



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, November 28, 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/839170845>
or dial in using your phone:**

+1 (646) 749-3122 - Access Code: 839-170-845

(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 General Aviation Appreciation Proclamation

1. General Aviation Proclamation

2. PUBLIC COMMENTS

3. CONSENT ITEMS

3.1 Approval of Piggyback Agreement Extension 41-22-41 with APT for Cured in Place Pipe

1. APT Contract Amendment 11-1-22
2. APT Exhibit A
3. Milton, City of - ITB2021.02 - 2022 Piggyback Package - Small Size
- 3.2 Approval to Piggyback upon Agreement between Polk County and General Construction Services, Inc. for SCADA Construction Services - No. 41-22-43
 1. DRAFT--GCS-Polk SCADA Services Piggyback 11-22
 2. RFP, Response, Contract

4. BUSINESS ITEMS/PUBLIC HEARING

- 4.1 Eiland Blvd. Mixed Use PUD FLUMA - Ordinance 1448-22
 Second 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."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1448-22 on the First Reading
1. Ordinance 1448 EILAND Mixed Use PUD FLU
2. Exhibit A Eiland Blvd FLUMA Parcel Legal Descriptions
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 Sprawl Analysis (1) (1)
9. EILAND Frontage Renderings
- 4.2 Eiland Blvd. Mixed Use PUD Rezoning - Ordinance 1449-22
 Second 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)."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1449-22 on the Second Reading

1. Ordinance 1449 EILAND Mixed Use PUD Zoning
2. 1449_Exhibit A_Boundary Survey & Legal
3. 1449_Exhibit B_Eiland PUD Plan
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 Sprawl Analysis (1) (1)
9. EILAND Frontage Renderings

4.3 Charter Amendments

First Reading **ORDINANCE NO. 1452-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, CALLING FOR A REFERENDUM TO BE HELD ON APRIL 11, 2023, PROPOSING TO THE ELECTORATE OF THE CITY THAT SECTIONS 11.01, 21.031, 21.11, 32.03, 51.01, 51.041, 51.07 AND TITLE XI OF THE CITY CHARTER BE AMENDED; PROVIDING THAT THESE AMENDMENTS SHALL BE SUBMITTED TO THE ELECTORS OF THE CITY IN THE FORM OF EIGHT PROPOSITIONS ON THE REFERENDUM BALLOT; FIRST PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE THE DATE OF CREATION AND ESTABLISHMENT OF THE CITY OF ZEPHYRHILLS AS SET FORTH IN SECTION 1 OF THIS ORDINANCE BE ADOPTED; SECOND PROPOSITION BEING, SHALL COUNCIL MEMBERS BE ELECTED TO A TERM OF FOUR YEARS AS SET FORTH IN SECTION 2 OF THIS ORDINANCE BE ADOPTED; THIRD PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE FOR THE FINANCE DIRECTOR TO REPORT MONEY DEPOSITS AT QUARTERLY COUNCIL MEETINGS AS SET FORTH IN SECTION 3 OF THIS ORDINANCE BE ADOPTED; FOURTH PROPOSITION BEING, SHALL THE MAYOR BE ELECTED TO A TERM OF FOUR YEARS AS SET FORTH IN SECTION 4 OF THIS ORDINANCE BE ADOPTED; FIFTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED FOR ELECTED OFFICIALS TO TAKE OFFICE AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AFTER THE CANVAS OF VOTE AS SET FORTH IN SECTION 5 OF THIS ORDINANCE BE ADOPTED; SIXTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO REMOVE TIME CONSTRAINTS TO OBTAIN SIGNATURES TO QUALIFY FOR ELECTION AS SET FORTH IN SECTION 6 OF THIS ORDINANCE BE ADOPTED; SEVENTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE THAT CITY COUNCIL ACCEPT AND DECLARE THE RESULTS OF THE ELECTION AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AS SET FORTH IN SECTION 7 OF THIS ORDINANCE BE ADOPTED; EIGHTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE FORMAL REVIEW OF THE CHARTER EVERY TEN (10) YEARS AS SET FORTH IN SECTION 8 OF THIS ORDINANCE BE ADOPTED; SETTING FORTH THE FORM OF THE QUESTIONS TO BE VOTED UPON AT SUCH ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AUTHORITY TO CODIFY; AND PROVIDING FOR AN EFFECTIVE DATE."**

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

C. City Council considers Ordinance No. 1452-22 on the First Reading

1. Ordinance 1452 -22 Charter Revisions - Referendum

5. PLANNING DIRECTOR'S REPORT

5.1 Trump Place Boat & RV Storage Conditional Use Petition

1. USE-0009-22_Staff Report

2. RCE Invest_Trump Place Storage Presentation

6. CITY MANAGER'S REPORT

6.1 Request to Cancel December 26, 2022 Council Meeting

7. PUBLIC COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

8. NOTED ITEMS

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



PROCLAMATION

WHEREAS, Zephyrhills in the state of Florida has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations and community airports; and

WHEREAS, general aviation and the Zephyrhills Municipal Airport have an immense economic impact on the City of Zephyrhills; and

WHEREAS, according to the 2019 Statewide Aviation Economic Impact Study, general aviation in Florida generates an estimated \$18.4 billion in business revenues to the state's economy each year and supports more than 108,000 jobs and a payroll of \$5.4 billion annually; and

WHEREAS, general aviation not only supports Florida's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law enforcement, firefighting and disaster relief, investments in sustainable fuels and technologies, and investments in innovative experimental technology like Vertical Takeoff and Landing vehicles, and by transporting business travelers to their destinations quickly and safely; and

WHEREAS, these aircraft and our network of airports represent a national public benefit, and Congressional oversight should be in place of this system to ensure that it remains a public system and serves communities of all sizes; and

WHEREAS, general aviation has been deeply impacted by the COVID-19 pandemic, causing an impact on operations, jobs, and dependent industries, sectors and communities; and

WHEREAS, general aviation stands to be at the forefront of the overall economic recovery; and

WHEREAS, the United States faces a shortage of aviation professionals, leaders should invest in this critical infrastructure to ensure future economic growth and our next generation of aviation professionals and pilots; and

NOW THEREFORE, I, Gene Whitfield by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida do hereby proclaim general aviation a vital strategic resource to the City of Zephyrhills and declare November 2022 as

GENERAL AVIATION APPRECIATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this the 28th day of November, 2022.

Gene Whitfield, Mayor

Attest: _____

Lori L. Hillman, City Clerk

CONSENT ITEMS 3.1

Approval of Piggyback Agreement Extension 41-22-41 with APT for Cured in Place Pipe

Issue:

Approval of Piggyback Agreement Extension with APT for Cured in Place Pipe

Background:

The Utilities Department, Wastewater Division has been relining gravity sewer lines to prevent inflow and infiltration specifically in the older pipelines. The Division plans to continue with this maintenance task as there are many lines to be done.

Attachment(s):

1. APT Contract Amendment 11-1-22
2. APT Exhibit A
3. Milton, City of - ITB2021.02 - 2022 Piggyback Package - Small Size

Fiscal Impact:

Currently budgeted for FY23 with an approximate amount of \$400,000.

Staff Recommendation:

Staff recommends Council's approval of the Piggyback Extension with APT for Cure in Place Pipe.

RENEWAL OF AGREEMENT FOR ADVANCED PACE TECHNOLOGIES 41-21-35

THIS AGREEMENT made and entered into effective 28th day of November 2022, by and between the **CITY OF ZEPHYRHILLS**, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and **Advanced Pace Technologies**, a Florida corporation, hereinafter referred to as "VENDOR".

WITNESSETH

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

WHEREAS, the CITY and VENDOR entered into an Agreement for **Cured in Place Pipe** in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for Annual, One (1) year Renewal Terms commencing April 13, 2021, and ending April 12, 2022, provided for annual renewals up to a maximum of four (4), upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

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

1. **THAT** the Agreement for **Cured in Place Pipe** dated April 13, 2021, will exercise the First RENEWAL through April 12, 2023.
2. **THAT** costs are included in **Exhibit A** attached to this agreement.
3. **THAT** all remaining terms, provisions, and conditions, including terms for payment, of the Agreement shall remain in full force and effect.

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

CITY OF ZEPHYRHILLS

By: _____ November 28, 2022
Jodi Wilkeson, Council President Date

ATTEST:

Lori L. Hillman, City Clerk



COMPANY NAME: Advanced Pace Technologies

By: Brett Konchak Vice President 11/1/2022
Print Name of Representative Date

Signature of Representative

ATTEST:

Corporate Secretary

Exhibit "A"

ITB 2021.02 Cured In-Place Pipe Annual Contract

Revised 2022 Pricing Index

Effective April 13, 2022 through April 12, 2023



Item	Description	Unit	2022 Price Index
1	Television Inspection	LF	\$3.00
2	8" CIPP (felt) Mainline Rehabilitation (6.0MM)	LF	\$40.00
3	10" CIPP (felt) Mainline Rehabilitation (6.0MM)	LF	\$50.00
4	10" CIPP (felt) Mainline Rehabilitation (7.5MM)	LF	\$50.00
5	12" CIPP (felt) Mainline Rehabilitation (7.5MM)	LF	\$55.00
6	12" CIPP (felt) Mainline Rehabilitation (9.0MM)	LF	\$55.00
7	15" CIPP (felt) Mainline Rehabilitation (7.5MM)	LF	\$60.00
8	15" CIPP (felt) Mainline Rehabilitation (9.0MM)	LF	\$60.00
9	15" CIPP (felt) Mainline Rehabilitation (10.5MM)	LF	\$60.00
10	18" CIPP (felt) Mainline Rehabilitation (9.0MM)	LF	\$70.00
11	18" CIPP (felt) Mainline Rehabilitation (12.0MM)	LF	\$70.00
12	18" CIPP (felt) Mainline Rehabilitation (13.5MM)	LF	\$70.00
13	21" CIPP (felt) Mainline Rehabilitation (10.5MM)	LF	\$85.00
14	21" CIPP (felt) Mainline Rehabilitation (13.5MM)	LF	\$85.00
15	21" CIPP (felt) Mainline Rehabilitation (15.0MM)	LF	\$85.00
16	24" CIPP (felt) Mainline Rehabilitation (12.0MM)	LF	\$120.00
17	24" CIPP (felt) Mainline Rehabilitation (15.0MM)	LF	\$120.00
18	24" CIPP (felt) Mainline Rehabilitation (16.5MM)	LF	\$120.00
19	30" CIPP (felt) Mainline Rehabilitation (15.0MM)	LF	\$165.00
20	30" CIPP (felt) Mainline Rehabilitation (18.0MM)	LF	\$170.00
21	36" CIPP (felt) Mainline Rehabilitation (16.5MM)	LF	\$210.00
22	36" CIPP (felt) Mainline Rehabilitation (21.0MM)	LF	\$220.00
23	42" CIPP (felt) Mainline Rehabilitation (19.5MM)	LF	\$275.00
24	42" CIPP (felt) Mainline Rehabilitation(24.5MM)	LF	\$300.00
25	48" CIPP (felt) Mainline Rehabilitation (22.5MM)	LF	\$345.00
26	48" CIPP (felt) Mainline Rehabilitation (28.5MM)	LF	\$360.00
27	Sanitary Sewer Mainline Cleaning (<=12" dia)	LF	\$5.00
28	Sanitary Sewer Mainline Cleaning (>12" - 21" dia)	LF	\$10.00
29	Sanitary Sewer Mainline Cleaning (>21" - 24" dia.)	LF	\$15.00
30	Sanitary Sewer Mainline Cleaning (>24" - 48" dia.)	LF	\$20.00
31	Emergency Mobilization for Work Order	EA	\$2,500.00
32	Mobilization/Demob for Bypass Pumping(<= 12" dia.)	EA	\$150.00
33	Mobilization/Demob for Bypass Pumping (>12" - 21" dia.)	EA	\$150.00
34	Mobilization/Demob for Bypass Pumping(> 21" - 24" dia.)	EA	\$300.00
35	Mobilization/Demob for Bypass Pumping (> 24" - 48" dia.)	EA	\$300.00
36	Sewer Bypass Pumping(<= 12" dia.)	HR	\$50.00
37	Sewer Bypass Pumping (>12" - 21" dia.)	HR	\$70.00
38	Sewer Bypass Pumping (> 21" - 24" dia.)	HR	\$15.00
39	Sewer Bypass Pumping (> 24" - 48" dia.)	HR	\$15.00
40	Remove Protruding Service	EA	\$225.00
41	Service Reinstatement	EA	\$225.00
42	Dye Testing to Locate Active Service Connection	EA	\$7.50
43	Silt Fence for Erosion Control	LF	\$20.00
44	Hay Bales for Erosion Control	EA	\$20.00
45	Mulching and Grassing for Erosion Control	SY	\$20.00
46	Sod	SY	\$20.00
47	Remove and Reset Fencing - Chain Link	LF	\$20.00
48	Remove and Reset Fencing - Wood Privacy	LF	\$20.00
49	Maintenance of Traffic	DAY	\$750.00

Annual Contract Piggyback – City of Milton

2022 Pricing Increase - Contract Addendum #1 - Effective April 13, 2022 through April 12, 2023



APT is excited to announce the renewal of the City of Milton Annual CIPP Contract for 2022-2023. Included within this document is Contract Addendum #1 for the April 2022 to April 2023 contract term along with the revised, updated pricing index and copy of the original contract.

The City of Milton Annual CIPP Contract covers CIPP projects from 8" – 48" pipe diameters along with a variety of other services that surround pipe rehabilitation, such as CCTV inspection and pipe cleaning for both sanitary sewer and stormwater.

We would love the opportunity to work with your team and provide top-quality lining work at advantageous pricing for your community. At APT, we use the highest quality products and techniques which are considered the top standard of the industry for CIPP projects.

Understandably, choosing the right pipeline rehabilitation contractor for any project can be a daunting task. We respect how difficult it is to weigh the differences from one contractor to the next, especially given the various rehab methods used throughout the industry.

The APT team believes in providing comprehensive solutions for your community's pipeline infrastructure. We do this by having the most qualified personnel that works with integrity and accountability to ensure we treat each project with the care and consideration it deserves. We love helping communities, large and small, advance their goals of overcoming challenges related to pipeline infrastructure that every community faces.

We are confident that we can offer you maximum return on investment for every project. We would love to provide your team an official proposal for your unique project needs. Please reach out with any questions

Sincerely,

A handwritten signature in blue ink, appearing to read "CR", with a large, stylized loop at the end.

Chris Parker

Vice President - Municipal Services

Advanced Plumbing Technology

Mobile: 407-726-0383

chris@chooseapt.com

City of Milton - Annual CIPP Contract Pricing Index from APT for 2022



Who We Are

At APT, we are your partners in the pursuit of conquering failing infrastructure, one pipe at a time.

The team at APT loves helping communities, large and small, advance their goals of overcoming challenges related to pipeline infrastructure that every community faces.

By using advanced technologies and most importantly, a team of individuals that are committed to excellence every day in the pursuit of serving each of our customers, we are certain that we can offer each client maximum return on investment for your local community.

SERVICE	UNIT	UNIT PRICE
8" CIPP / 6mm	LF	\$40.00
10" CIPP / 6mm	LF	\$50.00
12" CIPP / 7.5mm	LF	\$55.00
15" CIPP / 7.5mm	LF	\$60.00
18" CIPP / 9mm	LF	\$70.00
21" CIPP / 10.5mm	LF	\$85.00
24" CIPP / 12mm	LF	\$120.00
30" CIPP / 15mm	LF	\$165.00
36" CIPP / 15mm	LF	\$210.00
42" CIPP / 19.5mm	LF	\$275.00
48" CIPP / 22.5mm	LF	\$345.00
CCTV Inspection	LF	\$3.00
Pipe Cleaning (Up to 12" Diameter)	LF	\$5.00
Pipe Cleaning (13" - 21" Diameter)	LF	\$10.00
Pipe Cleaning (22" - 24" Diameter)	LF	\$15.00
Pipe Cleaning (25" - 48" Diameter)	LF	\$20.00
Lateral Service Reinstatement	EA	\$225.00
Maintenance of Traffic	DAY	\$750.00
Crew Mobilization	EA	\$2,500.00

Pricing Index Notes:

Pricing is from the City of Milton ITB2021.02 CIPP Annual Contract. Additional contracted pricing is available on various liner thicknesses and additional services for bypass pumping, emergency mobilization, etc.

For smaller projects, APT has a daily minimum charge of \$25,000 to offset mobilization and fuel costs. We recommend lumping together multiple pipes or projects to avoid this minimum charge.



1st AMENDMENT TO THE AGREEMENT BETWEEN
CITY OF MILTON, FLORIDA AND
ADVANCED PACE TECHNOLOGIES, LLC
DBA ADVANCED PLUMBING TECHNOLOGY

This 1st Amendment to the Agreement between City of Milton a political subdivision of the state of Florida (the "City"), and Advanced Plumbing Technology, executed this 29th day of March, 2022, is made a part of the original Agreement dated April 19, 2021, The "original Agreement", incorporated herein by reference. The City and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their 1st amendment option to renew the original Agreement for an additional one year term in accordance with the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence April 13, 2022; and shall terminate no later than April 12, 2023.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement.:
 - New rates are negotiated and attached with an effective date of April 13, 2022; and are guaranteed thru the 2nd year term date of April 12, 2023.
 - At each annual anniversary date of the contract, the City of Milton will consider price escalation or de-escalation.
 - At any time, the City of Milton reserves the right to address price escalation or de-escalation.
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements, or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

CONTRACTOR:



Signature

BY: Advanced Pace Technologies, LLC
dba Advanced Plumbing Technology

Chris Parker, Vice President of Municipal Services

Print Name

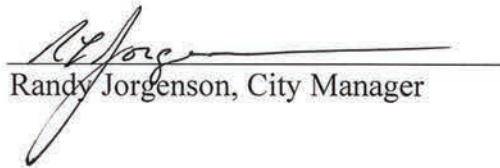
ATTEST:

CITY OF MILTON, FLORIDA



Purchasing Officer

BY:



Randy Jorgenson, City Manager

Diane E. Ebenthauer

Print Name

ITB 2021.02 Cured In-Place Pipe Annual Contract
Revised 2022 Pricing Index

Effective April 13, 2022 through April 12, 2023



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3	10" CIPP (felt) Mainline Rehabilitation (6.0MM)	LF	\$50.00
4	10" CIPP (felt) Mainline Rehabilitation (7.5MM)	LF	\$50.00
5	12" CIPP (felt) Mainline Rehabilitation (7.5MM)	LF	\$55.00
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19	30" CIPP (felt) Mainline Rehabilitation (15.0MM)	LF	\$165.00
20	30" CIPP (felt) Mainline Rehabilitation (18.0MM)	LF	\$170.00
21	36" CIPP (felt) Mainline Rehabilitation (16.5MM)	LF	\$210.00
22	36" CIPP (felt) Mainline Rehabilitation (21.0MM)	LF	\$220.00
23	42" CIPP (felt) Mainline Rehabilitation (19.5MM)	LF	\$275.00
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26	48" CIPP (felt) Mainline Rehabilitation (28.5MM)	LF	\$360.00
27	Sanitary Sewer Mainline Cleaning (<=12" dia)	LF	\$5.00
28	Sanitary Sewer Mainline Cleaning (>12" - 21" dia)	LF	\$10.00
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31	Emergency Mobilization for Work Order	EA	\$2,500.00
32	Mobilization/Demob for Bypass Pumping(<= 12" dia.)	EA	\$150.00
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36	Sewer Bypass Pumping(<= 12" dia.)	HR	\$50.00
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47	Remove and Reset Fencing - Chain Link	LF	\$20.00
48	Remove and Reset Fencing - Wood Privacy	LF	\$20.00
49	Maintenance of Traffic	DAY	\$750.00



City of Milton

April 19, 2021

Advanced Pace Technologies
s/b/a Advanced Plumbing Technologies
c/o Taylor Yarkosky
638 E. Highway 50 Suite 4
Clermont, FL 34711

Dear Taylor Yarkosky,

We are happy to inform you that on April 13, 2021 the Milton City Council awarded

Annual Cured In Place Pipe to: Advanced Plumbing Technologies.

1st year will begin April 13, 2021 thru April 12, 2022.

This agreement may be renewed for 4 additional years to a maximum of 5 year.

Attached is the fee schedule submitted in your original proposal, and agreed upon by both parties.

Items needed:

- This form signed acknowledging agreement
- W-9
- Vendor Application (see attached)
- Certificate of Non-Discrimination (see attached)

Sincerely,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
P. O. Box 909
Milton, FL 32572
Email: purchasing@myMiltonFlorida.com
Ph: 850-983-5438

Acceptance of Notice

Receipt of the above notice is hereby acknowledged and accepted by: Advanced Pace Technologies, LLC
d/b/a Advanced Plumbing Technology
(company name)

The 19 day of April, 2021

By: Chris Parker

Title: VP of Sales

BID FORM
ITB 2021.02 Cured-In-Place Pipe Annual Contract
Schedule of Prices **Quantities are estimated.
All 49 items are defined at the end of this document.

1	Television Inspection	3,000	LF	\$1.00	\$3,000.00
2	8" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	\$20.00	\$2,000.00
3	10" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	\$25.00	\$2,500.00
4	10" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$25.00	\$2,500.00
5	12" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$30.00	\$3,000.00
6	12" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$30.00	\$3,000.00
7	15" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$35.00	\$3,500.00
8	15" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$35.00	\$3,500.00
9	15" CIPP (felt) Mainline Rehabilitation (10.5MM)	350	LF	\$35.00	\$12,250.00
10	18" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$45.00	\$4,500.00
11	18" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	\$45.00	\$4,500.00
12	18" CIPP (felt) Mainline Rehabilitation (13.5MM)	381	LF	\$45.00	\$17,145.00
13	21" CIPP (felt) Mainline Rehabilitation (10.5MM)	100	LF	\$55.00	\$5,500.00
14	21" CIPP (felt) Mainline Rehabilitation (13.5MM)	100	LF	\$55.00	\$5,500.00
15	21" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$55.00	\$5,500.00
16	24" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	\$78.00	\$7,800.00
17	24" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$78.00	\$7,800.00
18	24" CIPP (felt) Mainline Rehabilitation (16.5MM)	1200	LF	\$78.00	\$93,600.00
19	30" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$108.00	\$10,800.00
20	30" CIPP (felt) Mainline Rehabilitation (18.0MM)	600	LF	\$112.00	\$67,200.00
21	36" CIPP (felt) Mainline Rehabilitation (16.5MM)	100	LF	\$138.00	\$13,800.00
22	36" CIPP (felt) Mainline Rehabilitation (21.0MM)	100	LF	\$145.00	\$14,500.00
23	42" CIPP (felt) Mainline Rehabilitation (19.5MM)	100	LF	\$182.00	\$18,200.00
24	42" CIPP (felt) Mainline Rehabilitation (24.5MM)	100	LF	\$195.00	\$19,500.00
25	48" CIPP (felt) Mainline Rehabilitation (22.5MM)	100	LF	\$228.00	\$22,800.00
26	48" CIPP (felt) Mainline Rehabilitation (28.5MM)	100	LF	\$238.00	\$23,800.00
27	Sanitary Sewer Mainline Cleaning (<=12" dia)	100	LF	\$1.50	\$150.00
28	Sanitary Sewer Mainline Cleaning (>12" - 21" dia)	100	LF	\$3.50	\$350.00
29	Sanitary Sewer Mainline Cleaning (>21" - 24" dia.)	1200	LF	\$3.50	\$4,200.00
30	Sanitary Sewer Mainline Cleaning (>24" - 48" dia.)	1000	LF	\$5.50	\$5,500.00
31	Emergency Mobilization for Work Order	5	EA	\$2,500.00	\$12,500.00
32	Mobilization/Demob for Bypass Pumping (<= 12" dia.)	5	EA	\$100.00	\$500.00
33	Mobilization/Demob for Bypass Pumping (>12" - 21" dia.)	5	EA	\$100.00	\$500.00
34	Mobilization/Demob for Bypass Pumping (> 21" - 24" dia.)	3	EA	\$200.00	\$600.00
35	Mobilization/Demob for Bypass Pumping (> 24" - 48" dia.)	2	EA	\$200.00	\$400.00
36	Sewer Bypass Pumping (<= 12" dia.)	200	HR	\$5.00	\$1,000.00
37	Sewer Bypass Pumping (>12" - 21" dia.)	75	HR	\$5.00	\$375.00
38	Sewer Bypass Pumping (> 21" - 24" dia.)	20	HR	\$10.00	\$200.00
39	Sewer Bypass Pumping (> 24" - 48" dia.)	20	HR	\$10.00	\$200.00
40	Remove Protruding Service	10	EA	\$150.00	\$1,500.00
41	Service Reinstatement	10	EA	\$150.00	\$1,500.00
42	Dye Testing to Locate Active Service Connection	10	EA	\$5.00	\$50.00

Item	Description	Quantity	Unit	Unit Price	Amount
43	Silt Fence for Erosion Control	20	LF	\$1.00	\$20.00
44	Hay Bales for Erosion Control	20	EA	\$7.00	\$140.00
45	Mulching and Grassing for Erosion Control	100	SY	\$2.00	\$200.00
46	Sod	100	SY	\$5.00	\$500.00
47	Remove and Reset Fencing - Chain Link	30	LF	\$2.00	\$60.00
48	Remove and Reset Fencing - Wood Privacy	30	LF	\$2.00	\$60.00
49	Maintenance of Traffic	10	DAY	\$200.00	\$2,000.00

Total Base Bid Amount \$ 410,200.00

License # CGC1524334

Attach list of references (3—5) from last 5 years.

Attach narrative of qualifications.

Acknowledgement of Addendums: 1 *(list numbers or N/A)*

NOTE: The Quantities listed in this proposal are for determining the low bidder and in no way represent the quantities to be performed in this annual contract. If the unit price bid is considered too costly by the Owner, the Owner may use other resources to perform that item. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above.

When agreed to by the Contractor and approved by the Owner, the Contract Time may be extended in one-year increments for four (4) additional years for a maximum Contract period of five (5) years. However, no guarantee is implied or expressed that said extension of the Contract Time will be approved after the initial duration of the Contract. At renewals unit prices may be adjusted for cost increase with agreement by both the City and Contractor.

The undersigned agrees to the above terms and conditions.

BIDDER: Advanced Pace Technologies, LLC s/b/a Advanced Plumbing Technology

Company Name

638 E Highway 50 Ste 4, Clermont, FL 34711

Address/City/Zip

407-492-8881

Zoie@chooseapt.com

Phone
Taylor Yarkosky

Email

Contact Name

CEO/Owner

Title

Company Representative Signature

03-08-2021
Date

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
ITB 2021-02 Cured-In-Place Pipe Annual Contract

A. GENERAL INFORMATION:

The City of Milton is seeking a qualified firm to install cured-in place pipe (CIPP) to rehabilitate existing storm drain and sanitary sewer mains on an as-needed basis throughout the Contract's performance period. There are no predetermined quantities on which to base a fixed amount of work to be performed. The estimated amount for the work under this contract is \$200,000 per year. But that value could be slightly more or much less depending on a variety of factors. The quantities listed in the Schedule of Prices above in no way represent the quantities to be performed in this annual contract. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed in the Schedule of Prices.

B. PROJECT BACKGROUND & PURPOSE:

In the event that any sanitary sewer overflow (SSOs) occurs as a result of Contractor's operations, including but not limited to bypass pumping on flow diversion activities, or any failures therein, Contractor shall be responsible for all cleanup operations required thereby as well as paying all fines and penalties attendant thereto.

1. **Storm Water and sewer bypass pumping/piping:** On projects requiring temporary sewer bypass pumping/piping, it is the Contractor's responsibility to furnish, install, operate, and remove the appropriately sized materials and equipment and employ the site appropriate means and methods by which to complete this task without causing sewer spills, overflows, sewer backup into customers' homes, or service disruptions to CITY OF MILTON sewer customers. Regardless of the means and methods chosen by the Contractor.
2. **CITY OF MILTON Supplied Water for Project Use:** CITY OF MILTON will provide water for sewer cleaning and CIPPL inversion and curing. Prior to use, Contractor must request that Owner place a meter and backflow preventer on a selected hydrant.
3. **Disposal of Debris/Solids Removed from the Sanitary Sewer:** Disposal of the liquid only from mainline cleaning operations shall be decanted into the sanitary sewer system under the supervision of the Owner. Disposal of the debris/solids removed from the sanitary sewer system shall be made at the City of Milton Wastewater Treatment Plant on Municipal Drive, Milton.
4. All proposed products not specifically indicated herein must be pre-approved by the Public Works prior to opening of bids by the City of Milton. Proposed products shall be submitted to the Public Works for review no later than two weeks prior to the bid date listed in the Invitation to Bid. Proposed products submitted for review after that date will not be accepted.
5. The CONTRACTOR shall submit proof of experience with the proposed product being installed in similar size and installation conditions of this project to the OWNER for review during evaluation of products.

6. The CONTRACTOR shall employ an experienced crew using the same product and installation conditions of this project for all work being performed under this contract. The OWNER reserves the right to review the experience of the proposed crew during evaluation of bids.
7. The required work shall be issued to the Contractor from the Owner periodically as work orders identifying specific individual storm drain and sanitary sewer main segments to be rehabilitated along with storm drain and sanitary sewer system maps identifying the locations of the pipe segments. Generally, the value of work required per work order shall be no less than \$20,000 as based on the unit prices on the Contractor's Schedule of Prices. However, the Owner may also provide work orders requiring less than \$10,000 of work for emergency situations requiring immediate rehabilitation work. There may be months when no work order is provided.
8. The work orders may or may not include work in the same geographic area. The Contractor shall complete each work order in its entirety to the Owner's satisfaction before a new work order will be provided by the Owner. The Owner may identify priority items of work on each work order. The Contractor shall complete all priority items prior to beginning other items of work on a work order.
9. SPECIAL CONDITIONS:
 - Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner reserves the right to revise the rehabilitation limits and/or methods proposed. Should deteriorated piping be discovered that is not suitable for rehabilitation, the Contractor shall identify such piping to the Owner and said piping may be replaced under another contract. Performing point repairs is not a part of this contract. When the Contractor determines a main cannot be rehabilitated due to misaligned joints or other defects that would normally require a point repair, the Contractor shall inform the Owner of the defect.
 - The Owner will perform the needed point repair in-house or through another contract. The Owner desires to have the required work completed as soon as possible following award of the Contract and issuance of a work order. The Contractor shall consider this schedule requirement when submitting proposals.
10. **Non-Emergency Work Orders:** The Contractor shall be given twenty-one (21) calendar days to begin work on each work order after the date on which said work order is issued to the Contractor. Actual Contract time requirements will be prorated based on the total amount of work to be performed in each work order. The Contractor shall achieve Substantial Completion of the listed work no later than twenty-one (21) calendar days for each \$20,000.00 of work required in the work order, rounded up to the nearest whole day. The Contractor shall achieve Final Completion no later than three (3) calendar days after Substantial Completion. For example, if the Contractor is given a work order to perform \$150,000 of work, Substantial Completion shall occur no later than fifty-three (53) calendar

days from issuance of the work order calculated as follows: 21 days to begin plus 21 days per \$100,000 ($\$150,000/\$100,000 \times 21 \text{ days} = 31.5 \text{ days} \approx 32 \text{ days}$). Any requests for time extension must be made to the Owner through the Public Works at the time of the delay. The Contractor shall provide two or more crews when required to complete the work provided in each work order in the above timeframe. Should the Contractor not respond in the time required, the Owner may elect to terminate the contract or have the work performed by others.

11. **Emergency Work Orders:** The Contractor shall mobilization and begin work within twenty-four (24) hours of being notified by the Owner. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed. Bid Item 31: Emergency Mobilization for Work Order, is provided to compensate the contractor for emergency work orders.
12. If the Contractor must remove and reset fencing to access sanitary sewer manholes requiring work, removal and resetting of fencing will be based upon the unit price bid per linear footage (LF) of various types of fencing removed and reset. Measurement will be made only for the length authorized by the OWNER to be removed and reset. Posts, fencing or other materials, lost, damaged, or destroyed by the Contractor's operations shall be replaced with new material of the same type that existed prior to removal at the Contractor's expense. Fences that are removed and authorized by the Owner not to be reset will not be paid for.
13. When necessary to allow CIPP installation to storm drain and sanitary sewer mains adjacent to manholes receiving force main discharge, the Contractor shall coordinate manual operation of lift stations with OWNER. Only CITY OF MILTON personnel will be permitted to operate lift stations. A minimum of 48 hour written notice (not including weekends and holidays) shall be given to OWNER.
14. The Contractor shall also provide the Owner with a list of (24/7) emergency and non-business hour telephone numbers for principal staff of this project.
15. Prior to start of construction of each work order, the Contractor shall prepare and submit for approval to the Owner a copy of the proposed sequence of construction operations for the required work. A sequence of operations must be approved by the Owner prior to the beginning of construction work.
16. The Contractor shall maintain prominent and clear labeling of its company name and its local phone number on a minimum of one (1) vehicle on the project site at all times during construction activities.
17. The Contractor shall restore all broken mitered pipe ends, concrete swales, and other items to their original or better condition when damaged by the Contractor's operations. Unless specifically approved by the Public Works, these costs will be the responsibility of the Contractor. Therefore, the Contractor is responsible for documenting the pre-construction condition of all workareas.

18. OWNER will issue final acceptance of each individual work order once the work called for have been completed and the storm drain, and sewer system is operational. Final acceptance will be contingent on the acceptable restoration of all areas disturbed during construction. OWNER will also require the Contractor to provide his written warranty and Contractor's Final Affidavit. Upon final payment to the Contractor by the Owner, the Contractor's warranty period will begin for the work completed under that work order.
19. Each lump sum and unit bid price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
20. The CONTRACTOR shall receive and accept the compensation provided in the Schedule of Prices and the Contract as full payment for furnishing all materials, labor, tools, and equipment for performing all operations necessary to complete the Work under the Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from any discrepancy between the actual quantities of Work and quantities herein estimated by the PUBLIC WORKS, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by the OWNER.
21. The prices stated in the Schedule of Prices include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Drawings and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Schedule of Prices shall be in accordance with the description of that item in this Section.
22. The CONTRACTOR'S attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost for any item of Work has not been defined by a Schedule of Prices payment item, he shall include the cost for that Work in some other applicable bid item, so that his Proposal for the project reflects his total price for completing the Work in its entirety.
23. The cost of dewatering, safety, regulatory compliance, maintenance of traffic, restoration, environmental protection including construction entrances, testing, television inspection, and other work not specified but required to complete the Work as necessary will not be separately paid for but shall be considered as incidental to other bid items and included in the prices bid for them.
24. MEASUREMENT & PAYMENT, ADJUSTMENT OF UNIT PRICES FOR INCREASE OR DECREASE OF ESTIMATED QUANTITIES OR OF ITEMS OF WORK. Due to the nature of an annual contract, the actual quantities required cannot be predetermined. Adjustment of unit prices will not be allowed regardless if a pay item is not used or used excessively
25. ALTERATIONS. Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner

reserves the right to revise the rehabilitation limits and/or methods proposed. Any such changes will not result in an adjustment to the bid prices.

26. RELATED PROVISIONS Payments to CONTRACTOR: Refer to the Agreement. Changes in Contract Price: Refer to the agreement.

27. REMOVAL OF PROTRUDING SERVICE CONNECTIONS

General – Description – Precautions

- Furnish all equipment, labor, tools, materials, and incidentals necessary to internally remove portions of service connections protruding into the sewer main.
- Ensure that the sewer is clean of all dirt and debris following removal of protruding service connections.
- Maintain wastewater flows, including bypass pumping, as required at all times during the performance of the Work.
- Television Inspection.
- Cleaning of Sewers.
- Take precautions to protect sewer mains and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.
- When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.
- Do not allow the sewer to fill with sewage above the crown of any pipe, or beyond any elevation below the crown that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

Products - Equipment

- Remove the service connection with an internal, remote-controlled intruding pipe remover. Excavation and replacement of the protruding service connection will not be allowed unless specifically indicated on the Drawings.
- The equipment shall be capable of cutting concrete, poly-vinyl chloride pipe, vitrified clay pipe, or other materials commonly used for pipe construction with the exception of cast iron or steel.
- Pull the equipment through the sewer using winches and a cable set up between adjacent manholes.
- If necessary, position the equipment using a CCTV camera in conjunction with the cutter assembly.

Execution - Performance

- Remove the protruding service connection to the point where it is flush with the inside wall of the sewer main.
- Remove protruding service lateral prior to the Post-construction TV Inspection specified in Section 02651, Television Inspection.
- Protect existing sewer lines and service connections from damage caused by improper use of the equipment.
- As directed by the PUBLIC WORKS, immediately repair damage to a sewer or service connection caused by removal of a protruding service at no additional

compensation.

- Remove all dirt and debris from the sewer following completion of protruding service connection removal in that reach.

28. BID ITEMS DEFINED (49 items listed on bid sheet)

a. Bid Item 1: Television Inspection

- Measurement: The quantity for this Item shall be the linear feet of storm drain and sewer pipe internal television inspected measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe inspected.
- Payment: The unit price for this Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals to perform all aspect of the internal television inspection of the sanitary sewer mains. The television inspection shall be performed to indicate both pre-construction conditions and post-construction conditions. Payment per linear foot for this item is one time per line segment. Payment for cleaning of the existing sewer mains shall be made under bid items 27 thru 30. Each service connection shall be video inspected from within the main using a pan and tilt camera head so that the camera can video the interior of the lateral at the connection. The pre-rehabilitation and post-rehabilitation video shall be provided together so that the post-rehab footage will directly follow the pre-rehab footage for each segment of main rehabilitated. Sewer main segments determined from pre-rehab video as not needing lining shall be on a separate recording from those mains lined. All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements.

b. Bid Items 2 thru 26: CIPP Mainline Rehabilitation

- Measurement: The quantity for these Items shall be the linear feet of various diameter sewer pipe lined with CIPP felt liner of various thicknesses measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe lined.
- Payment: The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals, for all aspects of installing CIPP in existing sanitary sewer piping, whose condition is classified as fully deteriorated. Payment for this item shall include tie-ins of the CIPP to existing manholes and debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning shall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.

c. Bid Items 27 thru 30: Sanitary Sewer Mainline Cleaning

- Measurement: The quantity for these Items shall be the linear feet of various diameter storm water and sewer pipe cleaned measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipelined.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of cleaning various diameter storm water and sanitary sewer mains to remove debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning shall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.

d. Bid Item 31: Emergency Mobilization for Work Order

- Measurement: The quantity for this Item shall be per each emergency response within twenty- four (24) hours of being notified by the Owner.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals required to mobilization and begin work within twenty-four (24) hours of being notified by the Owner. All other bid items shall apply accordingly. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed.

e. Bid Item 32 thru 35: Mobilization/Demobilization for Sewer Bypass Pumping

- Measurement: The quantity for these Items shall be mobilization/demobilization for various diameters of storm water and sanitary sewer mains per each work order general vicinity. These items shall include up to 1,200 feet of discharge.
- Payment: The unit price for these Items shall be a full compensation for mobilizing and demobilizing all personnel, materials, equipment, and incidentals necessary per each work order location to perform bypass pumping for the cleaning and lining of storm water and sewer mains and rehabilitating manholes. The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times. The unit price bid for these items shall include up to 1,200 feet of discharge. If more than 1,200 feet of discharge is required a price will be negotiated for the additional footage. These pay items are in addition to Pay Item Sewer Bypass Pumping.

f. Bid Items 36 thru 39: Sewer Bypass Pumping

- Measurement: The quantity for these Items shall be per hour of bypass pumping of various diameters of sanitary sewer mains. Bypass time shall begin

when the sewer main flow is diverted through the pump to a downstream manhole and ends when the sewer main flow returns to the storm water and sanitary sewer main.

- Payment: The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to bypass the existing storm water and sanitary sewer mainline of various sizes for one (1) hour to perform the required work. When bypassing sewer mains > 24" - 48", the contractor shall provide a person on site (24/7) throughout the bypassing operation to monitor the flow.

g. Bid Item 40: Remove Protruding Service

- Measurement: The quantity for this Item shall be the number of protruding laterals removed.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of removing protruding service laterals to be flush with the existing sewer main to allow for installation of CIPP. The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection.

h. Bid Item 41: Service Reinstatement

- Measurement: The quantity for this Item shall be the number of active lateral taps and drop connections reinstated through the new cured-in-place pipe liner.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of reinstatement of lateral and drop connections as specified and shown. No payment shall be made for the reinstatement of capped tap connections.

i. Bid Item 42: Dye Testing to Locate Active Service Connection

- Measurement: The quantity for this Item shall be per each property containing a building requiring a dye test to locate the lateral.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to perform dye testing at one (1) property parcel containing a home or business as necessary to determine the location of the active service connection serving said property. In general, each property parcel shall have only one (1) service connection. Properties having more than one active connection shall immediately be brought to the attention of the Owner. Payment for this item shall include coordination of dye testing with businesses or homes, coordination of dye testing with the Owner's project representative, and television inspection as necessary to determine the location of the active service connection. Payment for reinstatement of the active service connection will be at the unit price bid.

j. Bid Item 43: Silt Fence for Erosion Control

- Measurement: The quantity for this Item shall be linear foot of silt fence installed for erosion control.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one linear foot of silt fence for erosion control as per Florida

Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.

k. Bid Item 44: Hay Bales for Erosion Control

- Measurement: The quantity for this Item shall be per each hay bale installed for erosion control.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain each hay bale for erosion control as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.

l. Bid Item 45: Mulching and Grassing for Erosion Control

- Measurement: The quantity for this Item shall be per square yard of mulching and grassing installed for erosion control.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of mulching and grassing for erosion control.

m. Bid Item 46: Sod

- Measurement: The quantity for this Item shall be square yard of sod installed.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of sod to match the existing grassing.

n. Bid Item 47: Remove and Reset Fencing-Chain Link

- Measurement: The quantity for this Item shall be linear foot of existing chain link fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing chain link fence to allow for access to the existing manholes to perform the required rehabilitation.

o. Bid Item 48: Remove and Reset Fencing-Wood Privacy

- Measurement: The quantity for this Item shall be linear foot of existing wood privacy fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing wood privacy fence to allow for access to the existing manholes to perform the required rehabilitation.

p. Bid Item 49: Maintenance of Traffic

- Measurement: The quantity for this Item shall be for all items necessary for a complete traffic maintenance system for each day (24-hour period) that traffic control measures are necessary in addition to cones and flagmen.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of developing, implementing, and maintaining the necessary traffic maintenance beyond the typical cones and flagmen to allow for the cleaning, television inspection and CIPPL of the storm water and sanitary sewer mains for each day (24-hour period)

requiring traffic maintenance measures issued in a work order. All maintenance of traffic shall be performed in accordance with state and local authorities. The use of only cones and flagmen for maintenance of traffic shall be considered incidental to the television inspection.

C. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000
➤ Disease-Each Employee	\$500,000
➤ Disease-Policy Limit	\$100,000

D. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes this this contract necessary.

E. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.



City of Milton

Purchasing Department

ITB 2021.02 Cured In Place Pipe

ADDENDUM #1

March 4, 2021

1. Could the Owner/Engineer please clarify if this CIPP rehab bid is for storm or sanitary or for both the assets? The measurement and payment section is giving conflicting information. **The contract is for both sewer and storm drain.**
2. If the city plans to rehab storm pipe as well using these said contract pricing, where are the pay items for cleaning storm pipeline segments? Bid items 27 to 30 are for sanitary pipeline. **Items 27 through 30 shall be Main Line cleaning for sewer and storm drain.**
3. In regards to sanitary pipe cleaning bid items 27-30, could the Owner/Engineer please clarify if any of the cleaning will involve tuberculation removal? If yes, then please add pay items for Tuberculation removal per pipe size range? **No, it does involve tuberculation.**
4. In regards to storm pipe cleaning, could the Owner/Engineer please clarify if they anticipate any barnacle removal? If yes, then please add pay items for barnacle removal per pipe size range? **No, it does not include barnacle removal.**
5. In regards to Bid Item 32 thru 35, the measurement and payment says "The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times", this statement is fair when the Work Order is for one location which requires one bypass setup. The same statement will undermine the contractor and open to huge financial risk, if in case there is one Work Order which has multiple locations with multiple segments needing bypass. Could the Owner/Engineer please consider re wording it to "to be paid per setup"? **The work order will be for one location.**
6. In reference to protruding laterals removal, the specs mention "The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection", if in case the laterals are already leaking will the contractor be required to grout the lateral connection? If yes, as this is unknow please add a pay item for grouting lateral on as needed basis. **You will not be responsible for any leaks Pryor to any work being done.**
7. In reference to Bid Item 49 - Maintenance of Traffic, under measurement and payment each day is defined by as 24 hrs., Could the Owner/Engineer please clarify if the contractor needs traffic control measures during normal working hours (8-12

hrs) and does not need traffic control for full 24 hrs, how will he be compensated by the day or by the hour? *As long as the road can be reopened to normal flow of traffic, traffic control will only be needed during working hours.*

8. Could the Owner/Engineer please share previous detailed bid tabulations of similar project scope? *This is the first contract for this type of work do not have any bid tabs of previous work history.*
9. Could the Owner/Engineer please share a summary of purchase orders history released in previous year annual contract of similar scope? *Same answer as question number 8.*
10. Can I request the previous bid tabulations for this subject bid? *Same answer as question number 8.*
11. Can we get a copy of the two additional sections referenced in the bid language?
 - a. **Section 28.A** for Bid Item 1 TV Inspection states... *"All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements."* I cannot find this section within the actual bid documents.
Section 02651 information is attached.
 - b. **Section 28.B** for Bid Items 2 through 26 it states... *"All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein."* Same as above, I cannot find this section within the actual bid documents and there are no supplemental attachments in the link.
Section 02760 information is attached.

End of Addendum #1

The information given in this addendum is in addition to or supersedes conflicting information in the invitation to bid and is hereby made a part of the request.

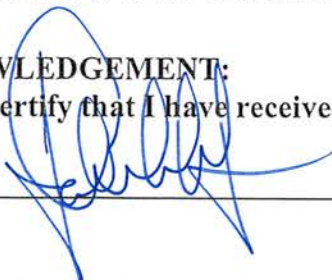
Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BID.

ACKNOWLEDGEMENT:

I hereby certify that I have received the above addendum:

Signature



Date

03-08-2021

**THIS ACKNOWLEDGEMENT MUST BE RETURNED
WITH BID/PROPOSAL PACKAGE.**

Section 02651 - Television Inspection

PART 1: General

1.1 *Description* – Provide all labor, materials, tools, equipment and incidentals as shown, specified, and required to perform television (TV) inspection of existing, new and rehabilitated piping including sewer mains and sewer lateral connections.

1.2 *Definitions* –

1.2.1 *Pre-Construction Inspection* – TV inspection of sewers and storm drains to ascertain that the condition of the pipe meets acceptable standards for the proposed rehabilitation.

1.2.2 *Post-Construction Inspection* – TV inspection of repaired or rehabilitated sewer mains and storm drains.

1.3 *Requirements* – The Contractor shall be aware that this Contract requires work in active sewers and shall follow all federal, state and local requirements for safety in confined spaces.

1.4 *Performance Requirements* –

1.4.1 Inspection shall be performed by a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) certified operator and shall meet the coding and reporting standards and guidelines as set by PACP. All report annotations, pipe conditions and pipe defects shall be identified properly using PACP codes as defined by PACP, and severity ratings shall be calculated according to PACP.

1.4.2 Quality of inspection recording shall be acceptable to CITY when viewed on a standard computer monitor.

1.5 *Submittals* –

1.5.1 CCTV equipment, including make, model, age of video systems and tractors, and documentation that CCTV software is PACP v4.2 -certified.

1.6 *Reference Standards* – NASSCO prepared Pipeline Assessment and Certification Program, Second Edition Reference Manual, 2001. This manual includes a standard TV inspection form and sewer condition codes.

PART 2: Products

2.1 *Television Equipment* –

2.1.1 *Closed Circuit TV Equipment* – Select and use closed-circuit television equipment that will produce a color recording. The camera and video system components shall have the following properties:

2.1.1.1 Equipped with footage counter accurate to two tenths of a foot that displays on the TV monitor the exact distance of the camera from the starting point of the recording.

2.1.1.2 Lighting system that allows the features and condition of the pipe to be clearly seen. Lighting shall not cause shadows or loss of color within the field of view of the camera.

2.1.1.3 Capable of operating in 100 percent humidity conditions.

2.1.1.4 Capable of producing a minimum 470 lines of vertical resolution color video picture. Picture quality and definition shall be to the satisfaction of the Engineer.

2.1.2 *Pipe Inspection Camera* – The pipe inspection camera and video components shall have the following additional properties:

2.1.2.1 Capable of producing a video recording using a pan-and-tilt, radial viewing, pipe inspection camera that pans ± 275 degrees and rotates 360 degrees.

2.1.2.2 Camera height adjustment so that the camera lens is always centered at one-half The inside diameter, or higher, in the pipe being televised.

2.1.2.3 Include a reflector in front of the camera if necessary to provide acceptable video image quality in large diameter pipe.

2.1.3 *TV Studio* – TV studio is to be contained in an enclosed truck, trailer or van. It shall have room and seating for the operator and the City Employee and also room for at least one standing visitor with the doors closed. The studio shall have air conditioning and heating.

