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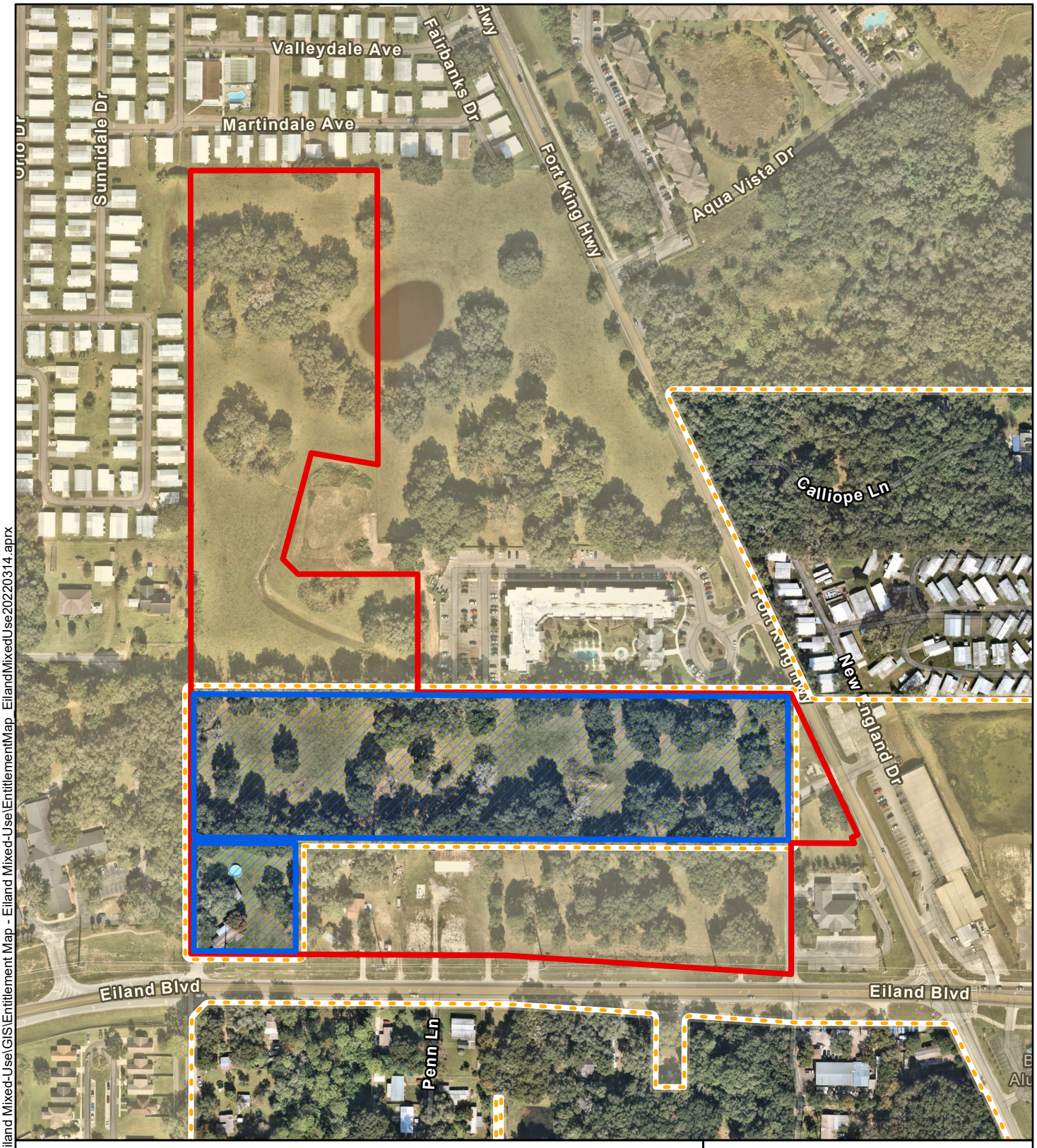

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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Basemap: NearMap November 14, 2021

N

0 200 400

Feet

Disclaimer:
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Figure 2: Aerial Project Location
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 2 of 9

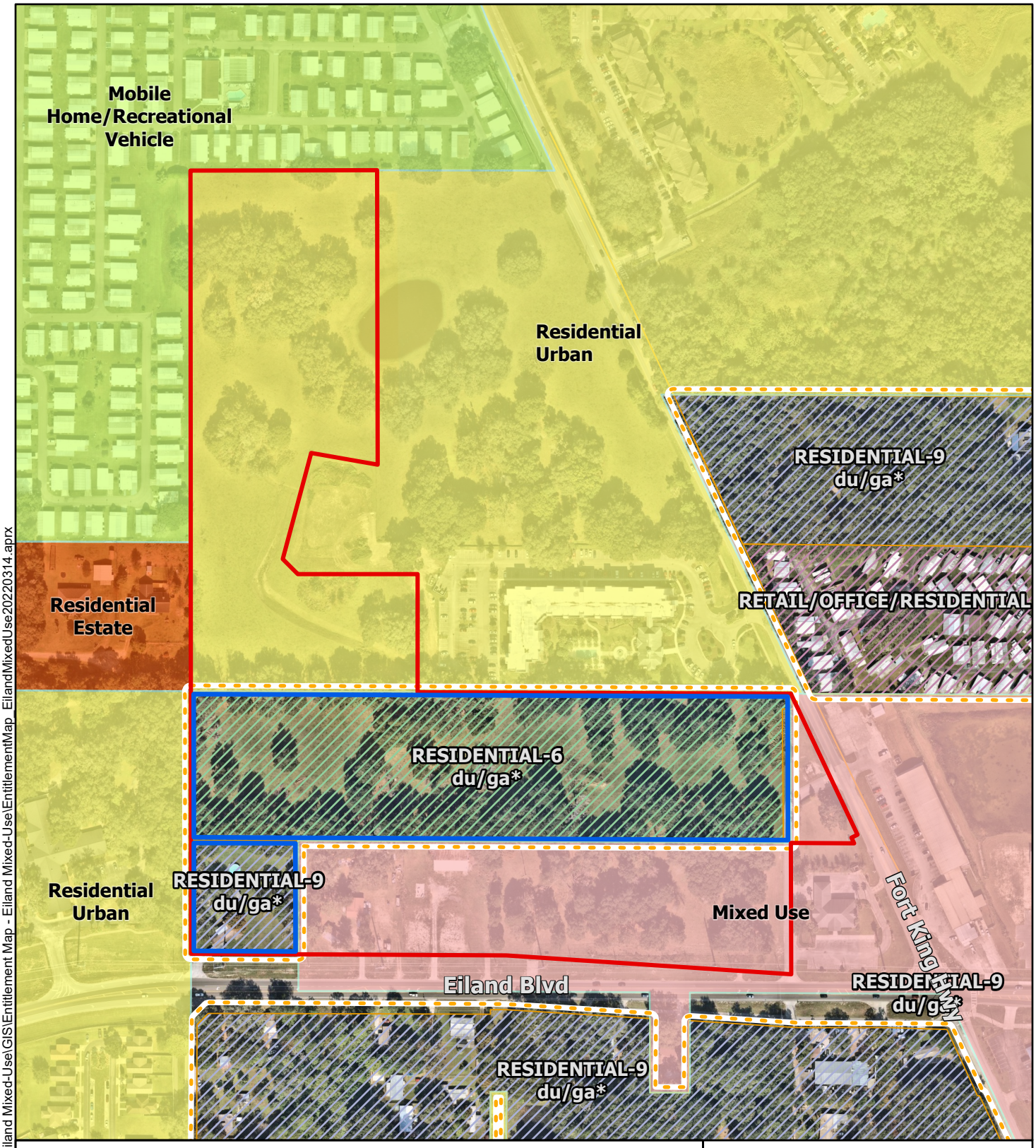
Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

ATTACHMENT 2

Future Land Use Maps

Existing Future Land Use

Proposed Future Land Use



Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Existing Future Landuse (Pasco)

- RESIDENTIAL-6 du/ga*
- RESIDENTIAL-9 du/ga*
- RETAIL/OFFICE/RESIDENTIAL

Existing Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

N

0 200 400

Feet

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Figure 3a: Existing Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 5 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

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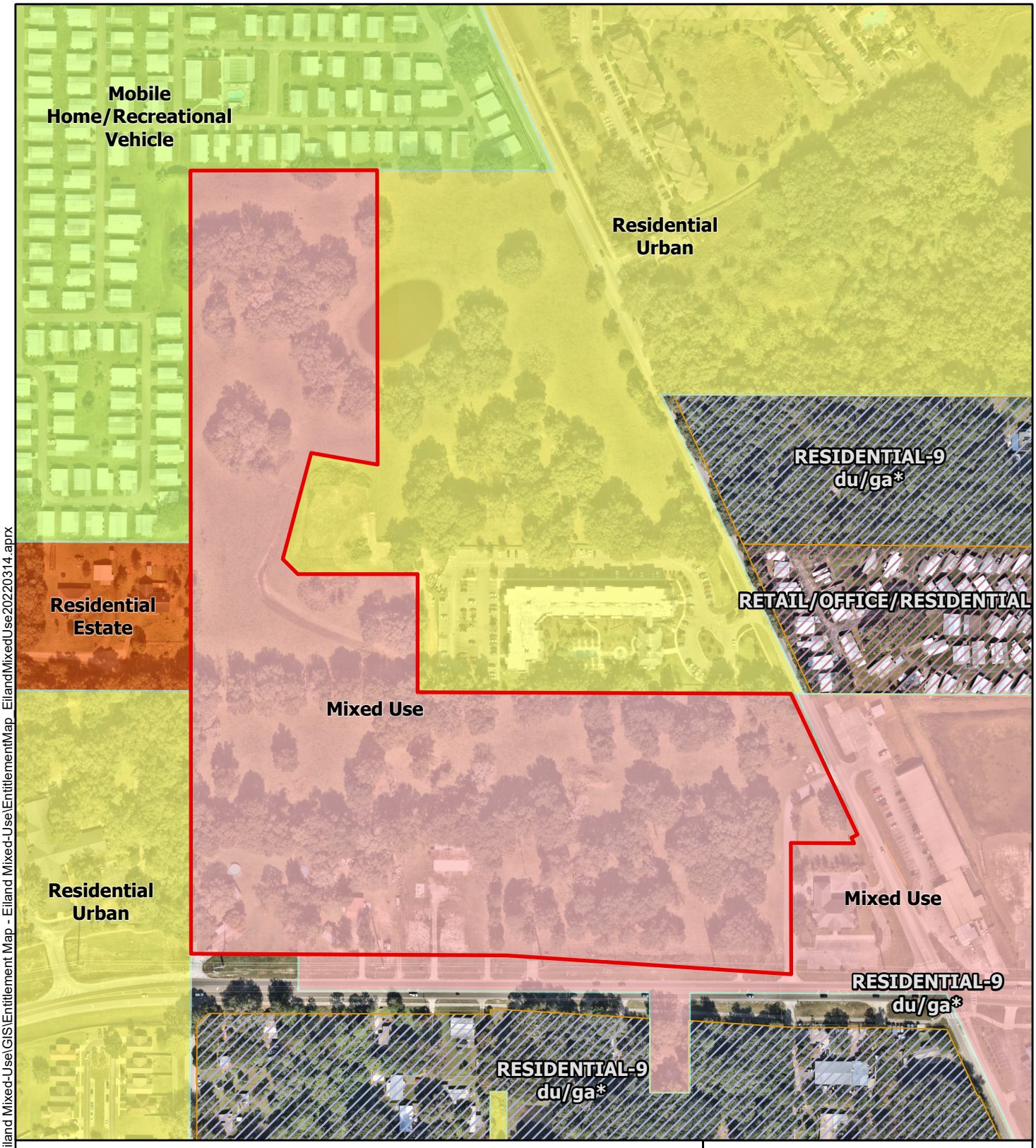

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Legend

- Subject Property Boundary

Proposed Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

Proposed Future Land Use (Pasco)

- EMPLOYMENT CENTER
- GATEWAY HUB

N

0 200 400

Feet

Disclaimer:
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Figure 3b: Proposed Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 6 of 9

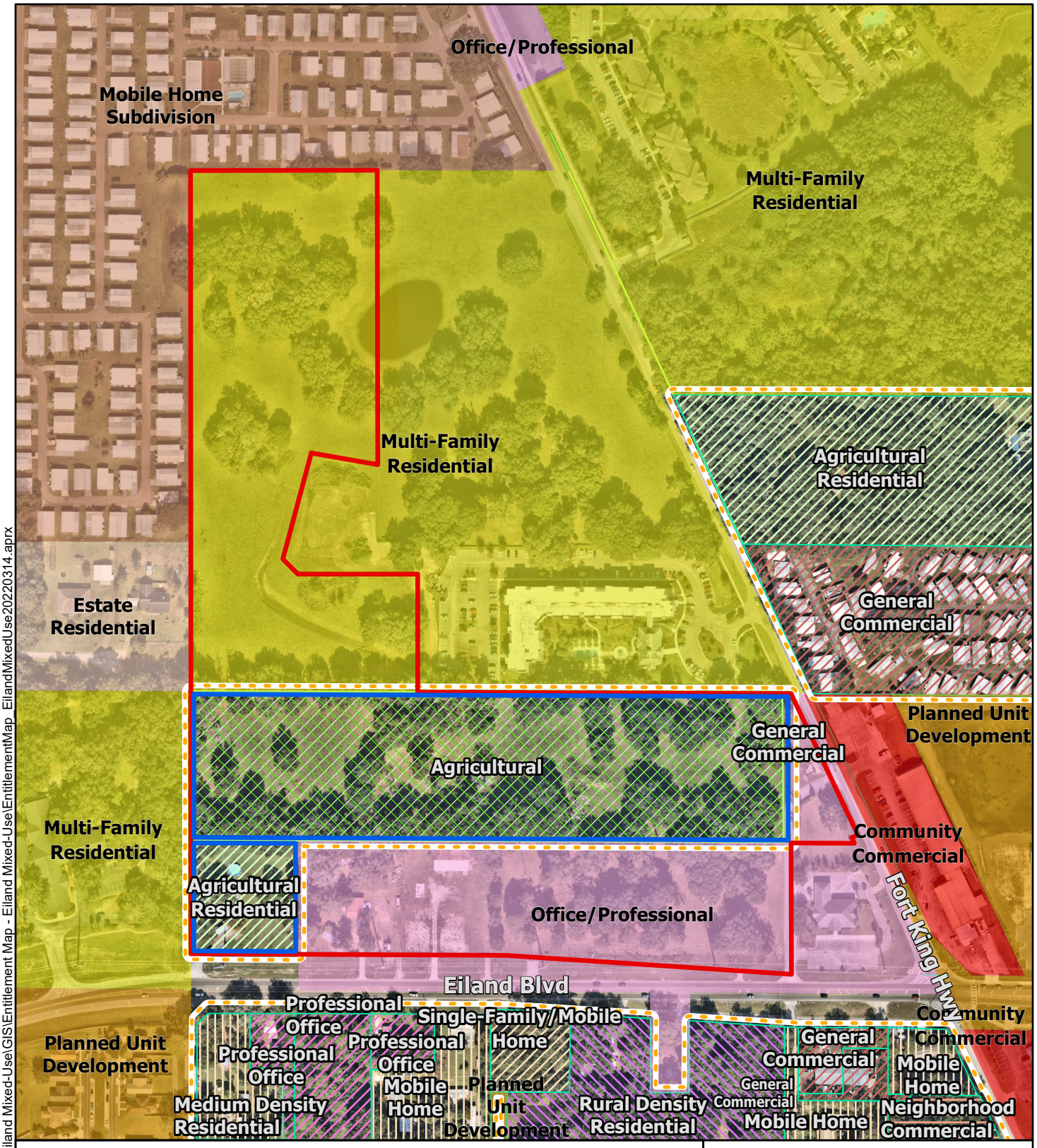
Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

ATTACHMENT 3

Zoning Maps

Existing City & County Zoning

Proposed Zoning



Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Zephyrhills City Zoning

- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Zoning

- Agricultural
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

0 200 400

Feet

Disclaimer:
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Figure 4a: Existing City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 3 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

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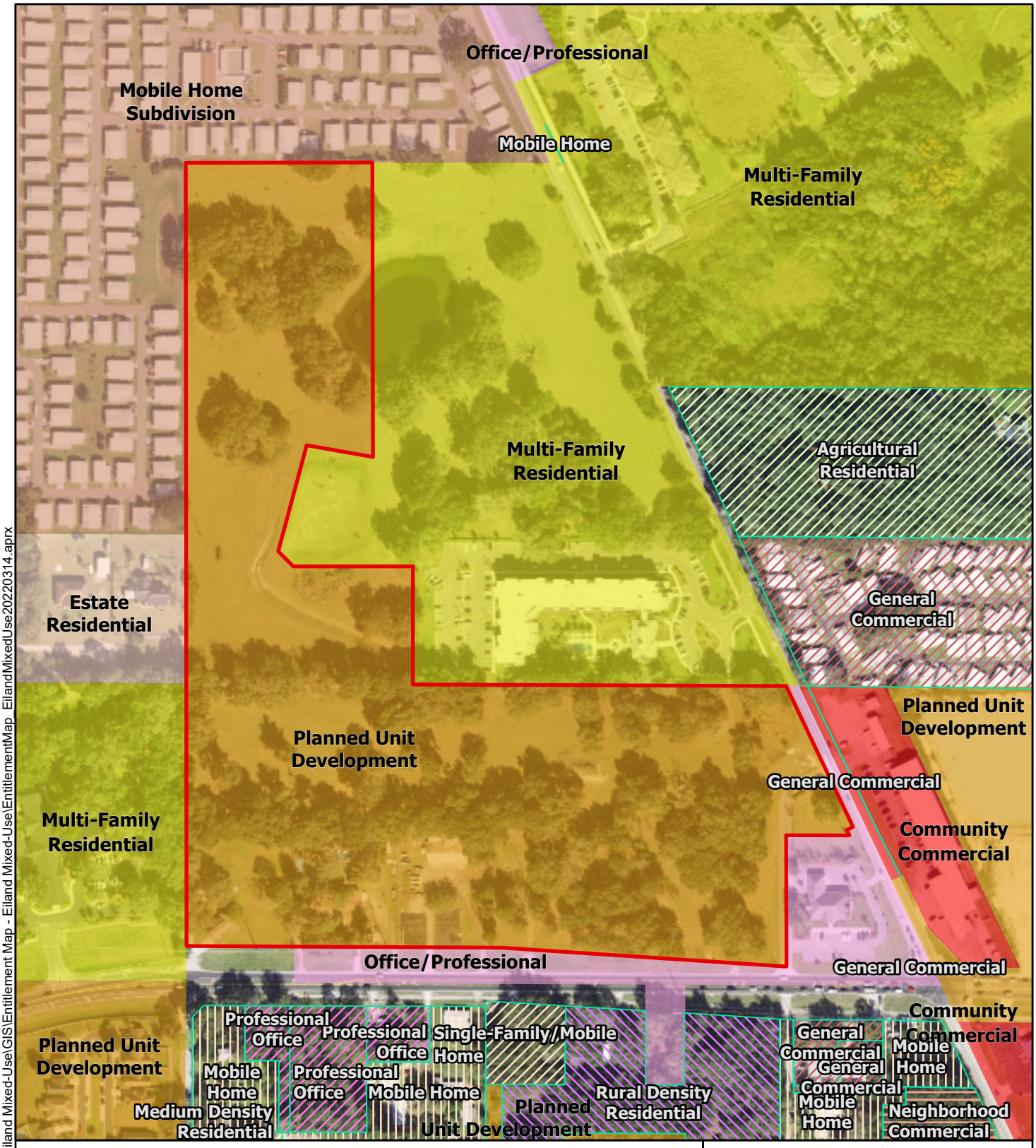

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Legend

Subject Property Boundary

Zephyrhills Proposed Zoning
- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Proposed Zoning
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

0 200 400

Feet

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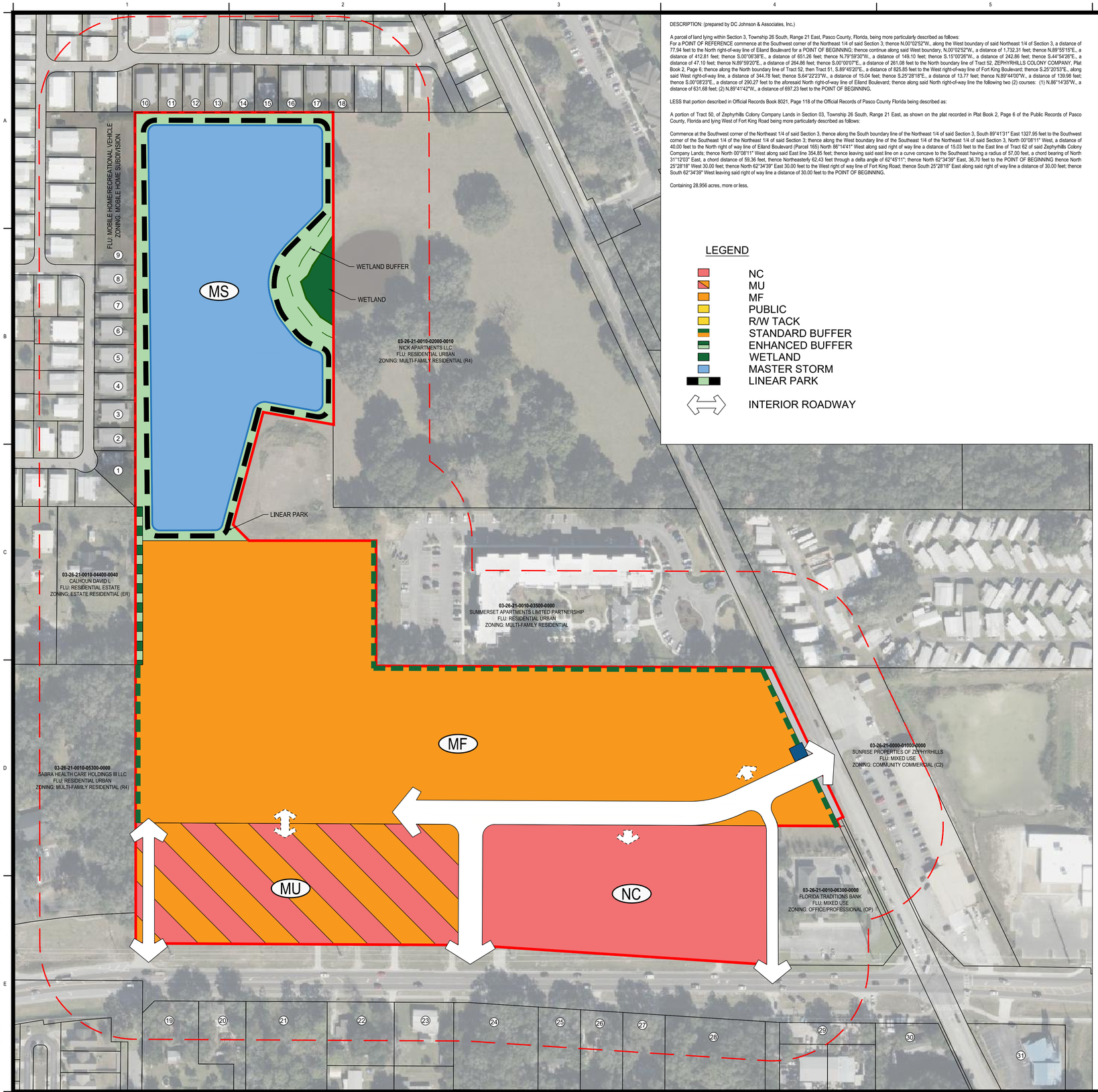
Figure 4b: Proposed City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 4 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

ATTACHMENT 4

Eiland Mixed Use PUD Master Plan



DESCRIPTION: (prepared by DC Johnson & Associates, Inc.)

A parcel of land lying within Section 3, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:
For a POINT OF REFERENCE commence at the Southwest corner of the Northeast 1/4 of said Section 3; thence N.00°02'52"W., along the West boundary of said Northeast 1/4 of Section 3, a distance of 77.94 feet to the North right-of-way line of Eiland Boulevard for a POINT OF BEGINNING; thence continue along said West boundary, N.00°02'52"W., a distance of 1,732.31 feet; thence N.89°55'15"E., a distance of 412.81 feet; thence S.00°06'38"E., a distance of 651.26 feet; thence N.79°59'30"W., a distance of 149.10 feet; thence S.15°00'26"W., a distance of 242.86 feet; thence S.44°54'26"E., a distance of 47.10 feet; thence N.89°59'20"E., a distance of 264.86 feet; thence S.00°00'07"E., a distance of 261.08 feet to the North boundary line of Tract 52, ZEPHYRHILLS COLONY COMPANY, Plat Book 2, Page 6; thence along the North boundary line of Tract 52, then Tract 51, S.89°45'20"E., a distance of 825.85 feet to the West right-of-way line of Fort King Boulevard; thence S.25°20'53"E., along said West right-of-way line, a distance of 344.78 feet; thence S.64°22'23"W., a distance of 15.04 feet; thence S.25°28'18"E., a distance of 13.77 feet; thence N.89°44'00"W., a distance of 139.98 feet; thence S.00°08'23"E., a distance of 290.27 feet to the aforesaid North right-of-way line of Eiland Boulevard; thence along said North right-of-way line the following two (2) courses: (1) N.86°14'35"W., a distance of 631.68 feet; (2) N.89°41'42"W., a distance of 697.23 feet to the POINT OF BEGINNING.

LESS that portion described in Official Records Book 8021, Page 118 of the Official Records of Pasco County Florida being described as:

A portion of Tract 50, of Zephyrhills Colony Company Lands in Section 03, Township 26 South, Range 21 East, as shown on the plat recorded in Plat Book 2, Page 6 of the Public Records of Pasco County, Florida and lying West of Fort King Road being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 3, thence along the South boundary line of the Northeast 1/4 of said Section 3, South 89°41'31" East 1327.95 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 3; thence along the West boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 3, North 00°08'11" West, a distance of 40.00 feet to the North right of way line of Eiland Boulevard (Parcel 165) North 86°14'41" West along said right of way line a distance of 15.03 feet to the East line of Tract 62 of said Zephyrhills Colony Company Lands; thence North 00°08'11" West along said East line 354.85 feet; thence leaving said east line on a curve concave to the Southeast having a radius of 57.00 feet, a chord bearing of North 31°12'03" East, a chord distance of 59.36 feet, thence Northeasterly 62.43 feet through a delta angle of 62°45'11"; thence North 62°34'39" East, 36.70 feet to the POINT OF BEGINNING thence North 25°28'18" West 30.00 feet; thence North 62°34'39" East 30.00 feet to the West right of way line of Fort King Road; thence South 25°28'18" East along said right of way line a distance of 30.00 feet; thence South 62°34'39" West leaving said right of way line a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 28.956 acres, more or less.

LEGEND

- NC
- MU
- MF
- PUBLIC
- R/W TACK
- STANDARD BUFFER
- ENHANCED BUFFER
- WETLAND
- MASTER STORM
- LINEAR PARK
- INTERIOR ROADWAY

SITE DATA

PARCEL ID:	03-26-21-0010-06200-0010; 03-26-21-0010-06200-0000; 03-26-21-0010-06100-0010; 03-26-21-0010-06100-0020; 03-26-21-0010-06100-0000; 03-26-21-0010-05100-0000; 03-26-21-0010-03500-0000; 03-26-21-0010-03600-0000; 03-26-21-0010-02000-0000; 03-26-21-0010-05100-0010;
PROJECT AREA:	29.38 AC (1,279,793 SF)
APPLICANT:	GOLFCOAST CONSTRUCTION
OWNERSHIP:	ACME DEVELOPMENT CORPORATION BISTON CLYDE A SUMMERSET APARTMENTS LIMITED
CURRENT FUTURE LAND-USE:	MIXED USE (CITY) RESIDENTIAL URBAN (CITY) RESIDENTIAL-9 (COUNTY) RESIDENTIAL-6 (COUNTY)
PROPOSED LAND-USE:	MIXED-USE (CITY)
CURRENT ZONING:	AC (COUNTY) AR (COUNTY) OFFICE/PROFESSIONAL (CITY) MULTI-FAMILY RESIDENTIAL (CITY)
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT (CITY)
MULTI-FAMILY (MF)	13.40 AC (583,486 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**267 UNITS**
MIXED USE (MU)	4.01 AC (174,763 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**80 UNITS**
COMMERCIAL USE	
MAX. FAR:	0.5
MAX. SF:	**87,381 SF**
NEIGHBORHOOD COMMERCIAL (NC)	3.92 AC (170,581 SF)
COMMERCIAL USE	
MAX FAR:	
MAX. SF:	**85,290 SF**
MASTER RETENTION (MR)	8.06 AC (350,9638 SF)
TOTALS	
TOTAL AREA:	29.38 AC (1,279,793 SF)
TOTAL RESIDENTIAL UNITS:	347 UNITS
MAX. TOTAL DENSITY:	11.98 UNITS/GROSS ACRE
TOTAL COMMERCIAL SPACE:	172,671 SF
MAX FAR:	0.14 FAR
UTILITIES:	
POTABLE WATER:	CITY OF ZEPHYRHILLS
RECLAIM WATER:	CITY OF ZEPHYRHILLS
SANITARY SEWER:	CITY OF ZEPHYRHILLS
ELECTRICAL:	DUKE ENERGY
COMMUNICATIONS:	FRONTIER; SPECTRUM
NATURAL GAS:	TECO | PEOPLES GAS

TABLE 1: Allowable Use Types

	NC	MU	MF
RESIDENTIAL			
APARTMENT BUILDING		■	■
BUNGALOW COURT		■	■
TOWNHOUSE		■	■
DUPLEX / MULTIPLEX		■	■
LIVE / WORK UNIT	□	□	
VILLA		■	■
CONDO		■	■
GROUP HOME		□	□
INTENSIVE CARE FACILITY		□	□
LODGING			
HOTEL	□	■	■
BED & BREAKFAST		□	□
INN (UP TO 12 ROOMS)	□	■	■
OFFICE			
FINANCIAL SERVICES	■	■	
MEDICAL OFFICE	■	■	
VETERINARY CLINIC	■	■	
GENERAL OFFICE	■	■	
WORK / LIVE UNIT	■	■	
RETAIL			
CONVENIENCE STORE	□		
GENERAL RETAIL (UNDER 25,000 SF)	□	□	
PHARMACY DRUG STORE	■	■	
MEDICAL MARIJUANA DISPENSARY	■	■	
RESTAURANT (CAFE, LESS THAN 2,500 SF)	■	■	
RESTAURANT FULL SERVICE	■	■	
RESTAURANT DRIVE-THRU	□	□	
COFFEE HOUSE / BAKERY	■	■	
PERSONAL SERVICES			
BEAUTY / BARBER SHOP	■	■	
LAUNDROMAT / DRY CLEANING	■	■	
FITNESS CENTER / GYM	■	■	
PET CARE SERVICES (INDOOR)	■	■	
REHABILITATIVE SERVICES	■	■	
FUNERAL SERVICES	■	■	
TATTOO / BODY PIERCING	■	■	
DAY SPA / TANNING SALON	■	■	
LICENSED MASSAGE ESTABLISHMENT	■	■	
COBBLER	■	■	
TAILORING & GARMENT REPAIR	■	■	

	NC	MU	MF
CIVIC			
BUS SHELTER	■	■	■
FOUNTAIN / PUBLIC ART	■	■	■
THEATER	□	□	
MUSEUM	□	□	
OUTDOOR AUDITORIUM	□	□	
PARKING STRUCTURE	■	■	■
PARK & PLAYGROUND	■	■	■
SURFACE PARKING	■	■	■
RELIGIOUS ASSEMBLY	□	□	□
AGRICULTURE			
COMMUNITY GARDENS / GREENHOUSE	■	■	
KENNEL			
AUTOMOBILE-ORIENTED			
GAS STATION			
AUTOMOBILE SALES / RENTALS			
AUTOMOBILE SERVICE / REPAIR			
CAR WASH			
EDUCATION			
COLLEGE	□	□	□
TRADE SCHOOL	□	□	□
GRADE SCHOOL (PUBLIC OR PRIVATE)			
CHILDCARE CENTER	□	□	□

■ BY RIGHT
□ BY WARRANT

By Right - Uses that are allowed within the PUD.

By Warrant - Uses that may be considered and will need City approval before being allowed.

If no box is present the use is not allowed within the PUD.

BGE, Inc.
2203 N. Lois Avenue, Suite G300
Tampa, FL 33607
Tel: 813-848-0901 • www.bgeinc.com
FL Registry No. 32116

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0 50' 100' 200'
SCALE: 1" = 100'

GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

MASTER PLAN

REV	DESCRIPTION	DATE	APR

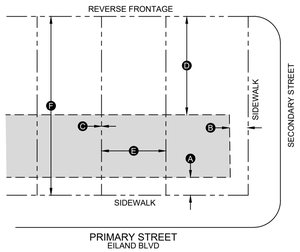
PROJECT NO.: 9927-00

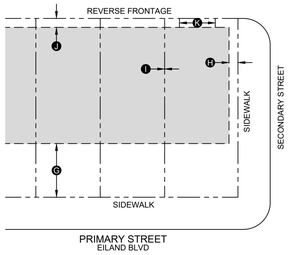
DESIGNED BY:	DRAWN BY:
AH	SK
REVIEWED BY:	DATE:
AH	9-14-2022

C1-1

G:\FLA\Projects\golf_coast_const\9972-00_Eiland Mixed Use\LDV\1_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout1 Plotted: 9/15/2022 10:43:19 AM

NC: Neighborhood Commercial





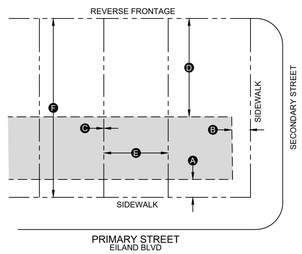
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

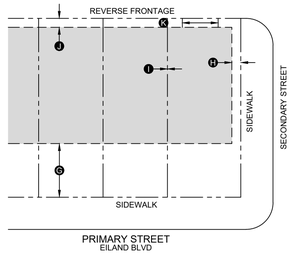
Building Form		
Height		
Main Building	1 Stories min. 2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" max. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' min.	K
See Table 2 for parking dimensions		
See Table 3 for shared parking		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail, Personal Service
Upper Floors	Residential, Lodging, Office, Retail, Personal Service
See Table 1 for specific regulations for each Use Type.	

MU: Mixed Use





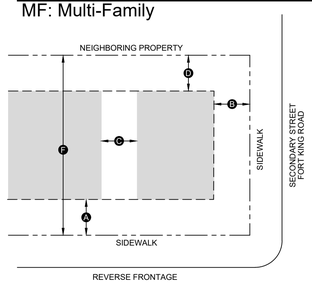
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

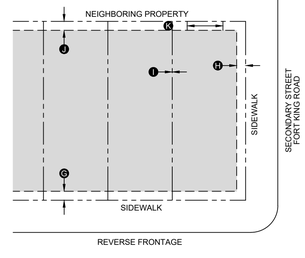
Building Form		
Height		
Main Building	2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Residential	1 space / 1 bed 1.5 space / 2 bed 2 space / 3+ bed	
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail & Personal Service
Upper Floors	Residential, Lodging, Residential Office
See Table 1 for specific regulations for each Use Type.	

MF: Multi-Family





Building Placement		
Setback (Minimum Distance from Property Line)		
Front	20'	A
Side	20'	B
Rear	20'	C
Separation (Minimum Between Buildings)		
Between Buildings	20'	D
Lot Size		
Width	25' min.	E
Depth	N/A	F
Miscellaneous		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

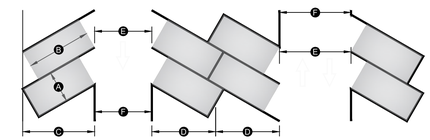
Building Form		
Height		
Main Building	4 Stories max.	
Ancillary Building	2 Stories max.	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Residential	1 spaces/ 1 bedroom 1.5 spaces/ 2 bedrooms 2 spaces/ 3+ bedrooms	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	5' min.	G
Side Street Setback	5' min.	H
Side Setback	5' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

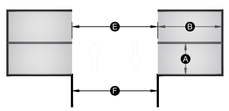
Allowed Use Types*	
Ground Floor	Residential & Lodging
Upper Floors	Residential & Lodging
See Table 1 for specific regulations for each Use Type.	

TABLE 2: Parking Geometry						
Standard		90°	60°	45°	0°	
		9'	9'	9'	8'	A
		18'	18'	18'	18'	B
	Exterior		20.1'	19.1'		C
	Interior		18'	16'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	
Compact		90°	60°	45°	0°	
		8'	8'	8'	7'	A
		16'	16'	16'	16'	B
	Exterior		17.9'	17'		C
	Interior		15.9'	14.2'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	

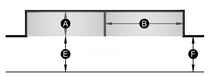
Miscellaneous	
Handicap parking spaces to be provided per ADA standards.	
25% of the total parking spaces provided may be compact. Compact spaces may be increased to 50% if vehicle charging station(s) are provided on site.	
Aisle width not along parking.	F



ANGLED PARKING (60° & 45°)

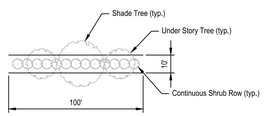


PERPENDICULAR PARKING (90°)



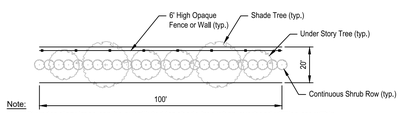
PARALLEL PARKING (0°)

Standard Buffer
(for every 100 LF)
• 1 Shade Tree
• 2 Under Story Trees
• 2' High Berm (2' average height, 1' min.) Along Right-Of-Way



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.

Enhanced Buffer
(for every 100 LF)
• 2 Shade Trees
• 4 Under Story Trees
• Continuous Row of Shrubs 18" High @ Planting
• 6' High Opaque Fence or Wall (see note #2)
• 3' High Berm (3' average height, 2' min.)



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.
2. Walls and fences will follow ZLDC 7.07.00

SHARED PARKING FACTOR

Function	with	Function
RESIDENTIAL		RESIDENTIAL
LODGING		LODGING
OFFICE		OFFICE
RETAIL		RETAIL

1
1.1 1.1
1 1
1.4 1.4
1.2 1.7 1.7 1.2
1 1
1.3 1.3
1.2 1.2
1

Table 11: Parking Calculations. The Shared Parking Factor for two Functions, when divided into the sum of the two amounts as listed on the Required Parking table below, produces the Effect Parking needed for each site involved in sharing. Conversely, if the Sharing Factor is used as a multiplier, it indicates the amount of building allowed on each site given the parking available.

PARCEL DETAILS:
1. 03-26-21-0170-00000-1310
COMTOIS PAUL HEWETT & ZAMPIER JEAN COMTIOS
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

2. 03-26-21-0170-00000-1320
NESBITT HARWOOD R & REID WENDY R
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

3. 03-26-21-0170-00000-1330
ARMSTRONG RICHARD A & CAROLYN N
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

4. 03-26-21-0170-00000-1340
DENNIS ROBERT S & ROSEMARIE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

5. 03-26-21-0170-00000-1350
SUMMERS MURRAY & MARGARET
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

6. 03-26-21-0170-00000-1360
YORK ROYCE R & RANDY A
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

7. 03-26-21-0170-00000-1370
OCHSENRIDER JOAN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

8. 03-26-21-0170-00000-1380
LIGGETT JOAN & COUGHLIN MARGARET ANN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

9. 03-26-21-0170-00000-0RP1
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

10. 03-26-21-0170-00000-1470
COPELAND WILLARD J JR & DOROTHY L
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

11. 03-26-21-0170-00000-1480
LEMAY BERNARD J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

12. 03-26-21-0170-00000-1490
DEMATTEO DEBORAH ET AL
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

13. 03-26-21-0170-00000-1500
TURNER ALAN R & LORRAINE E
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

14. 03-26-21-0170-00000-1510
ROOT BRADLEY & KATHLEEN M
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

15. 03-26-21-0170-00000-0SA0
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

PARCEL DETAILS:
16. 03-26-21-0170-00000-2000
HOLMAN TANYA DAUER
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

17. 03-26-21-0170-00000-1990
WEBSTER DAVID T & MARY J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

18. 03-26-21-0170-00000-1980
RIGTERINK RODNEY ALLEN & ROCHE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

19. 03-26-21-0010-06800-0050
HAMZA MOHAMMAD ANFAS L K G AHA
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)

20. 03-26-21-0010-06800-0040
RAHMAN SHAMS UR
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT(PO1)

21. 03-26-21-0010-06800-0020
PARS PROPERTIES INVESTMENT GROUP INC
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT (PO1)

22. 03-26-21-0010-06800-0010
MARTINEZ ALCIDES JAVIER & MART
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT (PO1)

23. 03-26-21-0010-06800-0030
BOUCHER RONALD E
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME(RMH)

24. 03-26-21-0010-06700-001A
PENDERGAST MICHAEL R JR
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)

25. 03-26-21-0010-06700-001C
BAXTER DENNIS C & KATHERINE J
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)

26. 03-26-21-0010-06700-0011
STEVENS PAULETTE
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)

27. 03-26-21-0010-06700-0010
DUNTON AMANDA & ROBERT III
CURRENT FUTURE LAND USE:
CURRENT ZONING: MIXED USE (MU)

28. 03-26-21-0010-06700-0000
PAK INVESTMENTS LLC
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)

29. 03-26-21-0010-06600-0030
MAXON ROBERT A & CHERYLL
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: GENERAL COMMERCIAL (C2)

30. 03-26-21-0010-06600-0010
MAXON ROBERT A & CHERYLL
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)

31. 03-26-21-0020-00000-0022
CB & MM INVESTMENTS LLC
CURRENT FUTURE LAND USE: MIXED USE (MU)
CURRENT ZONING: COMMUNITY COMMERCIAL (C2)

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Tampa, FL 33607
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GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

DETAILS AND NOTES

REV	DESCRIPTION	DATE	APR

PROJECT NO.: 9927-00

DESIGNED BY:	DRAWN BY:
AH	SK
REVIEWED BY:	DATE:
AH	9-14-2022

C1-2

G:\FLA\Projects\golf_coast_const\9927-00_Eiland Mixed-Use\LDD\1_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout 2 Plotted: 9/15/2022 8:35:04 AM

ATTACHMENT 5

Potable Water

Eiland Utility Demand Calculations

05/31/2022

Potable

Parcel (ac)	Unit Type (Type)	Unit Count (# or sq-ft)	Residential Unit (persons)	Total Residential Units (ERU)	ERU (gal/day/ERU)	ADF (gpd)	ADF (GPM)	MDF (GPM)
14.3	MF	286	2.5	715	300	214500	149	501
3.4	MF	68	2.5	170	300	51000	35	119
	Office/Retail	74052	-	-	-	-	5	10
3.8	Office/Retail	82764	-	-	-	-	6	11
							195	**641**

Notes:

1. Design criteria based off *"Technical Standards for Water Distribution System Construction Specification Manual City of Zephyrhills, Florida,"* April 2020.
2. ADF for domestic calculated 300 gal per day per equivalent unit, with 2.5 persons per multi-family dwelling unit.
3. MDF for multi-family units calculated using 0.7 GMPM per dwelling unit.
4. Office/Retail demands are estimated based on *"Public Facilities Element City of Zephyrhills 2025 Comprehensive Plan."*
5. Office/Retail potable demands are back calculated from sewage estimated flows.
6. Office/Retail potable demand = sewage demand x 1.25.
7. Office/Retail MDF peaking factor assumed to be 2 x ADF.

ATTACHMENT 6

Wastewater

Eiland Utility Demand Calculations

05/31/2022

Sanitary

Parcel (ac)	Unit Type (Type)	Unit Count (# or sq-ft)	Residential Unit (persons)	Total Residential Units (ERU)	Estimated Domestic Sewage Flows (gpd)	ADF (gpd)	ADF (GPM)
14.3	MF	286	2.5	715	450	321750	223
3.4	MF	68	2.5	170	450	76500	53
	Office/Retail	74052	-	-	0.1	7405.20	5
3.8	Office/Retail	82764	-	-	0.1	8276.40	6
							287

Notes:

1. Office/Residential demands are estimated based on *"Public Facilities Element City of Zephyrhills 2025 Comprehensive Plan."*
2. Assumed 3 bedroom apartments for conservative assumption.

ATTACHMENT 7

Justification Report

Shelly M. Johnson, Esq.

SHELLY MAY JOHNSON, PA
ATTORNEYS AT LAW
6400 Madison Street, New Port Richey, Florida 34652
TELEPHONE: (727) 376-7300
FAX: (727) 376-7337

Mixed Use Development Annexation; FLUM and Rezoning Amendments Application

AMENDED PD ZONING REPORT AND PROJECT NARRATIVE

This land use amendment and rezoning to a mixed-use development (PUD) is in conjunction with a corresponding annexation into the city and a large-scale comprehensive plan amendment (CPAL) to the Mixed Use (MU) Future Land Use (FLU) classification. The area subject to this rezoning, CPAL, and annexation is located West of Fort King and North of Eiland Blvd.

As a result of the annexation, a City FLU classification and Zoning District are required. In order to ensure the smooth transition of the area from unincorporated Pasco County into the City, the applicant is submitting all three (3) applications concurrently.

The Applicant is proposing a mixed-use development of retail/office and multifamily development. The Applicant is proposing a density of 286 multi- family du's with the potential to develop 60 additional multi-family units abutting Eiland Blvd. The 286 units will be part of a larger mixed used development with the parcels directly abutting Eiland Blvd which are proposed with this request to be developed with either/or of retail and office or an additional 60 multi-family units.

1. ANALYSIS FOR COMPLIANCE

A. Consistency with the Comprehensive Plan

The proposal includes an annexation of property in conjunction with a corresponding land use amendment from County RES-6 to the City's MU FLUM designation. The area is comprised of a variety of land uses included County ROR (Retail Office Residential) and RES-9.

FUTURE LAND USE ELEMENT

The City of Zephyrhills is situated as the center of a growing urban region. While opportunities exist for significant new development within the city boundaries and expansion is expected through annexation, the City is strongly focused on infill and redevelopment and the management of its growth through enhanced annexation policies and improved coordination with Pasco County. The Comprehensive Plan policies provide a framework for Mixed use land use categories.

The purpose of the Mixed-Use category is to achieve a more balanced mix of uses to increase convenience and provide greater transportation choices. When a wide variety of uses are located in close proximity to each other, walking and bicycling become practical alternatives to automobile travel. Such areas would support objectives for improved mobility and reduced congestion. Infill development success can be enhanced by planning a mutually supportive mix of uses. The mixing of uses can add variety and vitality to an area, making it a more attractive, interesting place to live. In addition, convenient commercial and personal services, readily accessible to work sites and residential areas, and convenient cultural or recreational amenities can enhance the attractiveness of infill development. Infill development can fill gaps to benefit the entire neighborhood including existing residents, for instance by including a grocery store or park where none exists.

Locational Characteristics
This category is generally appropriate to locations within the urban area that are appropriate for more intensive residential, office and retail commercial uses. These areas are typically in close proximity to and served by the arterial highway network where mixed use developments allow interaction among land uses and encourage mass transit and non-vehicular trips.

Residential. This category encompasses the full range of residential uses including single family detached units, single family attached (duplex/triplex) units, multi-family developments, and mobile homes, mobile home parks and subdivisions, recreational vehicle campgrounds.

Availability of Facilities and Services to Serve Existing Land Uses

Traffic Circulation. All areas of the city are served by adequate transportation facilities. All roadways are operating at acceptable levels of service although deficiencies for US 301 are projected during the planning period.

Sanitary Sewer. The wastewater collection and treatment system are expected to have adequate capacity during the planning period. The wastewater treatment plant has been retrofitted to provide treated wastewater for reuse.

Solid Waste The Pasco County Resource Recovery Facility, with a design capacity of 1,050 tons per day, provides adequate solid waste disposal for the County, its municipalities, and municipalities outside Pasco County. The City is responsible for solid waste collection.

Drainage There are few areas of the City which experience flooding with average rain events. Areas that have experience flooding recently are the Silver Oaks and Meadowood subdivisions. Measures are being taken by the City to conduct a city-wide master stormwater drainage plan. The plan will identify areas with drainage problems and solutions. Otherwise, the City system appears to be operating at a satisfactory level relative to the issue of flooding. As new development and redevelopment are permitted, stormwater facilities are being brought up to current standards per Southwest Florida Water Management District rules.

Potable Water
The Public Facilities Element indicates that the potable water distribution system will be adequate throughout the planning horizon.

As evidenced by the remainder of the application narrative, reports and data , the development proposal comports with a variety of Goals Objectives and Policies of the City's Comprehensive Plan such as:

GOAL LU-1:	To achieve an economically and diversified tax base that ensures: a. that the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base.
POLICY LU-1-6-2:	The Mixed Use (MU) land use designation shall recognize areas well-suited for mixed use with intensive residential, office, and retail development and shall be consistent in character with surrounding uses, transportation facilities, and natural resources. The mixed-use nature of this category is intended to reduce, and possibly eliminate, the proliferation of strip commercial development in the City and reduce vehicle miles traveled through internal capture
POLICY PUB-1-2-2:	No building permits will be issued for new residential, office or commercial development which is not served by a public water supply.
POLICY PUB-5-2-1:	The design of drainage facilities shall comply with the ambient water quality standards of SWFWMD, DEP, and Chapter 17 – 25 and other applicable water quality regulations for discharge.
POLICY PUB-5-1-2:	Developers will be financially responsible for on-site stormwater detention.
POLICY PUB-4-1-2:	New development or redevelopment is not permitted unless the finished floor elevation is at least 8 inches above the crown of the adjacent road unless waived by the Building Official and at or above the 100-year flood elevation.

POLICY PUB-4-1-3:	All new development or redevelopment is required to provide on-site retention of stormwater of sufficient capacity to assure that post-development runoff is no greater than pre-development runoff. The adopted level of service standard is a 25-year storm of 3.6 inches of rainfall in 1 hour. Improvements undertaken to correct existing localized ponding of water will be based on meeting or making progress toward achievement of the adopted LOS standards for drainage facilities.
POLICY PUB-2-2-2:	The City will vigorously enforce present policy to require all development to connect to a public sewer when the wastewater collection line is within 200 feet of the property.
POLICY PUB 2-2-3:	Future annexations will not be approved if existing of proposed development is/would be on septic tanks and lies within an area of concern as described above unless the landowner and City agree to extend the wastewater collection system.

B. Consistency with F.S. 163 & 171

The proposal complies with F.S. 171. The property is adjacent to city property and the annexation will not create an enclave.

Staff should note that pursuant to Section 163.3177(6)(a)4, the amount of land designated for future land uses should allow the operation of real estate markets to provide adequate choices for permanent and seasonal residents and may not be limited solely by the projected population. According to Section 163.3177(6)(a)8, F.S. Future Land Use map amendments shall be based on the following analyses:

a. An analysis of the availability of facilities and services.

See Exhibit C and the enclosed Transportation Study. The proposed amendment is consistent with available water supplies, public facilities and services. The developer will be providing the necessary infrastructure to make the connections to Utilities.

b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

See the Environmental and Cultural Assessment reports were submitted with the original

package

c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

See Exhibits A and B. Additionally the proposed development is uniquely situated between an existing multi-family development, a mobile home park, and nonresidential uses. A mixed-use development as proposed provides for infill development as well as a transitional use for the surrounding area. This mixed-use community will provide the necessary supply of residential housing stock (see Exhibit A) that is currently in under-supply and will thus strengthen and diversify the community's economy by providing a diversity of housing options as well as new employment options and opportunities. All of these factors will work collectively to make this area a vibrant economic contributor to the City's economy.

D. Consistency with LDC (Zoning) Ordinances and City Ordinances

Please see the enclosed Plan which has been created consistent with the applicable comprehensive plan goals and objectives and land development regulations. The intent of the planned development (PD) district is to encourage more creative and imaginative design than generally is possible under conventional zoning regulations. The Applicant has provided analysis as well as a variety of reports, cultural, environmental, transportation that demonstrates that the development will efficiently utilize the available land and will protect and preserve to the extent possible, natural features of the land such as trees, streams and topographic features. The development will provide for harmonious and coherent site and building design that creates a sense of place and is located in an area in which transportation, police and fire protection, other public facilities and public utilities, including sewerage, are available and adequate for the uses proposed.

d. Local Development Pattern

As can be seen on the Plan, the zoning results in a logical and orderly development pattern. The properties are surrounded by commercial and residential urban density development. The office and neighborhood commercial uses along Eiland Blvd. and the multi-family development transitioning north into additional existing multi-family development at this intersection is an appropriate transition in the development pattern that has been established for this area. the proposed development is uniquely situated between an existing multi-family development, a mobile home park, and non-residential uses. A mixed-use development as proposed provides for infill development as well as a transitional use for the surrounding area. This mixed-use community will provide the necessary supply of residential housing stock (see Exhibit A) that is currently in under-supply and will thus strengthen and diversify the community's economy by providing a diversity of housing options as well as new employment options and opportunities. All of these factors will work collectively to make this area a vibrant economic contributor to the City's economy.

e. Pre-Mature Development

See Exhibit B. The proposed zoning district will not create premature development. It is in an already developed area that is targeted for annexation and growth pursuant to the City

Comprehensive Plan. The parcel being annexed is surrounded by City properties and its annexation into the city meets all applicable statutory requirements as set forth herein.

2. SUITABILITY ANALYSIS -Water, Sewer, Emergency Services, Schools, Parks.

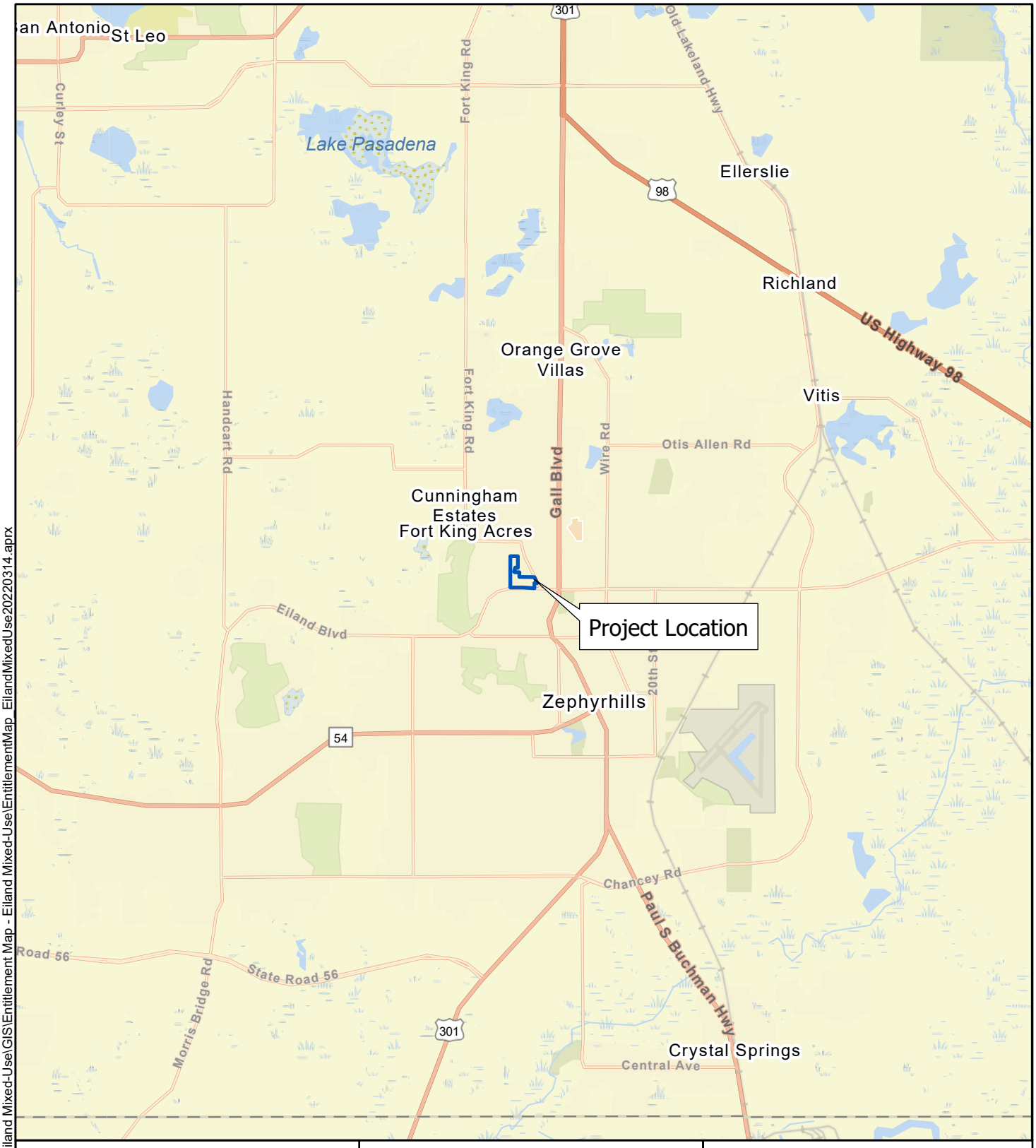
Further facilities analysis and capacity demands of the proposed development are being provided with this amendment. The following standard condition of approval is anticipated to be included as well for this project addressing public facilities: The City shall provide water and/or wastewater service to the project. A utility service agreement shall be executed and a master utility plan for the project shall be submitted for review and approval prior to construction plan approval. The developer shall construct all water and wastewater facilities within the development to current City standards. The development will be required to build a neighborhood park. There is also a YMCA in close proximity to the development. The site will be served by Pasco County Schools and Fire and City Police Services. There are two Pasco County Fire Stations in close proximity to the site, Station #16 and #25.

3. RESIDENTIAL IMPACT STATEMENT

The property is surrounded by residential and non-residential development including but not limited to existing apartments, a hospice facility, mobile home park, a bank and VA clinic under construction. The Applicant has included a variety of raw data in this package regarding the population growth projections in the area and the significant need for additional housing to the area as well as housing types to address the existing housing affordability crisis. Given the existing mix of development surrounding the property and the availability of sufficient infrastructure to serve it, no o negative impacts are anticipated.

Exhibit List

Deeds
Concept Plan
Existing Future Land Use
Proposed Future Land
Existing Zoning
Proposed Zoning
Natural Resources
Aerial Map of Site and Surrounding Area
Topographic and Survey
Cultural Assessment
Environmental Report
Traffic Methodology





N

0 1 2

Miles

Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.

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Figure 1: Location Map
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 1 of 9

Prepared By: BGE	Scale: 1:90,000
Job No.: 9585-00	Date: Mar 14, 2022

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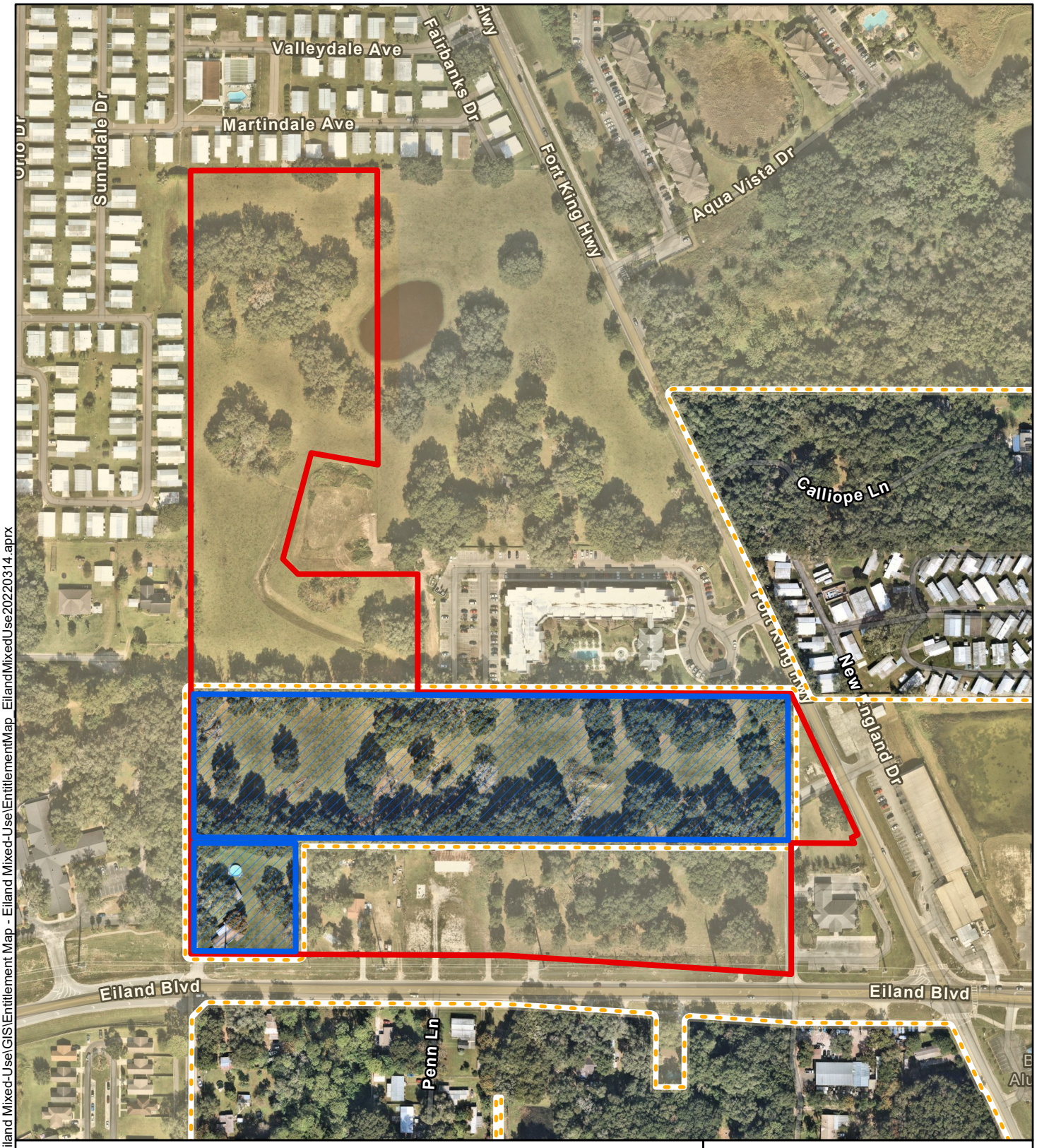

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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Basemap: NearMap November 14, 2021

N

0 200 400

Feet

Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.