Normal operation of all equipment, including the TV camera, monitor, and winches is to be from a control panel in the studio.

2.1.4 *Recording* – All recordings are to be in digital format.

2.1.4.1 *Image Capture* – Digitized picture images shall be stored and be exportable as JPEG formats.

2.1.4.2 *Video Capture* – Full time live video and audio files shall be captured for each pipe segment and lateral inspected. The files shall be delivered in MPEG format on a USB 2.0 external hard drive and viewable at real time and fast forward speeds on an external personal computer that utilizes MicroSoft Media Player, version 9.0. Alternate digital formats will not be accepted unless approved by the CITY in advance of submittal. The video shall have a minimum resolution of 640 pixels (x) by 480 pixels (y) and an encoded frame rate of 29.97 frames per second. System shall perform an automatic disk image/file naming structure to allow saved video/data sections to be “Burned” to digital format. It shall have the capability of “burning” a minimum of 120 minutes of recording to the DVDR media. The video recording shall be free of electrical interference and shall produce a clear and stable image. The audio recording shall be sufficiently free of background and electrical noise as to produce an oral report that is clear and discernable. The digital recordings and inspection data shall be cross-referenced to allow instant access to any point of interest within the digital recording.

PART 3: Execution

3.1 *Television Inspection* –

3.1.1 Prior to TV inspection, clean sewer lines, storm drain, and manholes. Re-clean any sewer line or manhole found to be dirty during the TV inspection process.

3.1.2 Perform Post-construction Inspections of cured-in-place mainline liners no sooner than 30 days after the completion of the lining work.

3.1.3 Televis the sewer and storm drain line to document the condition of the line. Notify the CITY 48 hours in advance of any TV inspection so that the CITY may observe inspection operations. Provide a color recording showing the completed Work.

3.1.4 For mainline sewer and storm drain inspections, inspections shall be from center of the starting manhole

to

the center of the ending manhole. Record the condition of the entire circumference of the pipe penetration. Measure distances along the pipe from the center of the upstream manhole.

3.1.5 Prior to recording the location of defects, construction features and service connections, remove slack in the cable of the television inspection camera to ensure metering device is designating proper footage. Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape, or other suitable device.

3.1.6 Perform the preset before starting to record the inspection (i.e. the counter should not suddenly reset or jump during the recording). If a preset point on the CCTV cable is used to set the counter, Contractor shall back up the camera after setting the preset and record the entry to the pipe.

3.1.7 Center the camera in the middle of the pipe.

3.1.8 Move the camera through the line (in the downstream direction whenever possible) at a uniform rate not to exceed 30 feet per minute.

3.1.9 Stop at every joint for three seconds. When infiltration or other defects are evident, use pan and tilt to document pipe condition. Stop elsewhere when necessary to ensure proper documentation of the sewer's condition.

3.1.10 Stop at every lateral connection. Center the camera so that the lighting and the pan and tilt view can be used to inspect as far into the lateral connection as possible. Pan the circumference of the tap, recording all defects found in the service connection. Where lateral flow is observed, observe flows from service connections for approximately two

minutes to ascertain if the flow is sanitary or extraneous flow. The video recording may be paused during observation. Record results of the flow observed on video recording and inspection logs.

3.1.11 Capture color still shots of video recordings for all defects encountered.

3.1.12 Use manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer and storm drain conditions to move the camera through the sewer and storm drain lines.

3.1.13 TV inspection recordings shall be continuous for each pipe segment.

3.1.14 Adjust light levels, clean fouled or fogged lens, and allow vapor to dissipate from camera lights in order to produce acceptable recordings. All TV inspection recordings that do not meet the specified requirements shall be retelevised at no additional cost to the Owner.

3.2 *Flow Control* –

3.2.1 Adequately control the flow in the section being televised. Plugging or bypassing of the flows may be used to accomplish this. Recordings made where the depths of wastewater flow shown below are exceeded will be rejected:

Flow Control During Television Inspection

Pipe Diameter (Inches) 6-10 / Depth of Flow (% of Pipe Diameter) 10

Pipe Diameter (Inches) 12-24 / Depth of Flow (% of Pipe Diameter) 15

Pipe Diameter (Inches) Over 24 / Depth of Flow (% of Pipe Diameter) 20

3.2.2 Whenever flows in a sewer line or storm drain are blocked, plugged, pumped, or bypassed, take sufficient precautions to protect the sewer and storm drain lines from damage that might be inflicted by excess water surcharging. Further, take precautions to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers or storm drain involved. No overflows are permitted. The Contractor is responsible for all damages.

3.2.3 Contractor is responsible for all damages to Contractor owned and operated equipment, Owner facilities, and privately owned facilities caused by malfunction of plugs, pumps or other Contractor equipment. In the event of a failure or malfunction of Contractor equipment, Contractor is responsible for all work necessary to restore facilities to preconstruction condition including but not limited to excavation and restoration of sewer lines and roadways required to retrieve malfunctioning or stuck cameras, plugs and hoses.

3.2.4 It is anticipated that portions of the sanitary sewer are bowed or bellied and as a result the camera will be submerged. Wherever the camera encounters a submerged condition, or where the wastewater flow depth exceeds the maximum allowable, reduce the flow depth to an acceptable level by performing the survey TV inspection during minimum flow hours, or by pulling a camera with swab, high-velocity jet nozzle or other acceptable dewatering device. Recordings made while floating the camera are not acceptable unless approved by Engineer.

3.3 *Passage of TV Camera* – If during TV inspection of a pipe segment the camera is unable to pass an obstruction even though flow is unobstructed, televise the pipe segment from the opposite direction in order to obtain a complete recording of the line. Measure the distance between the manholes (centerline to centerline) with a tape or wheel to accurately determine the total length of the manhole segment.

3.4 *Inspection Deliverables* –

3.4.1 *Written Inspection Reports* – Provide printed location records to clearly identify the location of each defect, or lateral connection, in relation to adjacent manholes, using a standard stationing system zeroed on the upstream manhole. Record all information requested using proper NASSCO PACP defect codes. The reports shall include at least the minimum amount of information required by PACP, including required PACP header information. Color still shot images of all defects encountered shall be included with each pipe segment.

3.4.2 *Electronic Inspection Reports* –

3.4.2.1 Provide a NASSCO PACP v4.2 certified database listing all PACP required data

fields for each pipe segment. The provided database shall be in “.mdb” format with no password protection on the file.

3.4.2.2 For each type of CCTV deliverable (Pre-Construction, Post-Construction, Warranty), provide a single database containing all the inspections for the Project.

3.4.2.3 Post Construction deliverables will contain a single inspection for each asset, inspected upon completion of all non-warranty Work on the asset.

3.4.2.3.1 Submit two inspection records for a single asset only if the asset cannot be completely inspected from one side due to the physical condition of the pipe.

Properly use the PACP “MSA” coding for each such inspection record.

3.4.3 *Inspection Recordings –*

3.4.3.1 Provide digital inspection recordings for all recordings, unless otherwise specified in paragraph 3.4.4.

3.4.3.2 Recording shall be of a quality sufficient for Engineer to evaluate the condition of the sewer or storm drain, locate the service connections, and verify cleaning. If CITY determines that the quality is not sufficient, re-televis the sewer or storm drain segment and provide a new recording and report at no additional compensation. Camera distortions, inadequate lighting, dirty lens, or blurred/hazy picture will be cause for rejection. Payment for televised inspection will not be made until CITY approves the recordings and reports.

3.4.3.3 Only pipe segments from the same Project shall be included on a given hard drive. Multiple deliverable types may be included on a given hard drive, but the files must be organized in individual project folders. TV Inspection recordings shall not be edited.

3.4.3.4 Digital recordings: Each pipe segment must be its own electronic file. Electronic recording file must allow snap scrolling to allow easy and quick access of the entire recording.

3.4.3.5 Each hard drive must have a file index whose name contains the pipe segment reference number.

3.4.3.6 Maintain a master copy of all recordings and Inspection Reports for two years after delivery of reports and recordings.

3.4.3.7 Label each hard drive with the following information:

3.4.3.7.1 File Number

3.4.3.7.2 Contractor’s Name

3.4.3.7.3 Project Name

3.4.3.7.4 Contract Number

3.4.3.7.5 Drawing Number

3.4.3.7.6 Inspection Type: Post Cleaning, Repair

3.4.3.7.7 Date Televised

3.4.3.7.8 Pipe Segment Asset Identification Number

3.4.4 *Inspection –* Inspection deliverables for different types of inspections are defined below:

3.4.4.1 *Pre-Construction Inspection –* One copy on a USB 2.0 external hard drive of PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

3.4.4.2 *Post-Construction Inspection –*

3.4.4.2.1 Two copies of Written Inspection Reports in bound report with project name on binder spine. Reports to be filed in ascending order by upper manhole number.

3.4.4.2.2 One copy on a USB 2.0 external hard drive of the PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

+ + END OF SECTION + +

SECTION 02760 CLEANING OF SEWERS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to clean the pipelines.
- B. The cleaning Work required includes, but is not limited to, the following:
 - 1. Field locating all manholes or inlets along the sewer or storm drain reaches to be cleaned.
 - 2. Cleaning of existing sanitary sewers or storm drain.
 - 3. Cutting of roots, grease, intruding sealing ring material and objects wedged in pipe joints from existing sanitary sewers or storm drain.
 - 4. Removal of debris from the sewers and storm drains.
 - 5. Disposal of waste and sediment.
 - 6. Cleaning up as the Work progresses and after the completion of all Work activities.
 - 7. All other Work required for the complete and satisfactory cleaning of the pipelines.

1.2 DEFINITIONS

- A. Normal cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe, manholes or inlets in 1 to 3 complete passes of the nozzle.
- B. Root cutting and grease cutting – removal of roots larger than fine roots (as defined by PACP), hardened grease and intruding sealing ring material using cutting device.
- C. Heavy cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe in 4 to 8 complete passes of the nozzle.

1.3 RELATED SECTIONS

- A. Section 02651, Television Inspection.

1.4 GENERAL PRECAUTIONS

- A. This Contract requires work in active sewers and storm drains. Adhere to all federal, state, and local requirements for safety in confined spaces.
- B. Take precautions to protect sewer mains, storm drains, laterals and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.
- C. When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.
- D. Do not surcharge the sewer or storm drain beyond the elevation that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

- E. Some of the manholes accessing sections of the sewer and storm drains included in this work are located outside the right-of-way. For Work located outside the right-of-way, Limits of Construction will be provided on maps. Do not encroach on lands outside the designated Limits of Construction at any time during the Work.
- F. Restore or repair any facility, public or private, which is damaged by CONTRACTOR actions at no cost to OWNER.

1.5 SUBMITTALS

- A. Specifications of the sewer and storm drain cleaning equipment, including performance data on pump, hose diameter and length, tank capacity, and intended nozzles and root cutters, to be used on the job. Provide a chart that shows hose length and diameter versus volume and pressure.
- B. Specifications on the equipment to be used to remove sediment and debris at the downstream manhole of each reach to be cleaned.

1.6 QUALIFICATIONS

- A. CONTRACTOR shall have experience in the cleaning of sewers and storm drains. Documentation of experience shall be furnished to the CITY upon request.

PART 2 - PRODUCTS

2.1 MAINLINE SEWER CLEANING EQUIPMENT

- A. Sewer cleaning equipment shall consist of truck-mounted, high velocity hydro-cleaning equipment. The equipment shall be provided with a minimum of 500 feet of one-inch inner diameter high-pressure hose with a selection of high velocity nozzles, as required for the cleaning operation. The various nozzles shall produce a scouring action from 10 to 45 degrees in all size sewers to be cleaned. Use nozzles matched to the pumps and the site-specific cleaning requirements. Mount all nozzles with skids. A tiger tail or boot or downhole roller is required. A pressure gauge shall show operating pressure and a flow meter shall show flow rate. A table to translate shown pressures to delivery pressure shall accompany each cleaner unit.
- B. The pumps shall be capable of delivering a minimum 60 gpm at 2,000 psi at the nozzle head. A relief valve shall regulate pressure to the nozzle. The unit shall carry its own water tank, minimum of 1,000 gallons, auxiliary engines and pumps, and a hydraulically-driven hose reel.
- C. All controls shall be located so that the equipment can be operated aboveground.
- D. Include appropriate adaptors, hoses and nozzles for cleaning laterals from mainline sewer.

2.2 VACUUM EQUIPMENT

- A. Provide equipment capable of removing all sand, dirt, rocks, roots, and other debris from the sewer and manhole.
- B. Provide screens to prevent scoured debris from migrating downstream of the limits of the Work.

+ + END OF SECTION + +

CONSENT ITEMS 3.2

Approval to Piggyback upon Agreement between Polk County and General Construction Services, Inc. for SCADA Construction Services - No. 41-22-43

Issue:

Approval of piggyback agreement with GCS for SCADA Construction Services

Background:

The WWTP is controlled by automation utilizing a Supervisory Control and Data Acquisition (SCADA) programming system. This allows continuous monitoring, alarm, and operator notifications of plant operations. Since this is a specialty field, we require outside expertise. We request GCS as this service provider.

Attachment(s):

1. DRAFT--GCS-Polk SCADA Services Piggyback 11-22
2. RFP, Response, Contract

Fiscal Impact:

The annual fiscal expenditures will be estimated at \$20,000.

Staff Recommendation:

It is recommended by staff to the City Council to approve the piggyback agreement with GCS for SCADA Construction Services.

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

WHEREAS, **General Control Systems, Inc.**, a Florida corporation, located at 3520 Airport Road, Lakeland, Florida 33811, a Florida Corporation (Contractor) entered into an agreement effective June 8, 2022, with Polk County Florida, a political subdivision of the State of Florida, for **Utilities SCADA Construction Services** (Agreement), procured pursuant to F. S. §287.057, RFP 22-409 .

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

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

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement, which begins on October 21, 2022, with a term of five (5) years, expiring on October 20, 2027, unless terminated as provided.
4. The Contractor shall guarantee pricing in the Cost Sheet for three (3) years. Years 4 and 5 unit pricing may be indexed to the initial unit pricing using the Construction Cost Index (CCI) published by the Engineering News-Record (ENR). The following calculation shall be used to adjust initial pricing levels: $((CCI \text{ Index for Year 4 minus } CCI \text{ Index for Year 1}) / CCI \text{ Index for Year 1}) \times 100 = \text{Years 4 and 5 Allowable Increase}$
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**

Contractor Legal Representative

City of Zephyrhills

Signature Date

Jodi Wilkeson Date
City Council President

Print Name

WITNESS

ATTEST

Signature Date

Lori L. Hillman Date
City Clerk

Print Name

MASTER AGREEMENT FOR UTILITIES SCADA CONSTRUCTION SERVICES

THIS AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida, 33830, and General Control Systems, Inc. (the “Contractor”), a Florida corporation, located at 3520 Airport Road, Lakeland, Florida 33811 and whose Federal Employer Identification Number is 14-1795181.

WHEREAS, the County desires to retain the services of a third-party vendor to provide SCADA engineering, permitting, and construction services for planned and emergency projects for Polk County Utilities Division; and

WHEREAS, the County has solicited for these services via an advertised request for proposal (“RFP 22-409”), and has received numerous responsive proposals thereto; and

WHEREAS, the Contractor has considerable expertise in Supervisory Control and Data Acquisition (SCADA) systems and related subsystems including electrical, instrumentation, server, and networking systems; and

WHEREAS, the Contractor is able and agreeable to providing the County the construction related services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Contractor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

2.0 Services to Be Performed by Contractor

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP 22-409, to include all attachments and addenda, and (ii) the Contractor’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 22-409”), both of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made

a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the “Projects”). For purposes of this Agreement, a “Project” shall be defined as Services required by the County and performed by the Contractor, whether planned with advance notice, or required and performed as a result of an emergency, each as further set forth and described below.

2.2 Planned Projects.

2.2.1 When the County requires the Contractor to perform Services for a planned Project, the County, by the Division Director or their Designee, will issue a Work Authorization to the Contractor stating the specific scope of services, time schedule, and a maximum limit of compensation based on the unit prices listed in Exhibit “B” for the planned Project, and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: (1) specific scope of services, (2) maximum amount of compensation, (3) Project schedule, (4) liquidated damages (if applicable), (5) Public Construction Bond (if applicable). Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.2.2 Planned Work Authorizations greater than \$100,000 shall be approved by the County Manager or designee prior to a purchase order being issued for the Services. These Work Authorizations must also include a history of cumulative spend for all prior work authorizations executed under this Agreement.

2.2.3 The Contractor is not authorized to undertake any planned Project without a duly executed Work Authorization and corresponding purchase order, which shall specify the Services to be performed and the time to be completed.

2.3 Emergency Projects.

2.3.1 When the County requires the Contractor to perform Services for an emergency Project, the County, by the Division Director or their Designee, will notify the Contractor of the emergency, generally defined as life threatening, a health-related risk, acts of nature and equipment/product failure. The Contractor shall mobilize crew within two (2) to four (4) hours of the first call on any given day, night, weekend, or holiday. The estimated cost will be set at time of said emergency. The Services shall commence at once and a Work Authorization and purchase order will be issued when an accurate cost can be established. All provisions of this

Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization.

2.4 Non-Exclusive Provider. The Contractor recognizes and acknowledges that the County may employ several different contractors to perform the same or similar Services for the County and that the Contractor has not been employed as the exclusive agent to perform any such Services.

2.5 Work Authorizations Valid After Agreement Expiration. When the Contractor and the County enter into a Work Authorization for any Project where the term of the Work Authorization expires on a date that is later than the date that this Agreement expires, the Contractor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining Services prior to the Contractor's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 The County shall pay the Contractor in accordance with Exhibit "B", "Cost Sheet", which is attached hereto and incorporated by reference as part of this Agreement. The Cost Sheet identifies all in scope line items, which will be performed as billable services pursuant to this Agreement and the fee for each line item. Performance of work by line items not listed on the Cost Sheet may be considered out of scope work. Out of scope work shall not be performed without prior written approval by the County, and doing so will result in nonpayment for such services.

3.1.2 Out of scope work is defined as necessary items of construction that are not included in the Scope of the Work as described in RFP 22-409 and this Agreement. If during the course of executing a planned or emergency Project, the Contractor determines there are necessary items of construction that are not included on Exhibit "B", the Contractor should

submit an out of scope proposal for all out-of-scope work. The cost of the out of scope work shall not be greater than twenty percent (20%) of the cost of the in scope work.

3.1.3 For all Work Authorizations greater than \$100,000, the Contractor shall furnish a Public Construction Bond (PCB) in the amount of such Work Authorizations. For all Work Authorizations greater than \$50,000 but less than \$100,000, a determination will be made by the Utilities Director or Designee if a PCB shall be required. A purchase order will be issued to the Contractor for the purpose of obtaining a PCB for the applicable Work Authorization. The Contractor must provide an original PCB to the Procurement Division prior to beginning work on the specified or approved Work Authorization for planned Projects only. For Emergency Projects requiring a PCB, the Contractor shall provide an original PCB to the Procurement Division within five (5) business days after the Notice to Proceed has been issued.

3.1.4 Upon the mutual agreement of the parties, the Cost Sheet, as set out in Exhibit "B" may be adjusted by a written amendment to this Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter Cost Sheets for Work Authorizations in effect at the time of the amendment.

3.1.5 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual Work Authorization.

3.1.6 Each individual application for payment shall be due and payable twenty (20) business days after receipt by the County of correct, fully documented, application for payment, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices for payment must reference this Agreement, corresponding purchase order number and shall be delivered, as applicable based on the particular Project. Payment is subject to retainage in accordance with FS 218.735. The amount of retainage is 5% until such time retainage is reduced in accordance with the contract document or as provided in FS 218.735.

3.1.7 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Polk County Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880

3.1.8 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor's submission of a Final

Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.9 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.10 By submitting an invoice, the Contractor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Reimbursable Expenses

3.2.1 The Contractor's requests for payment of parts eligible for reimbursement under the terms of this Agreement shall be reimbursed at cost plus ten percent (10%) as stated in Exhibit "B" of this Agreement. The Contractor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Contractor's performance of the Services in accordance with this Agreement.

3.2.2 Contractor shall request reimbursement for PCB, if applicable, on the first application for payment; a copy of the bond premium invoice should be attached to the first application for payment and will be reimbursed at cost.

3.2.3 All assets, i.e., durable goods, purchased as reimbursable expenses become the property of the County upon completion of any work for which the asset was utilized. All such assets must be immediately surrendered by delivery to the County's Utilities Division offices upon demand following the termination of this Agreement.

3.2.4 Contractor shall maintain a current inventory of all such assets.

4.0 Contractor's Responsibilities

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Contractor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out

of the Contractor's performance or nonperformance of this Agreement. The Contractor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Contractor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Contractor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 27.0, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Contractor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the County shall have the right to

terminate this Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Contractor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services, then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees provided, however, that Contractor shall not be obligated

to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. Contractor shall also provide an updated Certificate of Insurance upon renewal material change, cancellation, non-renewal or Insurer change. General Liability, Automobile and Workers' Compensation (including Employers Liability) policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of at least VIII. The Contractor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage. In the event the Contractor hires subcontractors to do any part of the Contracted work, the subcontractors shall be required to carry the same coverage as setout herein.

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$1,000,000
All States Endorsement	Statutory
USL & H Endorsement	Statutory
Voluntary Compensation	Statutory

b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager,

Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed \$25,000.

Aggregate Combined:	<u>\$2,000,000</u>
Each Occurrence:	<u>\$2,000,000</u>
M&C/CGL	<u>\$</u>
Broad Form CGL	<u>\$1,000,000</u>
Contractual Liability	<u>\$1,000,000</u>
Products	<u>\$</u>
Completed Operation	<u>\$1,000,000</u>
Personal Injury	<u>\$</u>
Independent Contractors	<u>\$</u>
XCU Property Damage Excel	<u>\$</u>
Excess Liability	<u>\$</u>

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability	<u>\$1,000,000</u>
Combined Single Limit Each Accident	

Professional Liability in the amount of \$2,000,000 per occurrence.

12.0 Public Construction Bond

12.1 All Public Construction Bonds shall be in the form prescribed by the Work Authorizations issued for each project except as otherwise provided by Laws or Regulations, and shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

12.2 PCB's shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents.

12.3 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

12.4 If the surety on a bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 12.1, the Contractor shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the County.

13.0 Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Contractor.

14.0 Non-Discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

15.0 Designation of Party Representatives

15.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

15.2 The Contractor shall designate or appoint one or more Contractor representatives who are authorized to act on behalf of and to bind the Contractor regarding all matters involving the conduct of its performance pursuant to this Agreement.

16.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

17.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

18.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

19.0 Public Records Law

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) 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 AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

20.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

21.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

22.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance

with the provisions of this Section 22. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Utilities Division
1011 Jim Keene Boulevard
Winter Haven, Florida 33880
Attention: Director

For Contractor: General Control Systems, Inc.
3520 Airport Road
Lakeland, Florida 33811
Attention: Eric Sullivan

23.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement; any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

24.0 Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made for that purpose.

25.0 Employment Eligibility Verification (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

26.0 Contractor Representations

26.1 The Contractor hereby represents and warrants the following to the County:

26.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Alabama with full right and authority to do business within the State of Florida.

26.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

26.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

26.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

26.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

26.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

26.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

26.1.8 Contractor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

26.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

27.0 Default and Remedy

If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Contractor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Contractor, then the Contractor shall

have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

28.0 Limitation of Liability

IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

29.0 Waiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

30.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

31.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance

if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

32.0 Key Personnel

The Contractor shall notify the County if any of the Contractor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Contractor shall remove without consequence to the County any of the Contractor's contractors, subcontractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Contractor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel":

Name: Eric Sullivan

Name: Milton Weaver

Name: Rich Wargo, P.E.

Name: Carl von Dorn

Name: Chuck Maxwell

Name: Samantha Hartig

Name: Jeff Faulkner

Name: Jimena Ibarra

Name: Jason Lewis

Name: Jennifer Waymire

33.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:

(a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Contractor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Contractor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

34.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

35.0 Unauthorized Alien(s)

The Contractor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: Alison Holland
Deputy Clerk

By: Martha Santiago
Dr. Martha Santiago, Chair
Board of County Commissioners



Date Signed By County 11/1/2022

Reviewed as to form and legal sufficiency:

[Signature]
County Attorney's Office Date

ATTEST:

General Control Systems, Inc.,
a Florida corporation

By: Caroline Zimmer
Caroline Zimmer
PRINT NAME

By: Ronald Bruce
Ronald Bruce
PRINT NAME

Notary Public
TITLE

President
TITLE

Date: October 21, 2022

SEAL
CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01Z16434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____
 The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
 Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF New York County OF Albany
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10/21/22 (Date) by Randall Powell (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 10/21/22 (Date) _____ (Official Notary Signature and Notary Seal) Caroline Zimmer (Name of Notary typed, printed or stamped)
 Commission Number 01216434568 Commission Expiration Date 6/6/26

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____
 The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
 Commission Number _____ Commission Expiration Date _____

CAROLINE ZIMMER
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01216434568
 Qualified in Saratoga County
 My Commission Expires 06-06-2026

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ a partnership.

He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have

knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) .

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
GENERAL CONTROL SYSTEMS INC

Filing Information

Document Number P21000095426
FEI/EIN Number 14-1795181
Date Filed 11/05/2021
Effective Date 11/01/2021
State FL
Status ACTIVE

Principal Address

3520 AIRPORT ROAD
LAKELAND, FL 33811

Mailing Address

17 CORPORATE CIRCLE
ALBANY, NY 12203

Registered Agent Name & Address

SULLIVAN, ERIC
5974 VELVET LOOP
LAKELAND, FL 33811

Officer/Director Detail

Name & Address

Title P

POWELL, RANDALL
17 CORPORATE CIRCLE
ALBANY, NY 12203

Title VP

PACIFICO, GREG
17 CORPORATE CIRCLE
ALBANY, NY 12203

Annual Reports

Report Year	Filed Date
2022	02/02/2022

Document Images

02/02/2022 -- ANNUAL REPORT	View image in PDF format
11/05/2021 -- Domestic Profit	View image in PDF format

Exhibit "A-i"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing various utility SCADA-related construction projects, including all engineering, permitting, and construction related items as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 22-409, Utilities SCADA Construction Services

Description: Deliver turn-key projects, including all engineering, permitting, and construction for an indefinite quantity of various utility-related supervisory control and data acquisition (SCADA) projects.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 8, 2022

Bid Opening: Wednesday, June 8, 2022, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held **Tuesday, May 24, 2022, 1:30 p.m.** at the Utilities Administration Building, Room 63, 1011 Jim Keene Blvd, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To receive a copy of Attachment "B" Contractor Work Analysis Form, Attachment "C" Cost Sheet, Attachment "D" SCADA Work Authorization Form, and Exhibit VI-A, 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 "**RFP 22-409 Utilities SCADA Construction Services.zip**", select "Open" or "Save As" to download the RFP Attachment "B", Contractor Work Analysis Form, Attachment "C" Cost Sheet, and Exhibit VI-A. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 31, 2022, 4:00 p.m.

RFP REGISTRATION

You must register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 22-409

RFP Title: Utilities SCADA Construction Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

Bid Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the proposal where requested.

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	22-409
RFP Title	Utilities SCADA Construction Services
Due Date/Time:	June 8, 2022, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 22-409
Utilities SCADA Construction Services

Sealed proposals will be received in the Procurement Division, Wednesday, June 8, 2022, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, Procurement Analyst, via email at Ari Goldstein or via fax at (863) 534-6789. **All questions must be received by Tuesday, May 31, 2022, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863) 534-6757

Introduction/Background

Polk County (the “County”), a political subdivision of the State of Florida, is seeking proposals from qualified and experienced Florida Licensed State Certified Electrical Contractors and Licensed General Contractors (each a “Contractor”) to provide the utility Supervisory Control and Data Acquisition (SCADA) construction services described below utilizing a purchase order (PO) delivery.

The County intends to enter into an agreement with one or more qualified Contractor(s) determined in accordance with the requirements in this Solicitation. The selected Contractor(s) will be those whose submittals are responsive, responsible, and the most advantageous to the County, as determined by the County at its sole discretion. The Contractor(s) is expected to complete each project without any delays or cost increases, and to meet all applicable standards and specifications for SCADA-related construction.

Award of this RFP shall impose no obligation on the County to utilize the Contractor(s) for all work of this type, which may develop during the period of this RFP. The County specifically reserves the right to concurrently contract with other companies for similar work or use its own personnel, whichever it deems to be in the best interest of the County.

SCOPE OF WORK

The Contractors will be expected to deliver turn-key projects, including all engineering, permitting, and construction related items.

The scope of work as defined by this solicitation will be planned projects or emergency projects. The planned and emergency projects include, but are not limited to, SCADA and related assets including control panels, programmable logic controllers (PLCs), HMI software platforms, power systems, motor & process control equipment, instrumentation and remote terminal units (RTU's). Contractors shall provide electrical power, motor control, lighting, grounding, process and instrumentation diagrams, and properly document all system changes, revisions, modifications. Contractors shall provide

SCADA human machine interface (HMI), programmable logic controllers (PLCs), network, and related equipment programming for new automated control processes and to modify existing automated control processes in coordination with the County's existing standards and systems. Contractors shall furnish, install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

Contractors will be required to provide as-built documentation and operation and maintenance (O&M) manuals for all work performed. Contractors shall develop schedules for all planned projects and shall maintain agreed upon schedules barring force majeure. All work shall conform to the requirements set forth in the County's Utilities Standards and Specifications Manual (USSM), latest addition, as well as all applicable electrical codes and standards. Contractors shall support the County's electrical safety program through safe and reliable electrical installations and safety studies including short circuit current and coordination studies. Contractors shall perform work as needed to quickly resolve electrical power, control, network, and related problems, and restore full functionality of County SCADA systems affected by Contractors projects or work. From time to time, the County may have other contractors on site performing work under other County bids or contracts. The Contractors will coordinate with these third-party contractors when necessary.

PLANNED PROJECTS

If more than one contractor enters an agreement with the County, the County shall determine which contractor will complete planned projects by performing an analysis based on contractors' expertise, experiences, and available personnel to complete the scope of services for each planned project (Attachment "B", Contractor Work Analysis Form).

For any planned work determined by the County to be appropriate, the County will either provide the Contractor with a written scope of work or will request a scope of work proposal from the Contractor. The Contractor shall acknowledge the request and be

available for a meeting and/or site visit within three (3) working days. The Contractor shall provide a budget, based on unit prices submitted in the Contractor's proposal, within ten (10) working days after the meeting and/or site visit. When appropriate, the cost of a public construction bond shall be included in the budget.

During the term of the contract, work will be performed as a series of individual work authorizations. Each work authorization, initiated by the County, is defined cooperatively by the County and the Contractor. Each work authorization shall consist of a specific scope of work, time schedule, and a maximum limit of compensation based on the unit prices listed on Attachment "C" Cost Sheet, to be found under Tab 4 or an approved lump sum amount.

Planned work authorizations greater than \$100,000.00 shall be approved by the County Manager or designee prior to a purchase order being issued for the services. These work authorizations must also include the Attachment "B", Contractor Work Analysis Form, Attachment "D", SCADA Work Authorization Form, and a history of cumulative spend for all prior work authorizations executed by the contractor performing the services under this RFP.

The Contractor will not be authorized to undertake any planned project without a duly executed work authorization and corresponding purchase order, which shall specify the services to be performed and the time for which the services are to be completed.

The purchase order will act as the Notice to Proceed from the County unless otherwise specified in writing by the County, by the Division Director or designee. The work authorization and authorized purchase order may only be changed by written revision to the work authorization and purchase order authorized by the County.

If the Contractor desires to make a claim for a change in the price or time of an approved work authorization and authorized purchase order, written notice of each claim, dispute and other matter shall be delivered to the County within seven (7)

calendar days of the occurrence first happening. Written supporting data will be submitted to the County within fifteen (15) calendar days after the occurrence unless the County allows additional time. If the Contractor fails to strictly comply with these notices and submittal time periods, the Contractor shall be deemed to have waived their right to assert a claim the Contractor might otherwise have had concerning the matter.

EMERGENCY PROJECTS

The selected Contractor must be available for projects that require an emergency response. Emergencies are generally defined as a threat to public health and safety, acts of nature and/or equipment/product failure that can result in non-compliance with regulatory and/or permit requirements. The Contractor must be capable of being on site within two (2) to four (4) hours of the first call on any given day, night, weekend, or holiday. The County, by the Division Director or their designee, will contact an awarded Contractor to complete the emergency project.

The work shall commence immediately upon arrival at the site and a purchase order will be issued when an accurate estimate of cost can be established. The purchase order may only be changed by written revision to the purchase order authorized by the County. Hourly labor rates for emergency projects shall be in accordance with the emergency rates listed in Attachment "C" Cost Sheet under Tab 4. All other costs shall be based on the unit prices listed in Attachment "C" Cost Sheet under Tab 4.

ON-CALL (STANDBY) SERVICES

The selected Contractors may be requested to provide on-call (standby) services to augment County staff. On-call services are typically required outside of the County's non-business hours (5 pm to 8 am weekdays and 24 hours weekends). On-call services shall be provided upon written request by the County. The unit cost for on-call services shall be based on one (1) 8-hour shift as listed in Attachment "C" Cost Sheet under Tab 4. Should the Contractor be required to respond to an issue or emergency during an on-call shift, hourly rates for on-call services shall be in accordance with the

emergency rates listed in Attachment “B” Cost Sheet under Tab 4. All other costs shall be based on the unit prices listed in Attachment “B” Cost Sheet under Tab 4.

OUT-OF-SCOPE WORK

When preparing a scope of work, if it is known or reasonably anticipated at the time that there are necessary items of construction that are not included on the Cost Sheet of the RFP proposal or, during the course of executing a planned or emergency project, the Contractor determines there are necessary items of construction that are not included on the Cost Sheet of the bid proposal, then the Contractor shall submit a proposal for out-of-scope work. The County shall not be obligated in any event for payment over the amounts identified on the purchase order. The cost of the out-of-scope work shall not be greater than twenty percent (20%) of the cost of the in-scope work. No out of scope work shall be performed without prior written approval from the County.

WORK COORDINATION/NOTIFICATION

The Contractor shall coordinate all work with the Utilities Project Manager and Utilities Operations section to ensure that plants and systems can continue to operate in a safe and compliant manner. The Contractor shall notify the appropriate Utilities Operations staff a minimum of five (5) working days prior to performing any work on an active system. If Operations staff cannot be reached, the Contractor notify the Utilities SCADA Manager and/or Utilities Project Manager assigned to the project.

BOND REQUIREMENTS:

- A. The Contractor must submit a Bid Bond (Exhibit I) in the amount of \$10,000. This document must be submitted under Tab 1, Introduction.
- B. The Contractor must submit a Letter of Bondability from their bonding agent stating their current single job limit and aggregate limit. This document must be submitted under Tab, 1 Introduction.

- C. The Bid Bond and Public Construction Bonds (PCB) (Exhibit II), as outlined below, shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.
- D. PCB’s will be required for purchase orders issued, for the amount of the scope of work, as per the following outline:
- i. Purchase orders less than \$50,000 will not require a PCB.
 - ii. Purchase orders greater than \$50,000 and less than \$100,000, a determination will be made by the County as to whether a PCB will be required.
 - iii. Purchase orders greater than \$100,000 will require PCB.
- E. A purchase order will be issued to the Contractor for the purpose of obtaining a PCB (if required). The Contractor must provide an original PCB to the Procurement Division prior to beginning work on an approved purchase order.
- F. A PCB will be reimbursed to the Contractor on the first application for payment; a copy of the bond premium invoice must be attached to the first application for payment.
- G. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

ASSIGNMENT

The Contractor(s) will not be permitted to assign its agreement with the County.

QUALIFICATIONS

The selected Contractor(s) shall hold, at a minimum, current Florida Certified Electrical Contractor and current General Contractor licenses. Contractor(s) must have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for various platforms and manufacturers utilized by the County.

The County's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, 52 weeks per year. Control panels must be assembled at a UL 508A & UL 698A listed panel shop that is located within a radius of 60 miles of the Utilities Administration building at 1011 Jim Keene Blvd., Winter Haven, Florida to enable the County the ability to monitor control panel assembly as needed.

The Contractor must show a high level of technical competency in the following technical competency groups:

SCADA Technical Competency

- Design of SCADA and automation system architectures and details.
- Configuration and programming of PLCs specifically including the following:
 - o Modicon M340 series
 - o GE RX3i and 90-30 series
 - o Siemens S7 PLC series
 - o Motorola MOSCAD ACE RTU's
- Configuration and programming of HMI systems specifically including the following:
 - o Trihedral VTScada
- Industrial communication networks including the following:
 - o Modbus and Modbus TCP

- o Siemens Profibus DP/PA and Profinet communications
- Design and construction and installation of industrial control panels.
 - o Panel manufacturer shall be UL 508A Certified (or prevailing equivalent) and all control panels supplied shall have UL 508A (or prevailing equivalent) label affixed.
- Cellular Modem communications.

Electrical Technical Competency

- Design and implementation of electrical power, grounding, lighting, and motor control systems.
- Electrical and instrumentation wiring and duct bank systems.
- Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
- Design and implementation of voice/data/video networks using fiber optic, and Ethernet systems.
- Electric/Square D power distribution, power monitoring, and motor control equipment.

Instrumentation Technical Competency

- Design, (including but not limited to the creation of P&IDs), and implementation of new instrumentation systems for process control systems.
- Configuration, programming, calibration and maintenance of instrumentation specifically including the following:
 - o Level transmitters
 - o Flow meters
 - o Pressure transmitters
 - o Online process control analyzers such as pH, ORP, Cl, etc.
 - o Valve actuators

Contractors may partner with or sub-contract up to 10% of the technical competencies that the Contractor does not normally offer.

AGREEMENT

The term of the Agreement will be for five (5) years, unless otherwise terminated in accordance with the Agreement.

PRICE INDEXING

The Contractor shall guarantee pricing in the Cost Sheet for three (3) years. Years 4 and 5 unit pricing may be indexed to the initial unit pricing using the Construction Cost Index (CCI) published by the Engineering News Record (ENR). The following calculation shall be used to adjust initial pricing levels:

$$((\text{CCI Index for Year 4 minus CCI Index for Year 1}) / \text{CCI Index for Year 1}) \times 100 = \text{Years 4 and 5 Allowable Increase}$$

This section supercedes General Information, Item #28 of this RFP Package.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Include a transmittal letter showing:
 - Company name
 - Name of person who can bind the company
 - Address
 - Telephone number
 - Email address
- Provide a copy of the following:
 - Electrical contractor license
 - General contractor license
- Provide the below exhibits:
 - Exhibit I, Bid Bond in the amount of \$10,000
 - Exhibit IV, Non-Collusion Affidavit of Prime Proposer
- Provide a Letter of Bondability from a bonding agent
- Provide the completed Proposers Incorporation Information document (submittal page)

Tab 2, Experience & Proficiency on Similar Contracts (30 Points):

- Provide a minimum of three (3) and a maximum of five (5) projects constructed within the past two (2) years for which your company provided SCADA-related engineering, permitting and construction services under a continuing contract with a public utility. Referenced projects shall demonstrate competency in areas such as PLC programming in ladder logic and function block, HMI programming with VT SCADA, and design/ installation of power distribution, motor, and process control equipment. **(Limit response to one (1) page per project)**
- For each project, please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project owner's representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed;
 - e. The nature of the firm's responsibility on the project and equipment types;
 - f. Identity of key staff and their role on each project;
 - g. Identity of subcontractors and their roles
 - h. Original budget and the final budget for the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, etc.; and
 - i. Original completion date and actual completion date.
- List in-house, full-service capabilities. Indicate if the firm has relevant industry certifications including GE Premier Solutions Provider (PSP), Schneider Electric

Solutions Alliance Level Integrator Partner, Rockwell Automation Solutions Provider, Siemens SI² Integrator Partner Program, and VT SCADA Certified Solutions Provider. **(Limit response to one (1) page)**

- Define in detail the components of the work for both a planned project and an emergency project, including applicable project management, engineering, permitting, and construction management and scheduling. **(Limit response to two (2) pages)**
- Provide the number of registered complaints/business violations filed with any State Department of Professional Regulation, Polk County Building Division, or any governmental building division. **(Limit response to one (1) page)**

Tab 3, Technical & Personnel Resources (30 points)

- Provide an organizational chart of the team highlighting the key individuals and subcontractors who will perform the services as identified above. When identifying a subcontractor, indicate the name of the person that will be the key individual assigned to the agreement. **(Limit response to one (1) page)**
- The key staff presented in the Contractor's response shall be the staff utilized for the Agreement, including any subcontractors. Provide the resumes of the key staff as identified above, including current licenses/certifications, length of time in current position, and length of time with current employer. **(Limit response to one (1) page per resume)**
- Demonstrate each key staff's availability and their ability to respond to planned projects, emergency projects, and call outs (for on-call services). **(Limit response to one (1) page for all key staff)**
- List subcontractors to be used and their location from which resources will be committed to each project. Include the subcontractors' capabilities and experience relative to this RFP's scope of work. Submit a copy of their applicable licenses and/or certifications qualifying them to perform the work. **(Limit response to one (1) page per subcontractor)**
- Describe your approach and methodology to provide the scope of services requested in this RFP. **(Limit response to two (2) pages)**

Tab 4, Cost (20 Points)

- Proposers must submit prices on all items listed on the Cost Sheet, Attachment "C". Proposers shall provide an electronic copy of the Cost Sheet in Excel format with their proposal along with a hard copy of the Cost Sheet under this tab.

Should there be a conflict in unit price on the hard copy and electronic copy, the unit price submitted on the hard copy shall prevail.

Tab 5, Is the Firm a “Polk County Entity”? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more subcontractor that is a Polk County Entity to assist in performing the scope of work then the Proposer will be allocated one (1) point for each subcontractors which are a Polk County Entity up to a maximum of five (5) points. The Polk County Entity subcontractor(s) must have been identified under Tab 3, Technical and Personnel Resources in order to qualify for point allocation.
- Provide documentation of the Proposers’ headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the subcontractor’s headquarters and local offices, if any, and the amount of time the subcontractor has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or subcontractors will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more subcontractors in Tab 3 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or agreement with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6, Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as contractors. To that end we encourage all of our prime and professional services contractors to utilize W/MBE contractors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. **(Limit response to one (1) page)**
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more subcontractors that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each subcontractor which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business subcontractor(s) must have been identified under Tab 3, Technical and Personnel Resources in order to qualify for point allocation.
- Proposers or subcontractors will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or subcontractor has a certified W/MBE status, provide documentation of the firms’ certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County’s Purchasing Procedures. Polk County’s Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more subcontractors in Tab 3 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor which is a Women or Minority owned

business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 7, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Attachment “A”) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)
 - Average Score between 1-2 (2 Points)
 - Average Score of 0 (0 Points)

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked **ORIGINAL** and six (6) copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled “**RFP #22-409, Utilities SCADA Construction Services**” and marked with the proposers name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, June 8, 2022.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

BID OPENING

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Cost (Tab 4) – 20 points
- Polk County Entity” (Tab 5) – 5 points
- “Certified Woman or Minority Business Enterprise” (Tab 6)– 5 points
- Surveys of Past Performance (Tab 7)-10 points

Subtotal Points – 40 points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience & Proficiency on Similar Contracts (Tab 2) – 30 points
- Technical & Personnel Resources (Tab 3) – 30 points

Subtotal Points – 60 points

Total Points – 100 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer’s ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board

or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Procurement, with the assistance of the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<https://www.polk-county.net/procurement/vendor-registration>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

CONTRACTOR INSTRUCTIONS AND GENERAL INFORMATION

CONTRACTOR INSTRUCTIONS: To ensure acceptance of this RFP, follow these instructions.

RFP SUBMITTALS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **TAXES:** Proposers are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this RFP.
2. **MISTAKES:** Proposers are required to examine the document, and all instructions pertaining to the requirements of this RFP. Failure to do so will be at Proposer's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by Proposer to any Cost Sheet entry must be initialed by the person who is identified under Tab 1, Introduction, as the person who can bind the Company.
3. **INVOICING AND PAYMENT:** The successful Contractor shall submit an invoice to the County at the prices submitted. **An original invoice shall be submitted to the appropriate User Division.** The Contractor shall include the RFP number and/or the purchase order number on all invoices. By submitting an invoice, the Contractor's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the work or the County's acceptance of any work.
4. **LIABILITY:** The Contractor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this RFP and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
5. **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this RFP. If the Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Cost Sheet prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

6. All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent Proposer after the Selection Process phase.
 - These items include:
 - Exhibit V, Non-Collusion Affidavit of Subcontractor
 - Exhibit VI-B, Good Faith Effort Documentation
 - Exhibit VII, Trench Safety Act Compliance
 - Exhibit VIII, Equal Employment Opportunity
 - Exhibit IX, Drug-Free Work Place Form
 - Exhibit X, Safety Requirements/Regulations
 - Exhibit XVIII, Certificate of Compliance
 - Exhibit XIX, Affidavit Certification Immigration Laws
 - Exhibit XXI, Scrutinized Companies Certification
7. All prices quoted are to be F.O.B. job site in Polk County, Florida. Cost Sheet amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.
8. **COST SHEET ERRORS:** Where Cost Sheet Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the RFP Submittal or their designee. The County reserves the right to reject any Cost Sheet Submittal with such erasures or corrections where the accuracy or intent of said Cost Sheet Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Cost Sheet Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.
9. **MATERIAL AND CONSTRUCTION:** All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Proposers must disclose with their RFP the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Proposers must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Proposer's firm or any of their branches.
11. **APPROVAL OF AGREEMENT:** The recommended Contractor will be required to execute the agreement documents as outlined in the RFP package including, the Public Construction Bond, all signed exhibits and other required information

stated in any addendums. The executed documents should be returned to Procurement within 10 working days of the documents being sent by Procurement to the Proposer for execution. After the executed documents are received back by Procurement they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

All agreements are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of an agreement prior to the Board's approval do so at their own risk.

12. **SECURITY FORFEITURE:** If after Contractor's receipt of a notice of recommendation for award the successful Contractor refuses or otherwise neglects to execute and deliver the required Agreement documents, including all signed exhibits, required insurance documents and other required information stated in the addendums within a reasonable time, the amount of the Contractor's bid security (Bid Bond) may be forfeited and the award cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed agreement documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Contractor for execution. No plea of mistake in the RFP or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.
13. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.
14. **SAFETY REQUIREMENTS/REGULATIONS:**
 - 14.1 The Contractor is required to submit Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as

interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

- 14.2 The Contractor is hereby notified that if awarded the RFP and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.
- 14.3 The Contractor is hereby notified that if awarded the proposal they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The Contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.
15. **FLORIDA PUBLIC ENTITY CRIME STATUTE:** 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 proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public, work, may not submit proposal 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, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this RFP, Contractor hereby certifies that they have complied with said statute.

16. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality and service are received; preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Florida Statutes, Section 287.087. If there are two or more proposals that are equal and also certifies as a drug free workplace, then the tie proposal shall be broken as per the Polk County Procurement Procedures.
17. **REQUIREMENT TO LIST SUBCONTRACTORS:** The Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested prior to work beginning and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the amount stated on the Cost Sheet.

In addition, the Contractor should provide documentation reflecting their “Good Faith Effort” in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

18. **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH (W/MBE’s):** The County hereby notifies all Proposers that W/MBE’s are to be afforded a full opportunity to participate in any proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Proposers make good faith efforts to use qualified W/MBE subcontractors in preparing their proposal. The W/MBE’s must be identified as such on the subcontractors list. Proposers are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 or (863) 534-5901 for assistance. If a Proposer makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by Proposers on construction proposals to solicit prices from women/minority contractors.
19. **EQUAL OPPORTUNITY FOR CONTRACTORS AND SUBCONTRACTORS:** Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, Contractors and subcontractors are obliged to take affirmative

action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

20. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or Cost Sheet by a Proposer that change the intent of the proposal will cause the proposal to be non-responsive and the proposal will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the proposal.
21. **CODE OF ETHICS:** If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which the RFP is submitted and shall be further disqualified from submitting on any future solicitations for work, goods, or services for the County.
22. **UNIT PRICES:** Unless otherwise stated in this document, unit prices will be utilized to adjust the total compensation due the successful Contractor based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered after the Agreement is executed.
23. **RFP PROTEST:** Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

GENERAL INFORMATION

1. The term “County” means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **NON-CONFORMANCE TO RFP CONDITIONS:** Services not delivered as per delivery date in the RFP and purchase order may result in Contractor being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. This non-conformance to RFP conditions may result in immediate cancellation of the purchase order.
3. **ASSIGNMENT:** Any purchase order issued pursuant to this RFP and the monies which may become due herein is not assignable.
4. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
5. **FACILITIES:** The County reserves the right to inspect the Contractor’s facilities at any time, with prior notice.
6. **PLACING OF ORDERS:** The resulting Agreement of this RFP does not constitute an order. Before any services can be performed, the successful Contractor must receive written or oral notification in accordance with the practices of the User Division, as outlined within this RFP’s Scope of Work, and the resulting Agreement.
7. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An “Event of Force Majeure” is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration

of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under the Agreement.

8. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.
9. **LIQUIDATED DAMAGES:** Contractors are hereby advised that if the purchase order so indicates, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.
10. **INDEMNIFICATION:**
 - 10.1 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- 10.2 The Contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

11. CONTRACTOR'S RESPONSIBILITIES:

11.1 Supervision and Superintendence:

11.1.1 The Contractor shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the authorized purchase order. Prior to the commencement of the Work the Contractor shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the County the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the County may require the Contractor to assign a different superintendent and the Contractor will be required to submit the resume of the replacement for the same consideration as before. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction that is shown or indicated in and expressly required by the purchase order. The Contractor shall be responsible to see that the completed Work complies accurately with the purchase order.

11.1.2 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the County. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications to the superintendent shall be as binding as if given to the Contractor.

11.2 Labor, Material and Equipment:

11.2.1 The Contractor shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order on the site.

11.2.2 The Contractor shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the purchase order.

11.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the purchase order. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

11.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the purchase order.

12. **SUBSTITUTE MATERIAL OR EQUIPMENT:** If the Contractor wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the County for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written authorization of the County. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the County shall be by revision to the purchase order.

13. **CONCERNING SUBCONTRACTORS:**

- 13.1 The Contractor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the Contractor. Nothing in the purchase order shall create any contractual relationship between any subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any subcontractor, except as may otherwise be required by law. The County may furnish to any

subcontractor, to the extent practical, evidence of amounts paid to the Contractor for specific Work done.

- 13.2 The Contractor shall identify and provide information on subcontractors, suppliers and other persons or organizations which shall be used by the Contractor, in accordance with requirements of the purchase order.
- 13.3 The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the purchase order, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the County.
- 13.4 All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The Contractor shall pay each subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the Contractor under this insurance.
14. **PERMITS:** The Contractor shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base proposal. Permit fees, if any, will be reimbursed to the Contractor on a separate invoice. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.
15. **USE OF PREMISES:**
 - 15.1 The Contractor shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the purchase order. The Contractor shall not unreasonably encumber the site with material and equipment. Any loss or damage to the Contractor's or any subcontractor's equipment is solely at the risk of the Contractor.
 - 15.2 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, the Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave

the site clean and ready for occupancy by the County at substantial completion of the Work. The Contractor shall restore to original condition all property so designated for alteration by the purchase order.

- 15.3 The Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

16. **SAFETY AND PROTECTION:**

- 16.1 The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- 16.1.1 All employees on the Work and other persons who may be affected by it.

- 16.1.2 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The Contractor shall assume all risk of loss for stored equipment or material, irrespective of whether the Contractor has transferred the title of the stored equipment or material to the County.

- 16.1.3 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 16.2 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor 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. The Contractor is required to comply with OSHA Standards regardless of the number of employees they may have.

- 16.3 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 Contractor 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: The 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 Contractor 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.

16.4 Should the work site be in a hazardous area, the County may furnish the Contractor 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 Contractor in the planning of a safe work site.

16.5 The Contractor 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) 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.

- 16.6 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the Professional. All communications to the superintendent shall be as binding as if given to the Contractor.
- 16.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to the County Representative all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of \$500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County projects.
- 16.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the County, until such documents are received.
- 16.9 In any event the County may stop the work when, in the County's opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.
- 16.10 When it becomes necessary to stop the work for any of the reasons contained herein, the County shall issue a Stop Work Authorization to instruct the Contractor to cease work on the project. The County shall not be penalized in any manner as a result of this Stop Work Authorization.

17. EMERGENCIES:

- 17.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor is obligated to prevent or mitigate threatened damage, injury or loss. The Contractor shall give the County written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the Contractor believes the emergency results in additional Work, a claim for a such work may be submitted in accordance with the procedures set forth herein.

- 17.1.1 The Contractor shall immediately notify the County of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.
- 17.1.2 If the County determines that a change in the purchase order is required because of the action taken by the Contractor in response to such an emergency, a revised purchase order will be issued to document the consequences of such action.

18. **WARRANTY AND GUARANTEE:**

- 18.1 The Contractor warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Agreement and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the purchase order or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the Contractor by the County's Project Manager. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 18.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion and acceptance by the County, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement, any Work or material are found to be defective, incomplete or otherwise not in accordance with the purchase order, the Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective Work or, if it has been rejected by the County, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the Contractor.
19. **COMMUNICATIONS:** After the issuance of any Request for Proposal, prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other

than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

20. **INSURANCE REQUIREMENTS:** The selected firm, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" 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 being 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, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide 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). For non-exempt contractors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$2,000,000 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. Professional Liability Insurance in the amount of \$2,000,000 per occurrence. The general liability and worker's 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.
21. **AFFIRMATION:** By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.
22. **DEVELOPMENT COSTS:** Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to

the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

23. **ADDENDA:** The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/procurement/bids>. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.
24. **APPLICABLE LAWS AND COURTS:** This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.
25. **PROPOSAL ACCEPTANCE PERIOD:** A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.
26. **ADDITION/DELETION:** The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.
27. **PRICE INCREASES:** The Procurement Director reserves the right to increase/decrease prices after the Agreement has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.
28. **PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the Proposers are **required to identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from Proposers in response to this Request for Proposal will become the property of the County and will not be returned to the Proposers.

In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

29. **REVIEW OF PROPOSAL FILES:** In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

30. **UNAUTHORIZED ALIEN(S):** The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS." (Exhibit XIX)

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

31. **LIMITATIONS:** The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

32. **ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

33. **PUBLIC RECORD LAWS**

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) 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 AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

34. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

35. **NO CONSTRUCTION AGAINST DRAFTER:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all Proposers and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

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: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

ATTACHMENT “A”

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, then Procurement will only use those identified under Tab 2.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (SCADA Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services (\$3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2017)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 7
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County
RFP 22-409, Utilities SCADA Construction Services

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Contractor)
 Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Attachment “B”

RFP 22-409, Contractor Work Analysis Form

To receive a copy of the Contractor Work Analysis Form for reference, 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 “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download the Contractor Work Analysis form. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Attachment “C”

RFP 22-409, Utilities SCADA Construction Services Bid Sheet

To receive a copy of the Excel 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 “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download the Excel Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Attachment “D”

RFP 22-409, SCADA Work Authorization Form

To receive a copy of the SCADA Work Authorization Form for reference, 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 “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download the Contractor Work Analysis form. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT I: BID BOND

RFP 22-409, Utilities SCADA Construction Services

KNOW ALL MEN BY THESE PRESENTS, that we _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of _____, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of **ten thousand and 00/xx** dollars (**\$10,000.00**) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of _____

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total of each Work Authorization (when applicable), in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____ 20____.

ATTEST:

Witness

Witness

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: _____
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Printed Name

Business Address

NOTES:

1. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
2. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II: PUBLIC CONSTRUCTION BOND

FRONT PAGE F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 W. Church St

Bartow, FL 33830

OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if
contracting entity is different
from the owner, the contracting
public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: \$ _____

CONTRACT NUMBER: RFP 22-409

GENERAL DESCRIPTION
OF PROJECT: _____

PROJECT LOCATION: _____

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of \$ _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of RFP 22-409, Utilities SCADA Construction Services, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

Witness

Witness

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: _____
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Printed Name

Business Address

EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on RFP # 22-409, Utilities SCADA Construction Services and the inclusion by _____ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this _____ day of _____, 20__, by _____
_____ (Name of Surety)

Authorized signature of Surety

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of _____)

SS

County of _____)

_____, being first duly sworn, deposes and says that:

1. They are _____ of _____, the Proposer that has submitted the attached Proposal;
2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstance respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of their 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 Proposer, firm or person to submit a collusive or sham Proposal 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 Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Cost Sheet or the Cost Sheet of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this ____ day of _____, 20__

(Title)

My Commission expires _____

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County). **THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.**

State of _____)

SS

County of _____)

_____, being first duly sworn, deposes and says that:

1. They are _____ of _____, hereafter referred to as the Subcontractor;
2. They are fully informed respecting the preparation and contents of subcontractor's Proposal Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with RFP 22-409, Utilities SCADA Construction Services.
3. Such subcontractor's RFP Submittal is genuine and is not a collusive or sham submittal;
4. Neither the subcontractor 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 Proposer, firm or person to submit a collusive or sham RFP Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said subcontractor's Submittal or secure through 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 subcontractor's Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

(Title)

My Commission expires _____

EXHIBIT VI-A: SUBCONTRACTOR LIST

To receive a copy of the Exhibit VI-A Excel spreadsheet, 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 “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download Exhibit VI-A, Subcontractor List. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the Proposer to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://apps.polk-county.net/vendorsdirectory/>, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
2. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
3. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
4. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
5. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contained 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Proposer acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The Proposer further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total	\$ _____

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the RFP or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____

Address: _____

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES _____

NO _____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES _____

NO _____

3. Proposer has filed all compliance reports due under applicable instructions:

YES _____

NO _____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

YES _____

NO _____

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The

Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Printed Name

Title

Signature

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer 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's 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 (a).
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 plea of guilty or nolo contendere to, any violation of Chapter 1892 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.

Proposer's Signature

Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Proposer must sign and have notarized:

The undersigned Proposer hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this _____ Day of _____ 20__

Name of Firm: _____

By: _____
Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

Dated this _____ Day of _____ 20__

Notary Public: _____

My Commission Expires: _____

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: RFP 22-409 Utilities SCADA
Construction Services

DATE: _____
CONTRACT NO. _____
PROGRESS PAYMENT NUMBER: _____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

Subcontractor or Supplier Name

Street Address

City, State and Zip

State of Florida

County of: _____

Sworn to and subscribed before me this _____ day of _____ of _____ by _____

(Print name of authorized person signing Certification)

Subcontractor or Supplier Name

Street Address

City, State and Zip

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

(Notary Public)

Commission Expires: _____

Personally known _____
OR Produced identification _____

Contractor

By

Title

Type of Identification

Produced: _____

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

EXHIBIT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 22-409, Utilities SCADA Construction Services

Contractor

Signature

Printed Name of Signer

Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: 22-409

PROJECT NAME: Utilities SCADA Construction Services

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (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").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this _____ day of

_____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification

(Type of Identification and Number)

Notary Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT XX: STATEMENT OF NO BID

If submitting a "NO BID", Proposer shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract RFP File: 22-409, Utilities SCADA Construction Services for the following reasons:

- _____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).
- _____ Insufficient time to respond to invitation for bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet bond or insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Other (please specify)._____
- _____

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified Proposers for the County for further projects.

Typed Name and Title

Signature

Company

Address

Telephone Number

Date

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM
(Florida Statutes, Section 287.135)

SOLICITATION NO.: RFP 22-409

PROJECT NAME: Utilities SCADA Construction Services

The undersigned, as _____ of _____ (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
 - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
 - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
 - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been

engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST:	_____
	a _____
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

Attachment "B"

RFP 22-409, Selection Procedure for Contractor

Division:

Division Director:

Date Analysis Performed:

Work Authorization Number:

Scope:

Step 1:

Review current list of Contractors

Contractor	Address		Elevated for Consideration

Step 2:

Review List for appropriate Expertise, Experience, and Personnel

Contractor	Expertise	Experience	Personnel	Elevated for Consideration

State justification for each contractor not elevated by category:

Step 3: Past Performance on Similar Projects
Satisfactory

Satisfactory

Contractor	Past Performance on Similar Projects Satisfactory	Elevated for Consideration

State justification for each contractor not elevated by category:

Step 4: Total Contract Spend Since Contract Execution

Execution

Contractor	Contract Value	Elevated for Consideration

State justification for each contractor not elevated by category:

Step 5: Meet Needs of Project Scope, Assigned Professional, Location, Special Needs of Project, Sub-Consultant

Sub-Consultant

Contractor	Meet Scope	Assigned	Location	Special Needs *

*Please provide a paragraph describing special needs

Step 6: Verify Proposed Scope Consistent with Scope of Services

Step 7: Fee Proposal Fair and Reasonable

Recommendation:

Based on the Procedures and Step Analysis Performed above, XXXX is selected.

ATTACHMENT "C"

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET**

Item #	Description	Part #	Quantity	Unit Price	Extended Price
Mobilization / Embedded Cost / Reimbursement per Purchase Order Total					
1	\$10,000 And Under		20 EA	\$	-
2	\$10,001 - \$75,000		200 EA	\$	-
3	\$75,001 And Over		10 EA	\$	-
4	Public Construction Bond in the amount of \$100,000		1 EA	\$	-
Labor Rates (Regular)					
5	Project Manager		4,000 HR	\$	-
6	Sr. Project Engineer		50 HR	\$	-
7	Project Engineer		300 HR	\$	-
8	HMI/PLC Programmer		600 HR	\$	-
9	Network Engineer		100 HR	\$	-
10	Instrumentation Technician		240 HR	\$	-
11	Fiber Optic Technician		60 HR	\$	-
12	CAD Designer		600 HR	\$	-
13	Field Superintendent		4,000 HR	\$	-
14	Journeymen Wireman		35000 HR	\$	-
15	Apprentice Wiremen		12500 HR	\$	-
Labor Rates (Emergency and On-Call)					
16	HMI/PLC Programmer		40 HR	\$	-
17	Instrumentation Technician		40 HR	\$	-
18	Fiber Optic Technician		20 HR	\$	-
19	Field Superintendent		40 HR	\$	-
20	Journeymen Wireman		400 HR	\$	-
21	Apprentice Wiremen		400 HR	\$	-
22	On-Call Staffing (per 8-hour shift)		100 SHIFT	\$	-
Standard Lift Station Pump Control / RTU Panels enclosure components					
23	Enclosure, Wall Mount, 2-door w/3pt latch, Stainless Steel, Powder coated White, w/ sunshield, door stop kits, data pocket, removable center post, (1) rect.cutout & (8) round holes in left door		150 EA	\$	-
24	Universal Enclosures Back Panel	U4848P	200 EA	\$	-
25	Hoffman 24" LED LIGHT W/ manual switch & no outlet	LEDA1S35	400 EA	\$	-
26	Hoffman Door operated switch	ALFSWD	400 EA	\$	-
27	HOFFMAN COROSION INHIBITOR	AHC110E	400 EA	\$	-
28	Square D Ground Bar Kit AWG #14-1/0	PK-15GTA	200 EA	\$	-
29	Square D Circuit Breaker 600V 60 A 3-pole (Main Breaker for 1,2,3 & 5 HP)	HGL36060	200 EA	\$	-
30	Square D Circuit Breaker 600V 100 A 3-pole (Main Breaker for 7.5 & 10 HP)	HGL36100	200 EA	\$	-
31	Square D Circuit Breaker 600V 150 A 3-pole (Main Breaker for 15 HP)	HGL36150	200 EA	\$	-
32	Square D Circuit Breaker 600V 15 A 2-pole (CPTCB Breaker)	HGL26015	200 EA	\$	-
33	Square D Thermal Magnetic Manual Starter, 12-18 amps, w/o Lower block, (5 HP)	GV3P181	400 EA	\$	-
34	Square D Thermal Magnetic Manual Starter, 23-32 amps, w/o Lower block, (10 HP)	GV3P321	400 EA	\$	-
35	Square D Thermal Magnetic Manual Starter, 37-50 amps, w/o Lower block, (15 HP)	GV3P501	400 EA	\$	-
36	Square D Contactor, 3P, 32 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D32F7	400 EA	\$	-
37	Square D Contactor, 3P, 65 Amp, 110 VAC Coil (10 & 15 Hp)	LC1D65AF7	400 EA	\$	-
38	Square D Contactor, 3P, 12 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D12 M7	400 EA	\$	-
39	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Side Mount	GVAD0110	400 EA	\$	-
40	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Front Mount	GVAED101	400 EA	\$	-
41	ATC Diversified Electronics Phase Monitor	SLA-230-ASA	400 EA	\$	-
42	ATC Diversified Electronics Phase Monitor	SUA-440-ASA	400 EA	\$	-
43	Veris Current Transducer, solid core, (4-20 Ma = 0-10/20/40 Amps)	H721LC	400 EA	\$	-
44	Veris Current Transducer, solid core, (4-20 Ma = 0-50/100/200 Amps)	H721HC	400 EA	\$	-
45	Omron Relay Socket	PF083A-E	400 EA	\$	-
46	Omron Relay, LED w/ Test button	G2R-2-SNI-	400 EA	\$	-
47	Omron Relay Socket	P2RF-08-S	400 EA	\$	-
48	Marathon Power Distribution Block, 3-Pole, 600 VAC, 175 amp w/cover	1323580	200 EA	\$	-
49	Marathon Power Distribution Block, 1-Pole, 600 VAC, 175 amp w/cover	1321580	200 EA	\$	-
50	Square D Ground Bar Kit AWG #14-1/0	PK-0GTA6	200 EA	\$	-
51	Modicon M340 8-slot backplane	BMXXBP0800	200 EA	\$	-
52	Modicon M340 Power Supply	BMXCPS2010	200 EA	\$	-
53	Modicon M340 CPU	BMXP342020	200 EA	\$	-
54	Modicon M340 Discrete Input module 16 pt. 24VDC	BMXDDI1602	600 EA	\$	-
55	Modicon M340 Discrete Relay Output module 16 pt. 24VDC	BMXDDO1602	200 EA	\$	-
56	Modicon M340 Analog Input module 8 ch.	BMX AMI 0810	200 EA	\$	-
57	Modicon M340, DMP Communication Module	BMXNOR0200H	200 EA	\$	-
58	Modicon M340 Flying Leads	BMXFTW301	800 EA	\$	-
59	Modicon M340 Flying Leads	BMXFTW308S	200 EA	\$	-
60	Cal Amp Vanguard 5530MC 4G LTE Cellular Modem	VG5530-LVZ-F-	200 EA	\$	-
61	Polyphaser Antenna Surge Arrestor	TSX-NFF-C	200 EA	\$	-
62	Phoenix Contact UPS-BAT/VRILA/24DC/12 AH	2320322	400 EA	\$	-
63	Phoenix Contact UPS, Quint-UPS/ 24DC / 24DC/5	2320212	200 EA	\$	-
64	Phoenix Contact Quint Power supply, 24VDC / 5 amp	2866750	200 EA	\$	-
65	Phoenix Contact assembled relay module w/ base, Gold Contacts RIF-0-RPT-24DC/21AU	2903368	200 EA	\$	-
66	Wilkerson Backup Pump Controller	DR1920-1	200 EA	\$	-
67	Square D Relay Base, 11 pin tubular socket, 10 amp, 300 v	8501NR62	200 EA	\$	-
68	Square D Connexium Unmanaged 8-port ethernet switch	TCSESU083FN	200 EA	\$	-
69	Square D CONTROL RELAY, 24VDC, 1PDT, 6 AMP CONTACTS W/ PILOT LIGHT	RSL1PVBU	2200 EA	\$	-
70	Square D Relay Socket	RXZE2M114	1200 EA	\$	-
71	Square D Control Relay Diode Module, 24-240 VDC	RXM040W	1200 EA	\$	-

RFP 22-409, Utilities SCADA Construction Services
COST SHEET

Item #	Description	Part #	Quantity	Unit Price	Extended Price
72	Square D CONTROL RELAY, 24VDC, 4-PDT, 12 AMP CONTACTS W/ PILOT LIGHT	RXM4AB2BD	1200 EA	\$	-
73	Square D JUMPER BAR	RSLZ2	200 EA	\$	-
74	PANDUIT 1" x 3"	E1X3WH6	1200 EA	\$	-
75	PANDUIT COVER, 1"	C1WH6	1200 EA	\$	-
76	EATON Circuit Breaker, 1-pole, 10 amp	FAZ-C10	200 EA	\$	-
77	EATON Circuit Breaker, 1-pole, 15 amp	FAZ-C15	400 EA	\$	-
78	EATON Circuit Breaker, 1-pole, 20 amp (460 VAC Only)	FAZ-C20	200 EA	\$	-
79	Citel 120VAC Surge Arrestor	DS42S-120	200 EA	\$	-
80	Citel 4-20 mA Surge Arrestors	DLA-24D3	1600 EA	\$	-
81	Entelec Fused Terminal Block, 2 Tier, 24 VDC w/blown fuse LED indication, M4/8.D2.SFDJ	115.650.02	2400 EA	\$	-
82	Entelec Single Tier Terminal Block, M4/8 SF, No Indication	115.657.25	400 EA	\$	-
83	Entelec Fused Terminal Block End Section, FEM8D2S	116.913.07	200 EA	\$	-
84	Entelec END SECTION - FEM8S	116.951.15	400 EA	\$	-
85	Entelec END SECTION FEM6	118.368.16	800 EA	\$	-
86	Entelec END SECTION- FEM6D	118.499.23	600 EA	\$	-
87	Entelec Terminal block Jumper bar, BJM8	168.974.00	200 EA	\$	-
88	Entelec Jumper Assembly / 10 pole, PC81	173.523.11	400 EA	\$	-
89	Entelec Single Tier Terminal Block, M4/6	115.116.07	8200 EA	\$	-
90	Entelec Single Tier Terminal Block end barrier	118.368.16	1200 EA	\$	-
91	Entelec Single Tier Terminal Block Jumper, 10-Pole, BJM6	168.973.07	400 EA	\$	-
92	Entelec Two Tier Terminal Block, M4/6D2	115.271.22	9600 EA	\$	-
93	Entelec Two Tier Terminal Block end barrier,	118.499.23	600 EA	\$	-
94	Entelec Two Tier Terminal Block Jumper, BJM6.D	173.520.22	1000 EA	\$	-
95	Entelec JUMPER BAR BJM6-10, 10 POLES, FOR M4/6 D1.5/6 D4/6, 6MM	176.667.04	400 EA	\$	-
96	Entelec Marker Holder, PEBM	113.084.01	1200 EA	\$	-
97	Bussman GMA Type Fuse, 5 X 20mm, 3 amp	GMA-3	2400 EA	\$	-
98	Bussman GMA Type Fuse, 5 X 20mm, 5 amp	GMA-5	400 EA	\$	-
99	WAGO END CLAMP	249-117	6600 EA	\$	-
100	SLOTTED DIN RAIL 6 FT. LONG	51450	400 EA	\$	-
101	PANDUIT	E1.5X3WH6	3600 EA	\$	-
102	PANDUIT COVER	C1.5WH6	3600 EA	\$	-
103	Square D PUSHBUTTON, N.O. CONTACT, 22mm	XB5AA21	200 EA	\$	-
104	Square D LEVEL INDICATING PILOT LIGHT,24V, AMBER LENS, 22mm	XB5EVBB	800 EA	\$	-
105	Square D PUMP RUNNING INDICATING LIGHT,120 VAC, Green LENS, 22mm	XB5EVG3	400 EA	\$	-
106	Square D Selector Switch 3-position, maintained, 22mm	XB5AJ33	400 EA	\$	-
107	Square D 22mm anti rotation plate	ZB5AZ902	400 EA	\$	-
108	Square D Blank Name Plate	ZBZ32	1800 EA	\$	-
109	MPE PUMP MONITOR RELAY, 120VAC, 11PIN, SEAL FAILURE AND MOTOR THERMAL	PMR1	400 EA	\$	-
110	MPE Seal Fail Relay Base	750-2C-SKT	400 EA	\$	-
111	Flygt MiniCAS II Module (Supplied with Pump Package)	14-40 71 29	400 EA	\$	-
112	Flygt MiniCAS II Relay Base (Supplied with Pump Package)	14-40 70 97	400 EA	\$	-
113	Federal Signal Alarm Horn, Vibratone, 24VDC, w/ trim ring	450E-024	200 EA	\$	-
114	Federal Signal Alarm Light, 24 VDC, Strobe, Red Lens, 1/2" NPT	141ST-024R	200 EA	\$	-
115	Wilson Cellular Antenna	301202	200 EA	\$	-
116	Wilson Radio Cable, 10' LMR400	952310	200 EA	\$	-
117	Radio Cable, 2' LMR-240-UF, 90 Deg SMA-Male to N-Male		200 EA	\$	-
118	Radio Shelf, aluminum	Custom	200 EA	\$	-
119	Crouse Hinds 3/4" Aluminum Conduit hub	STG2	400 EA	\$	-
120	Hubbell 20A Single Pole Switch	HBL1221GY	200 EA	\$	-
121	Hubbell Die Cast Aluminum 2-gang box 2IH3-2	5341-0	200 EA	\$	-
122	Hubbell Die Cast Aluminum 2-gang In-Use Cover, Lockable WP10303OMXD	5885-0	200 EA	\$	-
123	HUBBELL GFI DUPLEX RECEPTACLE, 120VAC, 20 AMP, 10KAIC	GFTWRST20G	200 EA	\$	-
124	Red Lion Process Meter, 4-20ma, .48" high digits	CUB5PR00	400 EA	\$	-
125	Square D Terminal Block	9080 GM6	3600 EA	\$	-
126	Square D Relay, 120VAC Coil, 2-C/O, 5 A, w/LED	RXG22F7	600 EA	\$	-
127	Square D Relay Base, 2-pole	RGZE1S48M	1000 EA	\$	-
128	Square D Varistor, 120 VAC	RZM021FP	1000 EA	\$	-
129	TE Connectivity / P&B Latching Relay, 24 VDC Coil, 2-PDT, 10 Amp	KUL-11D15D-	400 EA	\$	-
130	TE Connectivity / P&B Latching Relay Base	27E893	400 EA	\$	-
131	Hammond Hinged Cover Kit, Polycarbonate, 16" H x 14" W, w/ snap latch	PJHMI1614L	200 EA	\$	-
132	3' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-003-BL	200 EA	\$	-
133	5' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-005-BL	200 EA	\$	-
134	7' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-007-BL	200 EA	\$	-
135	#16 AWG MTW Wire		60000 LF	\$	-
136	#14 AWG MTW Wire		60000 LF	\$	-
137	#12 AWG MTW Wire (25 amps)		12000 LF	\$	-
138	#8 AWG MTW Wire (50 amps)		6000 LF	\$	-
GRAND TOTAL:					\$ -

ATTACHMENT "D"

Work Authorization

1. Contract No.:

2. Work Authorization Number:

3. Date of Contract (Effective Date):

4. Effective Date of Work Authorization:
Commensurate with PO

5. Expiration Date of Bid:

6. Work Authorization Term:
This authorization shall be in full force and effect until completion of all identified construction services.

7. Contractor:

8. Division:

9. Project Title:

10. Purpose of Contract (Attach specific scope of services, fees, etc.):

11. Work Authorization **xx** Amount: \$ _____

Cumulative Authorized to date: \$ _____

12. Approvals:

_____, SCADA/Project Manager

Date Signed

_____, Utilities Director

Date Signed

_____, County Manager (or designee)
(County Manager approval only for authorizations >\$100K,<\$250K)

Date Signed

Exhibit VI-A
Subcontractor List

Classification

Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total
General Conditions																\$ -
Maintenance of traffic																\$ -
Signing																\$ -
Pavement markings																\$ -
Asphalt																\$ -
Clearing & Grubbing																\$ -
Signalization																\$ -
Sodding																\$ -
SubTotals		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Allowance																\$ -
TOTAL																\$ -

May 25, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
RFP 22-409, Utilities SCADA Construction Services**

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: Revision, Questions Received and Answers.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

RFP 22-409, Utilities SCADA Construction Services

ADDENDUM # 1

REVISION

1: **DELETE IN ITS ENTIRETY**: Qualifications, Paragraph 1 (page 11 of the RFP Package)

The selected Contractor(s) shall hold, at a minimum, current Florida Certified Electrical Contractor and current General Contractor licenses. Contractor(s) must have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for various platforms and manufacturers utilized by the County.

REPLACE WITH:

The selected Contractor(s) shall hold, at a minimum, a current Florida Certified Electrical Contractor licenses. Contractor(s) must have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for various platforms and manufacturers utilized by the County.

QUESTIONS AND ANSWERS

Question 1: We did notice there is a General Contractors license requirement. We have acted as the GC in SCADA projects in Florida (completed and ongoing), but we have not seen this requirement before. We are licensed Electrical Contractors, but not general. We do not see a reason to require a GC license on a project of this nature and would like request this GC requirement be relaxed.

Answer 1: Based on some of the anticipated work needed under this RFP, the County has removed the General Contractor requirement for this solicitation. Please see Revision Item #1 above.

Question 2: What platforms are used with the County's SCADA systems?

Answer 2: The County mostly uses VTScada but still has a couple of iFix and WinCC servers.

Question 3: What is to be expected under the On-Call Services work?

Answer 3: There are two expectations, one is to be available during emergency situations if necessary and the second is to help supplement the on-call rotation during staff shortages if possible.

Question 4: The County mentioned several PLCs. Which is the one the County uses most?

Answer 4: The County has standardized on Modicon PLCs, mostly M340s with a few M580s. However, we still have a few GE RX3i PLCs along with some Siemens S7-400 and S7-300 PLCs.

Question 5: Is the County's PLC software updated?

Answer 5: Yes.

Question 6: Does the County anticipate a need for cybersecurity counter measure implementation?

Answer 6: The County currently has vendors to perform this type of work, but if a contractor provides these services, we request they list them in their proposals under Tab 2, Experience & Proficiency on Similar Contracts when listing in-house, full service capabilities.

Question 7: Are subcontractors required to be located within the 60-mile radius to the Polk County Utilities Administration Building?

Answer 7: Per the qualifications, the only requirement for being located within a 60-mile radius is the location of the UL 508A and UL 698A listed panel shops. If the panel shop is not owned/operated by the prime contractor, then yes, this does apply to the subcontractor.

June 6, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 2
RFP 22-409, Utilities SCADA Construction Services**

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: Time extension, Question Received and Answer.

The receiving period and Bid Opening date have been extended one (1) week. The revised receiving period is prior to 2:00 p.m., Wednesday, June 15, 2022.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

RFP 22-409, Utilities SCADA Construction Services ADDENDUM # 2

QUESTION AND ANSWER

Question 1: We are having difficulty obtaining some of the prices for equipment on the "Attachment C" cost sheet. Can the RFP be extended one-week?

Answer 1: Yes. Please refer to page 1 of this addendum for the revised due date for this RFP.

Exhibit "A-ii"

TABLE OF CONTENTS

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

TAB 1	Introduction
TAB 2	Experience & Proficiency on Similar Contracts
TAB 3	Technical & Personnel Resources
TAB 4	Cost
TAB 5	Is the Firm a "Polk County Entity"?
TAB 6	Is the Firm a "Certified Woman or Minority Business Enterprise"?
TAB 7	Surveys of Past Performance



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



May 25, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
RFP 22-409, Utilities SCADA Construction Services**

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Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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Signature	
Printed Name:	Eric Sullivan
Title:	Business Development Manager
Company:	General Control Systems, Inc.

RFP 22-409, Utilities SCADA Construction Services

ADDENDUM # 1

REVISION

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June 6, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
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RFP 22-409, Utilities SCADA Construction Services**

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Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal. This is the only acknowledgment required.**

Signature



Printed Name:

Eric Sullivan

Title:

Business Development Manager

Company:

General Control Systems, Inc.

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TAB 1- Introduction

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

- 1-1** Transmittal Letter
- 1-2** Electrical License
- 1-3** Exhibit I, Bid Bond in the amount of \$10,000
- 1-4** Exhibit IV, Non-Collusion Affidavit of Prime Proposer
- 1-5** Letter of Bondability
- 1-6** Incorporation Information



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069





Transmittal - Introduction

To: Mr. Goldstein
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

From: General Control Systems, Inc.
3520 Airport Road
Lakeland, FL 33811

Ref: Polk County RFP 22-409 Utilities SCADA Construction Services

General Controls Systems (GCS) is thankful for the opportunity to participate in the Polk County RFP 22-409 Utilities SCADA Construction Services process. GCS may be new to the area but has been in business serving the Water and Wastewater industry for over 25 years in the Albany, New York area. GCS was founded in 1996 in Latham, NY, and has grown and expanded to its present location in Albany, and now Florida.

The Florida division of GCS was started by the owner Randy Powell's vision to expand the company to the Florida market. The goal is to provide the same quality service in Florida that GCS became known for in the New York market.

The opportunity to open the division in Florida was accelerated in 2021 after the acquisition of Curry Controls Company by Revere Control Systems left a group of engineers known for providing quality SCADA solutions wanting a change in direction.

The GCS Florida division was the opportunity for a new beginning. GCS Florida is a win-win-win for both Curry engineers who had developed long-lasting relationships with customers, local vendors in the Central Florida area, and the Florida customers who desire to maintain a competitive option from a quality SCADA solution provider.

Owner Randy Powell agreed with the GCS Florida team's desire to maintain our local presence and opened the Florida division here in Lakeland Florida. Our vision is to continue to serve our customers with the highest quality engineering services, UL508A panel manufacturing, turn-key solutions, while working with our local vendors, and providing employment opportunities for local workers here in Florida.

GCS is licensed in the State of Florida as a Certified Electrical Contractor. Our office and panel shop is located at 3520 Airport Road, Lakeland FL 33811. We have the ability, expertise, and resources required by this RFP to provide turn-key systems to Polk County Utilities.



Our engineers have the exact skills required by this RFP with over 130+ years of combined experience and have done so on many Polk County projects already.

The following are authorized to bind the company*:

Randy Powell (President)*
17 Corporate Way
Albany, NY, 12203
Office: 518-270-8045
rpowell@generalcontrolsystems.com

Greg Pacifico (Vice President)*
17 Corporate Way
Albany, NY, 12203
Office: 518-270-8045
gpacifico@generalcontrolsystems.com

Local GCS contacts:

Eric Sullivan (Business Development Manager)
3520 Airport Road
Lakeland, FL 33811
Office: 863-250-8069 (ext. 401)
Mobile: 863-698-8266
esullivan@generalcontrolsystems.com

Milton Weaver (Director of Engineering)
3520 Airport Road
Lakeland, FL 33811
Office: 863-250-8069 (ext. 402)
Mobile: 863-559-9495
mweaver@generalcontrolsystems.com

Thank you in advance for your consideration. We look forward to helping Polk Utilities achieve its goals.

Eric Sullivan
Business Development Manager
General Control Systems



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SULLIVAN, ERIC SHANE

GENERAL CONTROL SYSTEMS INC.
17 CORPORATE CIRCLE
ALBANY NY 12203

LICENSE NUMBER: EC13006838

EXPIRATION DATE: AUGUST 31, 2022

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.

EXHIBIT I: BID BOND

RFP 22-409, Utilities SCADA Construction Services

KNOW ALL MEN BY THESE PRESENTS, that we General Control Systems, Inc. (hereinafter called the Principal) and Westfield Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of ten thousand and 00/xx dollars (\$10,000.00) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of RFP 22-409 Utilities SCADA Construction Services

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total of each Work Authorization (when applicable), in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 26th day of May 2022.

ATTEST:

Caroline F.
Witness

Witness

PRINCIPAL: General Control Systems, Inc.

BY: Pete Pritchard (SEAL)
Authorized Signature (Principal)

Peter Pritchard
Printed Name

Secretary
Title of Person Signing Above

ATTEST:

Karen Manell
Witness

John C. Bink
Witness

SURETY: Westfield Insurance Company

Printed Name
BY: [Signature] (SEAL)
Attorney in Fact

Harry B. Ungeheuer
Printed Name

One Park Circle, PO Box 5001, Westfield Center, OH 44251
Business Address

NOTES:

1. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
2. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

POWER NO. 3130272 01
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents. That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint HARRY B. UNGEHEUER, MICHAEL J. GRASSO, JAYMIE P. COLUMBUS, KIMBERLY A. RITCHIE, JOINTLY OR SEVERALLY.

of LATHAM and State of NY their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of March, A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.

On this 14th day of March, A.D., 2022, before me personally came Gary W. Stumper, to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, Connecticut, that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument, that he knows the seals of said Companies, that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order

Notarial
Seal
Affixed



By:
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 26th day of May, A.D., 2022.

BPOAC (0.



By:
Frank Carrino, Secretary

INDIVIDUALSTATE OF _____ }
COUNTY OF _____ } ss

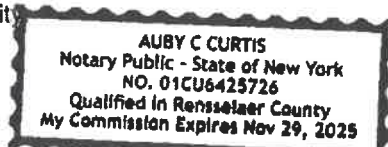
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that _____ executed the same in his individual capacity.

Notary Public**COPARTNERSHIP**STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public**CORPORATE**STATE OF _____ }
COUNTY OF _____ } ss

On this 6th day of June, 2022, before me personally appeared Peter Pritchard to me known, who, being by me first duly sworn, did depose and say that he/she resides in Montgomery County, NY; that he/she is the Secretary of General Control Systems the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

_____
Notary Public

_____, Notary Public

SURETYSTATE OF New York }
COUNTY OF Albany } ss

I, Michael J. Grasso Notary Public of Warren County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Westfield Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Westfield Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Queensbury, NY in said County, this 26th day of May, A.D. 2022.

MICHAEL J. GRASSO
Notary Public, State of New York
No. 4792705
Qualified in Warren County
Commission Expires 12/31/2025

Notary Public

**Financial
Statement**

Reset Form

December 31, 2021

Westfield Insurance Co.
Westfield Center, Ohio 44251-5001

WESTFIELD INSURANCE COMPANY

BALANCE SHEET

12/31/21

(in thousands)

Assets

Cash, cash equivalents, and short term investments	18,262
Bonds	1,419,633
Stocks	584,732
Agents' balances and uncollectd premiums, net	348,890
Other admitted assets	907,978

Total admitted assets	3,279,495
------------------------------	------------------

Liabilities

Reserve for unearned premiums	518,783
Reserve for unpaid losses and loss expenses	977,113
Reserve for taxes and other liabilities	259,434

Total liabilities	1,755,330
--------------------------	------------------

Capital stock	8,220
Surplus to policyholders	1,515,945

Total surplus	1,524,165
----------------------	------------------

Total liabilities and surplus	3,279,495
--------------------------------------	------------------

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Westfield Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2021.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 9th day of February A.D. 2022.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of New York)

County of Albany) SS

_____, being first duly sworn, deposes and says that:

1. They are Secretary of General Control Systems, Inc., the Proposer that has submitted the attached Proposal;
2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstance respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of their 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 Proposer, firm or person to submit a collusive or sham Proposal 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 Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Cost Sheet or the Cost Sheet of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed Peter Pritchard

Title Secretary

Subscribed and sworn to before me this 6th day of June, 2022

Am , Notary Public

(Title)

My Commission expires 11/29/25

AUBY C CURTIS
Notary Public - State of New York
NO. 01CU8425726
Qualified in Rensselaer County
My Commission Expires Nov 29, 2025



Insurance | Risk Management | Consulting

2 Country Club Rd., Ste. 1
Queensbury, NY 12804
USA

800-233-0115
www.ajg.com

May 26, 2022

Polk County Board of County Commissioners
Attn: Ari Goldstein, Procurement Analyst
330 West Church Street, Room 150
Bartow, FL 33830

Re: Surety Bond Program
General Control Systems, Inc., 17 Corporate Circle, Albany, NY 12203

Dear Ari:

Be advised that General Control Systems, Inc. currently has a surety credit facility through our Agency and supported by the Westfield Insurance Company of Westfield Center, OH.

The current program guidelines are Single job capacity of \$5,000,000 with a cost to complete Aggregate of \$10,000,000. These numbers are fluid and not "cast in stone", as Westfield Insurance Company is always willing to consider additional surety credit.

Executions of bonds are subject to a review of the contract terms, conditions and project financing by both General Control Systems, Inc. and their surety, Westfield Insurance Company. Further, satisfactory evaluation of normal underwriting requirements at the time the bond is requested will be considered. Requests for the issuance of the bonds must be made prior to mobilization by General Control Systems, Inc., but not sooner than the award of the contract to General Control Systems, Inc..

Westfield Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A (Excellent) with a Financial Size Category of XV (\$2 Billion or greater) by A.M. Best Company.

Should have any questions concerning this information, feel free to contact me, thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Ungeheuer', with a stylized flourish at the end.

Harry B. Ungeheuer, CIC
Bond Manager
Cool, a Gallagher Company
Harry_Ungeheuer@ajg.com

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all Proposers and submitted with their bid submittal:

Company Name: General Control Systems Inc

DBA/Fictitious Name (if applicable): _____

TIN #: 14-1795181

Address: 17 Corporate Cir

City: Albany

State: New York

Zip Code: 12203

County: United States

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Randy Powell

Phone Number: 518-470-2325

Cell Phone Number: 518-470-2325

Email Address: rpowell@generalcontrolsystems.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 York

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

**Electronic Articles of Incorporation
For**

P21000095426
FILED
November 05, 2021
Sec. Of State
mnkane

GENERAL CONTROL SYSTEMS INC

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

GENERAL CONTROL SYSTEMS INC

Article II

The principal place of business address:

3520 AIRPORT ROAD
LAKELAND, FL. US 33811

The mailing address of the corporation is:

17 CORPORATE CIRCLE
ALBANY, NY. US 12203

Article III

The purpose for which this corporation is organized is:

PERFORM INTEGRATION AND MANUFACTURING OF CUSTOM CONTROL SYSTEMS SPECIALIZING IN SEMICONDUCTOR, ENERGY, WATER AND WASTEWATER, AND INDUSTRIAL AUTOMATION SECTORS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

ERIC SULLIVAN
5974 VELVET LOOP
LAKELAND, FL. 33811

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ERIC SULLIVAN

Article VI

The name and address of the incorporator is:

DAVID SCOTT
17 CORPORATE CIRCLE

ALBANY, NY 12203

Electronic Signature of Incorporator: DAVID SCOTT

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
RANDALL POWELL
17 CORPORATE CIRCLE
ALBANY, NY. 12203 US

Title: VP
GREG PACIFICO
17 CORPORATE CIRCLE
ALBANY, NY. 12203 US

Article VIII

The effective date for this corporation shall be:

11/01/2021

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.

General Control 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.

17 Corporate Circle

Requester's name and address (optional)

6 City, state, and ZIP code

Albany, NY 12203

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

1 4 - 1 7 9 5 1 8 1

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

Russell Howell

Date ► 10/1/2021

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.



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0153126187
Nov 15, 2021 LTR 147C
14-1795181

GENERAL CONTROL SYSTEMS INC
17 CORPORATE CIR
ALBANY NY 12203-5154 179

Taxpayer Identification Number: 14-1795181

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of November 15th, 2021.

Your Employer Identification Number (EIN) is 14-1795181. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Barber
1000620967
Customer Service Representative

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the RFP or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: General Control Systems, Inc.

Address: 17 Corporate Cir., Albany, NY 12203

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES X

NO

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES X

NO

3. Proposer has filed all compliance reports due under applicable instructions:

YES X

NO

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

YES X

NO

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The

Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Peter Pritchard

Printed Name

Director of Quality Management

Title

Signature

Date

6/6/2022

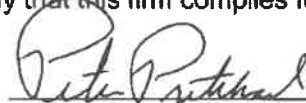
EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that General Control Systems, 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's 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 (a).
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 plea of guilty or nolo contendere to, any violation of Chapter 1892 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.


Proposer's Signature

6/6/2022
Date

TAB 2- Experience & Proficiency

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

- 2-1** Experience
- 2-2** Capabilities
- 2-3** Detailed Approach
- 2-4** Registered Complaints



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



Experience

Project Name:

SUNY Nano FAB Tool Install

Project Location:

SUNY Polytechnic Institute
Albany, NY

Project Owner Contact Information:

John Waddell

(515) 779-4079

John.Waddell@dpsgroupglobal.com

GCS Responsibility:

General Control Systems has a dedicated satellite team at SUNY. GCS provides complete support for the nano fab life safety systems. The system consists of a master SCADA system to monitor, alarm and notify based on information gathered by Area Alarm Controllers (AAC). Each tool, gas room, and support area has an ACC, equipped with a PLC system and two local displays. One display is located at the tool, with the other display and ACC located in the sub fab. The displays provide operators and technicians information about the current state of gas detectors, pressure sensors, leak and level status, VMB and GIB status, and critical door interlocks. The SCADA system notifies the proper technical support group of warnings or alarm conditions via an automated alarm dialer system. The TGMS is configured as a redundant SCADA, however, in the event of loss of SCADA monitoring, the AAC will still function locally to generate critical control and evacuations if necessary. The health of each AAC is monitored from the SCADA system and should a problem occur, the SCADA system generates appropriate alarms to automatically notify technicians or engineers 24/7. Event, warning, and alarm conditions are visually displayed on all SCADA terminals and archived in an alarm summary for review. If warning conditions are active and not corrected within a set time period, the gas associated with the warning will be automatically shut off.

Equipment:

- 2 Redundant SCADA Servers
- 200+ Area Alarm Controllers (AAC)
- 60,000+ SCADA Tags monitored
- 3,000+ Pressure Transmitters
- 400+ Door Interlocks
- 800+ Other devices
- 12 SCADA HMI Terminals
- 1000+ Alarm Strobes & Horns
- 3,000+ Gas Detectors
- 2,000+ Heat Detectors
- 1,000+ Leak Detectors

Key Staff and Roles:

Bill Cox / Project Manager, Samantha Hartig / Engineer, Russell Bolton / Lead Engineer

Original Budget/ Final Budget:

\$4.5-5 million per year

Original Completion Date and Actual Completion Date:

This is an ongoing yearly contract.

Experience

Project Name:

FAB 301 Tool Install

Project Location:

Micron Virginia

Project Owner Contact Information:

Trent Fournier

(515) 416-9137

Trent.Fournier@dpsgroupglobal.com

GCS Responsibility:

With success at SUNY nano fab, GCS has begun work at Micron Fab 301 in Virginia. General Control Systems provides similar services to SUNY: panel fabrication, PLC programming, SCADA programming, and instrumentation calibration as it pertains to toxic gas monitoring systems and tool installation controls. GCS performs everything from providing the equipment, programming and installation of the equipment, and acceptance testing of system with the client, while ensuring all needed documentation and procedures are followed to site specifications. This fab location uses M340s for the life safety systems and Siemens S7-1200 for the instrumentation and control systems.

Equipment:

Schneider Electric M340s, Siemens S7-1200, Mitsubishi FX3U, ChemLogic CL96, Midas Detectors (T-004), iFix

Key Staff and Roles:

Brian Helwig Jr. / Project Manager, Rich Wargo P.E. / Lead Engineer, Samantha Hartig / Engineer

Original Budget/ Final Budget:

\$5.5-6 million

Original Completion Date and Actual Completion Date:

6/01/2021 – 7/31/2022 estimated on time completion

Experience

Project Name:

Decatur iFIX Migration

Project Location:

Decatur, AL

Project Owner Contact Information:

Decatur Utilities

Hagler Wiley, Water Plant Superintendent

(256) 552-1428

hwiley@decaturutilities.com

GCS Responsibility:

Decatur Utilities was mandated to upgrade the entire SCADA system to new computers running the latest available operating systems. Along with this they were also mandated to upgrade their SCADA software packages to current versions. The IT manager for Decatur Utilities set up the new machines and gave General Control Systems personnel admin access to finalize OS setup, install all client software packages, and migrate project files from the old SCADA system to the new SCADA system. Extensive modifications were required due to new operating system and software package changes. Each component was thoroughly tested and run in parallel with the previous version to validate operation. Once all of the components were determined to be operating properly the system was turned over to Decatur Utilities for daily usage. The old SCADA system is to be mothballed and dismantled by the utility IT department at their discretion.

Equipment:

GE Proficy iFIX/Historian, SyTech XLReporter, Win-911, Allen Bradley Studio 5000/RSLink Classic/FactoryTalk Activation Manager

Key Staff and Roles:

Milton Weaver/ Project Manager & Jeff Faulkner / Control Systems Engineer

Original Budget/ Final Budget:

\$20,000

Original Completion Date and Actual Completion Date:

5/1/2022

Experience

Project Name:

Sawgrass WWTP Master Lift Station Improvements

Project Location:

Ponte Vedra, Florida

Project Owner Contact Information:

St. Johns County Utilities

Randy Howell

(904) 392-1547

rhowell@sjcfl.us

GCS Responsibility:

The St. Johns County Sawgrass WWTP Master Lift Station Improvements project consisted of furnishing programming, instruments, and startup services. The existing Lift Station influent flow at Sawgrass WWTP is being diverted to Players Club WRF Headworks and the Players Club WRF Reuse is going to be sent to Sawgrass WWTF Effluent Pond.

The programming consisted of modifying one of the Sawgrass WWTF Motorola ACE3600 PLC's to add some new monitoring points for the Lift Station. These new points will also be added to the existing SCADA screens. Also, the countywide SCADA Lift Station screen is to be modified to include all new signals. One of the Players Club WRF Motorola ACE3600 PLC's will need to be modified to include the pond level from Sawgrass WWTP as a permissive to send reuse back to Sawgrass WWTF effluent pond. This will require communication across a fiber connection from two Motorola ACE3600 PLCs located at each Plant.

The instrumentation provided included a Flow Meter, Radar Level Transmitter, and a Pump Controller. Setup and configuration of these were included in the startup services as well as assisting with the reconnection of the fiber optic cable.