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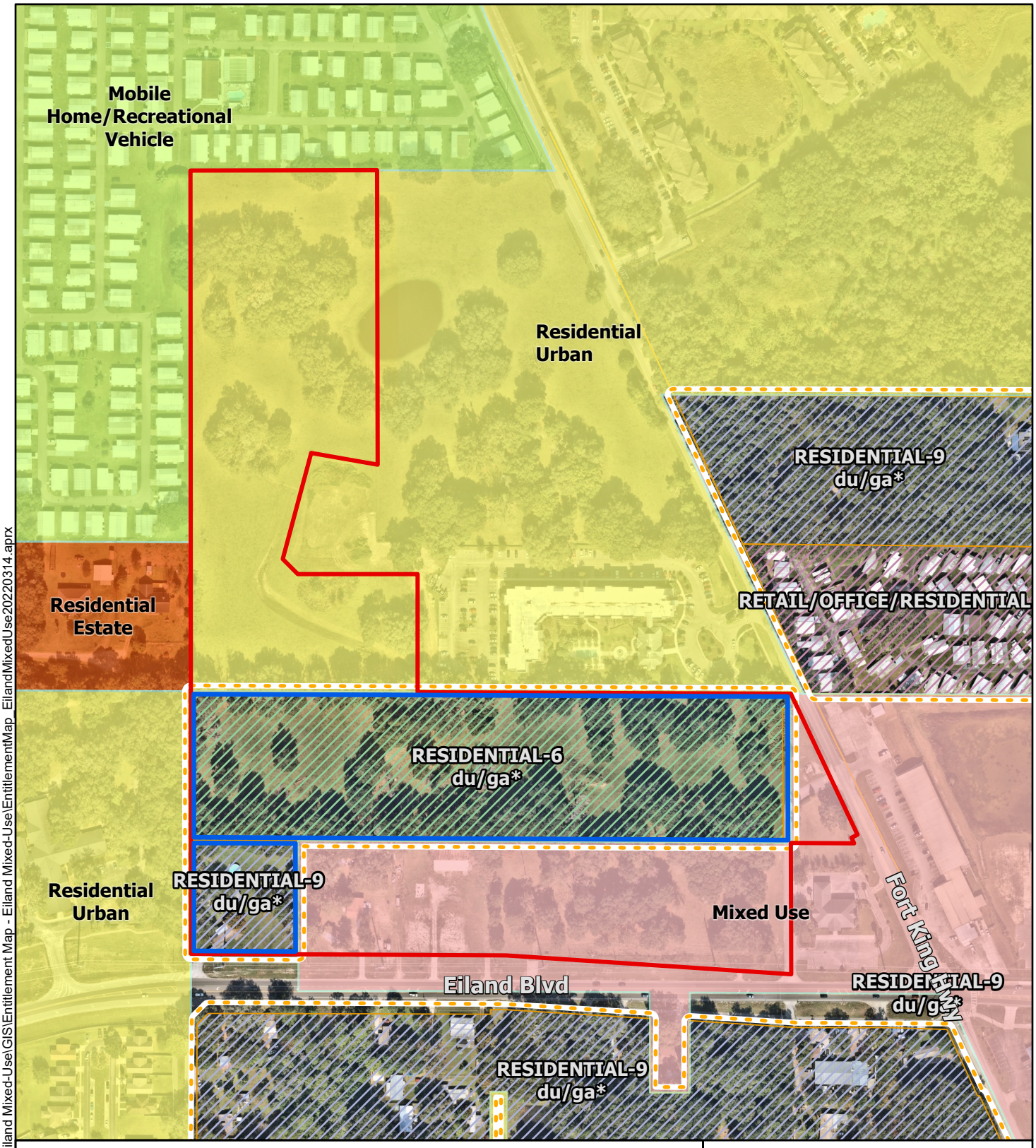
Figure 2: Aerial Project Location
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 2 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Existing Future Landuse (Pasco)

- RESIDENTIAL-6 du/ga*
- RESIDENTIAL-9 du/ga*
- RETAIL/OFFICE/RESIDENTIAL

Existing Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

N

0 200 400

Feet

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Figure 3a: Existing Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 5 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

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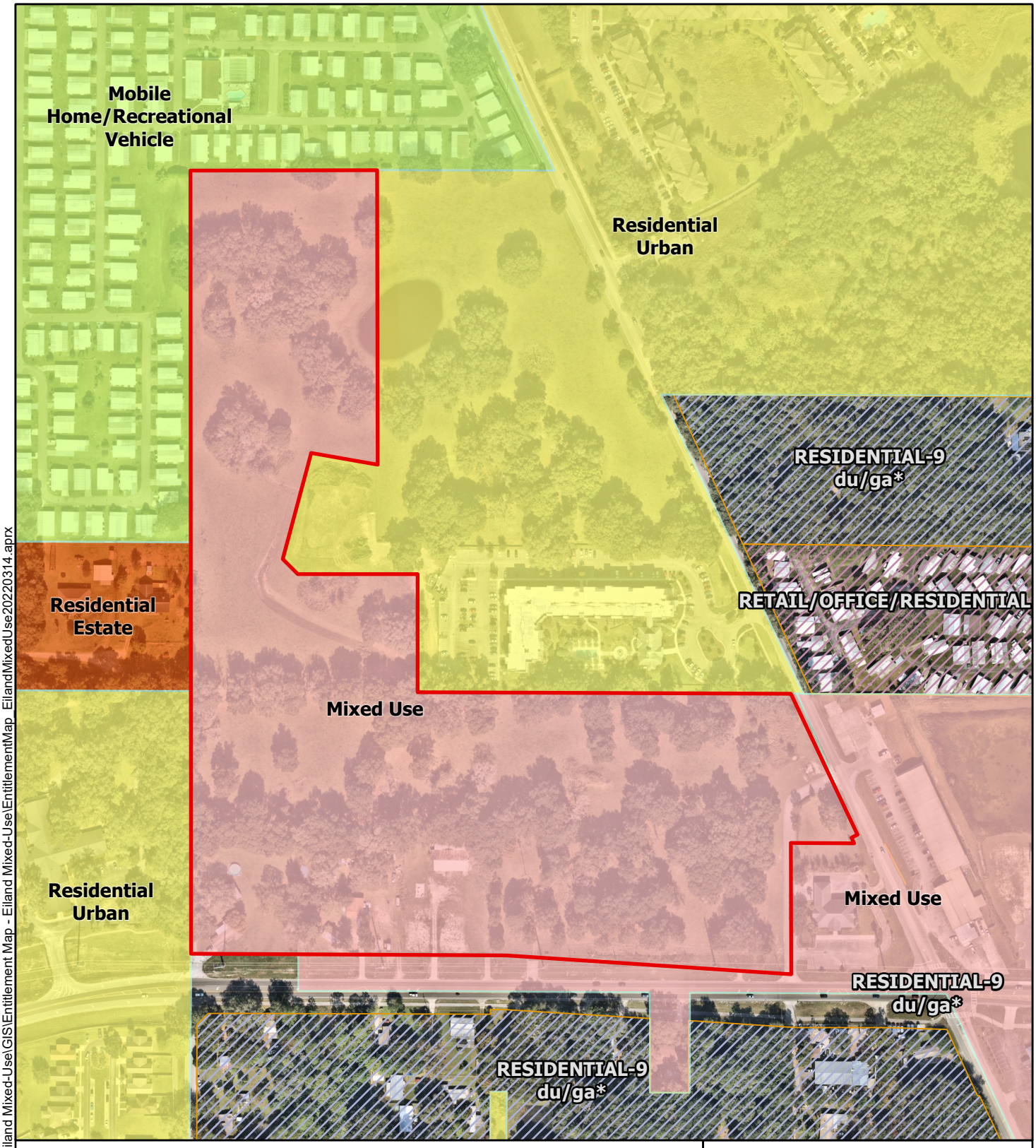

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Legend

- Subject Property Boundary

Proposed Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

Proposed Future Land Use (Pasco)

- EMPLOYMENT CENTER
- GATEWAY HUB

N

0 200 400

Feet

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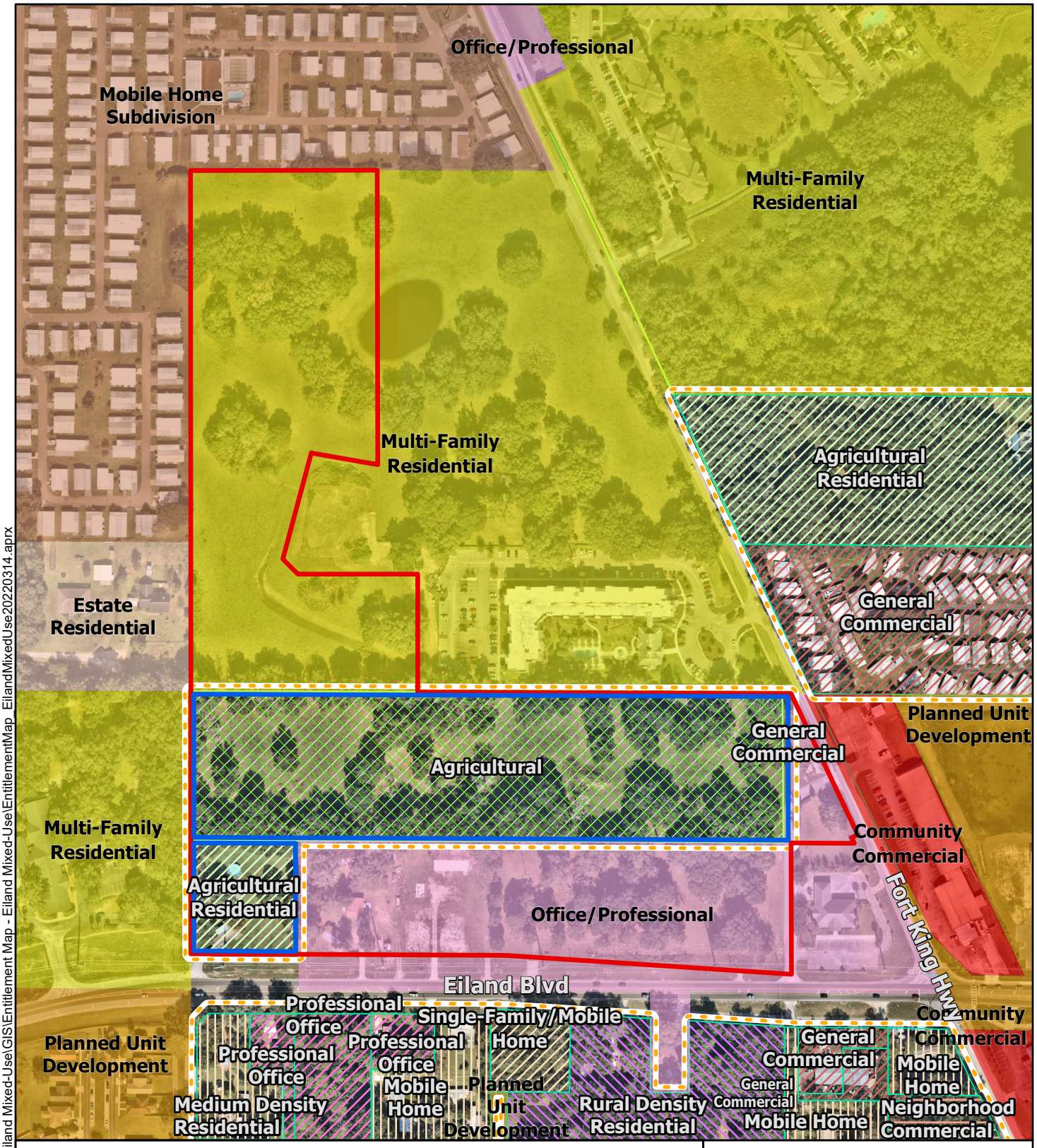
Figure 3b: Proposed Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 6 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Zephyrhills City Zoning

- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Zoning

- Agricultural
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

0 200 400

Feet

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Figure 4a: Existing City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 3 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

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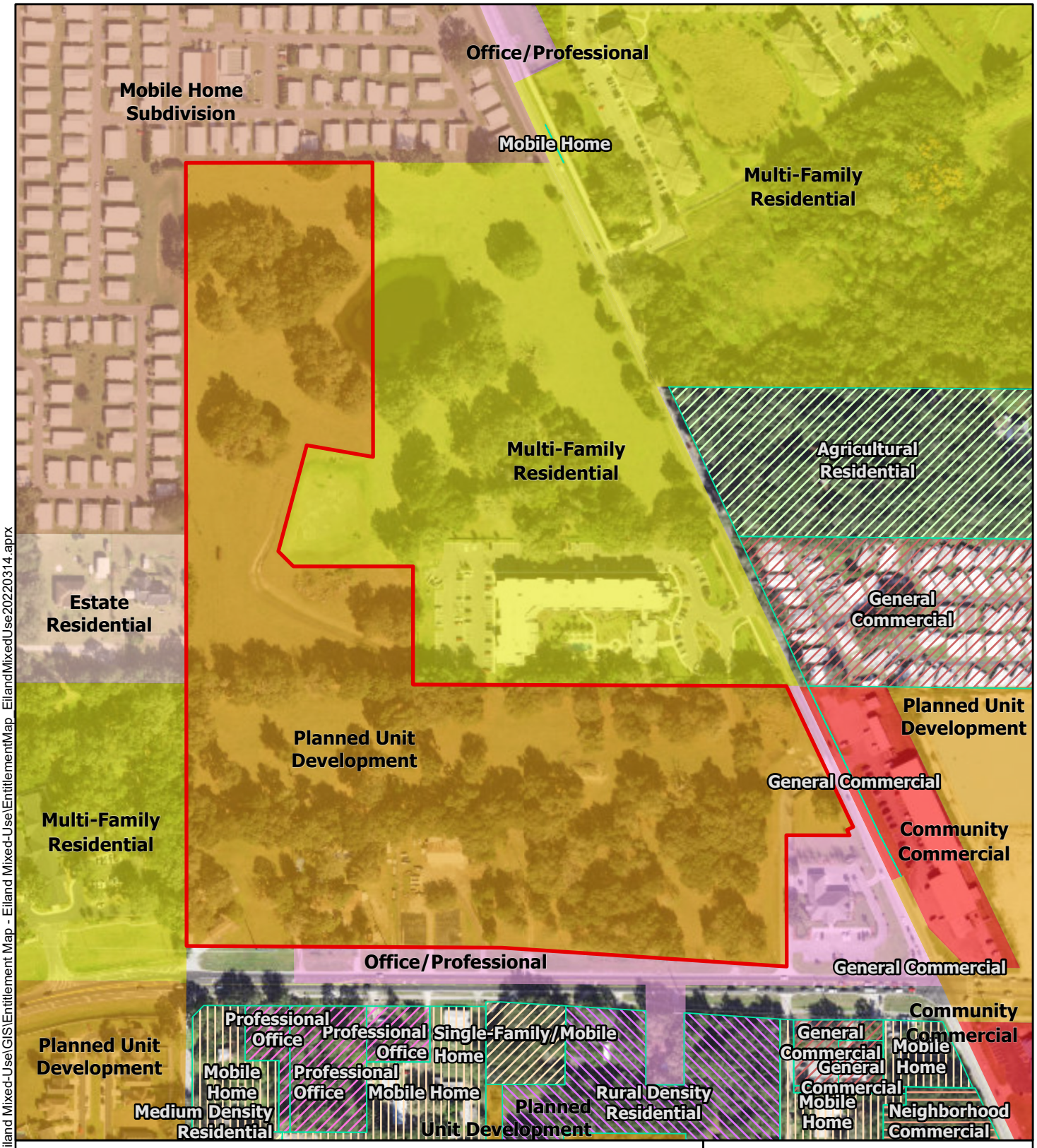

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Legend

Subject Property Boundary

Zephyrhills Proposed Zoning
- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Proposed Zoning
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

0 200 400

Feet

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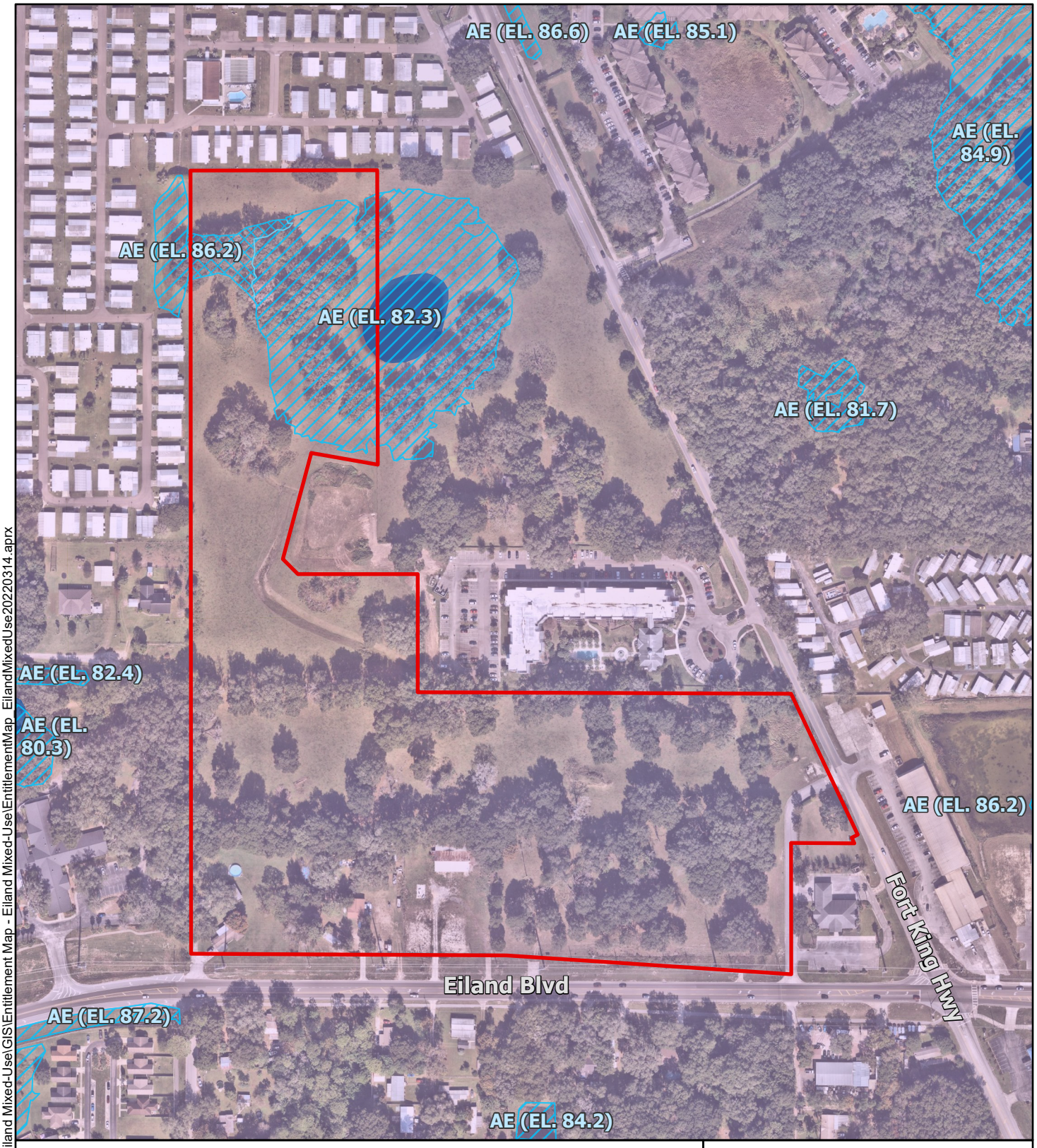
Figure 4b: Proposed City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 4 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Subject Property Boundary
- Lake
- Aquifer Recharge Zone (Recharge 0.01 - 3 inches/yr)

Zone

- A
- AE
- X

N

0 200 400

Feet

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Figure 5a: Floodplains
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 7 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Subject Property Boundary
- Lake

Wetlands (Pasco County Classification)

- Type 1
- Type 2
- Type 3

N

0 200 400

Feet

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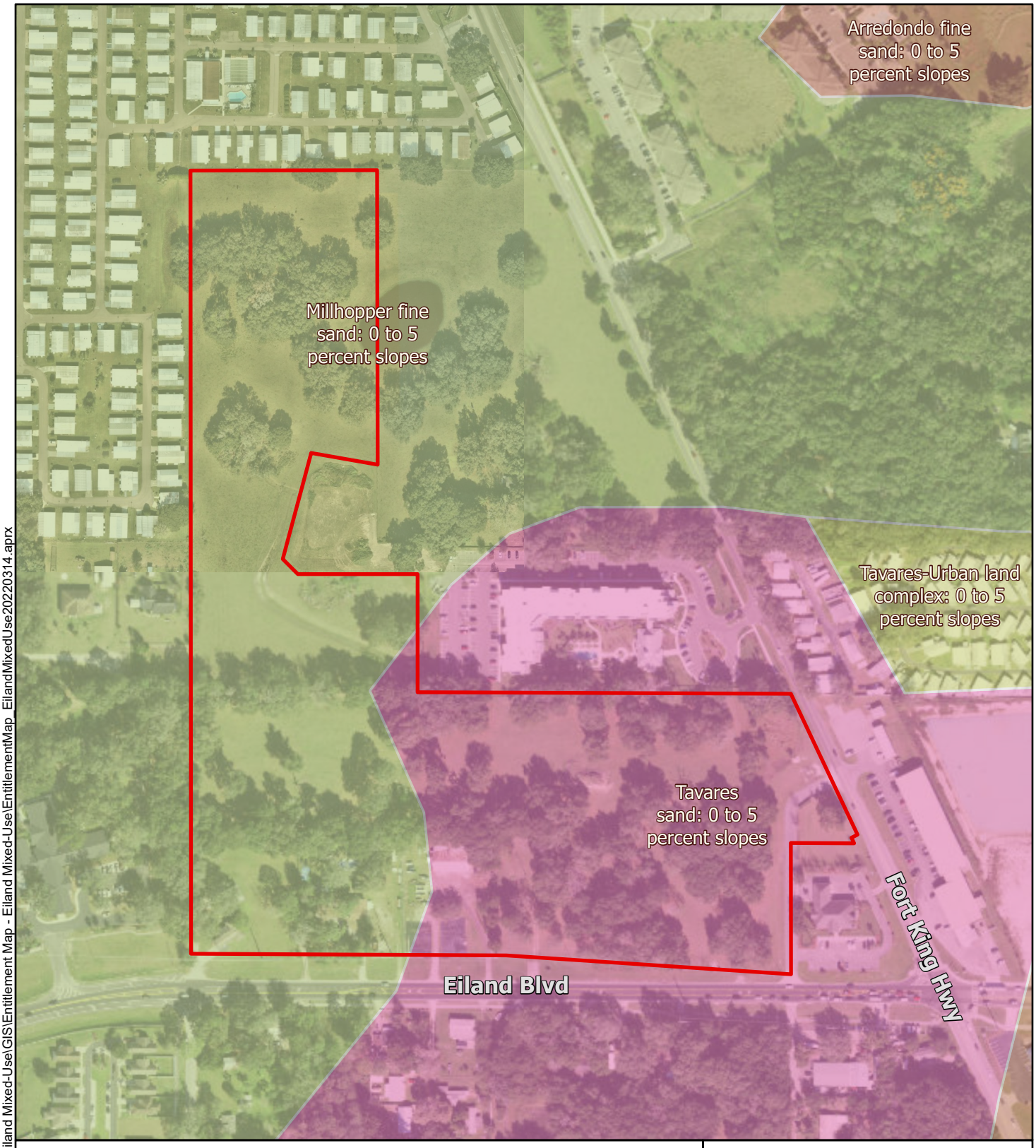
Figure 5b: Wetlands
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 8 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

Subject Property Boundary

Soils

- Arredondo fine sand: 0 to 5 percent slopes
- Millhopper fine sand: 0 to 5 percent slopes
- Tavares sand: 0 to 5 percent slopes
- Tavares-Urban land complex: 0 to 5 percent slopes

*No Environmental Protection Units or Significant Wildlife Habitats occur within the map extent.

N

0 200 400

Feet

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Figure 5c: Natural Resources
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 9 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

EXHIBIT A
SECTION 163.3177(6)

There is no increase in land area residential density proposed by this amendment. The land is already allocated too residential. This amendment is limited to a change in FLU from a County Designation to a City MU FLUM to accommodate residential and non-residential development at the PUD rezoning level. Please find attached a study regarding the severe housing shortage in the United States dated February 27, 2020, The Housing Supply Shortage, State of the States, by Freddie Mac (Attachment 1).According to the Freddie Mac study, "The Major Challenge of Inadequate US Housing Supply", 2.5 million additional housing units will be needed to make up this shortage. They estimate that 29 states, including Florida, have a housing deficit. When limiting their study to these 29 states, the housing shortage actually increases from 2.5 million units to 3.3 million units. This is important to factor in as vacancies across state lines do not necessarily help a shortage in another state (e.g., vacancies in Maine do not help housing shortages in Florida).

The article further describes how vacancy rates are looked at to track the vitality of the housing market. A low vacancy rate means demand for housing is outstripping supply. As can be seen on the attached article's diagram, each state was evaluated to track vacancy rates vs historical vacancy. For example, the State of Florida is shown at -3.43. This indicates a tight housing market in that housing vacancy from 2018 is less than the historical vacancy rate. Freddie Mac anticipates that this housing shortage will take at least 10 years to correct. The article also emphasizes how high housing costs have limited household formation and has particularly hit the millennial generation hard as well as all age groups with the State of Florida listed as one of the top states for missing households due to high housing costs.

Last but not least, the report details housing stock deficit as a proportion of a state's housing stock. Florida is in the top 5 states with a housing stock deficit of over 5%. All of these factors are clear signals to jurisdictions to find creative and innovative ways to promote housing stock and keep prices affordable. States such as California, Texas, and even a municipality, the City of Minneapolis are chipping away at zoning restrictions to loosen up the market and promote supply. For example, Oregon passed legislation eliminating exclusive single-family zoning in much of the state. The City of Minneapolis was the first major city in the country to eliminate single-family zoning and allow three (3) units on properties zoned single family.

This relates directly to the city due to its role in the Tampa Bay Region and as a municipality adjacent to Pasco County. Pasco County and Manatee County are the likely relievers for the Region. According to BEBR, Pasco County's population was at 542,638 as of 4/1/2020 and is projected to grow to 720,500 (using the Medium) by 2045. This represents an increase of 133% over the next 24 years. However, the County is at risk of exacerbating the housing shortage through policies that restrict housing supply. Restrictive housing supply policies include the recent multifamily moratorium and the prior adoption of the NE Pasco Rural Protection Area which essentially removes about 53,000 acres from the potential to absorb growth needs. Although, the restrictions on this area were adopted through community involvement to protect their rural way of life, it essentially has the effect of limiting growth and infrastructure on over 53,000 acres in

Pasco County. This does have implications and can result in spillover pressures to other areas such as the area subject to this amendment.

EXHIBIT B

PREMATURE DEVELOPMENT/URBAN SPRAWL ANALYSIS
163.3177(6)(a)9.and 9.b, F.S.

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl.

a. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl is listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

RESPONSE: This is not applicable as it does not represent a substantial area of the jurisdiction. There is no effective net increase in density with the proposed PUD.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

RESPONSE: This is not applicable. Furthermore, the proposed amendment does not seek to designate significant amount of urban development to occur in rural areas at substantial distances from existing urban areas. This area is undeveloped, available, suitable for development and is adjacent to and in direct proximity of future designated urban areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

RESPONSE: This is not applicable as the project is not emanating from existing urban Developments.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

RESPONSE: This is not applicable. Please refer back to the original application which includes Reports and maps on natural resources and features.

(V) Fails to adequately protect adjacent agricultural areas and activities, including

silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

RESPONSE: This is not applicable. This proposed amendment will not risk protection of adjacent agricultural activities listed. The corresponding PUD master plan and conditions of approval will be required to comply with all buffering requirements per the LDC.

(VI) Fails to maximize use of existing public facilities and services.

RESPONSE: This is not applicable. See Response to VII below.

(VII) Fails to maximize use of future public facilities and services.

RESPONSE: This is not applicable. The applicant fully intends to maximize existing and future public facilities and services. The corresponding PUD conditions of approval will include all of the City's standard conditions with regard to utilities.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

RESPONSE: This is not applicable as the project. There is capacity to serve the development from all services. The applicant fully intends to maximize existing and future public facilities and services. The corresponding PUD conditions of approval will include all of the city's standard conditions with regard to utilities.

(IX) Fails to provide a clear separation between rural and urban uses.

RESPONSE: This is not applicable as the property is surrounded but urban uses. However, the zoning will address any required separations through buffering, preservation of natural features, and master planning to ensure compatibility with surrounding areas.

(X) **Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.**

RESPONSE: This is not applicable as this project is not part of any existing neighborhood or community. The zoning will be PUD.

(XI) Fails to encourage a functional mix of uses.

RESPONSE: This is not applicable as this will be a mixed-use PUD and will serve as the mechanism to ensure that the mix of uses are functional. The development is going from a Res-6 to MU land use.

(**XII) Results in poor accessibility among linked or related land uses.**

RESPONSE: This is not applicable and in contrast it fosters accessibility amount linked and related land uses through the master planning/design process. Please see the corresponding PUD master plan and land use maps.

(XIII) Results in the loss of significant amounts of functional open space.

RESPONSE: This is not applicable as the proposed amendment does not result in a significant loss of functional open space.

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

RESPONSE: Yes, this amendment locates associated land development in direct proximity of other non-residential uses. All applicable natural resources and ecosystems are proposed to be protected in conjunction with and as demonstrated on the corresponding PUD master plan. All environmental permitting requirements shall be complied with as required by the applicable agency throughout the development process.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services

RESPONSE: Yes, this amendment promotes the efficient and cost-effective provision or extension of public infrastructure and services Please see the attached Utilities Services Capacity Statement.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

RESPONSE: Yes, the amendment will promote walkable and connected communities and a mix of densities and intensities. To our knowledge, there are no transit routes planned in this area; however, the PUD will address and include all of the standard language with regard to transit opportunities.

(IV) Promotes conservation of water and energy.

RESPONSE: Yes, all of the typical water and energy conservation measures will be followed and implemented through the PUD rezoning and permitting process.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

RESPONSE: This is not applicable as the area is already designated for residential land uses.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

RESPONSE: Yes, the PUD master plan will preserve open space, natural lands will be preserved, and park space will be provided consistent with the City LDC.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

RESPONSE: Yes, the proposed amendment does create a balance of land uses based upon demands of the residential population for the nonresidential needs of an area. As further discussed in the population and land area demand sections, as of the fourth quarter of 2020, the US faces a housing shortage of an estimated 3.8 million units, according to Freddie Mac (See Exhibit A and related attachments). A report published by Harvard University's Joint Center for Housing Studies indicated that the residential market is significantly under-supplied and that is a result of "the low level of homebuilding since the mid-2000s.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

RESPONSE: This is not applicable.

Conclusion: As the proposed amendment satisfies at least four (4) of the above reference provisions, the amendment as proposed discourages the proliferation of urban sprawl.

Eiland Blvd

Zephyrhills, Florida

01

09.14.2022

21-42B

FURR, WEGMAN & BANKS
Architects, P.A. (AR0004480)

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Zephyrhills, Florida

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09.14.2022

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21-42B

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04

09.14.2022

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City Council Meeting
October 24, 2022

Information Only

PLANNING DIRECTOR'S REPORT 4.1

38736 CR 54 Annexation, Land Use Map Amendment, and Rezoning Planning Report

Issue:

The subject property is located along CR 54 approximately 1,500 feet from Wire Road in a mostly built-out area bordered to the west by 16th Street. To the east and south is the Florida Trailer Estates mobile home park, and to the north is the Sleepy Hollow mobile home park across from CR 54. The subject property consists of approximately 4.62 acres. The proposal remedies a County enclave within the City while applying a land use of RU (Residential Urban) and a zoning of High Density (R-4), which is reflective of the general neighborhood, adjacencies and anticipated growth patterns for the City. The anticipated use of the property will be a 65-unit townhome community (14 dwelling units per acre), as indicated in an updated site plan presented to the Planning Department.

Background:

Project highlights include:

- The installation of a left-turn lane (heading west) on CR 54.
- The installation of a sidewalk on CR 54 as part of the general CR 54 improvements.
- Subject property connectivity to Calumet Ave.
- Improvements to the portion of Calumet Ave. that abuts subject property.
- 14 Dwelling Units per acre, as proposed.
- The City's remaining WUP (Water Use Permit) allocation can accommodate the anticipated additional water usage. Please see the Utilities Department for more details.

Attachment(s):

1. ANX13-22 Staff Report for CR 54 Annx FLUMA Rezone City Council_1

Fiscal Impact:

Staff Recommendation:

Staff recommends approval of this petition for annexation into the jurisdictional boundaries of the City of Zephyrhills, Future Land Use classification change to Residential Urban (RU) and rezoning to R-4.

Staff Report
Memorandum

To: City Council

From: Rodney Corriveau, AICP – Senior Planner

RE: ANX 13-22 – ANX/FLU/RZ
38736 County Road 54 Annexation, Land Use Map Amendment, and Rezoning
Planning Report

Date: October 24th 2022

I. BACKGROUND & INFORMATION

A. **History | Application Summary**
Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petitions have been presented to the City by Beacon Engineering on behalf of the property owner, Quill115, LLC for a 4.70 acre (mol), parcel on County Road 54 (roadway currently being upgraded) east of Wire Road. The petition(s) were heard by the SPRC and Planning Commission, both of which recommended approval of the three-pronged petition.

Project highlights include:

- The Installation of a left-turn lane (heading west) on CR 54.
- Subject property proposed to connect to Calumet Ave.
- Improvements to the portion of Calumet Ave. that abuts subject property.
- 14 Dwelling Units per acre, as proposed.
- The City's remaining WUP (Water Use Permit) allocation can accommodate the anticipated additional water usage. Please see the Utilities Department, and analysis contained herein for more details.

B. **Site Information**

Applicant | Owner:	Quill115, LLC.
Location:	County Road 54, approximately 1,500 feet east of Wire Road.
Parcel ID Number(s):	02-26-21-0000-00200-0000
Acreage:	4.62 Acres
Existing Land Use:	Single-Family home
Existing Future Land Use:	County Res. 9

Proposed Future Land Use:	RU (Residential Urban)
Existing Zoning:	County AR
Proposed Zoning:	R-4 High Density Residential
Maximum Height:	30 feet
Maximum Density:	20 Dwelling Units per Acre/proposed at 14 units per acre

---

II. DATA & ANALYSIS REVIEW

A. **Character Analysis**

The subject property is located along CR 54 approximately 1,500 feet from Wire Road in a mostly built-out area bordered to the west by 16th Street. To the east and south is the Florida Trailer Estates mobile home park, and to the north is the Sleepy Hollow mobile home park across from CR 54. The subject property consists of approximately 4.62 acres. The proposal remedies a County enclave within the City while applying a land use of RU (Residential Urban) and a zoning of High Density (R-4), which is reflective of the general neighborhood, adjacencies and anticipated growth patterns for the City. The anticipated use of the property will be a 65-unit townhome community **(14 dwelling units per acre),** as indicated in an updated site plan presented to the Planning Department. Please note that a full compliance review of the site plan has not taken place. The site shall be designed in full accordance with all provisions of the LDC. For the purposes of the discussion contained herein, Staff utilized the 70-unit figure as all documentation provided by the applicant is based off this figure**.** This in no way shall be construed as an approval by Staff or the Council of this configuration. . The property contains no wetlands or other environmentally sensitive features.

North – Sleepy Hollow MHP

West – 16th Street

East – Florida Trailer Estates MHP

South – Florida Trailer Estates MHP

B. **Compatibility Analysis**

1. Future Land Use Map (FLUMA) Amendment
   (a) The subject property (4.62) qualifies as a small-scale plan amendment;
   (b) The request is to change the subject property's future land use designation from Res-9 to Residential Urban and is consistent with the abutting properties, which are:
      i. City Mobile Home/Recreational Vehicle to the north
      ii. County Res-9
      iii. County Res-9
      iv. County Res-9;

(c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
(d) The Utilities Department has indicated that utility capacity is available for the proposed petition, please see the Utilities Department for questions or comments;
(e) Transportation:
    (1) Subject parcel abuts County Road 54 and a County ROW use permit and ROW dedication will be required. Additionally, a County ROW use permit will be required for Calumet Ave, and that portion of Calumet abutting the subject property shall be improved as well. (the applicant stated at the Planning Commission meeting that they are currently in the coordination process with the County, and have agreed to install a left-turn lane into the project from CR 54 heading west);
    (2) Residential development is projected to have a de minimus impact at 472 average daily trips based on "…up to 70 townhomes as a worst case scenario." City of Zephyrhills LDC defines de minimum at less than 1,200 average daily trips. As previously discussed, the City is in the process of updating the traffic review criteria, however, this update has not been completed.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development. It is also consistent and compatible with the land use/development trends of the area as it provides an essential recreational element to the public. See attached FLU Map.

2. Rezoning
(a) The request is to change the subject property's zoning classification from County AR to R-4;
(b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
    i. City M-2 to the north
    ii. County RMH to the east
    iii. County RMH to the south
    iv. County C2 and R1MH to the west;
(c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. As the City grows, the need for higher density fee simple ownership opportunities becomes greater. Furthermore, attached single-family fee simple dwelling units adds ownership opportunities at a market-rate oriented solution. This rezoning and FLUMA furthers these goals and objectives of the Comprehensive Plan while remaining consistent with the adjacent zoning. See attached zoning map. The subject site shall be in conformance with all applicable LDCs at the time of development. Actual unit count will more than likely be lower that indicated in and throughout this analysis based on an LDC review.

C. **Natural & Historic Resources Analysis**

The following site characteristics are provided:

1. Soil Types – Tavares fine sand, urban land complex 0-5% slope. This type of soil is described as very deep, well-drained and is well-suited for development.
2. Flood Plain – The subject property is located in Flood Zone "X" and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies – There are not wetlands or bodies of water located on the subject property.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – A Protected Species Assessment produced by Clementi Environmental Consulting assumedly performed in the second quarter of 2022 has been submitted by the applicant. There appears to be gopher tortoise, Southeastern Kestrel, sand sink and burrowing owl. Proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City.

D. **Public Services Analysis | Impact**

POLICE	Projected general police service demand is within the City's existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County's existing service capabilities. The City is currently coordinating with the County.
WATER	Water service is available to the subject property along Wire Road. Any future development of the property will require connection. Projected general water service demand is 21,000 GPD (70 units at 300 GPD = 21,000) average daily flow. The City is in the process of exploring routes to increase capacity for the potable water system. Planning has coordinated with Utilities and ascertained the following information specific to the water issue(s) pertaining to the subject petition: "Our annual average water use is approximately 2,400,000 gallons per day (GPD). Our permitted capacity is 3,300,000 leaving an estimated availability of 900,000 gallons per day. The 21,000 you mentioned will have a minimal effect on the approximate availability of 900,000 gallons." Specific questions/concerns should be directed to the Utilities Department.
SEWER	Sewer services are available along County Road 54, within proximity of subject property. Projected waste water service demand is 17,500 GPD (70 units at 250 GPD = 17,500 GPD). According to the Utilities Department, "Capacity is 4.5 MGD (Million Gallons Daily) and we use 1.7 MGD, leaving 2.8 MGD"

	Specific questions/concerns should be directed to the Utilities Department.
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal meets the City's de-minimus threshold. Residential development is projected to generate 382 average daily trips. City of Zephyrhills LDC defines de minimum at less than 1,200 average daily trips. *Staff is currently working with the City's transportation consultant in an effort to update the de-minimus threshold, among other transportation-related impacts from development. The threshold will more than likely be reduced as a result of that effort.*
SCHOOL	The City and applicant have begun the coordination process with the Pasco County School Board. A 70 unit project is anticipated to generate a total of ten students (6 elementary, 3 middle school, and 4 high school students).

E. Comp Plan and LDC Analysis and Verified Response

The requested annexation, re-zoning, and future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Code has been conducted City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.

Goal LU-1 - To achieve an economically and diversified tax base that ensures:

a. That the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;
b. That recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination, and an airport community offering recreational and industrial opportunities;
c. That enjoyment of natural and man-made recreational resources by citizens and visitors alike; and
d. That threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.

Response: Consistent with the above stated goals, the proposed development will bring a new townhome community to the City of Zephyrhills. Site amenities will include landscape buffering, open space and recreational areas for its residences. And with the project being surrounded by other single and multi-family developments, it is anticipated that the development will blend well with the neighborhood. It is anticipated that the proposed development, when annexed into the City, will further the goal.

Objective LU 1-1 - To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

Response: The existing property currently has one single-family home, and the proposed development will consists of approximately 50-70 townhome units, increasing the tax and utility service revenue of the City.

Policy LU 1-1-1 - The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which

a. regulate the subdivision of land;
b. regulate signage
c. provide for drainage and storm water management
d. provide requirements for the provision of open space, traffic flow and parking
e. coordinate future land sues with soil conditions, topography and availability of facilities and services
f. ensure that development orders and permits are issues only when it is documents that there is an adequate level of service
g. protect limited amount of wetlands and environmentally sensitive land

Response: The proposed development shall be fully designed and permitted in accordance with the City of Zephyrhills Land Development Code. No construction will begin until all relevant permits have been applied for and obtained by the City of Zephyrhills and other applicable state and local authorities. In an environmental assessment performed by Clementi Environmental Consulting, LLC, wildlife of concern could include the **gopher tortoise, Southeastern Kestrel, sand sink and burrowing owl**. Further studies and assessments shall be performed and submitted to the City. All relocation/remediation shall be performed prior to the issuance of clearing/building permits. There are no wetland or environmentally sensitive areas on the property. It is anticipated that the proposed development, when annexed into the City, and zoned as proposed, will further this goal.

Policy LU 1-2-1 - Residential development shall be consistent with the following residential density: Residential Urban up to 20 units per acre

Response: The proposed development will fall into the Residential Urban future land use category, with an approximate 14 dwelling units per gross acre. The maximum developable per acre under the R-4 zoning category is 20 units per acre. Considering bulk regulations, stormwater retention, roadways, amenities and the townhomes regulations found within the LDC, this will reduce the overall net density of the site, as previously discussed. The only route to achieve full maximum density would be an increased height. An increased height in this circumstance would not be reflective of the adjacent development patterns, nor the promoted development patterns in this area of the City and County.

Objective LU 1-4 - The City will develop mechanisms to ensure the protection of archaeological and historical resources.

Response: Per the Florida Master Site File, no cultural resources have been located on the subject development. In the event of these resources being discovered, the contractor will be instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with further work.

Policy LU 1-6-1 - Encourage traditional neighborhood development (TND) techniques and alternative transportation design requirements.

Response: The proposed development will be compact allowing a higher density of homes per acre than single family uses. The development incorporates pedestrian movement throughout the property via open space and 5' sidewalks. The proposed is 20-foot wide units. The townhome community will be equipped with amenities in accordance with the City of Zephyrhills LDC (one tot lot plus a minimum of two (2) other amenities at a minimum).

Objective LU 1-9 - Improve and enhance the visual appearance of neighborhoods and commercial areas in the City.

Response: The subject development shall be designed with architectural standards in accordance with the City of Zephyrhills LDC, and shall be approved by the City to ensure that the visual appearance is in accordance with requirements. The subject development will utilize landscape buffer along the front of the property enhancing the visual appearance of the neighborhood from County Road 54. Additionally Landscape Buffers will be utilized along the rear and sides.

Consistency with LDC and City Ordinances

Response: The subject development shall be designed in accordance with the City of Zephyrhills Land Development Code and City Ordinances. The townhome development shall be designed in accordance with City of Zephyrhills LDC 2.01.03.06.01 TOWNHOMES.

2.01.03.06.01 (B) – Subdivision Plat

Response: The subject development, as required, will supply a subdivision plat complying with all applicable requirements of this section, and will be approved by the City Council and recorded with the Clerk of Circuit Court of Pasco County

2.01.03.06.01 (C) – Mandatory Property Association

Response: The subject development shall create a property association and create deed covenants to ensure the maintenance and upkeep of open space areas and facilities retained in common ownership. The HOA documents shall be provided to the City prior to final plat approval.

2.01.03.06.01 (F) – Minimum Townhouse Project Area

Response: The subject development has an area of 4.62 Acres, and a project frontage of 334 feet. The minimum area requirements are met.

2.01.03.06.01 (G) – Townhouse Unit Grouping

Response: The subject development shall group the buildings in accordance to City of Zephyrhills maximum and minimum townhome unit grouping requirements. No less than two dwellings, and no more than eight dwellings shall be contiguous.

2.01.03.06.01 (H) – Supporting Infrastructure and Access

Response: The subject development abuts County Road 54 and provides access to the County road for vehicular and pedestrian access. An on-site drainage system shall be designed to serve the proposed development. Internal roadways shall be private and constructed in accordance with the minimum requirements pertaining to drive, aisle, and parking width standards. The internal private roads shall be maintained via HOA. All townhome lots have frontage and access to the internal private road. Each unit shall have one parking space in a private garage, and one space on the private driveway. Additional guest parking spaces shall be provided on-site.

2.01.03.06.01 (I) – Lot and Building Standards

Response: The proposed development shall be developed at a minimum width of 20 feet. The Minimum lot area for all lots shall be 1700 SF, and minimum living area shall be a minimum of 1,000 square feet. The maximum building height is 35'.

2.01.03.06.01 (J) – Exterior Front Garage Façade Walls

Response: The exterior garage façade wall shall not occupy more of 70% of the entire front building façade as required by LDC.

2.01.03.06.01 (K) – Building Setback Requirements

Response: The proposed townhome unit front setback shall be 30' from all internal roadways. A 20' setback shall be provided between all townhome unit groupings. A 15' side setback shall be provided between townhome units and any internal private drives.

2.01.03.06.01 (M) – Landscaping

Response: The subject development shall be designed in accordance to City of Zephyrhills LDC Landscaping as required. Lot landscaping and street landscaping shall be in conformance with all applicable LDCs. Landscaping plans shall be submitted to the City of Zephyrhills for review at the time of site plan review.

2.01.03.06.01 (N) – Sidewalks Required

Response: The proposed townhome development shall offer a continuous sidewalk path around the entire project, on both sides of the proposed internal drives. This includes pedestrian connection from the connection along County Road 54 to all townhome dwelling units, common parking areas, open spaces, and amenities. Sidewalk width shall be no less than 5' in the proposed townhome development.

2.01.03.06.01 (O) – Parking Requirements

Response: Two parking spaces shall be provided for each townhome units. Additional guest parking shall be provided on-site according to LDC requirements.

2.01.03.06.01 (Q) – Recreation, Open Space, and Environmentally Sensitive Areas

Response: The common recreation area shall be buffered in accordance with the City's LDC. The proposed development shall provide Open Space areas equivalent to 30% of the total project area. Since the proposed development consists of 70 Townhome units, the LDC requires the applicant to provide a total of 3 amenity

spaces. The required play area / tot-lot shall be provided, and two additional amenities shall be and submitted to the City of Zephyrhills for approval prior to construction.

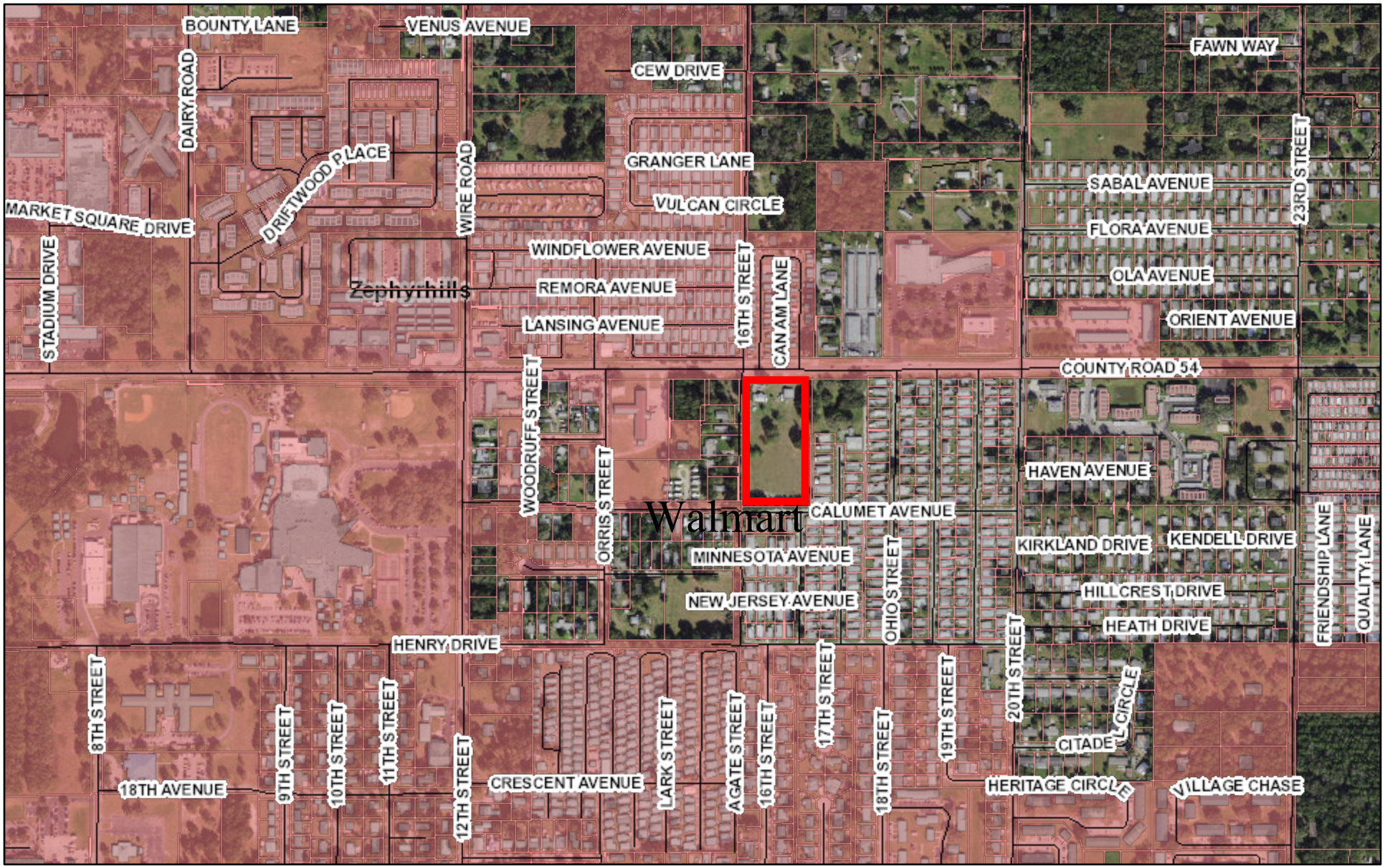
III. PREVIOUS ACTION AND STAFF RECOMMENDATION

A. ***Site Plan Review Committee*** – The SPRC recommended approval of the petition for annexation, rezoning and future land use map amendment

B. ***Planning Commission*** – The Planning Commission recommended approval of the petition for annexation, rezoning and future land use map amendment to the City Council. based upon the following:

Therefore based upon the analysis contained herein, along with supporting documentation and previous actions by the SPRC and Planning Commission to recommend approval, **Staff recommends approval of this petition for annexation into the jurisdictional boundaries of the City of Zephyrhills, future land use classification change to Residential Urban (RU) and rezoning to R-4.**

LOCATION MAP



Subject Property

1:9,028

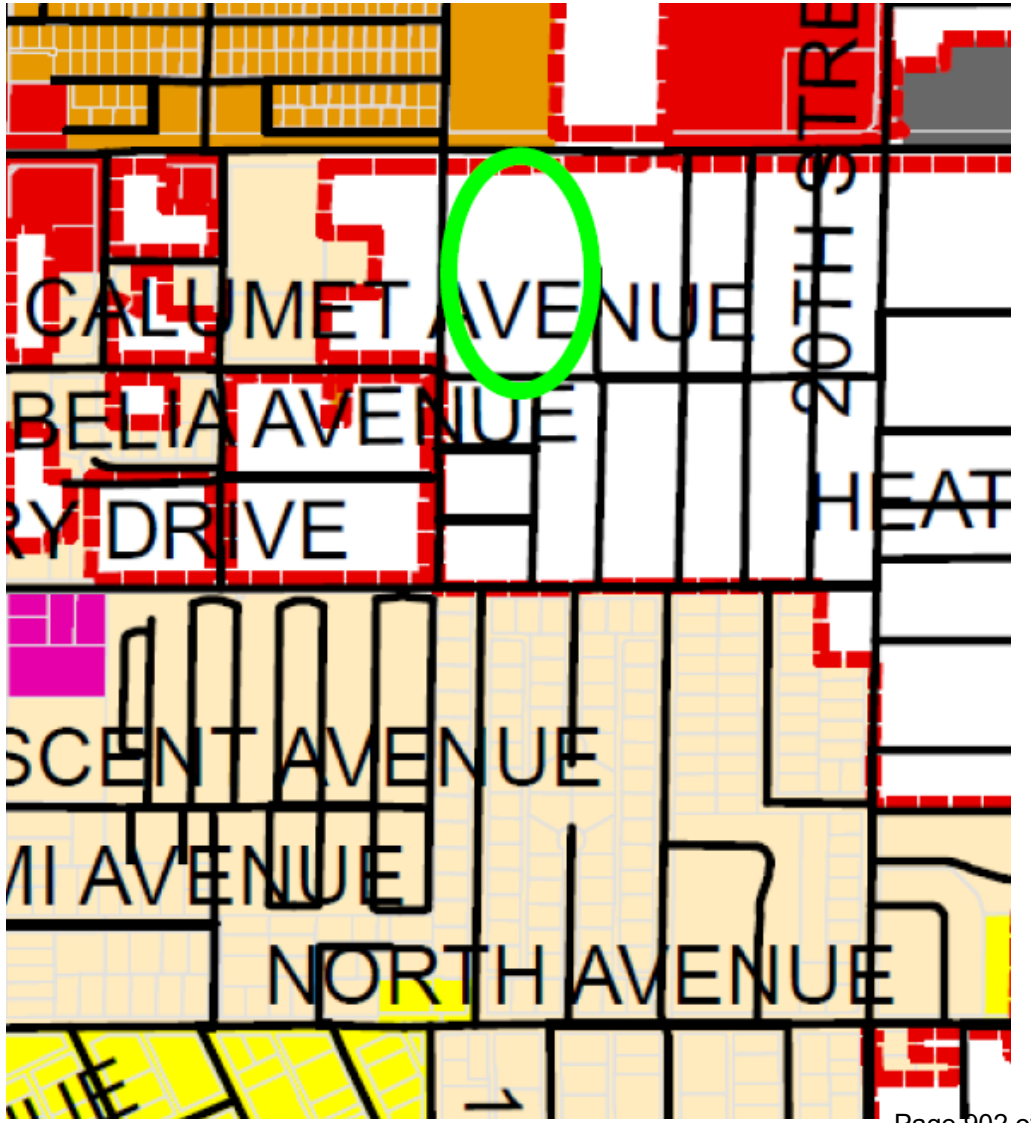
0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Future Land Use – Proposed Residential Urban

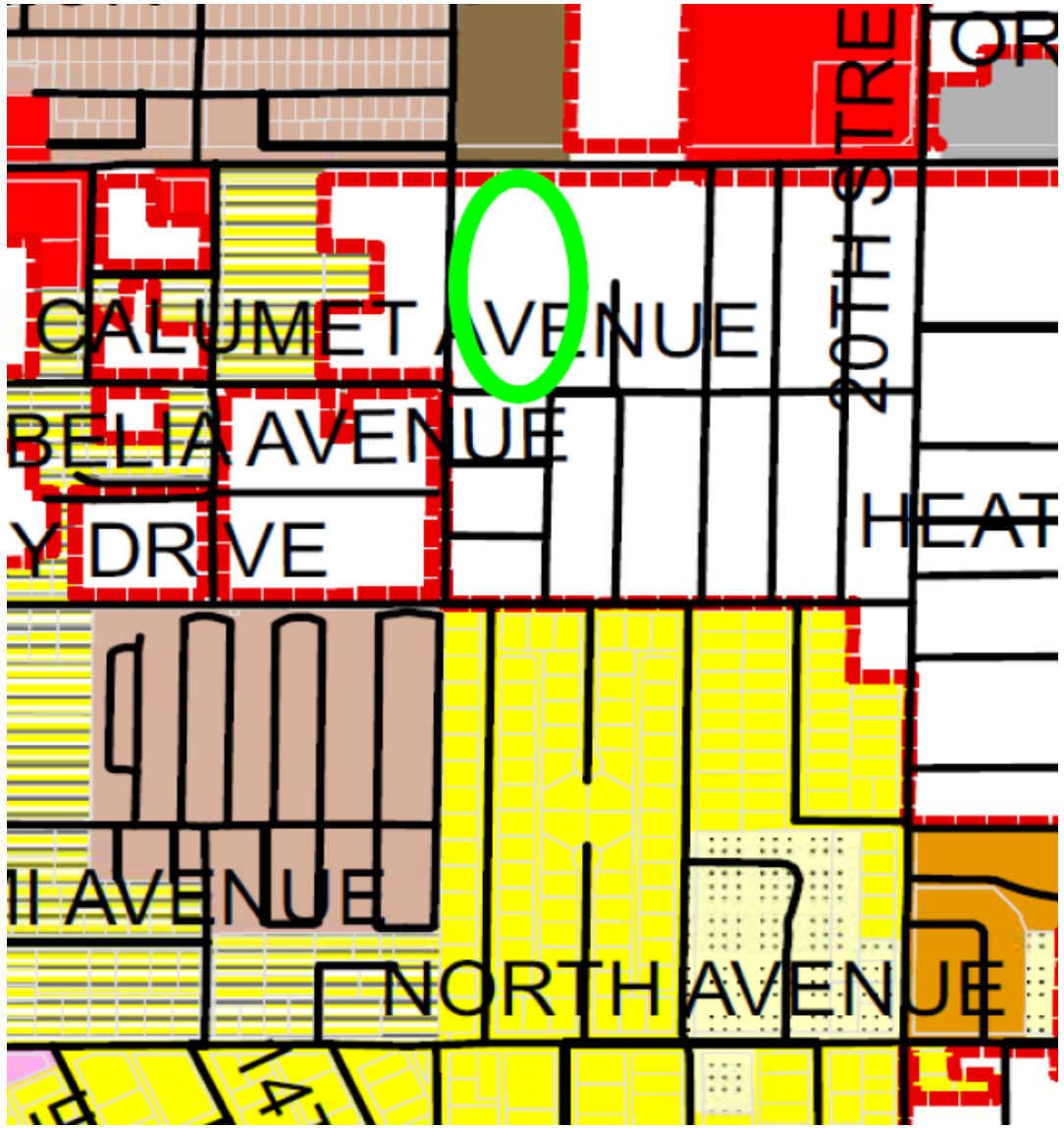
Classifications

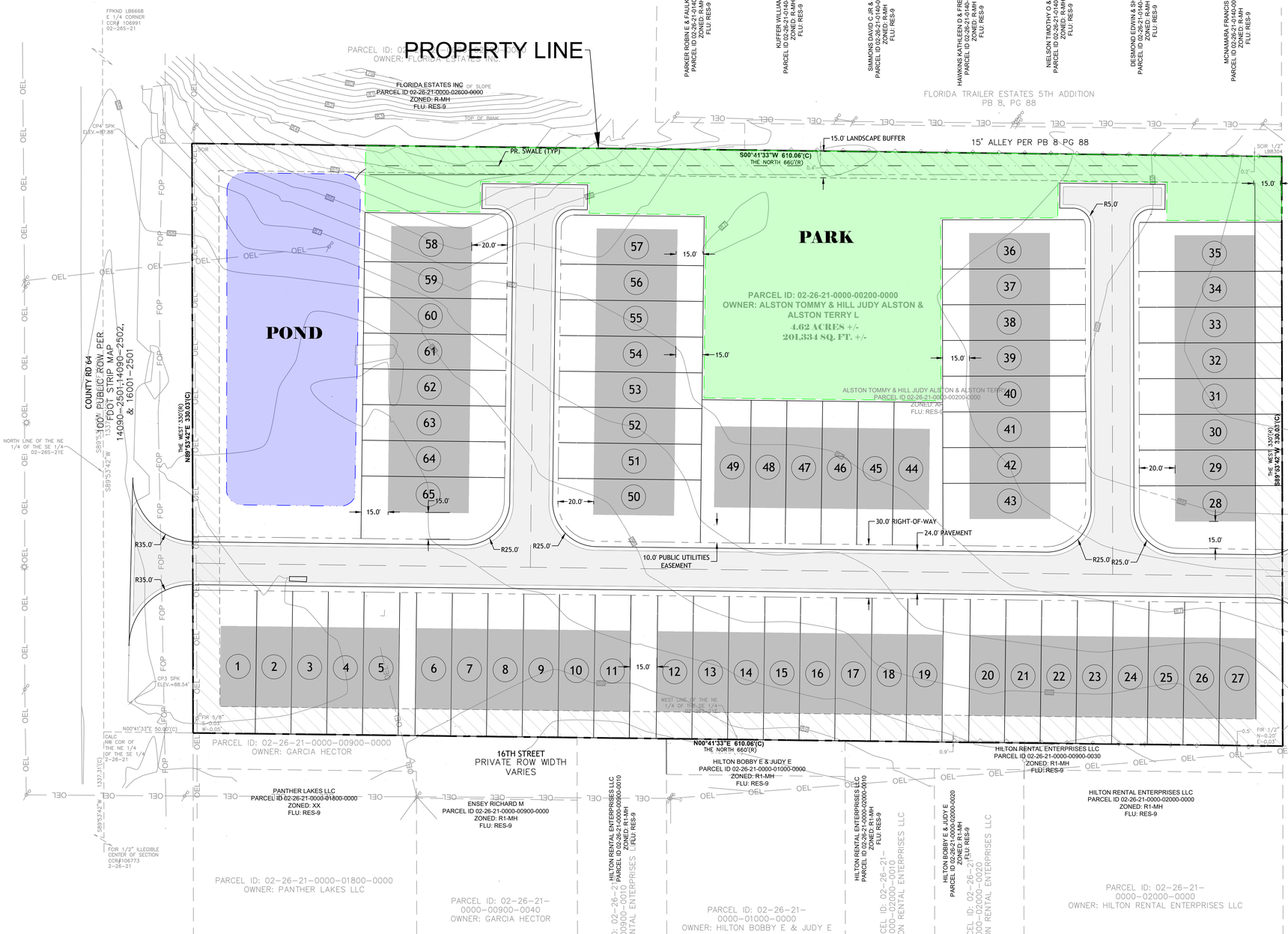
- Residential Estate
- Residential Suburban
- Residential Urban
- Mobile Home/Recreational Vehicle
- Mixed Use



Zoning – Proposed R-4

- R1 - Low-Density Residential
- R2 - Single-Family Residential
- R3 - Medium-Density Residential
- R4 - Multi-Family Residential
- M1 - Mobile Home Subdivison
- M2 - Mobile Home Park
- M3 - Recreational Vehicle Park
- C2 - Community Commerical



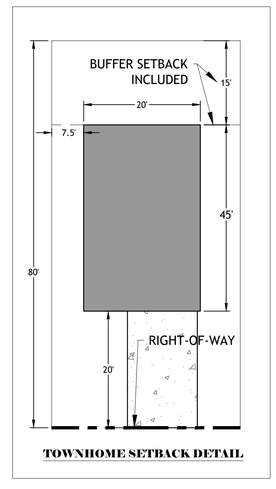


E
N — BEACON CIVIL ENGINEERING — S
W

60 30 15 0 30
SCALE : 1" = 30'

SITE INFORMATION:

1. SITE DATA	
TOTAL SITE AREA	4.62 AC
TOTAL OPEN SPACE	1.40 AC
ONSITE FLOODZONE	ZONE X
PARCEL ID'S	02-26-21-0000-00200-0000
EXISTING LAND USE	RESIDENTIAL LOW DENSITY
PROPOSED LAND USE	RESIDENTIAL LOW DENSITY
EXISTING ZONING	AR
TOTAL TOWNHOMES	65
TOTAL UNITS	65



TOWNHOME SETBACK DETAIL

ISSUED PRELIMINARY

NO.	BY	DATE	REVISION DESCRIPTION
DESIGNED BY:	CE	DRAWN BY:	CE
CHECKED BY:	LB	APPROVED BY:	LB
ISSUE DATE:	2/2/22		
JOB NO.:	--		

BEACON CIVIL ENGINEERING
LAND DEVELOPMENT ENGINEERS
8345 GUNN HIGHWAY
TAMPA, FL 33626

CALUMET TOWNS

ZEPHYRHILLS
PASCO COUNTY, FL

SHEET NAME:
BLACK

SHEET NUMBER:
2

B:\Projects\2022\22548 Calumet Towns\DWG\Concept\22-548_CONCEPT-PLAN.dwg

City Council Meeting
October 24, 2022

Action Item

PLANNING DIRECTOR'S REPORT 4.2

Market at Zephyrhills (Pretty Pond Road & U.S.-301) Final Plat and Subdivder's Agreement 41-22-34

Issue:

Approval of Market at Zephyrhills Final Plat.

Background:

The Planning Department reviewed this submittal per the applicable sections of Section 11.03.04 of the City's Land Development Code (LDC) and the City's surveyor of record (SOR) has reviewed the plat per technical sections of Section 11.03.04 of the City's Land Development Code and Florida Statues Chapter 177. Additionally, the City's engineer of record (EOR) has reviewed cost-estimates for the infrastructure. The plat is in conformance with all applicable regulations. Some of the infrastructure has not been completed, therefore the applicant has secured the necessary Irrevocable Letter of Credit (LOC) on the remaining infrastructure yet to be installed, as well as a LOC and maintenance bond for the one-year post construction period, as well as a subdivider's agreement. The subdivider's agreement and mylar require Council execution.

Attachment(s):

1. Staff Report with Attachments for Market at Zephyrhills Oct 18 2022

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the Final Plat.

Staff Report - Memorandum

To: City Council

From: Rodney Corriveau, AICP – Senior Planner

RE: SUB 28-22 – Final Plat for Market at Zephyrhills Report

Date: October 24th, 2022

I. BACKGROUND & INFORMATION

A. History | Application Summary

WDG Real Estate Partners has submitted a final plat for the Market at Zephyrhills commercial subdivision on Pretty Pond Road at Gall Blvd. The subject property consists of approximately 8.6 acres and is proposed to be developed with 5 platted lots for commercial development.

The Planning Department reviewed this submittal per the applicable sections of Section 11.03.04 of the City's Land Development Code (LDC) and the City's surveyor of record (SOR) has reviewed the plat per technical sections of Section 11.03.04 of the City's Land Development Code and Florida Statues Chapter 177. Additionally, the City's engineer or record (EOR) has reviewed cost-estimates pertaining to bonding. The plat is in conformance with all applicable regulations. Some of the infrastructure has not been completed, therefore the applicant has secured the necessary Irrevocable Letter of Credit (LOC) on the remaining infrastructure yet to be installed, as well as a LOC and maintenance bond for the one-year post construction period, as well as a subdivider's agreement. The subdivider's agreement and mylar require Council execution.

B. Site Information

Applicant | Owner:	WLN Zephyrhills LLC
Location:	Corner of Gall Blvd. and Pretty Pond Road
Parcel ID Number(s):	34-25-21-0010-05000-0010, 34-25-21-0010-04900-0000, and 34-25-21-0010-06400-0000
Acreage:	8.6 Acres, M.O.L.
Existing Land Use:	Vacant, graded with partial infrastructure installation
Future Land Use:	MU (Mixed Use)

Zoning:	C-2 General Commercial
FAR:	1.0
Maximum Height:	30 Feet

II. DATA & ANALYSIS REVIEW

This is the only plat to be reviewed by the City Council for this development;

The final plat has been reviewed by the City's surveyor of record and been found to comply with Section 11.03.04.02 of the City's LDCs for preliminary plat submission requirements;

The final plat has been reviewed by the City's surveyor of record and has been found to comply with State Statue Chapter 177, Part I, Platting;

City Staff has reviewed the final plat for a general compliance review and found it to comply with the pertinent LDCs;

The City Attorney has reviewed the submitted subdivider's agreement and POA documents/Deed restrictions and covenants, and found the information legally sufficient;

A subdivider's agreement, cost estimates, and irrevocable letter of credit (LOC) for the performance of the infrastructure improvements is part of this submission. And separately, for the maintenance of the infrastructure improvements, cost estimates, and a LOC are also part of this submission. They have been reviewed by Staff and the EOR for the City (attached).

III. PREVIOUS ACTION AND STAFF RECOMMENDATION

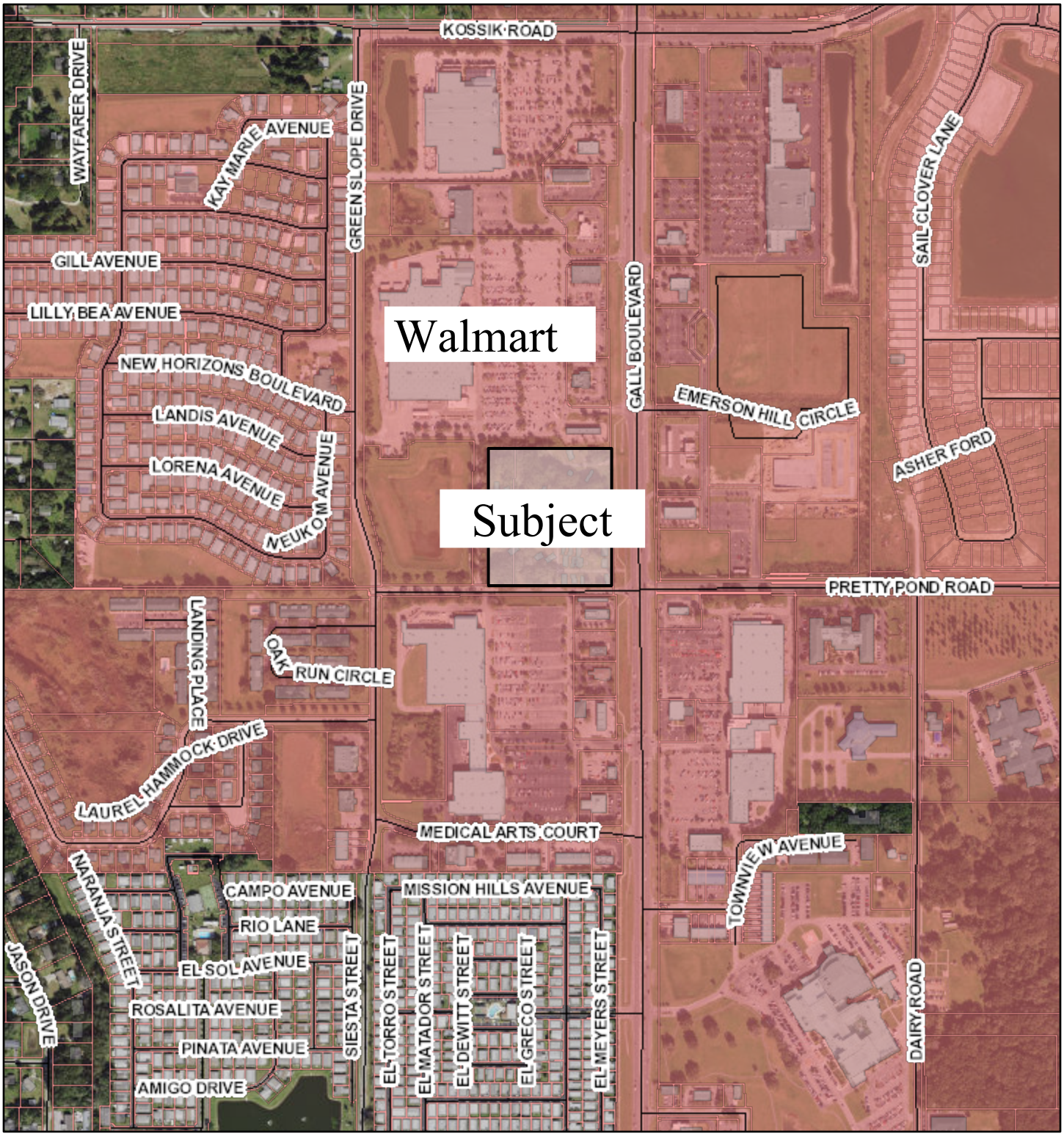
Site Plan Review Committee – The SPRC recommended approval of the Final Plat at a regularly scheduled meeting on October 18, 2022.