Equipment:

Motorola ACE3600, VTScada

Key Staff and Roles:

Chuck Maxwell/ Project Manager & Jennifer Waymire / VTScada Programmer

Original Budget/ Final Budget:

\$ 42,855.00

Original Completion Date and Actual Completion Date:

Ongoing services

Experience

Project Name:

Mixon Groves Reuse Control Modifications

Project Location:

Bradenton, Florida

Project Owner Contact Information:

City of Bradenton Utilities

Bill Waitt

(603) 490-8969

william.waitt@bradentonfl.gov

GCS Responsibility:

The basis of the controls is to take an existing Allen-Bradley PLC that has standalone control with an operator interface for changing process control values (pressure set points, level set points, etc.). The objective is to modify this existing Allen-Bradley and create a communication link between it and an existing Motorola ACE3600. The Motorola ACE3600 PLC is telemetry equipped with a radio link back to the City's VTScada system. When completed the operators will be able to enter set points via the City's VTScada system which will transmit to the site via the radio and then be passed to the Allen-Bradley via the new communication connection. This will allow for remote control that doesn't currently exist at the Bradenton Mixons Reuse site.

Equipment:

Motorola ACE3600, Allen-Bradley Micrologix, VTScada

Key Staff and Roles:

Chuck Maxwell/ Project Manager & Jennifer Waymire / VTScada Programmer

Original Budget/ Final Budget:

\$ 15,980.10

Original Completion Date and Actual Completion Date:

Ongoing services

Capabilities

GCS has the capability to perform all aspects of controls system integration from the concept to the design phase, project management, AutoCAD, manufacturing, PLC programming, screen development, network configuration, testing, installation, calibration, startup, project closeout, and support.

As a company, GCS has been serving Water & Wastewater industry for 25 years. In Florida, our team has over 130+ years of experience in the Water & Wastewater industry including working on many Polk County projects in the past. The following are some of our certifications and capabilities.

Organizations & Certifications:

Organizations:

American Water Works Association (AWWA)
New York Rural Water Association (NYRWA)
NE Lumbers Association (NELMA)

Control Systems Integrators Association (CSIA)
Instrumentation Society of America (ISA)
American System Registry, ISO 9001-2008

Certifications:

Rockwell Recognized Systems Integrator
Wonderware Systems Integrator
Schneider Alliance Certified Partner
GE Intelligent Systems Integrator
SYTECH Systems Integrator
Win 911 Software Systems Integrator
Square-D Platinum Builder
Inductive Automation Certified Integrator
VTScada Certified Systems Integrator

UL 508A & UL 698A Listed Panel Shop
ICex Certified Panel Shop, Cooper CH
CSA Certified Panel Shop
UR-Universal Robots Certified Systems Integrator
Symantec Managed Service Provider
Motorola ACE VAR
Elpro Certified VAR
IPPC Certified Export Crating Shop
Endress+Hauser Preferred Systems Integrator

Capabilities:

Integration & Engineering:

SCADA Programming & Design
HMI/MMI Programming & Design
PLC Programming
Drive Systems (VFD, Motion Control)
Relay/Motor Control
Software Configuration
Telemetry/Radio Path Surveys
Networking/Communication
Fiber Optic/Cabling
Cyber Security

Control System Design & Layout
Life Safety Systems and Toxic Gas Monitoring
Building Management Systems (BMS)
Process Optimization
Industrial Automation
Machine Control
Instrumentation & Process Control
Data Acquisition
Robotics/Collaborative Robotics

Fabrication:

Control Panel Fabrication
Assembly/Kitting Services
Advanced Systems/Skid Manufacturing

Computerized Engraving
Wood Crating & Palletizing

Installation:

State of Florida Certified Electrical Contractor
IBEW Certified Electricians

Service & Maintenance:

Field Service
Calibration
Maintenance Contracts

Contract Engineering
Startup & Testing
Retrofit/Repair

Planned and Emergency Project Approach

General Control Systems (GCS) has over 25 years of experience in control system integration. Our business is based on long-term relationships that require utmost trust. Good corporate citizenship begins within and becomes contagious when we work within our own community. GCS strives to make long-term positive impacts within our community. General Control Systems is also safety conscious, requiring engineering and technical staff to obtain OSHA 30 certifications.

Planned Project Approach:

General Controls Systems will begin the initial assessment of the task by:

- Reviewing the scope of services and proposed budget
- Determining roles of GCS team members
- Discussing operational needs with key personnel
- Reviewing existing facility conditions and available documentation
- Clarifying scope and propose enhancements

General Controls Systems will continue planning and delivery items (as applicable):

- Work with owner staff to develop control strategies
- Develop all applicable drawings and diagrams
- Provide equipment documentation
- Factory Acceptance Testing procedures
- Installation Plan
- Proposed budget and schedule

Project execution will begin upon the receipt of approval and notice to proceed:

- Identify safety hazards
- Establish emergency contact procedures
- Material Procurement
- Fabrication of assemblies (with UL listing as applicable)
- Obtain applicable permitting
- Installation of work
- All applicable logic applications and graphics (PLC, OIT, SCADA)
- Setup, calibration, and verification of instruments
- Factory Acceptance Testing by an approved procedure
- Project commissioning with test procedure based on the approved control strategy
- Personnel training and instruction documentation

- Update drawings and documentation for as-built conditions
- Software application turnover

General Control Systems will approach Polk County projects as a team. This team will first understand the end goal the County wishes to accomplish for a particular project. Once a scope of work has been determined, a specific GCS team will be defined. The individuals identified in this RFP collectively meet or exceed the technical competency requirements. This team will schedule meetings with County personnel to ensure the project meets the needs of the County.

General Control Systems relies on upfront input and planning to best meet time and budget needs. GCS knows more initial planning will lead to fewer changes later in the project, saving both time and money.

Emergency Response Approach:

General Control Systems understands the needs of our customers including the need to minimize downtime and provide emergency service if an unexpected event occurs. Our staff is prepared to provide 24-hour support services to our customers. Emergency repair parts are typically stored in our Lakeland, FL facility. Response time will typically not exceed one hour to most Polk County facilities.

General Control Systems has provided and continues to provide emergency support to many utility customers. The personnel identified in this RFP can provide “after-hours” scheduled support services or unscheduled emergency support, as requested by the County. Emergency support includes (but is not limited to) PLC/HMI programming, industrial electricians, instrumentation technicians, and fiber optic network specialists.

Emergency contact information will be provided to the County and regularly updated.

Registered Complaints and Business Violations

With over 25 years in the automation and control industry, General Control Systems has never been the recipient of a registered complaint of any State Department of Professional Regulation, Polk County Building Division, or any governmental building division.

TAB 3- Technical & Personnel Resources

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

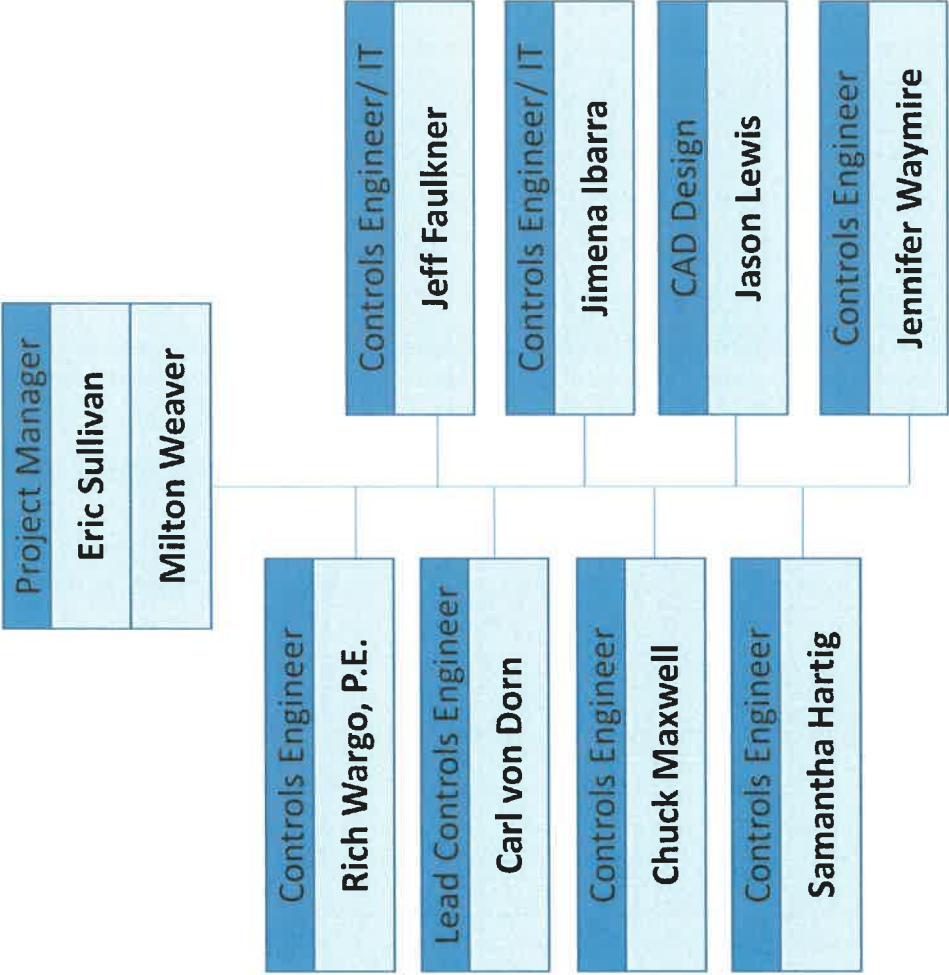
- 3-1** Project Specific Organizational Chart
- 3-2** Key Staff Resumes
- 3-3** Key Staff Availability and Ability to Respond
- 3-4** Subcontractors
- 3-5** Approach and Methodology



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



Organizational Chart RFP 22-409



Milton Weaver

Director of Engineering

Experience: 28 years total, less than 1 year at GCS

Education:

Bachelor of Science in Mechanical Engineering University of Alabama

Technical Experience:

Project Management
Industrial Automation System Design
SCADA/HMI Design and Development
PLC Software Configuration & Design
Instrumentation & Process Control
Cellular/Radio Networking

Certifications:

UL 508A Qualified Manufacturer Technical Representative

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 - Present

Project Engineer

Curry Controls Company 2000 – 2021

Eric Sullivan

Business Development Manager

Experience: 20 years total, less than 1 year at GCS

Education:

Polk Community College Lakeland, Florida

Tampa NJATC (5 Years)

State of Florida Certified Electrical Qualifier

Technical Experience:

Senior Project Manager

SCADA/HMI Programming (GE iFix, VT SCADA)

PLC Programming (Schneider Proworks NXT & 32, Unity, GE ME

Logic Developer, Rockwell Studio 5000

Instrumentation Calibration & Process Control

Electrical Design, Installation, Trouble-Shooting, & Startup

Work Experience:

Business Development Manager

General Control Systems, Inc., Lakeland, Florida September 2021 - Present

Senior Project Manager

Curry Controls Company / Revere April 1995 – September 2021

Electrician

J.H. Ham Engineering June 1992 – April 1995

Carl von Dorn

Control System Engineer

Experience: 20 years total, less than 1 year at GCS

Education:

Bachelors of Electrical Engineering 1986 - University of North Carolina at Charlotte

Associates Degree Electrical Engineering Technology 1983 - Central Piedmont Community College

Associates Degree Electronics Engineering Technology 1983 - Central Piedmont Community College

United States Coast Guard Academy 1892-1983

Virginia Military Academy 1891-1982

Technical Experience:

Programmable Controllers

Omron: C, CV, and NJ series

Schneider Electric: M340, M580, Momentum and Quantum

Mitsubishi Electric: Fx, Fx1, Fx2, Q Series

SCADA Software

VT SCADA, WonderWare, Intellution, Indusoft

HMI

Omron: NT, NS, NB and NA Series

Red Lion

Mitsubishi: GOT Series

VFD

Baldor, Danfoss, Omron, Schneider Electric

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 - Present

Project Engineer / Programmer

Curry Controls Company / Revere, Lakeland, Florida April 2018 – February 2022

Sales and Applications Engineer

Adams Air and Automation 2015 – 2017

Applications Engineer

AA Electric S.E., Inc. 1999 – 2015 and 1989 - 1993

Software Development

Gribetz International 1994 – 1996

Electrical System Design & Circuit Board Design

Philips Components Tantalum Chip Manufacturing 1986 -1989

Electronics Repair, Panel Build, System Design, Software Development

Select Controls Inc. 1983 – 1985

Richard C. Wargo, P.E.

Senior Controls Engineer

Experience: 18 years total, 10 years at GCS

Education:

Bachelor of Science in Chemical Engineering Clarkson University

6 semesters towards Masters of Business Administration University of Dallas

Technical Experience:

Control System Design and Integration

SCADA/HMI Design and Development

PLC Software Configuration and Design

Siemens, GE, Rockwell Automation, Schneider Electric

DCS Systems

Computers, Programming and Networking, various

Motor and Drive Configuration

Instrumentation and Process Control

Work Experience:

Systems Engineer General Control Systems, Inc. February 2012 – Current

Senior Facilities Controls Engineer Global Foundries November 2010 – February 2012

Systems Engineer Steam Plant Systems 2004 – November 2010

Chuck Maxwell

Control Systems Engineer

Experience: 35 years total, less than 1 year at GCS

Education:

Associate of Science in Electronics Engineering Tampa Technical Institute

Technical Experience:

Project Management

PLC Programming: Motorola (System Tools Suite), M340 (Unity), Allen-Bradley (RSLogix)

Instrumentation & Process Control

Electrical Design & Installation

Work Experience:

Control Systems Engineer

General Control Systems, Inc., Lakeland, Florida, 2021 - Present

Project Manager

Curry Controls Company, Lakeland, Florida, 2014 - 2021

Jeff Faulkner

Control Systems Engineer

Experience: 28 years total, less than 1 year at GCS

Education:

United States Navy Nuclear Power Program – Reactor Operator

NFAS/NNPS Orlando, Florida

NPTU Ballston Spa, New York

Certifications:

Schneider Electric EcoStruxure Plant Certified- Control System

Schneider Electric Ethernet Networking

Schneider Electric Control Expert

Schneider Electric GEO SCADA

Technical Experience:

SCADA/HMI Design and Development

PLC Programming

DCS Programming

Systems Administration

Instrumentation and Controls Specification/Installation/Calibration

Power Plant Operations and Maintenance (Nuclear/Fossil)

Particle Accelerator Operations

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 – Present

Project Engineer

Curry Controls Company 2014 - 2021

RMC Controls Engineer

Mitsubishi Power Systems 2012 - 2014

ICE/CEMS Technician

AES Power 2008 – 2011

Jason Lewis

CAD Technician

Experience: 16 years total, 11 years at GCS

Education:

Bachelor of Science in Physics/Math Minor St. Lawrence University

Technical Experience:

AutoCAD

AutoCAD Electrical

Solidworks

Auto Lisp/Visual Lisp

Work Experience:

CAD Technician General Control Systems, Inc. 2011 – Present

Drafter Loughberry Manufacturing 2007 – 2011

Drafter/Document Control ConMed 2006 – 2007

Jennifer Waymire

Control System Engineer

Experience: 19 years total, less than 1 year at GCS

Education:

Bachelor of Science in Computer Science University of South Florida

Certifications:

VTs Advanced Level Training

VTScada Advanced Configuration & Scripting

Technical Experience:

Project Management

SCADA/HMI Programming

VTScada

Maple Systems HMI

Magelis HMI

Motorola (System Tools Suite)

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 - Present

Programmer

Curry Controls Company 2015 - 2021

Jimena Ibarra

Control System Engineer

Experience: 6 years total, less than 1 year at GCS

Education:

Computer Systems & Information Technology Traviss Technical College

Certifications:

Ignition 8.1 Certified

Schneider Electric EcoStruxure Plant Certified- Control System

Schneider Electric Ethernet Networking

Schneider Electric Control Expert

Schneider Electric GEO SCADA

Technical Experience:

SCADA/HMI Programming

PLC Software Troubleshooting

Water and Wastewater Controls Integration

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 - Present

SCADA Programmer

Curry Controls Company/Revere December 2019 – December 2021

SCADA Specialist

Polk County Board of County Commissioners August 2016 – December 2019

Samantha Hartig

Control Systems Engineer

Experience: 9 years total, 4 years at GCS

Education:

AAS Electrical Technology Fulton Montgomery Community College

Aviation Electrician's Mate A School US Navy

Bachelor of Science Graphic Design SUNY New Paltz

Certifications:

Schneider Electric EcoStruxure Plant Certified- Control System

Schneider Electric Ethernet Networking

Schneider Electric Control Expert

Schneider Electric GEO SCADA

Ignition 8.1

iFix Proficy Fundamentals

Metallurgy for the Non-Metallurgist

LabVIEW Core 1 & 2

Technical Experience:

PLC: Schneider Electric, Allen Bradley, Red Lion, GE

HMI: Schneider Electric, Allen Bradley, Red Lion, GE

SCADA: iFix, Ignition

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida 2018-2020 & 2021 – Present

Project Engineer

Curry Controls Company 2020 - 2021

Engineering Technologist

Naval Nuclear Lab 2015-2018

Aviation Electrician's Mate

US Navy 2010-2012

Key Staff Availability and Ability to Respond

The key staff identified below are all based out of our Lakeland, FL office location, with the exception of Rich Wargo and Jason Lewis. The FL teams' response to most of the County facilities are well within one hour of driving time. These individuals have been providing both regular and emergency support to the County for many years.

These individuals represent approximately 15% of our current staff and additional resources may be assigned to support the proposed project team as needed.

General Controls Systems Team Member		Project Manager	Doc and Drafting	SCADA	Network and Instrumentation	Florida Licensed Electrician	OSHA 30	UL 508A
Name	Experience (years)							
Eric Sullivan	30	x	x	x	x	x	x	
Milton Weaver	28	x	x	x	x			x
Carl von Dorn	20	x	x	x	x		x	
Chuck Maxwell	35	x	x	x	x		x	
Jeff Faulkner	28	x	x	x	x		x	
Jennifer Waymire	19	x	x	x	x		x	
Jimena Ibarra	6	x	x	x	x		x	
Samantha Hartig	9		x	x	x		x	
Rich Wargo, P.E.	18	x		x	x		x	
Jason Lewis	16		x					

Subcontractors

At this time General Controls Company (GCS) does not anticipate utilizing the services of subcontractors related to RFP 22-409. GCS is uniquely qualified to provide the requested services in house, facilitating turn-key design-build services for SCADA-related construction projects.

We acknowledge the RFP requirements to provide a list of proposed subcontractors, capabilities, and related experience. As specific scope of services is not currently defined, we are not able to provide an executed list at this time. GCS will provide the requested information on RFP 22-409 Exhibit VI-A Subcontractor List prior to commencing work on a particular project.

**Exhibit VI-A
Subcontractor List**

Classification																
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total
General Conditions																\$ -
Maintenance of traffic																\$ -
Signing																\$ -
Pavement markings																\$ -
Asphalt																\$ -
Clearing & Grubbing																\$ -
Signalization																\$ -
Sodding																\$ -
SubTotals		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Allowance																\$ -
TOTAL																\$ -

Approach and Methodology

The actual scope of services requested for each project will determine the exact approach and methodology for each specific project. Based on current General Control Systems employees past experiences providing SCADA services to the County, the following is an example of a typical project:

- Item 1: Review project and gather input from key County employees
- Item 2: Design the project (panel, instruments, communications)
- Item 3: Procure all necessary items
- Item 4: Build the panel
- Item 5: Complete programming (PLC, OIT, SCADA)
- Item 6: Perform Factory Authentication Test
- Item 7: Install control panel and field equipment and complete any onsite programming
- Item 8: Conduct inspections and approved testing to demonstrate the control panel is performing properly

Item 1

General Control Systems will review the project and meet with the County to ensure the project begins in the direction intended. If needed, a site visit will be conducted.

Item 2

General Control Systems will design the panel, selecting appropriate instrumentation and panel components. This task will be assigned to a team member with CAD expertise and a project engineer. The project engineer will review the drawings, and work with the CAD team member to incorporate any customer driven changes. Once the drawing package is complete it will be sent to the County representative for review and approval.

Item 3

The GCS project engineering team will procure the instrumentation and panel components, paying attention to lead times on items.

Item 4

The panel will be built at the General Control Systems facility in Lakeland, FL.

Item 5

Programmers will be selected with appropriate experience in utilized platforms. Many of the GCS Lakeland team have been programming for Polk County for many years. They are familiar with County standards and will use them where appropriate.

Item 6

The completed and programmed panel will be exhaustively tested with a point-to-point checkout to verify wiring and an in-shop Factory Acceptance Test. This test will be fully documented.

Item 7

GCS will work with the County to plan the installation of the panel, communications, and instruments. GCS will endeavor to minimize down time and impact on the County facility. Any onsite programming such as SCADA tie-ins will be completed, also with awareness to facility impact. General Control Systems prioritizes safety both at company facilities and customer locations.

Item 8

GCS will thoroughly test the completed project and all components and functionality. A site acceptance test will be performed and documented with County personnel to ensure the project functions as required. Any training of County personnel needed will be provided.

TAB 4- Cost

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

4-1 Cost Sheet



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



ATTACHMENT "C"

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET**

Item #	Description	Part #	Quantity	Unit Price	Extended Price
Mobilization / Embedded Cost / Reimbursement per Purchase Order Total					
1	\$10,000 And Under		20 EA	500	\$ 10,000.00
2	\$10,001 - \$75,000		200 EA	1500	\$ 300,000.00
3	\$75,001 And Over		10 EA	3500	\$ 35,000.00
4	Public Construction Bond in the amount of \$100,000		1 EA	1600	\$ 1,600.00
Labor Rates (Regular)					
5	Project Manager		4,000 HR	140	\$ 560,000.00
6	Sr. Project Engineer		50 HR	145	\$ 7,250.00
7	Project Engineer		300 HR	135	\$ 40,500.00
8	HMI/PLC Programmer		600 HR	135	\$ 81,000.00
9	Network Engineer		100 HR	135	\$ 13,500.00
10	Instrumentation Technician		240 HR	110	\$ 26,400.00
11	Fiber Optic Technician		60 HR	110	\$ 6,600.00
12	CAD Designer		600 HR	105	\$ 63,000.00
13	Field Superintendent		4,000 HR	88	\$ 352,000.00
14	Journeymen Wireman		35000 HR	79	\$ 2,765,000.00
15	Apprentice Wiremen		12500 HR	61	\$ 762,500.00
Labor Rates (Emergency and On-Call)					
16	HMI/PLC Programmer		40 HR	190	\$ 7,600.00
17	Instrumentation Technician		40 HR	170	\$ 6,800.00
18	Fiber Optic Technician		20 HR	170	\$ 3,400.00
19	Field Superintendent		40 HR	132	\$ 5,280.00
20	Journeymen Wireman		400 HR	120	\$ 48,000.00
21	Apprentice Wiremen		400 HR	95	\$ 38,000.00
22	On-Call Staffing (per 8-hour shift)		100 SHIFT	75	\$ 7,500.00
Standard Lift Station Pump Control / RTU Panels enclosure components					
23	Enclosure, Wall Mount, 2-door w/3pt latch, Stainless Steel, Powder coated White, w/ sunshield, door stop kits, data pocket, removable center post, (1) rect cutout & (8) round holes in left door		150 EA	5421.55	\$ 813,232.80
24	Universal Enclosures Back Panel	U4848P	200 EA	214.80	\$ 42,960.00
25	Hoffman 24" LED LIGHT W/ manual switch & no outlet	LEDA1S35	400 EA	193.53	\$ 77,413.92
26	Hoffman Door operated switch	ALFSWD	400 EA	28.64	\$ 11,456.00
27	HOFFMAN CORROSION INHIBITOR	AHCI10E	400 EA	25.00	\$ 10,001.09
28	Square D Ground Bar Kit AWG #14-1/0	PK-15GTA	200 EA	14.21	\$ 2,841.09
29	Square D Circuit Breaker 600V 60 A 3-pole (Main Breaker for 1,2,3 & 5 HP)	HGL36060	200 EA	381.41	\$ 76,282.64
30	Square D Circuit Breaker 600V 100 A 3-pole (Main Breaker for 7.5 & 10 HP)	HGL36100	200 EA	422.44	\$ 84,488.00
31	Square D Circuit Breaker 600V 150 A 3-pole (Main Breaker for 15 HP)	HGL36150	200 EA	919.34	\$ 183,868.80

RFP 22-409, Utilities SCADA Construction Services COST SHEET

Item #	Description	Part #	Quantity	Unit Price	Extended Price
32	Square D Circuit Breaker 600V 15 A 2-pole (CPTCB Breaker)	HGL26015	200	EA 325.06	\$ 65,012.80
33	Square D Thermal Magnetic Manual Starter, 12-18 amps, w/o Lower block, (5 HP)	GV3P181	400	EA 129.05	\$ 51,620.74
34	Square D Thermal Magnetic Manual Starter, 23-32 amps, w/o Lower block, (10 HP)	GV3P321	400	EA 129.05	\$ 51,620.74
35	Square D Thermal Magnetic Manual Starter, 37-50 amps, w/o Lower block, (15 HP)	GV3P501	400	EA 161.00	\$ 64,399.90
36	Square D Contactor, 3P, 32 Amp, 110 VAC Coil (1.2,3.5 & 7.5 Hp)	LC1D32F7	400	EA 76.31	\$ 30,524.51
37	Square D Contactor, 3P, 65 Amp, 110 VAC Coil (10 & 15 Hp)	LC1D65AF7	400	EA 142.87	\$ 57,148.26
38	Square D Contactor, 3P, 12 Amp, 110 VAC Coil (1.2,3.5 & 7.5 Hp)	LC1D12 M7	400	EA 52.81	\$ 21,124.86
39	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Side Mount	GVA00110	400	EA 17.24	\$ 6,896.51
40	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Front Mount	GVAED101	400	EA 17.24	\$ 6,896.51
41	ATC Diversified Electronics Phase Monitor	SLA-230-ASA	400	EA 106.76	\$ 42,702.24
42	ATC Diversified Electronics Phase Monitor	SUA-440-ASA	400	EA 125.30	\$ 50,120.00
43	Veris Current Transducer, solid core, (4-20 Ma = 0-10/20/40 Amps)	H721LC	400	EA 71.63	\$ 28,651.46
44	Veris Current Transducer, solid core, (4-20 Ma = 0-50/100/200 Amps)	H721HC	400	EA 74.11	\$ 29,642.40
45	Omnron Relay Socket	PF083A-E	400	EA 5.48	\$ 2,193.82
46	Omnron Relay, LED w/ Test button	G2R-2-SNI-	400	EA 15.79	\$ 6,317.98
47	Omnron Relay Socket	P2RF-08-S	400	EA 11.53	\$ 4,611.04
48	Marathon Power Distribution Block, 3-Pole, 600 VAC, 175 amp w/cover	1323580	200	EA 94.80	\$ 18,959.68
49	Marathon Power Distribution Block, 1-Pole, 600 VAC, 175 amp w/cover	1321580	200	EA 41.70	\$ 8,339.97
50	Square D Ground Bar Kit AWG #14-1/0	PK-0GTA6	200	EA 17.18	\$ 3,436.80
51	Modicon M340 8-slot backplane	BMXXBP0800	200	EA 276.38	\$ 55,275.20
52	Modicon M340 Power Supply	BMXGPS2010	200	EA 381.48	\$ 76,296.96
53	Modicon M340 CPU	BMXP342020	200	EA 2262.66	\$ 452,532.05
54	Modicon M340 Discrete Input module 16 pt. 24VDC	BMXDDI1602	600	EA 274.44	\$ 164,665.68
55	Modicon M340 Discrete Relay Output module 16 pt. 24VDC	BMXDDO1602	200	EA 331.87	\$ 66,373.20
56	Modicon M340 Analog Input module 8 ch.	BMX AMI 0810	200	EA 845.70	\$ 169,139.25
57	Modicon M340, DMP Communication Module	BMXNOR0200H	200	EA 1338.13	\$ 267,626.48
58	Modicon M340 Flying Leads	BMXFTW301	800	EA 61.30	\$ 49,043.14
59	Modicon M340 Flying Leads	BMXFTW308S	200	EA 77.86	\$ 15,571.57
60	Cal Amp Vanguard 5530MC 4G LTE Cellular Modem	VG5530-LVZ-F-	200	EA 1258.73	\$ 251,746.00
61	Polyphaser Antenna Surge Arrestor	TSX-NFF-C	200	EA 110.14	\$ 22,027.02
62	Phoenix Contact UPS-BAT/RLA/24DC/12 AH	2320322	400	EA 291.56	\$ 116,625.60
63	Phoenix Contact UPS, Quint-UPS/ 24DC / 24DC/5	2320212	200	EA 257.05	\$ 51,410.40
64	Phoenix Contact Quint Power supply, 24VDC / 5 amp	2866750	200	EA 206.28	\$ 41,256.00
65	Phoenix Contact assembled relay module w/ base, Gold Contacts RIF-0-RPT-24DC/21AU	2903368	200	EA 9.54	\$ 1,908.00
66	Wilkinson Backup Pump Controller	DR1920-1	200	EA 395.23	\$ 79,046.40
67	Square D Relay Base, 11 pin tubular socket, 10 amp, 300 v	8501NR62	200	EA 16.94	\$ 3,388.11
68	Square D Connexion Unmanaged 8-port ethernet switch	TCSU083FNO	200	EA 264.92	\$ 52,984.00
69	Square D CONTROL RELAY, 24VDC, 1PDT, 6 AMP CONTACTS w/ PILOT LIGHT	RSL1PVBU	2200	EA 20.33	\$ 44,735.68
70	Square D Relay Socket	RXE2M114	1200	EA 6.99	\$ 8,385.79
71	Square D Control Relay Diode Module, 24-240 VDC	RXM040W	1200	EA 2.65	\$ 3,179.04
72	Square D CONTROL RELAY, 24VDC, 4-PDT, 12 AMP CONTACTS w/ PILOT LIGHT	RXM4AB2BD	1200	EA 9.47	\$ 11,358.62
73	Square D JUMPER BAR	RSLZ2	200	EA 5.31	\$ 1,062.54
74	PANDUIT 1" x 3"	E1X3WH6	1200	EA 5.01	\$ 6,014.40

RFP 22-409, Utilities SCADA Construction Services COST SHEET

Item #	Description	Part #	Quantity	Unit Price	Extended Price
75	PANDUIT COVER, 1"	C1WH6	1200	EA 0.76	\$ 910.75
76	EATON Circuit Breaker, 1-pole, 10 amp	FAZ-C10	200	EA 26.21	\$ 5,241.12
77	EATON Circuit Breaker, 1-pole, 15 amp	FAZ-C15	400	EA 26.21	\$ 10,482.24
78	EATON Circuit Breaker, 1-pole, 20 amp (480 VAC Only)	FAZ-C20	200	EA 26.21	\$ 5,241.12
79	Citel 120VAC Surge Arrestor	DS42S-120	200	EA 93.08	\$ 18,616.00
80	Citel 4-20 mA Surge Arrestors	DLA-24D3	1600	EA 46.54	\$ 74,464.00
81	Entrelec Fused Terminal Block, 2 Tier, 24 VDC w/blown fuse LED indication, M4/8 D2, SFDJ	115.650.02	2400	EA 22.34	\$ 53,614.08
82	Entrelec Single Tier Terminal Block, M4/8 SF, No Indication	115.657.25	400	EA 5.71	\$ 2,285.47
83	Entrelec Fused Terminal Block End Section, FEM8D2S	116.913.07	200	EA 1.36	\$ 272.08
84	Entrelec END SECTION - FEM8S	116.951.15	400	EA 0.43	\$ 171.84
85	Entrelec END SECTION FEM6	118.368.16	800	EA 0.29	\$ 229.12
86	Entrelec END SECTION- FEM6D	118.499.23	600	EA 0.99	\$ 592.85
87	Entrelec Terminal block Jumper bar, BJM8	168.974.00	200	EA 7.59	\$ 1,517.92
88	Entrelec Jumper Assembly / 10 pole, PC81	173.523.11	400	EA 5.71	\$ 2,285.47
89	Entrelec Single Tier Terminal Block, M4/6	115.116.07	8200	EA 0.86	\$ 7,045.44
90	Entrelec Single Tier Terminal Block end barrier	118.368.16	1200	EA 0.36	\$ 429.60
91	Entrelec Single Tier Terminal Block Jumper, 10-Pole, BJM6	168.973.07	400	EA 5.44	\$ 2,176.64
92	Entrelec Two Tier Terminal Block, M4/6D2	115.271.22	9600	EA 2.51	\$ 24,057.60
93	Entrelec Two Tier Terminal Block end barrier,	118.499.23	600	EA 1.07	\$ 644.40
94	Entrelec Two Tier Terminal Block Jumper, BJM6.D	173.520.22	1000	EA 7.52	\$ 7,518.00
95	Entrelec JUMPER BAR BJM6-10, 10 POLES, FOR M4/6 D1.5/6 D4/6, 6MM	176.667.04	400	EA 6.30	\$ 2,520.32
96	Entrelec Marker Holder, PEBM	113.084.01	1200	EA 1.22	\$ 1,460.64
97	Bussman GMA Type Fuse, 5 X 20mm, 3 amp	GMA-3	2400	EA 0.86	\$ 2,062.08
98	Bussman GMA Type Fuse, 5 X 20mm, 5 amp	GMA-5	400	EA 0.86	\$ 343.68
99	WAGO END CLAMP	249-117	6600	EA 1.32	\$ 8,695.10
100	SLOTTED DIN RAIL 6 FT. LONG	51450	400	EA 5.73	\$ 2,291.20
101	PANDUIT	E1.5X3WH6	3600	EA 5.30	\$ 19,074.24
102	PANDUIT COVER	C1.5WH6	3600	EA 1.00	\$ 3,608.64
103	Square D PUSHBUTTON, N.O. CONTACT, 22mm	XB5AA21	200	EA 14.99	\$ 2,998.61
104	Square D LEVEL INDICATING PILOT LIGHT, 24V, AMBER LENS, 22mm	XB5EVB	800	EA 11.17	\$ 8,935.68
105	Square D PUMP RUNNING INDICATING LIGHT, 120 VAC, Green LENS, 22mm	XB5EVG3	400	EA 9.11	\$ 3,643.01
106	Square D Selector Switch 3-position, maintained, 22mm	XB5AJ33	400	EA 26.46	\$ 10,585.34
107	Square D 22mm anti rotation plate	ZB5AZ902	400	EA 0.79	\$ 315.04
108	Square D Blank Name Plate	ZBZ32	1800	EA 0.93	\$ 1,675.44
109	MPE PUMP MONITOR RELAY, 120VAC, 11PIN, SEAL FAILURE AND MOTOR THERMAL	PMR1	400	EA 315.97	\$ 126,388.00
110	MPE Seal Fail Relay Base	750-2C-SKT	400	EA 8.95	\$ 3,580.00
111	Flygt MiniCAS II Module (Supplied with Pump Package)	14-40 71 29	400	EA 1029.61	\$ 411,843.20
112	Flygt MiniCAS II Relay Base (Supplied with Pump Package)	14-40 70 97	400	EA 101.67	\$ 40,668.80
113	Federal Signal Alarm Horn, Vibratone, 24VDC, w/ trim ring	450E-024	200	EA 184.64	\$ 36,928.42
114	Federal Signal Alarm Light, 24 VDC, Strobe, Red Lens, 1/2" NPT	141ST-024R	200	EA 161.04	\$ 32,208.54
115	Wilson Cellular Antenna	301202	200	EA 71.74	\$ 14,348.64
116	Wilson Radio Cable, 10' LMR400	952310	200	EA 22.11	\$ 4,422.02
117	Radio Cable, 2' LMR-240-UF, 90 Deg SMA-Male to N-Male		200	EA 22.11	\$ 4,422.02

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET**

Item #	Description	Part #	Quantity	Unit Price	Extended Price
118	Radio Shelf, aluminum	Custom	200 EA	50.12	\$ 10,024.00
119	Crouse Hinds 3/4" Aluminum Conduit hub	STG2	400 EA	19.98	\$ 7,990.56
120	Hubbell 20A Single Pole Switch	HBL1221GY	200 EA	33.62	\$ 6,724.67
121	Hubbell Die Cast Aluminum 2-gang box 2IH3-2	5341-0	200 EA	26.11	\$ 5,221.07
122	Hubbell Die Cast Aluminum 2-gang In-Use Cover, Lockable WP10303OMXD	5885-0	200 EA	49.92	\$ 9,983.90
123	HUBBELL GFI DUPLEX RECEPTACLE, 120VAC, 20 AMP, 10KAIC	GFTWRST20GY	200 EA	48.66	\$ 9,731.87
124	Red Lion Process Meter, 4-20ma, .48" high digits	CUB5PR00	400 EA	197.83	\$ 79,132.32
125	Square D Terminal Block	9080 GM6	3600 EA	1.16	\$ 4,175.71
126	Square D Relay, 120VAC Coil, 2-C/O, 5 A, w/LED	RXG22F7	600 EA	10.54	\$ 6,324.00
127	Square D Relay Base, 2-pole	RGZE1S48M	1000 EA	5.10	\$ 5,097.92
128	Square D Varistor, 120 VAC	RZM021FP	1000 EA	8.12	\$ 8,120.00
129	TE Connectivity / P&B Latching Relay, 24 VDC Coil, 2-PDT, 10 Amp	KUL-11D15D-24	400 EA	79.20	\$ 31,681.57
130	TE Connectivity / P&B Latching Relay Base	27E893	400 EA	15.41	\$ 6,163.33
131	Hammond Hinged Cover Kit, Polycarbonate, 16" H x 14" W, w/ snap latch	PJHMI1614L	200 EA	180.07	\$ 36,014.80
132	3' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-003-BL	200 EA	10.02	\$ 2,004.80
133	5' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-005-BL	200 EA	10.02	\$ 2,004.80
134	7' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-007-BL	200 EA	10.02	\$ 2,004.80
135	#16 AWG MTW Wire		60000 LF	0.14	\$ 8,592.00
136	#14 AWG MTW Wire		60000 LF	0.22	\$ 13,231.68
137	#12 AWG MTW Wire (25 amps)		12000 LF	0.27	\$ 3,264.96
138	#8 AWG MTW Wire (50 amps)		6000 LF	0.92	\$ 5,498.88
GRAND TOTAL:				\$	10,229,147.74

TAB 5- Entity Information

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

5-1 Polk County Entity Information



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069

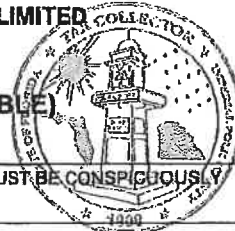


GCS Polk County Entity Information

General Controls Systems (GCS) is located in Polk County Florida at 3520 Airport Road, Lakeland. We have not been in business at the Polk County location long enough to meet the definition of a Polk County entity (more than 12 months).

However, GCS is actively looking for a permanent office/panel shop located in the Lakeland area which is a major part of our long-term growth plan.

We have included our Polk County Local Business Tax Receipt for the address verification.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT**ACCOUNT NO. 247321****CLASS: B+****EXPIRES:****09/30/2022****OWNER NAME****LOCATION****RANDALL POWELL****3520 AIRPORT RD
LAKELAND****BUSINESS NAME AND MAILING ADDRESS****CODE****ACTIVITY TYPE****GENERAL CONTROL SYSTEMS INC**
GENERAL CONTROL SYSTEMS INC
17 CORPORATE CIR
ALBANY, NY 12203**230130****CONTRACTOR ELECTRICAL UNLIMITED****PROFESSIONAL LICENSE (IF APPLICABLE)**
DBPR EC13006838**OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR****THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION****PAID - 701253 04/21/2022 PLR****TAX 77.75****GENERAL CONTROL SYSTEMS INC**

TAB 6- Entity Information

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

6-1 Certified Woman or Minority Business Enterprise



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



Certified Woman or Minority Business Enterprise

General Controls Systems (GCS) is not a Certified Woman or Minority Business Enterprise. We have and do work with Minority Businesses when possible to help municipalities meet their Certified Woman or Minority Business Enterprise goals.

GCS is always willing to utilize Certified Woman or Minority Business Enterprise to participate in projects. At this time, we are not listing any subcontractors. However, we are willing to submit to Polk County the required forms to include subcontractors on projects as needed and are willing to utilize W/MBE contractors when doing so is in the best interest of the project.

TAB 7- Performance Surveys

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

- 7-1** SUNY Nano FAB Tool Install - Survey
- 7-2** FAB 301 Tool Install - Survey
- 7-3** Decatur Utilities - Survey
- 7-4** St. Johns County Utilities - Survey
- 7-5** City of Bradenton Utilities - Survey



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



To: John Waddell (Name of Person completing survey)
SUNY Polytechnic Institute (Name of Client Company/Contractor)
 Phone Number: 515-779-4079 Email: John.Waddell@dpsgroupglobal.com

Contract Start Date: 01/01/2022 Contract End Date: 12/31/2022

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Survey Questionnaire – Polk County

RFP 22-409, Utilities SCADA Construction Services

To: Trent Fournier (Name of Person completing survey)

Micron (Name of Client Company/Contractor)

Phone Number: 515-416-9137 Email: Trent.Fournier@dpsgroupglobal.com

Total Annual Budget of Entity +/- 10MM

Subject: Past Performance Survey of Similar work:

Project name: FAB 301 Tool Install

Name of Vendor being surveyed: DPS Group

Cost of Services: Original Cost: \$0 Ending Cost: 5.5-6.5MM

Contract Start Date: 06/01/2021 Contract End Date: 07/31/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Trent Fournier

Signature of Evaluator: 

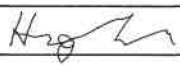
Please fax or email the completed survey to: rpowell@generalcontrolsystems.com

**Survey Questionnaire – Polk County
RFP 22-409, Utilities SCADA Construction Services**

To: Hagler Wiley (Name of Person completing survey)
 Decatur Utilities (Name of Client Company/Contractor)
 Phone Number: 256-552-1428 Email: HWiley@Decaturutilities.com
 Total Annual Budget of Entity \$127 Million
 Subject: Past Performance Survey of Similar work:
 Project name: SCADA Software Update
 Name of Vendor being surveyed: General Control Systems
\$20,000.00 Cost of Services: Original Cost: \$20,000.00
 Ending Cost: \$20,000.00
 Contract Start Date: 2/1/2022 Contract End Date: 5/1/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Hagler Wiley
 Signature of Evaluator: 
 Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County
RFP 22-409, Utilities SCADA Construction Services

To: Randy Howell (Name of Person completing survey)
St. Johns County Utilities (Name of Client Company/Contractor)
 Phone Number: 904-392-1547 Email: rhowell@sjcfl.us

Total Annual Budget of Entity Varies

Subject: Past Performance Survey of Similar work:

Project name: Sawgrass WWTP Lift Station Improvements

Name of Vendor being surveyed: General Control Systems, Inc.

Cost of Services: Original Cost: \$42,855.00 Ending Cost: \$42,855.00

Contract Start Date: 2/28/22 Contract End Date: On-going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Randy Howell

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 22-409, Utilities SCADA Construction Services

To: Bill Waitt (Name of Person completing survey)
City of Bradenton Utilities (Name of Client Company/Contractor)
 Phone Number: 603-490-8969 Email: William.Waitt@bradentonFL.gov

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Mixon Groves Reuse Control

Name of Vendor being surveyed: General Control Systems, Inc.

Cost of Services: Original Cost: \$15,980.10 Ending Cost: \$15,980.10

Contract Start Date: 4/29/22 Contract End Date: On-going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator William Waitt

Signature of Evaluator: William Waitt

Please fax or email the completed survey to: _____

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County). **THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.**

State of New York)

SS

County of Albany)

Randall Powell, being first duly sworn, deposes and says that:

1. They are President of General Control Systems, Inc., hereafter referred to as the Subcontractor;
2. They are fully informed respecting the preparation and contents of subcontractor's Proposal Submittal submitted by the subcontractor to Polk County the Contractor for certain work in connection with RFP 22-409, Utilities SCADA Construction Services.
3. Such subcontractor's RFP Submittal is genuine and is not a collusive or sham submittal;
4. Neither the subcontractor 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 Proposer, firm or person to submit a collusive or sham RFP Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said subcontractor's Submittal or secure through 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 subcontractor's Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed

Randall Powell

Title

President

Subscribed and sworn to before me this 27 day of September, 20 22

Caroline Zimmer

(Title)

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01Z16434568
Qualified in Saratoga County
My Commission Expires 08-06-2026

My Commission expires _____

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the Proposer to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://apps.polk-county.net/vendorsdirectory/>, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. No Subcontractors Anticipated	
2.	
3.	
4.	
5.	

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contained 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Proposer acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The Proposer further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. 3' or Less			\$ 0.00	\$
B.			\$	\$
C.			\$	\$
D.			\$	\$
Total				\$

Failure to complete the above may result in the bid being declared non-responsive.

We do not anticipate ant trenches to depths that require Trench Safety.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the RFP or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: General Control Systems, Inc.

Address: 17 Corporate Circle, Albany NY 12203

3520 Airport Road, Lakeland, FL 33811

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES X

NO

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES X

NO

3. Proposer has filed all compliance reports due under applicable instructions:

YES X

NO

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

YES

NO

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The

Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Randall Powell

Printed Name

President

Title

Randall Powell

Signature

9/26/2022

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that General Control Systems, 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's 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 (a).
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 plea of guilty or nolo contendere to, any violation of Chapter 1892 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.



Proposer's Signature

9/26/2022
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Proposer must sign and have notarized:

The undersigned Proposer hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 26th Day of September 2022

Name of Firm: General Control Systems, Inc.

By: Raul R. Rance President
Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

Dated this 26 Day of September 2022

Notary Public: Caroline Zimmer

My Commission Expires: _____

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01Z16434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

EXHIBIT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 22-409, Utilities SCADA Construction Services

General Control Systems, Inc.
Contractor


Signature

Randall Powell
Printed Name of Signer

9/26/2022
Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: 22-409 PROJECT NAME: Utilities SCADA Construction Services

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (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").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: General Control Systems, Inc.
Randall Powell President 9/27/2022
Signature Title Date

STATE OF: New York

COUNTY OF: Albany

The foregoing instrument was signed and acknowledged before me this 27 day of September, 2022, by Randall Powell who has produced
(Print or Type Name)
known personally as identification
(Type of Identification and Number)

Caroline Zimmer
Notary Name of Notary Public

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

Notary Commission Number/Expiration

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: RFP 22-409

PROJECT NAME: Utilities SCADA Construction Services

The undersigned, as President of General Control Systems (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
 - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
 - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
 - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST:

a. _____

By: Randall Powell

PRINTED NAME: Randall Powell

Its: President

By: _____

PRINTED NAME: _____

Its: _____

Exhibit "B"

RFP 22-409, Utilities SCADA Construction Services COST SHEET - General Control Systems, Inc.