Therefore based upon the analysis contained herein, **Staff recommends Council approve the Final Plat for Market at Zephyrhills.**

IV. ATTACHMENTS:

- Location Map
- Maintenance Bonding/Letter of Credit and Cost Estimates
- Subdivider's Agreement with Performance Cost Estimates and Letter of Credit (Subdivider's Agreement *requires Council execution)*
- Final Plat (Mylar *requires Council execution*)

- Location Map



MARKET AT ZEPHYRHILLS

LOCATION MAP

- Maintenance Bonding/Letter of Credit and Cost Estimates

Bond No. LICX1190011

MAINTENANCE BOND

BY THIS BOND WE, WLN Zephyrhills LLC as PRINCIPAL and Matthew A Mills, as SURETY, are bound to the City of Zephyrhills, Florida, a political subdivision of the State of Florida, herein called City, in the sum of $152,059.05 for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns jointly and severally.

THE CONDITION OF THIS BOND is that if, for a period of one (1) year commencing on the latter of the date upon which a Certificate of Completion has been issued by the City, or the date upon which the Performance Bond has been released by the City for the platted subdivision known as The Market at Zephyrhills, hereinafter called "PROJECT", PRINCIPAL:

1. Maintains all required, approved, or dedicated roads, and drainage improvements, and/or other improvements which were installed in connection with the PROJECT; and
2. Repairs or replaces all such improvements which are found by the Director of Public Works not to comply with CITY approvals or requirements, or which are found to be deficient in materials, workmanship, or structural integrity under City, State, or Federal regulations, whichever may be applicable, or industry standards; and
3. Submits a written request for an inspection of improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion of the one (1) year maintenance period referenced above; and
4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of Subparagraphs 1 and 2 above;

Then this obligation shall be void. Otherwise, it remains in full force and effect.

IT IS FURTHER understood that should the City be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL and SURETY shall be responsible for attorney's fees and court costs incurred by the City.

Dated: 10/14/2022

WITNESS AS TO PRINCIPAL: _____

PRINCIPAL _____

BY: Matt Wilson

WITNESS AS TO SURETY: _____

SURETY: _____

BY: Matt Mills

There shall be no release of this maintenance bond without a written release from the City of Zephyrhills Public Works Department.

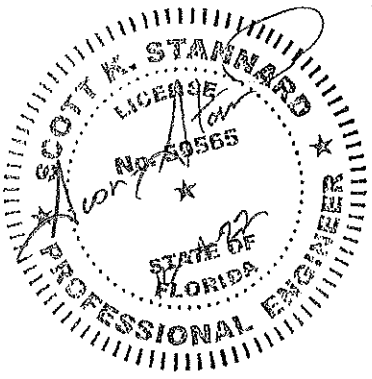
CITY OF
ZEPHYRHILLS

SUBDIVISION INFRASTRUCTURE
Market @ Zephyrhills - Pretty Pond Road & US Hwy 301
Engineer's Certification of Maintenance Bond

LOCATION: **Zephyrhills, FL**

PAVING	$142,490.00
STORM DRAINAGE	$461,345.00
SANITARY SEWER COLLECTION SYSTEM	$98,712.00
WATER DISTRIBUTION SYSTEM	$76,770.00
PEDESTRIAN AMENITIES	$3,500.00
LANDSCAPING	$230,910.00
TOTAL	$1,013,727.00
15% of TOTAL - BOND AMOUNT	$152,059.05

Estimate Prepared By: Scott K. Stannard, P.E.
Company Name: Commercial Site Solutions, Inc



PROJECT ESTIMATE TABULATION: Construction Opinion of Cost

Market @ Zephyrhills - Pretty Pond Road & US Hwy 301

LOCATION: Zehpyrhills, FL DATE: 9/14/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE		TOTAL
2900	LANDSCAPING					
	Topsoil Replacement	2,350	CY	$5.00	$/CY	$11,750.00
	Lawns & Grasses (Sod)	43,560	SF	$1.50	$/SF	$65,340.00
	Lawns & Grasses (seed)	7.00	Acres	$2,500.00	$/Acre	$17,500.00
	Trees	118	Each	$400.00	$/Each	$47,200.00
	Plants	1,353	Each	$40.00	$/Each	$54,120.00
	Pay into Tree Bank		LS	$10,000.00	$/LS	$0.00
	Ground Cover		Each	$6.00	$/Each	$0.00
	Mulch		SF	$1.50	$/SF	$0.00
	Irrigation System	1	LS	$35,000.00	LS	$35,000.00
	SUBTOTAL					$230,910.00
	Contingency	0%				$0.00
	2900 TOTAL					$230,910.00
2500	ASPHALT PAVING					
	Std. Duty Asphalt (Internal Roads)	0	SY	$35.00	$/SY	$0.00
	Heavy Duty Paving (Internal Roads)	2,722	SY	$45.00	$/SY	$122,490.00
	1" Asphalt Overlay		SY	$8.00	$/SY	$0.00
	Pavement Striping	200	LF	$2.50	$/LF	$500.00
	SUBTOTAL					$122,990.00
	Contingency	0%				$0.00
	2500 TOTAL					$122,990.00
2505	CONCRETE PAVING					
	Light Duty Paving (Sidewalk/Driveway)	0	SY	$30.00	$/SY	$0.00
	Heavy Duty Paving	0	SY	$45.00	$/SY	$0.00
	Pavement Striping	0	LF	$0.75	$/LF	$0.00
	SUBTOTAL					$0.00
	Contingency	0%				$0.00
	2505 TOTAL					$0.00
2525	CONCRETE CURB & GUTTER					
	6" Intergral Curb	1,500	LF	$13.00	$/LF	$19,500.00
	24" Curb & Gutter (Miami Curb)	0	LF	$15.00	$/LF	$0.00
	Wheel Stop	0	Each	$100.00	$/Each	$0.00
	SUBTOTAL					$19,500.00
	Contingency	0%				$0.00
	2525 TOTAL					$19,500.00
2780	WATER SERVICE					
	8" DIP Water Main	900	LF	$36.00	$/LF	$32,400.00
	Domestic Water 2" Pipe	60	LF	$12.00	$/LF	$720.00
	Fire Line 4" Pipe		LF	$16.00	$/LF	$0.00
	Fire Line 6" Pipe	70	LF	$20.00	$/LF	$1,400.00
	Fire Line 12" Pipe		LF	$42.00	$/LF	$0.00
	Fire Line _____" Pipe		LF		$/LF	$0.00
	Fire Hydrants	2	Each	$1,500.00	$/Each	$3,000.00
	12" Gate Valves	0	Each	$4,000.00	$/Each	$0.00
	8" Gate Valves	5	Each	$2,500.00	$/Each	$12,500.00
	6" Gate Valves	4	Each	$1,500.00	$/Each	$6,000.00
	Domestic Water Meter	0	Each	$1,500.00	$/Each	$0.00

PROJECT ESTIMATE TABULATION: Construction Opinion of Cost

Market @ Zephyrhills - Pretty Pond Road & US Hwy 301

LOCATION: Zehpyrhills, FL **DATE:** 9/14/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE		TOTAL
	Fire Line Water Meter		Each		$/Each	$0.00
	Irrigation Water Meter	0	Each	$1,500.00	$/Each	$0.00
	Domestic DC/BFP	0	Each	$500.00	$/Each	$0.00
	Fire Line DDC/BFP	0	Each	$8,500.00	$/Each	$0.00
	Irrigation DC/BFP	0	Each	$2,500.00	$/Each	$0.00
	Restrained Fittings	11	Each	$1,250.00	$/Each	$13,750.00
	Concrete Vault	0	Each	$15,000.00	$/Each	$0.00
	Water Tap & Valves	2	Each	$3,500.00	$/Each	$7,000.00
	Water Impact Fees		LS	$2,500.00	LS	$0.00
	SUBTOTAL					$76,770.00
	Contingency	0%				$0.00
	2780 TOTAL					$76,770.00
3515	STORMWATER MANAGEMENT					
	15" RCP Culverts	415	LF	$35.00	$/LF	$14,525.00
	18" RCP Culverts	1,178	LF	$45.00	$/LF	$53,010.00
	24" RCP Culverts	129	LF	$60.00	$/LF	$7,740.00
	30" RCP Culverts	324	LF	$72.00	$/LF	$23,328.00
	36" RCP Culverts	108	LF	$84.00	$/LF	$9,072.00
	42" RCP Culverts	0	LF	$120.00	$/LF	$0.00
	48" RCP Culverts	0	LF	$150.00	$/LF	$0.00
	Catch Basin - Grated Inlet	11	EA	$3,800.00	$/EA	$41,800.00
	Catch Basin - Curb Inlet	6	EA	$4,200.00	$/EA	$25,200.00
	Manhole	5	EA	$3,000.00	$/EA	$15,000.00
	Control Structure	1	EA	$8,500.00	$/EA	$8,500.00
	Pond Retaining Wall	6,912	SF	$35.00	$/SF	$241,920.00
	Mitered End Section	3	EA	$1,250.00	$/EA	$3,750.00
	SUBTOTAL					$443,845.00
	Contingency	0%				$0.00
	3515 TOTAL					$443,845.00
2795	SANITARY SEWER SERVICE					
	Main Sewer Line 4" Force Main		LF	$18.00	$/LF	$0.00
	6" PVC Gravity Sewer Line	181	LF	$28.00	$/LF	$5,068.00
	8" PVC Gravity Sewer Line	442	LF	$32.00	$/LF	$14,144.00
	Main Sewer Line _____" Pipe		LF		$/LF	$0.00
	Manholes	5	Each	$3,500.00	$/Each	$17,500.00
	Open Cut	40	LF	$350.00	$/LF	$14,000.00
	Cleanouts	6	Each	$500.00	$/Each	$3,000.00
	Sewer Service Impact Fees		LS	$2,500.00	LS	$0.00
	Private Sanitary Sewer System		LS		LS	$0.00
	Lift Station	1	Each	$45,000.00	$/Each	$45,000.00
	SUBTOTAL					$98,712.00
	Contingency	0%				$0.00
	2795 TOTAL					$98,712.00

PROJECT ESTIMATE TABULATION: Construction Opinion of Cost

Market @ Zephyrhills - Pretty Pond Road & US Hwy 301

LOCATION: Zehpyrhills, FL **DATE:** 9/14/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE		TOTAL
2800	**ELECTRICAL SERVICE**					
	Electrical Service	1	LS	$0.00	$/LS	$0.00
	SUBTOTAL					$0.00
	Contingency	0%				$0.00
	2800 TOTAL					$0.00
2830	**FENCING**					
	6' Chain Link Fence	875	LF	$20.00	$/LF	$17,500.00
	6' Masonry Wall Screen Fence	0	LF	$40.00	$/LF	$0.00
	fencing)					
	6' Fence Gate (At Sidewalk Connections)	0	SF	$250.00	$/LF	$0.00
	SUBTOTAL					$17,500.00
	Contingency	0%				$0.00
	2830 TOTAL					$17,500.00
16500	**SITE LIGHTING - Assumes Purchase. Lights can be leased**					
	Pole Bases	0	Each	$4,250.00	$/Each	$0.00
	Fixtures, Poles & Conduit	0	Each	$2,500.00	$/Each	$0.00
	SUBTOTAL					$0.00
	Contingency	0%				$0.00
	16500 TOTAL					$0.00
16550	**PEDESTRIAN AMENITIES**					
	Benches	1	Each	$1,000.00	$/Each	$1,000.00
	Bike Rack / Cover	1	Each	$2,500.00	$/Each	$2,500.00
	SUBTOTAL					$3,500.00
	Contingency	0%				$0.00
	16550 TOTAL					$3,500.00

Project Grand Total **$1,013,727**

Estimate Prepared By: Scott Stannard
Company Name: Commercial Site Solutions, Inc
Plans Dated: 9/14/22

MRV BANKS™

Irrevocable Unconditional Letter of Credit

Beneficiary: City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Letter of Credit No.: 400835100

Date: October 14, 2022

To Whom It May Concern:

For the account of WLN Zephyrhills, LLC, we hereby authorize you or your transferee to draw on us at sight up to an aggregate amount of One Hundred Fifty-two Thousand Fifty-nine and 05/100 Dollars ($152,059.05).

This Credit is irrevocable, unconditional and transferable. This Credit may be transferred without charge one or more times upon receipt of your written instructions submitted in accordance with the attached transfer form.

Drafts drawn under this Credit must specify the number of this Credit and be presented at the office identified below not later than August 26, 2023. Any sight draft may be presented to us by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original". If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other mechanical or electronic method of authentication.

This Credit sets forth in full the terms of our obligation to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this Credit is referred to or to which this Credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored at 871 Ste. Genevieve Drive, Ste. Genevieve MO 63670.

Yours very truly,

MRV Banks

By: Jeremy W. Schlosser
Printed: Jeremy W. Schlosser
SVP of Private Banking

- Subdivider’s Agreement with Performance Cost Estimates and Letter of Credit

  (Subdivider's Agreement *requires Council execution)*

SUBDIVIDER'S AGREEMENT

THIS SUBDIVIDER'S AGREEMENT (this "**Agreement**") is made and entered into this 18th day of October 2022 (the "**Effective Date**), by and among WLN ZEPHYRHILLS LLC, a Florida limited liability company ("**Subdivider**"), MATTHEW A. MILLS ("**Guarantor**"), and THE CITY OF ZEPHYRHILLS, a political subdivision of the State of Florida (the "**City**").

Background Statement

The City Council of the City of Zephyrhills has established a Land Development Code (the "**LDC**") pursuant to authority contained in Chapters 125, 163, and 177, Florida Statutes (collectively, the **Specified Provisions**"). The LDC affects the subdivision of land within the incorporated areas of the City. The Subdivider has filed with the City of Zephyrhills Planning Department drawings, plans, specifications, and other information relating to the construction of roads, grading, sidewalks, stormwater drainage systems, easements and rights-of-way as shown on such site plan (collectively, the "**Improvements**"), all in accordance with the specifications found in the Specified Provisions of the LDC and required by the City.

The Subdivider will build and construct the Improvements in the platted area. Pursuant to the LDC, the Subdivider requests the City to accept the Improvements for performance and maintenance of the following Improvements as applicable to this project: (i) IMPROVEMENT and (ii) IMPROVEMENT (the "**Accepted Improvements**"). The City requires the Subdivider to warrant the Accepted Improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period. The City requires the Subdivider to submit to the City an instrument guaranteeing the performance of said warranty and obligation to repair.

Agreement

NOW, THEREFORE, in consideration the intent and desire of the Subdivider as set forth herein, and to gain acceptance for maintenance by the City of the Accepted Improvements, the Subdivider, Guarantor, and City agree as follows:

1. **Background Statement**. The parties hereby acknowledge and agree that the foregoing recitals are true and accurate as of the date hereof.

2. **Incorporation of LDC**. The terms, conditions and regulations contained within the LDC are hereby incorporated herein by reference and made part of this Agreement.

3. **Warranty Period and Repair Obligations**. Subdivider hereby agrees to warrant the Accepted Improvements located within the Market at Zephyrhills subdivision against failure, deterioration or damage resulting from defects in workmanship and materials for a period of one (1) year following the date of acceptance of the Accepted Improvements for maintenance by the City (the "**Warranty Period**"). The Subdivider further agrees to correct within the Warranty Period any such failure, deterioration, or damage existing in the Accepted Improvements so that the Accepted Improvements thereafter comply with the technical specifications contained within the LDC.

4. **Letter of Credit**. Guarantor, on behalf of Subdivider, agrees to, and in accordance with the requirements of the LDC, does hereby deliver to the City a Letter of Credit securing the performance

of the obligations set forth in Section 3 of this Agreement (the "**LOC**"). The LOC is specifically identified as: [INSERT DESCRIPTION OF LETTER OF CREDIT]. A copy of the LOC is attached hereto as Exhibit "A" and incorporated herein by this reference.

5. **Failure to Repair**. In the event that the Subdivider shall fail or neglect to fulfill its obligations under Section 3 of this Agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of the defective Accepted Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of the Subdivider's failure or neglect to perform.

6. **Acceptance of Accepted Improvements**. The City agrees, pursuant to the terms contained in the LDC, to accept the Accepted Improvements for maintenance, upon proper completion, approval by the City's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.

7. **Letter of Compliance**. The City agrees, pursuant to the terms of the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Record's Certification, signed and sealed, stating that the Accepted Improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the City's Planning Department, in accordance with all applicable City regulations relating to the construction of the Accepted Improvements.

8. **Severability**. If any article, section, clause or provision of this Agreement is held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.

9. **Entire Agreement**. This document contains the entire agreement of the parties and shall not be modified or altered except in writing signed by all parties to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Agreement, all as of the Effective Date.

SUBDIVIDER:

WLN ZEPHYRHILLS LLC,
a Florida limited liability company

By: Wilson Development Group, LLC,
its Manager

By: GREIP, LLC, its Manager

By: _____
Matthew Wilson, Manager

GUARANTOR:

MP, ~~LLC~~,
a ~~limited liability company~~

By: _____
Name: Matthew A. Mills
Its: _____

CITY:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Name: _____
Its: _____

EXHIBIT "A"

Letter of Credit

[to be attached]

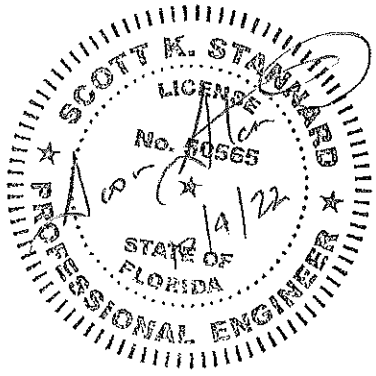
SUBDIVISION INFRASTRUCTURE

Market @ Zephyrhills - Pretty Pond Road & US Hwy 301
Engineer's Certification of Total Cost to Complete

LOCATION: **Zephyrhills, FL**

PAVING	$12,146.93
STORM DRAINAGE	$0.00
SANITARY SEWER COLLECTION SYSTEM	$50,488.20
WATER DISTRIBUTION SYSTEM	$0.00
PEDESTRIAN AMENITIES	$3,675.00
LANDSCAPING	$161,147.18
TOTAL	$227,457.30
125% PERFOMANCE BOND AMOUNT	$284,321.63

Estimate Prepared By: Scott K. Stannard, P.E.
Company Name: Commercial Site Solutions, Inc



PROJECT ESTIMATE TABULATION: Conceptual Opinion of Cost

Wilson Development - Market at Zephyrhills

LOCATION: Pasco County, FL **DATE:** 08/24/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE		TOTAL
2050	**DEMOLITION**					
	Concrete	0	SF	$4.50	$/SF	$0.00
	Drainage/Utilities	0	LS	$10,000.00	$/LS	$0.00
	SUBTOTAL					$0.00
	Contingency	5%				$0.00
	2050 TOTAL					$0.00
2100	**SITE PREPARATION**					
	Site Clearing & Grubbing	0.0	Acres	$2,500.00	$/Acre	$0.00
	Selective Tree Removal	0	Each	$400.00	$/Each	$0.00
	Site Stripping (Top Soil)	0	CY	$3.50	$/CY	$0.00
	SUBTOTAL					$0.00
	Contingency	5%				$0.00
	2100 TOTAL					$0.00
2270	**SEDIMENT/EROSION CONTROL**					
	Silt Fence	0	LF	$4.50	$/LF	$0.00
	Diversion Berms/Channels	0	LF	$5.00	$/LF	$0.00
	Construction Entrance/Exit	0	Each	$3,000.00	$/Each	$0.00
	Rip Rap Stone	0	SY	$75.00	$/SY	$0.00
	Sediment Basin		Each	$2,500.00	$/Each	$0.00
	Structures (incl. inlet protections)	0	Each	$200.00	$/Each	$0.00
	Stone Laydown Area	0	LS	$5,000.00	$/LS	$0.00
	Tree Protection Fencing	0	LF	$5.00	$/LF	$0.00
	Culvert Inlet Protection	0	Each	$1,000.00	$/Each	$0.00
	Temporary Slope Drain		LF	$26.00	$/LF	$0.00
	Temporary 24" CPP Pipe	0	LF	$40.00	$/LF	$0.00
	Temporary Cover (i.e. seeding, hydro-mulch, etc.)	0.00	Acre	$10,000.00	$/Acre	$0.00
	SUBTOTAL					$0.00
	Contingency	5%				$0.00
	2270 TOTAL					$0.00
2200	**EARTHWORK**					
	Cut/Fill Onsite	0	CY	$6.00	$/CY	$0.00
	Rock Excavation		CY		$/CY	$0.00
	Import Fill	0	CY	$18.00	$/CY	$0.00
	Export Material		CY	$18.00	$/CY	$0.00
	Dewatering	0	LS	$10,000.00	$/LS	$0.00
	Sheeting/Shoring	0	LS	$15,000.00	$/LS	$0.00
	Building Undercut (If not included under Cut/Fill Onsite)		CY	$12.00	$/CY	$0.00
	SUBTOTAL					$0.00
	Contingency	5%				$0.00
	2200 TOTAL					$0.00
2900	**LANDSCAPING**					
	Topsoil Replacement	0	CY	$5.00	$/CY	$0.00
	Lawns & Grasses (Sod)	30,569	SF	$1.50	$/SF	$45,853.50
	Lawns & Grasses (seed)	7.00	Acres	$2,500.00	$/Acre	$17,500.00
	Trees	90	Each	$400.00	$/Each	$36,000.00
	Shrubs	1,353	Each	$40.00	$/Each	$54,120.00

PROJECT ESTIMATE TABULATION: Conceptual Opinion of Cost

Wilson Development - Market at Zephyrhills

LOCATION: Pasco County, FL **DATE: 08/24/22**

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE		TOTAL
	Pay into Tree Bank		LS	$10,000.00	$/LS	$0.00
	Ground Cover		Each	$6.00	$/Each	$0.00
	Mulch		SF	$1.50	$/SF	$0.00
	Irrigation System	0	LS	$25,000.00	LS	$0.00
	SUBTOTAL					$153,473.50
	Contingency	5%				$7,673.68
	2900 TOTAL					$161,147.18
2500	ASPHALT PAVING					
	Std. Duty Asphalt (Internal Roads)	0	SY	$35.00	$/SY	$0.00
	Heavy Duty Paving		SY	$45.00	$/SY	$0.00
	0.5" Asphalt Overlay	2,722	SY	$4.25	$/SY	$11,568.50
	Pavement Striping		LF	$2.50	$/LF	$0.00
	SUBTOTAL					$11,568.50
	Contingency	5%				$578.43
	2500 TOTAL					$12,146.93
2505	CONCRETE PAVING					
	Light Duty Paving (Sidewalk/Driveway)	0	SY	$30.00	$/SY	$0.00
	Heavy Duty Paving	0	SY	$45.00	$/SY	$0.00
	Pavement Striping	0	LF	$0.75	$/LF	$0.00
	SUBTOTAL					$0.00
	Contingency	5%				$0.00
	2505 TOTAL					$0.00
2508	TRAFFIC SIGNAGE					
	Monument Sign (Development Entrance)	0	Each	$10,000.00	$/Each	$0.00
	Handicap Signs	0	Each	$250.00	$/Each	$0.00
	Concrete Bollards		Each	$300.00	$/Each	$0.00
	Fire Lane Signs		Each	$150.00	$/Each	$0.00
	Stop Signs	0	Each	$250.00	$/Each	$0.00
	SUBTOTAL					$0.00
	Contingency	5%				$0.00
	2508 TOTAL					$0.00
2525	CONCRETE CURB & GUTTER					
	6" Intergral Curb	0	LF	$13.00	$/LF	$0.00
	24" Curb & Gutter (Miami Curb)	0	LF	$15.00	$/LF	$0.00
	Wheel Stop	0	Each	$100.00	$/Each	$0.00
	SUBTOTAL					$0.00
	Contingency	5%				$0.00
	2525 TOTAL					$0.00
2780	WATER SERVICE					
	8" DIP Water Main	0	LF	$36.00	$/LF	$0.00
	Domestic Water 2" Pipe	0	LF	$12.00	$/LF	$0.00
	Fire Line 4" Pipe		LF	$16.00	$/LF	$0.00
	Fire Line 6" Pipe	0	LF	$20.00	$/LF	$0.00
	Fire Line 12" Pipe		LF	$42.00	$/LF	$0.00
	Fire Line _____" Pipe		LF		$/LF	$0.00
	Fire Hydrants	0	Each	$1,500.00	$/Each	$0.00

PROJECT ESTIMATE TABULATION: Conceptual Opinion of Cost

Wilson Development - Market at Zephyrhills

LOCATION: Pasco County, FL **DATE:** 08/24/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE		TOTAL
	12" Gate Valves	0	Each	$4,000.00	$/Each	$0.00
	8" Gate Valves	0	Each	$2,500.00	$/Each	$0.00
	6" Gate Valves	0	Each	$1,500.00	$/Each	$0.00
	Domestic Water Meter	0	Each	$1,500.00	$/Each	$0.00
	Fire Line Water Meter		Each		$/Each	$0.00
	Irrigation Water Meter	0	Each	$1,500.00	$/Each	$0.00
	Domestic DC/BFP	0	Each	$500.00	$/Each	$0.00
	Fire Line DDC/BFP	0	Each	$8,500.00	$/Each	$0.00
	Irrigation DC/BFP	0	Each	$2,500.00	$/Each	$0.00
	Restrained Fittings	0	Each	$1,250.00	$/Each	$0.00
	Concrete Vault	0	Each	$15,000.00	$/Each	$0.00
	Water Tap & Valves	0	Each	$2,500.00	$/Each	$0.00
	Water Impact Fees		LS	$2,500.00	LS	$0.00
	SUBTOTAL					$0.00
	Contingency	5%				$0.00
	2780 TOTAL					$0.00
3515	STORMWATER MANAGEMENT					
	15" RCP Culverts	0	LF	$24.00	$/LF	$0.00
	18" RCP Culverts	0	LF	$36.00	$/LF	$0.00
	24" RCP Culverts	0	LF	$45.00	$/LF	$0.00
	30" RCP Culverts	0	LF	$56.00	$/LF	$0.00
	36" RCP Culverts	0	LF	$60.00	$/LF	$0.00
	42" RCP Culverts	0	LF	$72.00	$/LF	$0.00
	48" RCP Culverts	0	LF	$96.00	$/LF	$0.00
	Catch Basin - Grated Inlet	0	EA	$3,000.00	$/EA	$0.00
	Catch Basin - Curb Inlet	0	EA	$3,500.00	$/EA	$0.00
	Manhole	0	EA	$2,200.00	$/EA	$0.00
	Control Structure	0	EA	$7,500.00	$/EA	$0.00
	Graded Pond w/ Retaining Wall	0	EA	$60,000.00	$/EA	$0.00
	Mitered End Section	0	EA	$1,250.00	$/EA	$0.00
	SUBTOTAL					$0.00
	Contingency	5%				$0.00
	3515 TOTAL					$0.00
2795	SANITARY SEWER SERVICE					
	Main Sewer Line 4" Force Main	588	LF	$18.00	$/LF	$10,584.00
	6" PVC Gravity Sewer Line		LF	$18.00	$/LF	$0.00
	8" PVC Gravity Sewer Line		LF	$24.00	$/LF	$0.00
	Main Sewer Line _____" Pipe		LF		$/LF	$0.00
	Manholes		Each	$3,000.00	$/Each	$0.00
	Open Cut		LF	$350.00	$/LF	$0.00
	Cleanouts		Each	$500.00	$/Each	$0.00
	Plug Valve	1	LS	$2,500.00	LS	$2,500.00
	Private Sanitary Sewer System		LS		LS	$0.00
	Lift Station	1	Each	$35,000.00	$/Each	$35,000.00

PROJECT ESTIMATE TABULATION: Conceptual Opinion of Cost

Wilson Development - Market at Zephyrhills

LOCATION: Pasco County, FL **DATE:** 08/24/22

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE		TOTAL
	SUBTOTAL					$48,084.00
	Contingency 5%					$2,404.20
	2795 TOTAL					$50,488.20
2800	ELECTRICAL SERVICE					
	Electrical Service	0	LS	$50,000.00	S/LS	$0.00
	SUBTOTAL					$0.00
	Contingency 5%					$0.00
	2800 TOTAL					$0.00
2830	FENCING					
	6' PVC Screen Fence	0	LF	$20.00	S/LF	$0.00
	6' Masonry Wall Screen Fence	0	LF	$40.00	S/LF	$0.00
	fencing)					
	6' Fence Gate (At Sidewalk Connections)	0	SF	$250.00	S/LF	$0.00
	SUBTOTAL					$0.00
	Contingency 5%					$0.00
	2830 TOTAL					$0.00
16500	SITE LIGHTING - Assumes Purchase. Lights can be leased					
	Pole Bases	0	Each	$4,250.00	S/Each	$0.00
	Fixtures, Poles & Conduit	0	Each	$2,500.00	S/Each	$0.00
	SUBTOTAL					$0.00
	Contingency 5%					$0.00
	16500 TOTAL					$0.00
16550	PEDESTRIAN AMENITIES					
	Benches	1	Each	$1,000.00	S/Each	$1,000.00
	Bike Rack / Cover	1	Each	$2,500.00	S/Each	$2,500.00
	SUBTOTAL					$3,500.00
	Contingency 5%					$175.00
	16550 TOTAL					$3,675.00
	Project Grand Total					**$227,457**

Estimate Prepared By: Scott Stannard
Company Name: Commercial Site Solutions, Inc
Plans Dated: 8/24/22

MRV BANKS™

Irrevocable Unconditional Letter of Credit

Beneficiary: City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Letter of Credit No.: 400834600

Date: October 14, 2022

To Whom It May Concern:

For the account of WLN Zephyrhills, LLC, we hereby authorize you or your transferee to draw on us at sight up to an aggregate amount of Two Hundred Eighty-four Thousand Three Hundred Twenty-one and 63/100 Dollars ($284,321.63).

This Credit is irrevocable, unconditional and transferable. This Credit may be transferred without charge one or more times upon receipt of your written instructions submitted in accordance with the attached transfer form.

Drafts drawn under this Credit must specify the number of this Credit and be presented at the office identified below not later than August 26, 2023. Any sight draft may be presented to us by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original". If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other mechanical or electronic method of authentication.

This Credit sets forth in full the terms of our obligation to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this Credit is referred to or to which this Credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored at 871 Ste. Genevieve Drive, Ste. Genevieve MO 63670.

Yours very truly,

MRV Banks

By: _____
Printed: Jeremy W. Schlosser
SVP of Private Banking

- Final Plat (Mylar *requires Council execution*)

PLAT BOOK PAGE NO.

MARKET AT ZEPHYRHILLS

A REPLAT OF A PORTION OF TRACTS 49, 50, 63 AND ALL OF TRACT 64 OF ZEPHYRHILLS COLONY COMPANY LANDS AS RECORDED IN PLAT BOOK 1, PAGE 55
LYING WITHIN SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

DESCRIPTION:

A PORTION OF TRACTS 49, 50, 63 AND 64, A MAP SHOWING THE LOCATION OF THE LANDS OF THE ZEPHYRHILLS COLONY COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 55 PUBLIC RECORDS OF PASCO COUNTY , FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, S.89°59'18"W., A DISTANCE OF 192.74 FEET TO THE WEST RIGHT OF WAY LINE OF UNITED STATES HIGHWAY 301 (ALSO KNOWN AS GALL BOULEVARD AND STATE ROAD 39) SHOWN ON THE FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 940, DATED NOVEMBER 18TH, 1939; THENCE ALONG SAID WEST RIGHT OF WAY LINE, N.01°08'03"W., A DISTANCE OF 25.00 FEET TO THE NORTH RIGHT OF WAY LINE OF PRETTY POND ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 415, PAGE 401, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°59'18"W., A DISTANCE OF 467.70 FEET TO THE EAST LINE OF AFORESAID TRACT 63; THENCE ALONG SAID EAST LINE, S.00°08'50"W., A DISTANCE OF 10.00 FEET TO THE NORTH RIGHT OF WAY LINE OF AN UNNAMED ROAD, AS RECORDED IN AFORESAID PLAT BOOK 1, PAGE 55; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°59'18"W., A DISTANCE OF 124.50 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1, ZEPHYRHILLS SUPERCENTER – A REPLAT, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 42, PAGES 58 THROUGH 59, PUBLIC RECORDS OF PASCO COUNTY , FLORIDA ; THENCE ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, N.00°08'50"E., A DISTANCE OF 648.07 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE, N.89°59'53"E., A DISTANCE OF 577.93 FEET TO THE AFORESAID WEST RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.01°08'03"E., A DISTANCE OF 638.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.60 ACRES, MORE OR LESS.

DEDICATION:

WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, (THE "OWNER"), HEREBY STATES AND DECLARES THAT IT IS THE FEE SIMPLE OWNER OF ALL LANDS REFERRED TO AS MARKET AT ZEPHYRHILLS AND DESCRIBED IN THE LEGAL DESCRIPTION, WHICH IS A PART OF THIS PLAT, AND MAKES THE FOLLOWING DEDICATIONS.

1. "OWNER" HEREBY RESERVES TRACT "A" (ADDITIONAL RIGHT-OF WAY FOR PRETTY POND ROAD) AS SHOWN AND DEPICTED HEREON TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF ZEPHYRHILLS (THE "CITY") FOR ANY AND ALL PURPOSES INCIDENTAL THERETO.

2. "OWNER" HEREBY GRANTS, CONVEYS AND DEDICATES TO THE PERPETUAL USE OF THE PUBLIC AND THE "CITY" ALL UTILITY IMPROVEMENTS AND FACILITIES TOGETHER WITH ANY NECESSARY EASEMENTS LYING WITHIN OR UPON THE LANDS DEPICTED ON THIS PLAT AS "PUBLIC UTILITY EASEMENT," AND FURTHER DOES HEREBY RESERVE UNTO THEMSELVES, THEIR RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS, OR LEGAL REPRESENTATIVES, THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN ALL UTILITY IMPROVEMENTS, OR UTILITIES AND APPURTENANCES LYING WITHIN THE LANDS DEPICTED ON THIS PLAT UNTIL SUCH TIME AS THE OPERATION AND MAINTENANCE OF SAID UTILITY IMPROVEMENTS, FACILITIES, AND APPURTENANCES ARE ASSUMED BY THE "CITY."

3. "OWNER" DOES FURTHER GRANT AND RESERVE UNTO THEMSELVES, ITS SUCCESSORS, ASSIGNS, OR LEGAL REPRESENTATIVES A PERPETUAL EASEMENT OVER AND ACROSS ALL LANDS SHOWN HEREON AS DRAINAGE AND LANDSCAPE AREA FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING THE DRAINAGE INFRASTRUCTURE, LANDSCAPING AND SECURITY WALLS LYING THEREIN.

4. "OWNER" HEREBY GRANTS, CONVEYS, WARRANTS, AND DEDICATES TO THE "CITY", A NON-EXCLUSIVE FLOW-THROUGH EASEMENT AND REASONABLE RIGHT OF ACCESS TO ENSURE THE FREE FLOW OF WATER FOR GENERAL PUBLIC DRAINAGE PURPOSES OVER, THROUGH, AND UNDER ALL DRAINAGE EASEMENTS OR COMMONLY OWNED PROPERTY SHOWN ON THIS PLAT. IN THE EVENT THE "OWNER" FAILS TO PROPERLY MAINTAIN ANY DRAINAGE EASEMENTS/FACILITIES PREVENTING THE FREE FLOW OF WATER, THE "CITY" SHALL HAVE THE REASONABLE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS AND ENTER UPON ANY DRAINAGE EASEMENT FOR THE PURPOSE OF PERFORMING MAINTENANCE TO ENSURE THE FREE FLOW OF WATER.

5. "OWNER" DOES FURTHER GRANT AND RESERVE UNTO THEMSELVES, ITS SUCCESSORS AND ASSIGNS, THE TITLE TO ANY LANDS OR IMPROVEMENTS DEDICATED TO THE PUBLIC OR TO THE CITY, IF FOR ANY REASON SUCH DEDICATION SHALL BE EITHER VOLUNTARILY VACATED, VOIDED, OR INVALIDATED TO THE EXTENT CONSISTENT WITH S. 177.085(1).

OWNER: WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

_____
<NAME><TITLE>

WITNESS _____ WITNESS _____
(SIGN) (PRINT)

WITNESS _____ WITNESS _____
(SIGN) (PRINT)

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS _____ DAY OF _____ 2022, PERSONALLY APPEARED <NAME>, AS <TITLE> OF WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT _____ COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PLAT NOTES

1. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

2. THE COORDINATE VALUES SHOWN HEREON ARE BASED ON THE PASCO COUNTY PRIMARY HORIZONTAL CONTROL NETWORK AND WERE ESTABLISHED TO THIRD ORDER CLASS I ACCURACY AS DEFINED BY THE STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS, AS PUBLISHED BY THE FEDERAL GEODETIC COMMITTEE DATED SEPTEMBER 1984 OR LATEST EDITION". (PCLDC 306.10) THE COORDINATES SHOWN TIED TO NATIONAL GEODETIC SURVEY MONUMENT "T40 167" (PID AL8108).

3. BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2007 ADJUSTMENT). THE NORTH RIGHT-OF-WAY LINE OF PRETTY POND ROAD, HAVING A GRID BEARING OF S.89°59'18"W.

4. SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE CITY OF ZEPHYRHILLS BUILDING DEPARTMENT HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.

5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

6. IN ADDITION TO THE EXISTING EASEMENTS AS SHOWN HEREON, THE LANDS WITHIN THIS PLAT ARE SUBJECT TO THE FOLLOWING ENCUMBRANCE, SPECIAL WARRANTY DEED RECORDED 11/06/2020 IN OFFICIAL RECORDS BOOK 10212, PAGE 103, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

MORTGAGEE: CONSENT TO DEDICATION

GUARANTY BANK, AS MORTGAGEE UNDER A CERTAIN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT DATED OCTOBER 29, 2020 AS RECORDED IN OFFICIAL RECORDS BOOK 10212, PAGE 107 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, HEREBY CONSENTS TO AND JOINS IN THE RECORDING OF THIS INSTRUMENT AND THE DEDICATIONS SHOWN HEREON.

_____
<NAME><TITLE>

WITNESS _____ WITNESS _____
(SIGN) (SIGN)

WITNESS _____ WITNESS _____
(PRINT) (PRINT)

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS _____ DAY OF _____ 2022, PERSONALLY APPEARED <NAME>, AS <TITLE> OF GUARANTY BANK, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT _____ COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

CERTIFICATE OF TITLE

STATE OF FLORIDA)
) SS:
COUNTY OF PASCO)

WE, STEWART TITLE GUARANTY COMPANY, A TITLE COMPANY DULY LICENSED IN THE STATE OF FLORIDA, HAVE COMPLETED A PROPERTY INFORMATION REPORT (PROPERTY INFORMATION REPORT FOR THE FILING OF A SUBDIVISION PLAT, FILE NO. 20000090251B AND, BASED ON SAID REPORT FIND THAT THE TITLE OF THE PROPERTY IS VESTED IN WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THAT THE CURRENT TAXES HAVE BEEN PAID, AND THAT THE PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGES, OTHER ENCUMBRANCES OR EASEMENTS OTHER THAN SHOWN PROPERTY INFORMATION REPORT FOR THE FILING OF A SUBDIVISION PLAT. FILE NO. 20000090251A.

THIS THE ___ DAY OF _____, 2022

STEWART TITLE GUARANTY COMPANY

BY: _____
<NAME>, AUTHORIZED SIGNATORY

REVIEW OF PLAT BY REGISTERED SURVEYOR, CITY OF ZEPHYRHILLS

PURSUANT TO SECTION 177.081(1), FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A LIMITED REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART I, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

SIGNED AND SEALED THIS _____ DAY OF _____, 2022

_____
PRINTED NAME DAVID G. ARMSTRONG, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 4970

CERTIFICATE OF APPROVAL BY CITY COUNCIL

THIS IS TO CERTIFY THAT ON THIS THE _____ DAY OF _____, 2022, THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA.

_____
JODI WILKESON, PRESIDENT

ATTEST:

_____
, CITY MANAGER

CERTIFICATE OF THE CLERK OF CIRCUIT COURT

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ON THIS THE ___ DAY OF _____, 2022, IN PLAT BOOK _____, PAGE(S)_____.

_____
NIKKI ALVAREZ-SOWLES ESQ., PASCO COUNTY CLERK & COMPTROLLER

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THE UNDERSIGNED, BEING CURRENTLY LICENSED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUTES, CHAPTER 177, PART I.

SIGNED AND SEALED THIS _____ DAY OF _____, 2022.

_____
CHARLES M. ARNETT, PSM
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6884
FOR GEOPOINT SURVEYING, INC.
LICENSE NO. LB7768

GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com
Phone: (813) 248-8888
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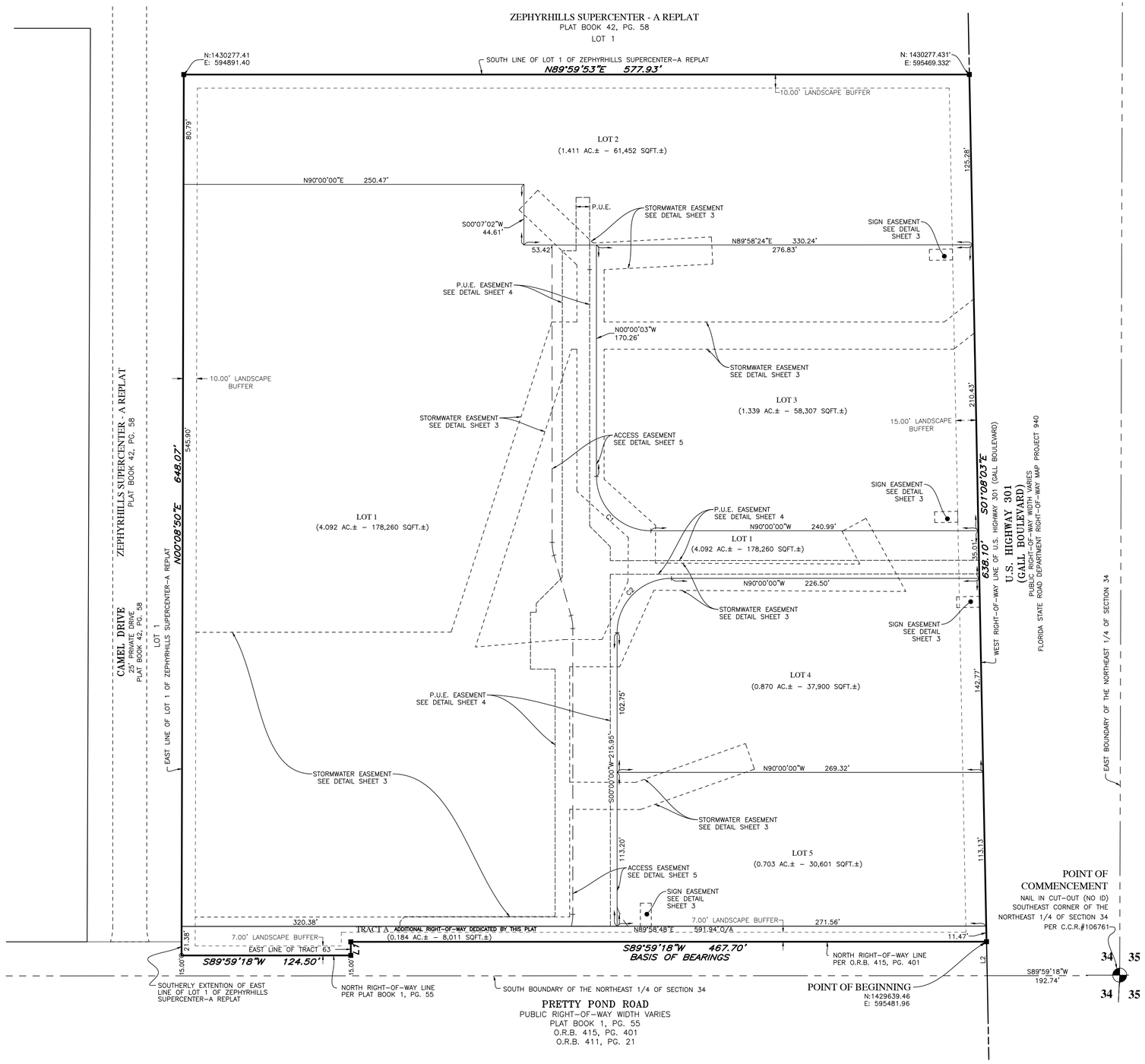
SHEET 1 OF 5 SHEETS

MARKET AT ZEPHYRHILLS

A REPLAT OF A PORTION OF TRACTS 49, 50, 63 AND ALL OF TRACT 64 OF ZEPHYRHILLS COLONY COMPANY LANDS AS RECORDED IN PLAT BOOK 1, PAGE 55
LYING WITHIN SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

PLAT BOOK	PAGE NO.



LINE DATA TABLE		
NO.	BEARING	LENGTH
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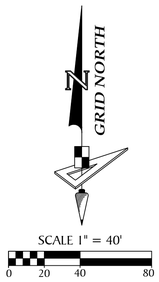
L2	N 01°08'03" W	25.00'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	40.00'	89°59'57"	62.83'	56.57'	N45°00'02"W
C2	40.00'	90°00'00"	62.83'	56.57'	N45°00'00"E



LEGEND:

- ■ -------- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"X4" CONCRETE MONUMENT WITH DISK LB7768
- ⊙ -------- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - MAG NAIL AND DISK LB7768
- O.R.B. ------ OFFICIAL RECORDS BOOK
- PG. ------ PAGE
- P.U.E. ------ PUBLIC UTILITY EASEMENT
- O/A -------- OVERALL
- C.C.R ------ CERTIFIED CORNER RECORD
- AC. -------- ACRES
- SQFT. ------ SQUARE FEET

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00') (IE: 7.5' = 7.50')

A 1/2 INCH DIAMETER IRON PIPE WITH CAP No. LB7768 WILL BE SET AT EACH LOT CORNER, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.091(9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

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www.geopointsurvey.com
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SHEET 2 OF 5 SHEETS

MARKET AT ZEPHYRHILLS

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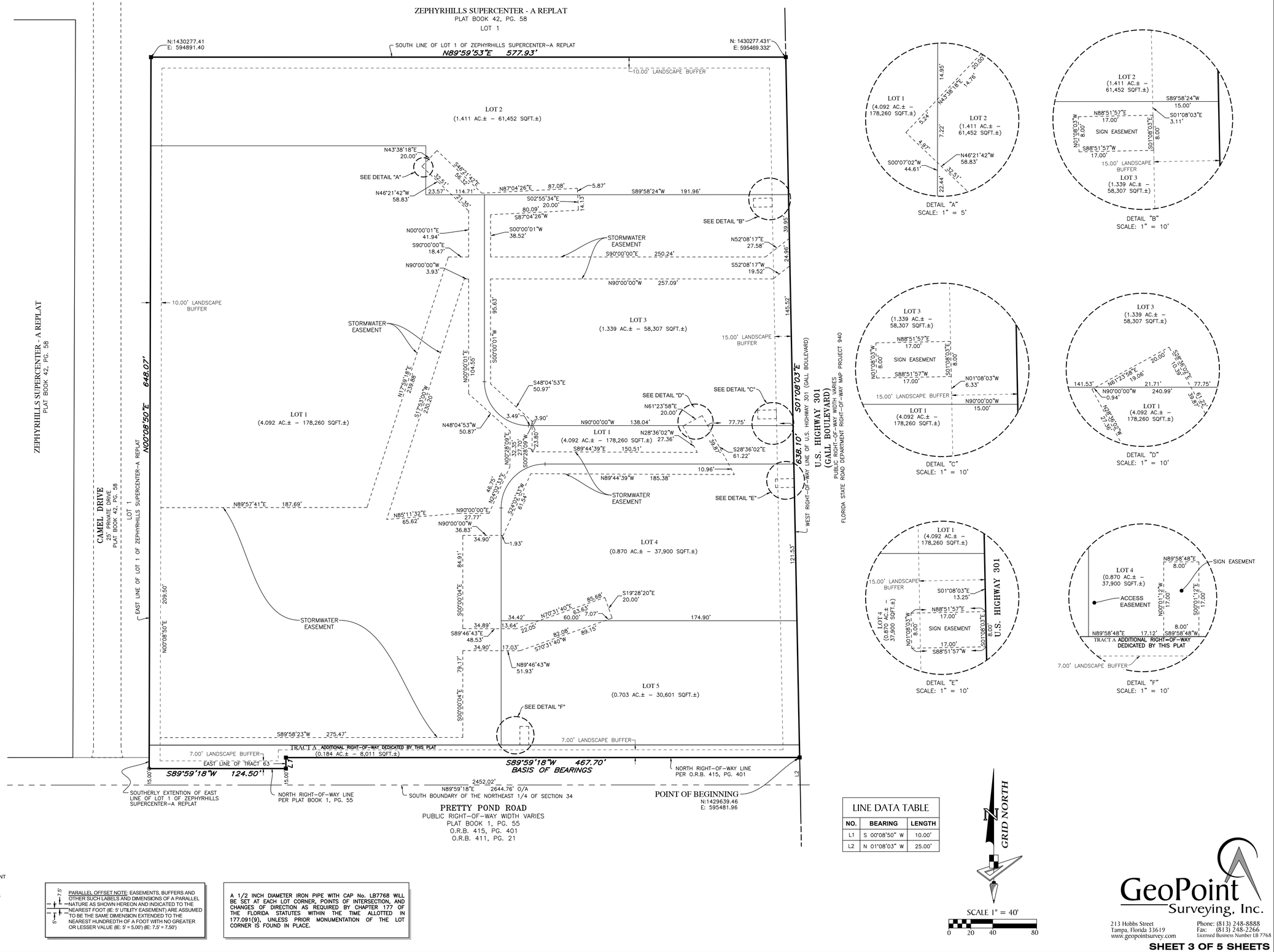
PLAT BOOK	PAGE NO.



DETAIL "A"
SCALE: 1" = 5'

DETAIL "B"
SCALE: 1" = 10'

DETAIL "C"
SCALE: 1" = 10'

DETAIL "D"
SCALE: 1" = 10'

DETAIL "E"
SCALE: 1" = 10'

DETAIL "F"
SCALE: 1" = 10'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°08'50" W	10.00'
L2	N 01°08'03" W	25.00'

GRID NORTH

SCALE 1" = 40'
0 20 40 80

LEGEND:
- ■ -------- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"X4" CONCRETE MONUMENT WITH DISK LB7768
- ◉ -------- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - MAG NAIL AND DISK LB7768
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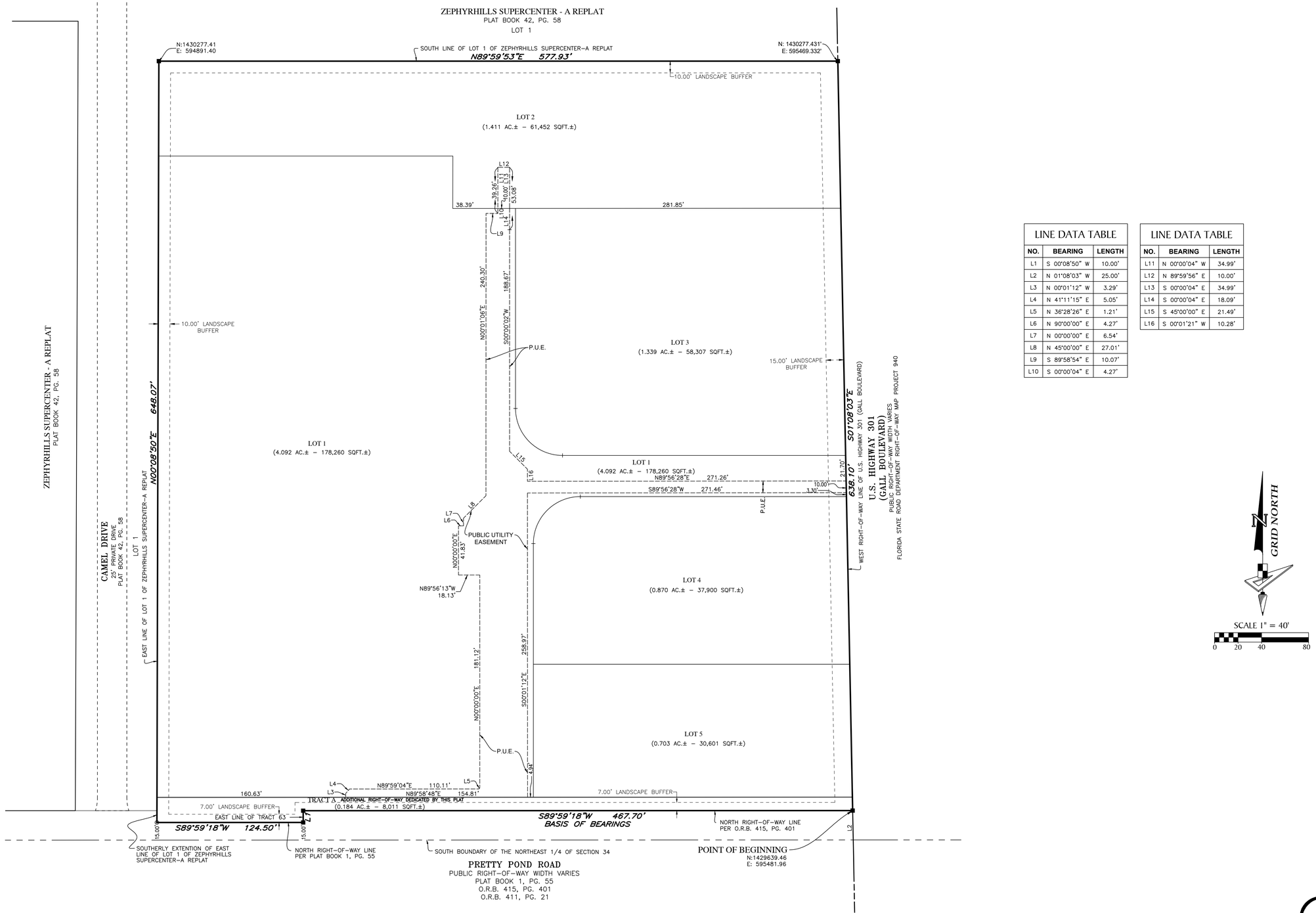

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L4	N 41°11'15" E	5.05'
L5	N 36°28'26" E	1.21'
L6	N 90°00'00" E	4.27'
L7	N 00°00'00" E	6.54'
L8	N 45°00'00" E	27.01'
L9	S 89°58'54" E	10.07'
L10	S 00°00'04" E	4.27'

LINE DATA TABLE		
NO.	BEARING	LENGTH
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L12	N 89°59'56" E	10.00'
L13	S 00°00'04" E	34.99'
L14	S 00°00'04" E	18.09'
L15	S 45°00'00" E	21.49'
L16	S 00°01'21" W	10.28'

GRID NORTH

SCALE 1" = 40'
0 20 40 80

LEGEND:
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SHEET 4 OF 5 SHEETS

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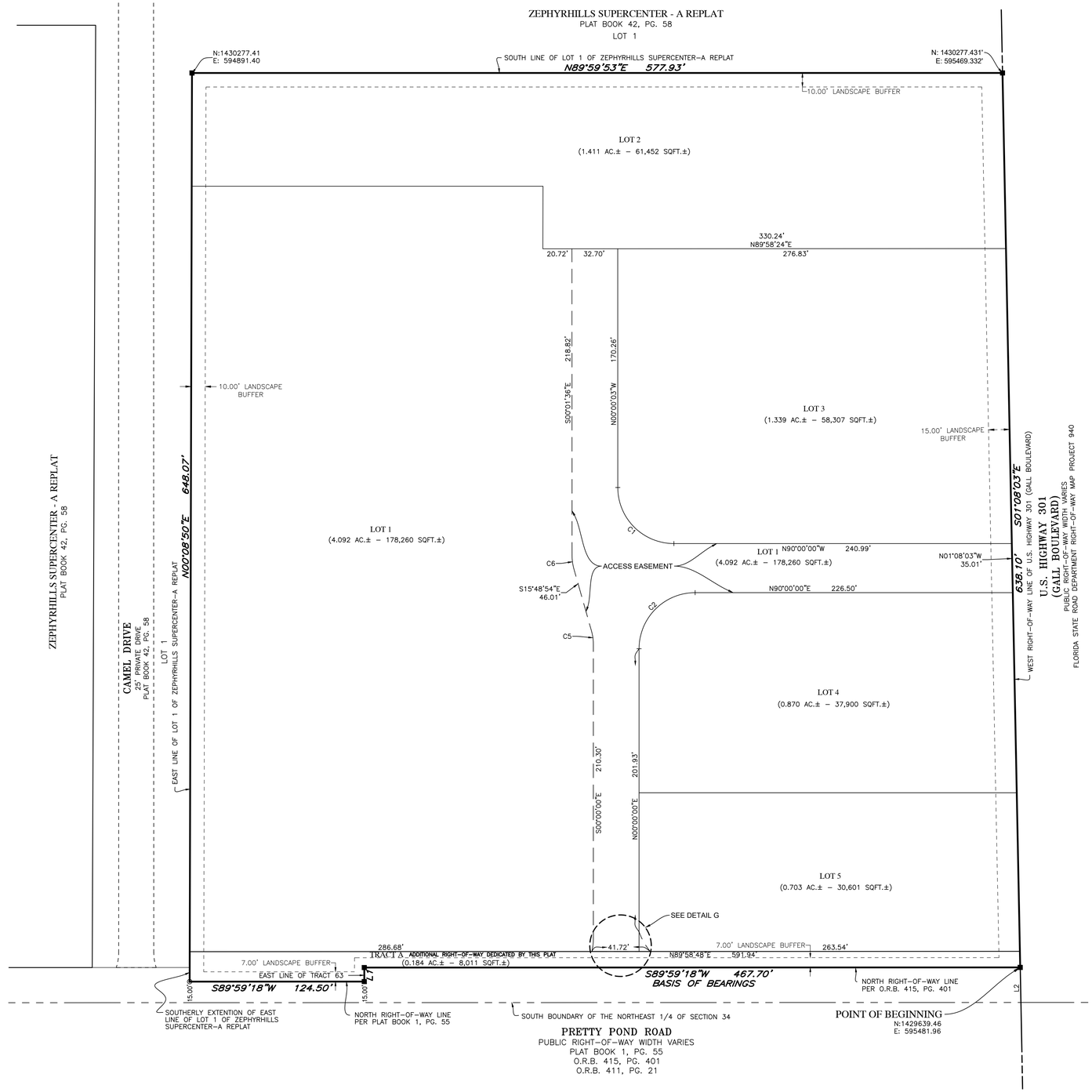
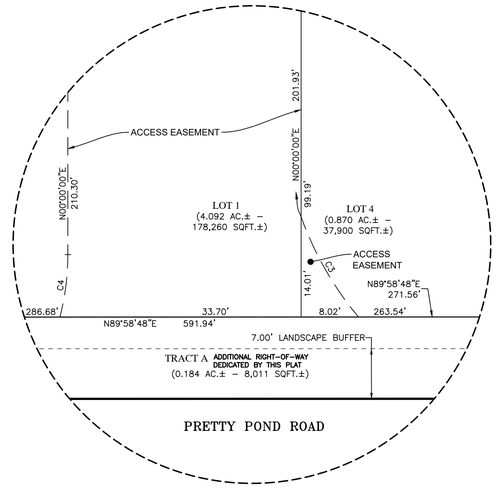
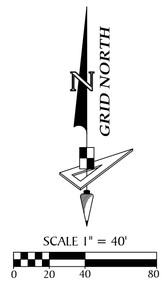




DETAIL "G"
SCALE: 1" = 10'



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C2	40.00'	90°00'00"	62.83'	56.57'	N45°00'00"E
C3	45.78'	20°18'26"	16.23'	16.14'	N29°47'15"W
C4	35.03'	14°26'35"	8.83'	8.81'	N07°13'27"E
C5	35.00'	15°48'54"	9.66'	9.63'	S07°54'27"E
C6	35.00'	15°48'53"	9.66'	9.63'	S07°54'26"E

LEGEND:

- ■ ------- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"X4" CONCRETE MONUMENT WITH DISK LB7768
- ◉ ------- SET (P.R.M.) PERMANENT REFERENCE MONUMENT - MAG NAIL AND DISK LB7768
- O.R.B. ------ OFFICIAL RECORDS BOOK
- PG. ------ PAGE
- P.U.E. ------ PUBLIC UTILITY EASEMENT
- O/A ------- OVERALL
- C.C.R------ CERTIFIED CORNER RECORD
- AC. ------- ACRES
- SQFT.------ SQUARE FEET

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00') (IE: 7.5' = 7.50')

A 1/2 INCH DIAMETER IRON PIPE WITH CAP No. LB7768 WILL BE SET AT EACH LOT CORNER, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.091(9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com
Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Business Number LB 7768

SHEET 5 OF 5 SHEETS

City Council Meeting
October 24, 2022

Action Item

CITY ATTORNEY'S REPORT 5.1

Eiland Blvd. Mixed Use PUD FLUMA - Ordinance 1448-22
First Reading **ORDINANCE NO. 1448-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT FROM COUNTY RES-6, COUNTY RES-9 AND CITY RU (RESIDENTIAL URBAN) TO CITY MU (MIXED USE), FOR PARCELS 03-26-21-0010-02000-0000, 03-26-21-0010-03600-0000, 03-26-21-0010-05100-0000, 03-26-21-0010-06100-0000; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."**

Issue:
Annexation, Future Land Use Map Amendment and Rezoning applications concerning approximately 29.38 acres generally located on the north side of Eiland Boulevard, east of Fort King Road.

Background:
Simultaneous review of the following applications submitted by Gulf Coast Construction concerning +/-30 acres of real property, generally located on the north side of Eiland Bouldevard, east of Fort King Road:
1. Annexation of +/-11.75 Acres into the municipal boundaries of the City of Zephyrhills - *Parcels 03-26-21-0010-05100-0000 & 03-26-21-0010-06100-0000;*
2. Small-Scale Future Land Use Map Amendment (FLUMA), changing the FLU classification of 21.92 Acres from County RES-6, RES-9 and City RU to City MU; and
3. Application to rezone, changing the zoning designations of the Subject Property from County AR, County AC, City R4 and City C2 to City PUD.

Attachment(s):
1. Ordinance 1448 EILAND Mixed Use PUD FLU
2. EXHIBIT A_1448
3. Exhibit B - Eiland Mixed Use PUD Annexation, FLU and Rezoning
4. Exhibit C - Eiland Mixed Use PUD Annexation, FLU and Rezoning
5. Staff Report_Eiland_PC09.20.22
6. Map Series_Eiland MU
7. F.S. 163 Analysis (1) (1)
8. Premature Development; Urban Spraw Analysis (1) (1)
9. EILAND Frontage Renderings

Fiscal Impact:
N/A

Staff Recommendation:
Staff Recommends Approval

ORDINANCE NO. 1448-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT FROM COUNTY RES-6, COUNTY RES-9 AND CITY RU (RESIDENTIAL URBAN) TO CITY MU (MIXED USE), FOR PARCELS 03-26-21-0010-02000-0000, 03-26-21-0010-03600-0000, 03-26-21-0010-05100-0000, 03-26-21-0010-06100-0000; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florid pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the land owners, together with the approval of the City Council of said Future Land Use Map Amendment duly expressed by Ordinance; and

WHEREAS, Clyde A. Biston and Acme Development Corp., as owners of the lands described in Section 3 below did consent to the Future Land Use Classification change of said lands to City MU (Mixed Use); and

WHEREAS, due public notice of hearings on the proposed rezoning were given by the City Council on November 3, 2022, as required by the Zephyrhills Land Development Code, as amended, and Chapter 125.55(2), Florida Statutes; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a meeting on the 20th day of September, 2022 to consider the proposed rezoning and did recommend approval; and

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a small-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the Mixed Use (MU) Future Land Use Classification would be appropriate, would promote the general welfare and would encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Council of Zephyrhills, Florida as follows:

Section 1: The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2: This Ordinance is enacted pursuant to Chapters 163 and 166, Florida Statutes, and under the home rule powers of the City.

Section 3: The following described lands lying and being situated in the City of Zephyrhills, to wit:

Legal Description(s) attached hereto as Exhibit "A" and by reference made a part hereof, as amended.

20.34 Acres MOL.

the Future Land Use classification is hereby amended from County RES-6, County RES-9 and City RU (Residential Urban) to City MU (Mixed Use) and is included within the boundaries of the City of Zephyrhills, Florida.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6: This Ordinance shall become effective thirty-one (31) days after passage on the second reading and signing by the Mayor if no challenge is filed, and as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1448-22 was read and passed on the first reading, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of October, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1448-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 14th day of November, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1448-22 was approved by me this 14th day of November, 2022.

_____
Gene Whitfield, Mayor

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

_____
Matthew E. Maggard, City Attorney

PARCEL 03-26-21-0010-03600-0000

The South 264.0 feet of that part of Tract 46 lying West of Ft. King Road, the South 264.0 feet of Tract 45, the West 560.0 feet of Tract 36 and the West 560.0 feet of Tract 45 less the South 264.0 feet thereof, ZEPHYRHILLS COLONY COMPANY LANDS, in Section 3, Township 26 South, Range 21 East, as per plat thereof recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida.

EXHIBIT "A"

PARCEL 1:
THAT PORTION OF TRACT 50 LYING WEST OF THE VACATED S.C.L. RAILROAD AND TRACT 51 AND 52, ZEPHYRHILLS COLONY COMPANY LANDS AS RECORDED ON PLAT BOOK 2, PAGE 6, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIVED PARCEL: A PORTION OF TRACT 50 OF THE ZEPHYRILLS COLONY COMPANY SUBDIVISION OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE ALONG THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, S89°41'31"E, A DISTANCE OF 1327.95' TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE ALONG THE WEST BOUNDARY LINE OF THE SOTUHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3, N00°08'11"W, A DISTANCE OF 15.00'; THENCE S89°41'15"E, 15.00' TO THE SOUTHWEST CORNER OF TRACT 63 OF SAID ZEPHYRHILLS COLONY COMPANY SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 63, CONTINUE, S89°41'31"E, A DISTANCE OF 291.14' TO THE WESTERLY RIGHT-OF-WAY LINE OF FORT KING ROAD AS IT IS NOW ESTABLISHED; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FORT KING ROAD, N25°28'18"W, A DISTANCE OF 350.27' TO THE SOUTHEAST CORNER OF THE LAIR PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 774, PAGE 439 AND 440 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LAIR PARCEL, N89°44'00"W, A DISTANCE OF 5.55'; THENCE N25°28'18"W, A DISTANCE OF 18.59'; THENCE N64°31'42"E, A DISTNACE OF 5.00' TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID FORT KING ROAD, S25°28'18"E, A DISTANCE OF 21.00' TO THE POINT OF BEGINNING.

AND

That part of Tract 63 of ZEPHYRHILLS COLONY COMPANY LANDS, in Section 3, Township 26 South, Range 21 East, lying West of Seaboard Railroad right of way; the same being shown on plat of ZEPHYRHILLS COLONY COMPANY LANDS, in Plat Book 2, Page 6, of the Public Records of Pasco County, Florida; LESS that portion thereof lying within parcel 165 Zephyrhills bypass West.