Item #	Description	Part #	Quantity	Unit	Price	Extended Price
Mobilization / Embedded Cost / Reimbursement per Purchase Order Total						
1	\$10,000 And Under		20	EA	120	\$ 2,400.00
2	\$10,001 - \$75,000		200	EA	900	\$ 180,000.00
3	\$75,001 And Over		10	EA	1200	\$ 12,000.00
4	Public Construction Bond in the amount of \$100,000		1	EA	1200	\$ 1,200.00
Labor Rates (Regular)						
5	Project Manager		4,000	HR	130	\$ 520,000.00
6	Sr. Project Engineer		50	HR	145	\$ 7,250.00
7	Project Engineer		300	HR	125	\$ 37,500.00
8	HMI/PLC Programmer		600	HR	125	\$ 75,000.00
9	Network Engineer		100	HR	125	\$ 12,500.00
10	Instrumentation Technician		240	HR	110	\$ 26,400.00
11	Fiber Optic Technician		60	HR	110	\$ 6,600.00
12	CAD Designer		600	HR	105	\$ 63,000.00
13	Field Superintendent		4,000	HR	88	\$ 352,000.00
14	Journeymen Wireman		35000	HR	78	\$ 2,730,000.00
15	Apprentice Wiremen		12500	HR	61	\$ 762,500.00
Labor Rates (Emergency and On-Call)						
16	HMI/PLC Programmer		40	HR	187.5	\$ 7,500.00
17	Instrumentation Technician		40	HR	168	\$ 6,720.00
18	Fiber Optic Technician		20	HR	168	\$ 3,360.00
19	Field Superintendent		40	HR	132	\$ 5,280.00
20	Journeymen Wireman		400	HR	117	\$ 46,800.00
21	Apprentice Wiremen		400	HR	94.5	\$ 37,800.00
22	On-Call Staffing (per 8-hour shift)		100	SHIFT	70	\$ 7,000.00
Standard Lift Station Pump Control / RTU Panels enclosure components						
23	Enclosure, Wall Mount, 2-door w/3pt latch, Stainless Steel, Powder coated White, w/ sunshield, door stop kits, data pocket, removable center post, (1) rect.cutout & (8) round holes in left door		150	EA	5421.55	\$ 813,232.80
24	Universal Enclosures Back Panel	U4848P	200	EA	214.80	\$ 42,960.00
25	Hoffman 24" LED LIGHT W/ manual switch & no outlet	LEDA1S35	400	EA	193.53	\$ 77,413.92
26	Hoffman Door operated switch	ALFSWD	400	EA	28.64	\$ 11,456.00
27	HOFFMAN COROSION INHIBITOR	AHCI10E	400	EA	25.00	\$ 10,001.00
28	Square D Ground Bar Kit AWG #14-1/0	PK-15GTA	200	EA	14.21	\$ 2,841.09
29	Square D Circuit Breaker 600V 60 A 3-pole (Main Breaker for 1,2,3 & 5 HP)	HGL36060	200	EA	381.41	\$ 76,282.64
30	Square D Circuit Breaker 600V 100 A 3-pole (Main Breaker for 7.5 & 10 HP)	HGL36100	200	EA	422.44	\$ 84,488.00
31	Square D Circuit Breaker 600V 150 A 3-pole (Main Breaker for 15 HP)	HGL36150	200	EA	919.34	\$ 183,868.80
32	Square D Circuit Breaker 600V 15 A 2-pole (CPTCB Breaker)	HGL26015	200	EA	325.06	\$ 65,012.80
33	Square D Thermal Magnetic Manual Starter, 12-18 amps, w/o Lower block, (5 HP)	GV3P181	400	EA	129.05	\$ 51,620.74
34	Square D Thermal Magnetic Manual Starter, 23-32 amps, w/o Lower block, (10 HP)	GV3P321	400	EA	129.05	\$ 51,620.74
35	Square D Thermal Magnetic Manual Starter, 37-50 amps, w/o Lower block, (15 HP)	GV3P501	400	EA	161.00	\$ 64,399.90
36	Square D Contactor, 3P, 32 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D32F7	400	EA	76.31	\$ 30,524.51
37	Square D Contactor, 3P, 65 Amp, 110 VAC Coil (10 & 15 Hp)	LC1D65AF7	400	EA	142.87	\$ 57,148.26
38	Square D Contactor, 3P, 12 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D12 M7	400	EA	52.81	\$ 21,124.86
39	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Side Mount	GVAD0110	400	EA	17.24	\$ 6,896.51
40	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Front Mount	GVAED101	400	EA	17.24	\$ 6,896.51
41	ATC Diversified Electronics Phase Monitor	SLA-230-ASA	400	EA	106.76	\$ 42,702.24
42	ATC Diversified Electronics Phase Monitor	SUA-440-ASA	400	EA	125.30	\$ 50,120.00
43	Veris Current Transducer, solid core, (4-20 Ma = 0-10/20/40 Amps)	H721LC	400	EA	71.63	\$ 28,651.46
44	Veris Current Transducer, solid core, (4-20 Ma = 0-50/100/200 Amps)	H721HC	400	EA	74.11	\$ 29,642.40
45	Omron Relay Socket	PF083A-E	400	EA	5.48	\$ 2,193.82
46	Omron Relay, LED w/ Test button	G2R-2-SNI-	400	EA	15.79	\$ 6,317.98
47	Omron Relay Socket	P2RF-08-S	400	EA	11.53	\$ 4,611.04
48	Marathon Power Distribution Block, 3-Pole, 600 VAC, 175 amp w/cover	1323580	200	EA	94.80	\$ 18,959.68
49	Marathon Power Distribution Block, 1-Pole, 600 VAC, 175 amp w/cover	1321580	200	EA	41.70	\$ 8,339.97
50	Square D Ground Bar Kit AWG #14-1/0	PK-0GTA6	200	EA	17.18	\$ 3,436.80
51	Modicon M340 8-slot backplane	BMXXBP0800	200	EA	276.38	\$ 55,275.20
52	Modicon M340 Power Supply	BMXCPS2010	200	EA	381.48	\$ 76,296.96
53	Modicon M340 CPU	BMXP342020	200	EA	2262.66	\$ 452,532.05
54	Modicon M340 Discrete Input module 16 pt. 24VDC	BMXDDI1602	600	EA	274.44	\$ 164,665.68
55	Modicon M340 Discrete Relay Output module 16 pt. 24VDC	BMXDDO1602	200	EA	331.87	\$ 66,373.20
56	Modicon M340 Analog Input module 8 ch.	BMX AMI 0810	200	EA	845.70	\$ 169,139.25
57	Modicon M340, DMP Communication Module	BMXNOR0200	200	EA	1338.13	\$ 267,626.48
58	Modicon M340 Flying Leads	BMXFTW301	800	EA	61.30	\$ 49,043.14
59	Modicon M340 Flying Leads	BMXFTW308S	200	EA	77.86	\$ 15,571.57
60	Cal Amp Vanguard 5530MC 4G LTE Cellular Modem	VG5530-LVZ-F-	200	EA	1258.73	\$ 251,746.00
61	Polyphaser Antenna Surge Arrestor	TSX-NFF-C	200	EA	110.14	\$ 22,027.02
62	Phoenix Contact UPS-BAT/VRLA/24DC/12 AH	2320322	400	EA	291.56	\$ 116,625.60
63	Phoenix Contact UPS, Quint-UPS/ 24DC / 24DC/5	2320212	200	EA	257.05	\$ 51,410.40
64	Phoenix Contact Quint Power supply, 24VDC / 5 amp	2866750	200	EA	206.28	\$ 41,256.00
65	Phoenix Contact assembled relay module w/ base, Gold Contacts RIF-0-RPT-24DC/21AU	2903368	200	EA	9.54	\$ 1,908.00
66	Wilkerson Backup Pump Controller	DR1920-1	200	EA	395.23	\$ 79,046.40
67	Square D Relay Base, 11 pin tubular socket, 10 amp, 300 v	8501NR62	200	EA	16.94	\$ 3,388.11
68	Square D Connexion Unmanaged 8-port ethernet switch	TCSESU083FN	200	EA	264.92	\$ 52,984.00
69	Square D CONTROL RELAY, 24VDC, 1PDT, 6 AMP CONTACTS W/ PILOT LIGHT	RSL1PVBU	2200	EA	20.33	\$ 44,735.68
70	Square D Relay Socket	RX2EZM114	1200	EA	6.99	\$ 8,385.79
71	Square D Control Relay Diode Module, 24-240 VDC	RXM040W	1200	EA	2.65	\$ 3,179.04
72	Square D CONTROL RELAY, 24VDC, 4-PDT, 12 AMP CONTACTS W/ PILOT LIGHT	RXM4AB2BD	1200	EA	9.47	\$ 11,358.62
73	Square D JUMPER BAR	RSLZ2	200	EA	5.31	\$ 1,062.54
74	PANDUIT 1" x 3"	E1X3WH6	1200	EA	5.01	\$ 6,014.40

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET - General Control Systems, Inc.**

Item #	Description	Part #	Quantity		Unit Price	Extended Price
75	PANDUIT COVER, 1"	C1WH6	1200	EA	0.76	\$ 910.75
76	EATON Circuit Breaker, 1-pole, 10 amp	FAZ-C10	200	EA	26.21	\$ 5,241.12
77	EATON Circuit Breaker, 1-pole, 15 amp	FAZ-C15	400	EA	26.21	\$ 10,482.24
78	EATON Circuit Breaker, 1-pole, 20 amp (460 VAC Only)	FAZ-C20	200	EA	26.21	\$ 5,241.12
79	Citel 120VAC Surge Arrestor	DS42S-120	200	EA	93.08	\$ 18,616.00
80	Citel 4-20 mA Surge Arrestors	DLA-24D3	1600	EA	46.54	\$ 74,464.00
81	Entrelec Fused Terminal Block, 2 Tier, 24 VDC w/blown fuse LED indication, M4/8.D2.SFDJ	115.650.02	2400	EA	22.34	\$ 53,614.08
82	Entrelec Single Tier Terminal Block, M4/8 SF, No Indication	115.657.25	400	EA	5.71	\$ 2,285.47
83	Entrelec Fused Terminal Block End Section, FEM8D2S	116.913.07	200	EA	1.36	\$ 272.08
84	Entrelec END SECTION - FEM8S	116.951.15	400	EA	0.43	\$ 171.84
85	Entrelec END SECTION FEM6	118.368.16	800	EA	0.29	\$ 229.12
86	Entrelec END SECTION- FEM6D	118.499.23	600	EA	0.99	\$ 592.85
87	Entrelec Terminal block Jumper bar, BJM8	168.974.00	200	EA	7.59	\$ 1,517.92
88	Entrelec Jumper Assembly / 10 pole, PC81	173.523.11	400	EA	5.71	\$ 2,285.47
89	Entrelec Single Tier Terminal Block, M4/6	115.116.07	8200	EA	0.86	\$ 7,045.44
90	Entrelec Single Tier Terminal Block end barrier	118.368.16	1200	EA	0.36	\$ 429.60
91	Entrelec Single Tier Terminal Block Jumper, 10-Pole, BJM6	168.973.07	400	EA	5.44	\$ 2,176.64
92	Entrelec Two Tier Terminal Block, M4/6D2	115.271.22	9600	EA	2.51	\$ 24,057.60
93	Entrelec Two Tier Terminal Block end barrier,	118.499.23	600	EA	1.07	\$ 644.40
94	Entrelec Two Tier Terminal Block Jumper, BJM6.D	173.520.22	1000	EA	7.52	\$ 7,518.00
95	Entrelec JUMPER BAR BJM6-10, 10 POLES, FOR M4/6 D1.5/6 D4/6, 6MM	176.667.04	400	EA	6.30	\$ 2,520.32
96	Entrelec Marker Holder, PEBM	113.084.01	1200	EA	1.22	\$ 1,460.64
97	Bussman GMA Type Fuse, 5 X 20mm, 3 amp	GMA-3	2400	EA	0.86	\$ 2,062.08
98	Bussman GMA Type Fuse, 5 X 20mm, 5 amp	GMA-5	400	EA	0.86	\$ 343.68
99	WAGO END CLAMP	249-117	6600	EA	1.32	\$ 8,695.10
100	SLOTTED DIN RAIL 6 FT. LONG	51450	400	EA	5.73	\$ 2,291.20
101	PANDUIT	E1.5X3WH6	3600	EA	5.30	\$ 19,074.24
102	PANDUIT COVER	C1.5WH6	3600	EA	1.00	\$ 3,608.64
103	Square D PUSHBUTTON, N.O. CONTACT, 22mm	XB5AA21	200	EA	14.99	\$ 2,998.61
104	Square D LEVEL INDICATING PILOT LIGHT,24V, AMBER LENS, 22mm	XB5EVBB	800	EA	11.17	\$ 8,935.68
105	Square D PUMP RUNNING INDICATING LIGHT,120 VAC, Green LENS, 22mm	XB5EVG3	400	EA	9.11	\$ 3,643.01
106	Square D Selector Switch 3-position, maintained, 22mm	XB5A333	400	EA	26.46	\$ 10,585.34
107	Square D 22mm anti rotation plate	ZB5AZ902	400	EA	0.79	\$ 315.04
108	Square D Blank Name Plate	ZBZ32	1800	EA	0.93	\$ 1,675.44
109	MPE PUMP MONITOR RELAY, 120VAC, 11PIN, SEAL FAILURE AND MOTOR THERMAL	PMR1	400	EA	315.97	\$ 126,388.00
110	MPE Seal Fail Relay Base	750-2C-SKT	400	EA	8.95	\$ 3,580.00
111	Flygt MiniCAS II Module (Supplied with Pump Package)	14-40 71 29	400	EA	1029.61	\$ 411,843.20
112	Flygt MiniCAS II Relay Base (Supplied with Pump Package)	14-40 70 97	400	EA	101.67	\$ 40,668.80
113	Federal Signal Alarm Horn, Vibratone, 24VDC, w/ trim ring	450E-024	200	EA	184.64	\$ 36,928.42
114	Federal Signal Alarm Light, 24 VDC, Strobe, Red Lens, 1/2" NPT	141ST-024R	200	EA	161.04	\$ 32,208.54
115	Wilson Cellular Antenna	301202	200	EA	71.74	\$ 14,348.64
116	Wilson Radio Cable, 10' LMR400	952310	200	EA	22.11	\$ 4,422.02
117	Radio Cable, 2' LMR-240-UF, 90 Deg SMA-Male to N-Male		200	EA	22.11	\$ 4,422.02
118	Radio Shelf, aluminum	Custom	200	EA	50.12	\$ 10,024.00
119	Crouse Hinds 3/4" Aluminum Conduit hub	STG2	400	EA	19.98	\$ 7,990.56
120	Hubbell 20A Single Pole Switch	HBL1221GY	200	EA	33.62	\$ 6,724.67
121	Hubbell Die Cast Aluminum 2-gang box 2IH3-2	5341-0	200	EA	26.11	\$ 5,221.07
122	Hubbell Die Cast Aluminum 2-gang In-Use Cover, Lockable WP103030MXD	5885-0	200	EA	49.92	\$ 9,983.90
123	HUBBELL GFI DUPLEX RECEPTACLE, 120VAC, 20 AMP, 10KAIC	GFTWRST20G	200	EA	48.66	\$ 9,731.87
124	Red Lion Process Meter, 4-20ma, .48" high digits	CUB5PR00	400	EA	197.83	\$ 79,132.32
125	Square D Terminal Block	9080 GM6	3600	EA	1.16	\$ 4,175.71
126	Square D Relay, 120VAC Coil, 2-C/O, 5 A, w/LED	RXG22F7	600	EA	10.54	\$ 6,324.00
127	Square D Relay Base, 2-pole	RGZE1S48M	1000	EA	5.10	\$ 5,097.92
128	Square D Varistor, 120 VAC	RZM021FP	1000	EA	8.12	\$ 8,120.00
129	TE Connectivity / P&B Latching Relay, 24 VDC Coil, 2-PDT, 10 Amp	KUL-11D15D-	400	EA	79.20	\$ 31,681.57
130	TE Connectivity / P&B Latching Relay Base	27E893	400	EA	15.41	\$ 6,163.33
131	Hammond Hinged Cover Kit, Polycarbonate, 16" H x 14" W, w/ snap latch	PJHMI1614L	200	EA	180.07	\$ 36,014.80
132	3' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-003-BL	200	EA	10.02	\$ 2,004.80
133	5' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-005-BL	200	EA	10.02	\$ 2,004.80
134	7' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-007-BL	200	EA	10.02	\$ 2,004.80
135	#16 AWG MTW Wire		60000	LF	0.14	\$ 8,592.00
136	#14 AWG MTW Wire		60000	LF	0.22	\$ 13,231.68
137	#12 AWG MTW Wire (25 amps)		12000	LF	0.27	\$ 3,264.96
138	#8 AWG MTW Wire (50 amps)		6000	LF	0.92	\$ 5,498.88
GRAND TOTAL:						\$ 9,991,027.74

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk	\$ 6.00/disk	
B. Blueprint Copy.....		\$10.00/page
2. Subcontractor Services Actual Costs
3. Special Consultants Actual Costs
4. Computer Services Non-reimbursable
5. Pre-approved Equipment Actual Costs
(includes purchase and rental of equipment used in project)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 2 Country Club Rd Suite 1 Queensbury NY 32904	CONTACT NAME: Kasie Winig PHONE (A/C, No, Ext): 5188242012 E-MAIL ADDRESS: kasie_winig@ajg.com FAX (A/C, No): 518-869-3580
License#: BR-724491 GENECON-16	INSURER(S) AFFORDING COVERAGE INSURER A : Atlantic Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED General Control Systems, Inc 17 Corporate Circle Albany NY 12203	NAIC # 27154

COVERAGES

CERTIFICATE NUMBER: 1878504469

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	Y	7110176050001	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		7110176050001	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			7110176050001	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	4060480160001	8/1/2022	8/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Professional Liability			7600109010001	8/1/2022	8/1/2023	\$5,000,000

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

Blanket Additional Insured on the General Liability form#VCG761 NY 02/05
Blanket Waiver of Subrogation on the General Liability form# CG2404 05/09

Polk County, a political subdivision of the State of Florida, is named as an additional insured with respect to liability arising from all work being performed for Polk County on the Automobile and General Liability policies as per written contract and/or agreement. Waiver of Subrogation applies to the General Liability and Workers Compensation as per the policy terms & conditions per written contract and/or agreement

CERTIFICATE HOLDER**CANCELLATION**

Polk County, a political subdivision of the State of Florida
330 W Church St, Rm 150
Bartow FL 33830

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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AM Best Rating Services

Atlantic Specialty Insurance Company



AMB #: 012666 NAIC #: 27154 FEIN #: 133362309

Administrative Office

605 Highway 169 North Suite 800
Plymouth, Minnesota 55441

[United States](#)

Web: www.intactspecialty.com

Phone: 781-332-7000

Fax: 781-332-7969

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

AM Best Rating Unit: [AMB #: 051160 - Intact Financial Corporation](#)

Based on AM Best's analysis, [051160 - Intact Financial Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 02, 2022
Initial Rating Date:	April 13, 2004

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Gordon McLean

Director: Rosemarie Mirabella

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 02, 2022
Initial Rating Date:	June 30, 2005

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Intact Financial Corporation and Subsidiaries](#)

May 02, 2022

Financial Size Category [View Definition](#)

Financial Size Category:	XV (\$2 Billion or greater)
--------------------------	-----------------------------

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 2004.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
May 02, 2022	A+
April 22, 2021	A+
April 23, 2020	A+
March 08, 2019	A+
February 23, 2018	A
October 02, 2017	A
May 03, 2017	A u

Effective Date	Rating
May 02, 2022	aa-
April 22, 2021	aa-
April 23, 2020	aa-
March 08, 2019	aa-
February 23, 2018	a+
October 02, 2017	a+
May 03, 2017	a u

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
019577	Intact US Insurance Group (CS)	Represents Property/Casualty business of this legal entity.
018458	Intact US Insurance Group (G)	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [051160 - Intact Financial Corporation](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional [news, reports and products](#) for this company.

Press Releases

Date	Title
May 02, 2022	AM Best Affirms Credit Ratings of Intact Financial Corporation and Subsidiaries
Apr 22, 2021	AM Best Affirms Credit Ratings of Intact Financial Corporation and Subsidiaries
Apr 23, 2020	AM Best Upgrades Credit Ratings of The Guarantee Co of North America and Sub; Affirms Ratings of Intact Ins Co. Remaining Subs
Mar 08, 2019	AM Best Upgrades Credit Ratings of OneBeacon U.S. Holdings, Inc. and Subs; Affirms Ratings of Intact Insurance Company and Subs
Feb 23, 2018	A.M. Best Affirms Credit Ratings of Intact Financial Corporation and Its Subsidiaries
Oct 02, 2017	A.M. Best Removes From Under Review and Upgrades Issuer Credit Ratings of OneBeacon Insurance Group, Ltd. and Its Subsidiaries

European Union Disclosures

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United Kingdom Disclosures

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BUSINESS ITEMS/PUBLIC HEARING 4.1

Eiland Blvd. Mixed Use PUD FLUMA - Ordinance 1448-22

Second 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."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1448-22 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 Boulevard, 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 Eiland Blvd FLUMA Parcel Legal Descriptions
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 Sprawl 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 Florida 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 October 27, 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, 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 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 28th 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 28^h 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

Eiland Blvd & Ft King – FLUMA Parcels

03-26-21-0010-02000-0000

ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 S1/2 OF TRACT 19 LYING WEST OF FORT KING RD & S1/2 OF TRACT 20 TRACT 29 & TRACT 30 WEST OF FORT KING RD TRACT 36 LESS WEST 560 FT THEREOF N 66 FT OF EAST 100 FT OF TRACT 45 & TRACT 35 LESS WEST 300 FT OF SOUTH 80 FT THEREOF & TRACT 46 LESS NORTH 66 FT OF WEST 300 FT & LESS SOUTH 264.08 FT LYING WEST OF FORT KING RD & EXC PORTION OF PARCEL DESC AS THAT PART OF TRS 30 35 & S1/2 OF TR 19 LYING WEST OF FT KING RD & EAST 250.00 FT OF TR 29 & S1/2 OF TR 20 AS DESC IN OR 7730 PG 433 OR 5510 PG 215

03-26-21-0010-03600-0000

ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 SOUTH 264.0FT OF THAT PART OF TRACT 46 LYING WEST OF FORT KING ROAD & SOUTH 264.0 FT OF TRACT 45 & WEST 560.0 FT OF TRACT 36 & WEST 560.0FT OF TRACT 45 LESS SOUTH 264.0 FT THEREOF & EXC EAST 250 FT OF TR 36 PER OR 7730 PG 433 & EXC THAT PORTION LYING WITHING PARCEL DESC IN OR 9287 PG 425 OR 7376 PG 296

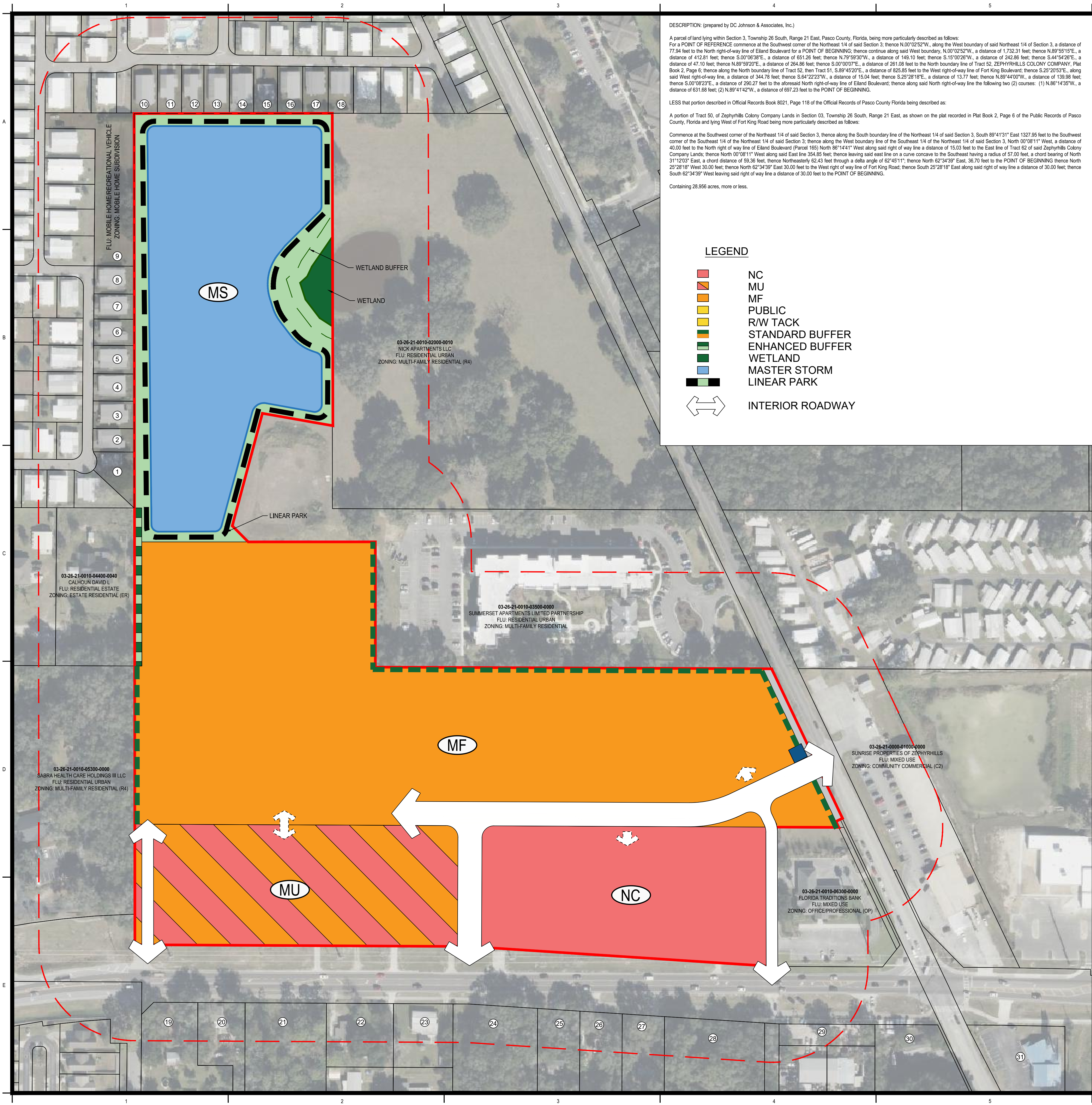
03-26-21-0010-05100-0000

ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 TRACT 50 LYING WEST OF RR & TRACTS 51 & 52 TOGETHER WITH EAST 15 FT OF ROAD R/W LYING WEST OF TRACT 52 VACATED PER OR 380 PG 714 LESS THAT POR OF TRACT 50 DESC AS:COM AT SW COR OF SE1/4 OF NE1/4 OF SEC TH N00DG 08' 11"W 15.00 FT TO SOUTH BDY OF TRACT 63 TH ALG SAID SOUTH BDY S89DG 41' 31"E 291.14 FT TO THE WLY R/W LINE OF FORT KING ROAD AS IS NOW ESTABLISHED TH ALG SAID R/W N25DG 28' 18"W 350.27 FT TO SE COR OF THE LAIR PARCEL AS PER OR 774 PG 439 & 440 FOR POB TH N89DG 44' 00"W 5.55 FT TH N25DG 28' 18"W 18.59 FT TH N64DG 31' 42"E 5.00 FT TO WLY R/W LINE OF FORT KING RD TH ALG SAID R/W S25DG 28' 18"E 21.00 FT TO POB & EXC POR OF TR 50 LYING WEST OF RR AS DESC IN OR 7622 PG 1272 TOG WITH THE W 1/2 OF VAC R/W PER OR 8039 PG 43 LYING ADJACENT THERETO OR 7731 PG 1517

03-26-21-0010-06100-0000

ZEPHYRHILLS COLONY COMPANY LANDS PB 2 PG 6 TRACT 61 EXC EAST 426.00 FT THEREOF TO- GETHER WITH EAST 15 FT OF ROAD R/W LYING WEST OF TRACT 61 VACATED PER OR 380 PG 714 & LESS THE FOLL DESC PARCEL: COM AT SW COR OF NE1/4 OF SEC TH N00DG 03' 13"W 15.00 FT TO SOUTH BDY LINE OF VACATED ZEPHYRHILLS COLONY COMPANY ROAD R/W FOR POB TH CONT N00DG 03' 13"W 63.00 FT TH S89DG 41' 31"E 237.95 FT TO WEST BDY LINE OF EAST 426.00 FT OF TR 61 TH S00DG 05' 42"E 63.00 FT TO SOUTH BDY LINE OF TRACT 61 TH N89DG 41' 31"W 238.00 FT TO POB OR 4432 PG 825

G:\FLA\Projects\golf_coast\9972-00_Eiland Mixed-Use\LD01_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout1 Plotted: 9/12/2022 10:43:19 AM



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 Eland 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°50'15"E., a distance of 412.81 feet; thence S.00°06'39"E., a distance of 651.26 feet; thence N.79°59'07"W., a distance of 140.10 feet; thence S.15°00'29"W., a distance of 242.86 feet; thence S.44°54'29"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 261.06 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 625.85 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.84°22'23"W., a distance of 15.04 feet; thence S.25°28'16"E., a distance of 13.77 feet; thence N.89°44'00"W., a distance of 139.58 feet; thence S.00°08'23"E., a distance of 290.27 feet to the aforesaid North right-of-way line of Eland 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 07°08'11" West, a distance of 40.00 feet to the North right of way line of Eland 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°28'16" 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°28'16" 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) RESIDENTIAL USE MAX. DENSITY: MAX. UNITS:	13.40 AC (583,486 SF) 20 UNITS / GROSS ACRE 267 UNITS
MIXED USE (MU) RESIDENTIAL USE MAX. DENSITY: MAX. UNITS:	4.01 AC (174,763 SF) 20 UNITS / GROSS ACRE 80 UNITS
COMMERCIAL USE MAX. FAR: MAX. SF:	0.5 87,381 SF
NEIGHBORHOOD COMMERCIAL (NC) COMMERCIAL USE MAX. FAR: MAX. SF:	3.92 AC (170,581 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

RESIDENTIAL	NC	MU	MF	CIVIC	NC	MU	MF
APARTMENT BUILDING				BUS SHELTER			
BUNGALOW COURT				FOUNTAIN / PUBLIC ART			
TOWNHOUSE				THEATER			
DUPLEX / MULTIPLEX				MUSEUM			
LIVE / WORK UNIT				OUTDOOR AUDITORIUM			
VILLA				PARKING STRUCTURE			
CONDO				PARK & PLAYGROUND			
GROUP HOME				SURFACE PARKING			
INTENSIVE CARE FACILITY				RELIGIOUS ASSEMBLY			
LODGING				AGRICULTURE			
HOTEL				COMMUNITY GARDENS / GREENHOUSE			
BED & BREAKFAST				KENNEL			
INN (UP TO 12 ROOMS)				AUTOMOBILE-ORIENTED			
OFFICE				GAS STATION			
FINANCIAL SERVICES				AUTOMOBILE SALES / RENTALS			
MEDICAL OFFICE				AUTOMOBILE SERVICE / REPAIR			
VETERINARY CLINIC				CAR WASH			
GENERAL OFFICE				EDUCATION			
WORK / LIVE UNIT				COLLEGE			
RETAIL				TRADE SCHOOL			
CONVENIENCE STORE				GRADE SCHOOL (PUBLIC OR PRIVATE)			
GENERAL RETAIL (UNDER 25,000 SF)				CHILDCARE CENTER			
PHARMACY DRUG STORE							
MEDICAL MARJULIANA 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							

GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

MASTER PLAN

PROJECT NO.

9927-00

DESIGNED BY:

AH

DRAWN BY:

SK

REVIEWED BY:

AH

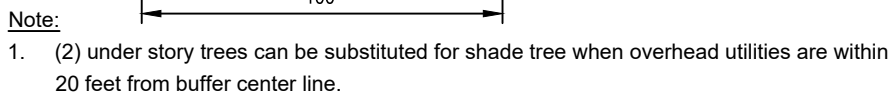
DATE:

9-14-2022

C1-1

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
One-Way	24'	20'	20'	20'		E
One-Way		16'	14'	10'		F
One-Way	20'	20'	20'	20'		F
One-Way		14'	14'	10'		F
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
One-Way	24'	20'	20'	20'		E
One-Way		16'	14'	10'		F
One-Way	20'	20'	20'	20'		F
One-Way		14'	14'	10'		F
Unconventional						
Standard parking spaces to be provided per ADA standards. 50% 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. See width not along parking.						

- 2 Under Story Trees
- 2' High Berm (2' average height, 1' min.) Along Right-Of-Way



The diagram illustrates a 'REVERSE FRONTAGE' lot layout. It shows a shaded rectangular lot area between a 'PRIMARY STREET' at the bottom and a 'SIDEWALK' at the top. The lot is divided into two main sections by a vertical dashed line. The left section contains a building footprint labeled 'C' with a width dimension 'E'. The right section contains a building footprint labeled 'A' with a width dimension 'B'. A dimension 'D' indicates the distance from the top sidewalk to the top of the building 'A'. A dimension 'F' indicates the total width of the lot. The lot is bounded by a 'REVERSE FRONTAGE' line at the top and a 'SIDEWALK' line on the right. The bottom boundary is the 'PRIMARY STREET'.

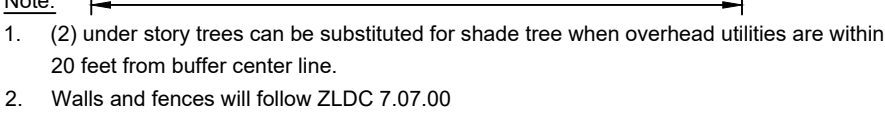


The diagram shows a matrix for Shared Parking Factor. The rows and columns are labeled with functions: RESIDENTIAL, LODGING, OFFICE, and RETAIL. The diagonal elements are 1. The off-diagonal elements are: 1.4 for Residential-Residential, 1.7 for Residential-Lodging, 1.2 for Residential-Office, 1.2 for Residential-Retail, 1.4 for Lodging-Lodging, 1.7 for Lodging-Office, 1.2 for Lodging-Retail, 1.2 for Office-Office, 1.2 for Office-Retail, and 1.7 for Retail-Retail.

Function	with	Function
RESIDENTIAL		RESIDENTIAL
LODGING		LODGING
OFFICE		OFFICE
RETAIL		RETAIL

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.

- 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.)



PARCEL DETAILS:

03-26-21-0170-0000-1310
CORTIS PAUL HEWITT & ZAMPER JEAN COMTOS
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1320
NESSBITT HARWOOD R & REID WENDY R
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1330
ARMSTRONGS RICHARD A & CAROLYN N
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1340
DENNIS ROBERT S & ROSEMARIE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1350
SUMMERS MURRAY & MARGARET
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1360
YORK ROYCE R & RANDYA
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1370
OCHSENRIEDER JOAN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1380
LISSETT JOAN & COMTOS MARGARET ANN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-DRP1
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1470
COPELAND WILLARD J JR & DOROTHY L
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1480
LEMAI BERNARD J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1490
DEMATTEO DEBORAH ET AL
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1500
TURNER ALAN R & LORRAINE E
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-1510
ROOT BRADLEY & KATHLEEN M
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

03-26-21-0170-0000-DS40
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

ARCEL DETAILS:

03-26-21-0170-0000-2000
HOLMAN TANYA DAI JALIER
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

17. 03-26-21-0170-00000-190
WEBSTER DAVID T & MARY J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

18. 03-26-21-0170-0000-1980
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 I 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
PARIS 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
DIXTON 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 & M INVESTMENTS LLC
CURRENT FUTURE LAND USE: MIXED USE (MU)
CURRENT ZONING: COMMUNITY COMMERCIAL (C2)

DETAILS AND NOTES



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 shall 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. Landscaping

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)

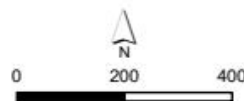
ANNEXATION APPLICATION

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.



Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits



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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 portion¹ of the project;*
- 4.012 Acres to be dedicated for Mixed Use:
 - Maximum 80 Multi-Family Units – *Max. of 20 du/ga for this portion¹ 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 11.98 Units per Gross Acres; 347 Max. Residential Units; 172,671 sq. ft. commercial/office space; 0.50 FAR Total Site Area: 29.38 Acres Project Area: 21.32 Acres Retention 8.06 Acres
03-26-21-0010-03600-0000	5.65	Max. 20 du/ga	
03-26-21-0010-05100-0000	10.17	Pasco AC	
03-26-21-0010-06100-0000	1.58	Pasco AR	
03-26-21-0010-06100-0020	0.87	City OP	
03-26-21-0010-06100-0010	1.62	0.50 FAR	
03-26-21-0010-06200-0000	1.24		
03-26-21-0010-06200-0010	3.17		
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.

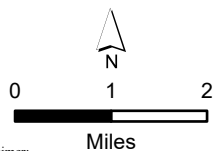
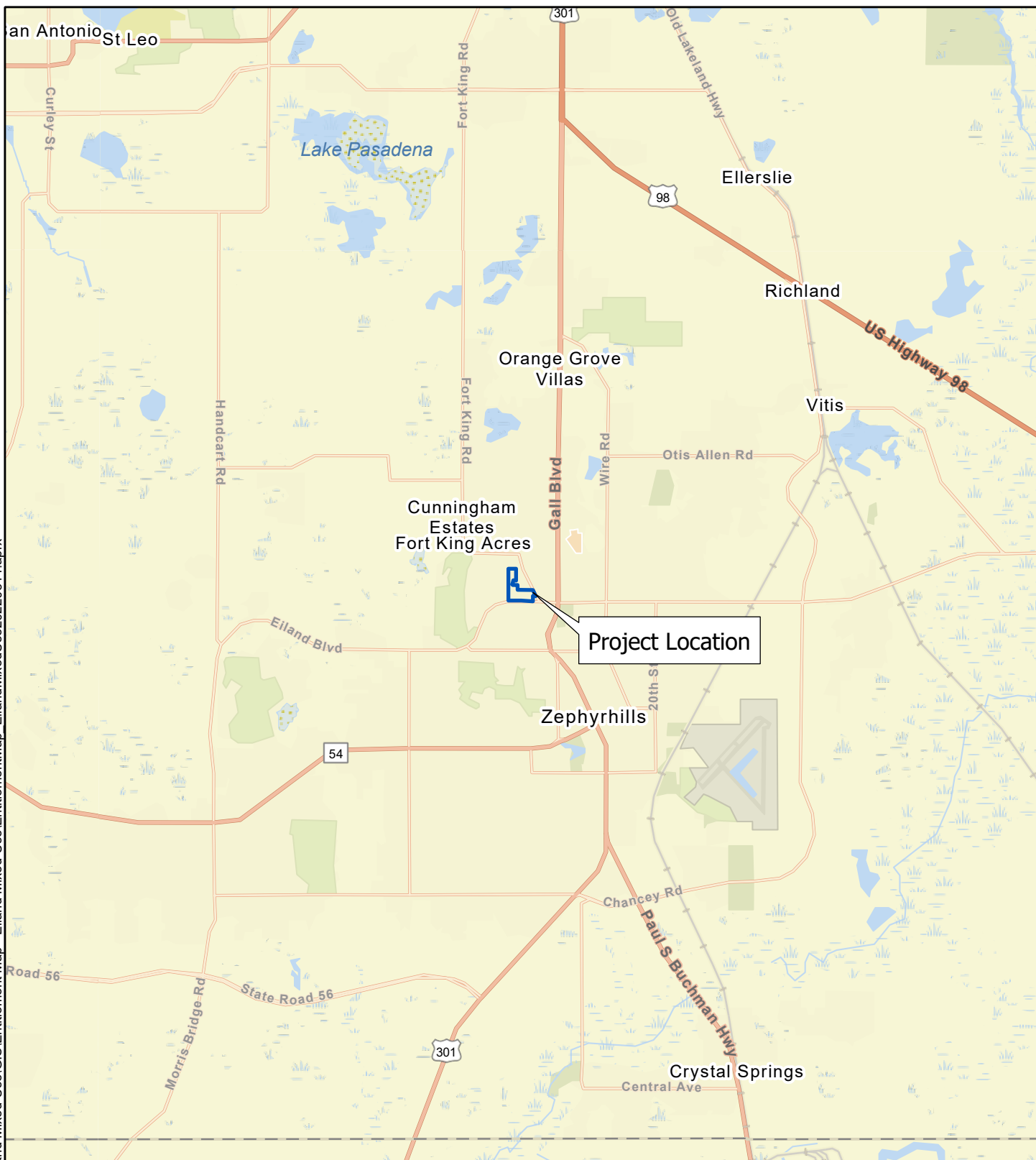
ATTACHMENT 1

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

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Scale: 1:90,000

Job No.: 9585-00

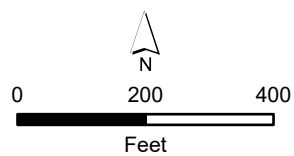
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Legend

-  Parcels to be Annexed
-  Subject Property Boundary
-  Zephyrhills City Limits

Basemap: NearMap November 14, 2021



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Figure 2: Aerial Project Location
Golf Coast Construction
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Pasco County, Florida
Page 2 of 9

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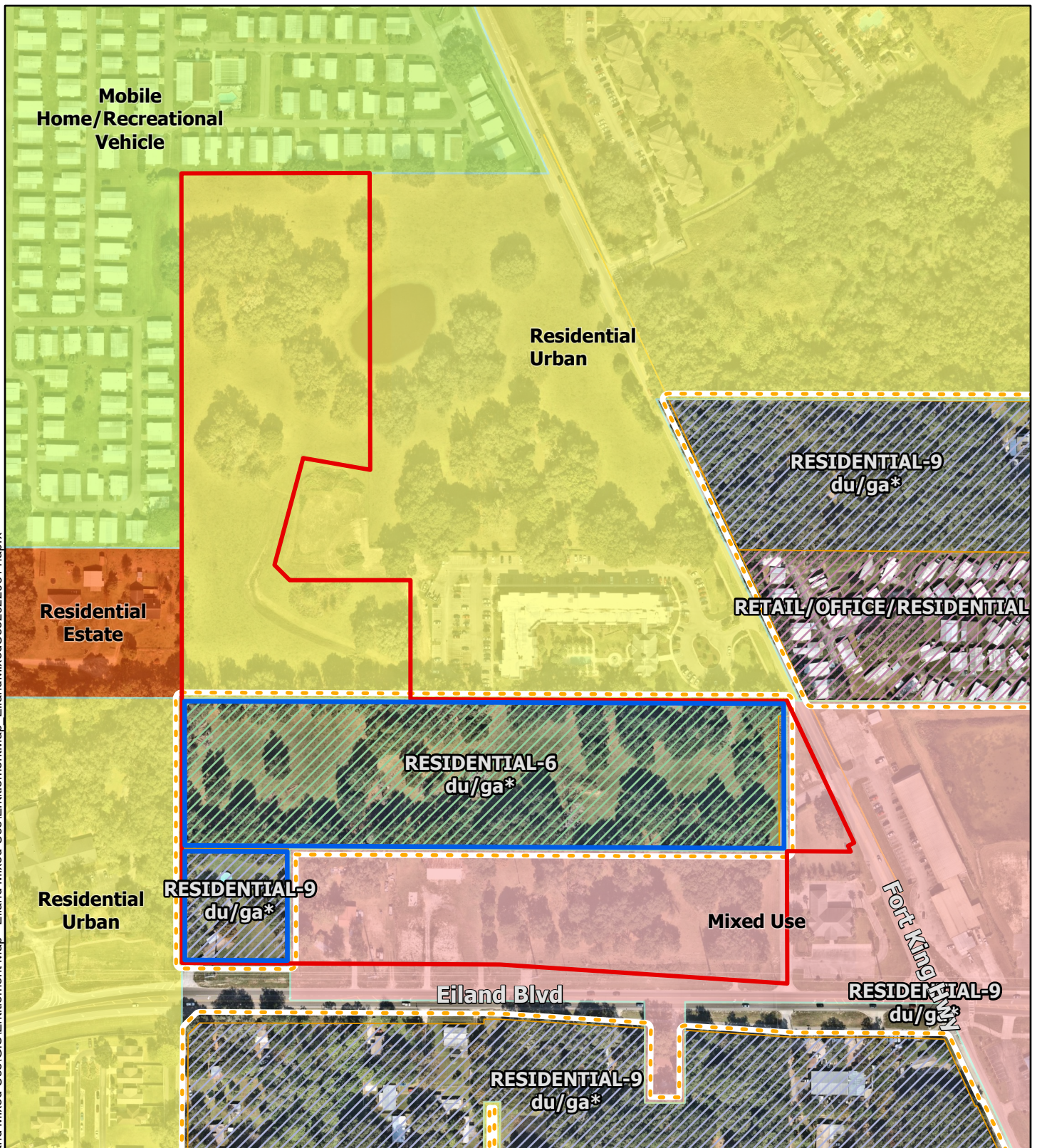
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Job No.: 9585-00

Date: Mar 14, 2022

ATTACHMENT 2
Future Land Use Maps
Existing Future Land Use
Proposed Future Land Use

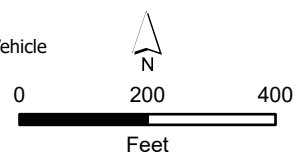
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Legend

- 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



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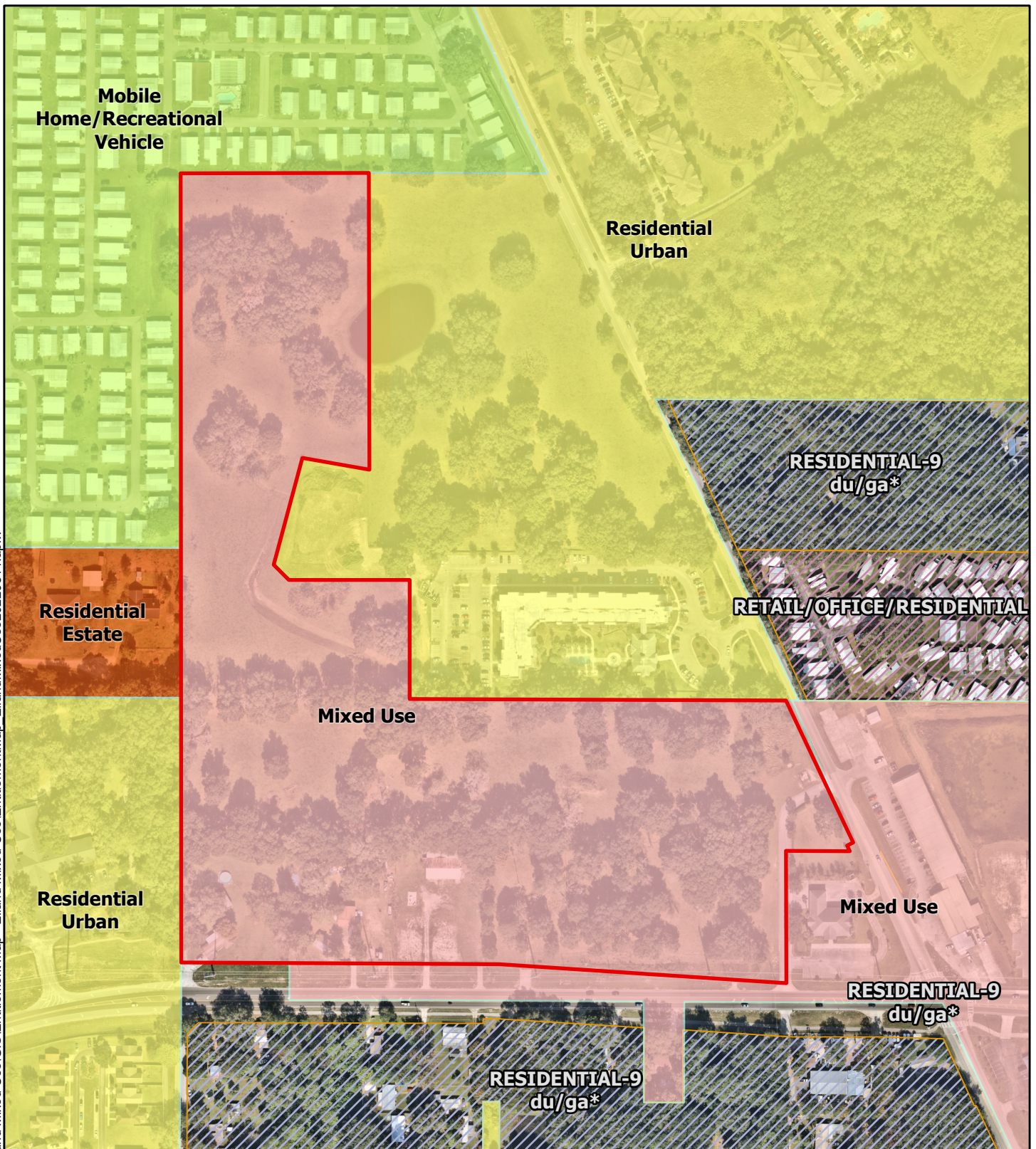
Figure 3a: Existing Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 5 of 9

Prepared By: BGE

Scale: 1:3,600

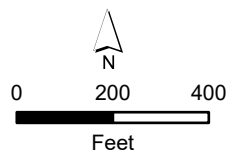
Job No.: 9585-00

Date: Mar 14, 2022



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
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Pasco County, Florida
Page 6 of 9

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Scale: 1:3,600

Job No.: 9585-00

Date: Mar 14, 2022

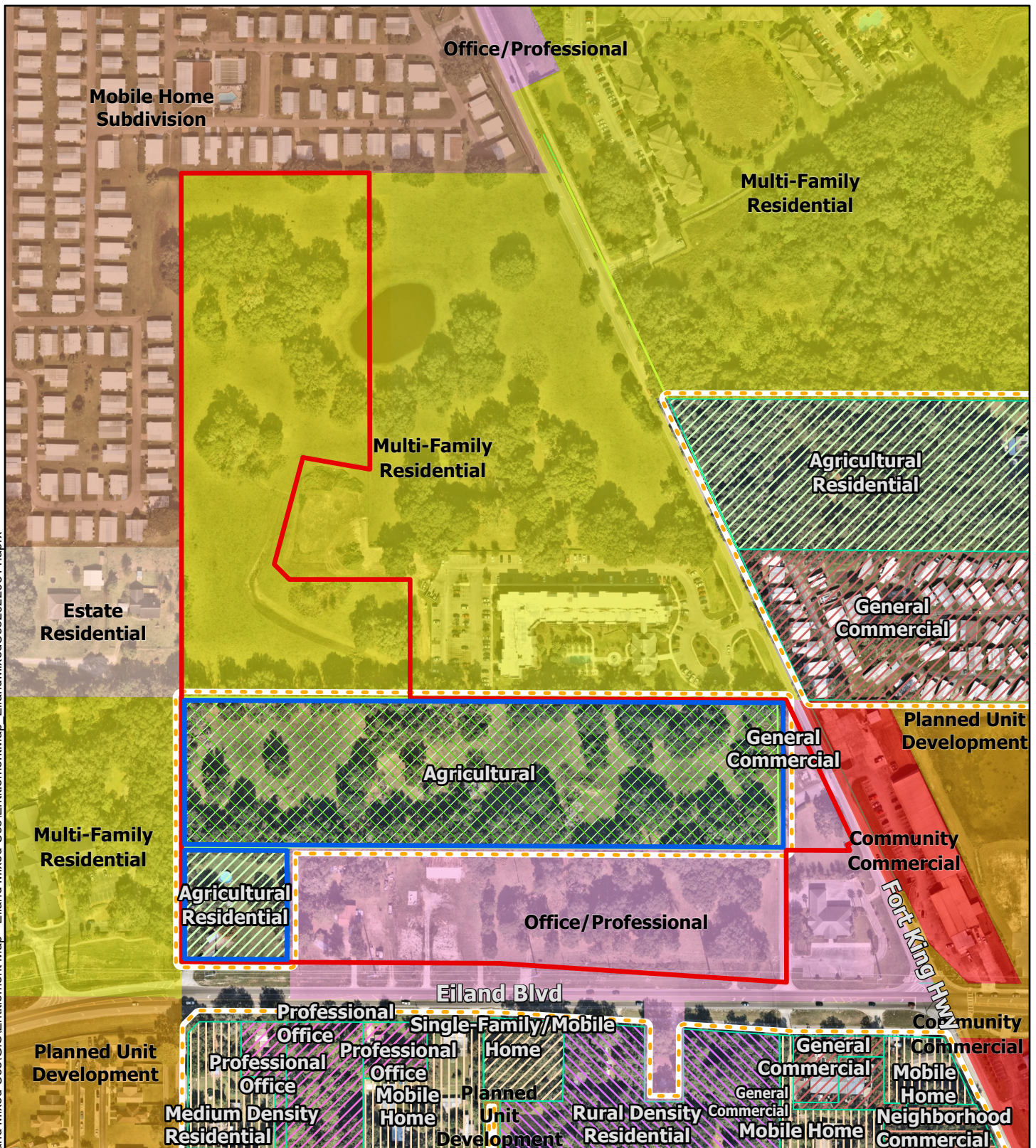
ATTACHMENT 3

Zoning Maps

Existing City & County Zoning

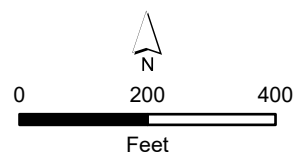
Proposed Zoning

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Legend

- | | |
|---------------------------|----------------------------|
| Parcels to be Annexed | Pasco County Zoning |
| Subject Property Boundary | Agricultural |
| Zephyrhills City Limits | Agricultural Residential |
| Zephyrhills City Zoning | General Commercial |
| Community Commercial | Medium Density Residential |
| Estate Residential | Mobile Home |
| Mobile Home Subdivision | Neighborhood Commercial |
| Multi-Family Residential | Professional Office |
| Office/Professional | Rural Density Residential |
| Planned Unit Development | 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

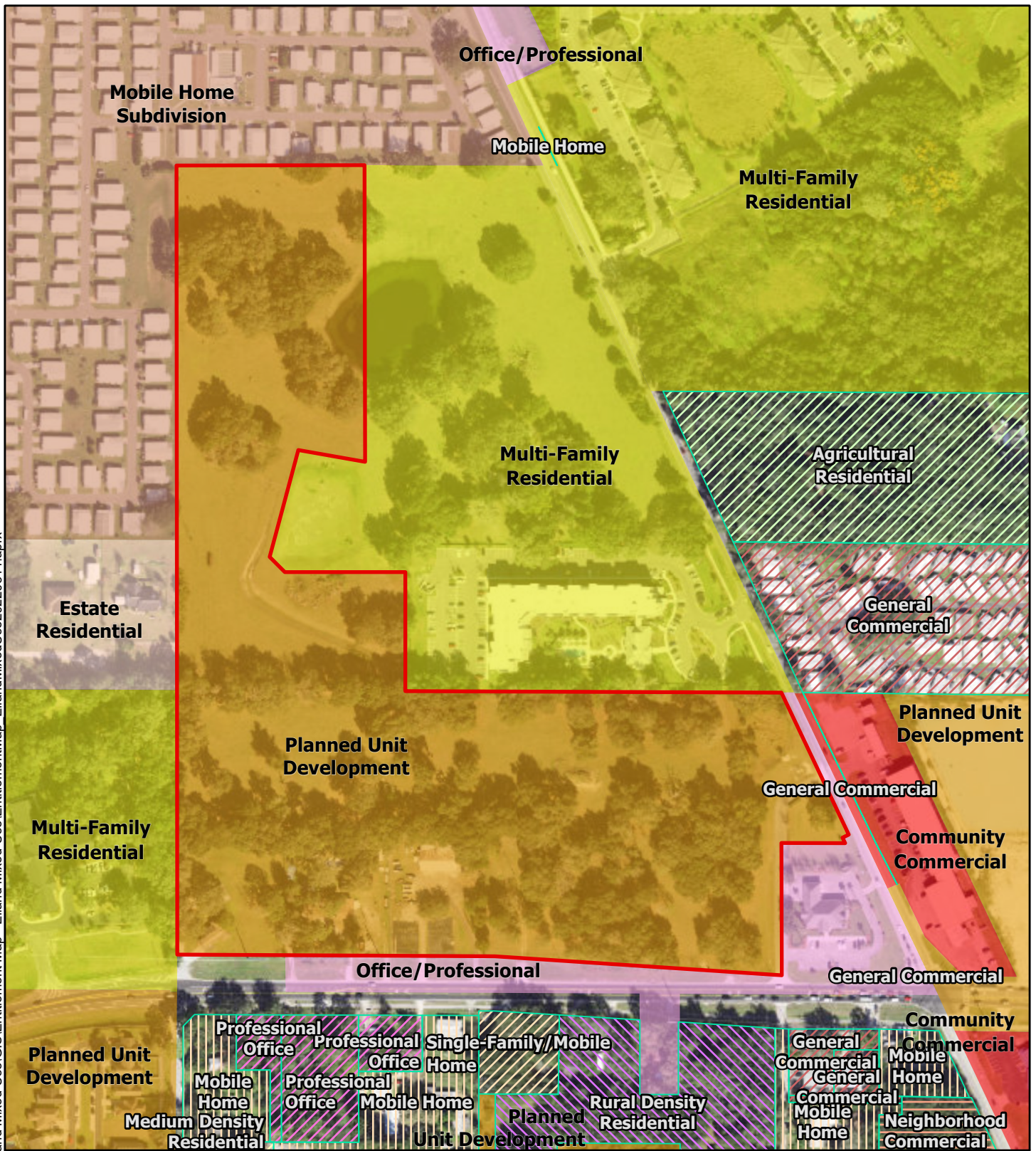
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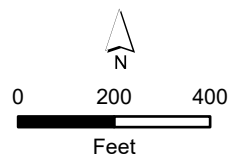
Date: Mar 14, 2022

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Legend

Subject Property Boundary	Pasco County Proposed Zoning
Zephyrhills Proposed Zoning	Agricultural Residential
Community Commercial	General Commercial
Estate Residential	Medium Density Residential
Mobile Home Subdivision	Mobile Home
Multi-Family Residential	Neighborhood Commercial
Office/Professional	Professional Office
Planned Unit Development	Rural Density Residential
	Single-Family/Mobile Home



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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



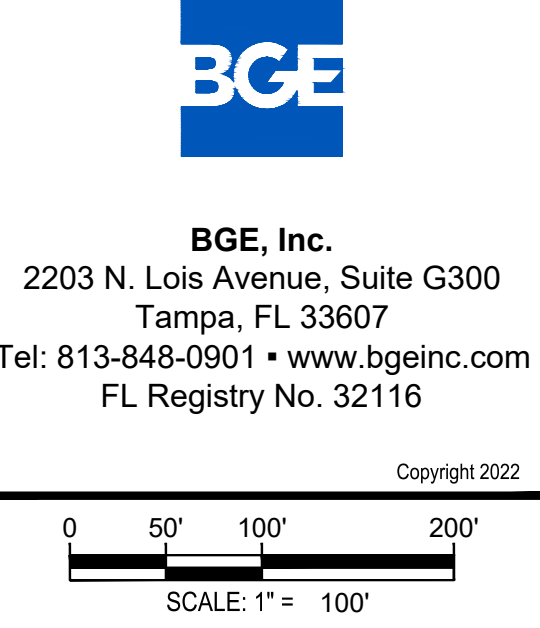
A Parcel of land lying within Section 3, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For A POINT OF REFERENCE coincide at the Southwest corner of the Northeast 1/4 of said Section 3, those N⁰0°32'52"N, along the West boundary of said Northeast 1/4 of Section 3, a distance of 77.94 feet to the North right-way line of Eland Boulevard; there continue along said West boundary, N⁰⁰0°32'52"N, a distance of 1.7323 feet; thence N⁸⁹55°15'E, a distance of 1.7323 feet to the North right-way line of Eland Boulevard; there continue along said North right-way line, S⁴⁴°42'52"W, a distance of 42.68 feet to the intersection of the North right-way line of Eland Boulevard with the North right-way line of Tract 52, ZEPHYRUS COLONY COMPANY, Plat Book 2, Page 6; thence along the North boundary line of Tract 52, S¹N⁸⁹°45'20"E, a distance of 325.85 feet to the West right-way line of Fort King Boulevard; thence S²⁵20°35'E, said West right-way line of a distance of 344.78 feet, thence S⁶⁴°22'23"W, a distance of 15.04 feet, thence S²⁵28°18'E, a distance of 13.77 feet, thence N⁸⁹°40'10"W, a distance of 139.98 feet, thence S⁰⁰28°23'E, a distance of 290.27 feet to the aforesaid North right-way line of Eland Boulevard; thence along said North right-way line the following two (2) courses: (1) N⁸⁸°14'35"W, a distance of 631.68 feet; (2) N⁸⁹°42'14"E, a distance of 697.23 feet to the POINT OF BEGINNING.

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°14'31" 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 of Elwood Boulevard (Parcel 165) North 88°14'44" West along said right of way a distance of 15.03 feet to the East line of Tract 62 said Zephyrloch Colony, thence North 88°14'44" West along said right of way a distance of 15.03 feet to a curve commencing on the South line of said Zephyrloch Colony, a radius of 50.00 feet, a chord bearing S 11°12'03" East, a chord distance of 59.36 feet, thence Northeastly 24°51'11" East along said right of way a distance of 62.45'11", thence North 62°34'39" East, 36.70 feet to the POINT OF BEGINNING thence East 34°39'39" East along said right of way a distance of 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 a distance of 30.00 feet, thence South 62°34'39" West leaving said north right of way a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 28.956 acres, more or less.



GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

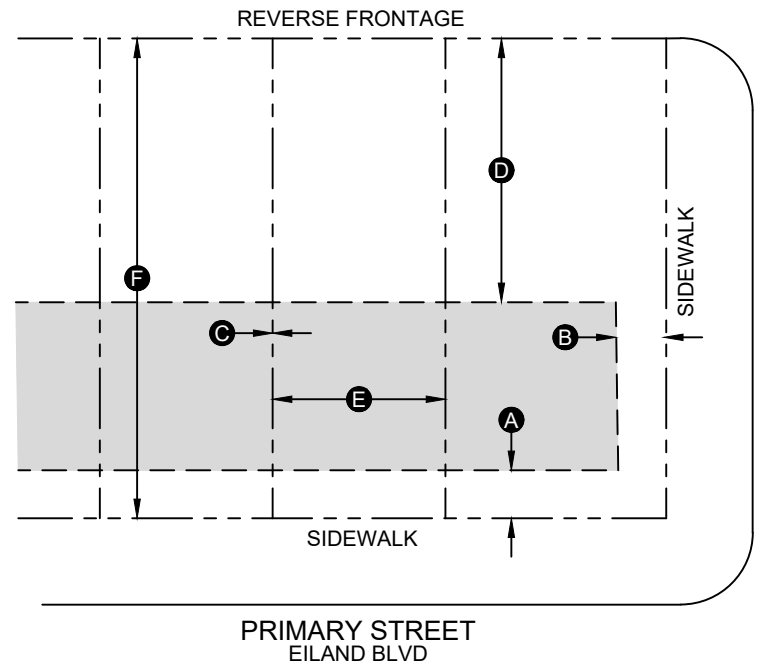
MASTER PLAN UNIT DEVELOPMENT

MASTER PLAN

[illegible]

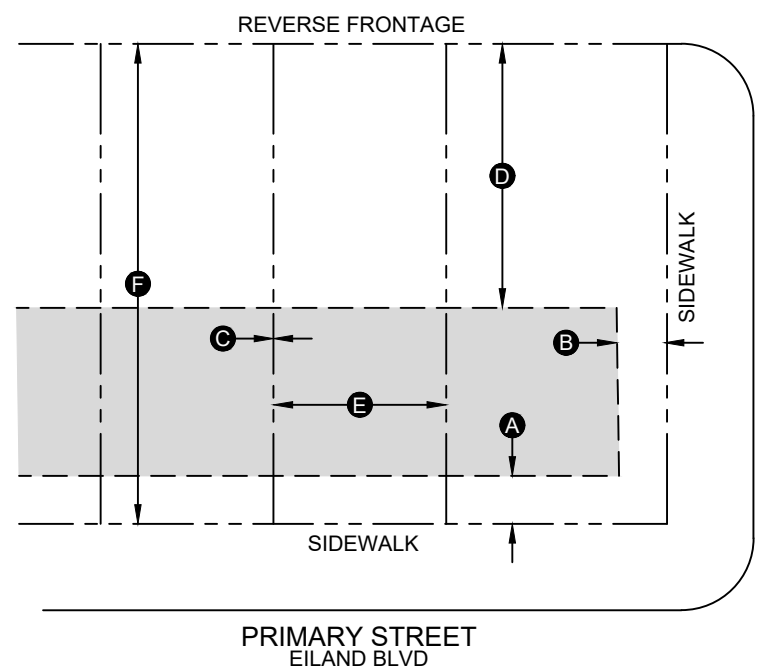
C1-1

NC: Neighborhood Commercial



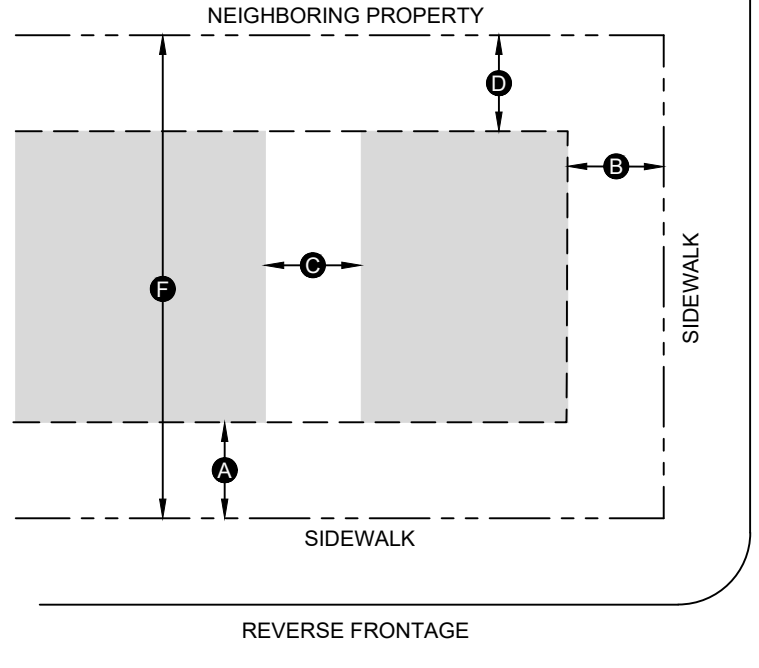
Building Placement	
Build-to Line (Distance from Property Line)	
Front	10' A
Side	10' B
Setback (Minimum Distance from Property Line)	
Side	5' for Detached C 0' for Attached
Rear	65' D
Lot Size	
Width	25' min. for Detached E 15' min. for Attached
Depth	200' min. F
Miscellaneous	
Entire BTL must be defined 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	

MU: Mixed Use

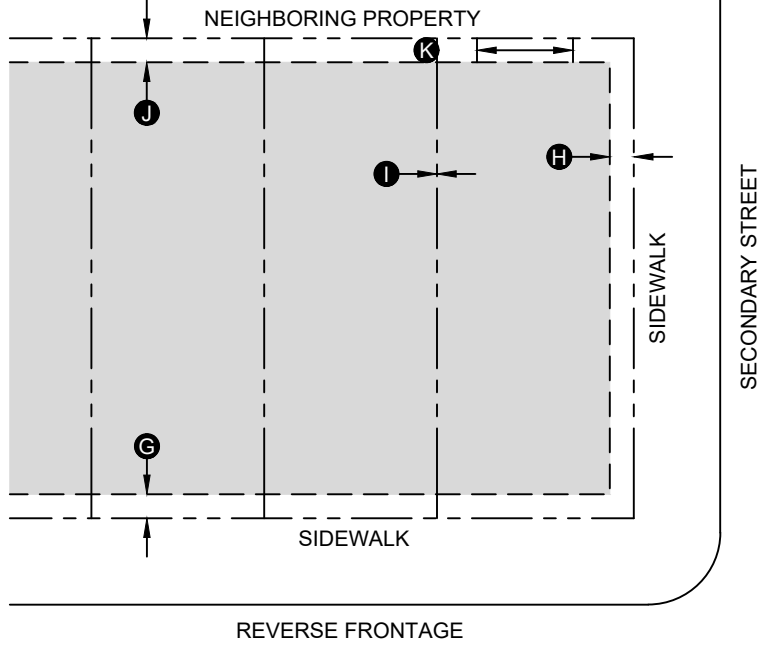


Building Placement	
Build-to Line (Distance from Property Line)	
Front	10' A
Side	10' B
Setback (Minimum Distance from Property Line)	
Side	5' for Detached C 0' for Attached
Rear	65' D
Lot Size	
Width	25' min. for Detached E 15' min. for Attached
Depth	200' min. F
Miscellaneous	
Entire BTL must be defined 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	

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	



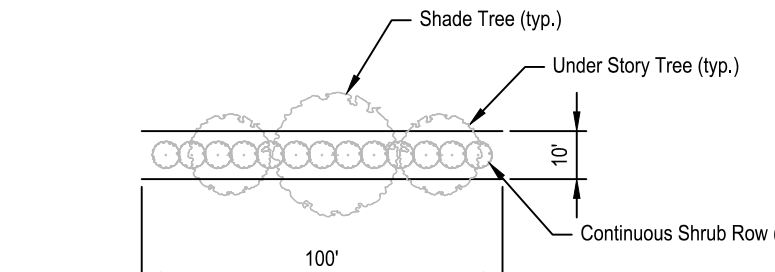
Parking	
Spaces	
Residential	1 space/ 1 bedroom 1.5 spaces/ 2 bedrooms 2 spaces/ 3+ bedrooms
Lodging	1 space/bed
Location (Distance from Property Line)	
Front Setback	5' min. G
Side Street Setback	5' min. H
Side Setback	5' min. I
Rear Setback	5' min. J
Miscellaneous	
Parking Drive Width	20' max. K
Handicap 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'
	18'	18'	18'	18'
	Exterior	20.1'	19.1'	
	Interior	18'	16'	
Aisle Width	Two-Way	24'	20'	20'
	One-Way	16'	14'	10'
Aisle Width	Two-Way	20'	20'	20'
	One-Way	14'	14'	10'
Compact	90°	60°	45°	0°
	8'	8'	8'	7'
	16'	16'	16'	16'
	Exterior	17.9'	17'	
	Interior	15.9'	14.2'	
Aisle Width	Two-Way	24'	20'	20'
	One-Way	16'	14'	10'
Aisle Width	Two-Way	20'	20'	20'
	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.	

Standard Buffer	
(for every 100 LF)	

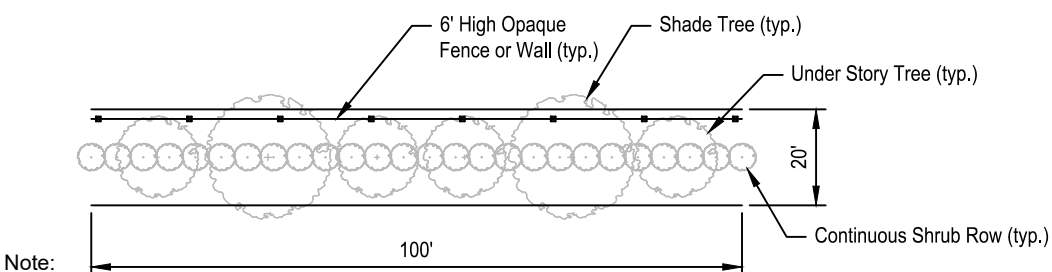
- 1 Shade Tree
- 2 Under Story Trees
- 2' High Berm (2' average height, 1' min.) Along Right-Of-Way



- 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.
 - Walls and fences will follow ZLDC 7.07.00

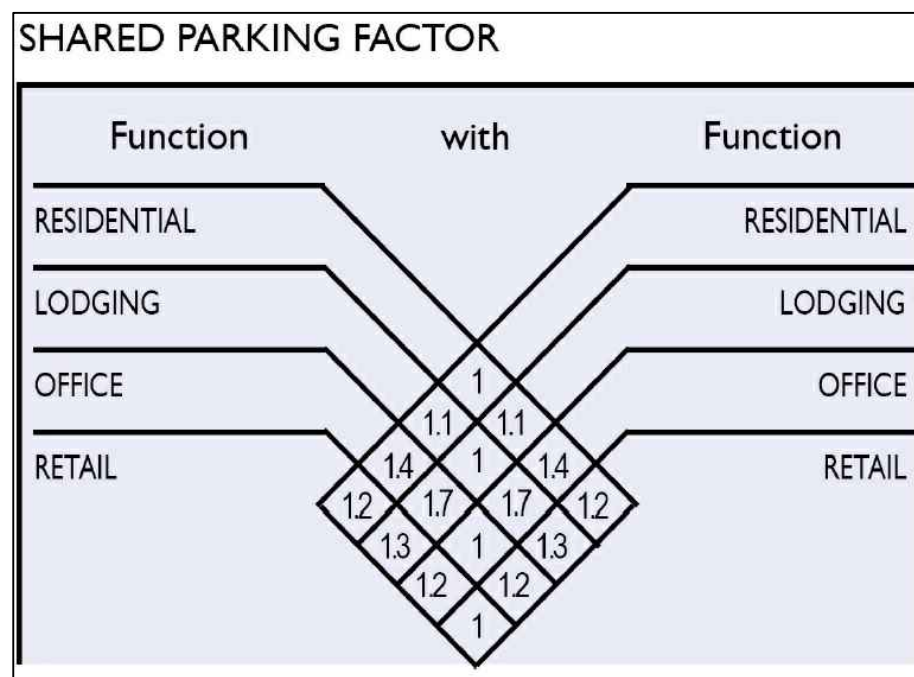


Table 11: Parking Calculations. The Shared Parking Factor for two Functions, when divided into the sum of the two amounts as listed on the Required Parking table below, produces the Effect Parking needed for each site involved in sharing. Conversely, if the Sharing Factor is used as a multiplier, it indicates the amount of building allowed on each site given the parking available.

- PARCEL DETAILS:
- 03-26-21-0170-00000-1310
COMTOIS PAUL HEWETT & ZAMPIER JEAN COMTOIS
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 03-26-21-0170-00000-1320
NEBBITT HARWOOD R & REID WENDY R
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 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)
 - 03-26-21-0170-00000-1340
DENNIS ROBERT S & ROSEMARIE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 03-26-21-0170-00000-1350
SUMMERS MURRAY & MARGARET
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 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)
 - 03-26-21-0170-00000-1370
OCHSENREIDER JOAN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 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)
 - 03-26-21-0170-00000-0R01
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 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)
 - 03-26-21-0170-00000-1480
LEMAX BERNARD J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 03-26-21-0170-00000-1490
DEMATEO DEBORAH ET AL
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 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)
 - 03-26-21-0170-00000-1510
ROOT BRADLEY & KATHLEEN M
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 03-26-21-0170-00000-0S40
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

- PARCEL DETAILS:
- 03-26-21-0170-00000-2000
HOLMAN TANYA DAUER
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 03-26-21-0170-00000-1980
WEBSTER DAVID T & MARY J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 03-26-21-0170-00000-1990
RIGTERINK RODNEY ALLEN & ROCHE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
 - 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)
 - 03-26-21-0010-06800-0040
RAHMAN SHAMS UR
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT (PO1)
 - 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)
 - 03-26-21-0010-06800-0010
MARTINEZ ALDOES JAVIER & MART
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: PROFESSIONAL OFFICE DISTRICT (PO1)
 - 03-26-21-0010-06700-0030
BOUCHER RONALD E
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)
 - 03-26-21-0010-06700-001A
PENDERDAST MICHAEL R JR
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)
 - 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)
 - 03-26-21-0010-06700-0011
STEVENS PAULETTE
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)
 - 03-26-21-0010-06700-0010
DUNTON AMANDA & ROBERT III
CURRENT FUTURE LAND USE: MIXED USE (MU)
 - 03-26-21-0010-06700-0000
PAK INVESTMENTS LLC
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: RURAL DENSITY RESIDENTIAL (R1)
 - 03-26-21-0010-06600-0030
MAXON ROBERT A & CHERYLL
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: GENERAL COMMERCIAL (C2)
 - 03-26-21-0010-06600-0010
MAXON ROBERT A & CHERYLL
CURRENT FUTURE LAND USE: RESIDENTIAL-9 (RES-9)
CURRENT ZONING: MOBILE HOME (RMH)
 - 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
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FL Registry No. 32116

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GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

DETAILS AND NOTES

DATE	APR
DESCRIPTION	REV
PROJECT NO.	9927-00
DESIGNED BY:	AH
DRAWN BY:	SK
REVIEWED BY:	AH
DATE:	9-14-2022

C1-2

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. 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-2-2-2:**

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.

**POLICY
PUB 2-2-3:**

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.

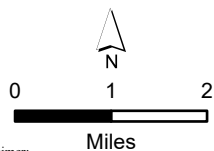
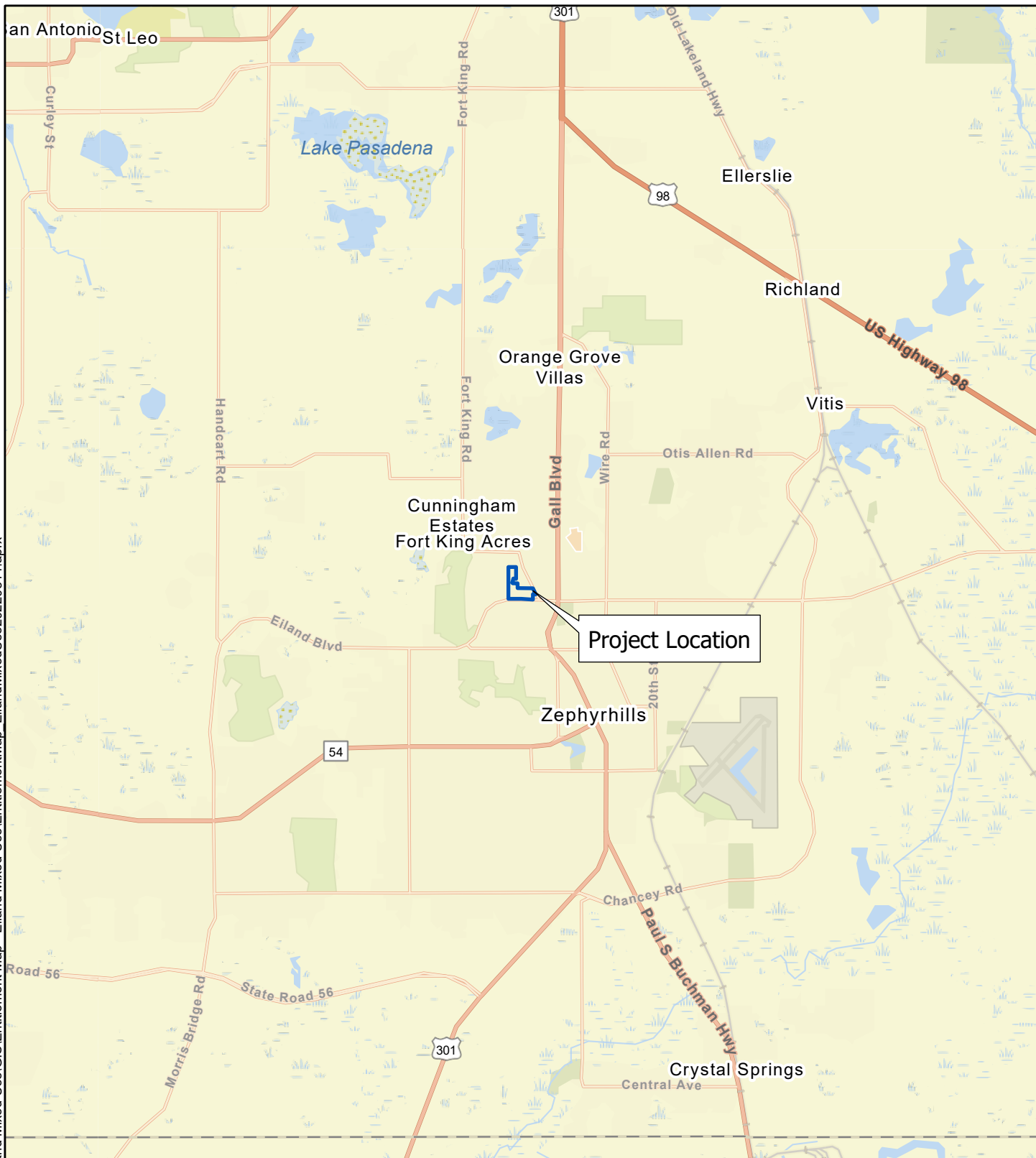
3. RESIDENTIAL IMPACT STATEMENT

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

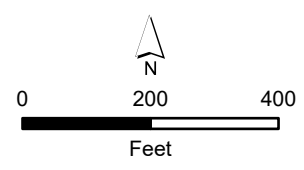
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Legend

-  Parcels to be Annexed
-  Subject Property Boundary
-  Zephyrhills City Limits

Basemap: NearMap November 14, 2021



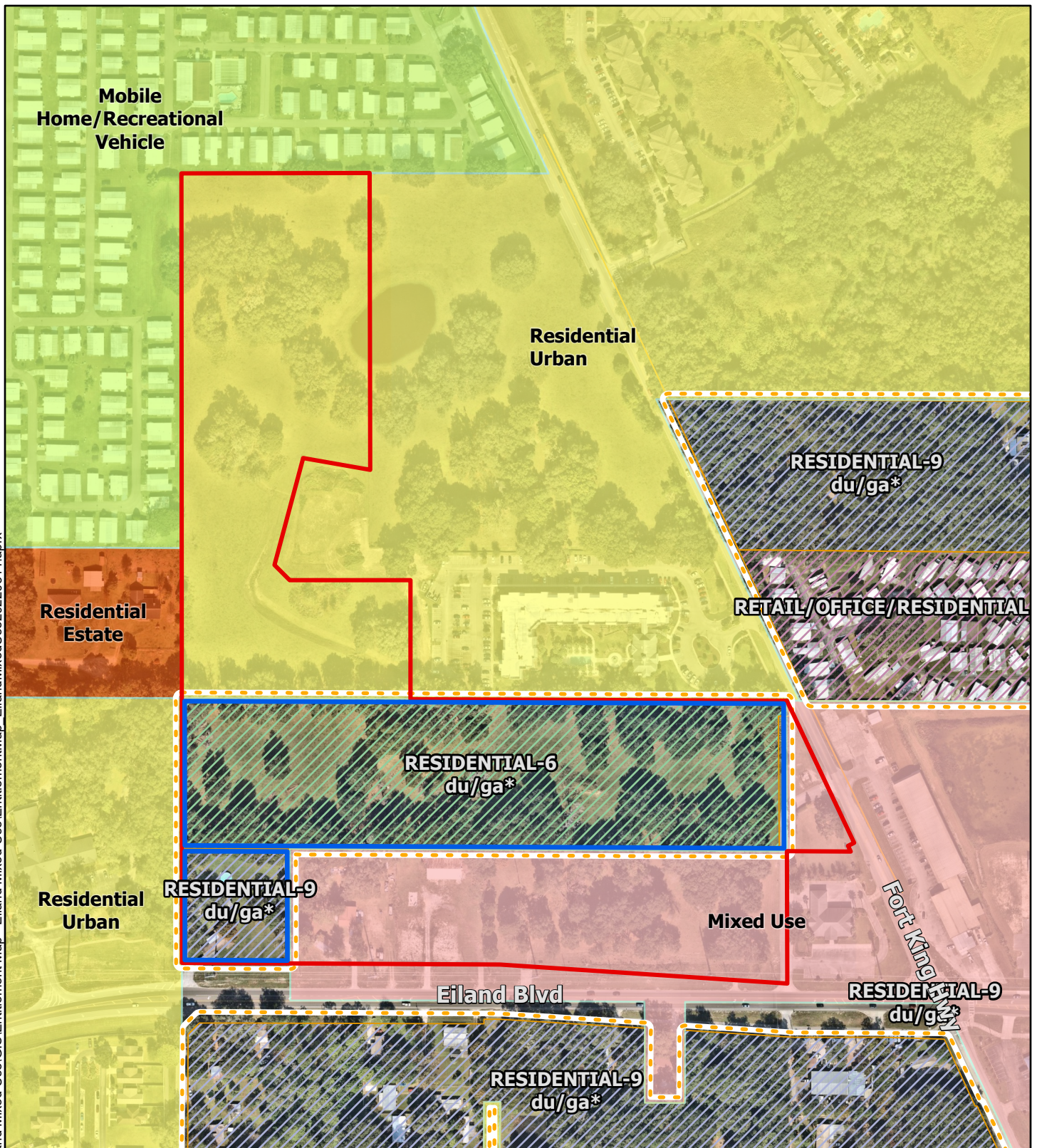
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Figure 2: Aerial Project Location
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 2 of 9

Prepared By: BGE	Scale: 1:3,600
Job No.: 9585-00	Date: Mar 14, 2022

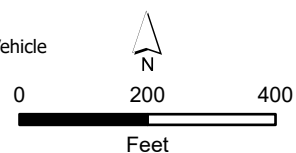
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Legend

- 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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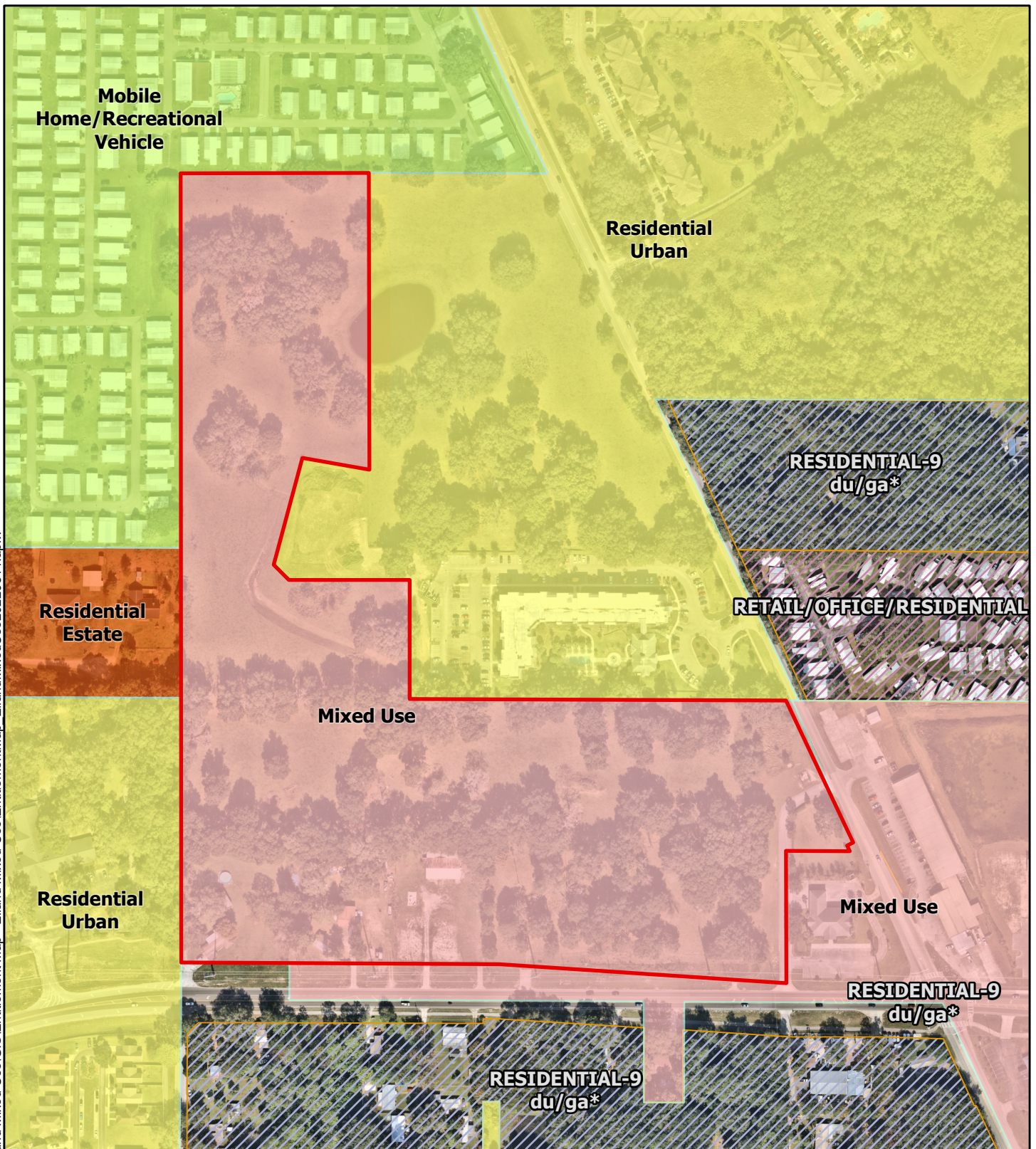
Figure 3a: Existing Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 5 of 9

Prepared By: BGE

Scale: 1:3,600

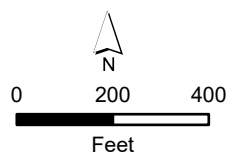
Job No.: 9585-00

Date: Mar 14, 2022



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

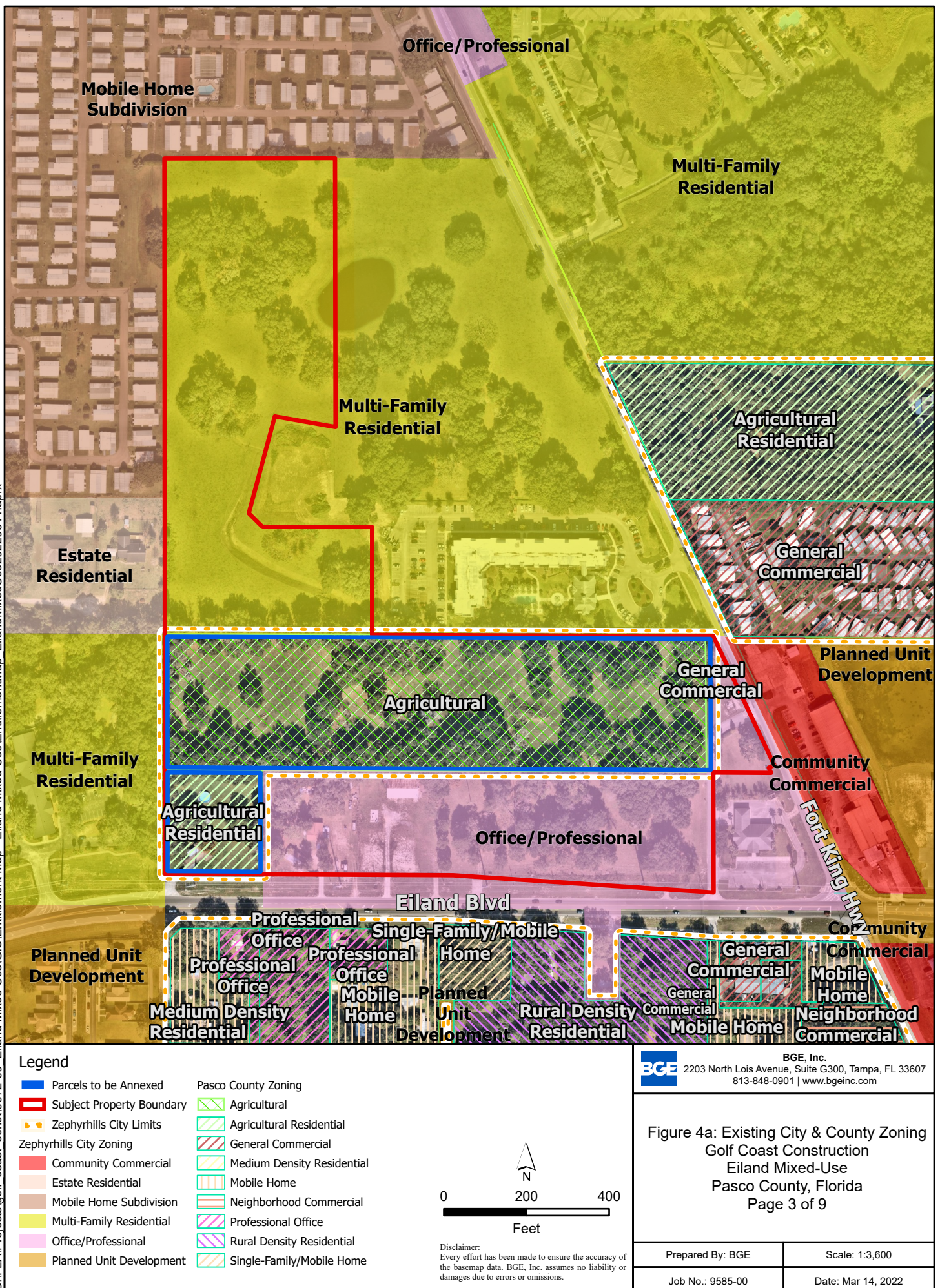
Prepared By: BGE

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Job No.: 9585-00

Date: Mar 14, 2022

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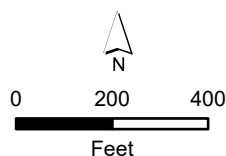
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Legend

- 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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Figure 4b: Proposed City & County Zoning
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 4 of 9

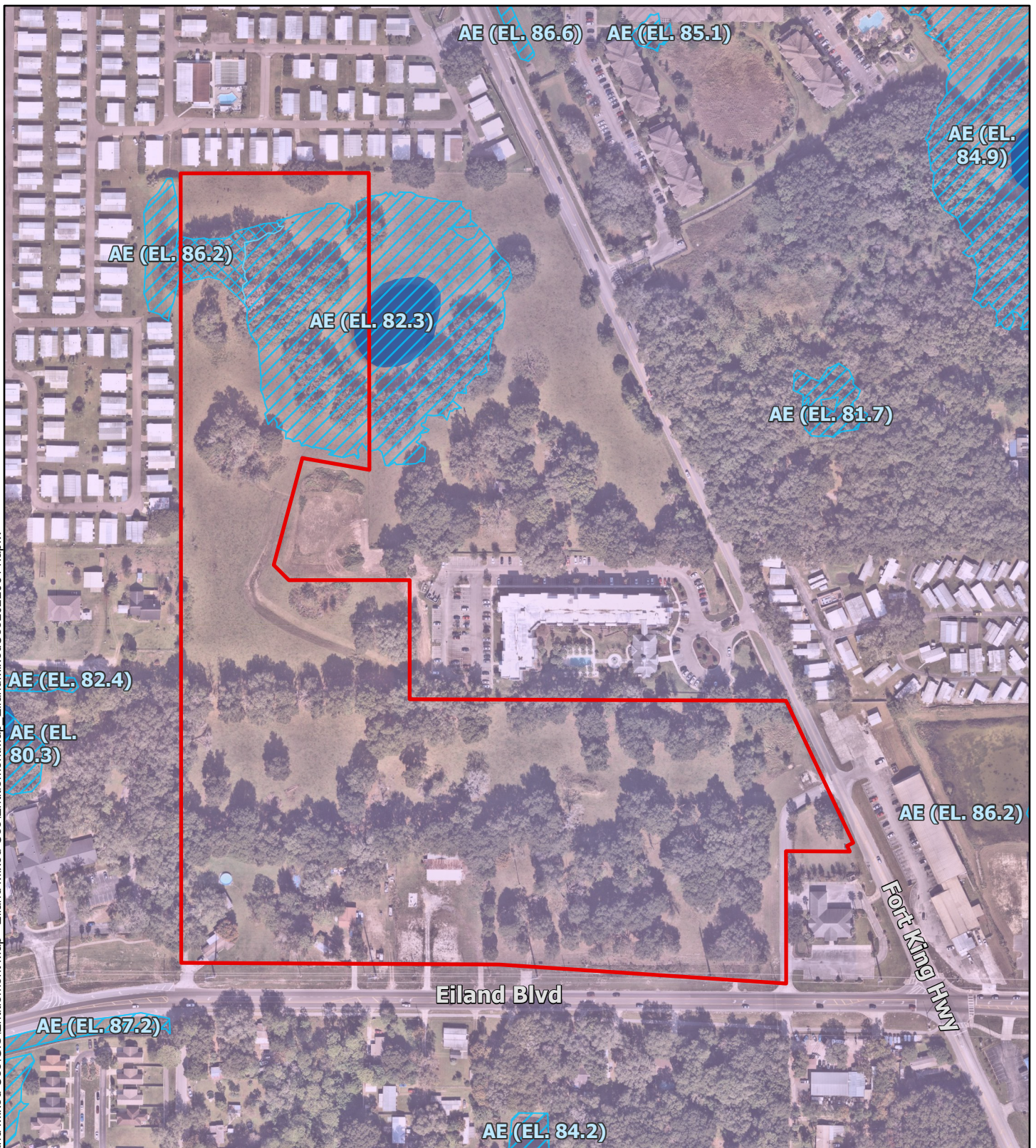
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Job No.: 9585-00

Date: Mar 14, 2022

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Legend

Subject Property Boundary

Lake

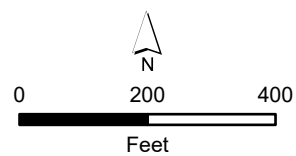
Aquifer Recharge Zone (Recharge 0.01 - 3 inches/yr)

Zone

A

AE

X



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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

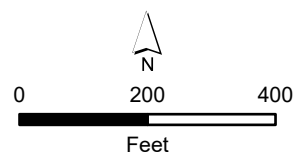


Legend

-  Subject Property Boundary
-  Lake

Wetlands (Pasco County Classification)

-  Type 1
-  Type 2
-  Type 3



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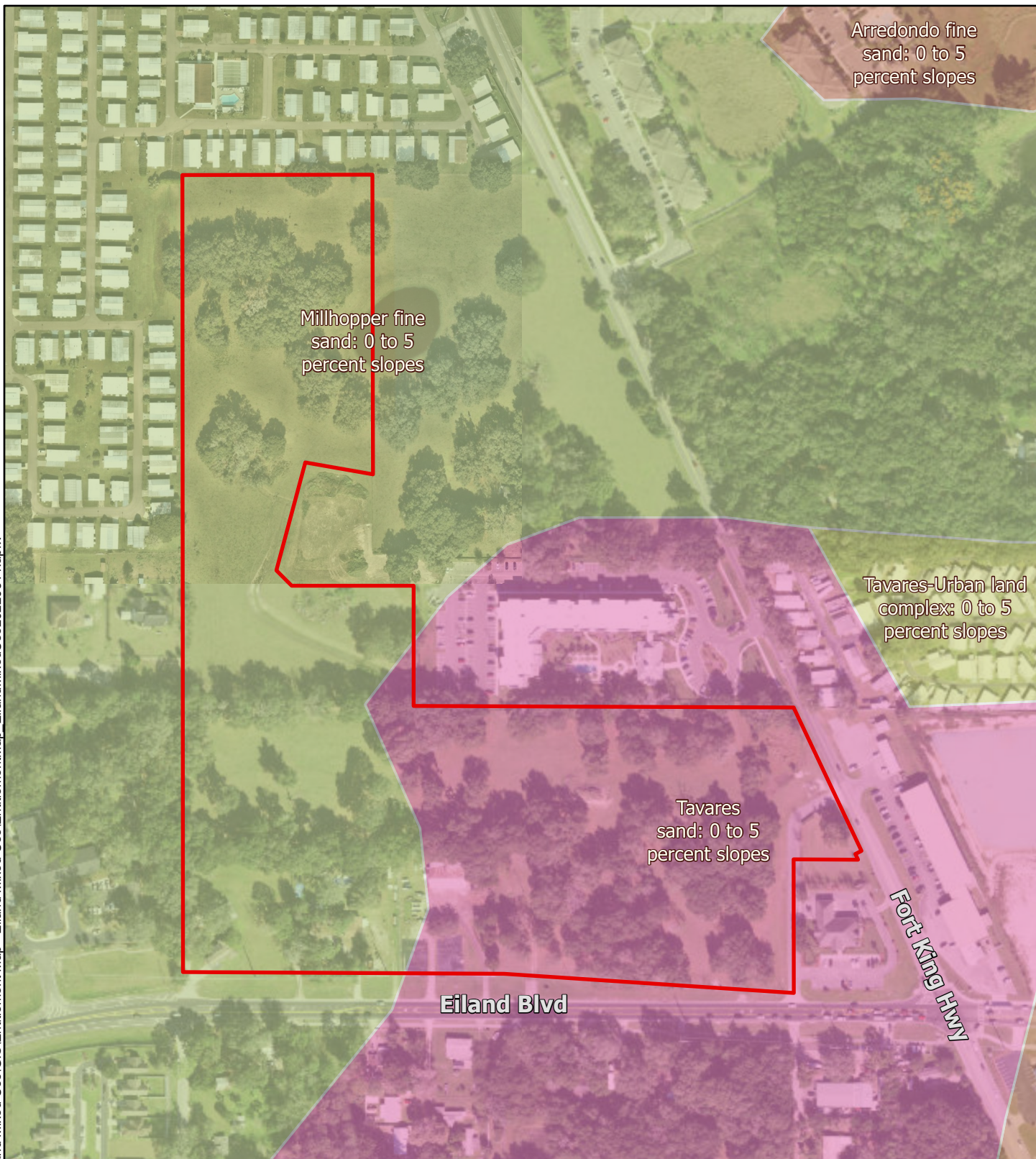
Figure 5b: Wetlands
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 8 of 9

Prepared By: BGE

Scale: 1:3,600

Job No.: 9585-00

Date: Mar 14, 2022



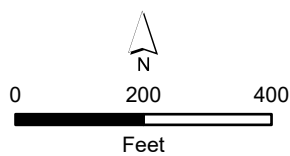
Legend

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.