'MEMO LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATIS-FACTORY IN THIS DOCUMENT.'

PARCEL 03-26-21-0010-06100-0000

Schedule A

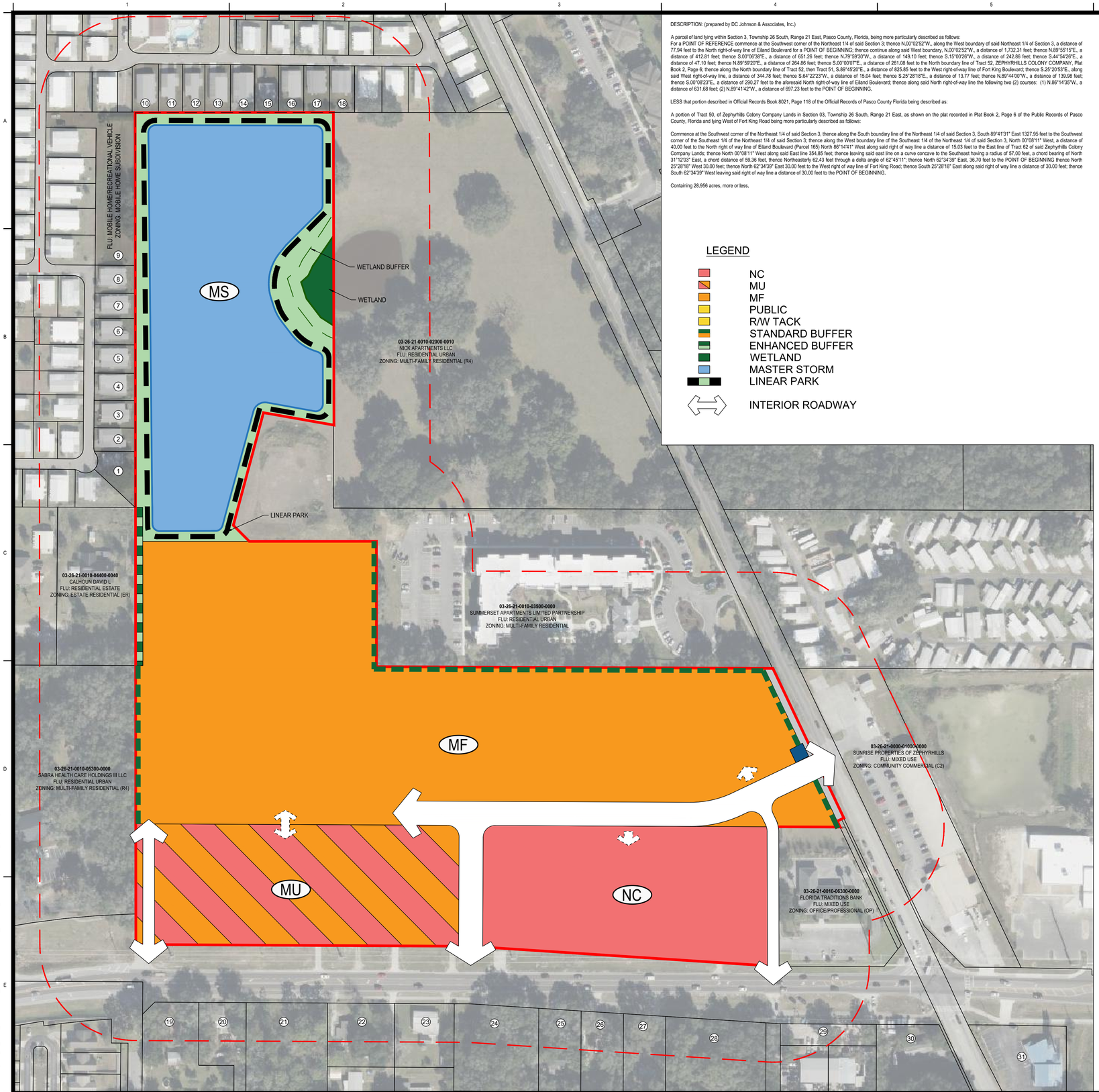
Tract 61, ZEPHYRHILLS COLONY COMPANY LANDS, in Section 3, Township 26 South, Range 21 East, Pasco County, Florida, as per map or plat thereof recorded in Plat Book 2, Page 6, Public Records of Pasco County, Florida; EXCEPT the East 426.00 feet thereof and TOGETHER WITH the East 15 feet of road right-of-way lying West of Tract 61, vacated per Official Record Book 380, Page 714 and LESS the following described parcel: Commence at the SW corner of NE 1/4 of Section 3; thence N 00°03'13" W, 15.00 feet to the South boundary line of vacated ZEPHYRHILLS COLONY COMPANY LANDS road right-of-way for a POINT OF BEGINNING; thence continue N 00°03'13" W, 63.00 feet; thence S 89°41'31" E, 237.95 feet to the West boundary line of the East 426.00 feet of Tract 61; thence S 00°05'42" E, 63.00 feet to the South boundary line of Tract 61; thence N 89°41'31" W, 238.00 feet to the POINT OF BEGINNING.

AND

A 15 foot road right-of-way easement between Tracts 60 and 61, in Section 3, Township 26 South, Range 21 East, as shown designated and described on that certain plat of ZEPHYRHILLS COLONY LANDS, as per plat thereof recorded in Plat Book 1, page 55, Public Records of Pasco County, Florida, as vacated in O.R. Book 380, page 714.

The South ½ of Tract 20, Tract 29, Tract 36 LESS the West 560.0 feet thereof, Tract 45 LESS the West 560.0 feet thereof and LESS the South 264.0 feet thereof, that part of Tracts 30, 35, the South ½ of Tract 19 and Tract 46 LESS the South 264.0 feet thereof, lying West of Ft. King Road, ZEPHYRHILLS COLONY COMPANY LANDS, in Section 3, Township 26 South, Range 21 East, as per plat thereof recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida, SUBJECT TO a life estate for Nelson Naber for the following described parcel:

The North 66 feet of the West 300 feet of Tract 46 and the South 80 feet of the West 300 feet of Tract 35, in Section 3, Township 26 South, Range 21 East, ZEPHYRHILLS COLONY COMPANY LANDS, as per plat thereof recorded in Plat Book 2, Page 6, Public Records of Pasco County, Florida, TOGETHER WITH a non-exclusive easement for ingress-egress over and across the North 30 feet of the South 50 feet of that part of Tract 35 lying West of Ft. King Highway, less the West 300 feet thereof, in Section 3, Township 26 South, Range 21 East, ZEPHYRHILLS COLONY COMPANY LANDS, as per plat thereof recorded in Plat Book 2, Page 6, Public Records of Pasco County, Florida.



DESCRIPTION: (prepared by DC Johnson & Associates, Inc.)

A parcel of land lying within Section 3, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:
For a POINT OF REFERENCE commence at the Southwest corner of the Northeast 1/4 of said Section 3; thence N.00°02'52"W., along the West boundary of said Northeast 1/4 of Section 3, a distance of 77.94 feet to the North right-of-way line of Eiland Boulevard for a POINT OF BEGINNING; thence continue along said West boundary, N.00°02'52"W., a distance of 1,732.31 feet; thence N.89°55'15"E., a distance of 412.81 feet; thence S.00°06'38"E., a distance of 651.26 feet; thence N.79°59'30"W., a distance of 149.10 feet; thence S.15°00'26"W., a distance of 242.86 feet; thence S.44°54'26"E., a distance of 47.10 feet; thence N.89°59'20"E., a distance of 264.86 feet; thence S.00°00'07"E., a distance of 261.08 feet to the North boundary line of Tract 52, ZEPHYRHILLS COLONY COMPANY, Plat Book 2, Page 6; thence along the North boundary line of Tract 52, then Tract 51, S.89°45'20"E., a distance of 825.85 feet to the West right-of-way line of Fort King Boulevard; thence S.25°20'53"E., along said West right-of-way line, a distance of 344.78 feet; thence S.64°22'23"W., a distance of 15.04 feet; thence S.25°28'18"E., a distance of 13.77 feet; thence N.89°44'00"W., a distance of 139.98 feet; thence S.00°08'23"E., a distance of 290.27 feet to the aforesaid North right-of-way line of Eiland Boulevard; thence along said North right-of-way line the following two (2) courses: (1) N.86°14'35"W., a distance of 631.68 feet; (2) N.89°41'42"W., a distance of 697.23 feet to the POINT OF BEGINNING.

LESS that portion described in Official Records Book 8021, Page 118 of the Official Records of Pasco County Florida being described as:

A portion of Tract 50, of Zephyrhills Colony Company Lands in Section 03, Township 26 South, Range 21 East, as shown on the plat recorded in Plat Book 2, Page 6 of the Public Records of Pasco County, Florida and lying West of Fort King Road being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 3, thence along the South boundary line of the Northeast 1/4 of said Section 3, South 89°41'31" East 1327.95 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 3; thence along the West boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 3, North 00°08'11" West, a distance of 40.00 feet to the North right of way line of Eiland Boulevard (Parcel 165) North 86°14'41" West along said right of way line a distance of 15.03 feet to the East line of Tract 62 of said Zephyrhills Colony Company Lands; thence North 00°08'11" West along said East line 354.85 feet; thence leaving said east line on a curve concave to the Southeast having a radius of 57.00 feet, a chord bearing of North 31°12'03" East, a chord distance of 59.36 feet, thence Northeasterly 62.43 feet through a delta angle of 62°45'11"; thence North 62°34'39" East, 36.70 feet to the POINT OF BEGINNING thence North 25°28'18" West 30.00 feet; thence North 62°34'39" East 30.00 feet to the West right of way line of Fort King Road; thence South 25°28'18" East along said right of way line a distance of 30.00 feet; thence South 62°34'39" West leaving said right of way line a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 28.956 acres, more or less.

LEGEND

- NC
- MU
- MF
- PUBLIC
- R/W TACK
- STANDARD BUFFER
- ENHANCED BUFFER
- WETLAND
- MASTER STORM
- LINEAR PARK
- INTERIOR ROADWAY

SITE DATA

PARCEL ID:	03-26-21-0010-06200-0010; 03-26-21-0010-06200-0000; 03-26-21-0010-06100-0010; 03-26-21-0010-06100-0020; 03-26-21-0010-06100-0000; 03-26-21-0010-05100-0000; 03-26-21-0010-03500-0000; 03-26-21-0010-03600-0000; 03-26-21-0010-02000-0000; 03-26-21-0010-05100-0010;
PROJECT AREA:	29.38 AC (1,279,793 SF)
APPLICANT:	GOLFCOAST CONSTRUCTION
OWNERSHIP:	ACME DEVELOPMENT CORPORATION BISTON CLYDE A SUMMERSET APARTMENTS LIMITED
CURRENT FUTURE LAND-USE:	MIXED USE (CITY) RESIDENTIAL URBAN (CITY) RESIDENTIAL-9 (COUNTY) RESIDENTIAL-6 (COUNTY)
PROPOSED LAND-USE:	MIXED-USE (CITY)
CURRENT ZONING:	AC (COUNTY) AR (COUNTY) OFFICE/PROFESSIONAL (CITY) MULTI-FAMILY RESIDENTIAL (CITY)
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT (CITY)
MULTI-FAMILY (MF)	13.40 AC (583,486 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**267 UNITS**
MIXED USE (MU)	4.01 AC (174,763 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**80 UNITS**
COMMERCIAL USE	
MAX. FAR:	0.5
MAX. SF:	**87,381 SF**
NEIGHBORHOOD COMMERCIAL (NC)	3.92 AC (170,581 SF)
COMMERCIAL USE	
MAX FAR:	
MAX. SF:	**85,290 SF**
MASTER RETENTION (MR)	8.06 AC (350,9638 SF)
TOTALS	
TOTAL AREA:	29.38 AC (1,279,793 SF)
TOTAL RESIDENTIAL UNITS:	347 UNITS
MAX. TOTAL DENSITY:	11.98 UNITS/GROSS ACRE
TOTAL COMMERCIAL SPACE:	172,671 SF
MAX FAR:	0.14 FAR
UTILITIES:	
POTABLE WATER:	CITY OF ZEPHYRHILLS
RECLAIM WATER:	CITY OF ZEPHYRHILLS
SANITARY SEWER:	CITY OF ZEPHYRHILLS
ELECTRICAL:	DUKE ENERGY
COMMUNICATIONS:	FRONTIER; SPECTRUM
NATURAL GAS:	TECO | PEOPLES GAS

TABLE 1: Allowable Use Types

	NC	MU	MF
RESIDENTIAL			
APARTMENT BUILDING		■	■
BUNGALOW COURT		■	■
TOWNHOUSE		■	■
DUPLEX / MULTIPLEX		■	■
LIVE / WORK UNIT	□	□	
VILLA		■	■
CONDO		■	■
GROUP HOME		□	□
INTENSIVE CARE FACILITY		□	□
LODGING			
HOTEL	□	■	■
BED & BREAKFAST		□	□
INN (UP TO 12 ROOMS)	□	■	■
OFFICE			
FINANCIAL SERVICES	■	■	
MEDICAL OFFICE	■	■	
VETERINARY CLINIC	■	■	
GENERAL OFFICE	■	■	
WORK / LIVE UNIT	■	■	
RETAIL			
CONVENIENCE STORE	□		
GENERAL RETAIL (UNDER 25,000 SF)	□	□	
PHARMACY DRUG STORE	■	■	
MEDICAL MARIJUANA DISPENSARY	■	■	
RESTAURANT (CAFE, LESS THAN 2,500 SF)	■	■	
RESTAURANT FULL SERVICE	■	■	
RESTAURANT DRIVE-THRU	□	□	
COFFEE HOUSE / BAKERY	■	■	
PERSONAL SERVICES			
BEAUTY / BARBER SHOP	■	■	
LAUNDROMAT / DRY CLEANING	■	■	
FITNESS CENTER / GYM	■	■	
PET CARE SERVICES (INDOOR)	■	■	
REHABILITATIVE SERVICES	■	■	
FUNERAL SERVICES	■	■	
TATTOO / BODY PIERCING	■	■	
DAY SPA / TANNING SALON	■	■	
LICENSED MASSAGE ESTABLISHMENT	■	■	
COBBLER	■	■	
TAILORING & GARMENT REPAIR	■	■	

	NC	MU	MF
CIVIC			
BUS SHELTER	■	■	■
FOUNTAIN / PUBLIC ART	■	■	■
THEATER	□	□	
MUSEUM	□	□	
OUTDOOR AUDITORIUM	□	□	
PARKING STRUCTURE	■	■	■
PARK & PLAYGROUND	■	■	■
SURFACE PARKING	■	■	■
RELIGIOUS ASSEMBLY	□	□	□
AGRICULTURE			
COMMUNITY GARDENS / GREENHOUSE	■	■	
KENNEL			
AUTOMOBILE-ORIENTED			
GAS STATION			
AUTOMOBILE SALES / RENTALS			
AUTOMOBILE SERVICE / REPAIR			
CAR WASH			
EDUCATION			
COLLEGE	□	□	□
TRADE SCHOOL	□	□	□
GRADE SCHOOL (PUBLIC OR PRIVATE)			
CHILDCARE CENTER	□	□	□

■ BY RIGHT
□ BY WARRANT

By Right - Uses that are allowed within the PUD.

By Warrant - Uses that may be considered and will need City approval before being allowed.

If no box is present the use is not allowed within the PUD.

BGE, Inc.
2203 N. Lois Avenue, Suite G300
Tampa, FL 33607
Tel: 813-848-0901 • www.bgeinc.com
FL Registry No. 32116

Copyright 2022

0 50' 100' 200'
SCALE: 1" = 100'

GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

MASTER PLAN

REV	DESCRIPTION	DATE	APR

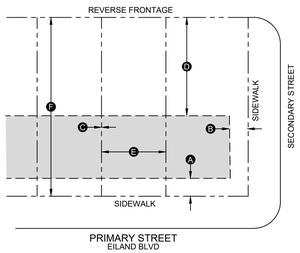
PROJECT NO.: 9927-00

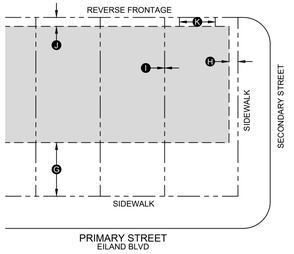
DESIGNED BY:	DRAWN BY:
AH	SK
REVIEWED BY:	DATE:
AH	9-14-2022

C1-1

G:\FLA\Projects\golf_coast_const\9972-00_Eiland Mixed Use\LDV\1_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout1 Plotted: 9/15/2022 10:43:19 AM

NC: Neighborhood Commercial





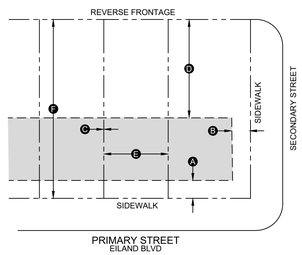
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

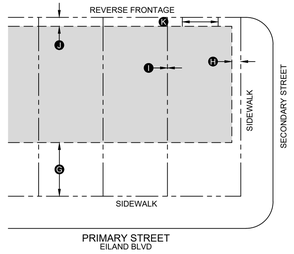
Building Form		
Height		
Main Building	1 Stories min. 2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" max. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' min.	K
See Table 2 for parking dimensions		
See Table 3 for shared parking		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail, Personal Service
Upper Floors	Residential, Lodging, Office, Retail, Personal Service
See Table 1 for specific regulations for each Use Type.	

MU: Mixed Use





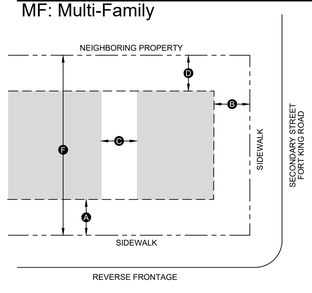
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

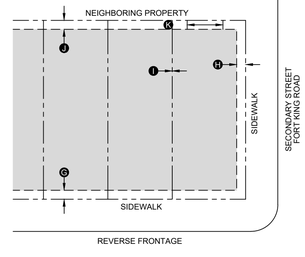
Building Form		
Height		
Main Building	2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Residential	1 space / 1 bed 1.5 space / 2 bed 2 space / 3+ bed	
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail & Personal Service
Upper Floors	Residential, Lodging, Residential Office
See Table 1 for specific regulations for each Use Type.	

MF: Multi-Family





Building Placement		
Setback (Minimum Distance from Property Line)		
Front	20'	A
Side	20'	B
Rear	20'	C
Separation (Minimum Between Buildings)		
Between Buildings	20'	D
Lot Size		
Width	25' min.	E
Depth	N/A	F
Miscellaneous		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

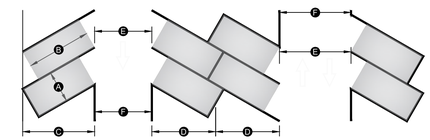
Building Form		
Height		
Main Building	4 Stories max.	
Ancillary Building	2 Stories max.	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

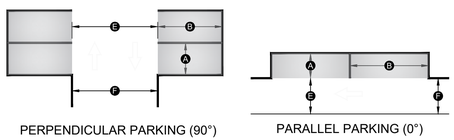
Parking		
Spaces		
Residential	1 spaces/ 1 bedroom 1.5 spaces/ 2 bedrooms 2 spaces/ 3+ bedrooms	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	5' min.	G
Side Street Setback	5' min.	H
Side Setback	5' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

Allowed Use Types*	
Ground Floor	Residential & Lodging
Upper Floors	Residential & Lodging
See Table 1 for specific regulations for each Use Type.	

TABLE 2: Parking Geometry						
Standard		90°	60°	45°	0°	
		9'	9'	9'	8'	A
		18'	18'	18'	18'	B
	Exterior		20.1'	19.1'		C
	Interior		18'	16'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	
Compact		90°	60°	45°	0°	
		8'	8'	8'	7'	A
		16'	16'	16'	16'	B
	Exterior		17.9'	17'		C
	Interior		15.9'	14.2'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	

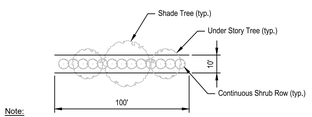
Miscellaneous	
Handicap parking spaces to be provided per ADA standards.	
25% of the total parking spaces provided may be compact. Compact spaces may be increased to 50% if vehicle charging station(s) are provided on site.	
Aisle width not along parking.	F





Standard Buffer
(for every 100 LF)

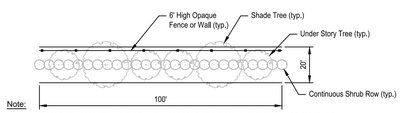
- 1 Shade Tree
- 2 Under Story Trees
- 2' High Berm (2' average height, 1' min.) Along Right-Of-Way



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.

Enhanced Buffer
(for every 100 LF)

- 2 Shade Trees
- 4 Under Story Trees
- Continuous Row of Shrubs 18" High @ Planting
- 6' High Opaque Fence or Wall (see note #2)
- 3' High Berm (3' average height, 2' min.)



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.
2. Walls and fences will follow ZLDC 7.07.00

SHARED PARKING FACTOR

Function	with	Function
RESIDENTIAL		RESIDENTIAL
LODGING		LODGING
OFFICE		OFFICE
RETAIL		RETAIL

		1		
	1.1		1.1	
1.4		1		1.4
	1.2		1.2	
1.3		1		1.3
	1.2		1.2	
		1		

Table 11: Parking Calculations. The Shared Parking Factor for two Functions, when divided into the sum of the two amounts as listed on the Required Parking table below, produces the Effect Parking needed for each site involved in sharing. Conversely, if the Sharing Factor is used as a multiplier, it indicates the amount of building allowed on each site given the parking available.

PARCEL DETAILS:
1. 03-26-21-0170-00000-1310
COMTOIS PAUL HEWETT & ZAMPIER JEAN COMTIOS
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

2. 03-26-21-0170-00000-1320
NESBITT HARWOOD R & REID WENDY R
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

3. 03-26-21-0170-00000-1330
ARMSTRONG RICHARD A & CAROLYN N
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

4. 03-26-21-0170-00000-1340
DENNIS ROBERT S & ROSEMARIE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

5. 03-26-21-0170-00000-1350
SUMMERS MURRAY & MARGARET
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

6. 03-26-21-0170-00000-1360
YORK ROYCE R & RANDY A
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

7. 03-26-21-0170-00000-1370
OCHSENRIDER JOAN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

8. 03-26-21-0170-00000-1380
LIGGETT JOAN & COUGHLIN MARGARET ANN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

9. 03-26-21-0170-00000-0RP1
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

10. 03-26-21-0170-00000-1470
COPELAND WILLARD J JR & DOROTHY L
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

11. 03-26-21-0170-00000-1480
LEMAY BERNARD J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

12. 03-26-21-0170-00000-1490
DEMATTEO DEBORAH ET AL
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

13. 03-26-21-0170-00000-1500
TURNER ALAN R & LORRAINE E
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

14. 03-26-21-0170-00000-1510
ROOT BRADLEY & KATHLEEN M
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

15. 03-26-21-0170-00000-0SA0
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

PARCEL DETAILS:
16. 03-26-21-0170-00000-2000
HOLMAN TANYA DAUER
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

17. 03-26-21-0170-00000-1990
WEBSTER DAVID T & MARY J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

18. 03-26-21-0170-00000-1980
RIGTERINK RODNEY ALLEN & ROCHE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

19. 03-26-21-0010-06800-0050
HAMZA MOHAMMAD ANFAS L K G AHA
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)

20. 03-26-21-0010-06800-0040
RAHMAN SHAMS UR
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT(PO1)

21. 03-26-21-0010-06800-0020
PARS PROPERTIES INVESTMENT GROUP INC
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT (PO1)

22. 03-26-21-0010-06800-0010
MARTINEZ ALCIDES JAVIER & MART
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT (PO1)

23. 03-26-21-0010-06800-0030
BOUCHER RONALD E
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME(RMH)

24. 03-26-21-0010-06700-001A
PENDERGAST MICHAEL R JR
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)

25. 03-26-21-0010-06700-001C
BAXTER DENNIS C & KATHERINE J
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)

26. 03-26-21-0010-06700-0011
STEVENS PAULETTE
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)

27. 03-26-21-0010-06700-0010
DUNTON AMANDA & ROBERT III
CURRENT FUTURE LAND USE:
CURRENT ZONING: MIXED USE (MU)

28. 03-26-21-0010-06700-0000
PAK INVESTMENTS LLC
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)

29. 03-26-21-0010-06600-0030
MAXON ROBERT A & CHERYLL
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: GENERAL COMMERCIAL (C2)

30. 03-26-21-0010-06600-0010
MAXON ROBERT A & CHERYLL
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)

31. 03-26-21-0020-00000-0022
CB & MM INVESTMENTS LLC
CURRENT FUTURE LAND USE: MIXED USE (MU)
CURRENT ZONING: COMMUNITY COMMERCIAL (C2)

BGE, Inc.
2203 N. Lois Avenue, Suite G300
Tampa, FL 33607
Tel: 813-848-0901 • www.bgeinc.com
FL Registry No. 32116

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GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

DETAILS AND NOTES

REV	DESCRIPTION	DATE	APR

PROJECT NO.: 9927-00

DESIGNED BY:	DRAWN BY:
AH	SK
REVIEWED BY:	**DATE:**
AH	9-14-2022

C1-2

G:\FLA\Projects\golf_coast_const\9927-00_Eiland Mixed-Use\LDD\1_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout 2 Plotted: 9/15/2022 8:35:04 AM

EXHIBIT "C"

EILAND MIXED USE
PLANNED UNIT DEVELOPMENT (PUD) CONDITIONS OF APPROVAL

A. PUD Master Plan

1. A final site layout plan shall be submitted for approval by the City Council prior to the submission of Site Development/Construction Plans. The site layout plan shall be designed in accordance with the PUD Master Plan approved by Ordinance No. 1449-22.
2. All development shall be in accordance with the PUD Master Plan, as approved by City Council; the Land Development Code (LDC); and the Comprehensive Plan, unless otherwise stipulated or modified herein.

B. Environmental Resources

1. The Developer shall provide all environmental permits as required by applicable law prior to the issuance of a site work or building permit.
2. If, during construction activities, any evidence of the presence of State or Federally protected plant and/or animal species is discovered, the City of Zephyrhills and applicable agencies shall be notified within two (2) working days of the discovery of the plant and/or animal species on site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

C. Historic/Archaeological Resources

1. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation are discovered, work shall come to an immediate stop, and the State Historic Preservation Officer (SHPO) at the Florida Department of State, Division of Historical and Archaeological Resources and the City of Zephyrhills shall be notified within two (2) working days of the finding of resources on site.

D. Traffic Study/Methodology

1. The traffic methodology submitted by the applicant assumes the following land uses: 347 multi-family units and 172,671 square feet of non-residential. Subject to the land use exchanges permitted by the PUD Master Plan approved by Ordinance No. 1449-22, any development of land use(s) that generates greater traffic impacts than those assumed, shall require an updated methodology and Traffic Study, or other required information if de minimus, to be approved by the City.

E. Right-of-Way Dedication

1. Roadway connections to Fort King Road and Eiland Boulevard shall be finalized and shown on the final site layout plan and shall be in substantial conformance with the PUD Master Plan. Any additional right-of-way required for such connections, as determined by Pasco County, shall be provided by the developer. The developer shall not be responsible for providing or the cost of obtaining any required off-site right-of-way.

2. In the case of private streets, dedication and maintenance shall be the responsibility of an appropriate entity other than the City of Zephyrhills. The City of Zephyrhills will not be responsible for the maintenance of any private streets.

3. Rights-of-way may be transferred by perpetual right-of-way easement, fee simple deed, or as otherwise directed by Pasco County. All conveyances shall occur prior to the approval of the future site development/construction plan or final plat, as may be applicable. All conveyances shall be clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

F. Utilities/Waster Service/Wastewater Disposal

1. Utility plans for the entire development shall be submitted to the Utilities Department for review and approval prior to or concurrent with submittal of the construction plans. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and life stations;

    b. Main potable water lines and non-potable water lines, if applicable;

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and feasibility of a non-potable water system for irrigation;

    d. The utility plans shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater and reclaimed water systems.

2. The developer shall construct all water and wastewater facilities within the development to current City standards. A complete set of standards may be obtained from the Utilities Department.

G. Roadway Improvements/Access Management

1. Developer shall be required to design, engineer, permit and construct the following site access improvements, where warranted by traffic analysis or other study, along Fort King and Eiland Boulevard:

    a. West-bound right-turn lane(s) into the project on Eiland Boulevard;

    b. East-bound left-turn lane(s) into the project on Eiland Boulevard;

    c. South-bound right-turn lane(s) into the Project on Fort King Road;

    d. North-bound left turn lane(s) into the Project on Fort King Road;

2. Developer shall be responsible for improvements to the intersection of Fort King Road and Eiland Boulevard, limited to the south-bound right-turn lane from Fort King Road onto Eiland Boulevard. The Developer shall be entitled to transportation impact fee credits related to such improvements.

H. Land Use

1. The residential and non-residential dimensional standards hall be as depicted on the PUD Master Plan, limited to the following:

    a. The maximum overall density of the project shall be 11.98 units per gross acre;

    b. Area MF shall be limited to a maximum of 267 residential units and a maximum height of 4 stories;

c. Area MU shall be limited to a maximum of 80 residential units or 87,381 square feet of office/neighborhood commercial space, or a combination thereof, and a maximum height of 2 stories (or 35 feet);

d. Area NC shall be limited to a maximum of 85,290 square feet of office/neighborhood commercial space and a maximum height of 2 stories (or 35 feet).

e. The maximum density or square footage above is not a vested right and is subject to reduction based on, or as a result of, applicable City ordinances and resolutions, and final site development/ construction plans.

2. Allowable uses shall be as provided and depicted in Table 1 of the PUD Master Plan, subject to the following:

   a. **By Right –** By right shall mean the use is permitted by right;

   b. **By Warrant –** A warrant is a ruling that would permit a use that is not given by right within the PUD.

      i. A request for a warrant shall be accompanied by documentation establishing how the development proposal continues to meet the intent of the PUD. A request shall also include documentation demonstrating that the warrant:

         (a) Is applicable to special conditions and circumstances that exist and are peculiar to the land, structure, or building involved and which are generally applicable to other lands, structures or buildings in other similar Planned Unit Developments;

         (b) Will be consistent with the intent of the PUD and the overarching land development code, where applicable;

         (c) Will promote the same level of land use compatibility as the otherwise applicable standards;

         (d) Will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations; and

         (e) Is in the best interest of the public and promotes the general health, safety and welfare of the neighborhood to be affected by the warrant.

      ii. Warrants may be granted administratively by the Site Plan Review Committee. The Site Plan Review Committee is hereby authorized to administratively approve, approve with modifications or disapprove a request for a warrant pursuant to this PUD. In granting any warrant the approving body shall prescribe appropriate conditions and safeguards in conformance with the PUD. Violation of such conditions and safeguards, when made a part of the terms under which the warrant is granted, shall be deemed a violation.

      iii. An appeal of the determination for a warrant shall follow the procedures outlined in Part 11.17.00 of the Land Development Code. The appeal shall not subject the entire application for development approval to a public hearing unless otherwise required by these conditions, but only that portion necessary to rule on the issue under consideration.

      iv. Any warrant issued shall expire upon the expiration date of the site development plan/development order or Business License into which the warrant has been incorporated.

v. A warrant may be amended only by the procedures outline in this section.

c. **Blank Spaces –** Where spaces in Table 1 are left blank and do not indicate "by right" or "by warrant," the use shall be deemed prohibited.

3. Land considered for neighborhood park requirements or used for stormwater retention/detention shall be a minimum of 20 feet from the front or rear of any structure, or 15 feet from the side of any structure.

4. Building, setbacks, build-to-lines, frontage and orientation standards shall be as provided and depicted in the PUD Master Plan.

5. The following control shall be provided, unless otherwise approved by City staff as part of the site development plan or other approvals:

   a. Mailbox kiosk(s) shall be approved by the US Postal Service and will be provided as needed in the project;

   b. Entry features and signage location(s) shall be depicted on the site development/construction plans, but signage details will be reviewed separately by City staff pursuant to the City's sign ordinance(s);

   c. Decorative street/parking lot lights shall be used subject to approval of the applicable utility provide and manufacturer's design specification. Underground wiring may be used where such street lights are not solar powered. Lighting plans shall be included with the site development/construction plans.

I. <u>Landscaping</u>

1. A street tree plan shall be included at the time of site development/construction submittal to be approved as part of the site development/construction plan review. At least 1 tree per 50 linear feet shall be required along both sides of the street. The specific location of the required trees shall be determined at the final design of street-cross sections during the site development/construction plan review. Existing trees that are preserved may be counted toward satisfaction of this requirement.

2. Perimeter landscape buffers shall meet or exceed the standards provided in the approved PUD Master Plan for standard and enhanced buffers.

   a. An enhanced buffer shall be required along that portion of the western boundary of the PUD adjacent to the neighboring Parcel No. 03-26-21-0010-04400-0040 to provide greater screening/buffering between the low-density residential use and the PUD.

3. Landscape plans for stormwater retention/detention areas shall be included at the time of site development/construction plan submittal to be approved as part of the site development/construction plan review. A minimum of 1 tree per 50 linear feet of pond bank shall be required. Trees may be linear in arrangement or grouped together in clusters. Specific location of the required landscaping shall be determined during the site development/construction plan review. Existing trees that are preserved may be counted toward the satisfaction of this requirement.

4. Vehicular use area (such as parking lots, drive aisles, etc.) landscaping shall be included at the site development/construction plan submitted to be approved as a part of the site development/construction plans review. Vehicular use area landscaping shall meet or exceed the standards of Part 7.06.00, LDC. The specific location and type of landscaping shall be determined during the site development/construction plan review.

5. Foundation landscaping shall be included at the time of site development/construction submittal to be approved as part of the site development/construction plan review. Foundation landscaping shall meet or exceed the applicable standards of Part 7.06.00, LDC. Foundation landscaping may be provided in landscape beds and/or planter areas, at least 5 feet in width, and shall be irrigated. The specific location of required landscaping shall be determined during the site development/construction plan review.

J. Stormwater

1. Drainage study and stormwater management plans shall be submitted with the site development/construction plans. All future construction/stormwater management shall comply with the City of Zephyrhills Basins of Special Concern ordinance and all applicable permits from SWFWMD and/or the FDEP shall be obtained prior to the issuance of a site work or building permit.
2. Stormwater management plans shall include a phased approach and best-management practices for construction of the stormwater system so as avoid impacts to neighboring properties during construction.

K. Procedures

1. All conditions of this PUD approval are material to the City Council Approval. Accordingly, the conditions are not severable. In the event any subsection, sentence, clause, or provision of these conditions or the rezoning is challenged and declared illegal, invalid or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination , the remainder of the conditions of the PUD approval shall be suspended until such time that the City Council modifies the PUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine (9) months in duration. However, such determination shall not affect the validity of: a) PUD entitlements that have received a plat, building permit, or certificate of occupancy; or b) any PUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid or unenforceable. Requests for City Council-approved modifications to the PUD or the PUD conditions of approval shall not be considered challenges, and decisions by the City Council regarding any modification of the like shall not have the effect of suspending the conditions and the PUD approval under any circumstances.

Staff Report

To: Mayor Whitfield and Planning Commission

From: Audrey McGuire, *Historic Preservation Specialist/Community Planner*

Re: ANX-0011-22_Eiland Mixed Use Project

Date: September 20, 2022

I. BACKGROUND INFORMATION

Request for simultaneous review of applications to annex, amend the city's Comprehensive Plan (Future Land Use Map Amendment) and rezone submitted by Gulf Coast Construction, encompassing approximately 29.38 acres of real property generally located on the north side of Eiland Boulevard, west of Fort King Road and east of Fountain Road (hereinafter "Subject Property"). The Subject Property is located within the boundaries of the City/County Joint Planning Area (JPA), as well as the city's Utility Service Area boundary.

SUBJECT PROPERTY – *See Attachment 1*

Owner(s): ACME Development Corporation & Clyde A. Biston
PO Box 1299
Crystal Springs, FL

Applicant(s): Gulf Coast Construction

Parcel/Tax ID No.	Address	Acres	Application Type(s)	Current Jurisdiction	Existing FLU	Existing Zoning
03-26-21-0010-02000-0000		4.52	FLU/RZ	CITY	RU	R4
03-26-21-0010-03600-0000		5.65				
03-26-21-0010-05100-0000		10.17	ANX/FLU/RZ	COUNTY	Pasco RES-6	Pasco AC
03-26-21-0010-06100-0000	37505 Eiland Blvd	1.58			Pasco RES-9	Pasco AR
03-26-21-0010-06100-0020	37531 Eiland Blvd	0.87	RZ	CITY	MU	OP
03-26-21-0010-06100-0010	37609 Eiland Blvd	1.62				
03-26-21-0010-06200-0000	37621 Eiland Blvd	1.24				
03-26-21-0010-06200-0010		3.17				
03-26-21-0010-05100-0010		0.54				
03-26-21-0010-39900-0010*	6571 Fort King Rd	0.02				

**NOTE: Parcel owned by the City of Zephyrhills (Lift Station)*

ANNEXATION APPLICATION

Application to annex approximately 11.75 acres of the Subject Property consisting of tax parcels 03-26-21-0010-05100-0000 (10.17 acres) and 03-26-21-0010-06100-0000 (1.58 acres) into the municipal boundaries of the City of Zephyrhills. The 11.75 acre portion of the Subject Property is currently located within Pasco County's jurisdiction, is located within the JPA and Utility Service area, and is surrounded by and contiguous to properties in the City on 3 sides.



SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT – FLUMA – *See Attachment 2*

Application for a small-scale Comprehensive Plan amendment, Future Land Use Map Amendment (FLUMA) proposing to change the future land use classifications of approximately 11.75 acres of the Subject Property proposed for annexation from **County RES-6 and RES-9 to City MU (Mixed Use);** and approximately 10.17 acres of the Subject Property currently located in the City from **RU (Residential Urban) to MU.**

Parcel/Tax ID No.	Acres	Existing FLU	Proposed FLU
03-26-21-0010-02000-0000	4.52	City RU *(7.5-20 du/ga)*	City MU *(20 du/ga; 1.0 FAR)*
03-26-21-0010-03600-0000	5.65		
03-26-21-0010-05100-0000	10.17	Pasco RES-6	
03-26-21-0010-06100-0000	1.58	Pasco RES-9	

REZONING – *See Attachments 3 & 4*

Application to rezone, proposing to change the zoning designation of the entire Subject Property to Planned Unit Development (PUD), allowing for the following:

- 13.395 Acres to be dedicated for Multi-Family Residential:
  - Maximum 267 Multi-Family Units – *Max. 20 du/ga for this portion[1] of the project;*
- 4.012 Acres to be dedicated for Mixed Use:
  - Maximum 80 Multi-Family Units – *Max. of 20 du/ga for this portion[1] of the project;*
  - Maximum 87,381 square feet of office/retail space – *0.50 Floor Area Ratio (FAR);*
- 3.916 Acres to be dedicated for Neighborhood Commercial Use:
  - Maximum 85,290 square feet of office/retail space – *0.50 FAR.*

The overall **maximum density** of the project site is +/-11.98 units per gross acre (347 total units). The floor area ratio allowed for non-residential development on the project site shall be 0.50 (up to 172,671 square feet).

Parcel/Tax ID No.	Acres	Existing FLU	Proposed FLU
03-26-21-0010-02000-0000	4.52	City R4	City PUD
03-26-21-0010-03600-0000	5.65	*Max. 20 du/ga*	*11.98 Units per Gross Acres;*
03-26-21-0010-05100-0000	10.17	Pasco AC	*347 Max. Residential Units;*
03-26-21-0010-06100-0000	1.58	Pasco AR	*172,671 sq. ft. commercial/office space;*
03-26-21-0010-06100-0020	0.87	City OP	*0.50 FAR*
03-26-21-0010-06100-0010	1.62	*0.50 FAR*	*Total Site Area: 29.38 Acres*
03-26-21-0010-06200-0000	1.24		*Project Area: 21.32 Acres*
03-26-21-0010-06200-0010	3.17		*Retention 8.06 Acres*
03-26-21-0010-05100-0010	0.54		
03-26-21-0010-39900-0010[2]	0.02		

[1] The maximum density of 20 du/ga is utilized only for determining the number of units allowed for this dedicated portion of the Subject Project and is not the total overall project density.

[2] City of Zephyrhills Lift Station – Parcel included so as not to create a "spot zone."

II. DATA & ANALYSIS

CHARACTER ANALYSIS

The Subject Property is generally located on the north side of Eiland Boulevard, west of Fort King Road, east of Fountain Road, and south of the Valleydale Mobile Home Subdivision. Land uses in the surrounding area are generally office, commercial and higher-density residential, with some mixed low and medium density residential, and county retail office residential (ROR). The Subject Property is surrounded by properties in the City on three sides and meets the criteria for annexation, the proposed FLU classification of MU and zoning designation of PUD, allowing for a mix of office/retail and higher density residential is reflective of the general neighborhood; adjacent properties to the north, east and west; as well as anticipated growth patterns for the area.

(A) East – Commercial Retail

(B) West – Low-density residential, medium density mobile home subdivision, and higher-density multi-family congregate housing.

(C) North – Medium density mobile home subdivision (Valleydale) and higher-density multi-family residential.

(D) South – Single-family residential (zoned ROR) located in unincorporated Pasco County.

COMPATIBILITY/SUITABILITY ANALYSIS

ANNEXATION – Chapters 171.043 and 171.044, FS outlines the character and procedure requirements for voluntary annexation. The 11.75 acre portion of the Subject Property proposed to be brought into the City of Zephyrhills meets the criteria for annexation as: 1) it is contiguous to the current boundaries of the City; 2) it is reasonably compact; 3) it is not a part of another municipality; 4) it will be developed/utilized for urban purposes; and 5) its annexation will not result in the creation of a new enclave. The annexation will clear up a portion of an existing enclave in the City. Staff is coordinating with Pasco County staff as required by the Joint Planning Area (JPA) agreement.

FLUMA – The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 50 acres as of July 1, 2021). The proposed FLUMA is consistent with Chapters 163, Part II, FS; the City of Zephyrhills Comprehensive Plan, and the Land Development code.

(A) The request to change the Subject Property's FLU classification from County RES-6, County RES-9 and City RU to City MU is consistent with the abutting properties, which are:

  (1) Mobile Home/Recreational Vehicle (MH/RV, 5-18 du/ga) and Residential Urban (RU, 7.5-20 du/ga) to the north; and

  (2) MH/RV, RU & Residential Estate (RE, 1 du/ga) to the west; and

  (3) Mixed Use (MU, 20 du/ga; 1.0 FAR) to the east; and

  (4) County RES-9 to the south.

(B) The request consistent with the City of Zephyrhills Comprehensive Plan, Goals, Objectives and Policies, as evidenced by the Justification Report (attached) submitted by Shelly May Johnson, PA on behalf of the applicants.

(C) Utility capacity is available for the proposed project at this time.

(D) The applicants have submitted a Traffic Study Methodology which is currently in review by the City's traffic engineering consultants. A full traffic study will be submitted to determine necessary improvements at driveway entrances at the intersection of Fort King and Eiland. The Subject Property abuts Fort King Road

and Eiland Boulevard, both County owned/maintained roadways. A Pasco County Right-of-Way use permit will be required in the future.

REZONING – In accordance with Section 6.04.01, LDC, the purpose of a PUD is to encourage more creative and imaginative design than is generally possible under conventional zoning regulations. The City of Zephyrhills discourages single-use PUDs and the proposed PUD would provide for a mix of residential and office/retail. Office/retail uses should support the surrounding neighborhood and multi-family uses internal to the development.

(A) The proposed zoning designation to PUD for a mix of higher-density multi-family residential and office/retail is consistent with the proposed FLU classification of MU.

(B) The Subject Property contains +/-29.38 acres, meeting the minimum size requirement of 1.0 acres to establish a PUD.

(C) The proposed zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties, which are:

(1) Mobile Home Subdivision (M1, 7.0 du/ga) and Multi-Family Residential (R4, 20 du/ga) to the north;

(2) M1, R4 and Estate Residential (ER, 2.0 du/ga) to the west;

(3) Community Commercial (C2, 1.0 FAR) to the east; and

(4) Pasco County Retail Office Residential to the south.

(D) The proposed zoning designation and subsequent development will not exhibit premature development based on existing development patterns in the general vicinity and utility infrastructure availability.

(E) In general, the following goals shall be met for a PUD:

(1) The proposed PUD shall be of such design that it will promote achievement of the stated purpose of the city's Comprehensive Plan.

(2) The development will efficiently utilize the available land and will protect and preserve, to the extent possible, natural features of the land such as trees, streams and topographic features.

(a) Approximately 7.26 acres on the north side of the subject property will be reserved for stormwater retention, open space and setback area from an existing pond/wetland area. Staff will work with the applicants during the site development plan review stage concerning the preservation of existing protected and grand trees, where possible.

(3) The development shall provide for harmonious and coherent site and building design that creates a sense of place.

(a) The proposed development will be harmonious with surrounding properties to the east, west and north. The proposed location of uses will allow for a site design which encourages walkability and a pedestrian-friendly environment.

(4) The development will be located in an areas in which transportation, police and fire protection and other public facilities and utilities, are or will be available to and adequate for the uses proposed; provided, however that the applicant may make provision for the facilities or utilities which are not presently available.

NATURAL, HISTORIC, CULTURAL & ARCHAEOLOGICAL RESOURCES

The following site characteristics are provided:

(A) The Subject Property is located outside of the Zephyrhills Historic District and is not anticipated to impact any identified historical, cultural or archaeological resources. Should resources be found onsite during development, notification should be made to the City of Zephyrhills and the Florida Department of State, Division of Historic Resources.

(B) A Protected Species Assessment will be required to be submitted at the time of Site Development Plan Review.

(C) A portion of a Type 3 wetland exists on the northern-most parcel of the subject property. This area is proposed for wetland setback and stormwater retention. Negative impacts to the existing wetland is not anticipated.

(D) The Subject Property is located with the **Basin of Special Concern** and additional stormwater compensation will be required. The Subject Property is generally located within Flood Zone X and is suitable for development; a portion of the two northern-most parcels of the Subject Property are within Flood Zone AE (this area is proposed for wetland setback and stormwater retention). All stormwater for the Subject Property shall be handled on site and in accordance with city standards.

PUBLIC SERVICE/FACILITIES IMPACT ANALYSIS

POLICE	Projected general police service demand is within the City's existing service capabilities. The Police Chief recommended approval of the project at the SPRC stage.
FIRE	It is anticipated that the projected general fire service demand is within the County's existing service capabilities.
POTABLE WATER	Potable water service and adequate capacity is currently available to the Subject Property. Maximum anticipated impact to the potable water system specific to this development is provided in **Attachment 5.** The City is exploring options to ensure adequate water supply to support future growth in the city.
WASTEWATER	Wastewater service and adequate capacity is currently available to the Subject Property. Maximum anticipated impact to the wastewater system and treatment plant specific to this development is provided in **Attachment 6.**
SANITATION (SOLID WASTE)	Domestic solid waste is collected by the City of Zephyrhills Sanitation Department and disposed of at the Pasco County transfer station on Handcart Road. Per the Comprehensive Plan, the minimum level of service is 1.5 tons per year per dwelling unit for residential uses. Service is available to the Subject Property.
STORMWATER	The Subject Property is located within a **Basin of Special Concern** and additional onsite compensation will be required.

COMPREHENSIVE PLAN & LDC CONSISTENCY – *VERIFIED APPLICANT RESPONSE*

The requested annexation, FLUMA and rezoning appears to be consistent with the Goals, Objectives and Policies of the City of Zephyrhills Comprehensive Plan and Land Development Code (LDC). A review of the Comprehensive Plan and LDC has been conducted by the applicant and verified by planning staff. Relevant goals, objectives and policies are identified in Attachment 7, Justification Report, provided by the applicants and response(s) verified by planning staff.

III. RECOMMENDATION(S)

Based upon the analysis contained herein, along with supporting documentation provided by Shelly M. Johnson, PA on behalf of the applicants, planning staff recommends approval of the applications to annex, amend the Future Land Use Map and rezone.

The Site Plan Review Committee recommended approval at its regular meeting on August 16, 2022.

ATTACHMENT 1

Location Maps

Location Map

Aerial Project Location Map

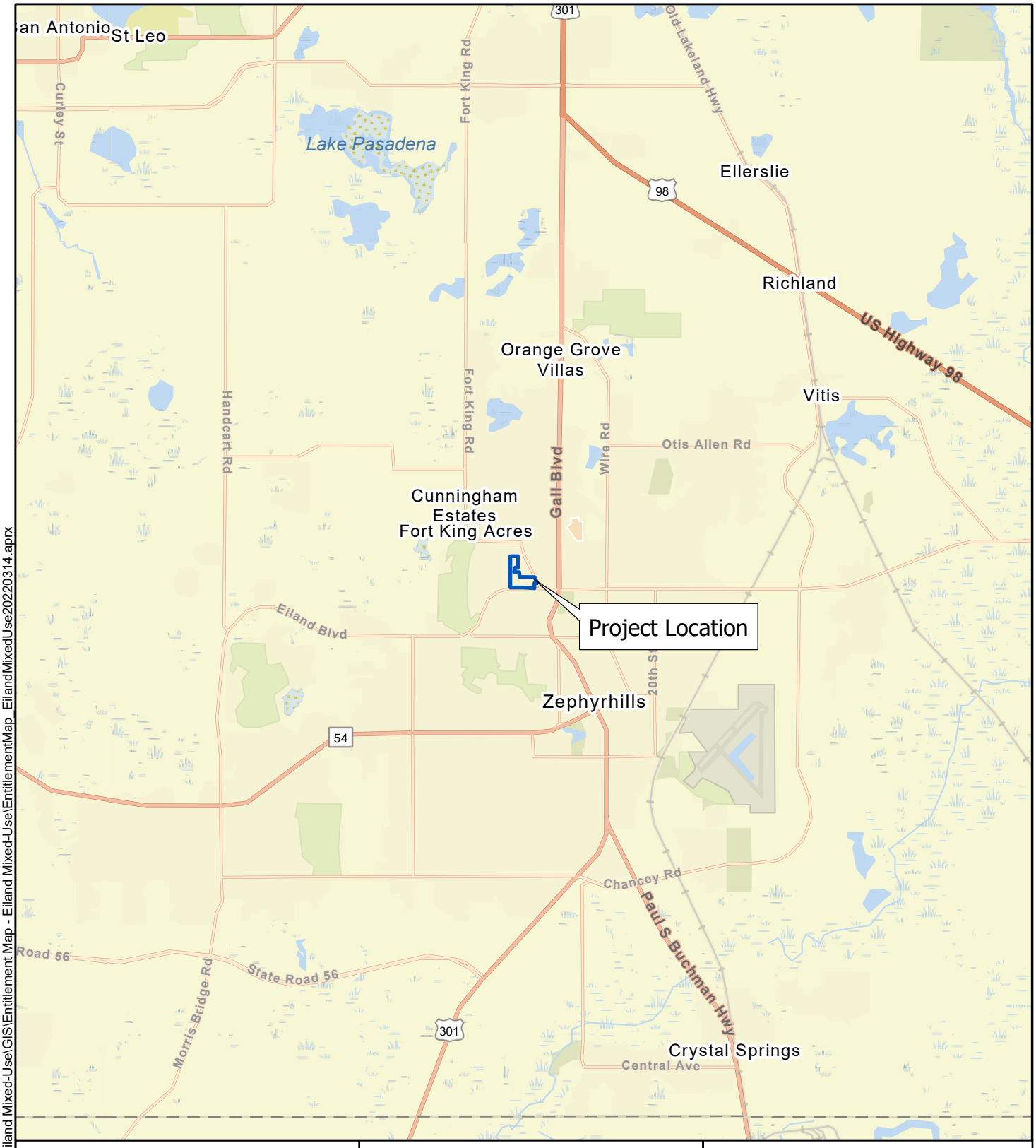



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Figure 1: Location Map
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 1 of 9

Prepared By: BGE	Scale: 1:90,000
Job No.: 9585-00	Date: Mar 14, 2022

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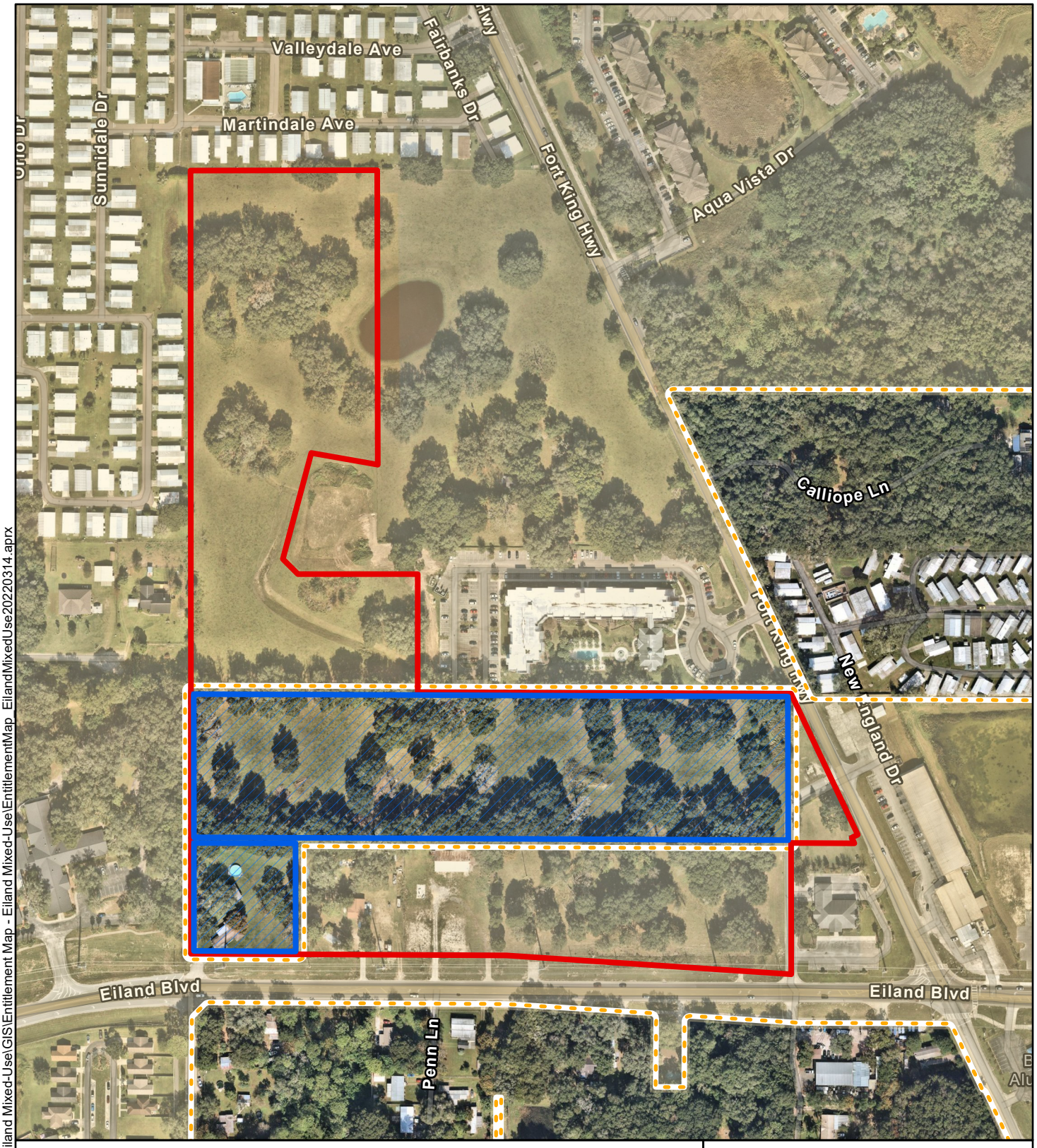

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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Basemap: NearMap November 14, 2021

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Feet

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Figure 2: Aerial Project Location
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 2 of 9

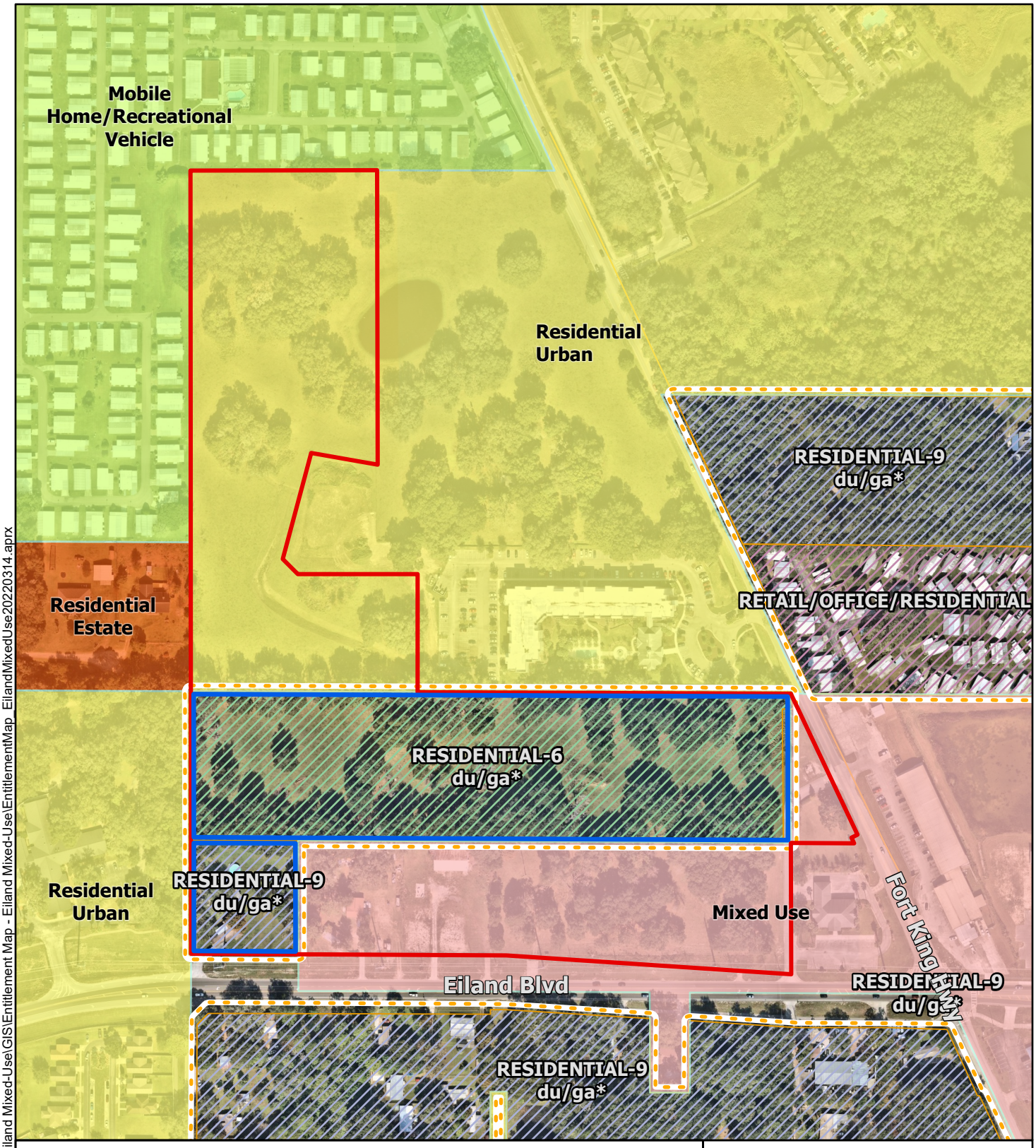
Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

ATTACHMENT 2

Future Land Use Maps

Existing Future Land Use

Proposed Future Land Use



Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Existing Future Landuse (Pasco)

- RESIDENTIAL-6 du/ga*
- RESIDENTIAL-9 du/ga*
- RETAIL/OFFICE/RESIDENTIAL

Existing Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

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Figure 3a: Existing Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 5 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

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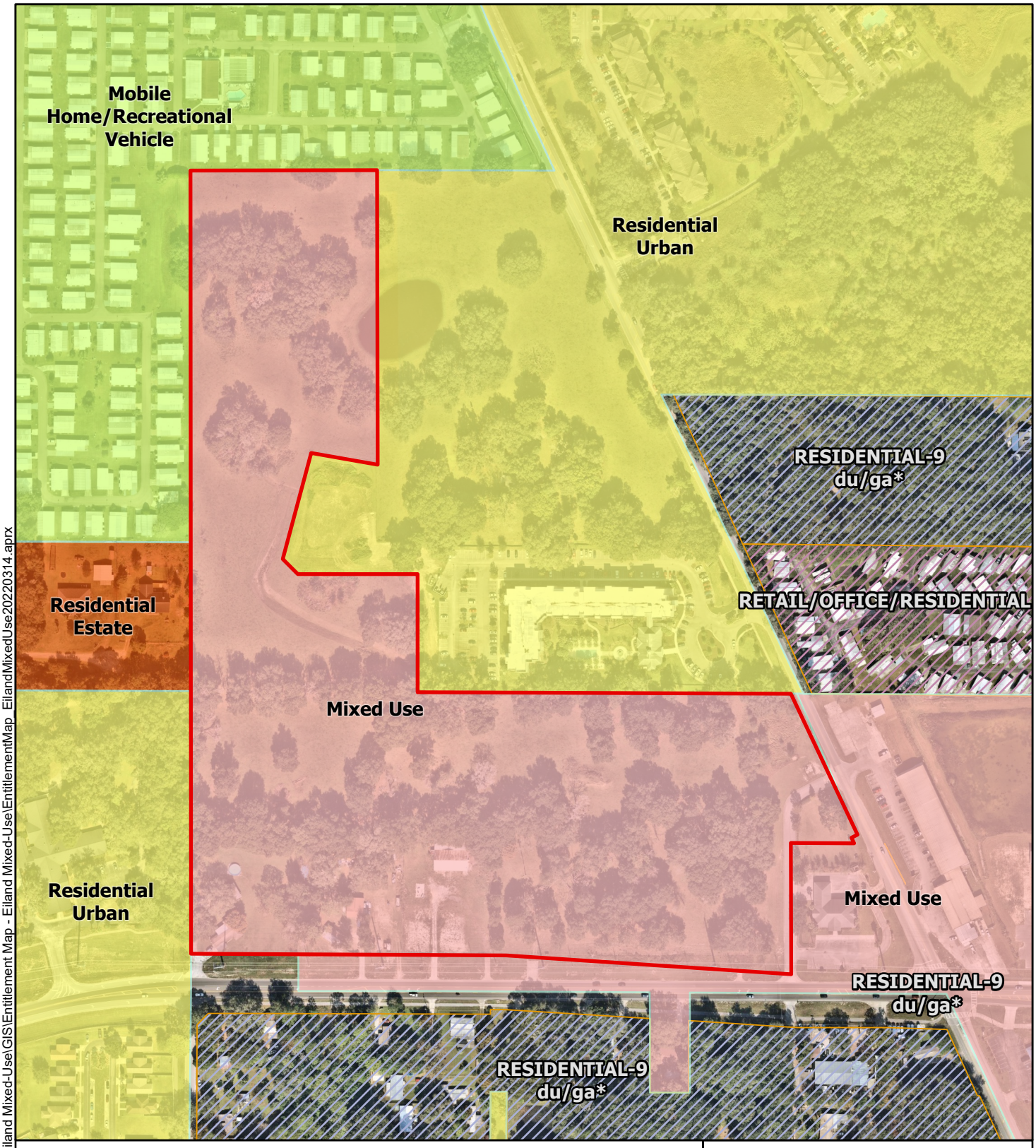

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Legend

- Subject Property Boundary

Proposed Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

Proposed Future Land Use (Pasco)

- EMPLOYMENT CENTER
- GATEWAY HUB

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Feet

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Figure 3b: Proposed Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 6 of 9

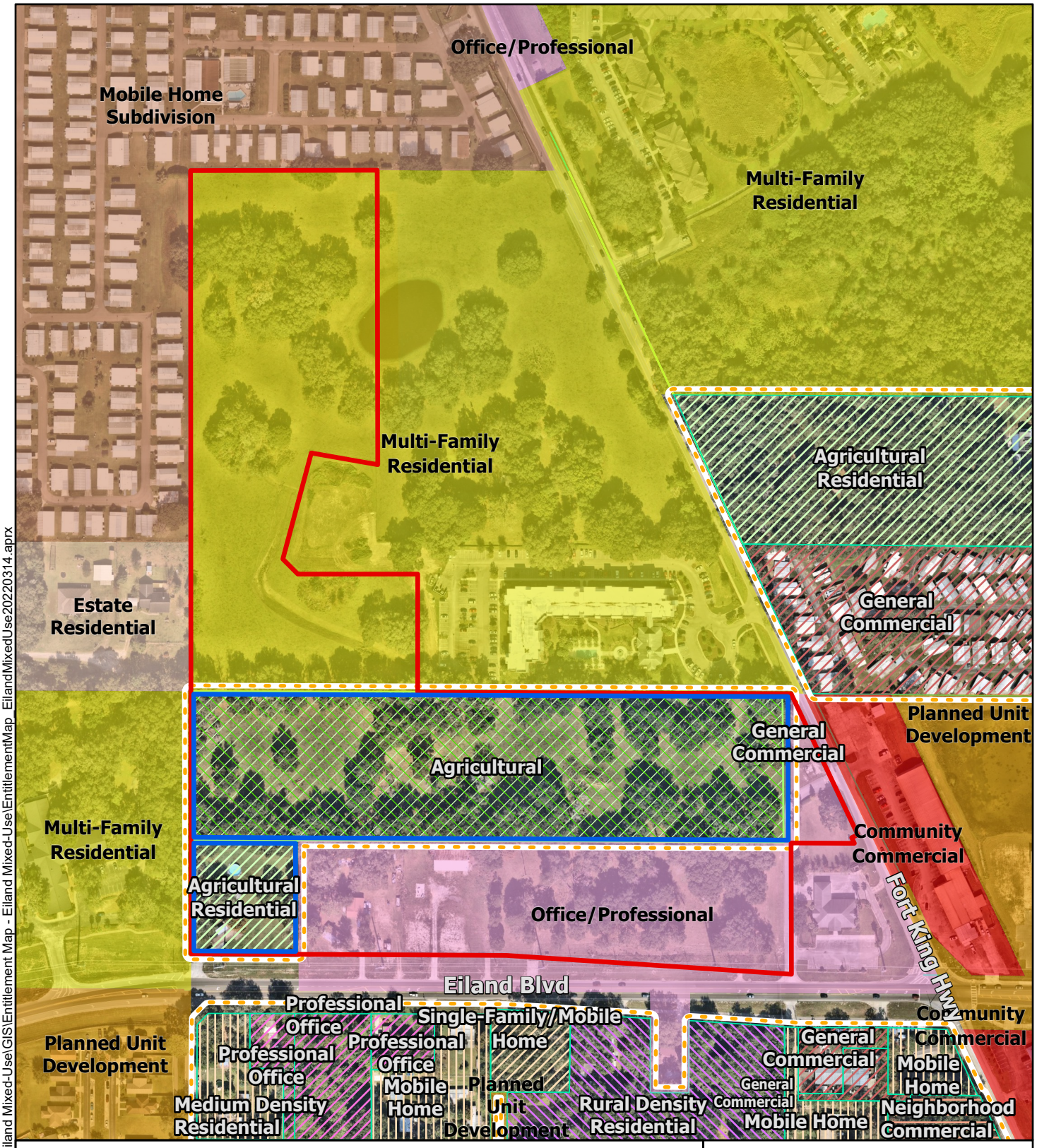
Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

ATTACHMENT 3

Zoning Maps

Existing City & County Zoning

Proposed Zoning



Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Zephyrhills City Zoning

- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Zoning

- Agricultural
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

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Figure 4a: Existing City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 3 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

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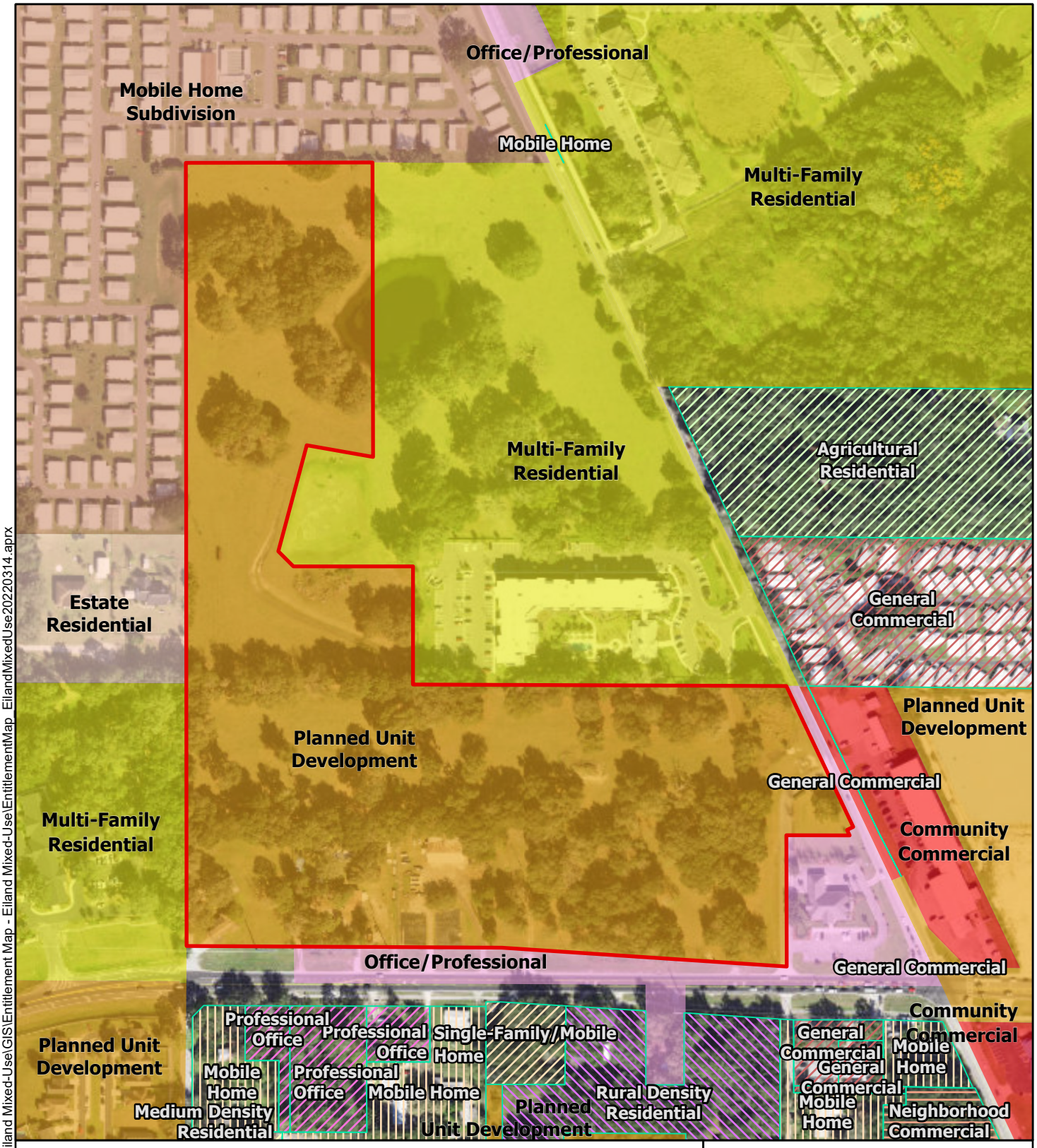

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Legend

- Subject Property Boundary

Zephyrhills Proposed Zoning

- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Proposed Zoning

- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

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Feet

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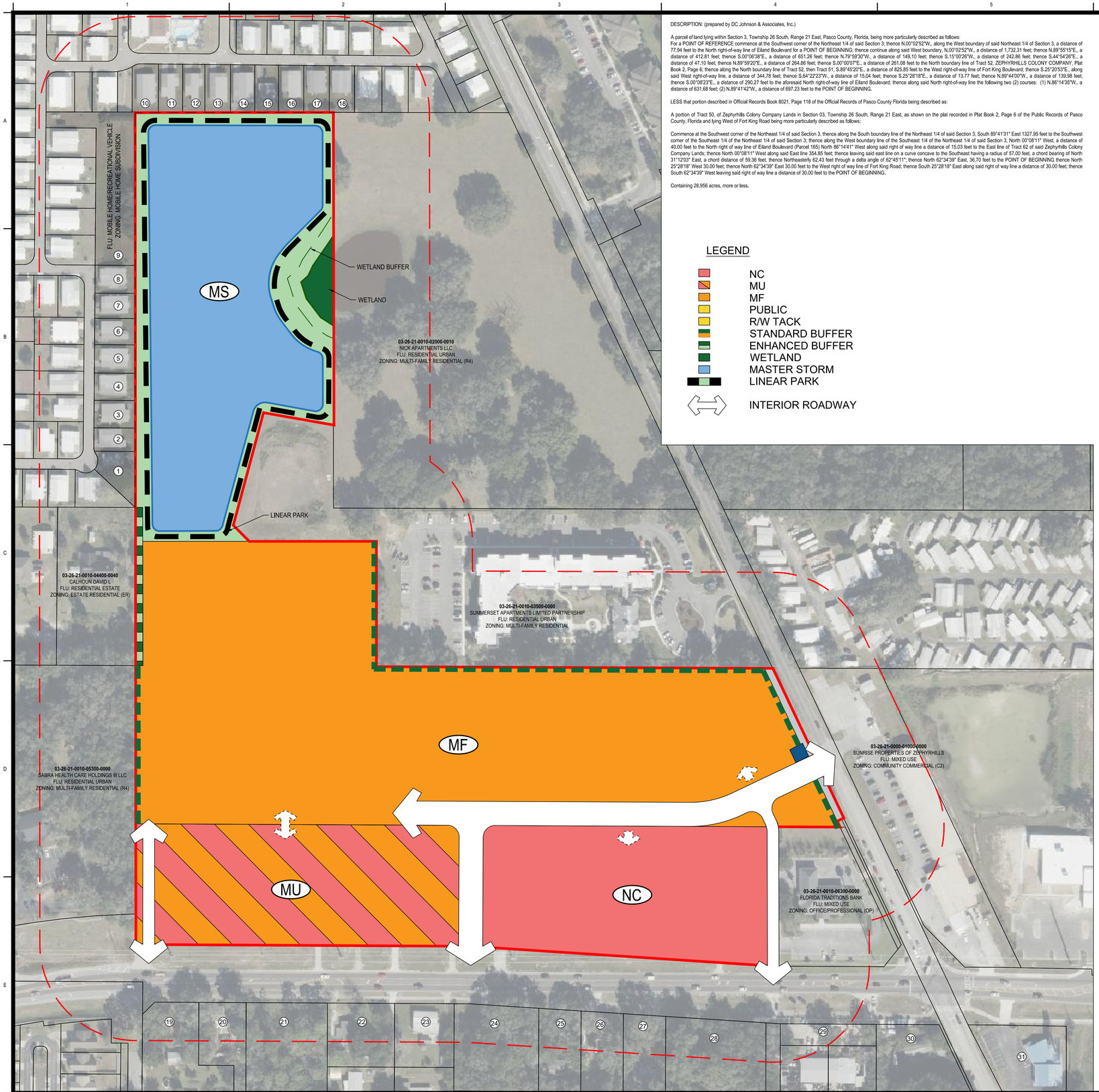
Figure 4b: Proposed City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 4 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

ATTACHMENT 4

Eiland Mixed Use PUD Master Plan



DESCRIPTION: (prepared by DC Johnson & Associates, Inc.)

A parcel of land lying within Section 3, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:
For a POINT OF REFERENCE commence at the Southwest corner of the Northeast 1/4 of said Section 3; thence N.00°02'52"W., along the West boundary of said Northeast 1/4 of Section 3, a distance of 77.94 feet to the North right-of-way line of Eiland Boulevard for a POINT OF BEGINNING; thence continue along said West boundary, N.00°02'52"W., a distance of 1,732.31 feet; thence N.89°55'15"E., a distance of 412.81 feet; thence S.00°06'38"E., a distance of 651.26 feet; thence N.79°59'30"W., a distance of 149.10 feet; thence S.15°00'26"W., a distance of 242.86 feet; thence S.44°54'26"E., a distance of 47.10 feet; thence N.89°59'20"E., a distance of 264.86 feet; thence S.00°00'07"E., a distance of 261.08 feet to the North boundary line of Tract 52, ZEPHYRHILLS COLONY COMPANY, Plat Book 2, Page 6; thence along the North boundary line of Tract 52, then Tract 51, S.89°45'20"E., a distance of 825.85 feet to the West right-of-way line of Fort King Boulevard; thence S.25°20'53"E., along said West right-of-way line, a distance of 344.78 feet; thence S.64°22'23"W., a distance of 15.04 feet; thence S.25°28'18"E., a distance of 13.77 feet; thence N.89°44'00"W., a distance of 139.98 feet; thence S.00°08'23"E., a distance of 290.27 feet to the aforesaid North right-of-way line of Eiland Boulevard; thence along said North right-of-way line the following two (2) courses: (1) N.86°14'35"W., a distance of 631.68 feet; (2) N.89°41'42"W., a distance of 697.23 feet to the POINT OF BEGINNING.

LESS that portion described in Official Records Book 8021, Page 118 of the Official Records of Pasco County Florida being described as:

A portion of Tract 50, of Zephyrhills Colony Company Lands in Section 03, Township 26 South, Range 21 East, as shown on the plat recorded in Plat Book 2, Page 6 of the Public Records of Pasco County, Florida and lying West of Fort King Road being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 3, thence along the South boundary line of the Northeast 1/4 of said Section 3, South 89°41'31" East 1327.95 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 3; thence along the West boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 3, North 00°08'11" West, a distance of 40.00 feet to the North right of way line of Eiland Boulevard (Parcel 165) North 86°14'41" West along said right of way line a distance of 15.03 feet to the East line of Tract 62 of said Zephyrhills Colony Company Lands; thence North 00°08'11" West along said East line 354.85 feet; thence leaving said east line on a curve concave to the Southeast having a radius of 57.00 feet, a chord bearing of North 31°12'03" East, a chord distance of 59.36 feet, thence Northeasterly 62.43 feet through a delta angle of 62°45'11"; thence North 62°34'39" East, 36.70 feet to the POINT OF BEGINNING thence North 25°28'18" West 30.00 feet; thence North 62°34'39" East 30.00 feet to the West right of way line of Fort King Road; thence South 25°28'18" East along said right of way line a distance of 30.00 feet; thence South 62°34'39" West leaving said right of way line a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 28.956 acres, more or less.

LEGEND

- NC
- MU
- MF
- PUBLIC
- R/W TACK
- STANDARD BUFFER
- ENHANCED BUFFER
- WETLAND
- MASTER STORM
- LINEAR PARK
- INTERIOR ROADWAY

SITE DATA

PARCEL ID:	03-26-21-0010-06200-0010; 03-26-21-0010-06200-0000; 03-26-21-0010-06100-0010; 03-26-21-0010-06100-0020; 03-26-21-0010-06100-0000; 03-26-21-0010-05100-0000; 03-26-21-0010-03500-0000; 03-26-21-0010-03600-0000; 03-26-21-0010-02000-0000; 03-26-21-0010-05100-0010;
PROJECT AREA:	29.38 AC (1,279,793 SF)
APPLICANT:	GOLFCOAST CONSTRUCTION
OWNERSHIP:	ACME DEVELOPMENT CORPORATION BISTON CLYDE A SUMMERSET APARTMENTS LIMITED
CURRENT FUTURE LAND-USE:	MIXED USE (CITY) RESIDENTIAL URBAN (CITY) RESIDENTIAL-9 (COUNTY) RESIDENTIAL-6 (COUNTY)
PROPOSED LAND-USE:	MIXED-USE (CITY)
CURRENT ZONING:	AC (COUNTY) AR (COUNTY) OFFICE/PROFESSIONAL (CITY) MULTI-FAMILY RESIDENTIAL (CITY)
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT (CITY)
MULTI-FAMILY (MF)	13.40 AC (583,486 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**267 UNITS**
MIXED USE (MU)	4.01 AC (174,763 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**80 UNITS**
COMMERCIAL USE	
MAX. FAR:	0.5
MAX. SF:	**87,381 SF**
NEIGHBORHOOD COMMERCIAL (NC)	3.92 AC (170,581 SF)
COMMERCIAL USE	
MAX FAR:	
MAX. SF:	**85,290 SF**
MASTER RETENTION (MR)	8.06 AC (350,9638 SF)
TOTALS	
TOTAL AREA:	29.38 AC (1,279,793 SF)
TOTAL RESIDENTIAL UNITS:	347 UNITS
MAX. TOTAL DENSITY:	11.98 UNITS/GROSS ACRE
TOTAL COMMERCIAL SPACE:	172,671 SF
MAX FAR:	0.14 FAR
UTILITIES:	
POTABLE WATER:	CITY OF ZEPHYRHILLS
RECLAIM WATER:	CITY OF ZEPHYRHILLS
SANITARY SEWER:	CITY OF ZEPHYRHILLS
ELECTRICAL:	DUKE ENERGY
COMMUNICATIONS:	FRONTIER; SPECTRUM
NATURAL GAS:	TECO | PEOPLES GAS

TABLE 1: Allowable Use Types

	NC	MU	MF
RESIDENTIAL			
APARTMENT BUILDING		■	■
BUNGALOW COURT		■	■
TOWNHOUSE		■	■
DUPLEX / MULTIPLEX		■	■
LIVE / WORK UNIT	□	□	
VILLA		■	■
CONDO		■	■
GROUP HOME		□	□
INTENSIVE CARE FACILITY		□	□
LODGING			
HOTEL	□	■	■
BED & BREAKFAST		□	□
INN (UP TO 12 ROOMS)	□	■	■
OFFICE			
FINANCIAL SERVICES	■	■	
MEDICAL OFFICE	■	■	
VETERINARY CLINIC	■	■	
GENERAL OFFICE	■	■	
WORK / LIVE UNIT	■	■	
RETAIL			
CONVENIENCE STORE	□		
GENERAL RETAIL (UNDER 25,000 SF)	□	□	
PHARMACY DRUG STORE	■	■	
MEDICAL MARIJUANA DISPENSARY	■	■	
RESTAURANT (CAFE, LESS THAN 2,500 SF)	■	■	
RESTAURANT FULL SERVICE	■	■	
RESTAURANT DRIVE-THRU	□	□	
COFFEE HOUSE / BAKERY	■	■	
PERSONAL SERVICES			
BEAUTY / BARBER SHOP	■	■	
LAUNDROMAT / DRY CLEANING	■	■	
FITNESS CENTER / GYM	■	■	
PET CARE SERVICES (INDOOR)	■	■	
REHABILITATIVE SERVICES	■	■	
FUNERAL SERVICES	■	■	
TATTOO / BODY PIERCING	■	■	
DAY SPA / TANNING SALON	■	■	
LICENSED MASSAGE ESTABLISHMENT	■	■	
COBBLER	■	■	
TAILORING & GARMENT REPAIR	■	■	

	NC	MU	MF
CIVIC			
BUS SHELTER	■	■	■
FOUNTAIN / PUBLIC ART	■	■	■
THEATER	□	□	
MUSEUM	□	□	
OUTDOOR AUDITORIUM	□	□	
PARKING STRUCTURE	■	■	■
PARK & PLAYGROUND	■	■	■
SURFACE PARKING	■	■	■
RELIGIOUS ASSEMBLY	□	□	□
AGRICULTURE			
COMMUNITY GARDENS / GREENHOUSE	■	■	
KENNEL			
AUTOMOBILE-ORIENTED			
GAS STATION			
AUTOMOBILE SALES / RENTALS			
AUTOMOBILE SERVICE / REPAIR			
CAR WASH			
EDUCATION			
COLLEGE	□	□	□
TRADE SCHOOL	□	□	□
GRADE SCHOOL (PUBLIC OR PRIVATE)			
CHILDCARE CENTER	□	□	□

■ BY RIGHT
□ BY WARRANT

By Right - Uses that are allowed within the PUD.

By Warrant - Uses that may be considered and will need City approval before being allowed.

If no box is present the use is not allowed within the PUD.

BGE, Inc.
2203 N. Lois Avenue, Suite G300
Tampa, FL 33607
Tel: 813-848-0901 • www.bgeinc.com
FL Registry No. 32116

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0 50' 100' 200'
SCALE: 1" = 100'

GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

MASTER PLAN

REV	DESCRIPTION	DATE	APR

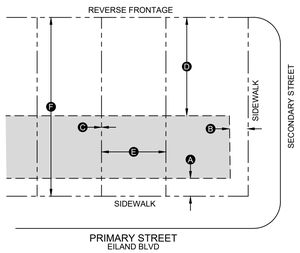
PROJECT NO.: 9927-00

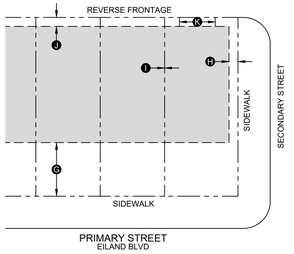
DESIGNED BY:	DRAWN BY:
AH	SK
REVIEWED BY:	DATE:
AH	9-14-2022

C1-1

G:\FLA\Projects\golf_coast_const\9972-00_Eiland Mixed Use\LDV\1_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout1 Plotted: 9/15/2022 10:43:19 AM

NC: Neighborhood Commercial





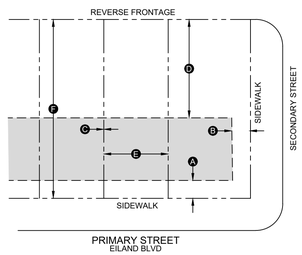
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

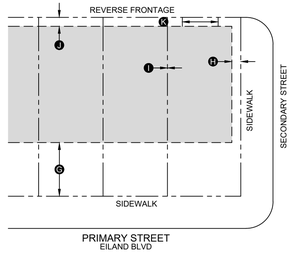
Building Form		
Height		
Main Building	1 Stories min. 2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" max. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' min.	K
See Table 2 for parking dimensions		
See Table 3 for shared parking		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail, Personal Service
Upper Floors	Residential, Lodging, Office, Retail, Personal Service
See Table 1 for specific regulations for each Use Type.	

MU: Mixed Use





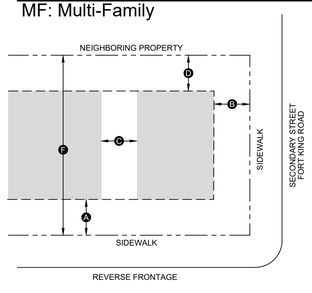
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

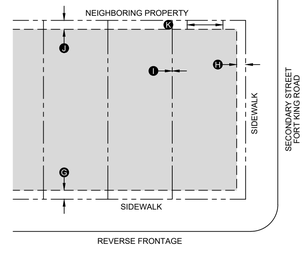
Building Form		
Height		
Main Building	2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Residential	1 space / 1 bed 1.5 space / 2 bed 2 space / 3+ bed	
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail & Personal Service
Upper Floors	Residential, Lodging, Residential Office
See Table 1 for specific regulations for each Use Type.	

MF: Multi-Family





Building Placement		
Setback (Minimum Distance from Property Line)		
Front	20'	A
Side	20'	B
Rear	20'	C
Separation (Minimum Between Buildings)		
Between Buildings	20'	D
Lot Size		
Width	25' min.	E
Depth	N/A	F
Miscellaneous		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

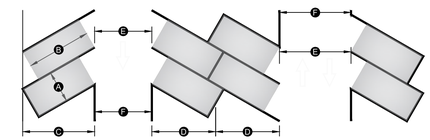
Building Form		
Height		
Main Building	4 Stories max.	
Ancillary Building	2 Stories max.	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Residential	1 spaces/ 1 bedroom 1.5 spaces/ 2 bedrooms 2 spaces/ 3+ bedrooms	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	5' min.	G
Side Street Setback	5' min.	H
Side Setback	5' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

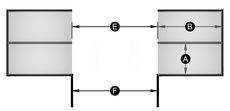
Allowed Use Types*	
Ground Floor	Residential & Lodging
Upper Floors	Residential & Lodging
See Table 1 for specific regulations for each Use Type.	

TABLE 2: Parking Geometry						
Standard		90°	60°	45°	0°	
		9'	9'	9'	8'	A
		18'	18'	18'	18'	B
	Exterior		20.1'	19.1'		C
	Interior		18'	16'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	
Compact		90°	60°	45°	0°	
		8'	8'	8'	7'	A
		16'	16'	16'	16'	B
	Exterior		17.9'	17'		C
	Interior		15.9'	14.2'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	

Miscellaneous	
Handicap parking spaces to be provided per ADA standards.	
25% of the total parking spaces provided may be compact. Compact spaces may be increased to 50% if vehicle charging station(s) are provided on site.	
Aisle width not along parking.	F



ANGLED PARKING (60° & 45°)

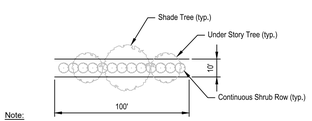


PERPENDICULAR PARKING (90°)



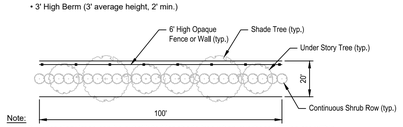
PARALLEL PARKING (0°)

Standard Buffer
(for every 100 LF)
• 1 Shade Tree
• 2 Under Story Trees
• 2' High Berm (2' average height, 1' min.) Along Right-Of-Way



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.

Enhanced Buffer
(for every 100 LF)
• 2 Shade Trees
• 4 Under Story Trees
• Continuous Row of Shrubs 18" High @ Planting
• 6' High Opaque Fence or Wall (see note #2)
• 3' High Berm (3' average height, 2' min.)



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.
2. Walls and fences will follow ZLDC 7.07.00

SHARED PARKING FACTOR

Function	with	Function
RESIDENTIAL		RESIDENTIAL
LODGING		LODGING
OFFICE		OFFICE
RETAIL		RETAIL

| | | | | | |

ATTACHMENT 5

Potable Water

Eiland Utility Demand Calculations

05/31/2022

Potable

Parcel (ac)	Unit Type (Type)	Unit Count (# or sq-ft)	Residential Unit (persons)	Total Residential Units (ERU)	ERU (gal/day/ERU)	ADF (gpd)	ADF (GPM)	MDF (GPM)
14.3	MF	286	2.5	715	300	214500	149	501
3.4	MF	68	2.5	170	300	51000	35	119
	Office/Retail	74052	-	-	-	-	5	10
3.8	Office/Retail	82764	-	-	-	-	6	11
							195	**641**

Notes:

1. Design criteria based off *"Technical Standards for Water Distribution System Construction Specification Manual City of Zephyrhills, Florida,"* April 2020.
2. ADF for domestic calculated 300 gal per day per equivalent unit, with 2.5 persons per multi-family dwelling unit.
3. MDF for multi-family units calculated using 0.7 GMPM per dwelling unit.
4. Office/Retail demands are estimated based on *"Public Facilities Element City of Zephyrhills 2025 Comprehensive Plan."*
5. Office/Retail potable demands are back calculated from sewage estimated flows.
6. Office/Retail potable demand = sewage demand x 1.25.
7. Office/Retail MDF peaking factor assumed to be 2 x ADF.

ATTACHMENT 6

Wastewater

Eiland Utility Demand Calculations

05/31/2022

Sanitary

Parcel (ac)	Unit Type (Type)	Unit Count (# or sq-ft)	Residential Unit (persons)	Total Residential Units (ERU)	Estimated Domestic Sewage Flows (gpd)	ADF (gpd)	ADF (GPM)
14.3	MF	286	2.5	715	450	321750	223
3.4	MF	68	2.5	170	450	76500	53
	Office/Retail	74052	-	-	0.1	7405.20	5
3.8	Office/Retail	82764	-	-	0.1	8276.40	6
							287

Notes:

1. Office/Residential demands are estimated based on *"Public Facilities Element City of Zephyrhills 2025 Comprehensive Plan."*
2. Assumed 3 bedroom apartments for conservative assumption.

ATTACHMENT 7

Justification Report

Shelly M. Johnson, Esq.

SHELLY MAY JOHNSON, PA
ATTORNEYS AT LAW
6400 Madison Street, New Port Richey, Florida 34652
TELEPHONE: (727) 376-7300
FAX: (727) 376-7337

Mixed Use Development Annexation; FLUM and Rezoning Amendments Application

AMENDED PD ZONING REPORT AND PROJECT NARRATIVE

This land use amendment and rezoning to a mixed-use development (PUD) is in conjunction with a corresponding annexation into the city and a large-scale comprehensive plan amendment (CPAL) to the Mixed Use (MU) Future Land Use (FLU) classification. The area subject to this rezoning, CPAL, and annexation is located West of Fort King and North of Eiland Blvd.

As a result of the annexation, a City FLU classification and Zoning District are required. In order to ensure the smooth transition of the area from unincorporated Pasco County into the City, the applicant is submitting all three (3) applications concurrently.

The Applicant is proposing a mixed-use development of retail/office and multifamily development. The Applicant is proposing a density of 286 multi- family du's with the potential to develop 60 additional multi-family units abutting Eiland Blvd. The 286 units will be part of a larger mixed used development with the parcels directly abutting Eiland Blvd which are proposed with this request to be developed with either/or of retail and office or an additional 60 multi-family units.

1. ANALYSIS FOR COMPLIANCE

A. Consistency with the Comprehensive Plan

The proposal includes an annexation of property in conjunction with a corresponding land use amendment from County RES-6 to the City's MU FLUM designation. The area is comprised of a variety of land uses included County ROR (Retail Office Residential) and RES-9.

FUTURE LAND USE ELEMENT

The City of Zephyrhills is situated as the center of a growing urban region. While opportunities exist for significant new development within the city boundaries and expansion is expected through annexation, the City is strongly focused on infill and redevelopment and the management of its growth through enhanced annexation policies and improved coordination with Pasco County. The Comprehensive Plan policies provide a framework for Mixed use land use categories.

The purpose of the Mixed-Use category is to achieve a more balanced mix of uses to increase convenience and provide greater transportation choices. When a wide variety of uses are located in close proximity to each other, walking and bicycling become practical alternatives to automobile travel. Such areas would support objectives for improved mobility and reduced congestion. Infill development success can be enhanced by planning a mutually supportive mix of uses. The mixing of uses can add variety and vitality to an area, making it a more attractive, interesting place to live. In addition, convenient commercial and personal services, readily accessible to work sites and residential areas, and convenient cultural or recreational amenities can enhance the attractiveness of infill development. Infill development can fill gaps to benefit the entire neighborhood including existing residents, for instance by including a grocery store or park where none exists.

Locational Characteristics
This category is generally appropriate to locations within the urban area that are appropriate for more intensive residential, office and retail commercial uses. These areas are typically in close proximity to and served by the arterial highway network where mixed use developments allow interaction among land uses and encourage mass transit and non-vehicular trips.

Residential. This category encompasses the full range of residential uses including single family detached units, single family attached (duplex/triplex) units, multi-family developments, and mobile homes, mobile home parks and subdivisions, recreational vehicle campgrounds.

Availability of Facilities and Services to Serve Existing Land Uses

Traffic Circulation. All areas of the city are served by adequate transportation facilities. All roadways are operating at acceptable levels of service although deficiencies for US 301 are projected during the planning period.

Sanitary Sewer. The wastewater collection and treatment system are expected to have adequate capacity during the planning period. The wastewater treatment plant has been retrofitted to provide treated wastewater for reuse.

Solid Waste The Pasco County Resource Recovery Facility, with a design capacity of 1,050 tons per day, provides adequate solid waste disposal for the County, its municipalities, and municipalities outside Pasco County. The City is responsible for solid waste collection.

Drainage There are few areas of the City which experience flooding with average rain events. Areas that have experience flooding recently are the Silver Oaks and Meadowood subdivisions. Measures are being taken by the City to conduct a city-wide master stormwater drainage plan. The plan will identify areas with drainage problems and solutions. Otherwise, the City system appears to be operating at a satisfactory level relative to the issue of flooding. As new development and redevelopment are permitted, stormwater facilities are being brought up to current standards per Southwest Florida Water Management District rules.

Potable Water
The Public Facilities Element indicates that the potable water distribution system will be adequate throughout the planning horizon.

As evidenced by the remainder of the application narrative, reports and data , the development proposal comports with a variety of Goals Objectives and Policies of the City's Comprehensive Plan such as:

GOAL LU-1:	To achieve an economically and diversified tax base that ensures: a. that the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base.
POLICY LU-1-6-2:	The Mixed Use (MU) land use designation shall recognize areas well-suited for mixed use with intensive residential, office, and retail development and shall be consistent in character with surrounding uses, transportation facilities, and natural resources. The mixed-use nature of this category is intended to reduce, and possibly eliminate, the proliferation of strip commercial development in the City and reduce vehicle miles traveled through internal capture
POLICY PUB-1-2-2:	No building permits will be issued for new residential, office or commercial development which is not served by a public water supply.
POLICY PUB-5-2-1:	The design of drainage facilities shall comply with the ambient water quality standards of SWFWMD, DEP, and Chapter 17 – 25 and other applicable water quality regulations for discharge.
POLICY PUB-5-1-2:	Developers will be financially responsible for on-site stormwater detention.
POLICY PUB-4-1-2:	New development or redevelopment is not permitted unless the finished floor elevation is at least 8 inches above the crown of the adjacent road unless waived by the Building Official and at or above the 100-year flood elevation.

POLICY PUB-4-1-3:	All new development or redevelopment is required to provide on-site retention of stormwater of sufficient capacity to assure that post-development runoff is no greater than pre-development runoff. The adopted level of service standard is a 25-year storm of 3.6 inches of rainfall in 1 hour. Improvements undertaken to correct existing localized ponding of water will be based on meeting or making progress toward achievement of the adopted LOS standards for drainage facilities.
POLICY PUB-2-2-2:	The City will vigorously enforce present policy to require all development to connect to a public sewer when the wastewater collection line is within 200 feet of the property.
POLICY PUB 2-2-3:	Future annexations will not be approved if existing of proposed development is/would be on septic tanks and lies within an area of concern as described above unless the landowner and City agree to extend the wastewater collection system.

B. Consistency with F.S. 163 & 171

The proposal complies with F.S. 171. The property is adjacent to city property and the annexation will not create an enclave.

Staff should note that pursuant to Section 163.3177(6)(a)4, the amount of land designated for future land uses should allow the operation of real estate markets to provide adequate choices for permanent and seasonal residents and may not be limited solely by the projected population. According to Section 163.3177(6)(a)8, F.S. Future Land Use map amendments shall be based on the following analyses:

a. An analysis of the availability of facilities and services.

See Exhibit C and the enclosed Transportation Study. The proposed amendment is consistent with available water supplies, public facilities and services. The developer will be providing the necessary infrastructure to make the connections to Utilities.

b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

See the Environmental and Cultural Assessment reports were submitted with the original

package

c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

See Exhibits A and B. Additionally the proposed development is uniquely situated between an existing multi-family development, a mobile home park, and nonresidential uses. A mixed-use development as proposed provides for infill development as well as a transitional use for the surrounding area. This mixed-use community will provide the necessary supply of residential housing stock (see Exhibit A) that is currently in under-supply and will thus strengthen and diversify the community's economy by providing a diversity of housing options as well as new employment options and opportunities. All of these factors will work collectively to make this area a vibrant economic contributor to the City's economy.

D. Consistency with LDC (Zoning) Ordinances and City Ordinances

Please see the enclosed Plan which has been created consistent with the applicable comprehensive plan goals and objectives and land development regulations. The intent of the planned development (PD) district is to encourage more creative and imaginative design than generally is possible under conventional zoning regulations. The Applicant has provided analysis as well as a variety of reports, cultural, environmental, transportation that demonstrates that the development will efficiently utilize the available land and will protect and preserve to the extent possible, natural features of the land such as trees, streams and topographic features. The development will provide for harmonious and coherent site and building design that creates a sense of place and is located in an area in which transportation, police and fire protection, other public facilities and public utilities, including sewerage, are available and adequate for the uses proposed.

d. Local Development Pattern

As can be seen on the Plan, the zoning results in a logical and orderly development pattern. The properties are surrounded by commercial and residential urban density development. The office and neighborhood commercial uses along Eiland Blvd. and the multi-family development transitioning north into additional existing multi-family development at this intersection is an appropriate transition in the development pattern that has been established for this area. the proposed development is uniquely situated between an existing multi-family development, a mobile home park, and non-residential uses. A mixed-use development as proposed provides for infill development as well as a transitional use for the surrounding area. This mixed-use community will provide the necessary supply of residential housing stock (see Exhibit A) that is currently in under-supply and will thus strengthen and diversify the community's economy by providing a diversity of housing options as well as new employment options and opportunities. All of these factors will work collectively to make this area a vibrant economic contributor to the City's economy.

e. Pre-Mature Development

See Exhibit B. The proposed zoning district will not create premature development. It is in an already developed area that is targeted for annexation and growth pursuant to the City

Comprehensive Plan. The parcel being annexed is surrounded by City properties and its annexation into the city meets all applicable statutory requirements as set forth herein.

2. SUITABILITY ANALYSIS -Water, Sewer, Emergency Services, Schools, Parks.

Further facilities analysis and capacity demands of the proposed development are being provided with this amendment. The following standard condition of approval is anticipated to be included as well for this project addressing public facilities: The City shall provide water and/or wastewater service to the project. A utility service agreement shall be executed and a master utility plan for the project shall be submitted for review and approval prior to construction plan approval. The developer shall construct all water and wastewater facilities within the development to current City standards. The development will be required to build a neighborhood park. There is also a YMCA in close proximity to the development. The site will be served by Pasco County Schools and Fire and City Police Services. There are two Pasco County Fire Stations in close proximity to the site, Station #16 and #25.

3. RESIDENTIAL IMPACT STATEMENT

The property is surrounded by residential and non-residential development including but not limited to existing apartments, a hospice facility, mobile home park, a bank and VA clinic under construction. The Applicant has included a variety of raw data in this package regarding the population growth projections in the area and the significant need for additional housing to the area as well as housing types to address the existing housing affordability crisis. Given the existing mix of development surrounding the property and the availability of sufficient infrastructure to serve it, no o negative impacts are anticipated.

Exhibit List

Deeds
Concept Plan
Existing Future Land Use
Proposed Future Land
Existing Zoning
Proposed Zoning
Natural Resources
Aerial Map of Site and Surrounding Area
Topographic and Survey
Cultural Assessment
Environmental Report
Traffic Methodology

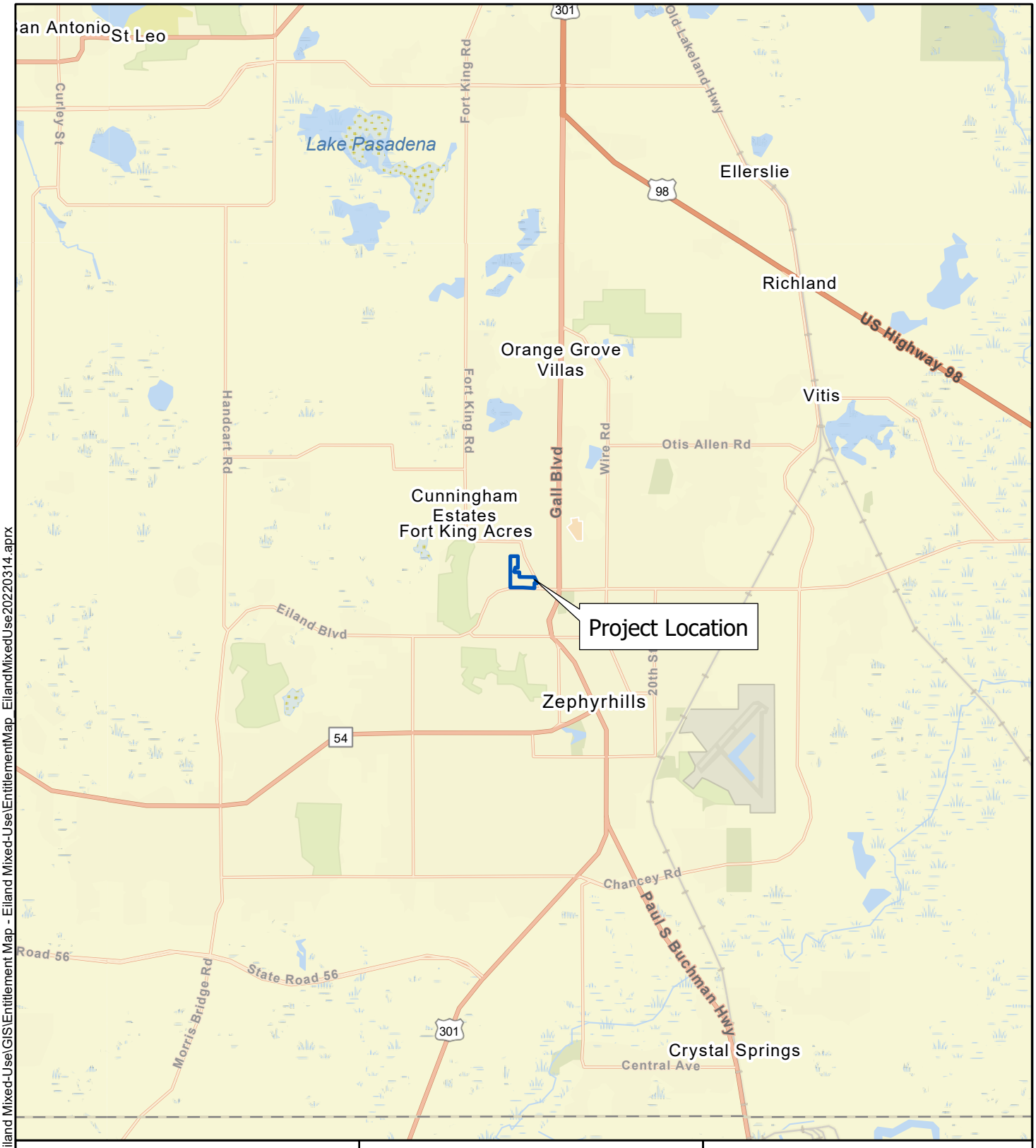




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Figure 1: Location Map
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 1 of 9

Prepared By: BGE	Scale: 1:90,000
Job No.: 9585-00	Date: Mar 14, 2022

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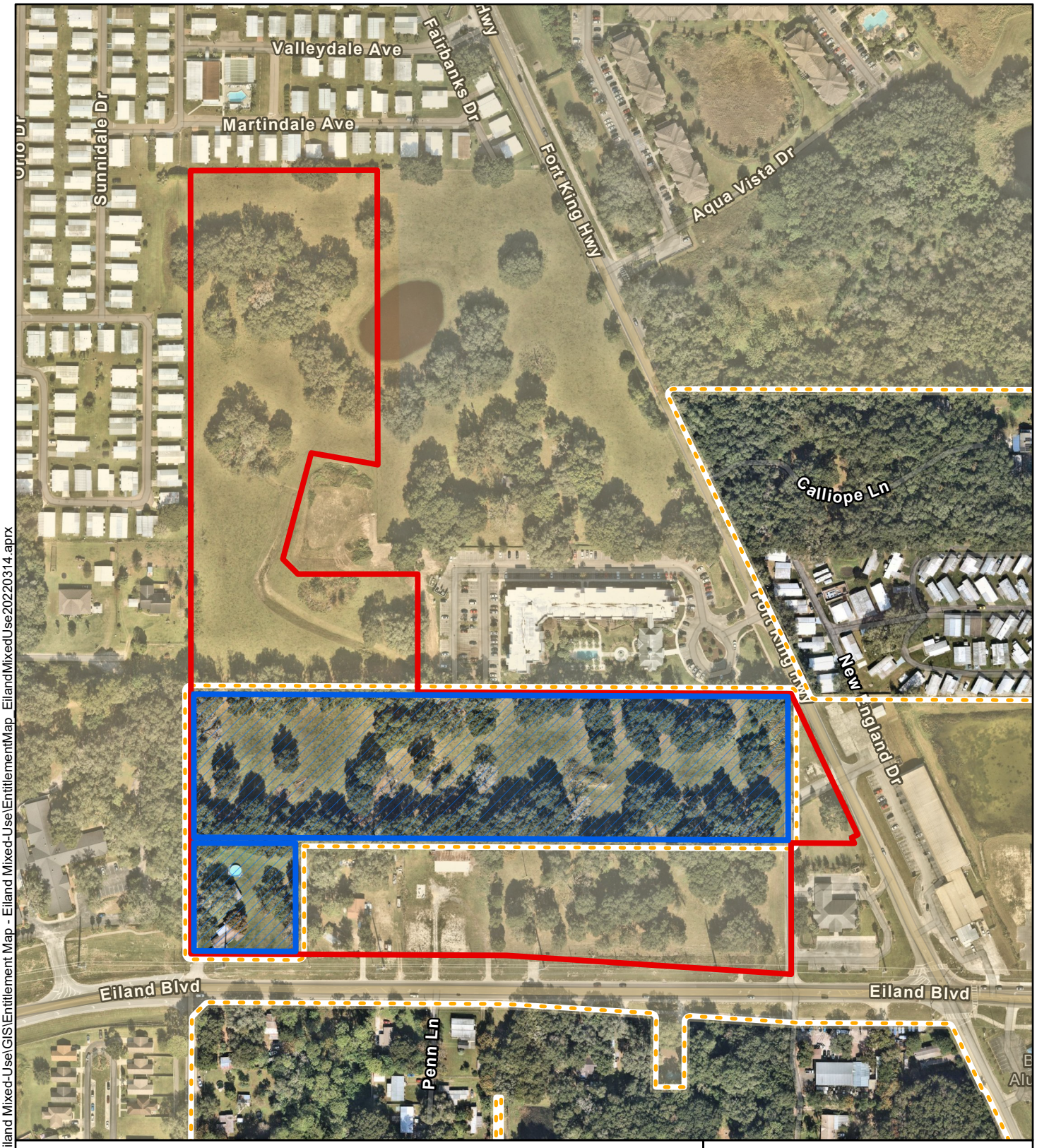

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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Basemap: NearMap November 14, 2021

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Feet

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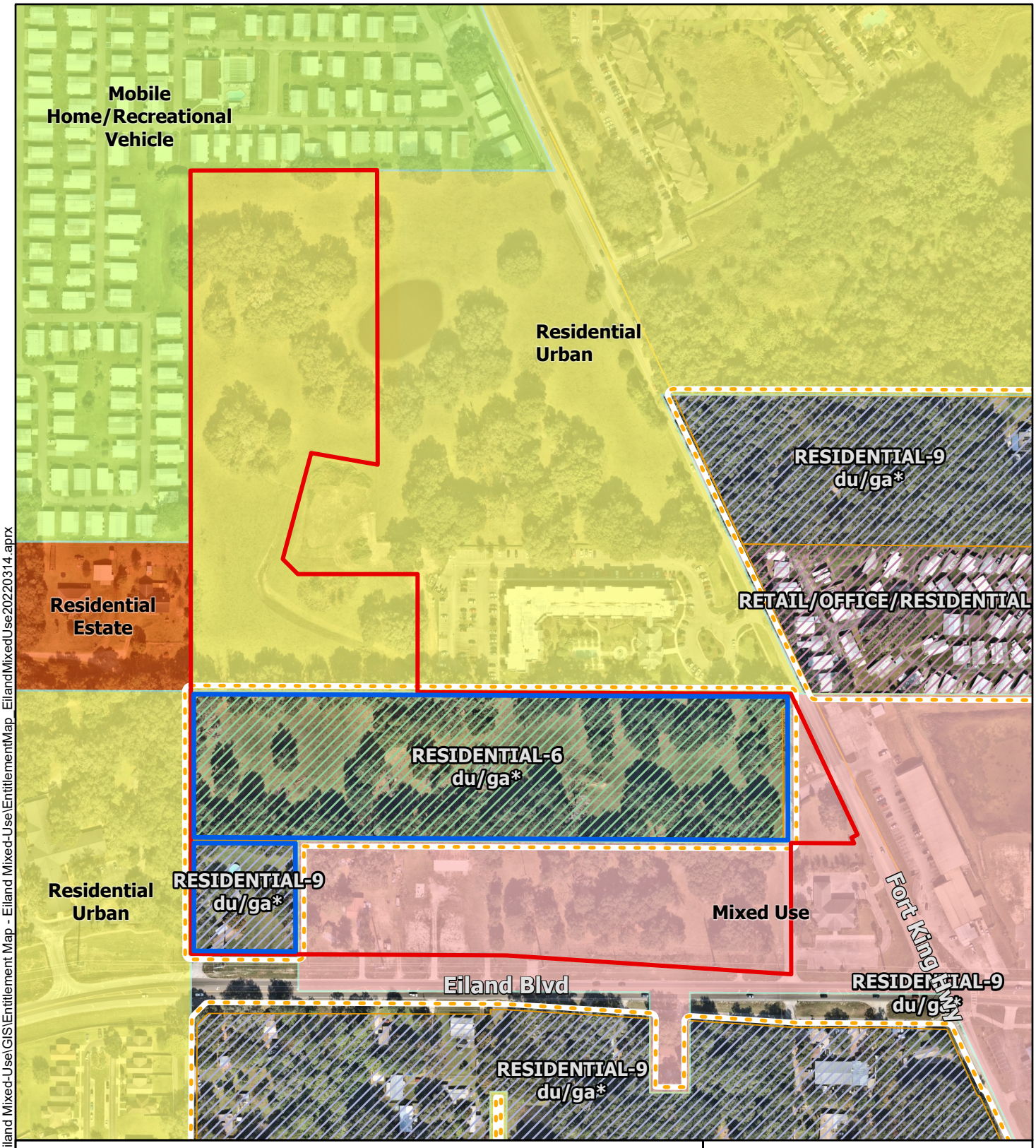
Figure 2: Aerial Project Location
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 2 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Existing Future Landuse (Pasco)

- RESIDENTIAL-6 du/ga*
- RESIDENTIAL-9 du/ga*
- RETAIL/OFFICE/RESIDENTIAL

Existing Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

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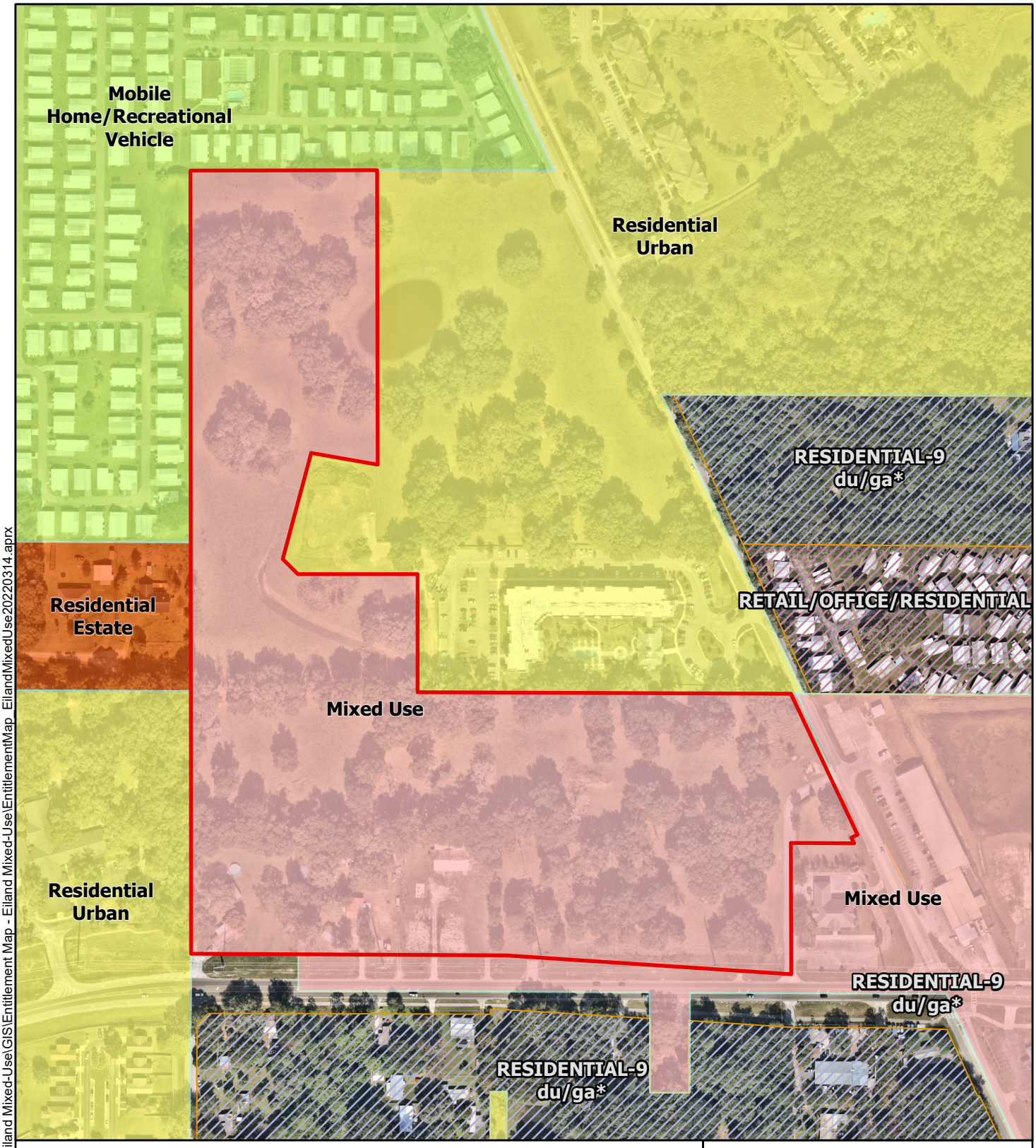
Figure 3a: Existing Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 5 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Subject Property Boundary

Proposed Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

Proposed Future Land Use (Pasco)

- EMPLOYMENT CENTER
- GATEWAY HUB

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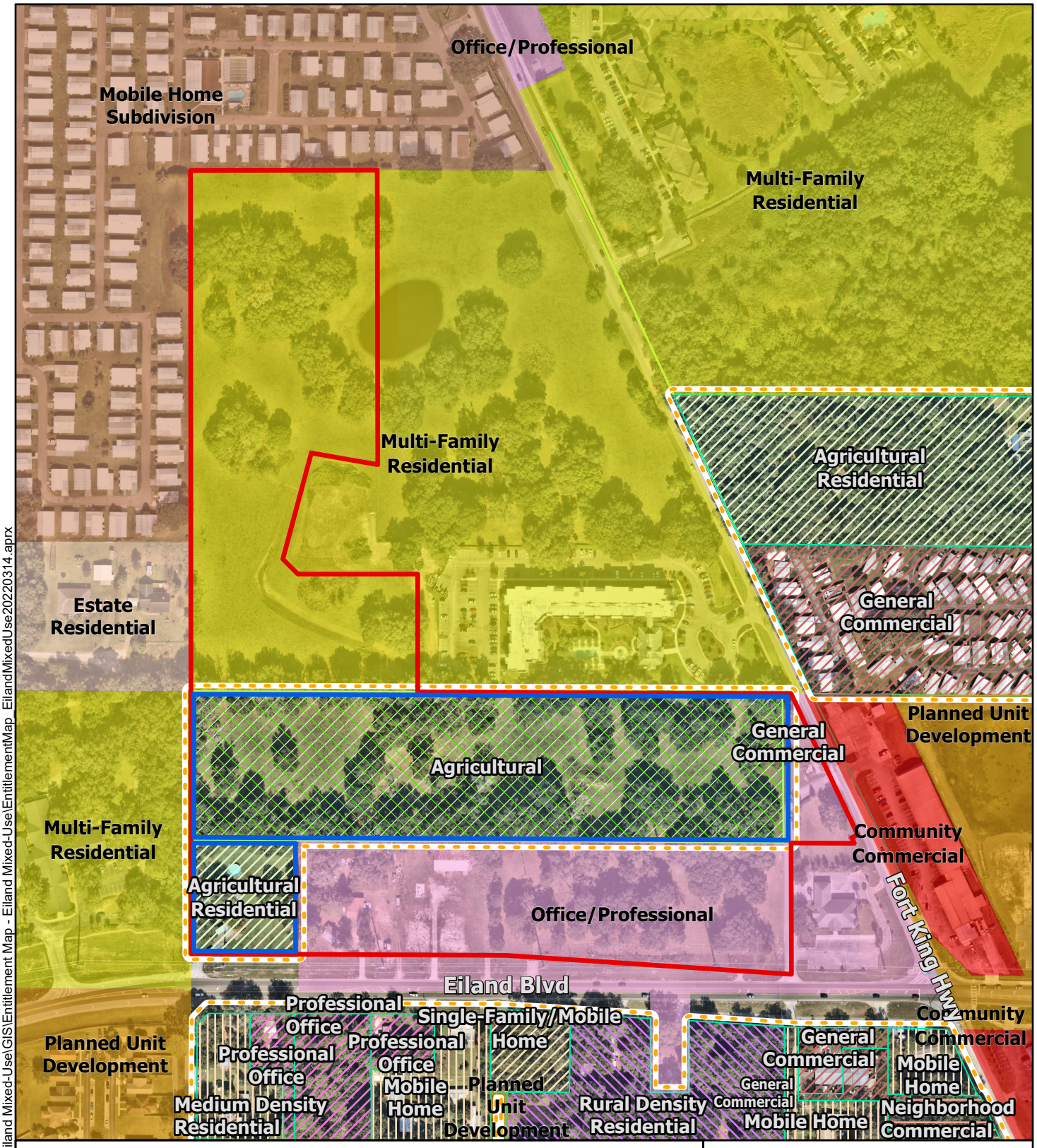
Figure 3b: Proposed Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 6 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Zephyrhills City Zoning

- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Zoning

- Agricultural
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

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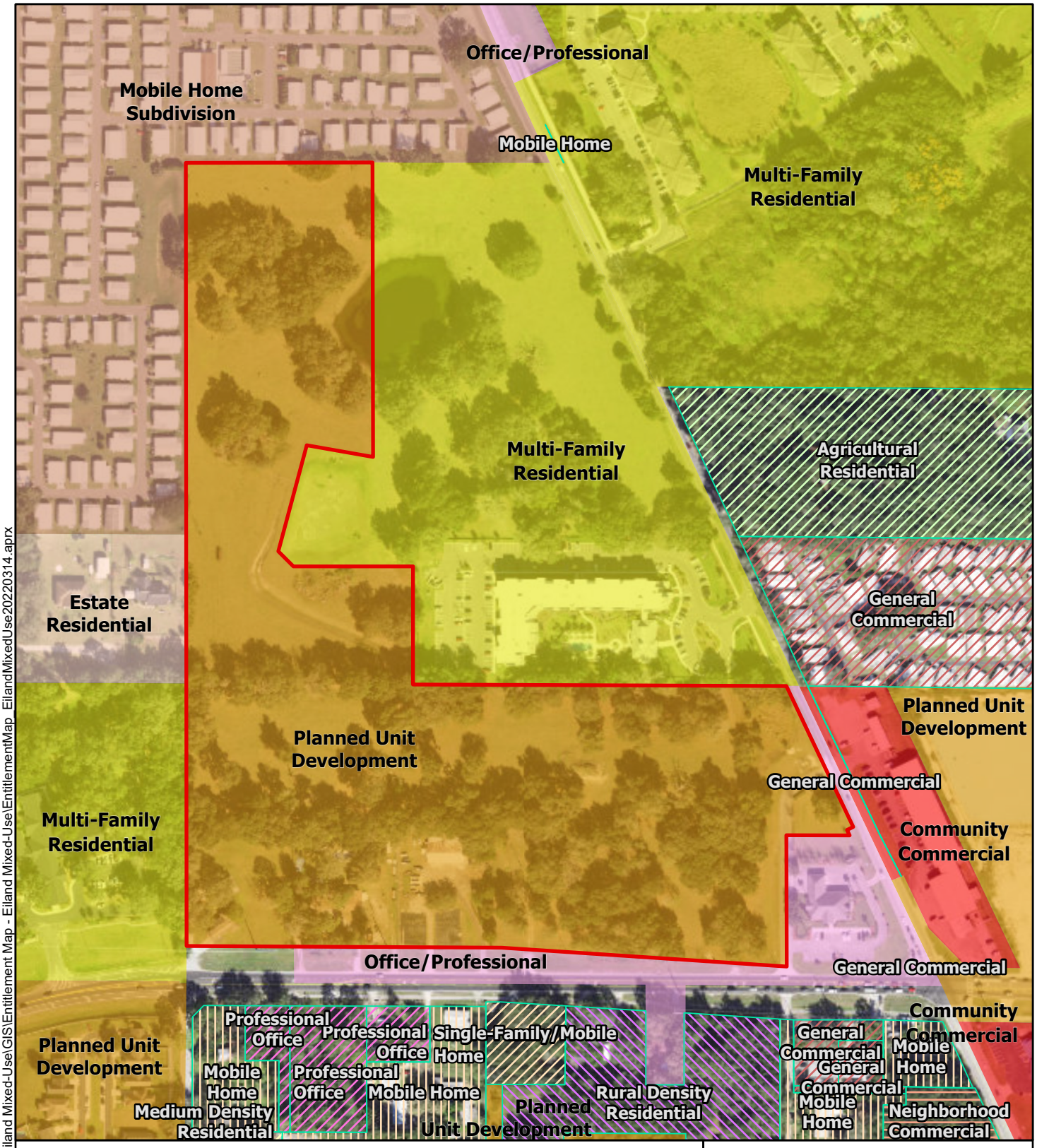
Figure 4a: Existing City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 3 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

Subject Property Boundary

Zephyrhills Proposed Zoning
- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Proposed Zoning
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

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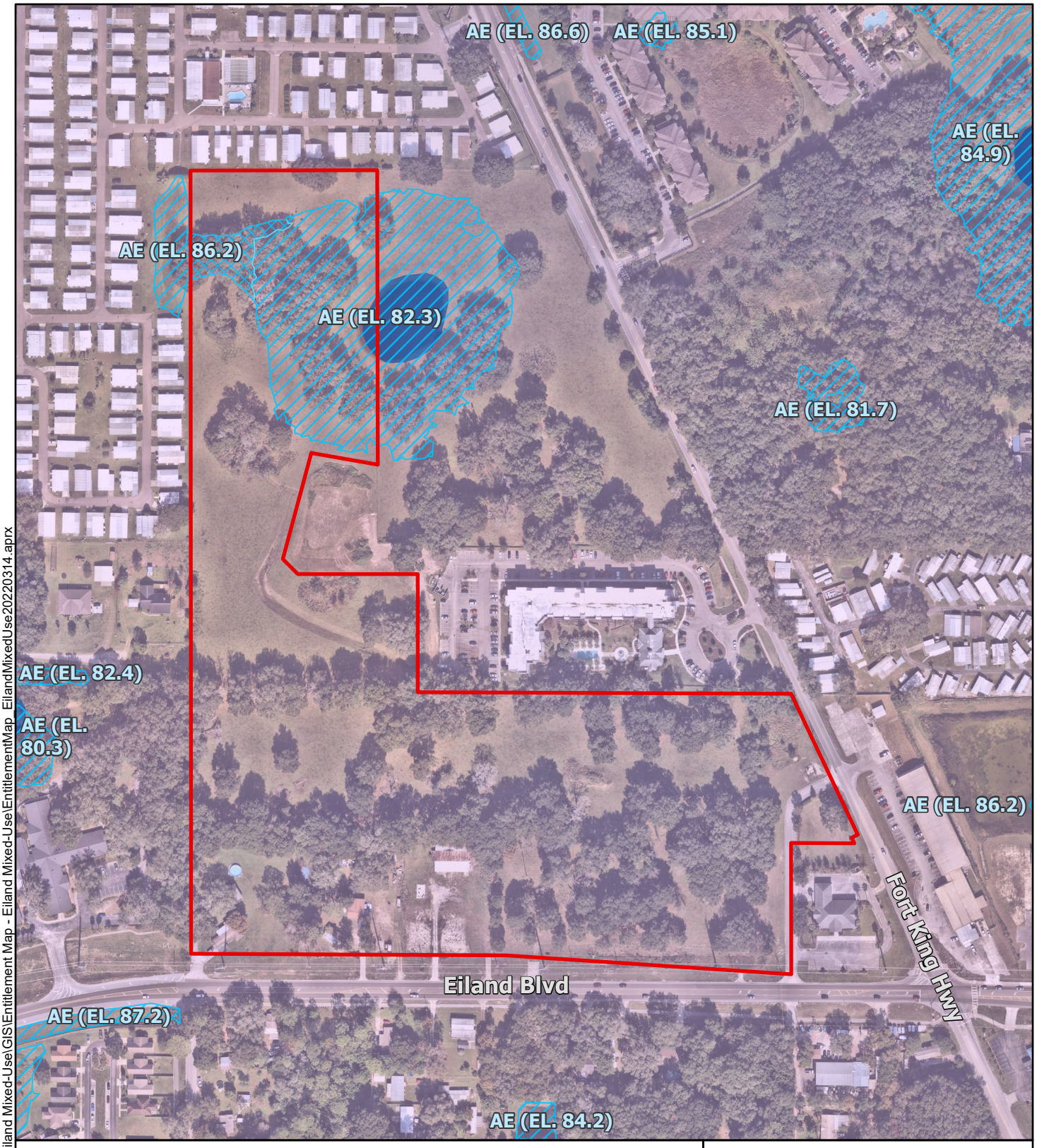
Figure 4b: Proposed City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 4 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Subject Property Boundary
- Lake
- Aquifer Recharge Zone (Recharge 0.01 - 3 inches/yr)

Zone

- A
- AE
- X

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Feet

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Figure 5a: Floodplains
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 7 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Subject Property Boundary
- Lake

Wetlands (Pasco County Classification)

- Type 1
- Type 2
- Type 3

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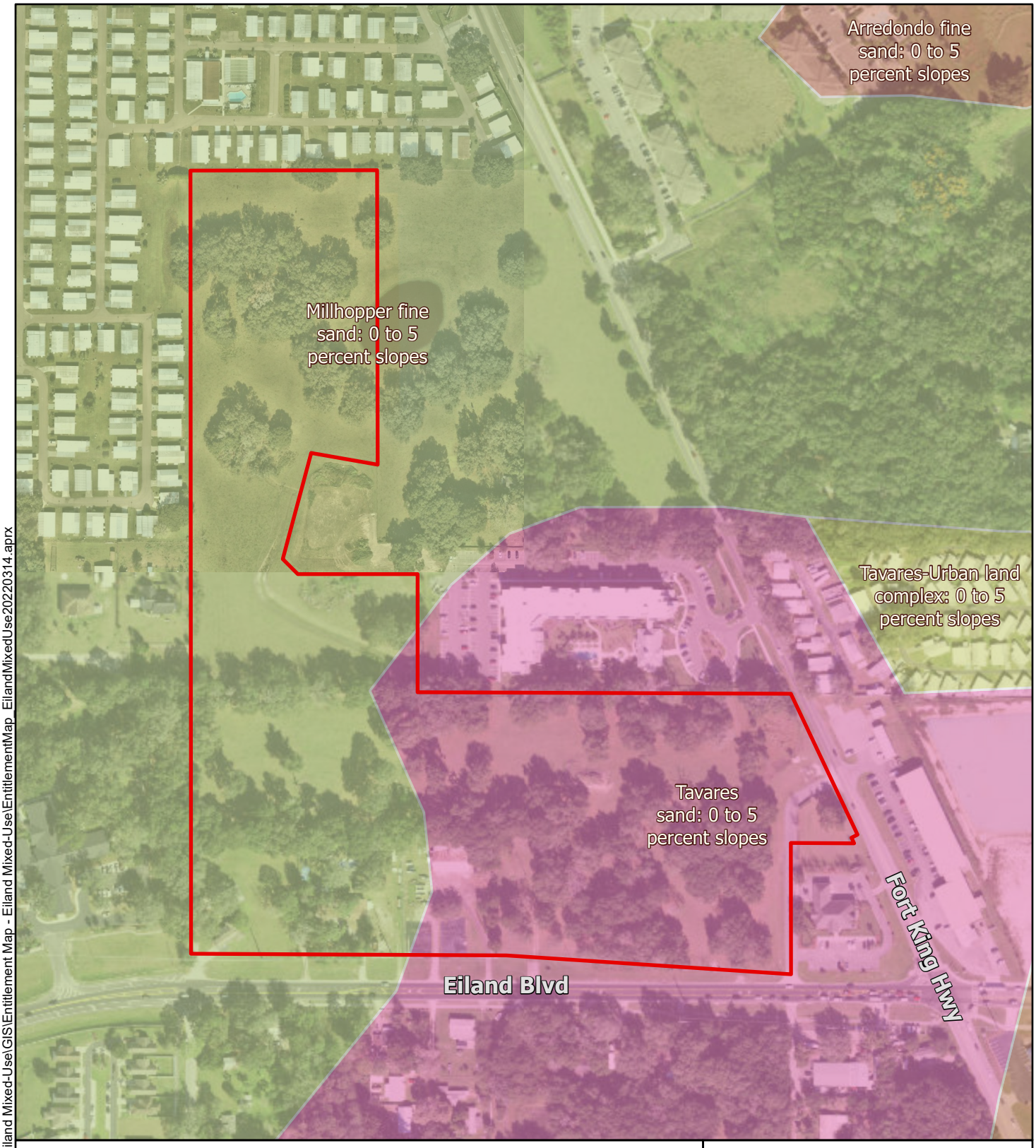
Figure 5b: Wetlands
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 8 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

Subject Property Boundary

Soils

- Arredondo fine sand: 0 to 5 percent slopes
- Millhopper fine sand: 0 to 5 percent slopes
- Tavares sand: 0 to 5 percent slopes
- Tavares-Urban land complex: 0 to 5 percent slopes

*No Environmental Protection Units or Significant Wildlife Habitats occur within the map extent.

N

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Feet

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Figure 5c: Natural Resources
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 9 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

EXHIBIT A
SECTION 163.3177(6)

There is no increase in land area residential density proposed by this amendment. The land is already allocated too residential. This amendment is limited to a change in FLU from a County Designation to a City MU FLUM to accommodate residential and non-residential development at the PUD rezoning level. Please find attached a study regarding the severe housing shortage in the United States dated February 27, 2020, The Housing Supply Shortage, State of the States, by Freddie Mac (Attachment 1).According to the Freddie Mac study, "The Major Challenge of Inadequate US Housing Supply", 2.5 million additional housing units will be needed to make up this shortage. They estimate that 29 states, including Florida, have a housing deficit. When limiting their study to these 29 states, the housing shortage actually increases from 2.5 million units to 3.3 million units. This is important to factor in as vacancies across state lines do not necessarily help a shortage in another state (e.g., vacancies in Maine do not help housing shortages in Florida).