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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



Eiland Blvd

Zephyrhills, Florida

02
09.14.2022
21-42B



Eiland Blvd

Zephyrhills, Florida

03
09.14.2022
21-42B



Eiland Blvd

Zephyrhills, Florida

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Eiland Blvd

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Eiland Blvd

Zephyrhills, Florida

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09.14.2022
21-42B



Eiland Blvd

Zephyrhills, Florida

07
09.14.2022
21-42B

BUSINESS ITEMS/PUBLIC HEARING 4.2

Eiland Blvd. Mixed Use PUD Rezoning - Ordinance 1449-22

Second 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)."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1449-22 on the Second 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 Boulevard, 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_Boundary Survey & Legal
3. 1449_Exhibit B_Eiland PUD Plan
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 Sprawl 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 October 27, 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, 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 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 28th 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 28th 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

A. DESCRIPTION: For Entire Property included in PUD

DESCRIPTION: (prepared per this survey)

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:

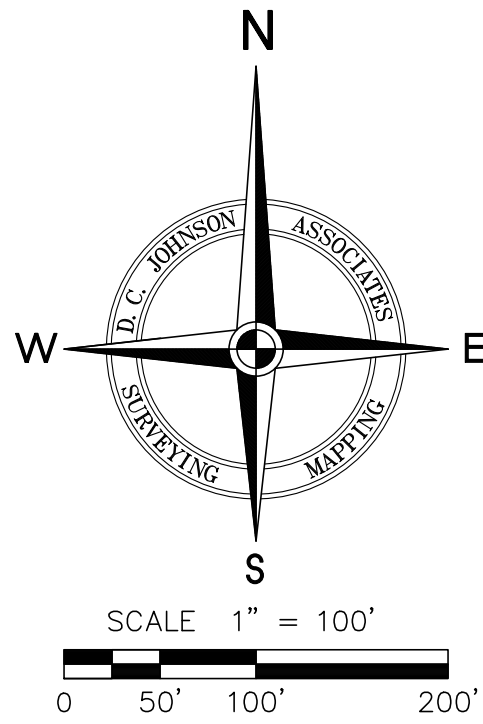
A portion of Tract 50, of Zephyrhills Colony Company Lands in Section 03, Township 26 South, Range 21 East, as shown on the plat recorded in Plat Book 2, Page 6 of the Public Records of Pasco County, Florida and lying West of Fort King Road being more particularly described as follows:

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.

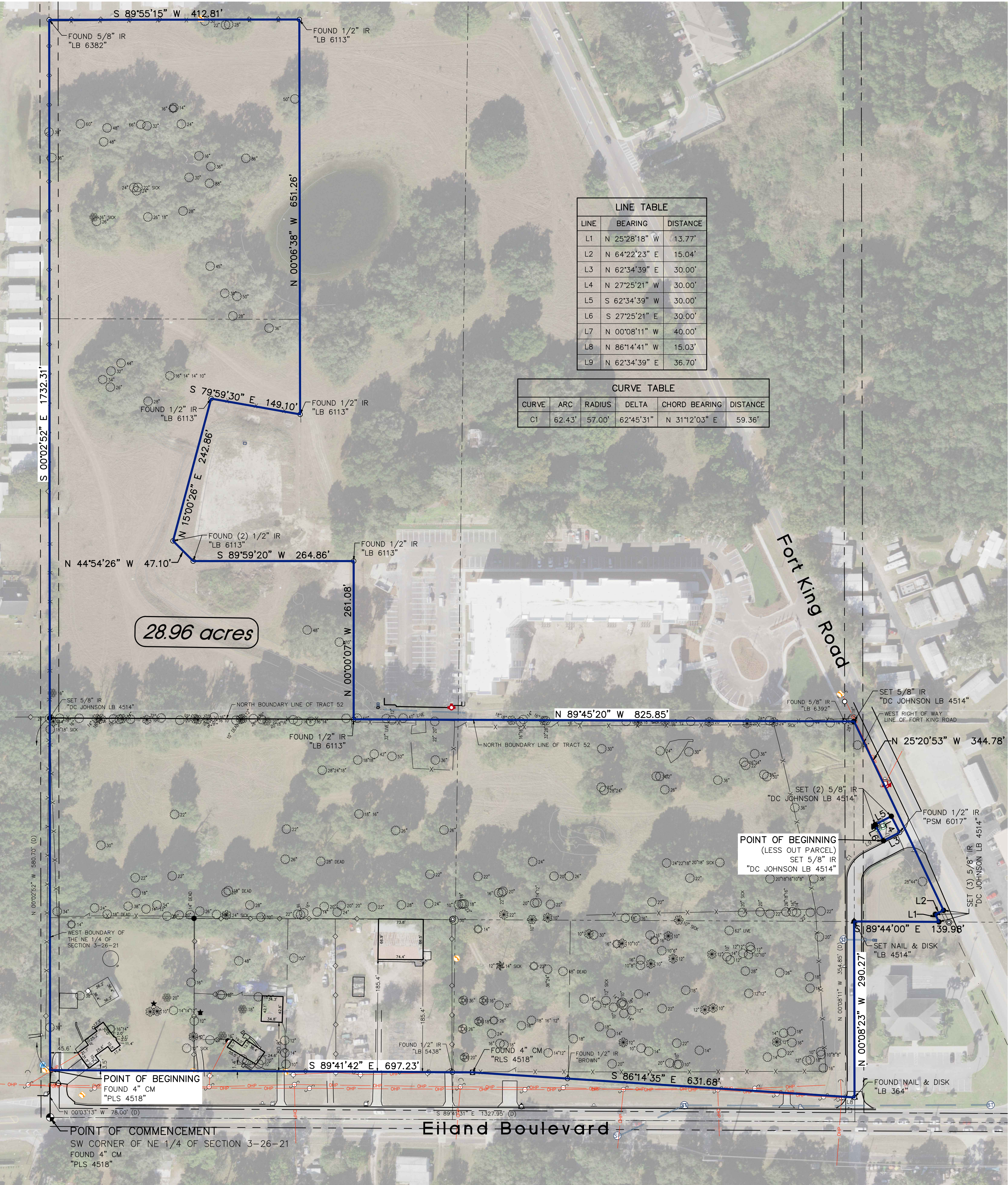
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- ASPHALT
— CONCRETE
— GRAVEL/DIRT ROAD

A PORTION OF
SECTION 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST
PASCO COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 25°28'18" W	13.77'
L2	N 64°22'23" E	15.04'
L3	N 62°34'39" E	30.00'
L4	N 27°25'21" W	30.00'
L5	S 62°34'39" W	30.00'
L6	S 27°25'21" E	30.00'
L7	N 00°08'11" W	40.00'
L8	N 86°14'41" W	15.03'
L9	N 62°34'39" E	36.70'

CURVE TABLE				
CURVE	ARC	RADIUS	DELTA	CHORD BEARING
C1	62.43°	57.00'	62°45'31"	N 31°12'03" E



SURVEYOR'S NOTES:

- Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
- This survey was prepared without an abstract of title; therefore the undersigned makes no guarantees or representations regarding information shown hereon pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
- No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
- No underground installations, improvements or encroachments, have been located except those shown hereon.
- Bearings shown hereon are based on the Florida State Plane Coordinate System, FL-West Projection, with the West boundary line of the Subject property, also being the West boundary line of the Northeast 1/4 of Section 3, Township 26 South, Range 21 East having a grid bearing of S 00°02'52" E.
- Elevations shown hereon are based upon North American Vertical Datum of 1988 (NAVD88), National Geodetic Survey benchmark "M 678", located South of Eiland Boulevard, West of the subject property, published elevation = 86.11' (NAVD88).
- Bearings and distances shown hereon are field measured, unless otherwise indicated.
- The text for ties to improvements indicates the direction they lie in relation to the boundary.
- Subject property appears to lie in Flood Zone "AE", "A", and "X" according to F.I.R.M. Community Panel 12101C0289P, dated 09/26/2014.
- Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).

DESCRIPTION: (prepared per this survey)

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BY	
REVISION	
DATE	
DATE OF FIELD SURVEY:	2/11/2022

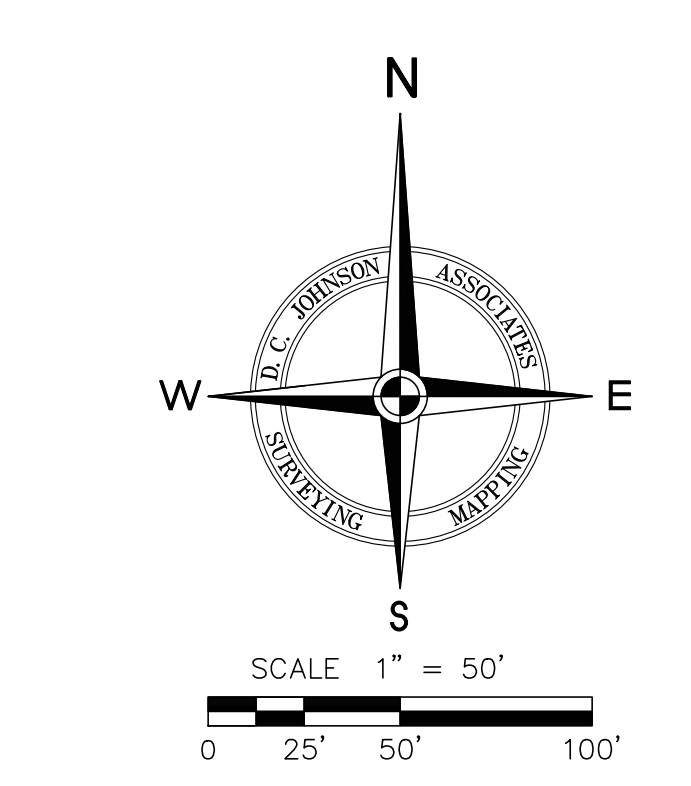
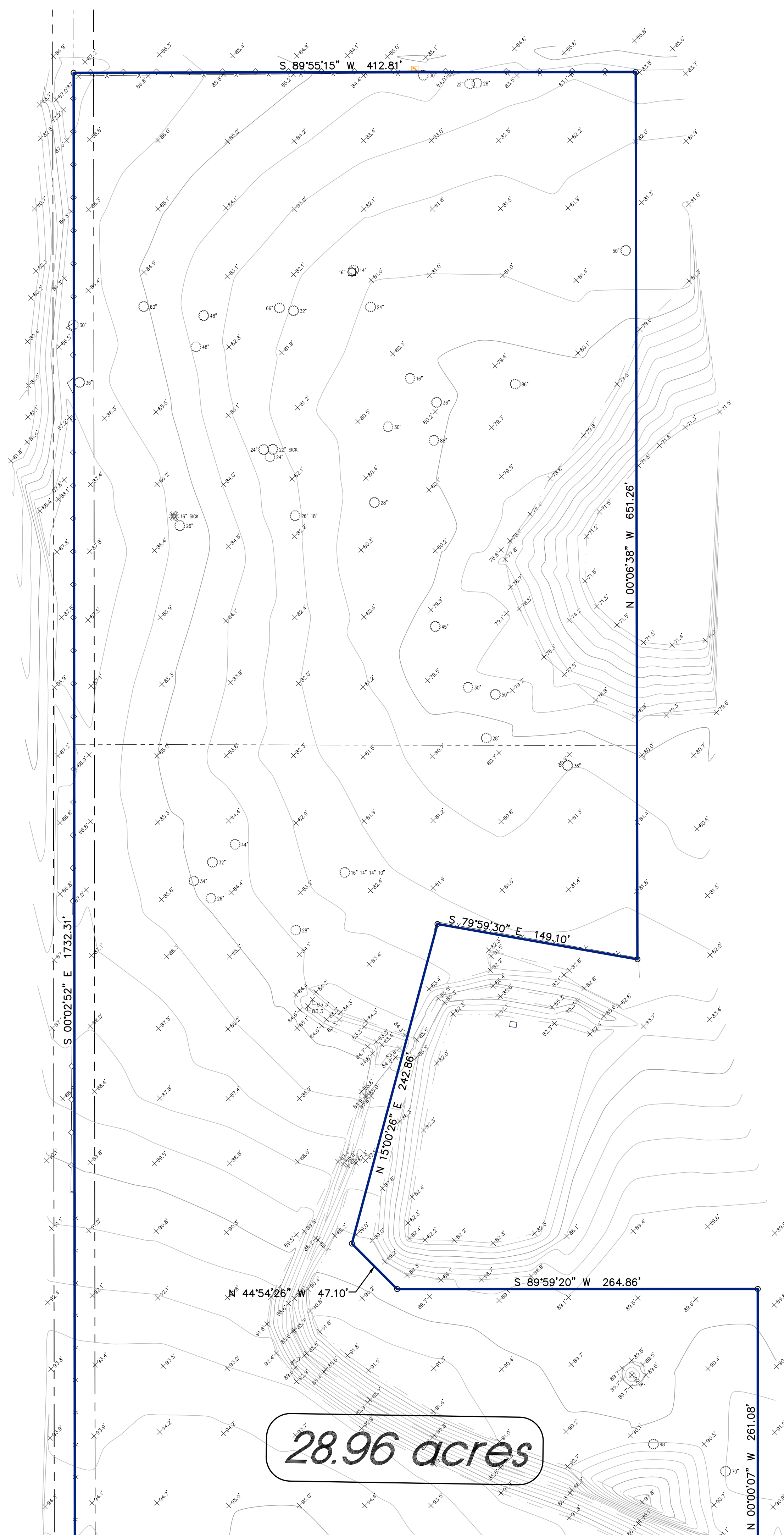
Andrew R. Getz
FLS/PSM License Number 7463
This survey conforms to the Standards of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Andrew R. Getz
Professional Surveyor and Mapper
DATE: 2/22/22

JOHNSON ASSOCIATES
SURVEYING AND MAPPING
11811 S. Curley Street
San Antonio, TX 78248
Phone: (214) 350-7666
Email: andrew@dcjohnson.com
www.djohnson.com

Boundary & Topographic Survey
Golf Coast Construction
Eiland Boulevard at Fort King Road

PROJECT NO.: 2021-064A03.00001
SEC.: 3 TWP.: 26S RNG.: 21E COUNTY: Pasco County



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DATE		REVISION		BY
DATE OF FIELD SURVEY: 2/1/2022				

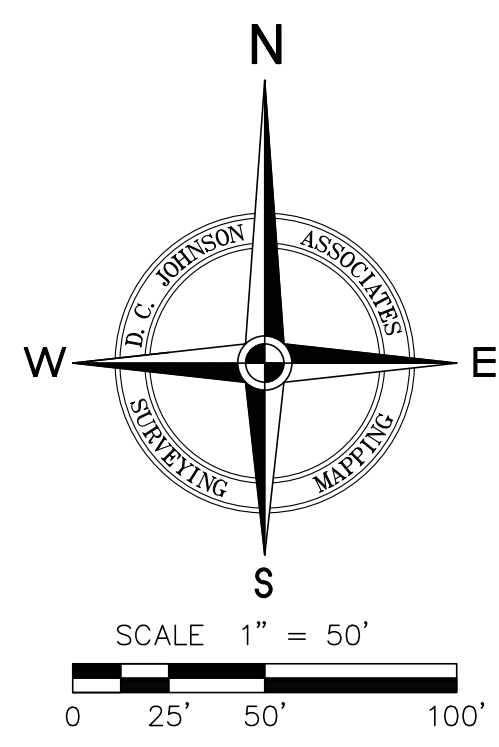
SHEET DESCRIPTION		SEE SHEET 2 FOR BOUNDARY INFORMATION	

DC JOHNSON ASSOCIATES
SURVEYING AND MAPPING
11811 S. Curley Street
San Antonio, TX 78248
Phone: (214) 592-7668
Email: info@dcjohnson.com
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Boundary & Topographic Survey			
Golf Coast Construction			
Eiland Boulevard at Fort King Road			
PROJECT NO: 2021-064A03.0001			
SEC: 3	TWP: 26S	RNG: 21E	COUNTY: Pasco County

SCALE:	1"=50'
SHEET NO:	2 of 3

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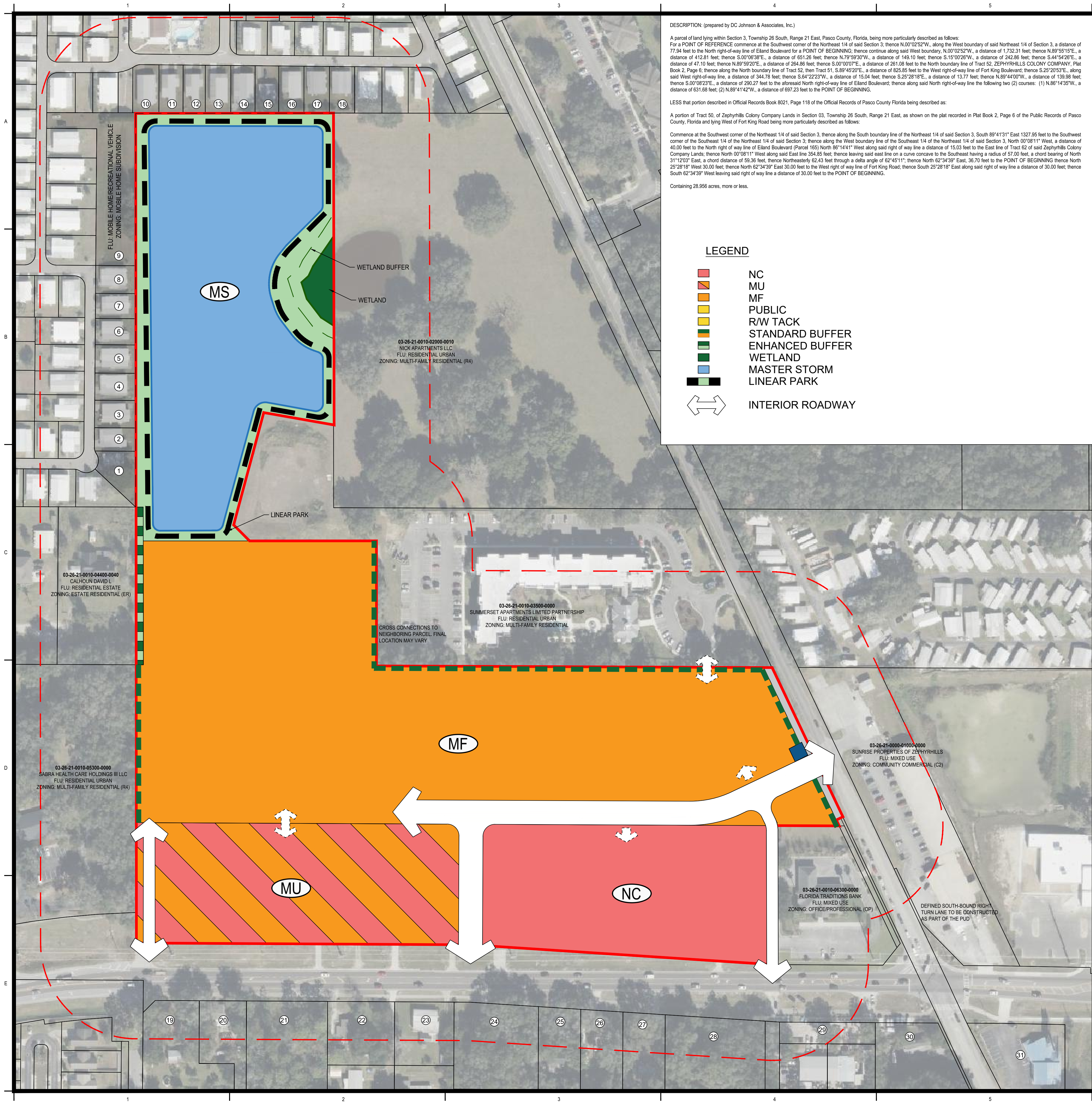
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G:\FLA\Projects\golf_coast\19972-00_Eiland Mixed-Use\LD01_CADD\05_Exhibits\EilandPUD.dwg Layout: Layout1 Plotted: 10/24/2022 10:19:51 AM



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:	85,290 SF
MAX. 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

RESIDENTIAL	NC	MU	MF	CIVIC	NC	MU	MF
APARTMENT BUILDING				BUS SHELTER			
BUNGALOW COURT				FOUNTAIN / PUBLIC ART			
TOWNHOUSE				THEATER			
DUPLEX / MULTIPLEX				MUSEUM			
LIVE / WORK UNIT				OUTDOOR AUDITORIUM			
VILLA				PARKING STRUCTURE			
CONDO				PARK & PLAYGROUND			
GROUP HOME				SURFACE PARKING			
INTENSIVE CARE FACILITY				RELIGIOUS ASSEMBLY			
LODGING				AGRICULTURE			
HOTEL				COMMUNITY GARDENS / GREENHOUSE			
BED & BREAKFAST				KENNEL			
INN (UP TO 12 ROOMS)				AUTOMOBILE-ORIENTED			
OFFICE				GAS STATION			
FINANCIAL SERVICES				AUTOMOBILE SALES / RENTALS			
MEDICAL OFFICE				AUTOMOBILE SERVICE / REPAIR			
VETERINARY CLINIC				CAR WASH			
GENERAL OFFICE				EDUCATION			
WORK / LIVE UNIT				COLLEGE			
RETAIL				TRADE SCHOOL			
CONVENIENCE STORE				GRADE SCHOOL (PUBLIC OR PRIVATE)			
GENERAL RETAIL (UNDER 25,000 SF)				CHILDCARE CENTER			
PHARMACY DRUG STORE							
MEDICAL MARLUANA DISPENSARY							
RESTAURANT (CAFE, LESS THAN 2,500 SF)							
RESTAURANT FULL SERVICE							
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							

GOLF COAST CONSTRUCTION, INC.

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

MASTER PLAN

C1-1

REVERSE FRONTAGE

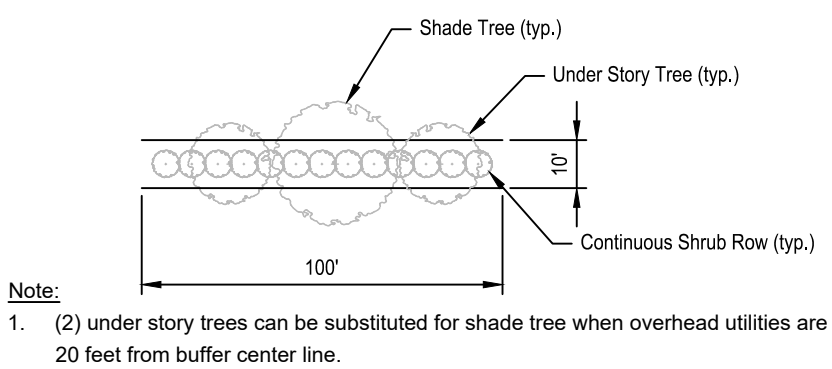
SIDEWALK

SIDEWALK

PRIMARY STREET
FI AND SIV

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
One-Way	24'	20'	20'	20'		E
One-Way		16'	14'	10'		F
One-Way	20'	20'	20'	20'		F
One-Way		14'	14'	10'		F
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
One-Way	24'	20'	20'	20'		E
One-Way		16'	14'	10'		F
One-Way	20'	20'	20'	20'		F
One-Way		14'	14'	10'		F
Unconventional						
Standard parking spaces to be provided per ADA standards. 50% 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. See width not along parking.						

- 1 Shade Tree
- 2 Under Story Trees
- 2' High Berm (2' average height, 1' min.) Along Right-Of-Way



1. ALL INTERIOR PARKING LANDSCAPING SHALL ADHERE TO CURRENT ZEPHYRHILLS LAND DEVELOPMENT CODE STANDARDS AT MINIMUM.
2. ALL BUILDING FOUNDATION LANDSCAPE REQUIREMENTS SHALL ADHERE TO CURRENT ZEPHYRHILLS LAND DEVELOPMENT CODE STANDARDS AT MINIMUM.

A diagram of a rectangular island. The top edge is labeled "REVERSE FRONTAGE". The bottom edge is labeled "PRIMARY STREET". The left edge is labeled "SIDEWALK". The right edge is labeled "SIDEWALK". The island is divided into three sections by two vertical dashed lines. The leftmost section is labeled "A" and has a width dimension line. The middle section is labeled "B" and has a width dimension line. The rightmost section is labeled "C" and has a width dimension line. The total width of the island is indicated by a dimension line on the left. The total length of the island is indicated by a dimension line on the top. The island is shaded gray.

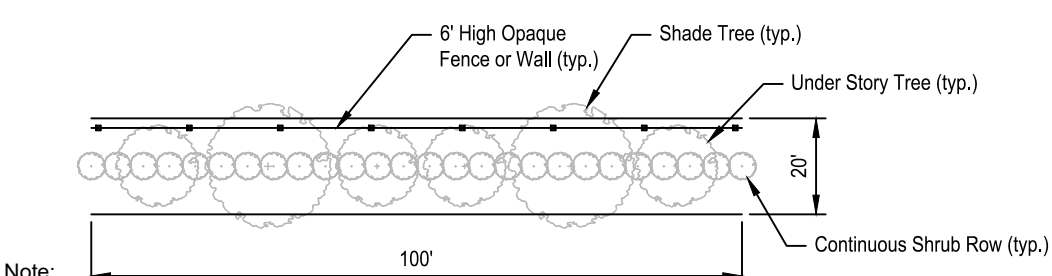
SHARED PARKING FACTOR

Function	with		Function
RESIDENTIAL			RESIDENTIAL
LODGING			LODGING
OFFICE			OFFICE
RETAIL			RETAIL

The diagrams illustrate four parking configurations with their respective dimensions:

- Angled Parking (60° & 45°):** Shows two rows of cars parked at angles. Dimensions include car width (A), car length (B), aisle width (C), and the angle of parking (D).
- Perpendicular Parking (90°):** Shows cars parked at a 90-degree angle to the aisle. Dimensions include car width (A), car length (B), and aisle width (C).
- Parallel Parking (0°):** Shows cars parked parallel to the aisle. Dimensions include car width (A), car length (B), and aisle width (C).

- 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.)



PARCEL DETAILS:

- 03-26-21-0170-00000-1310
CORRIGAN PAUL HEWITT & ZAMPIER JEAN COMTOS
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 03-26-21-0170-00000-1320
NESSITT HARWOOD R & REID WENDY R
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 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)
- 03-26-21-0170-00000-1340
DENNIS ROBERT S & ROSEMARIE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 03-26-21-0170-00000-1350
SUMMERS MURRAY & MARGARET
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 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)
- 03-26-21-0170-00000-1370
OCHSENDRIDER JOAN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 03-26-21-0170-00000-1380
LOGGETT JOHN A & COUGHLIN MARGARET ANN
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 03-26-21-0170-00000-GRP1
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 03-26-21-0170-00000-1470
COPELAND WILLARD J R & DOROTHY L
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 03-26-21-0170-00000-1480
LEWAY BERNARD J
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 03-26-21-0170-00000-1490
DEMATTEO DEBORAH E ALT
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 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)
- 03-26-21-0170-00000-1510
ROOT BRADLEY & KATHLEEN M
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
- 03-26-21-0170-00000-ISOA0
VALLEYDALE RO ASSOCIATION INC
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

PARCEL DETAILS:

03-26-21-0170-00000-2000
HOLMAN TANYA DAUER
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

17. 03-26-21-0170-00000-1900
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 ROONEY ALLEN & ROCHE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)

19. 03-26-21-0010-06800-0050
HAUZA 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
PARG 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. 03-26-21-0010-06700-0010
FENDERGAST 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 & M INVESTMENTS LLC
CURRENT FUTURE LAND USE: MIXED USE (MU)
CURRENT ZONING: COMMUNITY COMMERCIAL (C2)

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 shall 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. Landscaping

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)

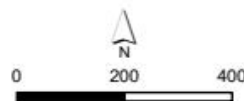
ANNEXATION APPLICATION

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.



Legend

-  Parcels to be Annexed
-  Subject Property Boundary
-  Zephyrhills City Limits



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 portion¹ of the project;*
- 4.012 Acres to be dedicated for Mixed Use:
 - Maximum 80 Multi-Family Units – *Max. of 20 du/ga for this portion¹ 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 11.98 Units per Gross Acres; 347 Max. Residential Units; 172,671 sq. ft. commercial/office space; 0.50 FAR Total Site Area: 29.38 Acres Project Area: 21.32 Acres Retention 8.06 Acres
03-26-21-0010-03600-0000	5.65	Max. 20 du/ga	
03-26-21-0010-05100-0000	10.17	Pasco AC	
03-26-21-0010-06100-0000	1.58	Pasco AR	
03-26-21-0010-06100-0020	0.87	City OP	
03-26-21-0010-06100-0010	1.62	0.50 FAR	
03-26-21-0010-06200-0000	1.24		
03-26-21-0010-06200-0010	3.17		
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.

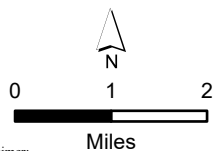
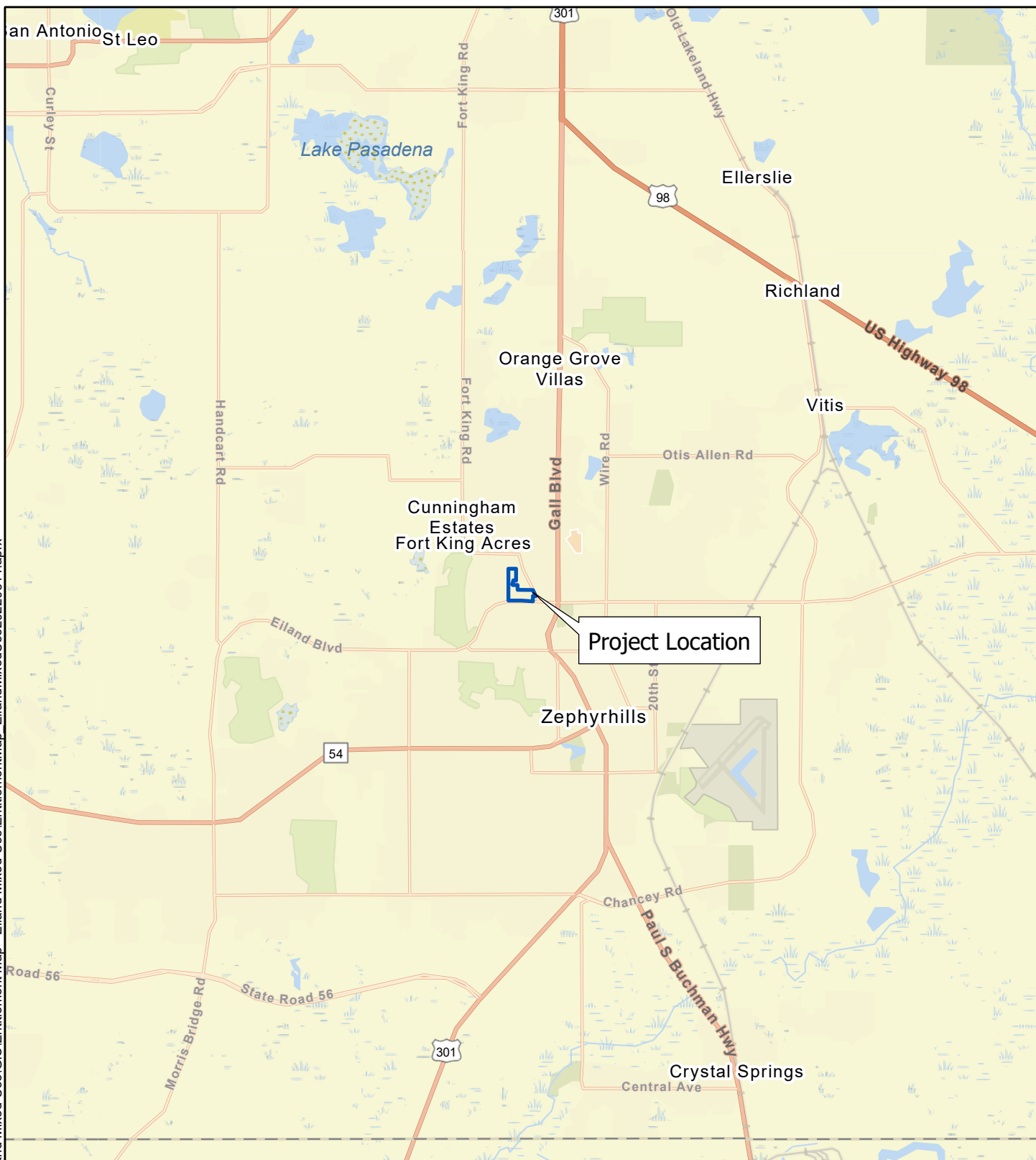
ATTACHMENT 1

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.



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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

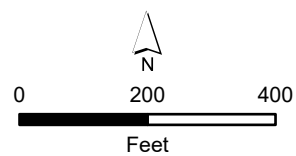
Date: Mar 14, 2022



Legend

- Parcels to be Annexed
- Subject Property Boundary
- Zephyrhills City Limits

Basemap: NearMap November 14, 2021



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

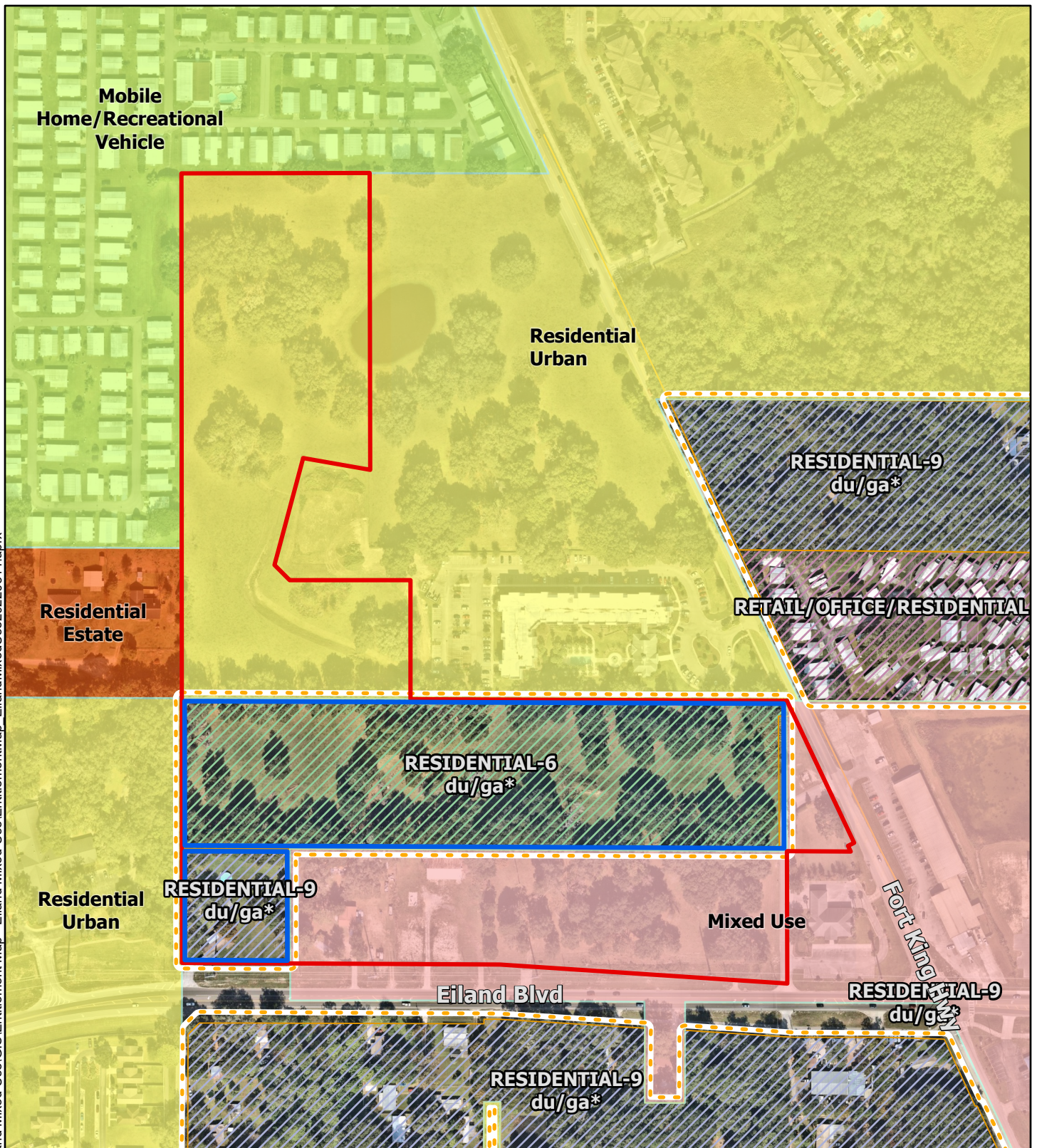
Scale: 1:3,600

Job No.: 9585-00

Date: Mar 14, 2022

ATTACHMENT 2
Future Land Use Maps
Existing Future Land Use
Proposed Future Land Use

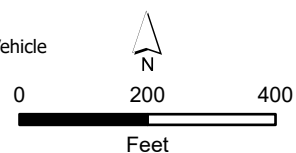
G:\FLA\Projects\golf_coast_const\9972-00 Eiland Mixed-Use\GIS\Entitlement Map - Eiland Mixed-Use\EntitlementMap EilandMixedUse202314.aprx



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

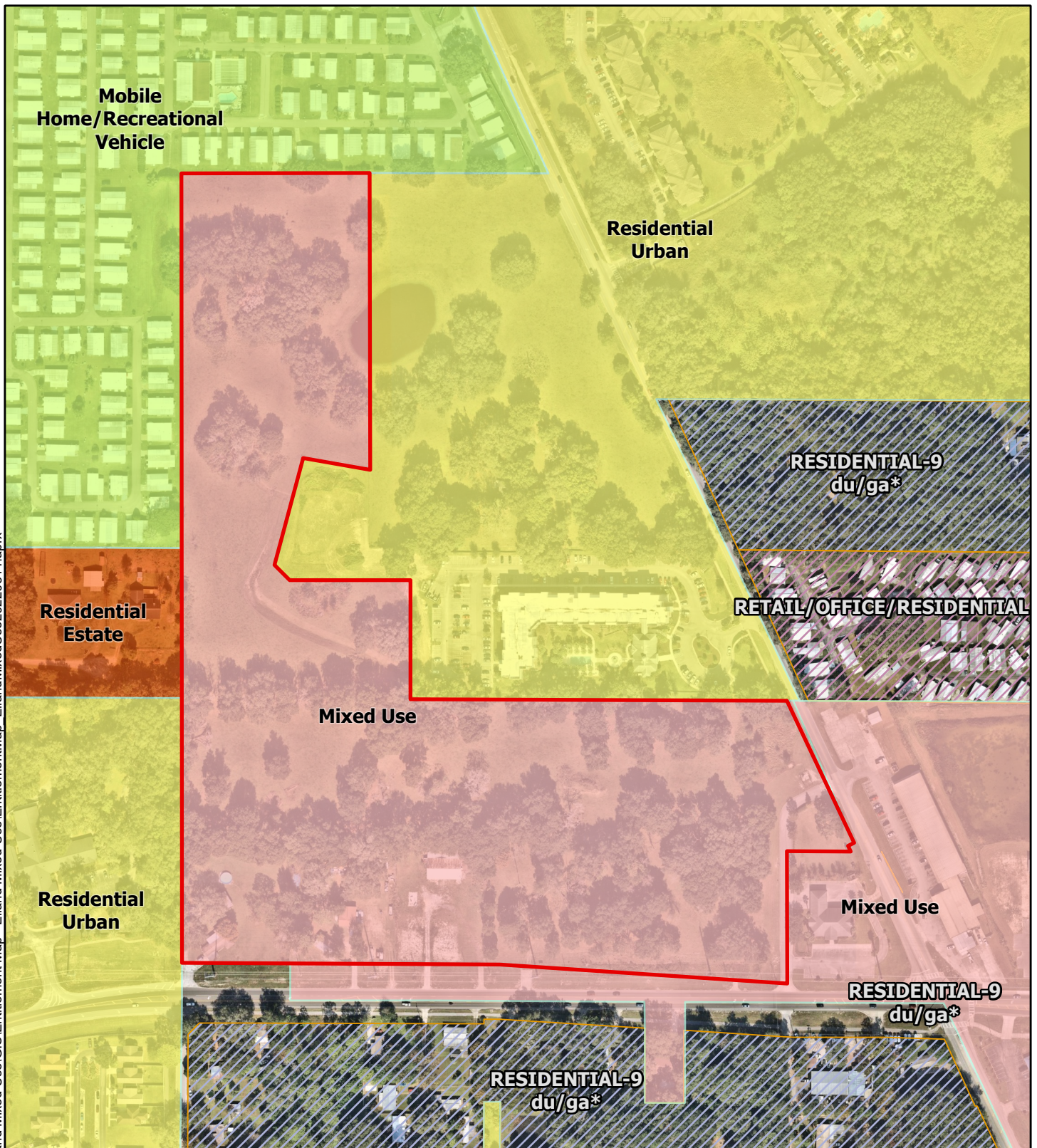
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Job No.: 9585-00

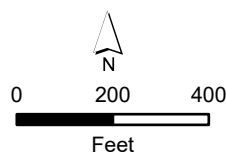
Date: Mar 14, 2022

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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



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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

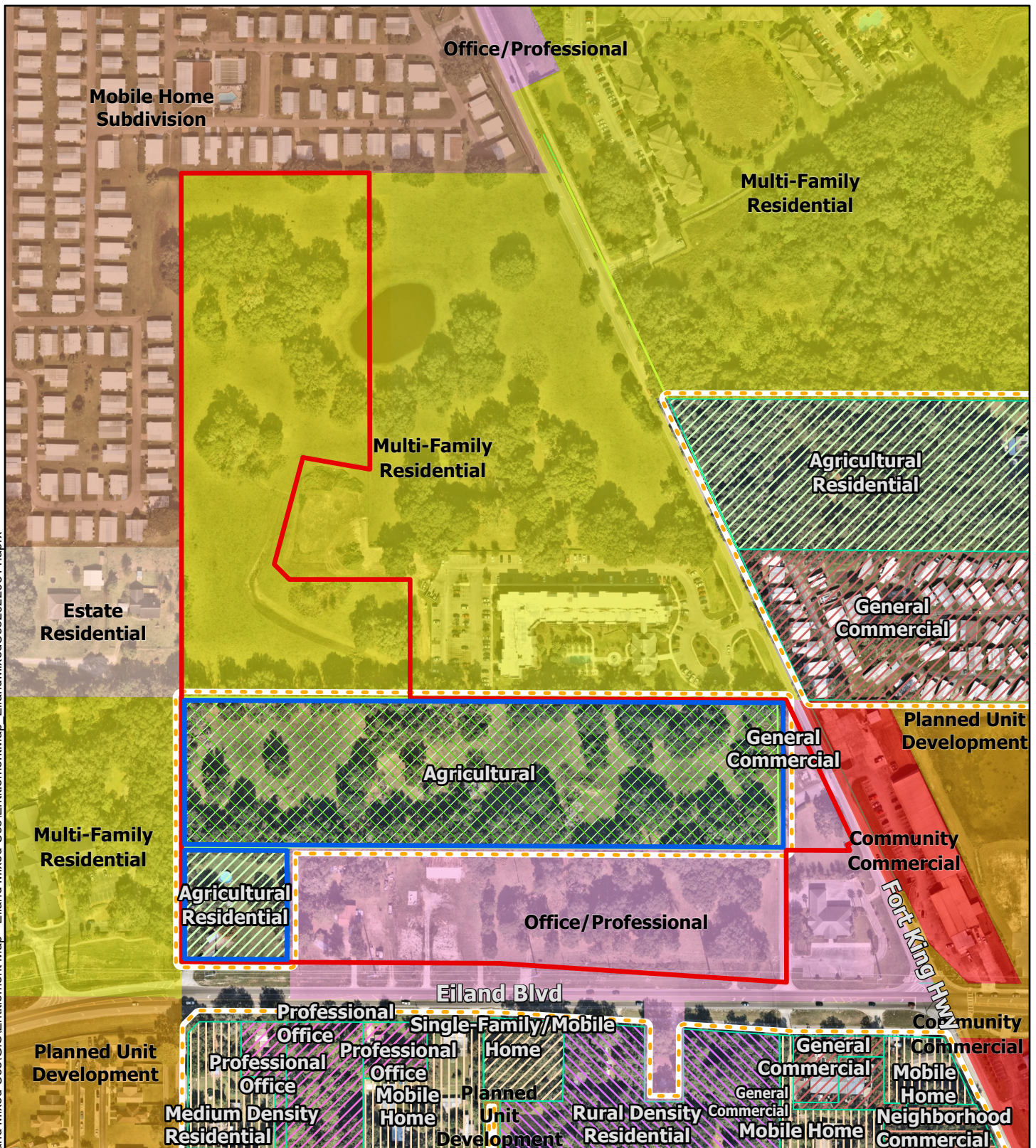
ATTACHMENT 3

Zoning Maps

Existing City & County Zoning

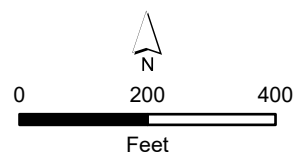
Proposed Zoning

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Legend

- | | |
|---------------------------|----------------------------|
| Parcels to be Annexed | Pasco County Zoning |
| Subject Property Boundary | Agricultural |
| Zephyrhills City Limits | Agricultural Residential |
| Zephyrhills City Zoning | General Commercial |
| Community Commercial | Medium Density Residential |
| Estate Residential | Mobile Home |
| Mobile Home Subdivision | Neighborhood Commercial |
| Multi-Family Residential | Professional Office |
| Office/Professional | Rural Density Residential |
| Planned Unit Development | 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

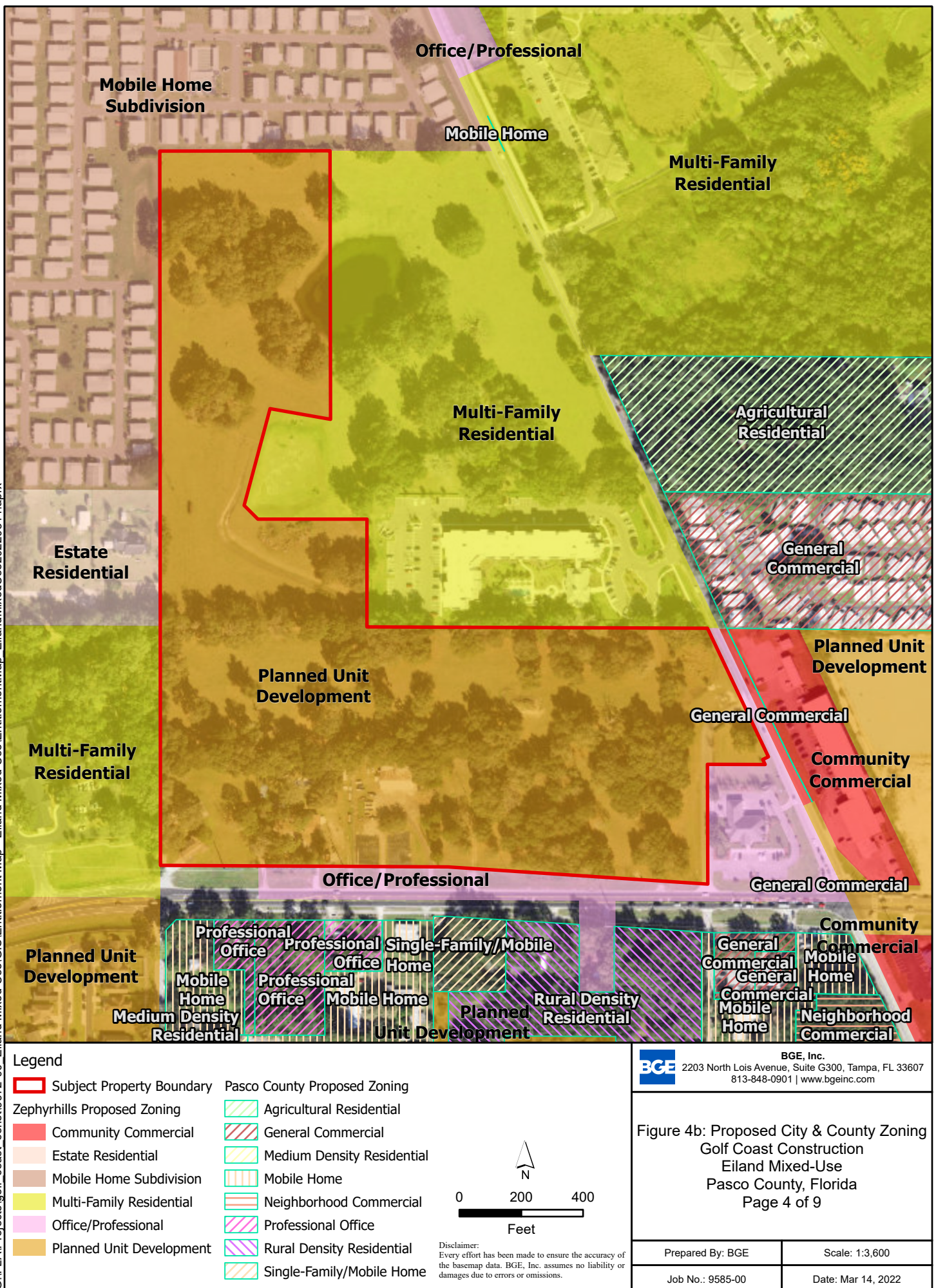
Prepared By: BGE

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Job No.: 9585-00

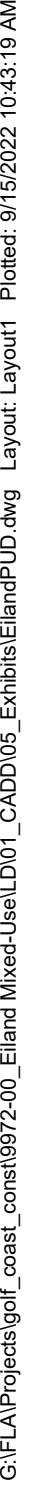
Date: Mar 14, 2022

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ATTACHMENT 4

Eiland Mixed Use PUD Master Plan



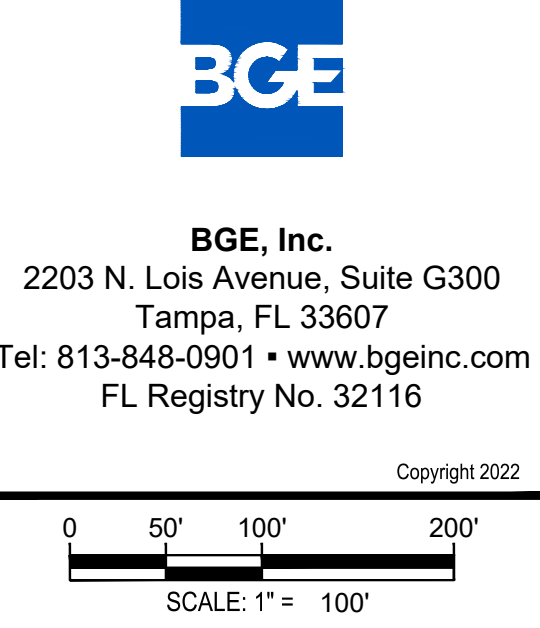
A Parcel of land lying within Section 3, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For A POINT OF REFERENCE coincide at the Southwest corner of the Northeast 1/4 of said Section 3, those N⁰0°32'52", along the West boundary of said Northeast 1/4 of Section 3, a distance of 77.94 feet to the North right-way line of Eland Boulevard; there continue along said West boundary, N⁰0°32'52", a distance of 1.7323 feet; thence N⁸⁹55°15"E, a distance of 1.7323 feet to the North right-way line of Eland Boulevard; there continue along said North right-way line, S⁴⁴°42'55"W, a distance of 42.68 feet to the West boundary of said Northeast 1/4 of Section 3, a distance of 47.10 feet; thence N⁸⁹55°20"E, a distance of 25.84 feet; thence S⁰⁰00°00"E, a distance of 28.01 feet to the North boundary line of Tract 52, ZEPHYRUS COLONY COMPANY, Inc., Plat Book 2, Page 6; thence along the North boundary line of Tract 52, east S¹N⁸⁹°45'20"E, a distance of 325.85 feet to the West right-way line of Fort King Boulevard; thence S²⁵20°35"E, said West right-way line, a distance of 344.78 feet; thence S⁶⁴°22'23"W, a distance of 15.04 feet; thence S²⁵°28'E, a distance of 13.77 feet; thence N⁸⁹°40'00"W, a distance of 139.98 feet; thence S⁰⁰02°28"E, a distance of 29.027 feet to the aforesaid North right-way line of Eland Boulevard; thence along said North right-way line the following two (2) courses: (1) N⁸⁸°14'35"W, a distance of 631.68 feet; (2) N⁸⁹°42'14"E, a distance of 69.23 feet to the POINT OF BEGINNING.