The article further describes how vacancy rates are looked at to track the vitality of the housing market. A low vacancy rate means demand for housing is outstripping supply. As can be seen on the attached article's diagram, each state was evaluated to track vacancy rates vs historical vacancy. For example, the State of Florida is shown at -3.43. This indicates a tight housing market in that housing vacancy from 2018 is less than the historical vacancy rate. Freddie Mac anticipates that this housing shortage will take at least 10 years to correct. The article also emphasizes how high housing costs have limited household formation and has particularly hit the millennial generation hard as well as all age groups with the State of Florida listed as one of the top states for missing households due to high housing costs.

Last but not least, the report details housing stock deficit as a proportion of a state's housing stock. Florida is in the top 5 states with a housing stock deficit of over 5%. All of these factors are clear signals to jurisdictions to find creative and innovative ways to promote housing stock and keep prices affordable. States such as California, Texas, and even a municipality, the City of Minneapolis are chipping away at zoning restrictions to loosen up the market and promote supply. For example, Oregon passed legislation eliminating exclusive single-family zoning in much of the state. The City of Minneapolis was the first major city in the country to eliminate single-family zoning and allow three (3) units on properties zoned single family.

This relates directly to the city due to its role in the Tampa Bay Region and as a municipality adjacent to Pasco County. Pasco County and Manatee County are the likely relievers for the Region. According to BEBR, Pasco County's population was at 542,638 as of 4/1/2020 and is projected to grow to 720,500 (using the Medium) by 2045. This represents an increase of 133% over the next 24 years. However, the County is at risk of exacerbating the housing shortage through policies that restrict housing supply. Restrictive housing supply policies include the recent multifamily moratorium and the prior adoption of the NE Pasco Rural Protection Area which essentially removes about 53,000 acres from the potential to absorb growth needs. Although, the restrictions on this area were adopted through community involvement to protect their rural way of life, it essentially has the effect of limiting growth and infrastructure on over 53,000 acres in

Pasco County. This does have implications and can result in spillover pressures to other areas such as the area subject to this amendment.

EXHIBIT B

PREMATURE DEVELOPMENT/URBAN SPRAWL ANALYSIS
163.3177(6)(a)9.and 9.b, F.S.

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl.

a. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl is listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

RESPONSE: This is not applicable as it does not represent a substantial area of the jurisdiction. There is no effective net increase in density with the proposed PUD.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

RESPONSE: This is not applicable. Furthermore, the proposed amendment does not seek to designate significant amount of urban development to occur in rural areas at substantial distances from existing urban areas. This area is undeveloped, available, suitable for development and is adjacent to and in direct proximity of future designated urban areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

RESPONSE: This is not applicable as the project is not emanating from existing urban Developments.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

RESPONSE: This is not applicable. Please refer back to the original application which includes Reports and maps on natural resources and features.

(V) Fails to adequately protect adjacent agricultural areas and activities, including

silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

RESPONSE: This is not applicable. This proposed amendment will not risk protection of adjacent agricultural activities listed. The corresponding PUD master plan and conditions of approval will be required to comply with all buffering requirements per the LDC.

(VI) Fails to maximize use of existing public facilities and services.

RESPONSE: This is not applicable. See Response to VII below.

(VII) Fails to maximize use of future public facilities and services.

RESPONSE: This is not applicable. The applicant fully intends to maximize existing and future public facilities and services. The corresponding PUD conditions of approval will include all of the City's standard conditions with regard to utilities.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

RESPONSE: This is not applicable as the project. There is capacity to serve the development from all services. The applicant fully intends to maximize existing and future public facilities and services. The corresponding PUD conditions of approval will include all of the city's standard conditions with regard to utilities.

(IX) Fails to provide a clear separation between rural and urban uses.

RESPONSE: This is not applicable as the property is surrounded but urban uses. However, the zoning will address any required separations through buffering, preservation of natural features, and master planning to ensure compatibility with surrounding areas.

(X) **Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.**

RESPONSE: This is not applicable as this project is not part of any existing neighborhood or community. The zoning will be PUD.

(XI) Fails to encourage a functional mix of uses.

RESPONSE: This is not applicable as this will be a mixed-use PUD and will serve as the mechanism to ensure that the mix of uses are functional. The development is going from a Res-6 to MU land use.

(**XII) Results in poor accessibility among linked or related land uses.**

RESPONSE: This is not applicable and in contrast it fosters accessibility amount linked and related land uses through the master planning/design process. Please see the corresponding PUD master plan and land use maps.

(XIII) Results in the loss of significant amounts of functional open space.

RESPONSE: This is not applicable as the proposed amendment does not result in a significant loss of functional open space.

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

RESPONSE: Yes, this amendment locates associated land development in direct proximity of other non-residential uses. All applicable natural resources and ecosystems are proposed to be protected in conjunction with and as demonstrated on the corresponding PUD master plan. All environmental permitting requirements shall be complied with as required by the applicable agency throughout the development process.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services

RESPONSE: Yes, this amendment promotes the efficient and cost-effective provision or extension of public infrastructure and services Please see the attached Utilities Services Capacity Statement.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

RESPONSE: Yes, the amendment will promote walkable and connected communities and a mix of densities and intensities. To our knowledge, there are no transit routes planned in this area; however, the PUD will address and include all of the standard language with regard to transit opportunities.

(IV) Promotes conservation of water and energy.

RESPONSE: Yes, all of the typical water and energy conservation measures will be followed and implemented through the PUD rezoning and permitting process.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

RESPONSE: This is not applicable as the area is already designated for residential land uses.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

RESPONSE: Yes, the PUD master plan will preserve open space, natural lands will be preserved, and park space will be provided consistent with the City LDC.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

RESPONSE: Yes, the proposed amendment does create a balance of land uses based upon demands of the residential population for the nonresidential needs of an area. As further discussed in the population and land area demand sections, as of the fourth quarter of 2020, the US faces a housing shortage of an estimated 3.8 million units, according to Freddie Mac (See Exhibit A and related attachments). A report published by Harvard University's Joint Center for Housing Studies indicated that the residential market is significantly under-supplied and that is a result of "the low level of homebuilding since the mid-2000s.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

RESPONSE: This is not applicable.

Conclusion: As the proposed amendment satisfies at least four (4) of the above reference provisions, the amendment as proposed discourages the proliferation of urban sprawl.

Eiland Blvd

Zephyrhills, Florida

01

09.14.2022

21-42B

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Architects, P.A. (AR0004480)

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Zephyrhills, Florida

02

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03

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07

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City Council Meeting
October 24, 2022

Action Item

CITY ATTORNEY'S REPORT 5.2

Eiland Blvd. Mixed Use PUD Rezoning - Ordinance 1449-22
First Reading **ORDINANCE NO. 1449-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, REZONING THE SUBJECT PROPERTY HEREINAFTER DESCRIBED TO CITY ZONING CATEGORY PUD (PLANNED UNIT DEVELOPMENT) IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 166, FLORIDA STATUTES; APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN; PROVIDING FOR CODIFICATION, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE. (EILAND MIXED USE PUD)."**

Issue:

Annexation, Future Land Use Map Amendment and Rezoning applications concerning approximately 29.38 acres generally located on the north side of Eiland Boulevard, east of Fort King Road.

Background:

Simultaneous review of the following applications submitted by Gulf Coast Construction concerning +/-30 acres of real property, generally located on the north side of Eiland Bouldevard, east of Fort King Road:
1. Annexation of +/-11.75 Acres into the municipal boundaries of the City of Zephyrhills - *Parcels 03-26-21-0010-05100-0000 & 03-26-21-0010-06100-0000;*
2. Small-Scale Future Land Use Map Amendment (FLUMA), changing the FLU classification of 21.92 Acres from County RES-6, RES-9 and City RU to City MU; and
3. Application to rezone, changing the zoning designations of the Subject Property from County AR, County AC, City R4 and City C2 to City PUD.

Attachment(s):

1. Ordinance 1449 EILAND Mixed Use PUD Zoning
2. 1449_Exhibit A
3. 1449_Exhibit B_EilandPUD (7)
4. 1449_Exhibit C
5. Staff Report_Eiland_PC09.20.22
6. Map Series_Eiland MU
7. F.S. 163 Analysis (1) (1)
8. Premature Development; Urban Spraw Analysis (1) (1)
9. EILAND Frontage Renderings

Fiscal Impact:
N/A

Staff Recommendation:
Staff Recommends Approval

ORDINANCE NO. 1449-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, REZONING THE SUBJECT PROPERTY HEREINAFTER DESCRIBED TO CITY ZONING CATEGORY PUD (PLANNED UNIT DEVELOPMENT) IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 166, FLORIDA STATUTES; APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN; PROVIDING FOR CODIFICATION, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE. (EILAND MIXED USE PUD).

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapters 163 and 166, Florida Statute, to rezone property within the City Limits upon receipt of written consent of the land owner, together with the approval of the City Council for said rezoning duly expressed by Ordinance; and

WHEREAS, Clyde A. Biston and Acme Development Corp., as owners of the lands described in Section 3 below did consent to the rezoning of said lands to City Planned Unit Development (PUD); and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearing on the 20th day of September, 2022 to consider the proposed rezoning and did recommend approval; and

WHEREAS, due public notice of hearings on the proposed rezoning were given by the City Council on November 3, 2022, as required by the Zephyrhills Land Development Code, as amended, and Chapter 163, Florida Statutes; and

WHEREAS, the City Council has considered the evidence and testimony presented by the Applicant(s) and other interested parties and the recommendations of the various City of Zephyrhills review agencies and staff; and

WHEREAS, the City Council has determined that the Planned Unit Development (PUD) zoning category would be appropriate, is consistent with the Future Land Use classification of Mixed Use (MU), would promote the general welfare, and encourage proper development within the City.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Council of Zephyrhills, Florida as follows:

Section 1: The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2: This Ordinance is enacted pursuant to Chapters 163 and 166, Florida Statutes, and under the home rule powers of the City.

Section 3: The following described lands lying and being situated in the City of Zephyrhills, to wit:

Survey Boundary with Legal Description attached hereto as Exhibit "A" and by reference made a part hereof, as amended in accordance with the PUD Plan and Conditions of Approval.

Section 4: A preliminary "PUD Master Plan" is attached hereto as Exhibit "B" and by reference made a part hereof.

Section 5: The "Conditions of Approval" are attached hereto as Exhibit "C" and by reference made a part hereof.

Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7: That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 8: This Ordinance shall become effective thirty-one (31) days after passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1449-22 was read and passed on the first reading, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of October, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1449-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 14th day of November, 2022.

Attest: _____ _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

The foregoing Ordinance No. 1449-22 was approved by me this 14th day of November, 2022.

_____
Gene Whitfield, Mayor

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

_____
Matthew E. Maggard, City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION

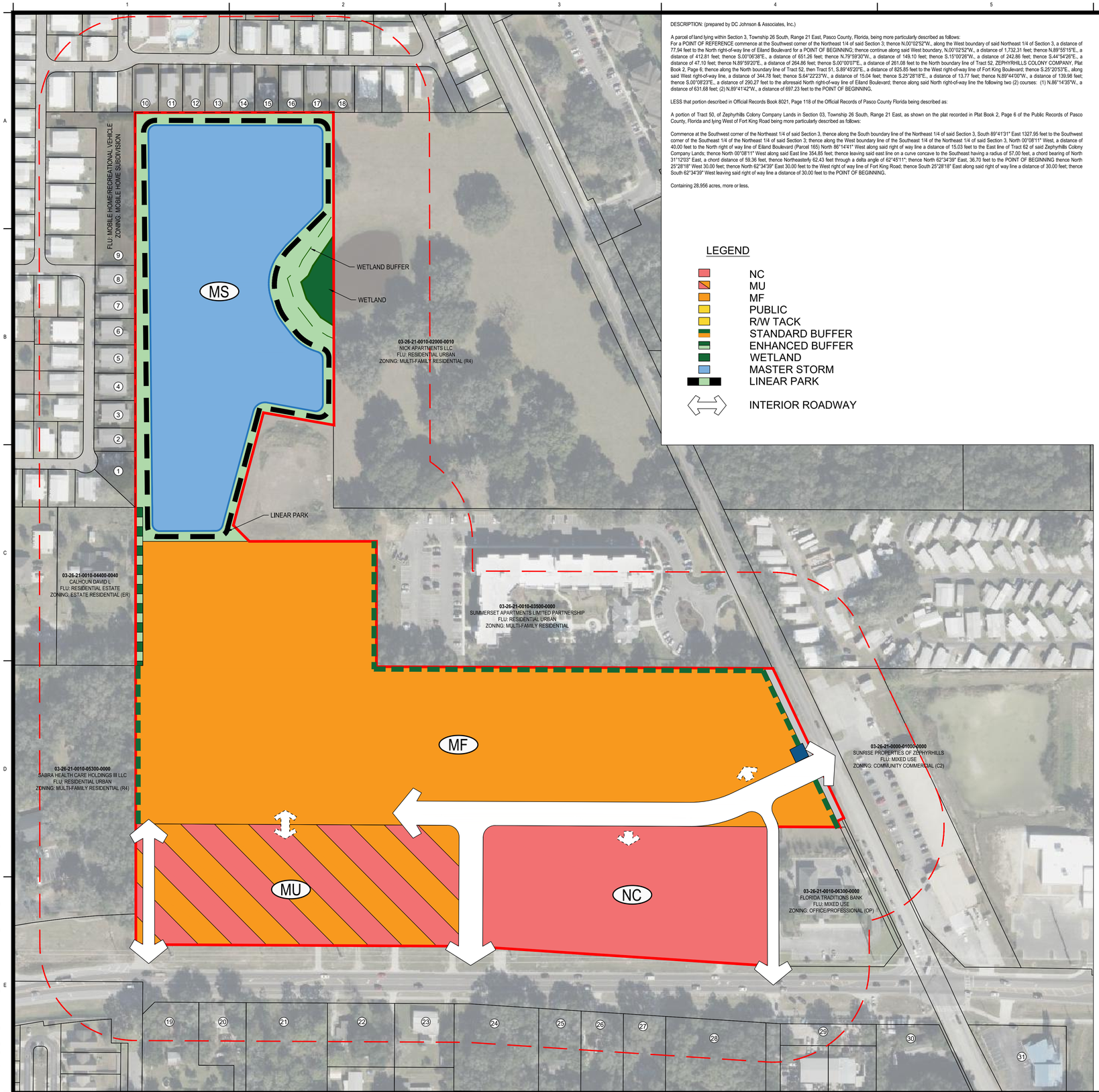
A parcel of land lying within Section 3, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows: For a POINT OF REFERENCE commence at the Southwest corner of the Northeast 1/4 of said Section 3; thence N.00°02'52"W., along the West boundary of said Northeast 1/4 of Section 3, a distance of 77.94 feet to the North right-of-way line of Eiland Boulevard for a POINT OF BEGINNING; thence continue along said West boundary, N.00°02'52"W., a distance of 1,732.31 feet; thence N.89°55'15"E., a distance of 412.81 feet; thence S.00°06'38"E., a distance of 651.26 feet; thence N.79°59'30"W., a distance of 149.10 feet; thence S.15°00'26"W., a distance of 242.86 feet; thence S.44°54'26"E., a distance of 47.10 feet; thence N.89°59'20"E., a distance of 264.86 feet; thence S.00°00'07"E., a distance of 261.08 feet to the North boundary line of Tract52, ZEPHYRHILLS COLONY COMPANY, Plat Book 2, Page 6; thence along the North boundary line of Tract 52, then Tract 51, S.89°45'20"E., a distance of 825.85 feet to the West right-of-way line of Fort King Boulevard; thence S.25°20'53"E., along said West right-of-way line, a distance of 344.78 feet; thence S.64°22'23"W., a distance of 15.04 feet; thence S.25°28'18"E., a distance of 13.77feet; thence N.89°44'00"W., a distance of 139.98 feet; thence S.00°08'23"E., a distance of 290.27 feet to the aforesaid North right-of-way line of Eiland Boulevard; thence along said North right-of-way line the following two(2) courses: (1) N.86°14'35"W., a distance of 631.68 feet; (2) N.89°41'42"W., a distance of 697.23 feet to the POINT OF BEGINNING.

LESS that portion described in Official Record Book 8021, Page 118 of the Official Records of Pasco County, Florida being described as:

A portion of Tract 50, of Zephyrhills Colony Company Lands in Section 03, Township 26 South, Range 21 East, as shown on the plat recorded in Plat Book 2, Page 6 of the Public Records of Pasco County, Florida, and lying West of Fort King Road being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 3, thence along the South boundary line of the Northeast 1/4 of said Section 3, South 89°41’31” East 1327.95 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 3; thence along the West boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 3, North 00°08’11” West, a distance of 40.00 feet to the North right-of-way line of Eiland Boulevard (Parcel 165) North 86°14’41” West along said right-of-way line a distance of 15.03 feet to the East line of Tract 62 of said Zephyrhills Colony Company Lands; thence North 00°08’11” West along said East line 354.85 feet; thence leaving said east line on a curve concave to the Southeast having a radius of 57.00 feet, a chord bearing of North 31°12’03” East, a chord distance of 59.36 feet, thence Northeasterly 62.43 feet through a delta angle of 62°45’11”; thence North 62°34’39” East, 36.70 feet to the POINT OF BEGINNING thence North 25°28’18” West 30.00 feet; thence North 62°34’39” East 30.00 feet to the West right-of-way line of Fort King Road; thence South 25°28’18” East along said right-of-way line a distance of 30.00 feet; thence South 62°34’39” West leaving said right-of-way line a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 28.956 acres, more or less.



DESCRIPTION: (prepared by DC Johnson & Associates, Inc.)

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Containing 28.956 acres, more or less.

LEGEND

- NC
- MU
- MF
- PUBLIC
- R/W TACK
- STANDARD BUFFER
- ENHANCED BUFFER
- WETLAND
- MASTER STORM
- LINEAR PARK
- INTERIOR ROADWAY

SITE DATA

PARCEL ID:	03-26-21-0010-06200-0010; 03-26-21-0010-06200-0000; 03-26-21-0010-06100-0010; 03-26-21-0010-06100-0020; 03-26-21-0010-06100-0000; 03-26-21-0010-05100-0000; 03-26-21-0010-03500-0000; 03-26-21-0010-03600-0000; 03-26-21-0010-02000-0000; 03-26-21-0010-05100-0010;
PROJECT AREA:	29.38 AC (1,279,793 SF)
APPLICANT:	GOLFCOAST CONSTRUCTION
OWNERSHIP:	ACME DEVELOPMENT CORPORATION BISTON CLYDE A SUMMERSET APARTMENTS LIMITED
CURRENT FUTURE LAND-USE:	MIXED USE (CITY) RESIDENTIAL URBAN (CITY) RESIDENTIAL-9 (COUNTY) RESIDENTIAL-6 (COUNTY)
PROPOSED LAND-USE:	MIXED-USE (CITY)
CURRENT ZONING:	AC (COUNTY) AR (COUNTY) OFFICE/PROFESSIONAL (CITY) MULTI-FAMILY RESIDENTIAL (CITY)
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT (CITY)
MULTI-FAMILY (MF)	13.40 AC (583,486 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**267 UNITS**
MIXED USE (MU)	4.01 AC (174,763 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**80 UNITS**
COMMERCIAL USE	
MAX. FAR:	0.5
MAX. SF:	**87,381 SF**
NEIGHBORHOOD COMMERCIAL (NC)	3.92 AC (170,581 SF)
COMMERCIAL USE	
MAX FAR:	
MAX. SF:	**85,290 SF**
MASTER RETENTION (MR)	8.06 AC (350,9638 SF)
TOTALS	
TOTAL AREA:	29.38 AC (1,279,793 SF)
TOTAL RESIDENTIAL UNITS:	347 UNITS
MAX. TOTAL DENSITY:	11.98 UNITS/GROSS ACRE
TOTAL COMMERCIAL SPACE:	172,671 SF
MAX FAR:	0.14 FAR
UTILITIES:	
POTABLE WATER:	CITY OF ZEPHYRHILLS
RECLAIM WATER:	CITY OF ZEPHYRHILLS
SANITARY SEWER:	CITY OF ZEPHYRHILLS
ELECTRICAL:	DUKE ENERGY
COMMUNICATIONS:	FRONTIER; SPECTRUM
NATURAL GAS:	TECO | PEOPLES GAS

TABLE 1: Allowable Use Types

	NC	MU	MF
RESIDENTIAL			
APARTMENT BUILDING		■	■
BUNGALOW COURT		■	■
TOWNHOUSE		■	■
DUPLEX / MULTIPLEX		■	■
LIVE / WORK UNIT	□	□	
VILLA		■	■
CONDO		■	■
GROUP HOME		□	□
INTENSIVE CARE FACILITY		□	□
LODGING			
HOTEL	□	■	■
BED & BREAKFAST		□	□
INN (UP TO 12 ROOMS)	□	■	■
OFFICE			
FINANCIAL SERVICES	■	■	
MEDICAL OFFICE	■	■	
VETERINARY CLINIC	■	■	
GENERAL OFFICE	■	■	
WORK / LIVE UNIT	■	■	
RETAIL			
CONVENIENCE STORE	□		
GENERAL RETAIL (UNDER 25,000 SF)	□	□	
PHARMACY DRUG STORE	■	■	
MEDICAL MARIJUANA DISPENSARY	■	■	
RESTAURANT (CAFE, LESS THAN 2,500 SF)	■	■	
RESTAURANT FULL SERVICE	■	■	
RESTAURANT DRIVE-THRU	□	□	
COFFEE HOUSE / BAKERY	■	■	
PERSONAL SERVICES			
BEAUTY / BARBER SHOP	■	■	
LAUNDROMAT / DRY CLEANING	■	■	
FITNESS CENTER / GYM	■	■	
PET CARE SERVICES (INDOOR)	■	■	
REHABILITATIVE SERVICES	■	■	
FUNERAL SERVICES	■	■	
TATTOO / BODY PIERCING	■	■	
DAY SPA / TANNING SALON	■	■	
LICENSED MASSAGE ESTABLISHMENT	■	■	
COBBLER	■	■	
TAILORING & GARMENT REPAIR	■	■	

	NC	MU	MF
CIVIC			
BUS SHELTER	■	■	■
FOUNTAIN / PUBLIC ART	■	■	■
THEATER	□	□	
MUSEUM	□	□	
OUTDOOR AUDITORIUM	□	□	
PARKING STRUCTURE	■	■	■
PARK & PLAYGROUND	■	■	■
SURFACE PARKING	■	■	■
RELIGIOUS ASSEMBLY	□	□	□
AGRICULTURE			
COMMUNITY GARDENS / GREENHOUSE	■	■	
KENNEL			
AUTOMOBILE-ORIENTED			
GAS STATION			
AUTOMOBILE SALES / RENTALS			
AUTOMOBILE SERVICE / REPAIR			
CAR WASH			
EDUCATION			
COLLEGE	□	□	□
TRADE SCHOOL	□	□	□
GRADE SCHOOL (PUBLIC OR PRIVATE)			
CHILDCARE CENTER	□	□	□

■ BY RIGHT
□ BY WARRANT

By Right - Uses that are allowed within the PUD.

By Warrant - Uses that may be considered and will need City approval before being allowed.

If no box is present the use is not allowed within the PUD.

BGE, Inc.
2203 N. Lois Avenue, Suite G300
Tampa, FL 33607
Tel: 813-848-0901 • www.bgeinc.com
FL Registry No. 32116

Copyright 2022

0 50' 100' 200'
SCALE: 1" = 100'

GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

MASTER PLAN

REV	DESCRIPTION	DATE	APR

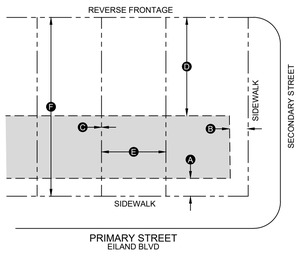
PROJECT NO.: 9927-00

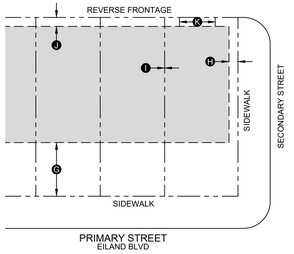
DESIGNED BY:	DRAWN BY:
AH	SK
REVIEWED BY:	DATE:
AH	9-14-2022

C1-1

G:\FLA\Projects\golf_coast_const\9972-00_Eiland Mixed Use\LDV\1_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout1 Plotted: 9/15/2022 10:43:19 AM

NC: Neighborhood Commercial





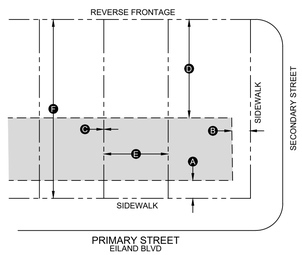
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

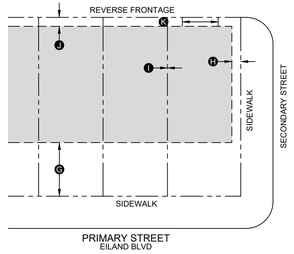
Building Form		
Height		
Main Building	1 Stories min. 2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" max. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' min.	K
See Table 2 for parking dimensions		
See Table 3 for shared parking		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail, Personal Service
Upper Floors	Residential, Lodging, Office, Retail, Personal Service
See Table 1 for specific regulations for each Use Type.	

MU: Mixed Use



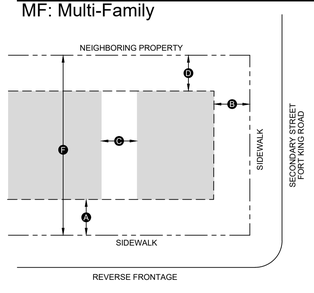


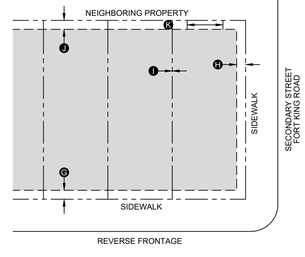
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

Building Form		
Height		
Main Building	2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Residential	1 space / 1 bed 1.5 space / 2 bed 2 space / 3+ bed	
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		
Allowed Use Types*		
Ground Floor	Residential, Lodging, Office, Retail & Personal Service	
Upper Floors	Residential, Lodging, Residential Office	
See Table 1 for specific regulations for each Use Type.		

MF: Multi-Family





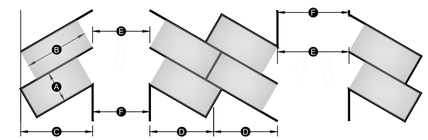
Building Placement		
Setback (Minimum Distance from Property Line)		
Front	20'	A
Side	20'	B
Rear	20'	C
Separation (Minimum Between Buildings)		
Between Buildings	20'	D
Lot Size		
Width	25' min.	E
Depth	N/A	F
Miscellaneous		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

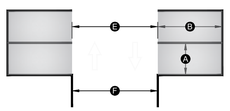
Building Form		
Height		
Main Building	4 Stories max.	
Ancillary Building	2 Stories max.	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

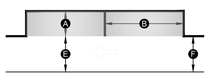
Parking		
Spaces		
Residential	1 spaces/ 1 bedroom 1.5 spaces/ 2 bedrooms 2 spaces/ 3+ bedrooms	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	5' min.	G
Side Street Setback	5' min.	H
Side Setback	5' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		
Allowed Use Types*		
Ground Floor	Residential & Lodging	
Upper Floors	Residential & Lodging	
See Table 1 for specific regulations for each Use Type.		

TABLE 2: Parking Geometry						
Standard		90°	60°	45°	0°	
		9'	9'	9'	8'	A
		18'	18'	18'	18'	B
	Exterior		20.1'	19.1'		C
	Interior		18'	16'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	
Compact		90°	60°	45°	0°	
		8'	8'	8'	7'	A
		16'	16'	16'	16'	B
	Exterior		17.9'	17'		C
	Interior		15.9'	14.2'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	

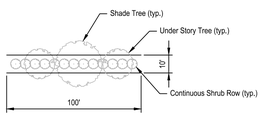
Miscellaneous	
Handicap parking spaces to be provided per ADA standards.	
25% of the total parking spaces provided may be compact. Compact spaces may be increased to 50% if vehicle charging station(s) are provided on site.	
Aisle width not along parking.	F





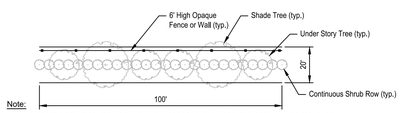


Standard Buffer
(for every 100 LF)
• 1 Shade Tree
• 2 Under Story Trees
• 2' High Berm (2' average height, 1' min.) Along Right-Of-Way



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.

Enhanced Buffer
(for every 100 LF)
• 2 Shade Trees
• 4 Under Story Trees
• Continuous Row of Shrubs 18" High @ Planting
• 6' High Opaque Fence or Wall (see note #2)
• 3' High Berm (3' average height, 2' min.)



Note:
1. (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.
2. Walls and fences will follow ZLDC 7.07.00

SHARED PARKING FACTOR

Function	with	Function
RESIDENTIAL		RESIDENTIAL
LODGING		LODGING
OFFICE		OFFICE
RETAIL		RETAIL

| | | | | | |

EXHIBIT "C"

EILAND MIXED USE
PLANNED UNIT DEVELOPMENT (PUD) CONDITIONS OF APPROVAL

A. PUD Master Plan

1. A final site layout plan shall be submitted for approval by the City Council prior to the submission of Site Development/Construction Plans. The site layout plan shall be designed in accordance with the PUD Master Plan approved by Ordinance No. 1449-22.
2. All development shall be in accordance with the PUD Master Plan, as approved by City Council; the Land Development Code (LDC); and the Comprehensive Plan, unless otherwise stipulated or modified herein.

B. Environmental Resources

1. The Developer shall provide all environmental permits as required by applicable law prior to the issuance of a site work or building permit.
2. If, during construction activities, any evidence of the presence of State or Federally protected plant and/or animal species is discovered, the City of Zephyrhills and applicable agencies shall be notified within two (2) working days of the discovery of the plant and/or animal species on site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

C. Historic/Archaeological Resources

1. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation are discovered, work shall come to an immediate stop, and the State Historic Preservation Officer (SHPO) at the Florida Department of State, Division of Historical and Archaeological Resources and the City of Zephyrhills shall be notified within two (2) working days of the finding of resources on site.

D. Traffic Study/Methodology

1. The traffic methodology submitted by the applicant assumes the following land uses: 347 multi-family units and 172,671 square feet of non-residential. Subject to the land use exchanges permitted by the PUD Master Plan approved by Ordinance No. 1449-22, any development of land use(s) that generates greater traffic impacts than those assumed, shall require an updated methodology and Traffic Study, or other required information if de minimus, to be approved by the City.

E. Right-of-Way Dedication

1. Roadway connections to Fort King Road and Eiland Boulevard shall be finalized and shown on the final site layout plan and shall be in substantial conformance with the PUD Master Plan. Any additional right-of-way required for such connections, as determined by Pasco County, shall be provided by the developer. The developer shall not be responsible for providing or the cost of obtaining any required off-site right-of-way.

2. In the case of private streets, dedication and maintenance shall be the responsibility of an appropriate entity other than the City of Zephyrhills. The City of Zephyrhills will not be responsible for the maintenance of any private streets.

3. Rights-of-way may be transferred by perpetual right-of-way easement, fee simple deed, or as otherwise directed by Pasco County. All conveyances shall occur prior to the approval of the future site development/construction plan or final plat, as may be applicable. All conveyances shall be clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

F. <u>Utilities/Waster Service/Wastewater Disposal</u>

1. Utility plans for the entire development shall be submitted to the Utilities Department for review and approval prior to or concurrent with submittal of the construction plans. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and life stations;

    b. Main potable water lines and non-potable water lines, if applicable;

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and feasibility of a non-potable water system for irrigation;

    d. The utility plans shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater and reclaimed water systems.

2. The developer shall construct all water and wastewater facilities within the development to current City standards. A complete set of standards may be obtained from the Utilities Department.

G. <u>Roadway Improvements/Access Management</u>

1. Developer shall be required to design, engineer, permit and construct the following site access improvements, where warranted by traffic analysis or other study, along Fort King and Eiland Boulevard:

    a. West-bound right-turn lane(s) into the project on Eiland Boulevard;

    b. East-bound left-turn lane(s) into the project on Eiland Boulevard;

    c. South-bound right-turn lane(s) into the Project on Fort King Road;

    d. North-bound left turn lane(s) into the Project on Fort King Road;

2. Developer shall be responsible for improvements to the intersection of Fort King Road and Eiland Boulevard, limited to the south-bound right-turn lane from Fort King Road onto Eiland Boulevard. The Developer shall be entitled to transportation impact fee credits related to such improvements.

H. <u>Land Use</u>

1. The residential and non-residential dimensional standards hall be as depicted on the PUD Master Plan, limited to the following:

    a. The maximum overall density of the project shall be 11.98 units per gross acre;

    b. Area MF shall be limited to a maximum of 267 residential units and a maximum height of 4 stories;

c. Area MU shall be limited to a maximum of 80 residential units or 87,381 square feet of office/neighborhood commercial space, or a combination thereof, and a maximum height of 2 stories (or 35 feet);

d. Area NC shall be limited to a maximum of 85,290 square feet of office/neighborhood commercial space and a maximum height of 2 stories (or 35 feet).

e. The maximum density or square footage above is not a vested right and is subject to reduction based on, or as a result of, applicable City ordinances and resolutions, and final site development/ construction plans.

2. Allowable uses shall be as provided and depicted in Table 1 of the PUD Master Plan, subject to the following:

   a. **By Right –** By right shall mean the use is permitted by right;

   b. **By Warrant –** A warrant is a ruling that would permit a use that is not given by right within the PUD.

      i. A request for a warrant shall be accompanied by documentation establishing how the development proposal continues to meet the intent of the PUD. A request shall also include documentation demonstrating that the warrant:

         (a) Is applicable to special conditions and circumstances that exist and are peculiar to the land, structure, or building involved and which are generally applicable to other lands, structures or buildings in other similar Planned Unit Developments;

         (b) Will be consistent with the intent of the PUD and the overarching land development code, where applicable;

         (c) Will promote the same level of land use compatibility as the otherwise applicable standards;

         (d) Will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations; and

         (e) Is in the best interest of the public and promotes the general health, safety and welfare of the neighborhood to be affected by the warrant.

      ii. Warrants may be granted administratively by the Site Plan Review Committee. The Site Plan Review Committee is hereby authorized to administratively approve, approve with modifications or disapprove a request for a warrant pursuant to this PUD. In granting any warrant the approving body shall prescribe appropriate conditions and safeguards in conformance with the PUD. Violation of such conditions and safeguards, when made a part of the terms under which the warrant is granted, shall be deemed a violation.

      iii. An appeal of the determination for a warrant shall follow the procedures outlined in Part 11.17.00 of the Land Development Code. The appeal shall not subject the entire application for development approval to a public hearing unless otherwise required by these conditions, but only that portion necessary to rule on the issue under consideration.

      iv. Any warrant issued shall expire upon the expiration date of the site development plan/development order or Business License into which the warrant has been incorporated.

v. A warrant may be amended only by the procedures outline in this section.

c. **Blank Spaces –** Where spaces in Table 1 are left blank and do not indicate "by right" or "by warrant," the use shall be deemed prohibited.

3. Land considered for neighborhood park requirements or used for stormwater retention/detention shall be a minimum of 20 feet from the front or rear of any structure, or 15 feet from the side of any structure.

4. Building, setbacks, build-to-lines, frontage and orientation standards shall be as provided and depicted in the PUD Master Plan.

5. The following control shall be provided, unless otherwise approved by City staff as part of the site development plan or other approvals:

   a. Mailbox kiosk(s) shall be approved by the US Postal Service and will be provided as needed in the project;

   b. Entry features and signage location(s) shall be depicted on the site development/construction plans, but signage details will be reviewed separately by City staff pursuant to the City's sign ordinance(s);

   c. Decorative street/parking lot lights shall be used subject to approval of the applicable utility provide and manufacturer's design specification. Underground wiring may be used where such street lights are not solar powered. Lighting plans shall be included with the site development/construction plans.

I. <u>Landscaping</u>

1. A street tree plan shall be included at the time of site development/construction submittal to be approved as part of the site development/construction plan review. At least 1 tree per 50 linear feet shall be required along both sides of the street. The specific location of the required trees shall be determined at the final design of street-cross sections during the site development/construction plan review. Existing trees that are preserved may be counted toward satisfaction of this requirement.

2. Perimeter landscape buffers shall meet or exceed the standards provided in the approved PUD Master Plan for standard and enhanced buffers.

   a. An enhanced buffer shall be required along that portion of the western boundary of the PUD adjacent to the neighboring Parcel No. 03-26-21-0010-04400-0040 to provide greater screening/buffering between the low-density residential use and the PUD.

3. Landscape plans for stormwater retention/detention areas shall be included at the time of site development/construction plan submittal to be approved as part of the site development/construction plan review. A minimum of 1 tree per 50 linear feet of pond bank shall be required. Trees may be linear in arrangement or grouped together in clusters. Specific location of the required landscaping shall be determined during the site development/construction plan review. Existing trees that are preserved may be counted toward the satisfaction of this requirement.

4. Vehicular use area (such as parking lots, drive aisles, etc.) landscaping shall be included at the site development/construction plan submitted to be approved as a part of the site development/construction plans review. Vehicular use area landscaping shall meet or exceed the standards of Part 7.06.00, LDC. The specific location and type of landscaping shall be determined during the site development/construction plan review.

5. Foundation landscaping shall be included at the time of site development/construction submittal to be approved as part of the site development/construction plan review. Foundation landscaping shall meet or exceed the applicable standards of Part 7.06.00, LDC. Foundation landscaping may be provided in landscape beds and/or planter areas, at least 5 feet in width, and shall be irrigated. The specific location of required landscaping shall be determined during the site development/construction plan review.

J. Stormwater

1. Drainage study and stormwater management plans shall be submitted with the site development/construction plans. All future construction/stormwater management shall comply with the City of Zephyrhills Basins of Special Concern ordinance and all applicable permits from SWFWMD and/or the FDEP shall be obtained prior to the issuance of a site work or building permit.

2. Stormwater management plans shall include a phased approach and best-management practices for construction of the stormwater system so as avoid impacts to neighboring properties during construction.

K. Procedures

1. All conditions of this PUD approval are material to the City Council Approval. Accordingly, the conditions are not severable. In the event any subsection, sentence, clause, or provision of these conditions or the rezoning is challenged and declared illegal, invalid or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination , the remainder of the conditions of the PUD approval shall be suspended until such time that the City Council modifies the PUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine (9) months in duration. However, such determination shall not affect the validity of: a) PUD entitlements that have received a plat, building permit, or certificate of occupancy; or b) any PUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid or unenforceable. Requests for City Council-approved modifications to the PUD or the PUD conditions of approval shall not be considered challenges, and decisions by the City Council regarding any modification of the like shall not have the effect of suspending the conditions and the PUD approval under any circumstances.

Staff Report

To: Mayor Whitfield and Planning Commission

From: Audrey McGuire, *Historic Preservation Specialist/Community Planner*

Re: ANX-0011-22_Eiland Mixed Use Project

Date: September 20, 2022

I. BACKGROUND INFORMATION

Request for simultaneous review of applications to annex, amend the city's Comprehensive Plan (Future Land Use Map Amendment) and rezone submitted by Gulf Coast Construction, encompassing approximately 29.38 acres of real property generally located on the north side of Eiland Boulevard, west of Fort King Road and east of Fountain Road (hereinafter "Subject Property"). The Subject Property is located within the boundaries of the City/County Joint Planning Area (JPA), as well as the city's Utility Service Area boundary.

SUBJECT PROPERTY – *See Attachment 1*

Owner(s): ACME Development Corporation & Clyde A. Biston
PO Box 1299
Crystal Springs, FL

Applicant(s): Gulf Coast Construction

Parcel/Tax ID No.	Address	Acres	Application Type(s)	Current Jurisdiction	Existing FLU	Existing Zoning
03-26-21-0010-02000-0000		4.52	FLU/RZ	CITY	RU	R4
03-26-21-0010-03600-0000		5.65				
03-26-21-0010-05100-0000		10.17	ANX/FLU/RZ	COUNTY	Pasco RES-6	Pasco AC
03-26-21-0010-06100-0000	37505 Eiland Blvd	1.58			Pasco RES-9	Pasco AR
03-26-21-0010-06100-0020	37531 Eiland Blvd	0.87	RZ	CITY	MU	OP
03-26-21-0010-06100-0010	37609 Eiland Blvd	1.62				
03-26-21-0010-06200-0000	37621 Eiland Blvd	1.24				
03-26-21-0010-06200-0010		3.17				
03-26-21-0010-05100-0010		0.54				
03-26-21-0010-39900-0010*	6571 Fort King Rd	0.02				

**NOTE: Parcel owned by the City of Zephyrhills (Lift Station)*

ANNEXATION APPLICATION

Application to annex approximately 11.75 acres of the Subject Property consisting of tax parcels 03-26-21-0010-05100-0000 (10.17 acres) and 03-26-21-0010-06100-0000 (1.58 acres) into the municipal boundaries of the City of Zephyrhills. The 11.75 acre portion of the Subject Property is currently located within Pasco County's jurisdiction, is located within the JPA and Utility Service area, and is surrounded by and contiguous to properties in the City on 3 sides.



BGE, Inc.
2203 North Lois Avenue, Suite G300, Tampa, FL 33607
813-848-0901 | www.bgeinc.com

Figure 2: Aerial Project Location
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 2 of 9

SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT – FLUMA – *See Attachment 2*

Application for a small-scale Comprehensive Plan amendment, Future Land Use Map Amendment (FLUMA) proposing to change the future land use classifications of approximately 11.75 acres of the Subject Property proposed for annexation from **County RES-6 and RES-9 to City MU (Mixed Use);** and approximately 10.17 acres of the Subject Property currently located in the City from **RU (Residential Urban) to MU.**

Parcel/Tax ID No.	Acres	Existing FLU	Proposed FLU
03-26-21-0010-02000-0000	4.52	City RU *(7.5-20 du/ga)*	City MU *(20 du/ga; 1.0 FAR)*
03-26-21-0010-03600-0000	5.65		
03-26-21-0010-05100-0000	10.17	Pasco RES-6	
03-26-21-0010-06100-0000	1.58	Pasco RES-9	

REZONING – *See Attachments 3 & 4*

Application to rezone, proposing to change the zoning designation of the entire Subject Property to Planned Unit Development (PUD), allowing for the following:

- 13.395 Acres to be dedicated for Multi-Family Residential:
  - Maximum 267 Multi-Family Units – *Max. 20 du/ga for this portion[1] of the project;*
- 4.012 Acres to be dedicated for Mixed Use:
  - Maximum 80 Multi-Family Units – *Max. of 20 du/ga for this portion[1] of the project;*
  - Maximum 87,381 square feet of office/retail space – *0.50 Floor Area Ratio (FAR);*
- 3.916 Acres to be dedicated for Neighborhood Commercial Use:
  - Maximum 85,290 square feet of office/retail space – *0.50 FAR.*

The overall **maximum density** of the project site is +/-11.98 units per gross acre (347 total units). The floor area ratio allowed for non-residential development on the project site shall be 0.50 (up to 172,671 square feet).

Parcel/Tax ID No.	Acres	Existing FLU	Proposed FLU
03-26-21-0010-02000-0000	4.52	City R4	City PUD
03-26-21-0010-03600-0000	5.65	*Max. 20 du/ga*	*11.98 Units per Gross Acres;*
03-26-21-0010-05100-0000	10.17	Pasco AC	*347 Max. Residential Units;*
03-26-21-0010-06100-0000	1.58	Pasco AR	*172,671 sq. ft. commercial/office space;*
03-26-21-0010-06100-0020	0.87	City OP	*0.50 FAR*
03-26-21-0010-06100-0010	1.62	*0.50 FAR*	*Total Site Area: 29.38 Acres*
03-26-21-0010-06200-0000	1.24		*Project Area: 21.32 Acres*
03-26-21-0010-06200-0010	3.17		*Retention 8.06 Acres*
03-26-21-0010-05100-0010	0.54		
03-26-21-0010-39900-0010[2]	0.02		

[1] The maximum density of 20 du/ga is utilized only for determining the number of units allowed for this dedicated portion of the Subject Project and is not the total overall project density.

[2] City of Zephyrhills Lift Station – Parcel included so as not to create a "spot zone."

II. DATA & ANALYSIS

CHARACTER ANALYSIS

The Subject Property is generally located on the north side of Eiland Boulevard, west of Fort King Road, east of Fountain Road, and south of the Valleydale Mobile Home Subdivision. Land uses in the surrounding area are generally office, commercial and higher-density residential, with some mixed low and medium density residential, and county retail office residential (ROR). The Subject Property is surrounded by properties in the City on three sides and meets the criteria for annexation, the proposed FLU classification of MU and zoning designation of PUD, allowing for a mix of office/retail and higher density residential is reflective of the general neighborhood; adjacent properties to the north, east and west; as well as anticipated growth patterns for the area.

(A) East – Commercial Retail

(B) West – Low-density residential, medium density mobile home subdivision, and higher-density multi-family congregate housing.

(C) North – Medium density mobile home subdivision (Valleydale) and higher-density multi-family residential.

(D) South – Single-family residential (zoned ROR) located in unincorporated Pasco County.

COMPATIBILITY/SUITABILITY ANALYSIS

ANNEXATION – Chapters 171.043 and 171.044, FS outlines the character and procedure requirements for voluntary annexation. The 11.75 acre portion of the Subject Property proposed to be brought into the City of Zephyrhills meets the criteria for annexation as: 1) it is contiguous to the current boundaries of the City; 2) it is reasonably compact; 3) it is not a part of another municipality; 4) it will be developed/utilized for urban purposes; and 5) its annexation will not result in the creation of a new enclave. The annexation will clear up a portion of an existing enclave in the City. Staff is coordinating with Pasco County staff as required by the Joint Planning Area (JPA) agreement.

FLUMA – The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 50 acres as of July 1, 2021). The proposed FLUMA is consistent with Chapters 163, Part II, FS; the City of Zephyrhills Comprehensive Plan, and the Land Development code.

(A) The request to change the Subject Property's FLU classification from County RES-6, County RES-9 and City RU to City MU is consistent with the abutting properties, which are:

  (1) Mobile Home/Recreational Vehicle (MH/RV, 5-18 du/ga) and Residential Urban (RU, 7.5-20 du/ga) to the north; and

  (2) MH/RV, RU & Residential Estate (RE, 1 du/ga) to the west; and

  (3) Mixed Use (MU, 20 du/ga; 1.0 FAR) to the east; and

  (4) County RES-9 to the south.

(B) The request consistent with the City of Zephyrhills Comprehensive Plan, Goals, Objectives and Policies, as evidenced by the Justification Report (attached) submitted by Shelly May Johnson, PA on behalf of the applicants.

(C) Utility capacity is available for the proposed project at this time.

(D) The applicants have submitted a Traffic Study Methodology which is currently in review by the City's traffic engineering consultants. A full traffic study will be submitted to determine necessary improvements at driveway entrances at the intersection of Fort King and Eiland. The Subject Property abuts Fort King Road

and Eiland Boulevard, both County owned/maintained roadways. A Pasco County Right-of-Way use permit will be required in the future.

REZONING – In accordance with Section 6.04.01, LDC, the purpose of a PUD is to encourage more creative and imaginative design than is generally possible under conventional zoning regulations. The City of Zephyrhills discourages single-use PUDs and the proposed PUD would provide for a mix of residential and office/retail. Office/retail uses should support the surrounding neighborhood and multi-family uses internal to the development.

(A) The proposed zoning designation to PUD for a mix of higher-density multi-family residential and office/retail is consistent with the proposed FLU classification of MU.

(B) The Subject Property contains +/-29.38 acres, meeting the minimum size requirement of 1.0 acres to establish a PUD.

(C) The proposed zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties, which are:

(1) Mobile Home Subdivision (M1, 7.0 du/ga) and Multi-Family Residential (R4, 20 du/ga) to the north;

(2) M1, R4 and Estate Residential (ER, 2.0 du/ga) to the west;

(3) Community Commercial (C2, 1.0 FAR) to the east; and

(4) Pasco County Retail Office Residential to the south.

(D) The proposed zoning designation and subsequent development will not exhibit premature development based on existing development patterns in the general vicinity and utility infrastructure availability.

(E) In general, the following goals shall be met for a PUD:

(1) The proposed PUD shall be of such design that it will promote achievement of the stated purpose of the city's Comprehensive Plan.

(2) The development will efficiently utilize the available land and will protect and preserve, to the extent possible, natural features of the land such as trees, streams and topographic features.

(a) Approximately 7.26 acres on the north side of the subject property will be reserved for stormwater retention, open space and setback area from an existing pond/wetland area. Staff will work with the applicants during the site development plan review stage concerning the preservation of existing protected and grand trees, where possible.

(3) The development shall provide for harmonious and coherent site and building design that creates a sense of place.

(a) The proposed development will be harmonious with surrounding properties to the east, west and north. The proposed location of uses will allow for a site design which encourages walkability and a pedestrian-friendly environment.

(4) The development will be located in an areas in which transportation, police and fire protection and other public facilities and utilities, are or will be available to and adequate for the uses proposed; provided, however that the applicant may make provision for the facilities or utilities which are not presently available.

NATURAL, HISTORIC, CULTURAL & ARCHAEOLOGICAL RESOURCES

The following site characteristics are provided:

(A) The Subject Property is located outside of the Zephyrhills Historic District and is not anticipated to impact any identified historical, cultural or archaeological resources. Should resources be found onsite during development, notification should be made to the City of Zephyrhills and the Florida Department of State, Division of Historic Resources.

(B) A Protected Species Assessment will be required to be submitted at the time of Site Development Plan Review.

(C) A portion of a Type 3 wetland exists on the northern-most parcel of the subject property. This area is proposed for wetland setback and stormwater retention. Negative impacts to the existing wetland is not anticipated.

(D) The Subject Property is located with the **Basin of Special Concern** and additional stormwater compensation will be required. The Subject Property is generally located within Flood Zone X and is suitable for development; a portion of the two northern-most parcels of the Subject Property are within Flood Zone AE (this area is proposed for wetland setback and stormwater retention). All stormwater for the Subject Property shall be handled on site and in accordance with city standards.

PUBLIC SERVICE/FACILITIES IMPACT ANALYSIS

POLICE	Projected general police service demand is within the City's existing service capabilities. The Police Chief recommended approval of the project at the SPRC stage.
FIRE	It is anticipated that the projected general fire service demand is within the County's existing service capabilities.
POTABLE WATER	Potable water service and adequate capacity is currently available to the Subject Property. Maximum anticipated impact to the potable water system specific to this development is provided in **Attachment 5.** The City is exploring options to ensure adequate water supply to support future growth in the city.
WASTEWATER	Wastewater service and adequate capacity is currently available to the Subject Property. Maximum anticipated impact to the wastewater system and treatment plant specific to this development is provided in **Attachment 6.**
SANITATION (SOLID WASTE)	Domestic solid waste is collected by the City of Zephyrhills Sanitation Department and disposed of at the Pasco County transfer station on Handcart Road. Per the Comprehensive Plan, the minimum level of service is 1.5 tons per year per dwelling unit for residential uses. Service is available to the Subject Property.
STORMWATER	The Subject Property is located within a **Basin of Special Concern** and additional onsite compensation will be required.

COMPREHENSIVE PLAN & LDC CONSISTENCY – *VERIFIED APPLICANT RESPONSE*

The requested annexation, FLUMA and rezoning appears to be consistent with the Goals, Objectives and Policies of the City of Zephyrhills Comprehensive Plan and Land Development Code (LDC). A review of the Comprehensive Plan and LDC has been conducted by the applicant and verified by planning staff. Relevant goals, objectives and policies are identified in Attachment 7, Justification Report, provided by the applicants and response(s) verified by planning staff.

III. RECOMMENDATION(S)

Based upon the analysis contained herein, along with supporting documentation provided by Shelly M. Johnson, PA on behalf of the applicants, planning staff recommends approval of the applications to annex, amend the Future Land Use Map and rezone.

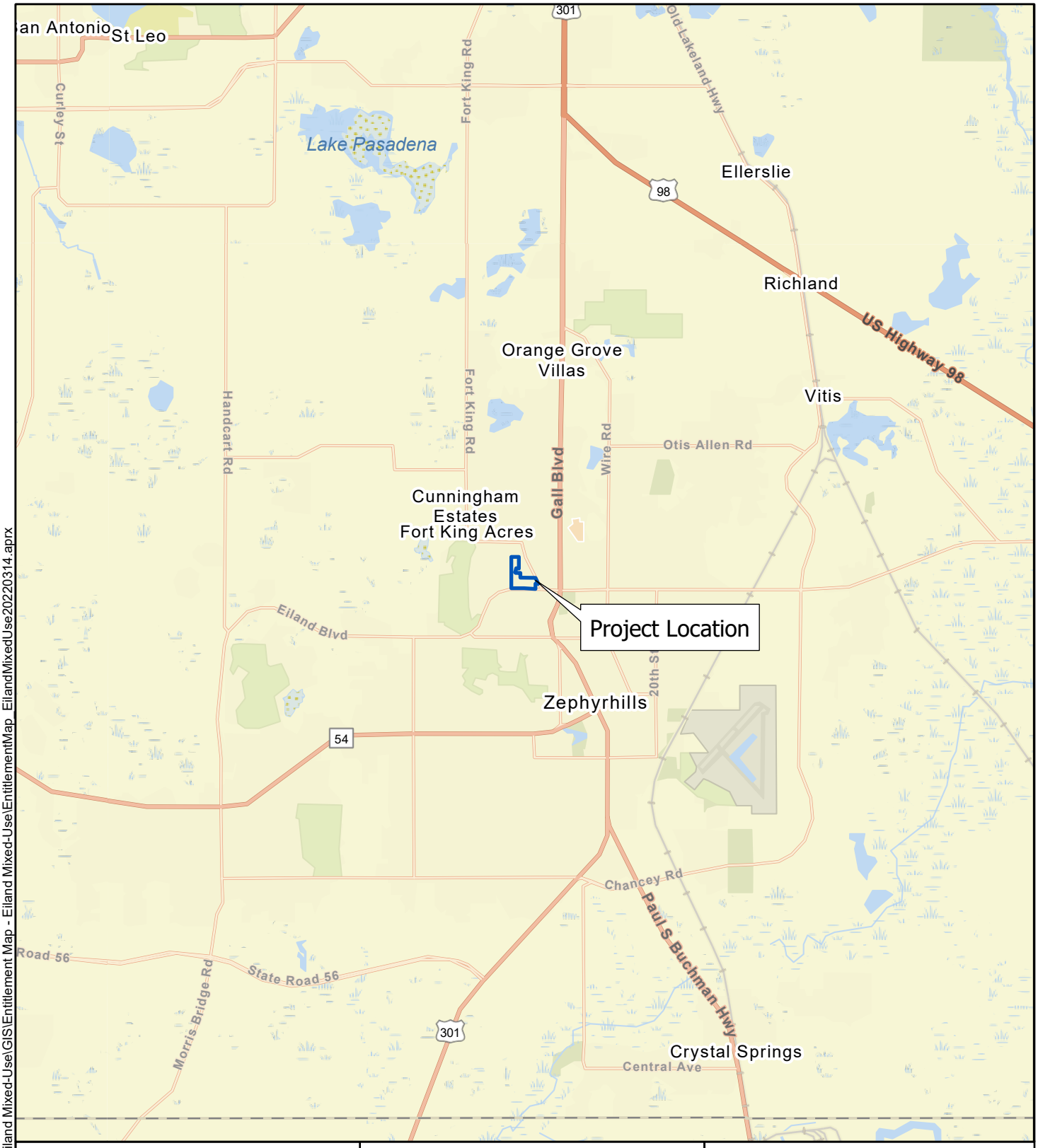
The Site Plan Review Committee recommended approval at its regular meeting on August 16, 2022.

ATTACHMENT 1

Location Maps

Location Map

Aerial Project Location Map





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Miles

Disclaimer:
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Figure 1: Location Map
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 1 of 9

Prepared By: BGE	Scale: 1:90,000
Job No.: 9585-00	Date: Mar 14, 2022

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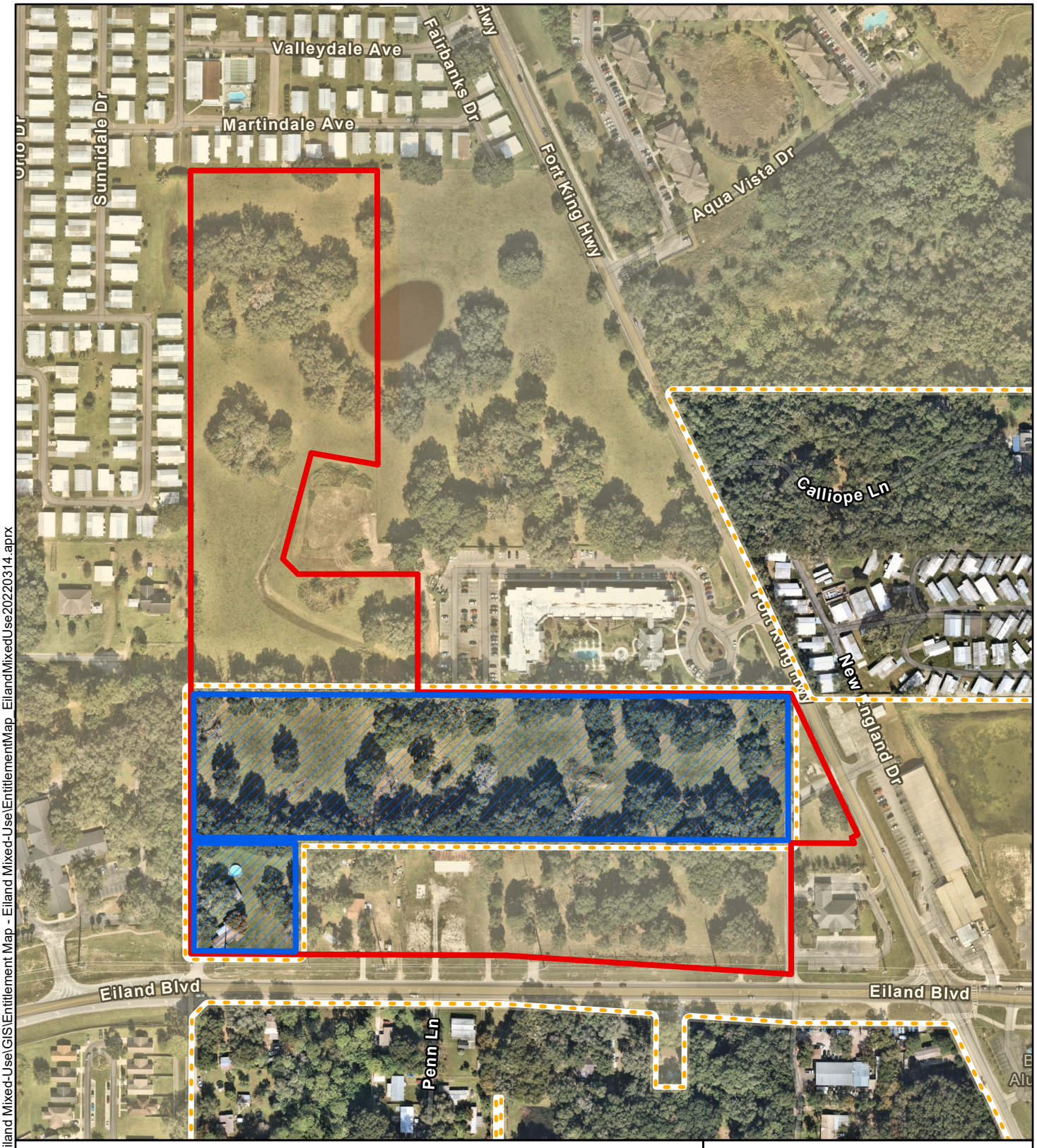

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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Basemap: NearMap November 14, 2021

N

0 200 400

Feet

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Figure 2: Aerial Project Location
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 2 of 9

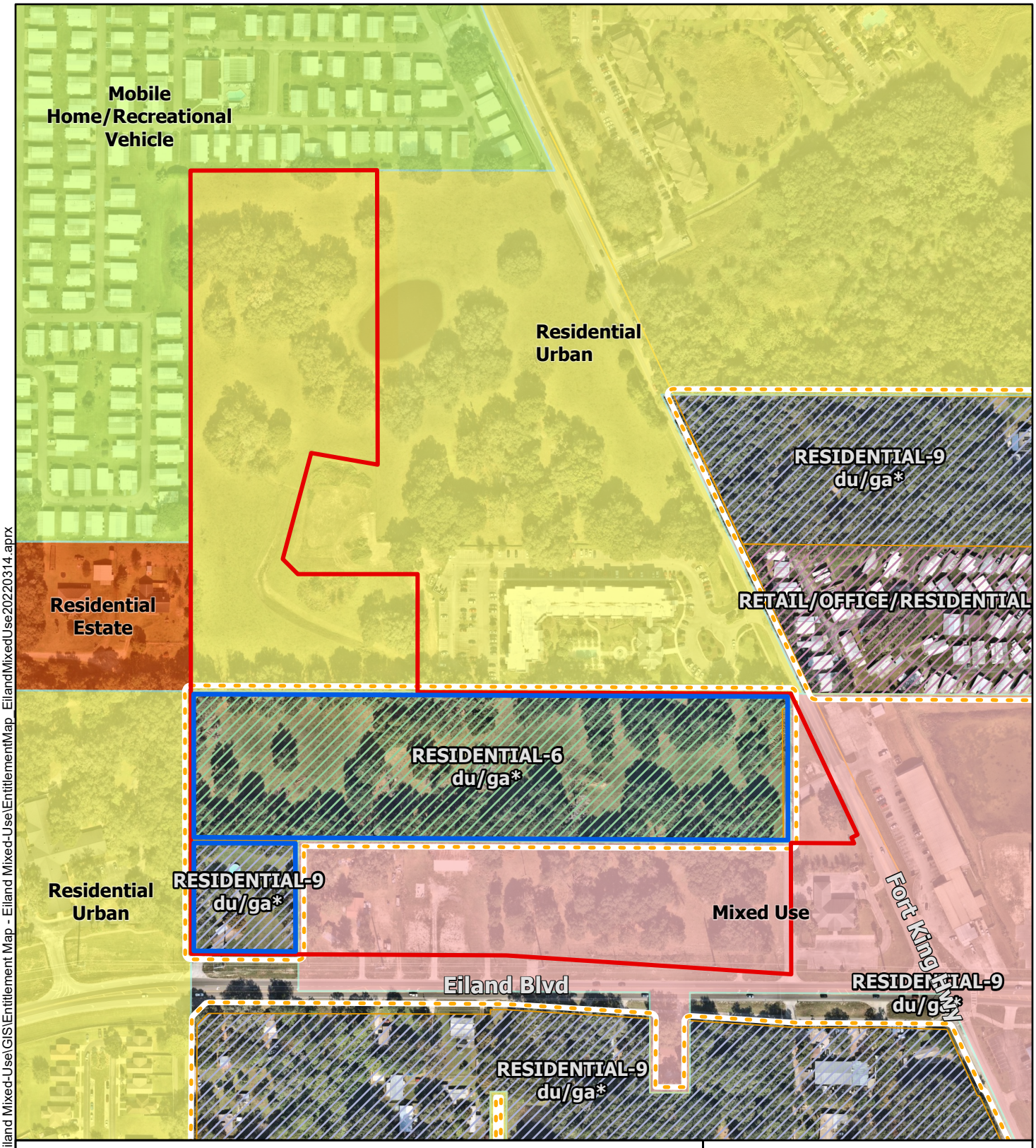
Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

ATTACHMENT 2

Future Land Use Maps

Existing Future Land Use

Proposed Future Land Use



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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Existing Future Landuse (Pasco)

- RESIDENTIAL-6 du/ga*
- RESIDENTIAL-9 du/ga*
- RETAIL/OFFICE/RESIDENTIAL

Existing Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

N

0 200 400

Feet

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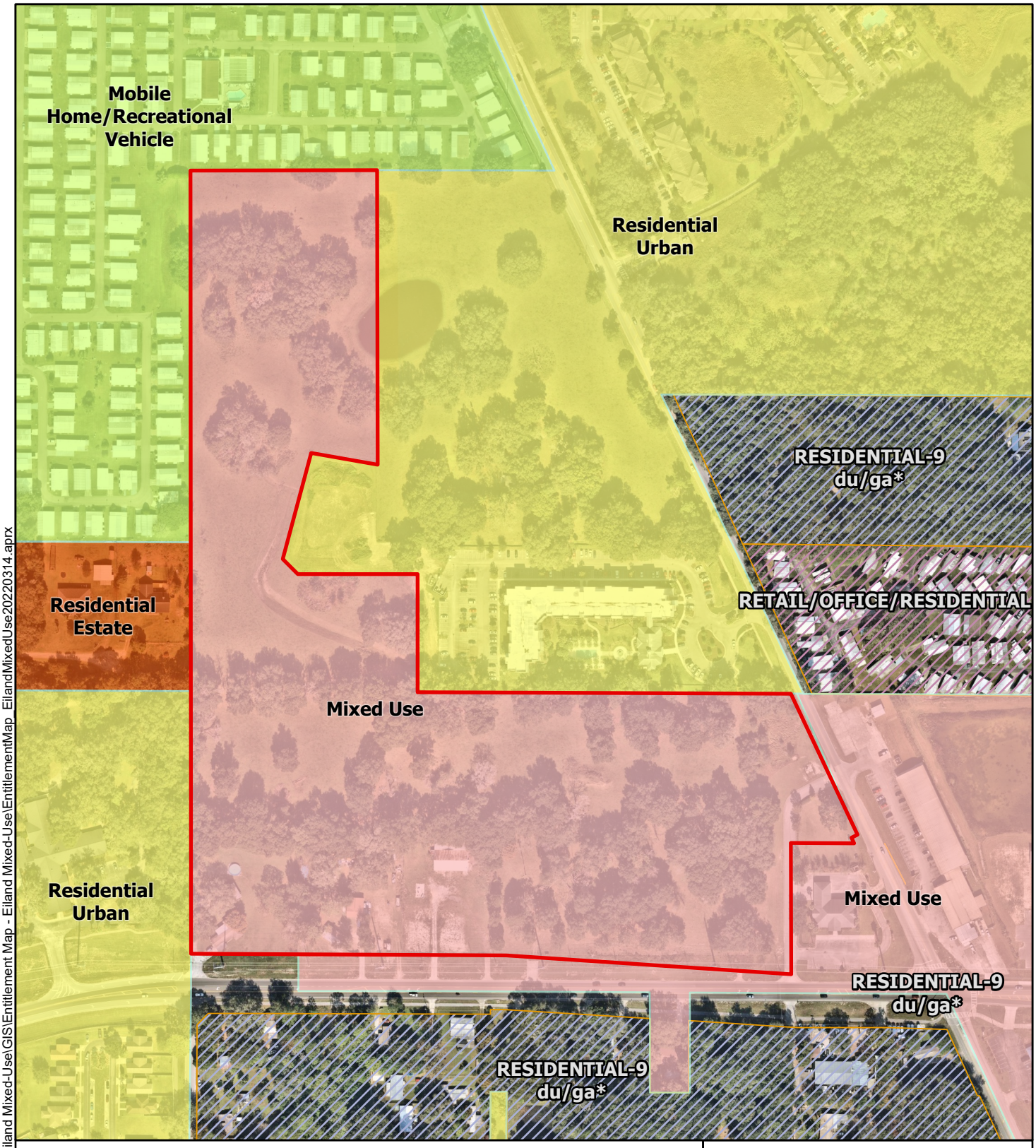
Figure 3a: Existing Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 5 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Subject Property Boundary

Proposed Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

Proposed Future Land Use (Pasco)

- EMPLOYMENT CENTER
- GATEWAY HUB

N

0 200 400

Feet

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Figure 3b: Proposed Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 6 of 9

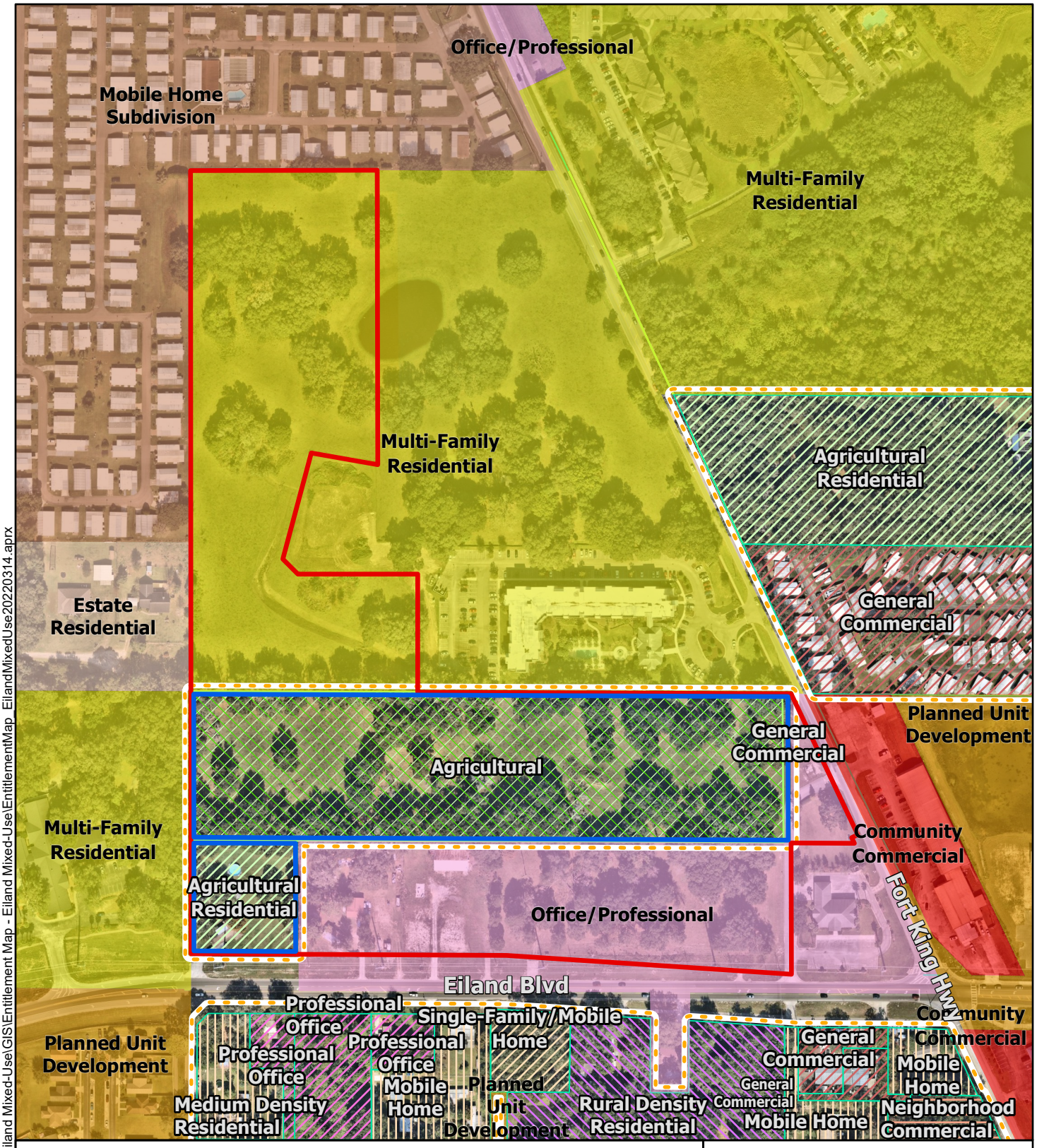
Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

ATTACHMENT 3

Zoning Maps

Existing City & County Zoning

Proposed Zoning



Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Zephyrhills City Zoning

- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Zoning

- Agricultural
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

0 200 400

Feet

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Figure 4a: Existing City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 3 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

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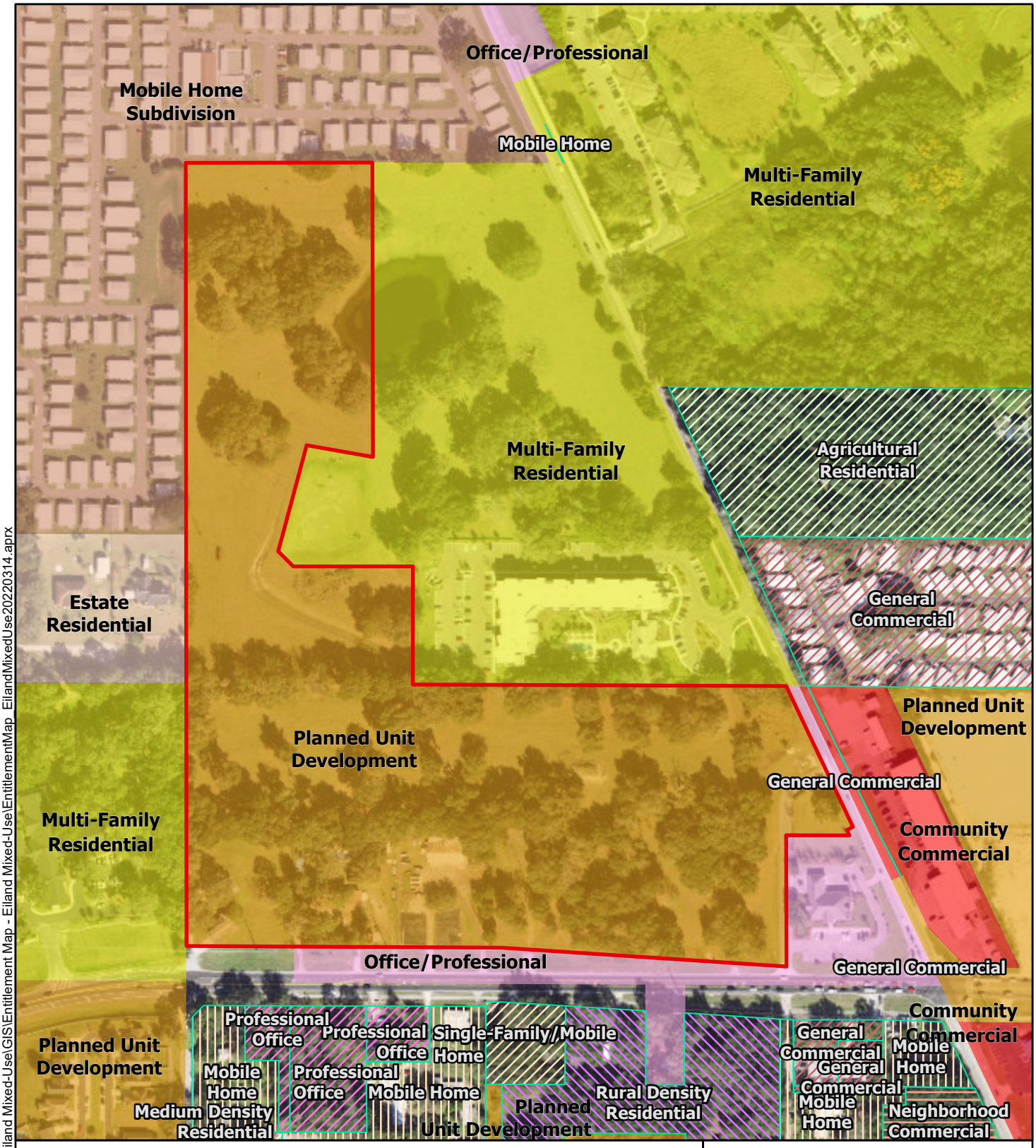

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Legend

Subject Property Boundary

Zephyrhills Proposed Zoning
- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Proposed Zoning
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

0 200 400

Feet

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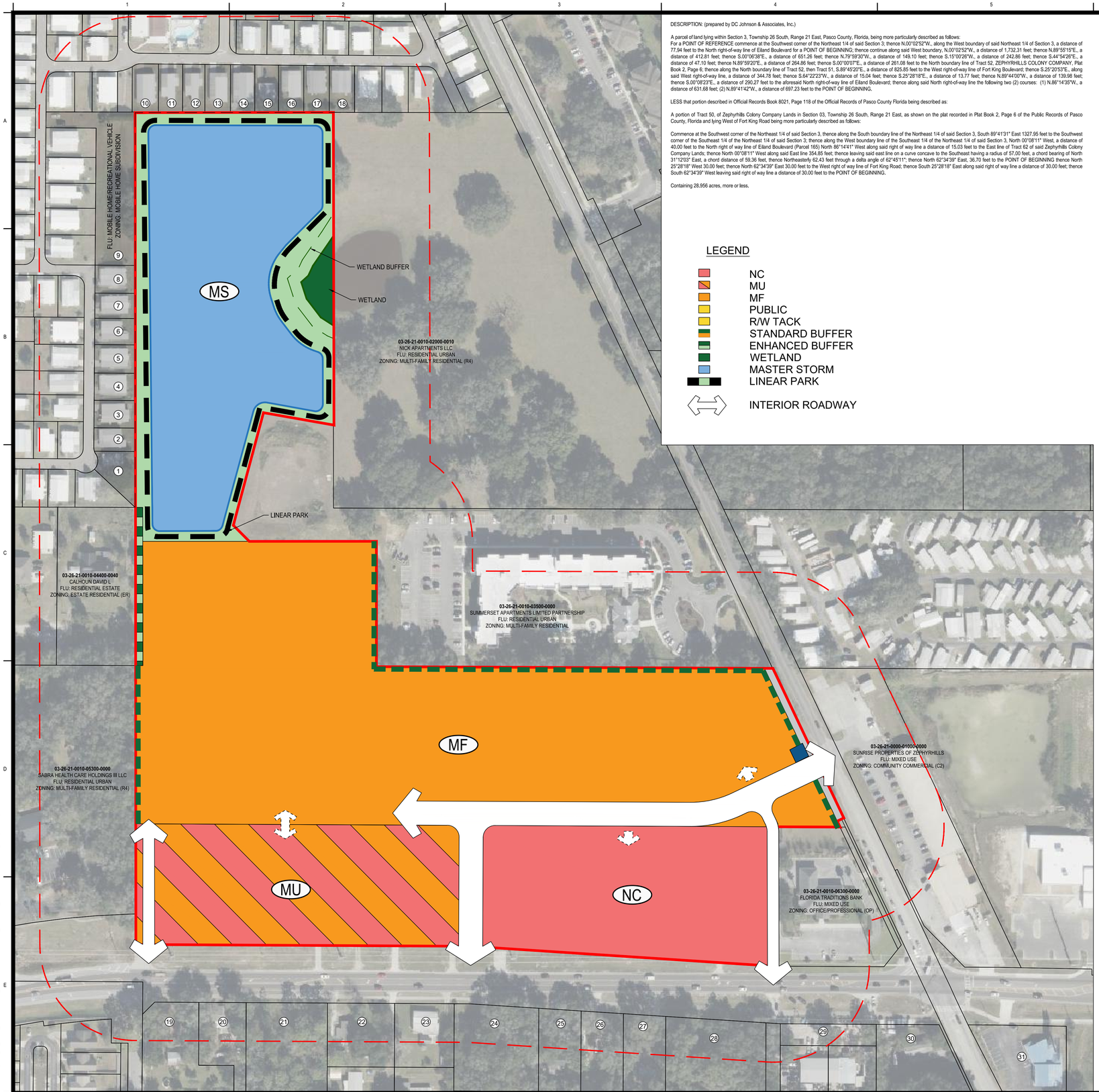
Figure 4b: Proposed City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 4 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

ATTACHMENT 4

Eiland Mixed Use PUD Master Plan



DESCRIPTION: (prepared by DC Johnson & Associates, Inc.)

A parcel of land lying within Section 3, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:
For a POINT OF REFERENCE commence at the Southwest corner of the Northeast 1/4 of said Section 3; thence N.00°02'52"W., along the West boundary of said Northeast 1/4 of Section 3, a distance of 77.94 feet to the North right-of-way line of Eiland Boulevard for a POINT OF BEGINNING; thence continue along said West boundary, N.00°02'52"W., a distance of 1,732.31 feet; thence N.89°55'15"E., a distance of 412.81 feet; thence S.00°06'38"E., a distance of 651.26 feet; thence N.79°59'30"W., a distance of 149.10 feet; thence S.15°00'26"W., a distance of 242.86 feet; thence S.44°54'26"E., a distance of 47.10 feet; thence N.89°59'20"E., a distance of 264.86 feet; thence S.00°00'07"E., a distance of 261.08 feet to the North boundary line of Tract 52, ZEPHYRHILLS COLONY COMPANY, Plat Book 2, Page 6; thence along the North boundary line of Tract 52, then Tract 51, S.89°45'20"E., a distance of 825.85 feet to the West right-of-way line of Fort King Boulevard; thence S.25°20'53"E., along said West right-of-way line, a distance of 344.78 feet; thence S.64°22'23"W., a distance of 15.04 feet; thence S.25°28'18"E., a distance of 13.77 feet; thence N.89°44'00"W., a distance of 139.98 feet; thence S.00°08'23"E., a distance of 290.27 feet to the aforesaid North right-of-way line of Eiland Boulevard; thence along said North right-of-way line the following two (2) courses: (1) N.86°14'35"W., a distance of 631.68 feet; (2) N.89°41'42"W., a distance of 697.23 feet to the POINT OF BEGINNING.

LESS that portion described in Official Records Book 8021, Page 118 of the Official Records of Pasco County Florida being described as:

A portion of Tract 50, of Zephyrhills Colony Company Lands in Section 03, Township 26 South, Range 21 East, as shown on the plat recorded in Plat Book 2, Page 6 of the Public Records of Pasco County, Florida and lying West of Fort King Road being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 3, thence along the South boundary line of the Northeast 1/4 of said Section 3, South 89°41'31" East 1327.95 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 3; thence along the West boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 3, North 00°08'11" West, a distance of 40.00 feet to the North right of way line of Eiland Boulevard (Parcel 165) North 86°14'41" West along said right of way line a distance of 15.03 feet to the East line of Tract 62 of said Zephyrhills Colony Company Lands; thence North 00°08'11" West along said East line 354.85 feet; thence leaving said east line on a curve concave to the Southeast having a radius of 57.00 feet, a chord bearing of North 31°12'03" East, a chord distance of 59.36 feet, thence Northeasterly 62.43 feet through a delta angle of 62°45'11"; thence North 62°34'39" East, 36.70 feet to the POINT OF BEGINNING thence North 25°28'18" West 30.00 feet; thence North 62°34'39" East 30.00 feet to the West right of way line of Fort King Road; thence South 25°28'18" East along said right of way line a distance of 30.00 feet; thence South 62°34'39" West leaving said right of way line a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 28.956 acres, more or less.

LEGEND

- NC
- MU
- MF
- PUBLIC
- R/W TACK
- STANDARD BUFFER
- ENHANCED BUFFER
- WETLAND
- MASTER STORM
- LINEAR PARK
- INTERIOR ROADWAY

SITE DATA

PARCEL ID:	03-26-21-0010-06200-0010; 03-26-21-0010-06200-0000; 03-26-21-0010-06100-0010; 03-26-21-0010-06100-0020; 03-26-21-0010-06100-0000; 03-26-21-0010-05100-0000; 03-26-21-0010-03500-0000; 03-26-21-0010-03600-0000; 03-26-21-0010-02000-0000; 03-26-21-0010-05100-0010;
PROJECT AREA:	29.38 AC (1,279,793 SF)
APPLICANT:	GOLFCOAST CONSTRUCTION
OWNERSHIP:	ACME DEVELOPMENT CORPORATION BISTON CLYDE A SUMMERSET APARTMENTS LIMITED
CURRENT FUTURE LAND-USE:	MIXED USE (CITY) RESIDENTIAL URBAN (CITY) RESIDENTIAL-9 (COUNTY) RESIDENTIAL-6 (COUNTY)
PROPOSED LAND-USE:	MIXED-USE (CITY)
CURRENT ZONING:	AC (COUNTY) AR (COUNTY) OFFICE/PROFESSIONAL (CITY) MULTI-FAMILY RESIDENTIAL (CITY)
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT (CITY)
MULTI-FAMILY (MF)	13.40 AC (583,486 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**267 UNITS**
MIXED USE (MU)	4.01 AC (174,763 SF)
RESIDENTIAL USE	
MAX. DENSITY:	20 UNITS / GROSS ACRE
MAX. UNITS:	**80 UNITS**
COMMERCIAL USE	
MAX. FAR:	0.5
MAX. SF:	**87,381 SF**
NEIGHBORHOOD COMMERCIAL (NC)	3.92 AC (170,581 SF)
COMMERCIAL USE	
MAX FAR:	
MAX. SF:	**85,290 SF**
MASTER RETENTION (MR)	8.06 AC (350,9638 SF)
TOTALS	
TOTAL AREA:	29.38 AC (1,279,793 SF)
TOTAL RESIDENTIAL UNITS:	347 UNITS
MAX. TOTAL DENSITY:	11.98 UNITS/GROSS ACRE
TOTAL COMMERCIAL SPACE:	172,671 SF
MAX FAR:	0.14 FAR
UTILITIES:	
POTABLE WATER:	CITY OF ZEPHYRHILLS
RECLAIM WATER:	CITY OF ZEPHYRHILLS
SANITARY SEWER:	CITY OF ZEPHYRHILLS
ELECTRICAL:	DUKE ENERGY
COMMUNICATIONS:	FRONTIER; SPECTRUM
NATURAL GAS:	TECO | PEOPLES GAS

TABLE 1: Allowable Use Types

	NC	MU	MF
RESIDENTIAL			
APARTMENT BUILDING		■	■
BUNGALOW COURT		■	■
TOWNHOUSE		■	■
DUPLEX / MULTIPLEX		■	■
LIVE / WORK UNIT	□	□	
VILLA		■	■
CONDO		■	■
GROUP HOME		□	□
INTENSIVE CARE FACILITY		□	□
LODGING			
HOTEL	□	■	■
BED & BREAKFAST		□	□
INN (UP TO 12 ROOMS)	□	■	■
OFFICE			
FINANCIAL SERVICES	■	■	
MEDICAL OFFICE	■	■	
VETERINARY CLINIC	■	■	
GENERAL OFFICE	■	■	
WORK / LIVE UNIT	■	■	
RETAIL			
CONVENIENCE STORE	□		
GENERAL RETAIL (UNDER 25,000 SF)	□	□	
PHARMACY DRUG STORE	■	■	
MEDICAL MARIJUANA DISPENSARY	■	■	
RESTAURANT (CAFE, LESS THAN 2,500 SF)	■	■	
RESTAURANT FULL SERVICE	■	■	
RESTAURANT DRIVE-THRU	□	□	
COFFEE HOUSE / BAKERY	■	■	
PERSONAL SERVICES			
BEAUTY / BARBER SHOP	■	■	
LAUNDROMAT / DRY CLEANING	■	■	
FITNESS CENTER / GYM	■	■	
PET CARE SERVICES (INDOOR)	■	■	
REHABILITATIVE SERVICES	■	■	
FUNERAL SERVICES	■	■	
TATTOO / BODY PIERCING	■	■	
DAY SPA / TANNING SALON	■	■	
LICENSED MASSAGE ESTABLISHMENT	■	■	
COBBLER	■	■	
TAILORING & GARMENT REPAIR	■	■	

	NC	MU	MF
CIVIC			
BUS SHELTER	■	■	■
FOUNTAIN / PUBLIC ART	■	■	■
THEATER	□	□	
MUSEUM	□	□	
OUTDOOR AUDITORIUM	□	□	
PARKING STRUCTURE	■	■	■
PARK & PLAYGROUND	■	■	■
SURFACE PARKING	■	■	■
RELIGIOUS ASSEMBLY	□	□	□
AGRICULTURE			
COMMUNITY GARDENS / GREENHOUSE	■	■	
KENNEL			
AUTOMOBILE-ORIENTED			
GAS STATION			
AUTOMOBILE SALES / RENTALS			
AUTOMOBILE SERVICE / REPAIR			
CAR WASH			
EDUCATION			
COLLEGE	□	□	□
TRADE SCHOOL	□	□	□
GRADE SCHOOL (PUBLIC OR PRIVATE)			
CHILDCARE CENTER	□	□	□

■ BY RIGHT
□ BY WARRANT

By Right - Uses that are allowed within the PUD.

By Warrant - Uses that may be considered and will need City approval before being allowed.

If no box is present the use is not allowed within the PUD.

BGE, Inc.
2203 N. Lois Avenue, Suite G300
Tampa, FL 33607
Tel: 813-848-0901 • www.bgeinc.com
FL Registry No. 32116

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0 50' 100' 200'
SCALE: 1" = 100'

GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

MASTER PLAN

REV	DESCRIPTION	DATE	APR

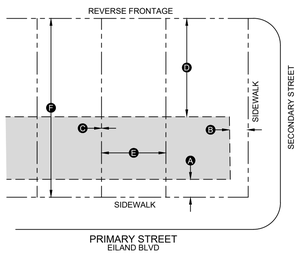
PROJECT NO.: 9927-00

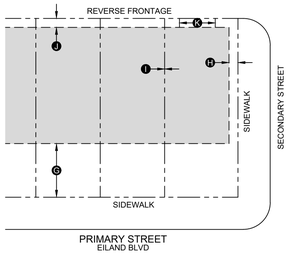
DESIGNED BY:	DRAWN BY:
AH	SK
REVIEWED BY:	DATE:
AH	9-14-2022

C1-1

G:\FLA\Projects\golf_coast_const\9972-00_Eiland Mixed Use\LDV\1_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout1 Plotted: 9/15/2022 10:43:19 AM

NC: Neighborhood Commercial





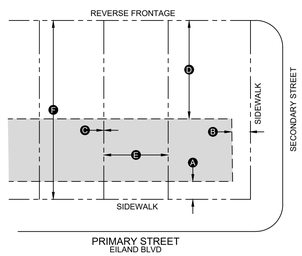
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

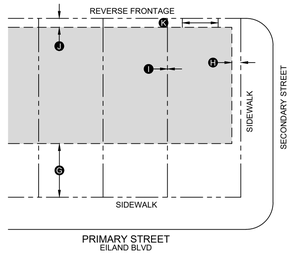
Building Form		
Height		
Main Building	1 Stories min. 2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" max. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' min.	K
See Table 2 for parking dimensions		
See Table 3 for shared parking		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail, Personal Service
Upper Floors	Residential, Lodging, Office, Retail, Personal Service
See Table 1 for specific regulations for each Use Type.	

MU: Mixed Use





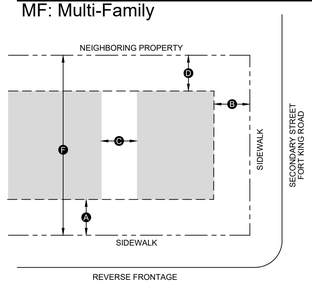
Building Placement		
Build-to Line (Distance from Property Line)		
Front	10'	A
Side	10'	B
Setback (Minimum Distance from Property Line)		
Side	5' for Detached 0' for Attached	C
Rear	65'	D
Lot Size		
Width	25' min. for Detached 15' min. for Attached	E
Depth	200' min.	F
Miscellaneous		
Entire BTL must be defined by a building or 2'-6" to 4'-6" high fence or stucco or masonry wall		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

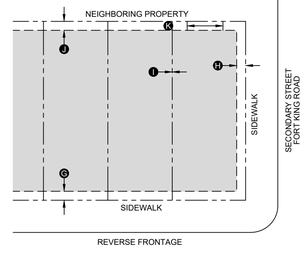
Building Form		
Height		
Main Building	2 Stories max.	
Ancillary Building	N/A	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

Parking		
Spaces		
Residential	1 space / 1 bed 1.5 space / 2 bed 2 space / 3+ bed	
Office / Retail / Personal Services		
Ground floor < 3,000 sf	none required	
Ground floor > 3,000 sf	1 space / 500 sf	
Upper floors	1 space / 1,000 sf	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	30' min.	G
Side Street Setback	5' min.	H
Side Setback	0' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

Allowed Use Types*	
Ground Floor	Residential, Lodging, Office, Retail & Personal Service
Upper Floors	Residential, Lodging, Residential Office
See Table 1 for specific regulations for each Use Type.	

MF: Multi-Family





Building Placement		
Setback (Minimum Distance from Property Line)		
Front	20'	A
Side	20'	B
Rear	20'	C
Separation (Minimum Between Buildings)		
Between Buildings	20'	D
Lot Size		
Width	25' min.	E
Depth	N/A	F
Miscellaneous		
For irregular shaped lots, the lot depth on one side may be reduced if the average lot depth is at least 100'.		

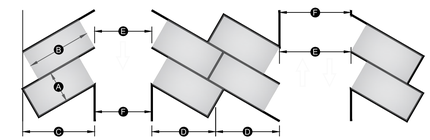
Building Form		
Height		
Main Building	4 Stories max.	
Ancillary Building	2 Stories max.	
Ground Floor Finished Level	6" min. above sidewalk	
Ground Floor Ceiling	10' min. clear	
Miscellaneous		

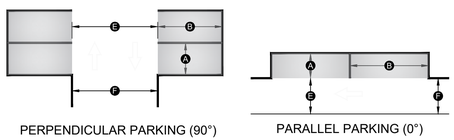
Parking		
Spaces		
Residential	1 spaces/ 1 bedroom 1.5 spaces/ 2 bedrooms 2 spaces/ 3+ bedrooms	
Lodging	1 space/bed	
Location (Distance from Property Line)		
Front Setback	5' min.	G
Side Street Setback	5' min.	H
Side Setback	5' min.	I
Rear Setback	5' min.	J
Miscellaneous		
Parking Drive Width	20' max.	K
Handicap parking for non-residential uses must be provided on-site.		
See Table 3 for shared parking.		

Allowed Use Types*	
Ground Floor	Residential & Lodging
Upper Floors	Residential & Lodging
See Table 1 for specific regulations for each Use Type.	

TABLE 2: Parking Geometry						
Standard		90°	60°	45°	0°	
		9'	9'	9'	8'	A
		18'	18'	18'	18'	B
	Exterior		20.1'	19.1'		C
	Interior		18'	16'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	
Compact		90°	60°	45°	0°	
		8'	8'	8'	7'	A
		16'	16'	16'	16'	B
	Exterior		17.9'	17'		C
	Interior		15.9'	14.2'		D
Aisle Width	Two-Way	24'	20'	20'	20'	E
	One-Way		16'	14'	10'	
Aisle Width	Two-Way	20'	20'	20'	20'	F
	One-Way		14'	14'	10'	

Miscellaneous	
Handicap parking spaces to be provided per ADA standards.	
25% of the total parking spaces provided may be compact. Compact spaces may be increased to 50% if vehicle charging station(s) are provided on site.	
Aisle width not along parking.	F





SHARED PARKING FACTOR		
Function	with	Function
RESIDENTIAL		RESIDENTIAL
LODGING		LODGING
OFFICE		OFFICE
RETAIL		RETAIL

| | | | | | |

ATTACHMENT 5

Potable Water

Eiland Utility Demand Calculations

05/31/2022

Potable

Parcel (ac)	Unit Type (Type)	Unit Count (# or sq-ft)	Residential Unit (persons)	Total Residential Units (ERU)	ERU (gal/day/ERU)	ADF (gpd)	ADF (GPM)	MDF (GPM)
14.3	MF	286	2.5	715	300	214500	149	501
3.4	MF	68	2.5	170	300	51000	35	119
	Office/Retail	74052	-	-	-	-	5	10
3.8	Office/Retail	82764	-	-	-	-	6	11
							195	**641**

Notes:

1. Design criteria based off *"Technical Standards for Water Distribution System Construction Specification Manual City of Zephyrhills, Florida,"* April 2020.
2. ADF for domestic calculated 300 gal per day per equivalent unit, with 2.5 persons per multi-family dwelling unit.
3. MDF for multi-family units calculated using 0.7 GMPM per dwelling unit.
4. Office/Retail demands are estimated based on *"Public Facilities Element City of Zephyrhills 2025 Comprehensive Plan."*
5. Office/Retail potable demands are back calculated from sewage estimated flows.
6. Office/Retail potable demand = sewage demand x 1.25.
7. Office/Retail MDF peaking factor assumed to be 2 x ADF.

ATTACHMENT 6

Wastewater

Eiland Utility Demand Calculations

05/31/2022

Sanitary

Parcel (ac)	Unit Type (Type)	Unit Count (# or sq-ft)	Residential Unit (persons)	Total Residential Units (ERU)	Estimated Domestic Sewage Flows (gpd)	ADF (gpd)	ADF (GPM)
14.3	MF	286	2.5	715	450	321750	223
3.4	MF	68	2.5	170	450	76500	53
	Office/Retail	74052	-	-	0.1	7405.20	5
3.8	Office/Retail	82764	-	-	0.1	8276.40	6
							287

Notes:

1. Office/Residential demands are estimated based on *"Public Facilities Element City of Zephyrhills 2025 Comprehensive Plan."*
2. Assumed 3 bedroom apartments for conservative assumption.

ATTACHMENT 7

Justification Report

Shelly M. Johnson, Esq.

SHELLY MAY JOHNSON, PA
ATTORNEYS AT LAW
6400 Madison Street, New Port Richey, Florida 34652
TELEPHONE: (727) 376-7300
FAX: (727) 376-7337

Mixed Use Development Annexation; FLUM and Rezoning Amendments Application

AMENDED PD ZONING REPORT AND PROJECT NARRATIVE

This land use amendment and rezoning to a mixed-use development (PUD) is in conjunction with a corresponding annexation into the city and a large-scale comprehensive plan amendment (CPAL) to the Mixed Use (MU) Future Land Use (FLU) classification. The area subject to this rezoning, CPAL, and annexation is located West of Fort King and North of Eiland Blvd.

As a result of the annexation, a City FLU classification and Zoning District are required. In order to ensure the smooth transition of the area from unincorporated Pasco County into the City, the applicant is submitting all three (3) applications concurrently.

The Applicant is proposing a mixed-use development of retail/office and multifamily development. The Applicant is proposing a density of 286 multi- family du's with the potential to develop 60 additional multi-family units abutting Eiland Blvd. The 286 units will be part of a larger mixed used development with the parcels directly abutting Eiland Blvd which are proposed with this request to be developed with either/or of retail and office or an additional 60 multi-family units.

1. ANALYSIS FOR COMPLIANCE

A. Consistency with the Comprehensive Plan

The proposal includes an annexation of property in conjunction with a corresponding land use amendment from County RES-6 to the City's MU FLUM designation. The area is comprised of a variety of land uses included County ROR (Retail Office Residential) and RES-9.

FUTURE LAND USE ELEMENT

The City of Zephyrhills is situated as the center of a growing urban region. While opportunities exist for significant new development within the city boundaries and expansion is expected through annexation, the City is strongly focused on infill and redevelopment and the management of its growth through enhanced annexation policies and improved coordination with Pasco County. The Comprehensive Plan policies provide a framework for Mixed use land use categories.

The purpose of the Mixed-Use category is to achieve a more balanced mix of uses to increase convenience and provide greater transportation choices. When a wide variety of uses are located in close proximity to each other, walking and bicycling become practical alternatives to automobile travel. Such areas would support objectives for improved mobility and reduced congestion. Infill development success can be enhanced by planning a mutually supportive mix of uses. The mixing of uses can add variety and vitality to an area, making it a more attractive, interesting place to live. In addition, convenient commercial and personal services, readily accessible to work sites and residential areas, and convenient cultural or recreational amenities can enhance the attractiveness of infill development. Infill development can fill gaps to benefit the entire neighborhood including existing residents, for instance by including a grocery store or park where none exists.

Locational Characteristics
This category is generally appropriate to locations within the urban area that are appropriate for more intensive residential, office and retail commercial uses. These areas are typically in close proximity to and served by the arterial highway network where mixed use developments allow interaction among land uses and encourage mass transit and non-vehicular trips.

Residential. This category encompasses the full range of residential uses including single family detached units, single family attached (duplex/triplex) units, multi-family developments, and mobile homes, mobile home parks and subdivisions, recreational vehicle campgrounds.

Availability of Facilities and Services to Serve Existing Land Uses

Traffic Circulation. All areas of the city are served by adequate transportation facilities. All roadways are operating at acceptable levels of service although deficiencies for US 301 are projected during the planning period.

Sanitary Sewer. The wastewater collection and treatment system are expected to have adequate capacity during the planning period. The wastewater treatment plant has been retrofitted to provide treated wastewater for reuse.

Solid Waste The Pasco County Resource Recovery Facility, with a design capacity of 1,050 tons per day, provides adequate solid waste disposal for the County, its municipalities, and municipalities outside Pasco County. The City is responsible for solid waste collection.

Drainage There are few areas of the City which experience flooding with average rain events. Areas that have experience flooding recently are the Silver Oaks and Meadowood subdivisions. Measures are being taken by the City to conduct a city-wide master stormwater drainage plan. The plan will identify areas with drainage problems and solutions. Otherwise, the City system appears to be operating at a satisfactory level relative to the issue of flooding. As new development and redevelopment are permitted, stormwater facilities are being brought up to current standards per Southwest Florida Water Management District rules.

Potable Water
The Public Facilities Element indicates that the potable water distribution system will be adequate throughout the planning horizon.

As evidenced by the remainder of the application narrative, reports and data , the development proposal comports with a variety of Goals Objectives and Policies of the City's Comprehensive Plan such as:

GOAL LU-1:	To achieve an economically and diversified tax base that ensures: a. that the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base.
POLICY LU-1-6-2:	The Mixed Use (MU) land use designation shall recognize areas well-suited for mixed use with intensive residential, office, and retail development and shall be consistent in character with surrounding uses, transportation facilities, and natural resources. The mixed-use nature of this category is intended to reduce, and possibly eliminate, the proliferation of strip commercial development in the City and reduce vehicle miles traveled through internal capture
POLICY PUB-1-2-2:	No building permits will be issued for new residential, office or commercial development which is not served by a public water supply.
POLICY PUB-5-2-1:	The design of drainage facilities shall comply with the ambient water quality standards of SWFWMD, DEP, and Chapter 17 – 25 and other applicable water quality regulations for discharge.
POLICY PUB-5-1-2:	Developers will be financially responsible for on-site stormwater detention.
POLICY PUB-4-1-2:	New development or redevelopment is not permitted unless the finished floor elevation is at least 8 inches above the crown of the adjacent road unless waived by the Building Official and at or above the 100-year flood elevation.

POLICY PUB-4-1-3:	All new development or redevelopment is required to provide on-site retention of stormwater of sufficient capacity to assure that post-development runoff is no greater than pre-development runoff. The adopted level of service standard is a 25-year storm of 3.6 inches of rainfall in 1 hour. Improvements undertaken to correct existing localized ponding of water will be based on meeting or making progress toward achievement of the adopted LOS standards for drainage facilities.
POLICY PUB-2-2-2:	The City will vigorously enforce present policy to require all development to connect to a public sewer when the wastewater collection line is within 200 feet of the property.
POLICY PUB 2-2-3:	Future annexations will not be approved if existing of proposed development is/would be on septic tanks and lies within an area of concern as described above unless the landowner and City agree to extend the wastewater collection system.

B. Consistency with F.S. 163 & 171

The proposal complies with F.S. 171. The property is adjacent to city property and the annexation will not create an enclave.

Staff should note that pursuant to Section 163.3177(6)(a)4, the amount of land designated for future land uses should allow the operation of real estate markets to provide adequate choices for permanent and seasonal residents and may not be limited solely by the projected population. According to Section 163.3177(6)(a)8, F.S. Future Land Use map amendments shall be based on the following analyses:

a. An analysis of the availability of facilities and services.

See Exhibit C and the enclosed Transportation Study. The proposed amendment is consistent with available water supplies, public facilities and services. The developer will be providing the necessary infrastructure to make the connections to Utilities.

b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

See the Environmental and Cultural Assessment reports were submitted with the original

package

c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

See Exhibits A and B. Additionally the proposed development is uniquely situated between an existing multi-family development, a mobile home park, and nonresidential uses. A mixed-use development as proposed provides for infill development as well as a transitional use for the surrounding area. This mixed-use community will provide the necessary supply of residential housing stock (see Exhibit A) that is currently in under-supply and will thus strengthen and diversify the community's economy by providing a diversity of housing options as well as new employment options and opportunities. All of these factors will work collectively to make this area a vibrant economic contributor to the City's economy.

D. Consistency with LDC (Zoning) Ordinances and City Ordinances

Please see the enclosed Plan which has been created consistent with the applicable comprehensive plan goals and objectives and land development regulations. The intent of the planned development (PD) district is to encourage more creative and imaginative design than generally is possible under conventional zoning regulations. The Applicant has provided analysis as well as a variety of reports, cultural, environmental, transportation that demonstrates that the development will efficiently utilize the available land and will protect and preserve to the extent possible, natural features of the land such as trees, streams and topographic features. The development will provide for harmonious and coherent site and building design that creates a sense of place and is located in an area in which transportation, police and fire protection, other public facilities and public utilities, including sewerage, are available and adequate for the uses proposed.

d. Local Development Pattern

As can be seen on the Plan, the zoning results in a logical and orderly development pattern. The properties are surrounded by commercial and residential urban density development. The office and neighborhood commercial uses along Eiland Blvd. and the multi-family development transitioning north into additional existing multi-family development at this intersection is an appropriate transition in the development pattern that has been established for this area. the proposed development is uniquely situated between an existing multi-family development, a mobile home park, and non-residential uses. A mixed-use development as proposed provides for infill development as well as a transitional use for the surrounding area. This mixed-use community will provide the necessary supply of residential housing stock (see Exhibit A) that is currently in under-supply and will thus strengthen and diversify the community's economy by providing a diversity of housing options as well as new employment options and opportunities. All of these factors will work collectively to make this area a vibrant economic contributor to the City's economy.

e. Pre-Mature Development

See Exhibit B. The proposed zoning district will not create premature development. It is in an already developed area that is targeted for annexation and growth pursuant to the City

Comprehensive Plan. The parcel being annexed is surrounded by City properties and its annexation into the city meets all applicable statutory requirements as set forth herein.

2. SUITABILITY ANALYSIS -Water, Sewer, Emergency Services, Schools, Parks.

Further facilities analysis and capacity demands of the proposed development are being provided with this amendment. The following standard condition of approval is anticipated to be included as well for this project addressing public facilities: The City shall provide water and/or wastewater service to the project. A utility service agreement shall be executed and a master utility plan for the project shall be submitted for review and approval prior to construction plan approval. The developer shall construct all water and wastewater facilities within the development to current City standards. The development will be required to build a neighborhood park. There is also a YMCA in close proximity to the development. The site will be served by Pasco County Schools and Fire and City Police Services. There are two Pasco County Fire Stations in close proximity to the site, Station #16 and #25.

3. RESIDENTIAL IMPACT STATEMENT

The property is surrounded by residential and non-residential development including but not limited to existing apartments, a hospice facility, mobile home park, a bank and VA clinic under construction. The Applicant has included a variety of raw data in this package regarding the population growth projections in the area and the significant need for additional housing to the area as well as housing types to address the existing housing affordability crisis. Given the existing mix of development surrounding the property and the availability of sufficient infrastructure to serve it, no o negative impacts are anticipated.

Exhibit List

Deeds
Concept Plan
Existing Future Land Use
Proposed Future Land
Existing Zoning
Proposed Zoning
Natural Resources
Aerial Map of Site and Surrounding Area
Topographic and Survey
Cultural Assessment
Environmental Report
Traffic Methodology

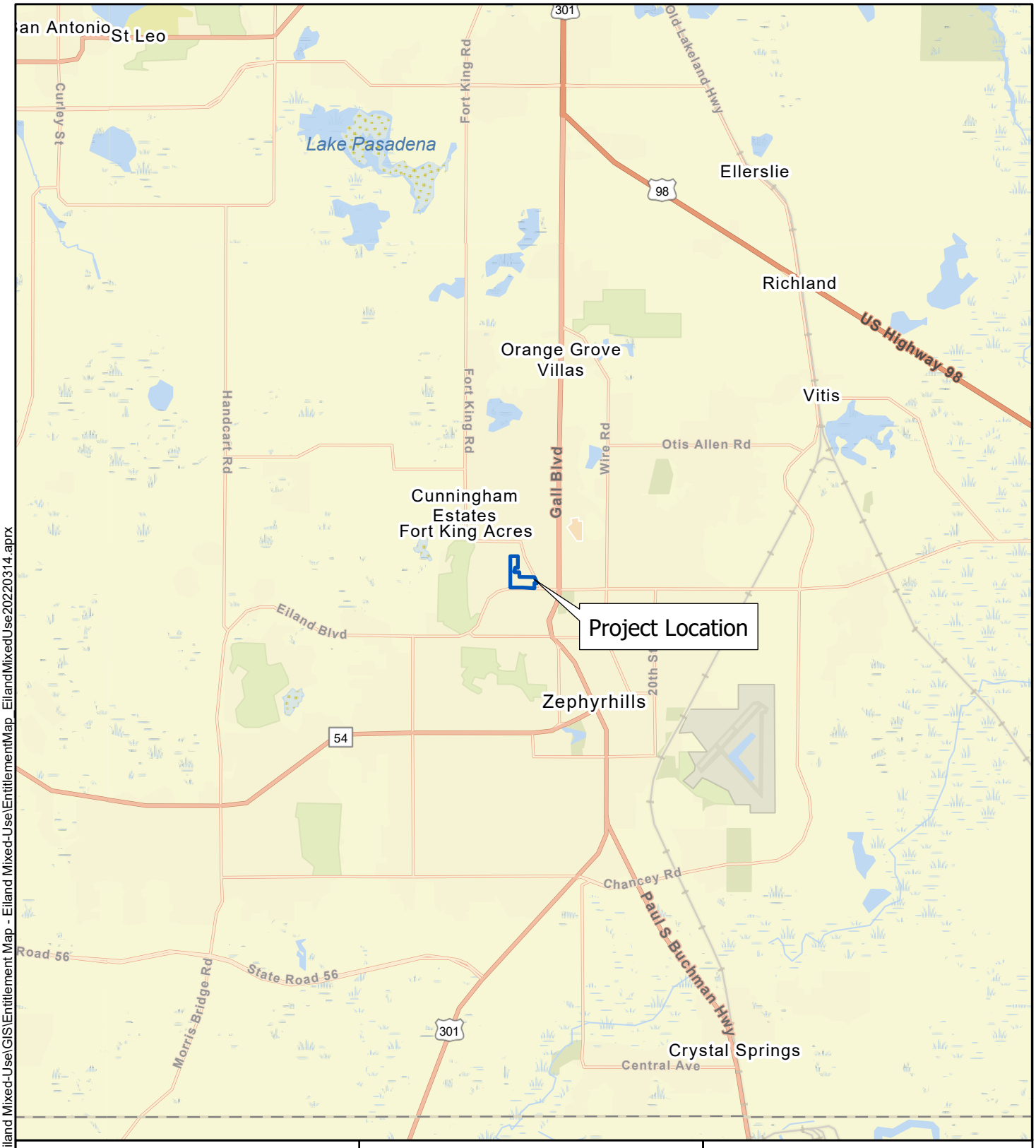




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Figure 1: Location Map
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 1 of 9

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Job No.: 9585-00	Date: Mar 14, 2022

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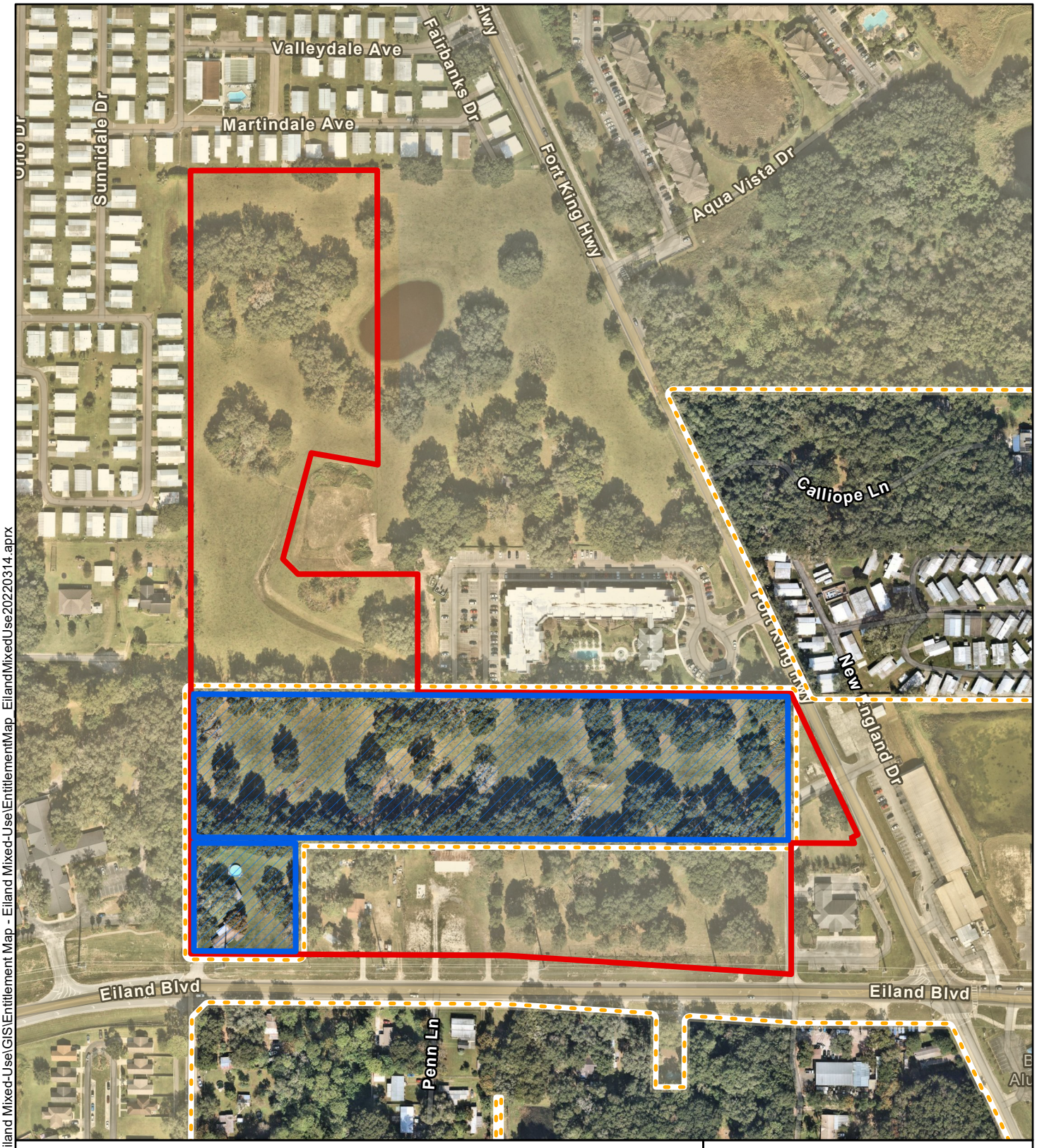

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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Basemap: NearMap November 14, 2021

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Feet

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Figure 2: Aerial Project Location
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 2 of 9

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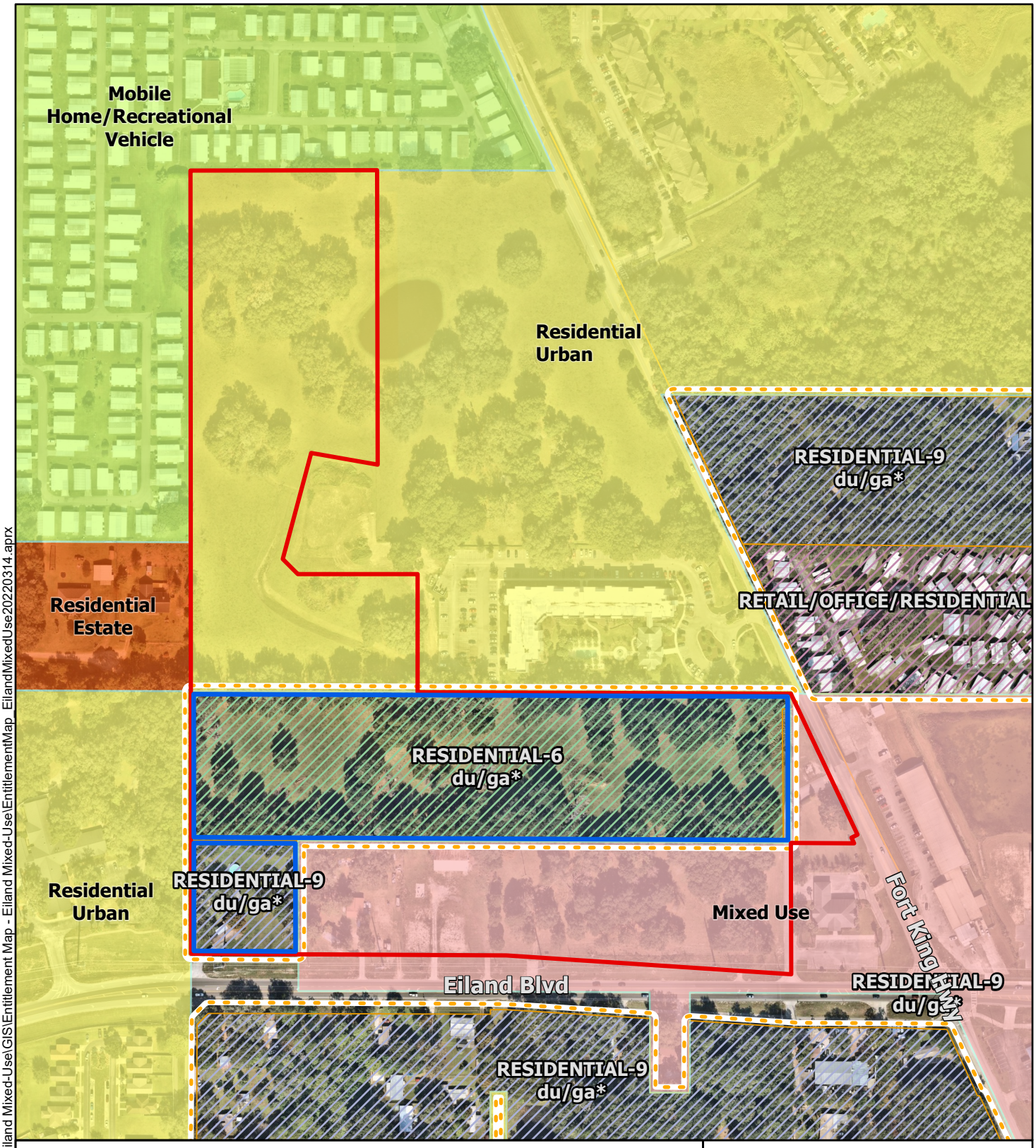
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Existing Future Landuse (Pasco)

- RESIDENTIAL-6 du/ga*
- RESIDENTIAL-9 du/ga*
- RETAIL/OFFICE/RESIDENTIAL

Existing Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

N

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Figure 3a: Existing Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 5 of 9

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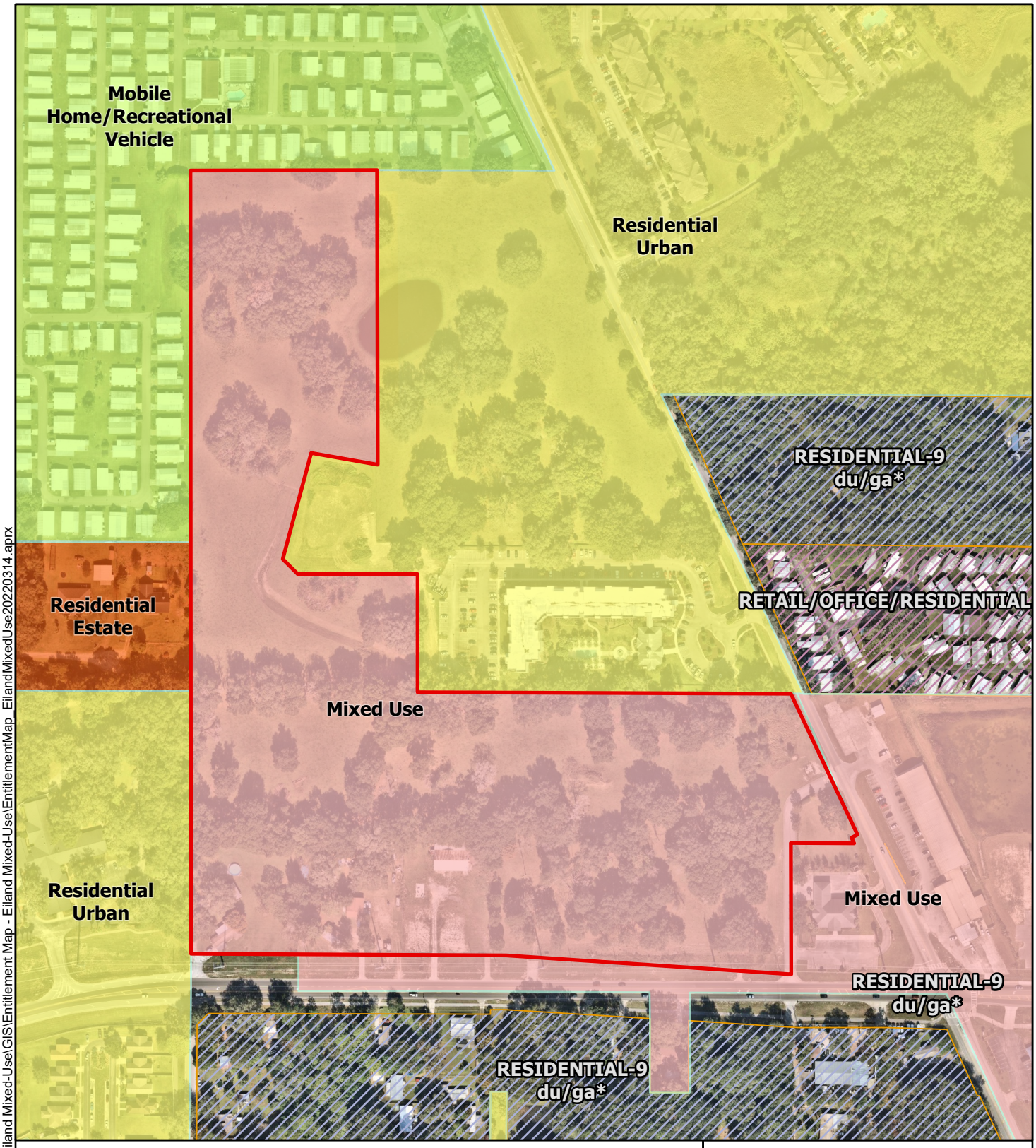
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Subject Property Boundary

Proposed Future Land Use (Zephyrhills)

- Mixed Use
- Mobile Home/Recreational Vehicle
- Residential Estate
- Residential Urban

Proposed Future Land Use (Pasco)

- EMPLOYMENT CENTER
- GATEWAY HUB

N

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Feet

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Figure 3b: Proposed Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 6 of 9

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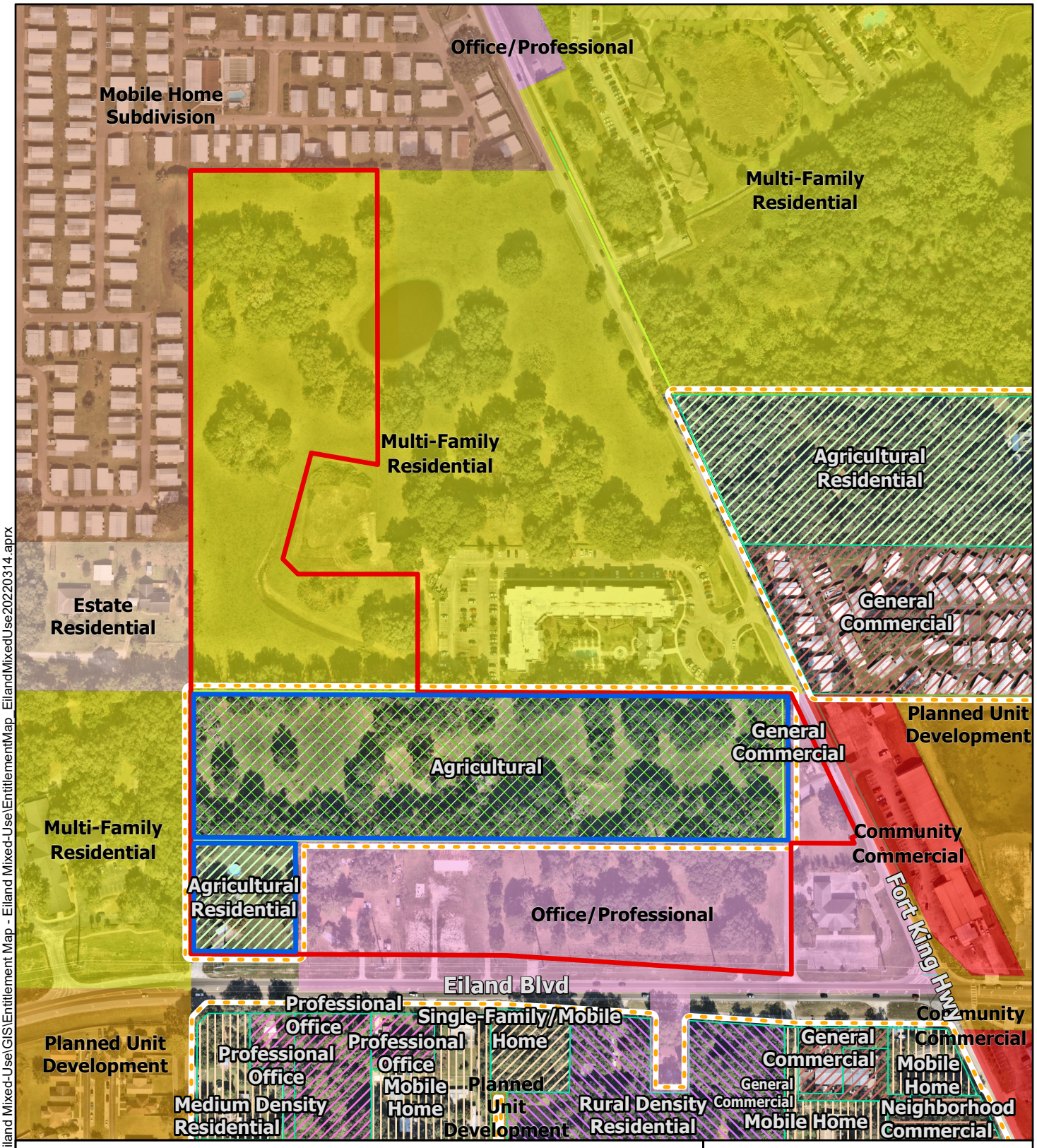
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Zephyrhills City Zoning

- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Zoning

- Agricultural
- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

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Figure 4a: Existing City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 3 of 9

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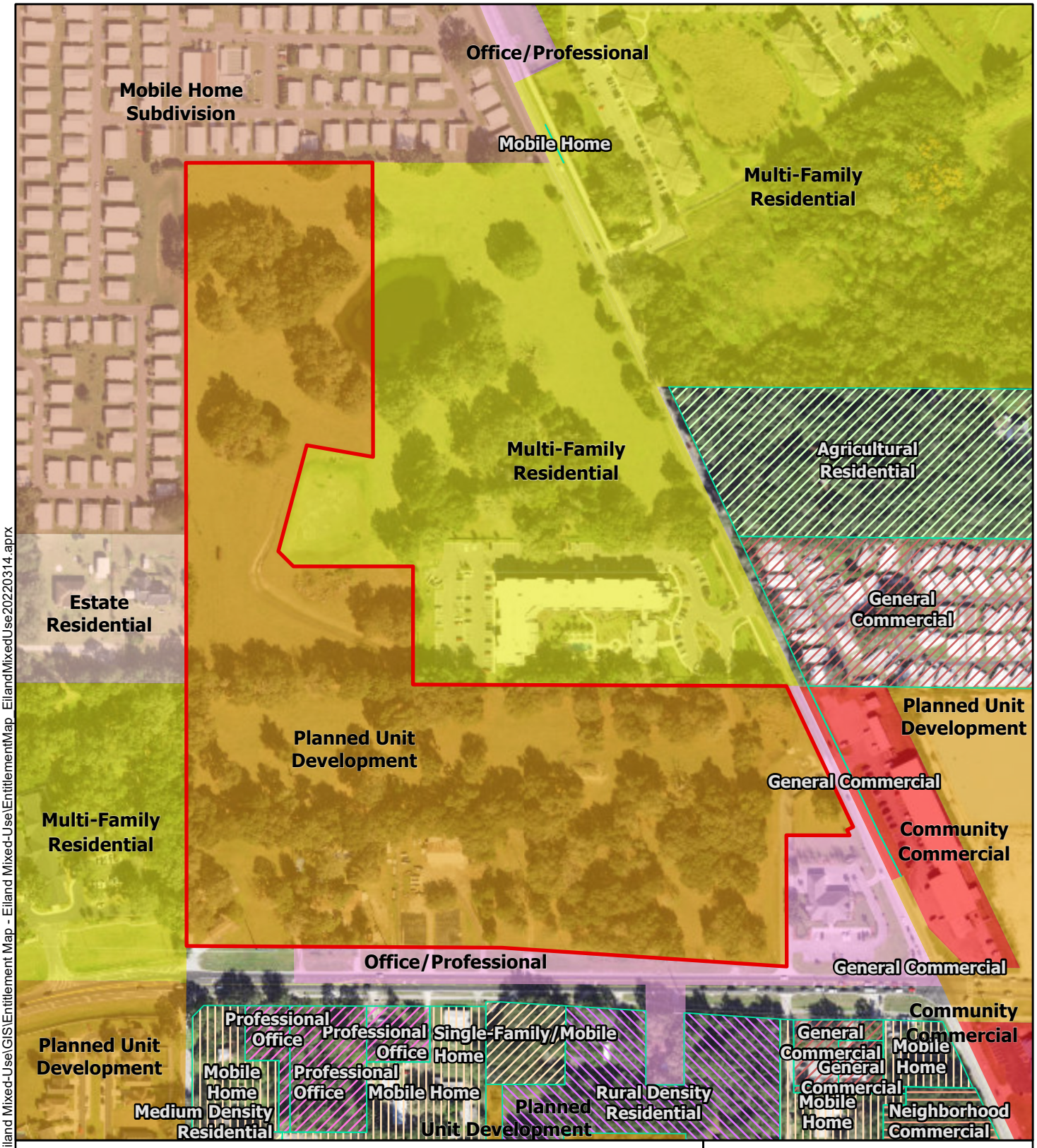
Job No.: 9585-00	Date: Mar 14, 2022



Legend

- Subject Property Boundary

Zephyrhills Proposed Zoning

- Community Commercial
- Estate Residential
- Mobile Home Subdivision
- Multi-Family Residential
- Office/Professional
- Planned Unit Development

Pasco County Proposed Zoning

- Agricultural Residential
- General Commercial
- Medium Density Residential
- Mobile Home
- Neighborhood Commercial
- Professional Office
- Rural Density Residential
- Single-Family/Mobile Home

N

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Figure 4b: Proposed City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 4 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

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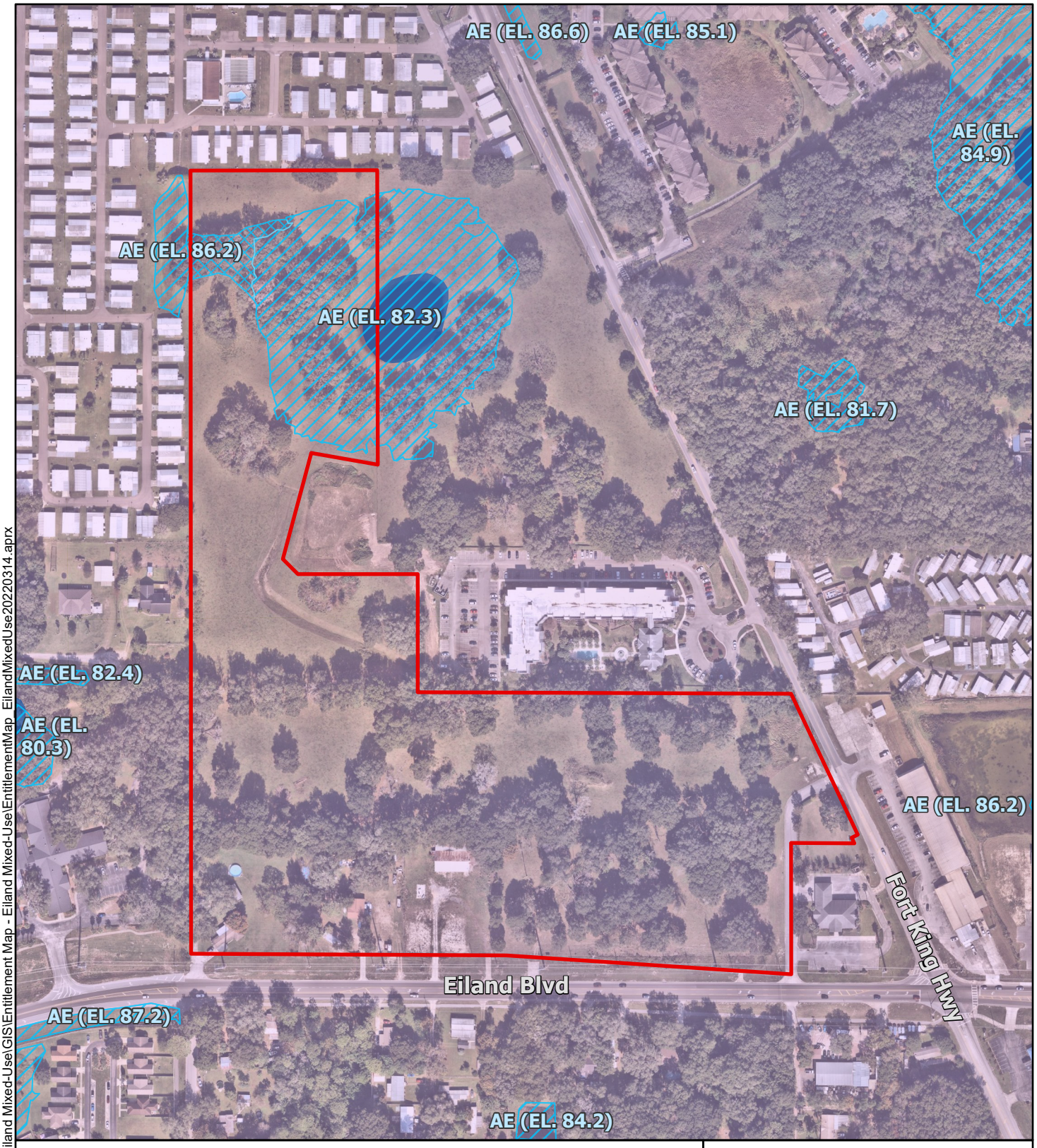

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Legend

- Subject Property Boundary
- Lake
- Aquifer Recharge Zone (Recharge 0.01 - 3 inches/yr)

Zone

- A
- AE
- X

N

0 200 400

Feet

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Figure 5a: Floodplains
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 7 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

- Subject Property Boundary
- Lake

Wetlands (Pasco County Classification)

- Type 1
- Type 2
- Type 3

N

0 200 400

Feet

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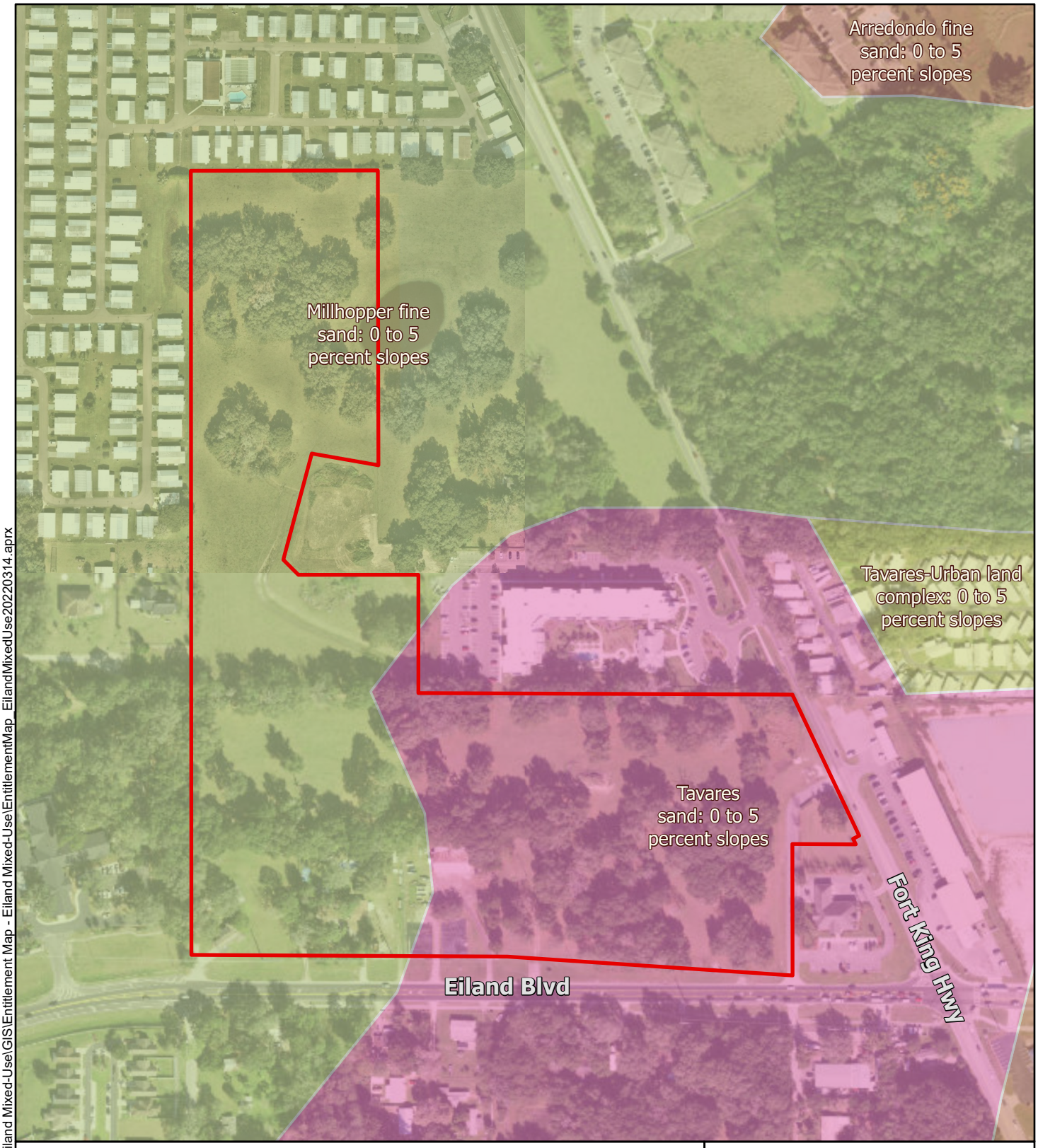
Figure 5b: Wetlands
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 8 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022



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Legend

Subject Property Boundary

Soils

- Arredondo fine sand: 0 to 5 percent slopes
- Millhopper fine sand: 0 to 5 percent slopes
- Tavares sand: 0 to 5 percent slopes
- Tavares-Urban land complex: 0 to 5 percent slopes

*No Environmental Protection Units or Significant Wildlife Habitats occur within the map extent.

N

0 200 400

Feet

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Figure 5c: Natural Resources
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 9 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

EXHIBIT A
SECTION 163.3177(6)

There is no increase in land area residential density proposed by this amendment. The land is already allocated too residential. This amendment is limited to a change in FLU from a County Designation to a City MU FLUM to accommodate residential and non-residential development at the PUD rezoning level. Please find attached a study regarding the severe housing shortage in the United States dated February 27, 2020, The Housing Supply Shortage, State of the States, by Freddie Mac (Attachment 1).According to the Freddie Mac study, "The Major Challenge of Inadequate US Housing Supply", 2.5 million additional housing units will be needed to make up this shortage. They estimate that 29 states, including Florida, have a housing deficit. When limiting their study to these 29 states, the housing shortage actually increases from 2.5 million units to 3.3 million units. This is important to factor in as vacancies across state lines do not necessarily help a shortage in another state (e.g., vacancies in Maine do not help housing shortages in Florida).

The article further describes how vacancy rates are looked at to track the vitality of the housing market. A low vacancy rate means demand for housing is outstripping supply. As can be seen on the attached article's diagram, each state was evaluated to track vacancy rates vs historical vacancy. For example, the State of Florida is shown at -3.43. This indicates a tight housing market in that housing vacancy from 2018 is less than the historical vacancy rate. Freddie Mac anticipates that this housing shortage will take at least 10 years to correct. The article also emphasizes how high housing costs have limited household formation and has particularly hit the millennial generation hard as well as all age groups with the State of Florida listed as one of the top states for missing households due to high housing costs.

Last but not least, the report details housing stock deficit as a proportion of a state's housing stock. Florida is in the top 5 states with a housing stock deficit of over 5%. All of these factors are clear signals to jurisdictions to find creative and innovative ways to promote housing stock and keep prices affordable. States such as California, Texas, and even a municipality, the City of Minneapolis are chipping away at zoning restrictions to loosen up the market and promote supply. For example, Oregon passed legislation eliminating exclusive single-family zoning in much of the state. The City of Minneapolis was the first major city in the country to eliminate single-family zoning and allow three (3) units on properties zoned single family.

This relates directly to the city due to its role in the Tampa Bay Region and as a municipality adjacent to Pasco County. Pasco County and Manatee County are the likely relievers for the Region. According to BEBR, Pasco County's population was at 542,638 as of 4/1/2020 and is projected to grow to 720,500 (using the Medium) by 2045. This represents an increase of 133% over the next 24 years. However, the County is at risk of exacerbating the housing shortage through policies that restrict housing supply. Restrictive housing supply policies include the recent multifamily moratorium and the prior adoption of the NE Pasco Rural Protection Area which essentially removes about 53,000 acres from the potential to absorb growth needs. Although, the restrictions on this area were adopted through community involvement to protect their rural way of life, it essentially has the effect of limiting growth and infrastructure on over 53,000 acres in

Pasco County. This does have implications and can result in spillover pressures to other areas such as the area subject to this amendment.

EXHIBIT B

PREMATURE DEVELOPMENT/URBAN SPRAWL ANALYSIS
163.3177(6)(a)9.and 9.b, F.S.

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl.

a. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl is listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

RESPONSE: This is not applicable as it does not represent a substantial area of the jurisdiction. There is no effective net increase in density with the proposed PUD.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

RESPONSE: This is not applicable. Furthermore, the proposed amendment does not seek to designate significant amount of urban development to occur in rural areas at substantial distances from existing urban areas. This area is undeveloped, available, suitable for development and is adjacent to and in direct proximity of future designated urban areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

RESPONSE: This is not applicable as the project is not emanating from existing urban Developments.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

RESPONSE: This is not applicable. Please refer back to the original application which includes Reports and maps on natural resources and features.

(V) Fails to adequately protect adjacent agricultural areas and activities, including

silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

RESPONSE: This is not applicable. This proposed amendment will not risk protection of adjacent agricultural activities listed. The corresponding PUD master plan and conditions of approval will be required to comply with all buffering requirements per the LDC.

(VI) Fails to maximize use of existing public facilities and services.

RESPONSE: This is not applicable. See Response to VII below.

(VII) Fails to maximize use of future public facilities and services.

RESPONSE: This is not applicable. The applicant fully intends to maximize existing and future public facilities and services. The corresponding PUD conditions of approval will include all of the City's standard conditions with regard to utilities.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

RESPONSE: This is not applicable as the project. There is capacity to serve the development from all services. The applicant fully intends to maximize existing and future public facilities and services. The corresponding PUD conditions of approval will include all of the city's standard conditions with regard to utilities.

(IX) Fails to provide a clear separation between rural and urban uses.

RESPONSE: This is not applicable as the property is surrounded but urban uses. However, the zoning will address any required separations through buffering, preservation of natural features, and master planning to ensure compatibility with surrounding areas.

(X) **Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.**

RESPONSE: This is not applicable as this project is not part of any existing neighborhood or community. The zoning will be PUD.

(XI) Fails to encourage a functional mix of uses.

RESPONSE: This is not applicable as this will be a mixed-use PUD and will serve as the mechanism to ensure that the mix of uses are functional. The development is going from a Res-6 to MU land use.

(**XII) Results in poor accessibility among linked or related land uses.**

RESPONSE: This is not applicable and in contrast it fosters accessibility amount linked and related land uses through the master planning/design process. Please see the corresponding PUD master plan and land use maps.

(XIII) Results in the loss of significant amounts of functional open space.

RESPONSE: This is not applicable as the proposed amendment does not result in a significant loss of functional open space.

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

RESPONSE: Yes, this amendment locates associated land development in direct proximity of other non-residential uses. All applicable natural resources and ecosystems are proposed to be protected in conjunction with and as demonstrated on the corresponding PUD master plan. All environmental permitting requirements shall be complied with as required by the applicable agency throughout the development process.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services

RESPONSE: Yes, this amendment promotes the efficient and cost-effective provision or extension of public infrastructure and services Please see the attached Utilities Services Capacity Statement.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

RESPONSE: Yes, the amendment will promote walkable and connected communities and a mix of densities and intensities. To our knowledge, there are no transit routes planned in this area; however, the PUD will address and include all of the standard language with regard to transit opportunities.

(IV) Promotes conservation of water and energy.

RESPONSE: Yes, all of the typical water and energy conservation measures will be followed and implemented through the PUD rezoning and permitting process.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

RESPONSE: This is not applicable as the area is already designated for residential land uses.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

RESPONSE: Yes, the PUD master plan will preserve open space, natural lands will be preserved, and park space will be provided consistent with the City LDC.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

RESPONSE: Yes, the proposed amendment does create a balance of land uses based upon demands of the residential population for the nonresidential needs of an area. As further discussed in the population and land area demand sections, as of the fourth quarter of 2020, the US faces a housing shortage of an estimated 3.8 million units, according to Freddie Mac (See Exhibit A and related attachments). A report published by Harvard University's Joint Center for Housing Studies indicated that the residential market is significantly under-supplied and that is a result of "the low level of homebuilding since the mid-2000s.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

RESPONSE: This is not applicable.

Conclusion: As the proposed amendment satisfies at least four (4) of the above reference provisions, the amendment as proposed discourages the proliferation of urban sprawl.

Eiland Blvd

Zephyrhills, Florida

01

09.14.2022

21-42B

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04

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Zephyrhills, Florida

05

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2022 Penny for Pasco Renewal Campaign

Promises Made…Promises Kept

Agenda

- History of the Penny for Pasco
- What has the Penny done in the past?
- What will the renewed Penny do if approved?
- Next steps







Vote Yes! Keep The Penny For Pasco!

Who am I and why am I here?

Pasco's Citizens Committee = Concerned Citizens

Michael J Cox, CFP®

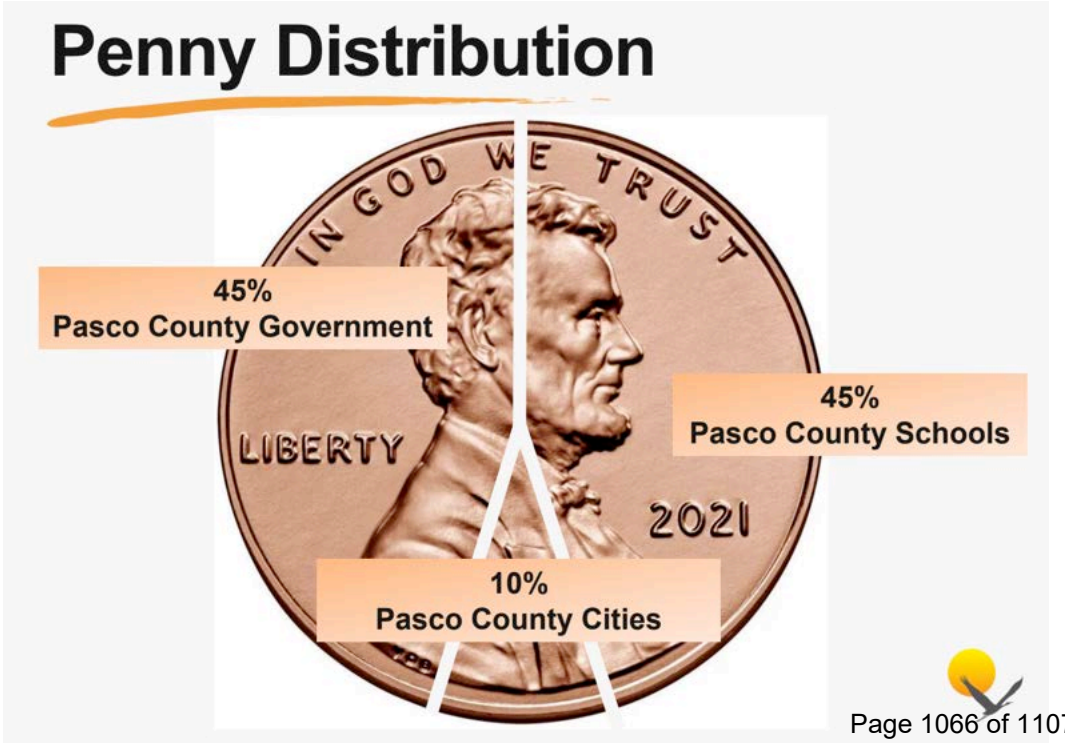
- Former Councilman & Mayor
  City of Port Richey
- Former Vice Chairman Pasco
  Pasco County Commissioner



Vote Yes! Keep The Penny For Pasco!

History of the Penny for Pasco

- First approved in 2004
  - ➢ enacted for 2005-2014
  - ➢ collected over $320 million
- Renewed in 2012 by nearly 70%
  - ➢ enacted for 2015-2024
  - ➢ estimated to collect over $700 million



Vote Yes! Keep The Penny For Pasco!

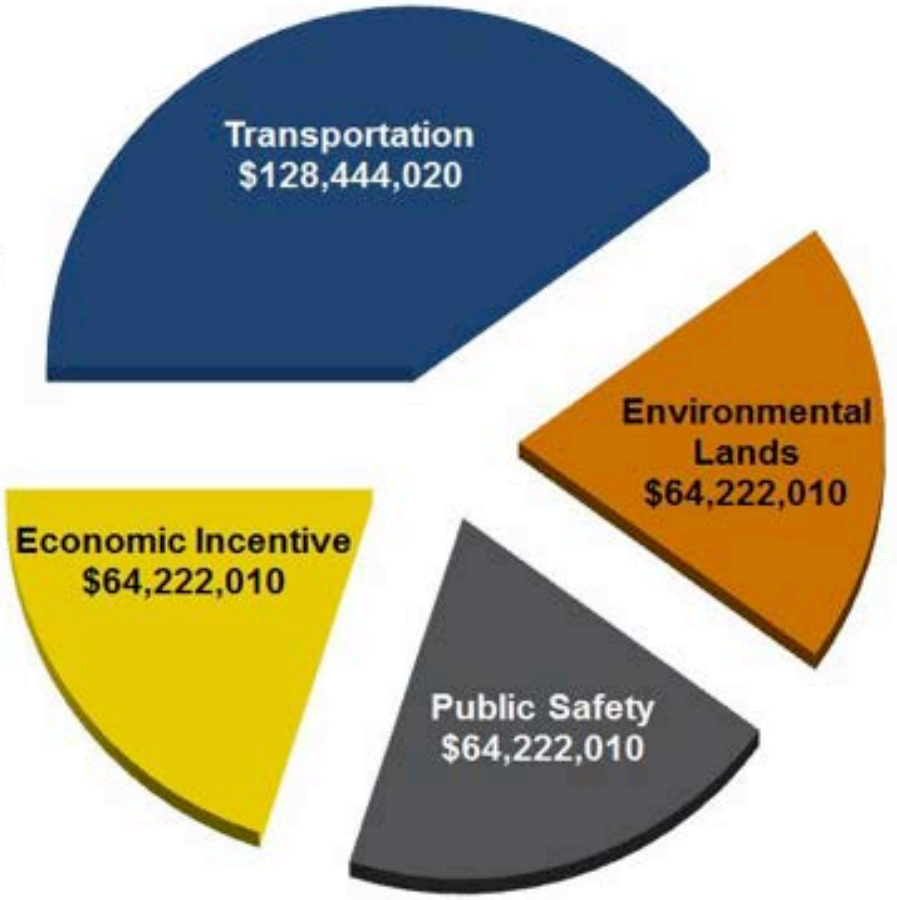
History of the Penny for Pasco – County Portion

2015 – 2025

Pasco County (45%)

$321,110,050.83

All dollar amounts represent estimated projections



Vote Yes! Keep The Penny For Pasco!

History of the Penny for Pasco

The Penny for Pasco is a one cent per each dollar per sale (sale amount up to $5,000), providing designated funds for:

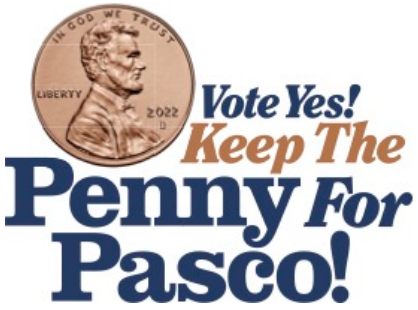
- economic development,
- public safety vehicles and equipment,
- conservation of land and natural resources,
- transportation infrastructure improvements,
- enhancements for educational facilities,
- provides critical funding for Pasco's six Cities.

Bottom Line…It's a Quality of Life issue



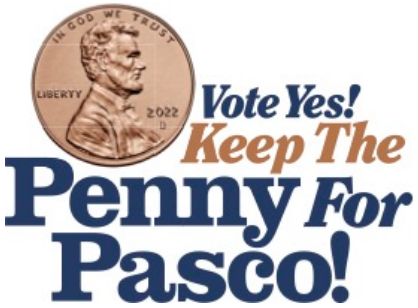
Vote Yes! Keep The Penny For Pasco!

What has the Penny done in Zephyrhills?



School Projects in Zephyrhills:

- Stewart Middle School – Remodeled with first Penny for Pasco
- Woodland Elementary and Zephyrhills High School remodeled with existing Penny for Pasco
- West Zephyrhills Elementary slated for renovation with next Penny for Pasco, if it is renewed.



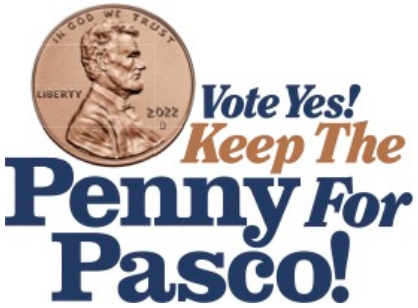
County Projects in Zephyrhills:

Past Projects

- City of Zephyrhills – Airport Sewer
- CR 54 from east of US 301 to 23rd St. – roadway improvements

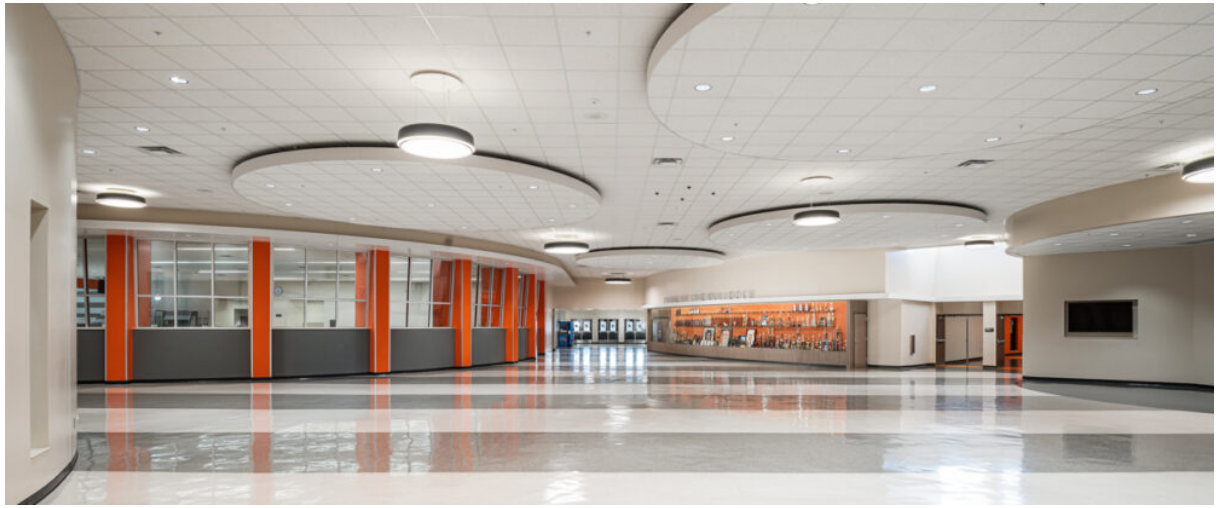
Future Projects if the Penny for Pasco is approved

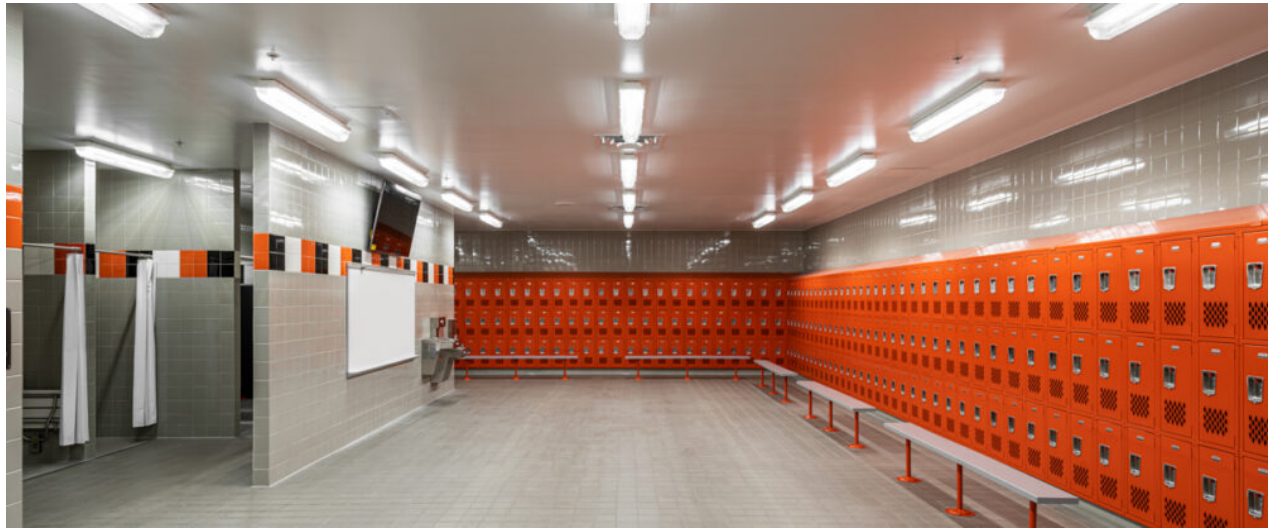
- Sidewalks/Multi-use Paths
  - Eiland Blvd A from North of S.R. 54 to Handcart Road Multi-Use Path
  - Eiland Blvd B from Handcart Road to US 301 Multi-Use Path
  - Wire Road from Pretty Pond Road to CR 54 Sidewalk





Zephyrhills High School Renovations paid for with Penny for Pasco funds





Vote Yes! Keep The Penny For Pasco!

Zephyrhills

- 7th Street Improvements
- Building Maintenance/Upgrades
- Carriage House Renovations
- City Hall Construction & Loan
- City Yard Expansion/Remodel
- Fire Station #2 Improvements
- Hercules Park
- Jeffries House Renovations
- Library Renovations
- Park Improvements
- Police Station Construction Loan
- Public Safety
- Skateboard Park Construction
- SR 54 East Design Costs
- SR 54 East, East of Hercules
- Street Improvements
- Sarah Vande Berg Tennis Center Construction
- Sarah Vande Berg Tennis Center Phase II
- WWII Barracks Project
- Z-Event Center Construction



SVB Tennis Center

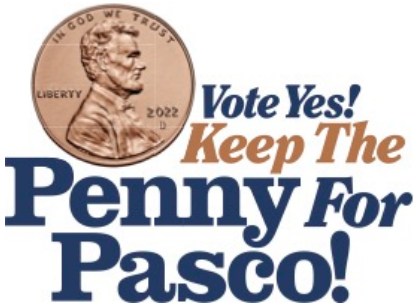


Zephyrhills City Hall



Zephyrhills Skate Park

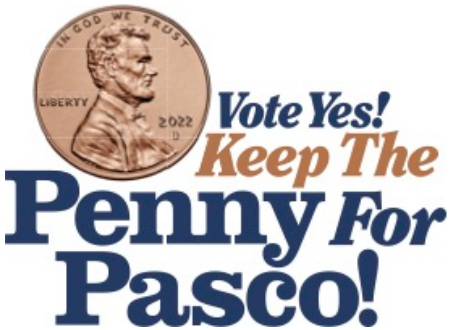
Other Penny for Pasco Projects



Public Safety 20%

Current Penny – Completed

- Vehicles and Upfitting (Pasco Sheriff's Office)
- Periodic Wholesale Equipment Replacements
- Ambulance Purchase
- Brush Truck Purchase
- Fire Rescue Boat Purchase (currently out to bid)
- Firefighter Turnout Gear Ensembles & Washing Machines
- Stair Chair Lifting Devices
- Utility Task Vehicle & Trailer
- Training Center Remodel
- Decontamination Depot (currently out to bid)
- Fire Station Alerting System (countywide)
- Fire Station 13 on Old Pasco Road in Wesley Chapel
- Diesel Exhaust Capture Devices in Remaining Stations (future project)
- Semi-Tractor to Pull Hazardous Materials Equipment Trailer (future project)







- Ambulances
- Mobile Electrocardiogram Monitors

Vote Yes! Keep The Penny For Pasco!



Vote Yes! Keep The Penny For Pasco!

Public Safety Technology as well as Police Vehicles



Vote Yes! Keep The Penny For Pasco!

Anclote Elementary School Renovations paid for with Penny for Pasco funds



Mettler Toledo

Economic Incentives for New Businesses Moving to Pasco County



Harrod Properties

Vote Yes! Keep The Penny For Pasco!

Moffitt Cancer Center Complex

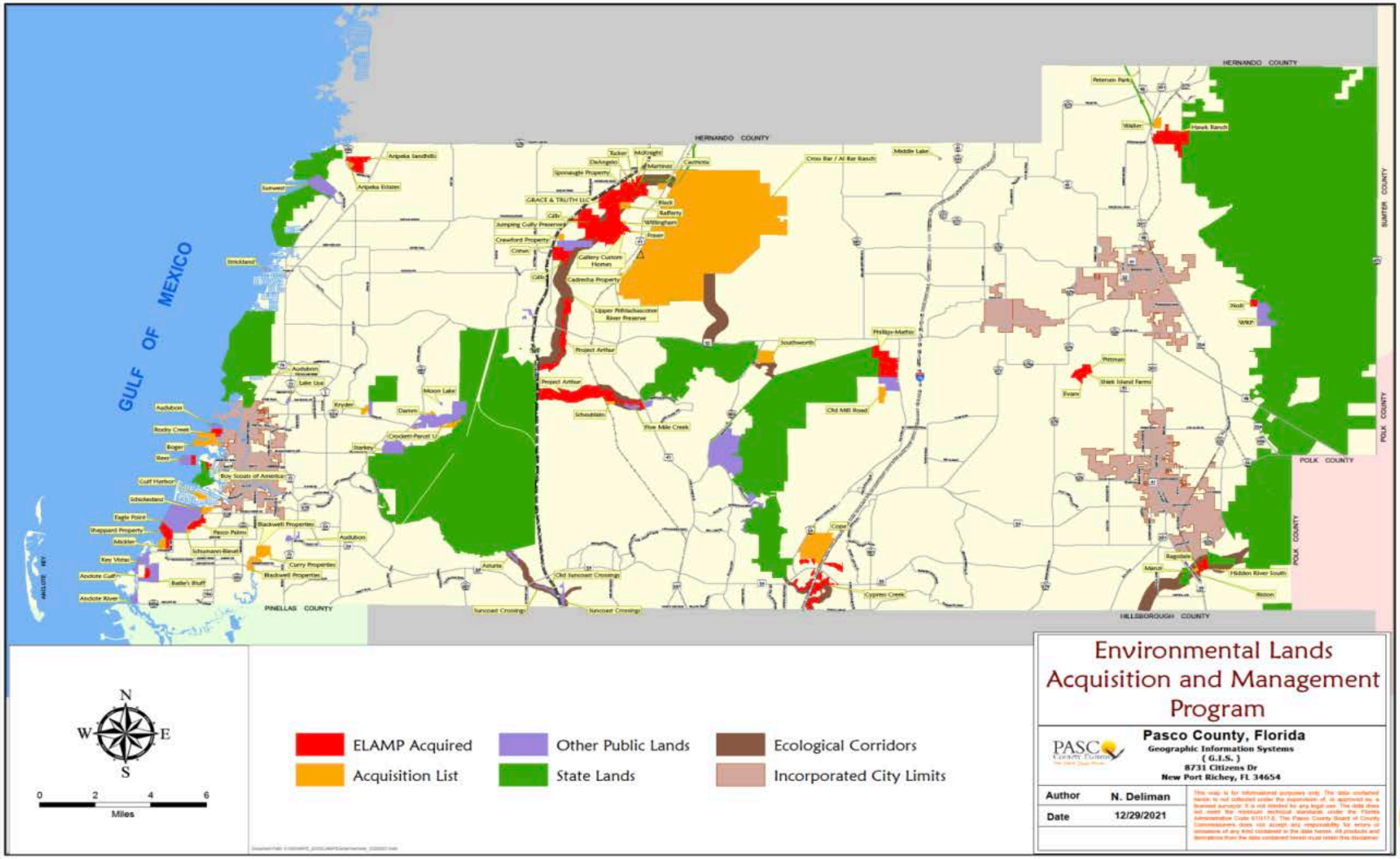


- 16 Million Square Feet
- Contribution to County GDP: $1.942 billion*
- Penny for Pasco funding: $25,700,000
- 14,500 New Full-Time Jobs*

**Estimates provided by Moffitt*

Vote Yes! Keep The Penny For Pasco!

ELAMP Protected Lands



Vote Yes! Keep The Penny For Pasco!

ELAMP Conservation Lands - Crockett Lake

- Acquisition Year – 10/2021
- Cost – $6,828,661
- Acreage – 520
- Acreage in Ecological Planning Unit – 132





Vote Yes! Keep The Penny For Pasco!

ELAMP Conservation Lands - Ballies Bluff

- Acquisition Year – 12/22/2011
- Cost – $2,434,066
- Acreage – 110





Vote Yes! Keep The Penny For Pasco!

ELAMP Conservation Lands - Cypress Creek

- Acquisition Year – 5/01/2010
- Cost – $36,000 (land given in lieu of proportionate share of road costs)
- Acreage – 255
- Acreage in Ecological Planning Unit – 239
- Acreage in Ecological Corridor - 116





Vote Yes! Keep The Penny For Pasco!

Transportation 40%

Current Penny – Project Specific

- Coastal-Anclote Trail
- Cecelia Drive at Baillie Drive Safety Improvements
- County Line Road Sidewalk from Northpointe East for 1,700 feet to existing sidewalk
- Cummer Road sidewalks from US 301 to proposed Lacoochee Community Center, Lacoochee ES to Stanley Park and proposed Lacoochee Community Center
- Ehren Cut-Off crash reduction (safety edge and audible vibratory pavement markings)
- Embassy Boulevard sidewalk from US 19 to Shoppers Way
- Emergency fire signal at US 301 at SR 575
- Fox Hollow Drive sidewalk from El Camino to Palm Avenue
- Marine Parkway pedestrian safety rapid flash beacons
- Moon Lake Road at Tree Breeze Drive traffic signal
- Regency Park pedestrian safety rapid flash beacons
- Rowan Road from Massachusetts Avenue North for 1,000 feet
- Shady Hills Road at County Line Road (turn lanes)
- Starkey Trail Extension (from existing Starkey Trail to Pinellas County)



Transportation 40%

Current Penny – In Progress

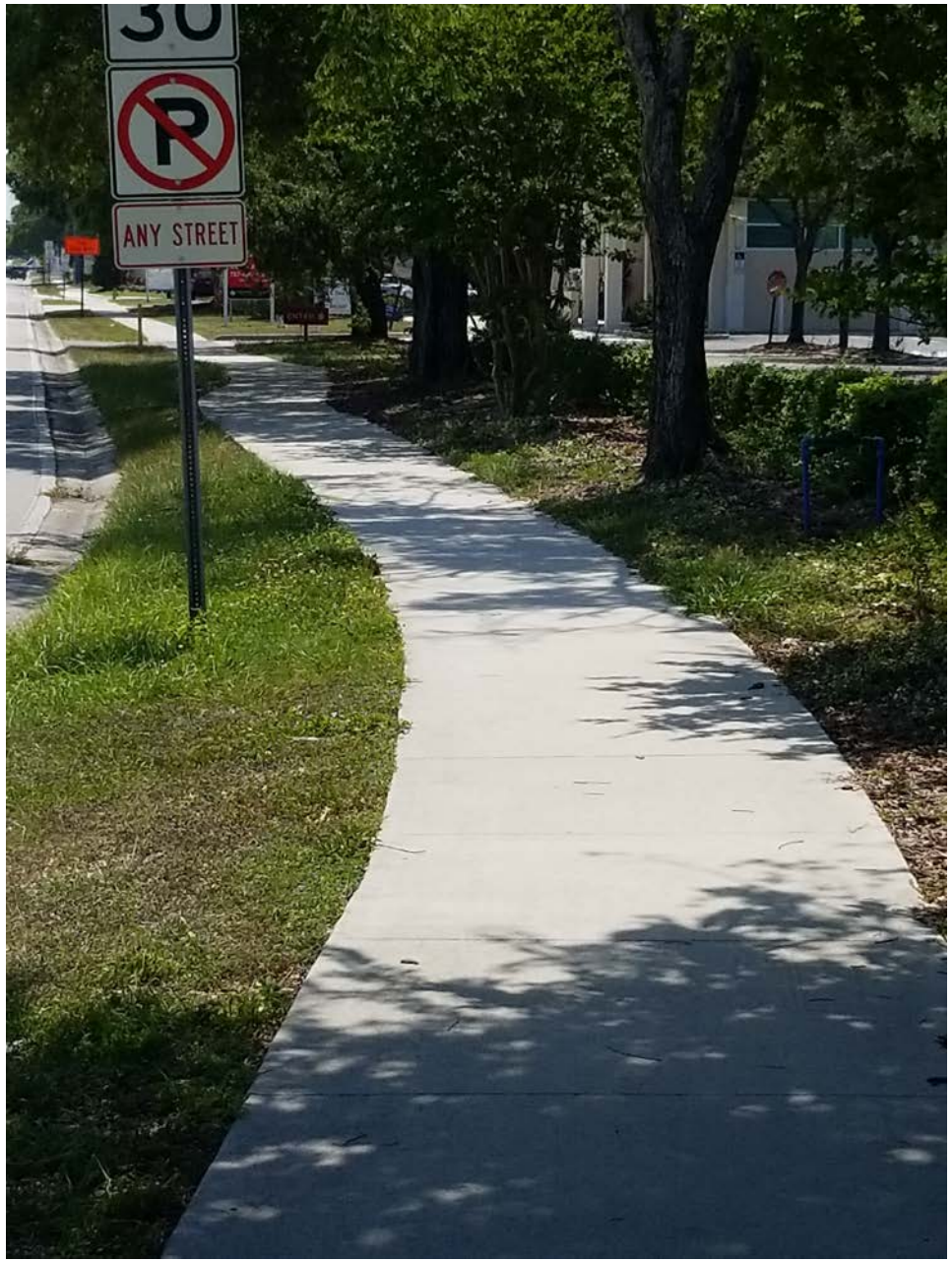
- Withlacoochee Trail
- Bi-County Trail (Orange Belt)
- Clinton Avenue and Prospect Road Intersection
- CR 54 from East of US 301 to 23rd Street
- Fivay Trail
- Interchange at I-75 and Overpass Road
- SR 54 @ Suncoast Trail Bicycle/Pedestrian Overpass
- US 41 and SR 52 Improvements

Current Penny - Scheduled

- Advanced ROW Acquisition
- Little Road at Denton Avenue (turn lanes)
- SR 52 @ Suncoast Trail Bicycle/Pedestrian Overpass



Embassy Blvd. Sidewalk from U.S. 19 to Shoppers Way paid for with Penny for Pasco funds



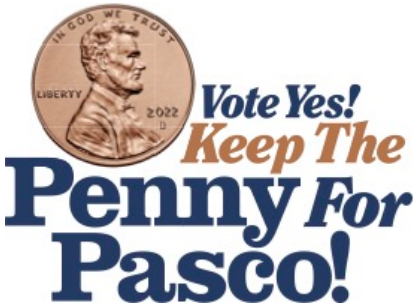
Vote Yes! Keep The Penny For Pasco!

Emergency Fire Signal at US 301 at SR 575



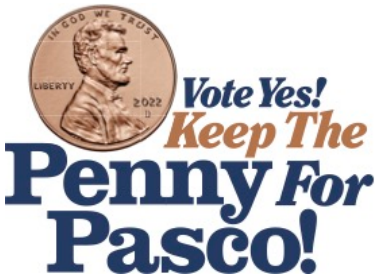
Vote Yes! Keep The Penny For Pasco!

What will the Penny for Pasco do if renewed?



Proposed Penny for Pasco Revenue – 2nd Renewal (15 years)

Revenue Estimates	Amount
Distribution to School District (45%)	$856,148,542
Distribution to County (45%)	856,148,542
Distribution to Municipalities (10%)	190,255,232
Total	**$1,902,552,316**





Penny for Pasco– 2nd Renewal (Pending Approval)

School District-Wide Technology and Infrastructure

Computers

Significantly increase number of student computers/devices – $44,985,600

Network Infrastructure

Replace and upgrade the existing network infrastructure in schools to ensure a more reliable and robust network and student experience - $28,697,601

Vote Yes! Keep The Penny For Pasco!



Penny for Pasco– 2nd Renewal (Pending Approval)

New Schools

- **New Elementary School (Bexley)**
  Central Pasco (Bexley area) - $43,120,000
- **New K-8 School (Central Pasco)**
  Central Pasco Employment Village - $97,300,000
- **New K-8 School (Smith 54)**
  54 Corridor between Land O' Lakes Blvd. and Suncoast Parkway - $71,050,000
- **School Complex (Villages of Pasadena Hills)**
  Villages of Pasadena Hills $97,300,000
- **Gulf Middle School (New Construction)**
  Replace a majority of school building - $67,310,000
- **West Zephyrhills Elementary School (New Construction)**
  Replace a majority of school building - $38,440,000

Vote Yes! Keep The Penny For Pasco!



Penny for Pasco– 2nd Renewal (Pending Approval)

School-Wide Renovations

- **Pasco High School**
  New cafeteria and kitchen, new classroom wing, remodel of media center - $28,600,000
- **Wesley Chapel High School**
  School-wide renovations - $35,816,000
- **J.W. Mitchell High School**
  School-wide renovations - $35,816,000
- **River Ridge High School**
  School-wide renovations - $46,150,000
- **River Ridge Middle School**
  School-wide renovations - $46,150,000

Vote Yes! Keep The Penny For Pasco!



Penny for Pasco– 2nd Renewal (Pending Approval)

School-Wide Renovations

- **Fox Hollow Elementary School**
  School-wide renovations - $25,935,000
- **Dr. Mary Giella Elementary School**
  School-wide renovations - $20,400,000
- **Cypress Elementary School**
  School-wide renovations - $25,270,000
- **Calusa Elementary School**
  School-wide renovations - $8,568,000
- **San Antonio Elementary School**
  School-wide renovation and add student capacity - $33,053,440
- **Chester W. Taylor Elementary School**
  School-wide renovations and add student capacity - $20,800,000

Vote Yes! Keep The Penny For Pasco!



Penny for Pasco– 2nd Renewal (Pending Approval)

School District-Wide Impact

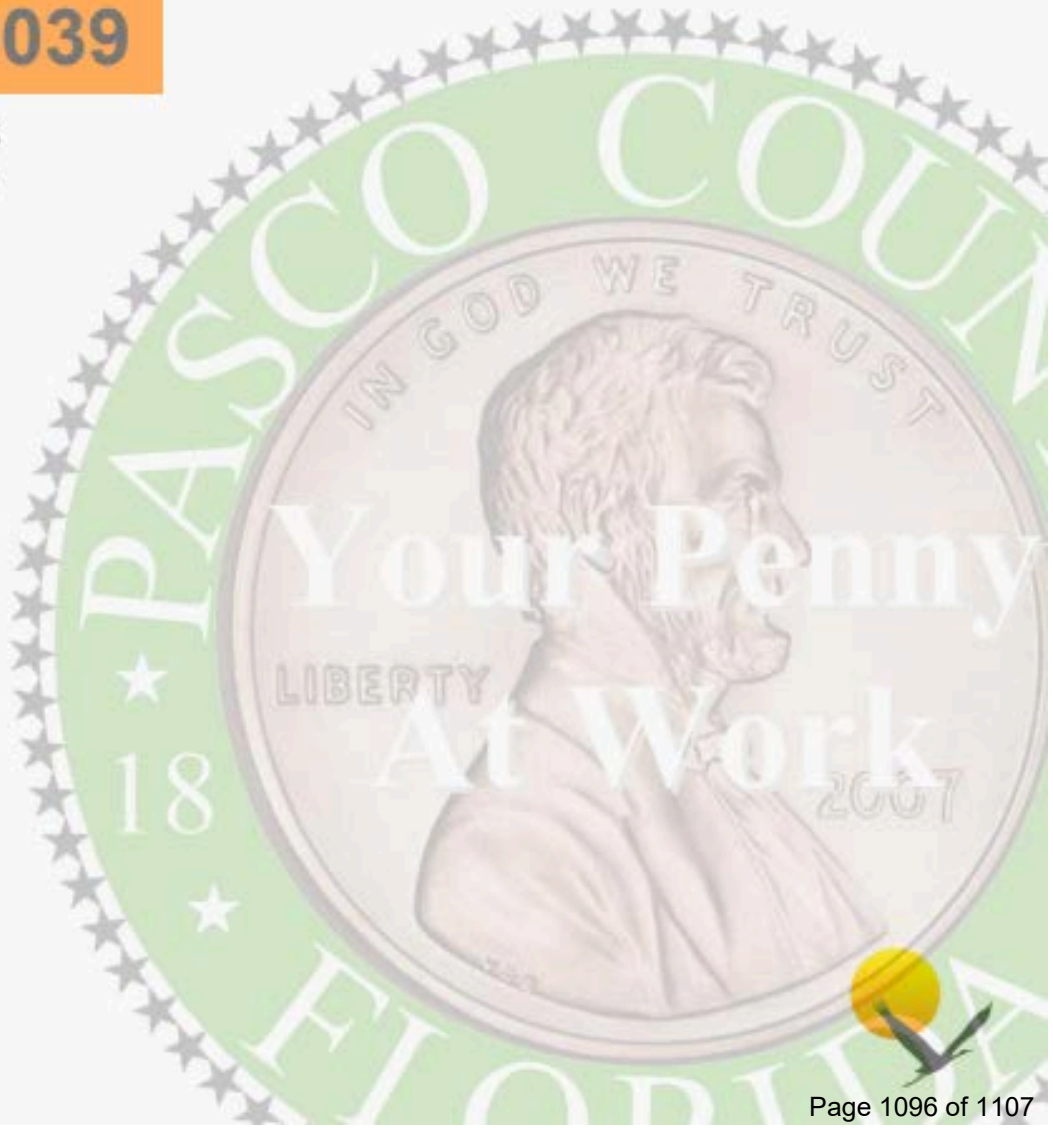
- **Energy Marine Center**
  Renovations - $17,780,000
- **Transportation Depot – Alternative Energy**
  New alternative energy station and bus garage
  Central/East Pasco - $14,060,000
- **School Traffic Improvements**
  Improvements to pick-up and drop-off
  and traffic on school campuses - $10,976,000

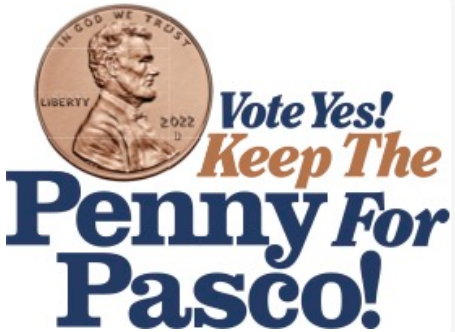
Vote Yes! Keep The Penny For Pasco!

Economic Development 20%

Future Penny 2025 - 2039

- Current project pipeline exceeds 25 million square feet of primary target industry development, excluding Moffitt
- Qualifying Projects:
  - Economic Incentives
  - Economic Gardening and Investment
  - Supporting Infrastructure
  - Business Incubators
  - Workforce Development
  - Capital Projects





Public Safety 20%

Future Penny 2025-2039



Fire Rescue

- New Vehicles
- In-Vehicle Computers/Equipment
- Specialty Vehicles
  - Utility Terrain Vehicles
  - Boats
- Life Saving Emergency Response Equipment
- Facility Upgrades



Sheriff

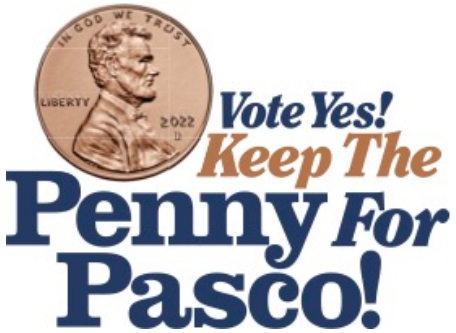
- New Vehicles
- In-Vehicle Computers/Equipment

Vote Yes! Keep The Penny For Pasco!

Transportation 40%

Future Penny 2025-2039

- **County-Wide Multimodal Needs Study** (All Districts)
- **Multi-Modal Transportation Improvements** (All Districts)
  - Sidewalks/Multi-Use Paths
  - Eiland Blvd A from North of S.R. 54 to Handcart Road Multi-Use Path (District 1, 2)
  - Eiland Blvd B from Handcart Road to US 301 Multi-Use Path (District 1)
  - Hudson Avenue from Cobra Way to Hays Road Sidewalk (District 5)
  - Old Dixie Highway from North of Brady Street to Racetrack Road Multi- Use Path (District 5)
  - Ranch Road Sidewalk from Martha Avenue to Ponderosa Avenue (District 5)
  - Starkey Trail Bike/Pedestrian Overpass at SR 54 (District 3)
  - Wire Road from Pretty Pond Road to CR 54 Sidewalk (District 1)
  - Zimmerman Road Sidewalk from Ranch Road to SR 52 (District 5)
- Sidewalk Gaps providing Connectivity
- Bicycle Lanes
- Bicycle Trail Connections
  - Bayou Trail Connection from River Gulf Boulevard to Baylea Avenue (Partner with City of New Port Richey) (District 4,5)
  - Marine Parkway at US 19 Overpass (Partner with City of New Port Richey) (Districts 3,4,5) School Sidewalk Projects
- School Sidewalk Projects
  - Camry Drive/Gulf Trace Elementary (District 3)
  - Curley Road/Wesley Chapel Elementary/Thomas Weightman Middle School/Wesley Chapel High School (District 1)
  - Cypress Creek Road/Denham Oaks Elementary School (District 2)
  - Parkway Boulevard/Pine View Elementary School (District 2)
  - Orchid Lake Road/Wendell Krinn Technical High School (District 4)



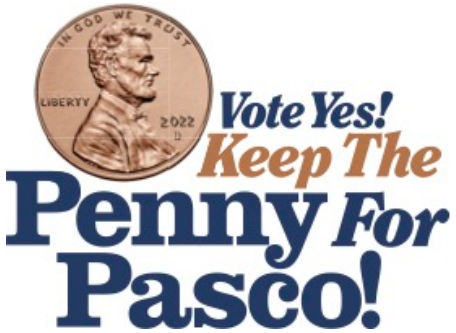
Transportation 40%

Future Penny 2025-2039

- **Safety/Operational Improvements** (All Districts)
  - ADA Accessibility Improvements
  - Intersection Improvements to Address Safety Concerns including Traffic Signals
  - Roundabouts
  - Paved Shoulders/Safety Treatments
  - Roadway Lighting on Key Corridors
  - Bridge Rehabilitation

- **Transportation Technology Infrastructure** (All Districts)
  - Advanced Traffic Management Systems (ATMS)
    - Replacement of Outdated Components (15-year cycle)
  - Connected and Automated Vehicles (CAVs)
    - Technology Applications to Key Corridors

Advanced Right of Way Acquisition (All Districts)



Transportation 40%

Future Penny 2025-2039

Pasco County Public Transportation (GOPASCO)

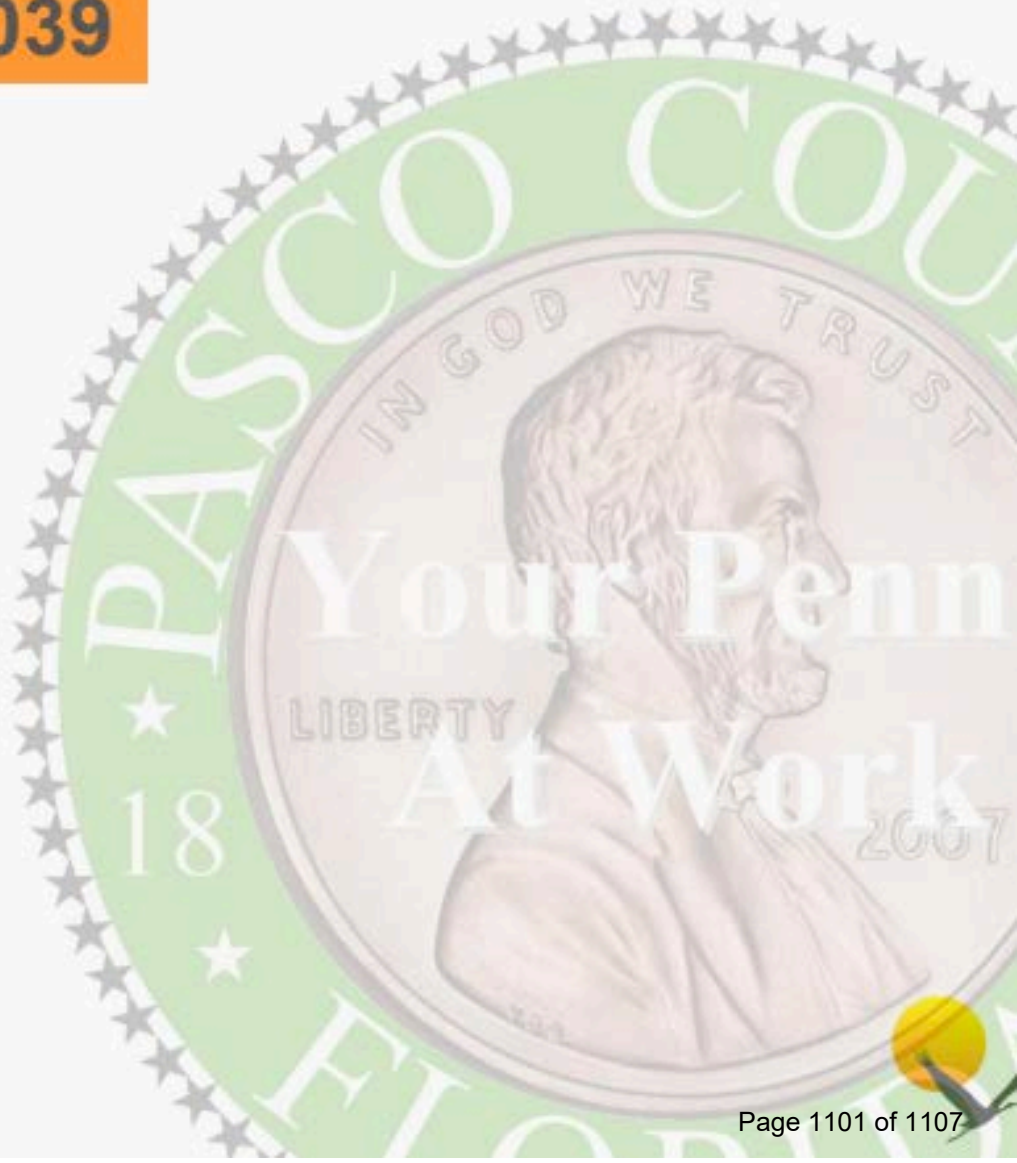
- New Busses (diesel and alternative energy solutions)
- ADA enhancements at bus stops and transportations facilities
- Improvement of access to Bus Stop/ Stations, Transportation Facilities, Alternative
  Energy stations and “Park and Ride” locations (shelters, digital signage, curb cut-outs,
  concrete pad, curb to pad sidewalk connection)
- Intelligent Transportation System (ITS)
  - Continuation and integration with bus stop amenities

Vote Yes! Keep The Penny For Pasco!

ELAMP 20%

Future Penny 2025 - 2039

- 2,419 acres protected in Ecological Corridors
- 4,705 acres in Corridors still need to be protected
- Estimated 1,200-1,600 acres may be acquired with **current** Penny revenue
- Estimated 3,000-3,700 acres may be acquired with **future** Penny revenue
- ELAMP infrastructure projects for public access/security (countywide):
  - Ballies Bluff Wilderness Park
  - Len Angeline Wilderness and Recreation Park

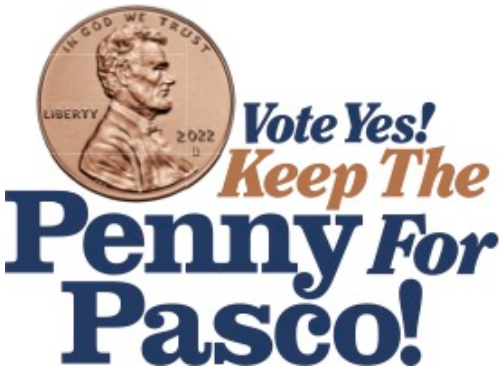


Vote Yes! Keep The Penny For Pasco!

Why Do We Need the Penny for Pasco?
In the Past 10 Years…

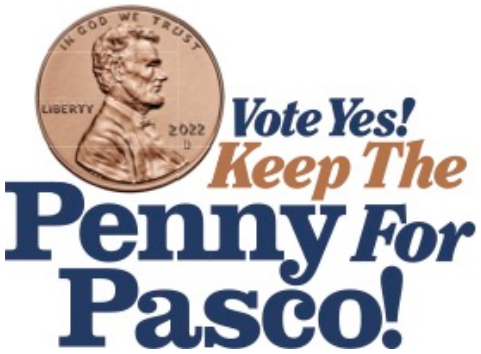
- 27.6% Employment Increase
- 21% Population Increase
- 56.1% GDP (Gross Domestic Product) Increase
- 30.8% Increase in Number of Businesses
- 12.2% Increase in Housing Units

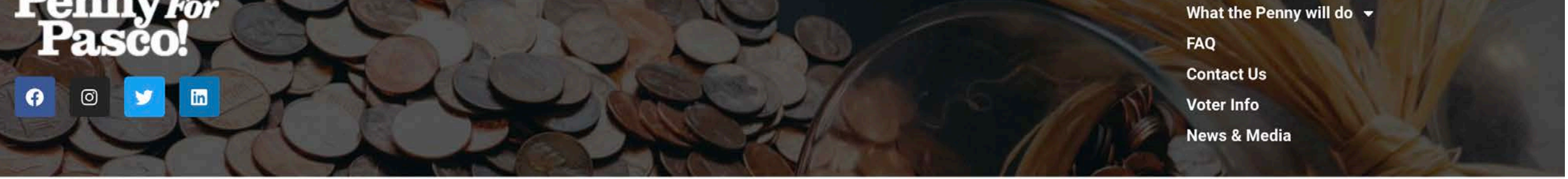
Source: Bureau of Economic Analysis



NEXT STEPS

- Provide your personal **endorsement**
- Share the message to vote YES for the Penny for Pasco renewal!
- On November 8, 2022, Vote YES!
- Donate if you would like.
- We have informational materials





Promises Made...
Promises Kept

Vote Yes!

Read more to find out why...

www.PennyforPasco.com

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	9,142.31	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/5/2022
ACH Credit Received	137.92	387667520	ACHCPAYMENTUS CO	10/5/2022
ACH Credit Received	25.00	2.01752E+14	ACHCSTATE OF FLO	10/5/2022
ACH Credit Received	5.00	2.01752E+14	ACHCSTATE OF FLO	10/5/2022
ACH Credit Received	786.20	8.78824E+12	ACHCGLOBAL PAYME	10/5/2022
ACH Credit Received	4,845.53	8.78824E+12	ACHCGLOBAL PAYME	10/5/2022
ACH Credit Received	968.60	8.78824E+12	ACHCGLOBAL PAYME	10/5/2022
Deposit	3,854.45		DP0002107686958I	10/5/2022
Deposit	24,472.42		ICLD02401156423I	10/5/2022
Miscellaneous Credit	2,872.39		MSCR000000000111	10/5/2022
ACH Credit Received	21,008.34	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/6/2022
ACH Credit Received	2,760.77	2005	ACHCPASCOTAX	10/6/2022
ACH Credit Received	14.73	388076659	ACHCPAYMENTUS CO	10/6/2022
ACH Credit Received	384.49	2.01752E+14	ACHCSTATE OF FLO	10/6/2022
ACH Credit Received	1,733.41	8.78824E+12	ACHCGLOBAL PAYME	10/6/2022
ACH Credit Received	250.00	8.78824E+12	ACHCGLOBAL PAYME	10/6/2022
ACH Credit Received	361,574.00	8.78824E+12	ACHCGLOBAL PAYME	10/6/2022
Deposit	1,472.69		DP0002100014885I	10/6/2022
Deposit	4,507.68		ICLD02401649641I	10/6/2022
Miscellaneous Credit	2,392.46		MSCR000000000111	10/6/2022
ACH Credit Received	14,133.67	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/7/2022
ACH Credit Received	300.00	VUS000001558	ACHCWASTE CONNEC	10/7/2022
ACH Credit Received	56.33	388373781	ACHCPAYMENTUS CO	10/7/2022
ACH Credit Received	337.57	1502321950	ACHCSUBURBAN PRO	10/7/2022
ACH Credit Received	5.00	2.01752E+14	ACHCSTATE OF FLO	10/7/2022
ACH Credit Received	549.45	8.78824E+12	ACHCGLOBAL PAYME	10/7/2022
ACH Credit Received	327.95	8.78824E+12	ACHCGLOBAL PAYME	10/7/2022
Deposit	1,202.07		DP0002101382411I	10/7/2022
Deposit	24,647.37		ICLD02402204242I	10/7/2022
Miscellaneous Credit	3,263.32		MSCR000000000111	10/7/2022
ACH Credit Received	9,473.63	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/11/2022
ACH Credit Received	19,010.59	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/11/2022
ACH Credit Received	23,488.47	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/11/2022
ACH Credit Received	40,785.27	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/11/2022
ACH Credit Received	147.66	388943544	ACHCPAYMENTUS CO	10/11/2022
ACH Credit Received	10.00	2.01752E+14	ACHCSTATE OF FLO	10/11/2022
ACH Credit Received	490.60	8.78824E+12	ACHCGLOBAL PAYME	10/11/2022
ACH Credit Received	954.98	8.78824E+12	ACHCGLOBAL PAYME	10/11/2022
ACH Credit Received	1,091.40	8.78824E+12	ACHCGLOBAL PAYME	10/11/2022
ACH Credit Received	1,234.45	8.78824E+12	ACHCGLOBAL PAYME	10/11/2022
ACH Credit Received	1,200.00	8.78824E+12	ACHCGLOBAL PAYME	10/11/2022
ACH Credit Received	694.42	8.78824E+12	ACHCGLOBAL PAYME	10/11/2022
ACH Credit Received	2,489.40	8.78824E+12	ACHCGLOBAL PAYME	10/11/2022

Deposit	15.00		DP0002103663179I	10/11/2022
Deposit	1,487.45		DP0002103663183I	10/11/2022
Deposit	2,035.23		DP0002103663181I	10/11/2022
Deposit	2,223.60		ICLD02403242900I	10/11/2022
Deposit	2,303.15		ICLD02402692330I	10/11/2022
Miscellaneous Credit	1,981.87		MSCR000000000111	10/11/2022
ACH Credit Received	8,582.34	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/12/2022
ACH Credit Received	183.87	389299454	ACHCPAYMENTUS CO	10/12/2022
ACH Credit Received	372.53	390223702	ACHCPAYMENTUS CO	10/12/2022
ACH Credit Received	988.48	2.00193E+13	ACHCAmeriGas Pro	10/12/2022
ACH Credit Received	43.75	2.01752E+14	ACHCSTATE OF FLO	10/12/2022
ACH Credit Received	193.00	2.01752E+14	ACHCSTATE OF FLO	10/12/2022
ACH Credit Received	1,225.15	8.78824E+12	ACHCGLOBAL PAYME	10/12/2022
ACH Credit Received	612.10	8.78824E+12	ACHCGLOBAL PAYME	10/12/2022
ACH Credit Received	561.60	8.78824E+12	ACHCGLOBAL PAYME	10/12/2022
Deposit	1,126.34		DP0002105136241I	10/12/2022
Deposit	8,500.30		ICLD02403861653I	10/12/2022
Miscellaneous Credit	1,540.00		MSCR000000000111	10/12/2022
ACH Credit Received	14,967.01	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/13/2022
ACH Credit Received	1,118.89	390789111	ACHCPAYMENTUS CO	10/13/2022
ACH Credit Received	277.74	2.01752E+14	ACHCSTATE OF FLO	10/13/2022
ACH Credit Received	844,087.15	5.96E+14	ACHCFAA TREAS 3	10/13/2022
ACH Credit Received	1,274.04	8.78824E+12	ACHCGLOBAL PAYME	10/13/2022
ACH Credit Received	5,420.49	8.78824E+12	ACHCGLOBAL PAYME	10/13/2022
ACH Credit Received	677.42	8.78824E+12	ACHCGLOBAL PAYME	10/13/2022
Deposit	783.25		DP0002106273011I	10/13/2022
Deposit	2,096.66		ICLD02404298949I	10/13/2022
Miscellaneous Credit	1,750.31		MSCR000000000111	10/13/2022
Wire Credit	2,129,604.98	2.0221E+13	WTCR221013026038	10/13/2022
ACH Credit Received	58,722.87	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/14/2022
ACH Credit Received	334,688.31	Zephyrhills	ACHCCRESTLINE SO	10/14/2022
ACH Credit Received	248.66	391259966	ACHCPAYMENTUS CO	10/14/2022
ACH Credit Received	62,639.94	2.01752E+14	ACHCSTATE OF FLO	10/14/2022
ACH Credit Received	11.00	2.01752E+14	ACHCSTATE OF FLO	10/14/2022
ACH Credit Received	15.00	2.01752E+14	ACHCSTATE OF FLO	10/14/2022
ACH Credit Received	926.00	8.78824E+12	ACHCGLOBAL PAYME	10/14/2022
ACH Credit Received	200.07	8.78824E+12	ACHCGLOBAL PAYME	10/14/2022
Deposit	1,076.78		DP0002107529992I	10/14/2022
Deposit	5,527.64		ICLD02404871178I	10/14/2022
Miscellaneous Credit	2,477.63		MSCR000000000111	10/14/2022
ACH Credit Received	19,349.40	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/17/2022
ACH Credit Received	849.42	391732473	ACHCPAYMENTUS CO	10/17/2022
ACH Credit Received	44.50	2.01752E+14	ACHCSTATE OF FLO	10/17/2022
ACH Credit Received	10.00	2.01752E+14	ACHCSTATE OF FLO	10/17/2022
ACH Credit Received	1,376.13	299765	ACHCLE03-AWIN MA	10/17/2022
ACH Credit Received	29.49	36-1924025	ACHCWALGREEN CO	10/17/2022
ACH Credit Received	1,124.21	8.78824E+12	ACHCGLOBAL PAYME	10/17/2022

ACH Credit Received	506.80	8.78824E+12	ACHCGLOBAL PAYME	10/17/2022
ACH Credit Received	569.50	8.78824E+12	ACHCGLOBAL PAYME	10/17/2022
ACH Credit Received	157.50	8.78824E+12	ACHCGLOBAL PAYME	10/17/2022
ACH Credit Received	416,526.95	8.78824E+12	ACHCGLOBAL PAYME	10/17/2022
Deposit	922.95		DP0002100309246I	10/17/2022
Deposit	1,514.78		ICLD02405491488I	10/17/2022
Miscellaneous Credit	2,046.16		MSCR000000000111	10/17/2022
ACH Credit Received	11,428.35	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/18/2022
ACH Credit Received	17,157.94	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/18/2022
ACH Credit Received	19,412.01	CITY OF ZEPHYRH	ACHCPAYMENTUS	10/18/2022
ACH Credit Received	1,783.57	392058350	ACHCPAYMENTUS CO	10/18/2022
ACH Credit Received	86.22	392267829	ACHCPAYMENTUS CO	10/18/2022
ACH Credit Received	109.30	392540896	ACHCPAYMENTUS CO	10/18/2022
ACH Credit Received	545.34	2.01752E+14	ACHCSTATE OF FLO	10/18/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	10/18/2022
Deposit	2,227.14		DP0002101739291I	10/18/2022
Deposit	22,421.44		ICLD02406092622I	10/18/2022
Miscellaneous Credit	2,964.45		MSCR000000000111	10/18/2022