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:

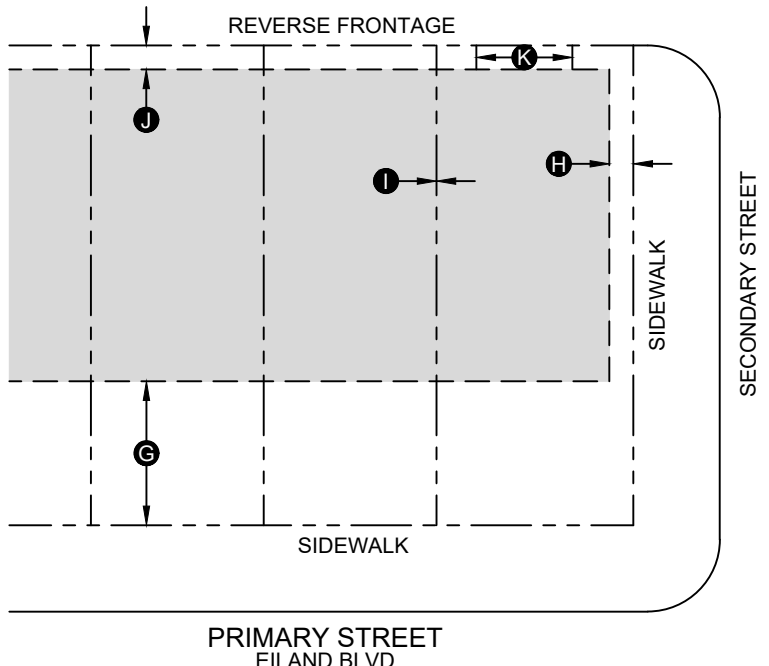
Commence at the Southwest corner of the Northeast 1/4 of said Section 3, thence along the South boundary line of the Northeast 1/4 of said Section 3, South 89°14'31" East 1327.95 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 3, thence along the West boundary line 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 of Elwood Boulevard (Parcel 165) North 88°14'44" West along said right of way a distance of 15.03 feet to the East line of Tract 62 said Zephyrloch Colony, thence North 88°14'44" West along said right of way a distance of 15.03 feet to a curve commencing on the South line of said Zephyrloch Colony, a radius of 50.00 feet, a chord bearing S 11°12'03" East, a chord distance of 59.36 feet, thence Northwesterly 24°51'11" East along said right of way a distance of 10.00 feet to the POINT OF BEGINNING thence East 34°34'39" South 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 34°34'39" South along said right of way a distance of 30.00 feet, thence South 62°34'39" West leaving said right of way a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 28.956 acres, more or less.



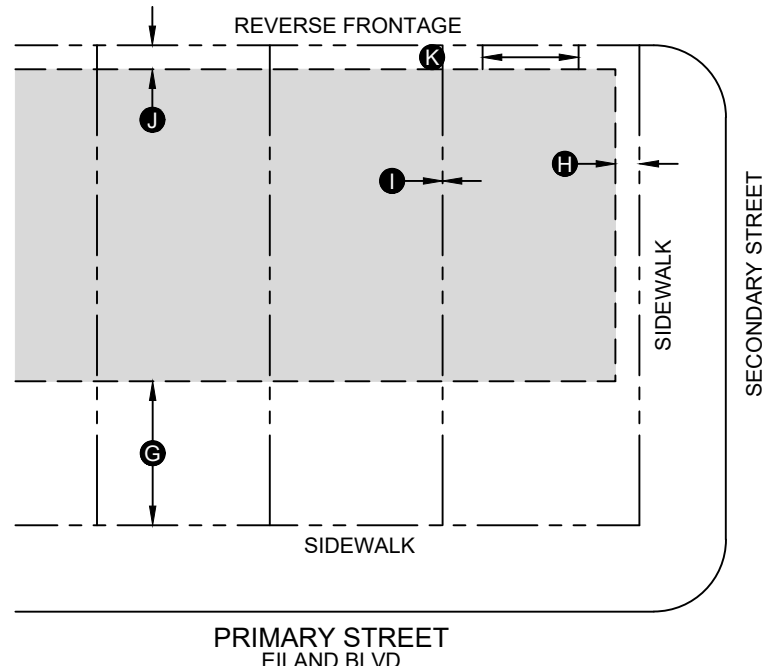
MASTER PLAN

C1-1

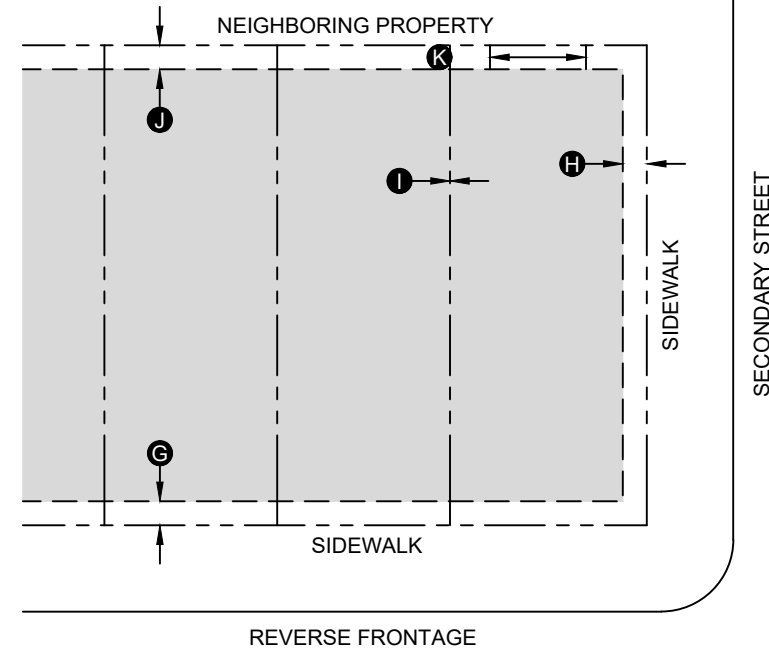


Parking		
Spaces		
Office / Retail / Personal Services		
Ground floor < 3,000 sf		none required
Ground floor > 3,000 sf		1 space / 500 sf
Upper floors		1 space / 1,000 sf
Lodging		1 space/bed
Location (Distance from Property Line)		
Front Setback	30' min.	C
Side Street Setback	5' min.	D
Side Setback	0' min.	F
Rear Setback	5' min.	F
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.		

MF: Multi-Family



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.	C
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 3 for specific regulations for each Use Type.		



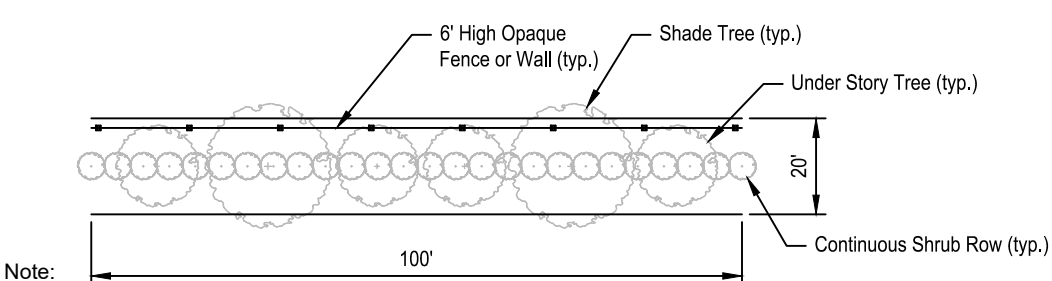
Parking	
Spaces	
Residential	1 spaces/ 1 bedroom 1.5 spaces/ 2 bedrooms 2 spaces/ 3+ bedrooms
Logging	1 space/bed
Location (Distance from Property Line)	
Front Setback	5' min. 
Side Street Setback	5' min. 
Side Setback	5' min. 
Rear Setback	5' min. 
Miscellaneous	
Parking Drive Width	20' max. 
Handicap parking for non-residential uses must be provided on-site.	
See Table 3 for shared parking	
Allowed Use Types*	
Ground Floor	Residential & Logging
Upper Floors	Residential & Logging
See Table 1 for specific regulations for each Use Type.	

The diagrams illustrate three types of parking configurations:

- Angled Parking (60° & 45°):** Shows two rows of cars parked at angles. The top row is at 60° and the bottom row is at 45°. Dimensions are labeled: 'A' is the car width, 'B' is the car length, 'C' is the aisle width between rows, 'D' is the wheelbase, and 'E' is the total aisle width. A yellow arrow indicates the driving path.
- Perpendicular Parking (90°):** Shows two rows of cars parked at 90°. Dimensions are labeled: 'A' is the car width, 'B' is the car length, 'C' is the aisle width between rows, and 'D' is the wheelbase. A yellow arrow indicates the driving path.
- Parallel Parking (0°):** Shows two rows of cars parked parallel to the curb. Dimensions are labeled: 'A' is the car width, 'B' is the car length, 'C' is the aisle width between rows, and 'D' is the wheelbase. A yellow arrow indicates the driving path.

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:

- (2) under story trees can be substituted for shade tree when overhead utilities are within 20 feet from buffer center line.
- Walls and fences will follow ZLDC 7.07.00

Function with Function

RESIDENTIAL RESIDENTIAL

LODGING LODGING

OFFICE OFFICE

RETAIL RETAIL

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 Effective 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:

16. 03-26-21-0170-00000-0000
HOLMAN TANYA DAUER
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
17. 03-26-21-0170-00000-1900
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 ROONEY ALLEN & ROCHE
CURRENT FUTURE LAND USE: MOBILE HOME/RECREATIONAL VEHICLE
CURRENT ZONING: MOBILE HOME SUBDIVISION (M1)
19. 03-26-21-0010-06800-0050
HANZA 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
PARIS 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. 03-26-21-0010-06700-0010
FENDERGAST 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. 03-26-21-0010-06600-0000
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 & M INVESTMENTS LLC
CURRENT FUTURE LAND USE: MIXED USE (MU)
CURRENT ZONING: COMMUNITY COMMERCIAL (C2)

EILAND MIXED-USE

MASTER PLAN UNIT DEVELOPMENT

DETAILS AND NOTES

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. 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-2-2-2:**

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.

**POLICY
PUB 2-2-3:**

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.

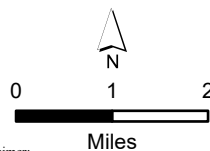
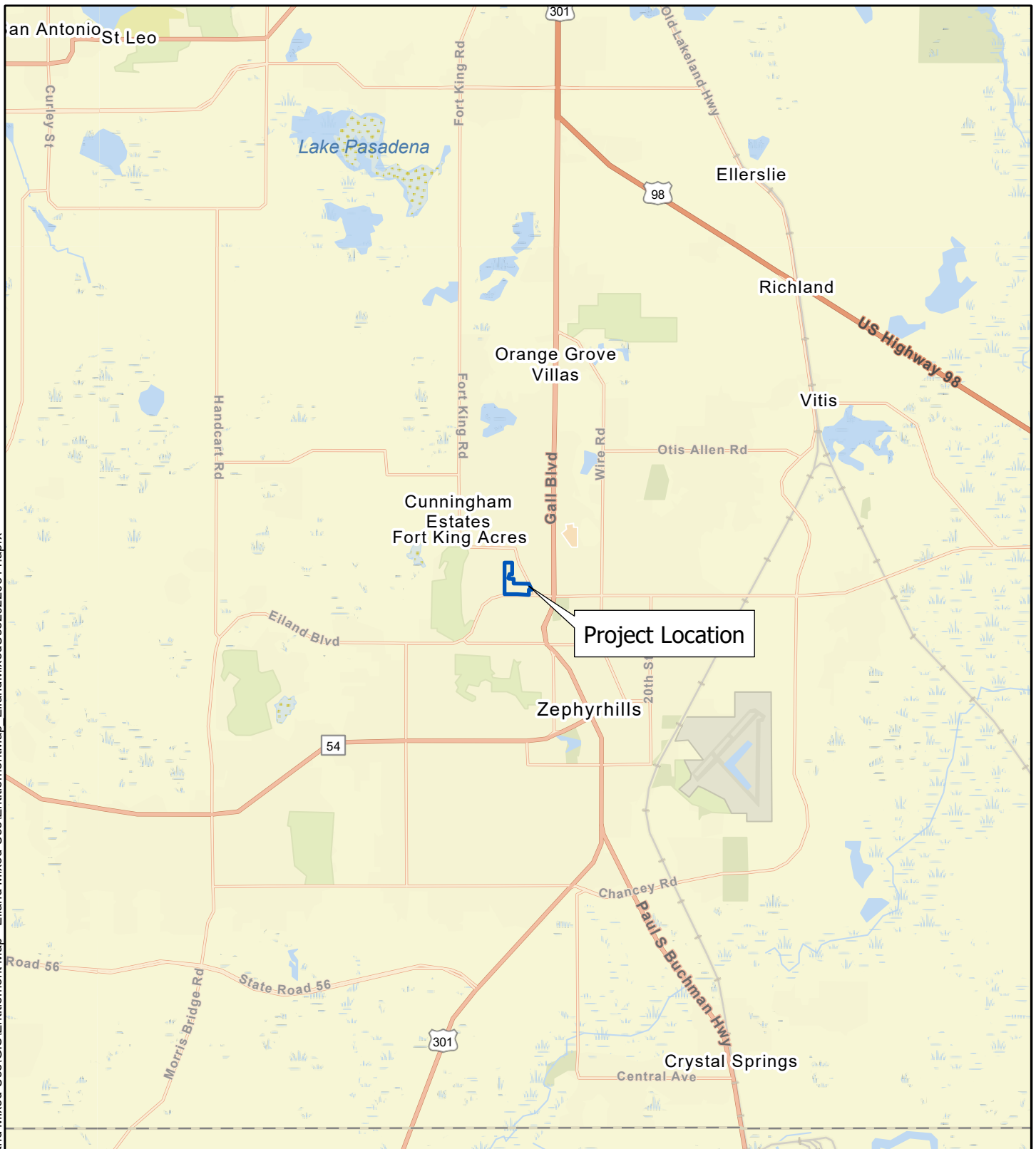
3. RESIDENTIAL IMPACT STATEMENT

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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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

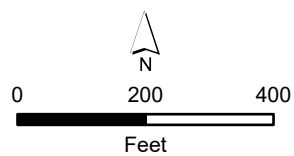
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Legend

-  Parcels to be Annexed
-  Subject Property Boundary
-  Zephyrhills City Limits

Basemap: NearMap November 14, 2021



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Figure 2: Aerial Project Location
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 2 of 9

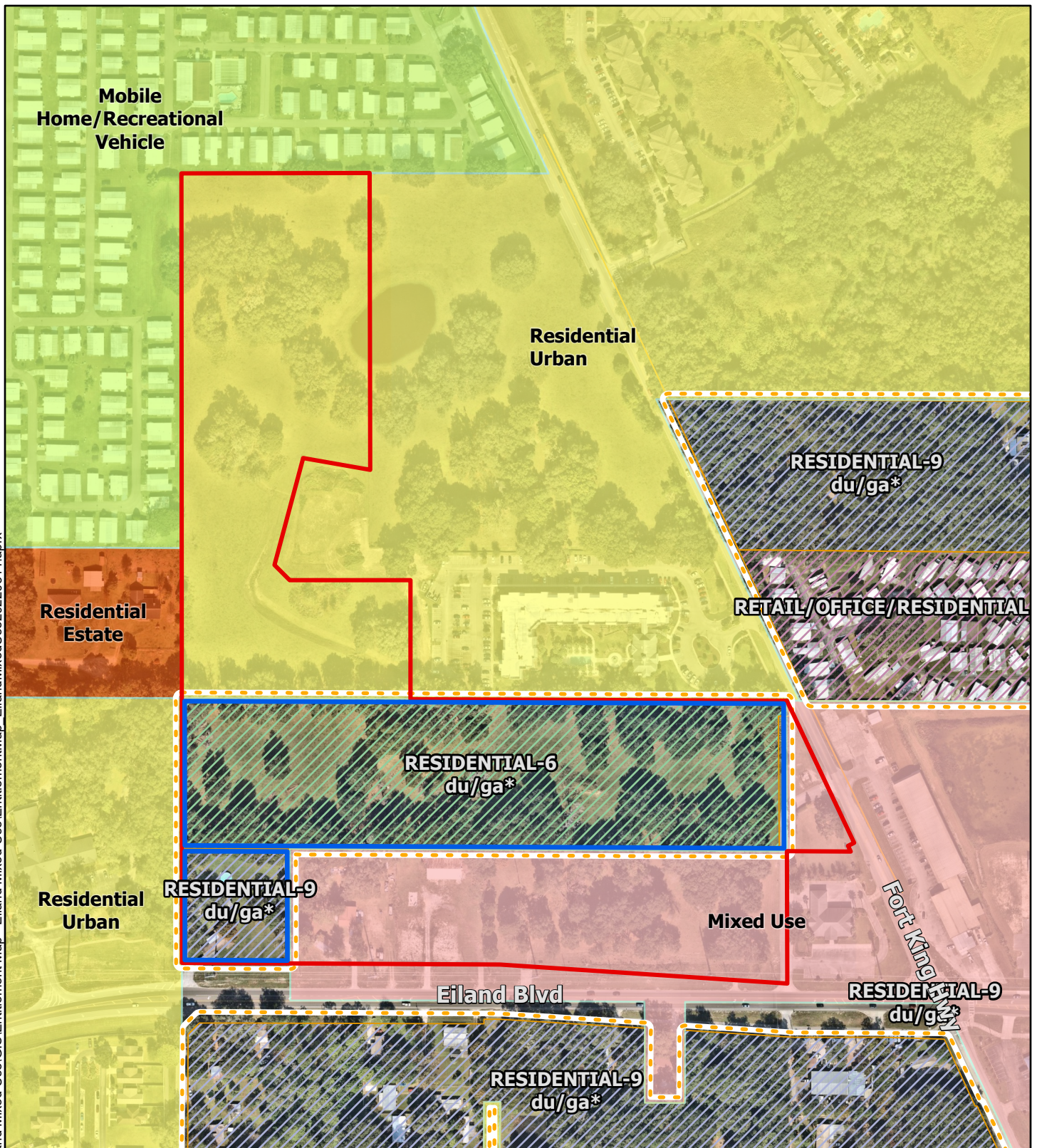
Prepared By: BGE

Scale: 1:3,600

Job No.: 9585-00

Date: Mar 14, 2022

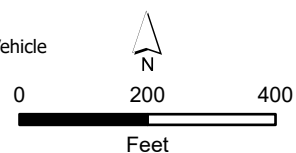
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Legend

- 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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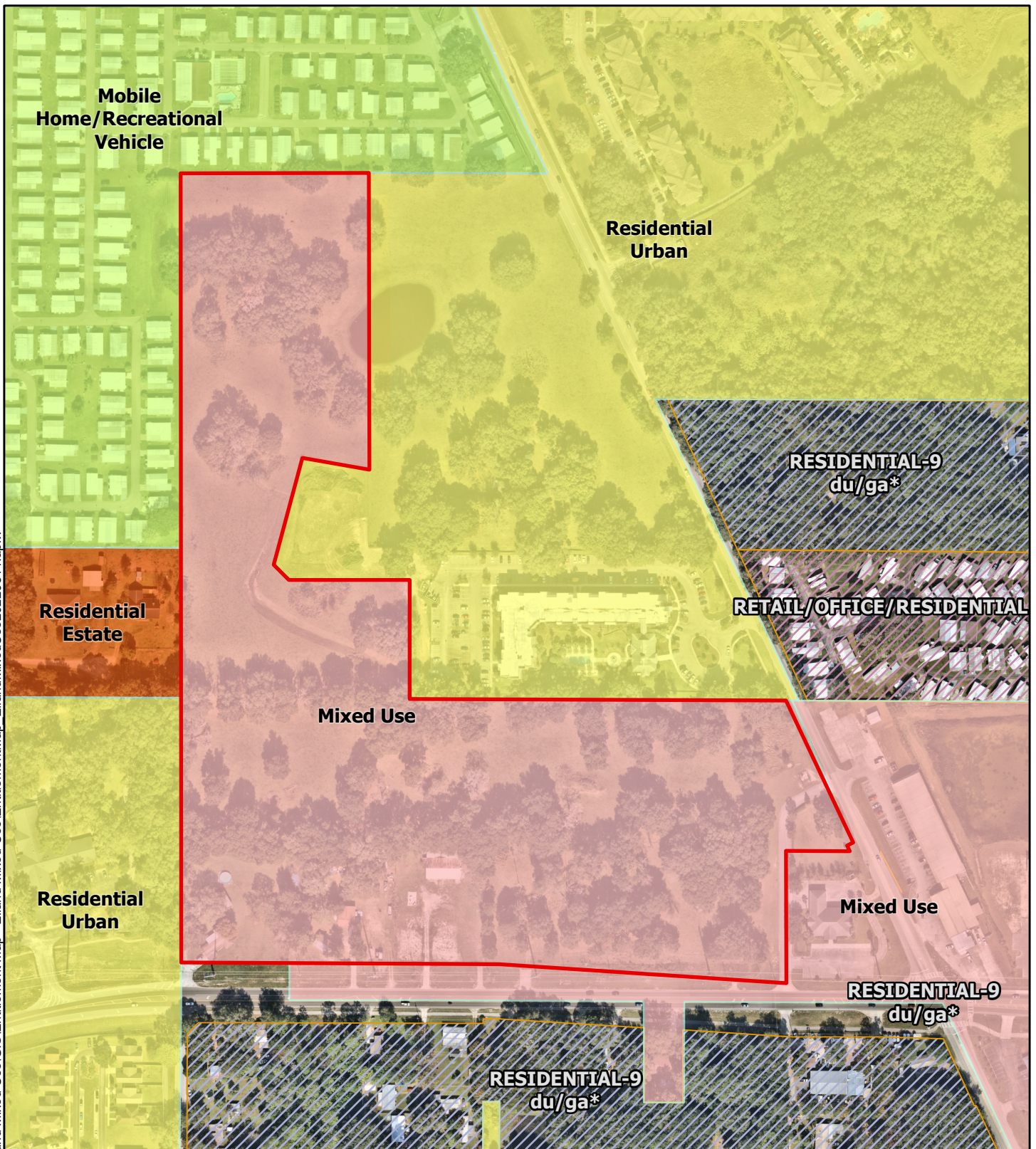
Figure 3a: Existing Future Land Use
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 5 of 9

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Scale: 1:3,600

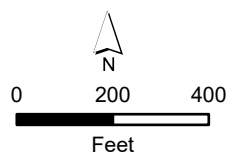
Job No.: 9585-00

Date: Mar 14, 2022



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

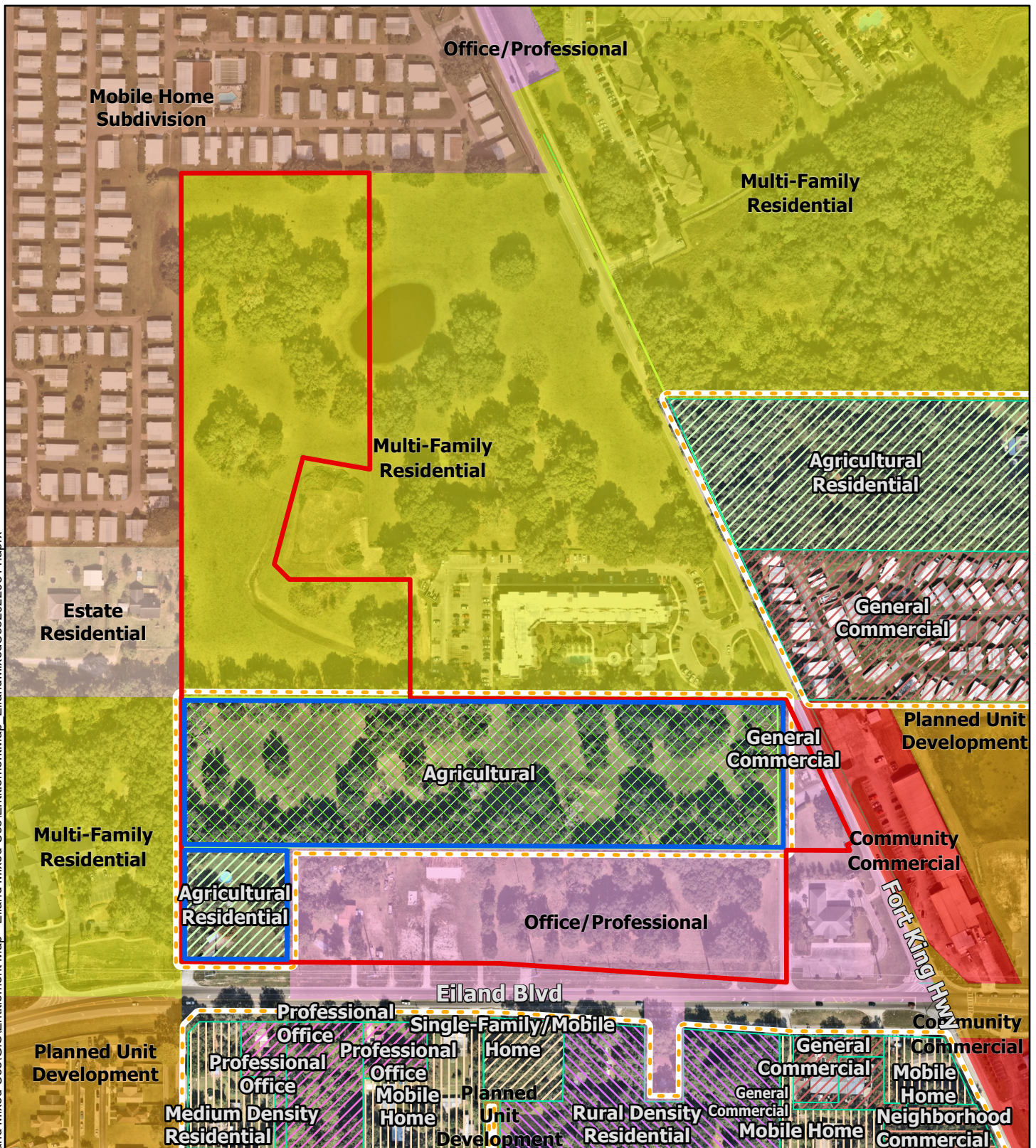
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Job No.: 9585-00

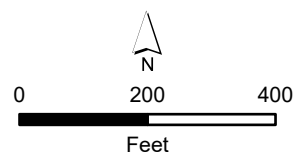
Date: Mar 14, 2022

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Legend

- | | |
|---------------------------|----------------------------|
| Parcels to be Annexed | Pasco County Zoning |
| Subject Property Boundary | Agricultural |
| Zephyrhills City Limits | Agricultural Residential |
| Zephyrhills City Zoning | General Commercial |
| Community Commercial | Medium Density Residential |
| Estate Residential | Mobile Home |
| Mobile Home Subdivision | Neighborhood Commercial |
| Multi-Family Residential | Professional Office |
| Office/Professional | Rural Density Residential |
| Planned Unit Development | 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

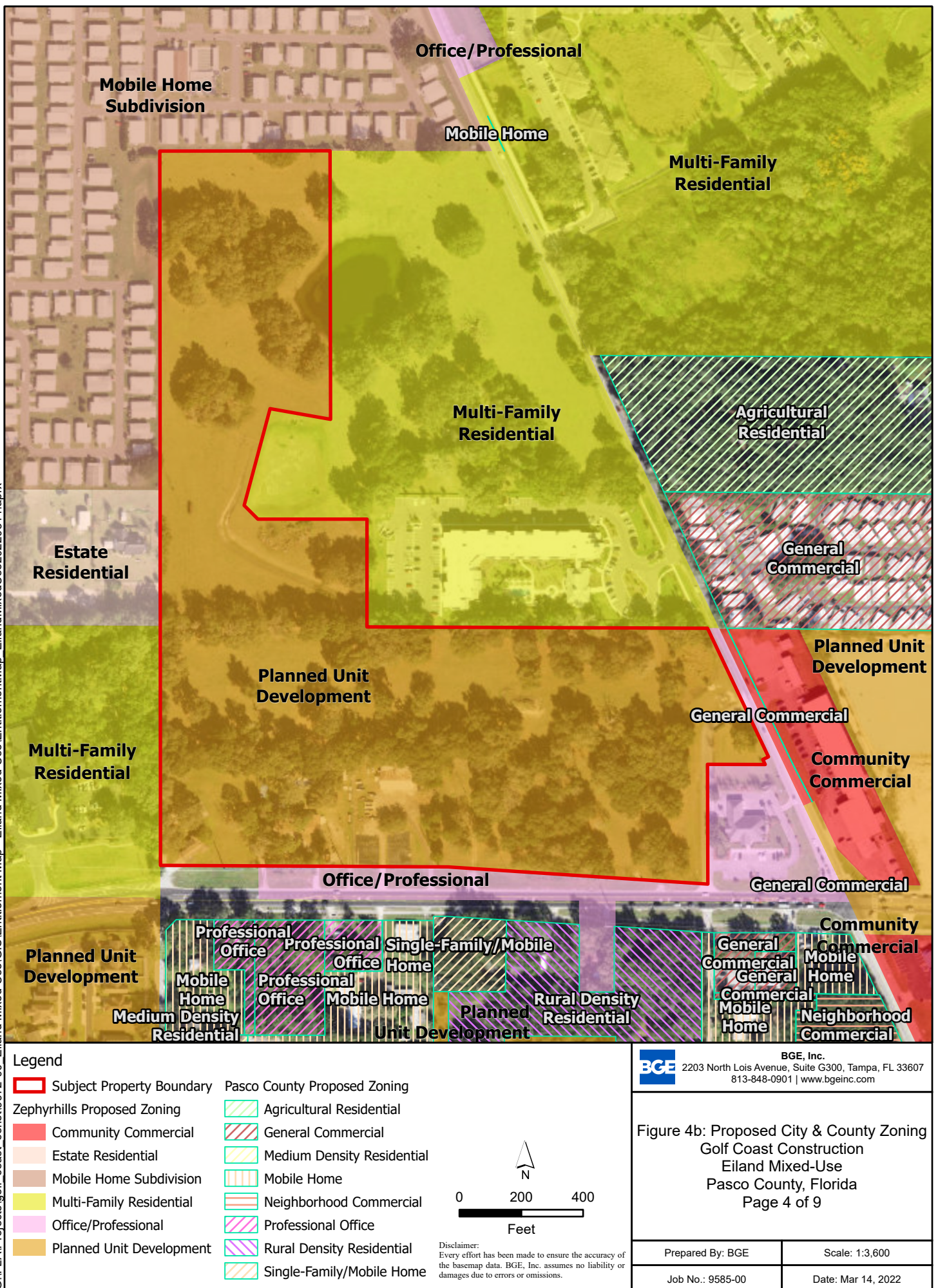
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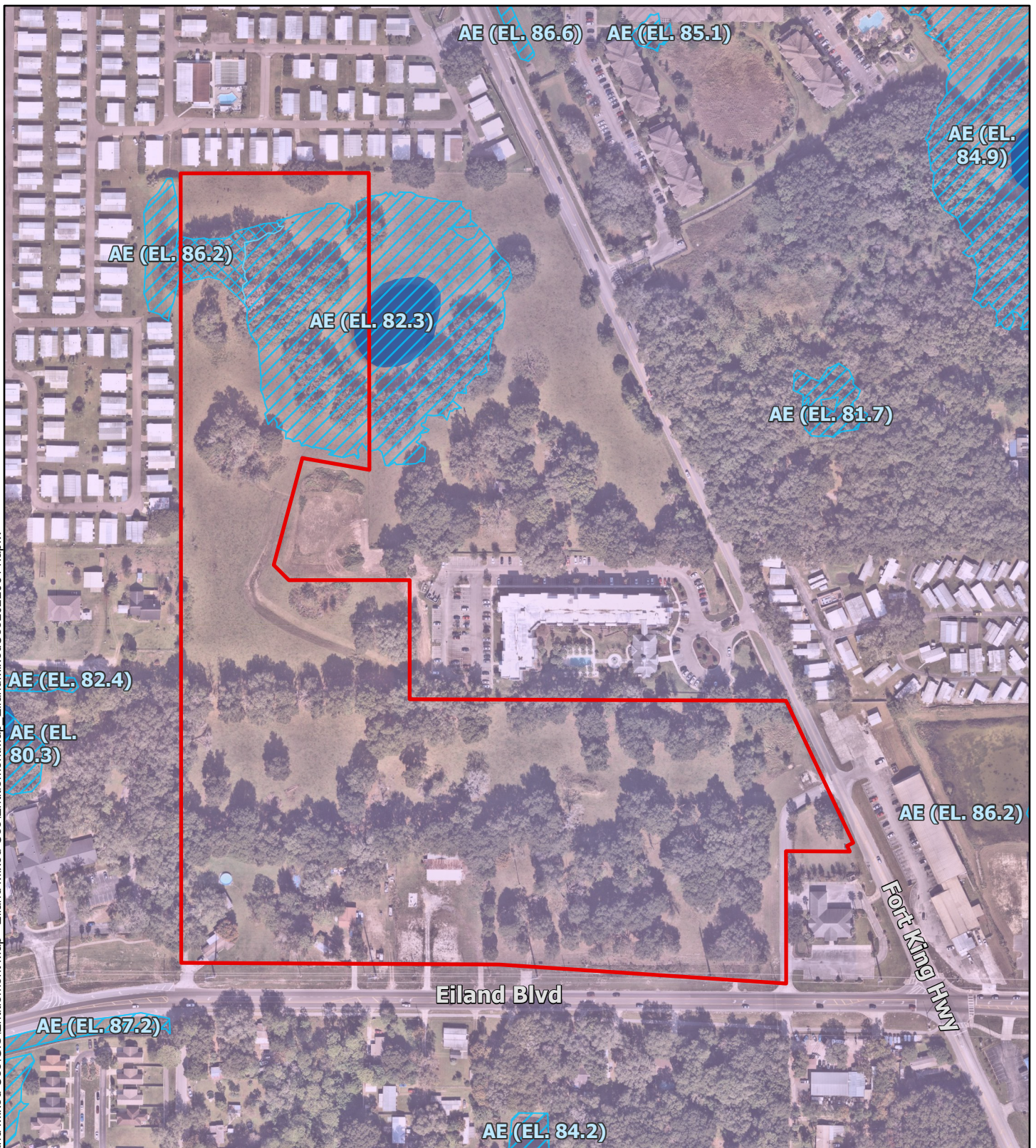
Job No.: 9585-00

Date: Mar 14, 2022

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Legend

 Subject Property Boundary

Lake

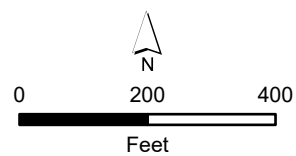
Aquifer Recharge Zone (Recharge 0.01 - 3 inches/yr)

Zone

A

AE

X



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Figure 5a: Floodplains
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 7 of 9

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Scale: 1:3,600

Job No.: 9585-00

Date: Mar 14, 2022

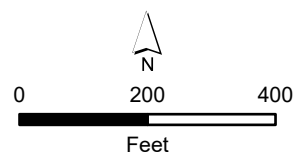


Legend

-  Subject Property Boundary
-  Lake

Wetlands (Pasco County Classification)

-  Type 1
-  Type 2
-  Type 3



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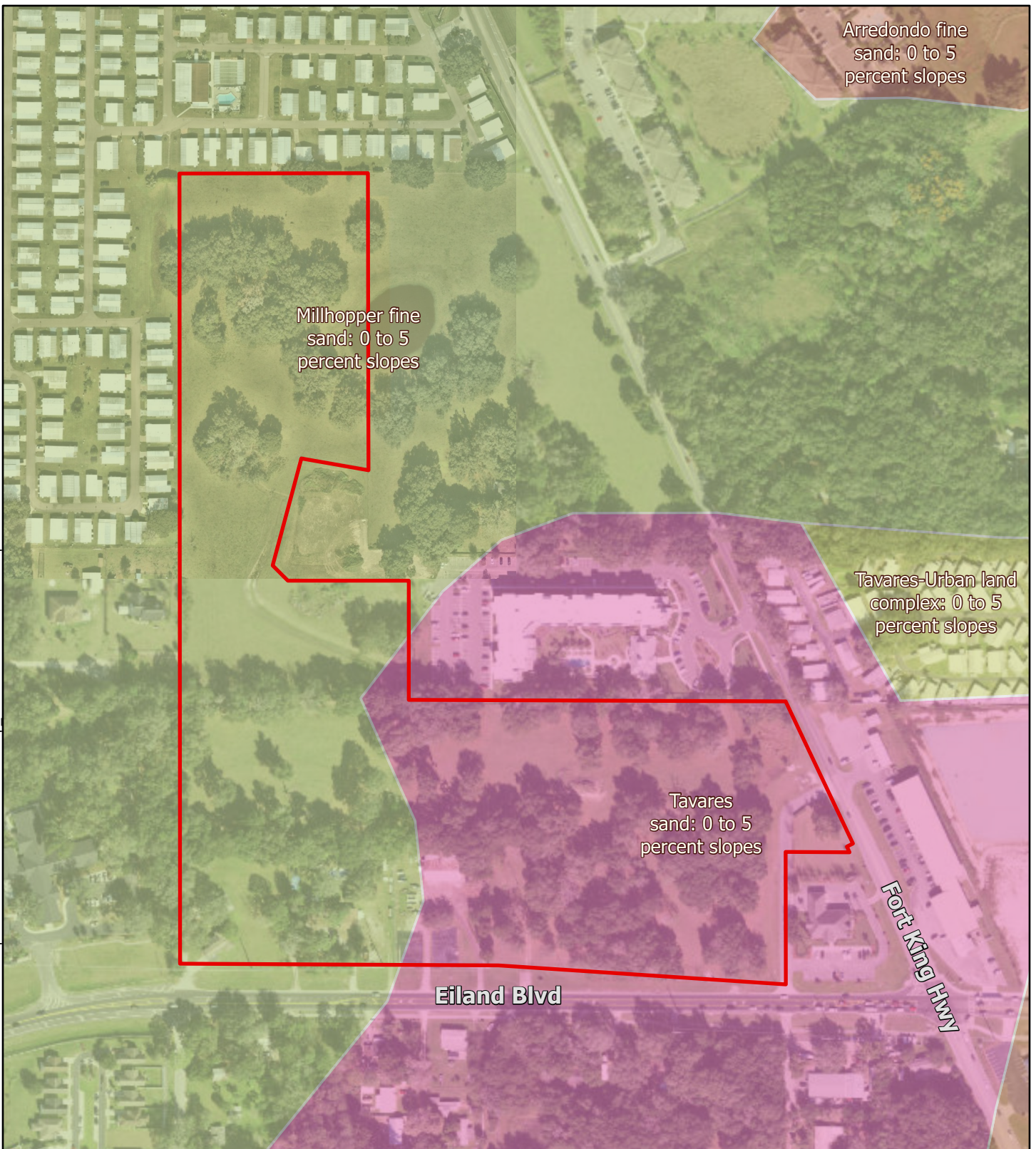
Figure 5b: Wetlands
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 8 of 9

Prepared By: BGE

Scale: 1:3,600

Job No.: 9585-00

Date: Mar 14, 2022



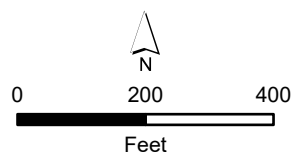
Legend

 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.



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Figure 5c: Natural Resources
Golf Coast Construction
Eiland Mixed-Use
Pasco County, Florida
Page 9 of 9

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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



Eiland Blvd

Zephyrhills, Florida

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Zephyrhills, Florida

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09.14.2022
21-42B

BUSINESS ITEMS/PUBLIC HEARING 4.3

Charter Amendments

First Reading **ORDINANCE NO. 1452-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, CALLING FOR A REFERENDUM TO BE HELD ON APRIL 11, 2023, PROPOSING TO THE ELECTORATE OF THE CITY THAT SECTIONS 11.01, 21.031, 21.11, 32.03, 51.01, 51.041, 51.07 AND TITLE XI OF THE CITY CHARTER BE AMENDED; PROVIDING THAT THESE AMENDMENTS SHALL BE SUBMITTED TO THE ELECTORS OF THE CITY IN THE FORM OF EIGHT PROPOSITIONS ON THE REFERENDUM BALLOT; FIRST PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE THE DATE OF CREATION AND ESTABLISHMENT OF THE CITY OF ZEPHYRHILLS AS SET FORTH IN SECTION 1 OF THIS ORDINANCE BE ADOPTED; SECOND PROPOSITION BEING, SHALL COUNCIL MEMBERS BE ELECTED TO A TERM OF FOUR YEARS AS SET FORTH IN SECTION 2 OF THIS ORDINANCE BE ADOPTED; THIRD PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE FOR THE FINANCE DIRECTOR TO REPORT MONEY DEPOSITS AT QUARTERLY COUNCIL MEETINGS AS SET FORTH IN SECTION 3 OF THIS ORDINANCE BE ADOPTED; FOURTH PROPOSITION BEING, SHALL THE MAYOR BE ELECTED TO A TERM OF FOUR YEARS AS SET FORTH IN SECTION 4 OF THIS ORDINANCE BE ADOPTED; FIFTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED FOR ELECTED OFFICIALS TO TAKE OFFICE AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AFTER THE CANVAS OF VOTE AS SET FORTH IN SECTION 5 OF THIS ORDINANCE BE ADOPTED; SIXTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO REMOVE TIME CONSTRAINTS TO OBTAIN SIGNATURES TO QUALIFY FOR ELECTION AS SET FORTH IN SECTION 6 OF THIS ORDINANCE BE ADOPTED; SEVENTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE THAT CITY COUNCIL ACCEPT AND DECLARE THE RESULTS OF THE ELECTION AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AS SET FORTH IN SECTION 7 OF THIS ORDINANCE BE ADOPTED; EIGHTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE FORMAL REVIEW OF THE CHARTER EVERY TEN (10) YEARS AS SET FORTH IN SECTION 8 OF THIS ORDINANCE BE ADOPTED; SETTING FORTH THE FORM OF THE QUESTIONS TO BE VOTED UPON AT SUCH ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AUTHORITY TO CODIFY; AND PROVIDING FOR AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing**
- B. Council President closes Public Hearing**
- C. City Council considers Ordinance No. 1452-22 on the First Reading**

Issue:

City Council will consider Ordinance No. 1452-22 establishing referendum questions to amend the Charter

Background:

At the November 14, 2022 meeting City Council voted to request an ordinance be drafted to establish referendum questions to amend the City Charter. The eight issues were: 1) include the date of creation and establishment of the City of Zephyrhills; 2) extend the term of City Council members from 3 years to 4 years; 3) Provide for the Finance Director to report money deposits quarterly at Council meetings; 4) extend the term of Mayor from 3 years to 4 years; 5) provide that elected officers take office at the next regularly scheduled Council meeting after the canvas is received from the County Canvassing Board; 6) to remove the time constraints to obtain signatures to qualify for election. The current language only allows candidates a couple days to obtain signatures.; 7) Council will accept and declare the results of the election at the next regularly scheduled Council meeting; 8) provide that City Council shall formally review the Charter every 10 years.

Passage of the ordinance will give to voters the decision to make these proposed changes. If approved, the second reading will be at the December 12, 2022 meeting.

Attachment(s):

1. Ordinance 1452 -22 Charter Revisions - Referendum

Fiscal Impact:

The fiscal impact will be determined once referendum questions are submitted to the Pasco County Supervisor of Elections for review.

Staff Recommendation:

Staff recommends approval of Ordinance No. 1452-22 on the first reading.

ORDINANCE NO. 1452-22

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, CALLING FOR A REFERENDUM TO BE HELD ON APRIL 11, 2023, PROPOSING TO THE ELECTORATE OF THE CITY THAT SECTIONS 11.01, 21.031, 21.11, 32.03, 51.01, 51.041, 51.07 AND TITLE XI OF THE CITY CHARTER BE AMENDED; PROVIDING THAT THESE AMENDMENTS SHALL BE SUBMITTED TO THE ELECTORS OF THE CITY IN THE FORM OF EIGHT PROPOSITIONS ON THE REFERENDUM BALLOT; FIRST PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE THE DATE OF CREATION AND ESTABLISHMENT OF THE CITY OF ZEPHYRHILLS AS SET FORTH IN SECTION 1 OF THIS ORDINANCE BE ADOPTED; SECOND PROPOSITION BEING, SHALL COUNCIL MEMBERS BE ELECTED TO A TERM OF FOUR YEARS AS SET FORTH IN SECTION 2 OF THIS ORDINANCE BE ADOPTED; THIRD PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE FOR THE FINANCE DIRECTOR TO REPORT MONEY DEPOSITS AT QUARTERLY COUNCIL MEETINGS AS SET FORTH IN SECTION 3 OF THIS ORDINANCE BE ADOPTED; FOURTH PROPOSITION BEING, SHALL THE MAYOR BE ELECTED TO A TERM OF FOUR YEARS AS SET FORTH IN SECTION 4 OF THIS ORDINANCE BE ADOPTED; FIFTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED FOR ELECTED OFFICIALS TO TAKE OFFICE AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AFTER THE CANVAS OF VOTE AS SET FORTH IN SECTION 5 OF THIS ORDINANCE BE ADOPTED; SIXTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO REMOVE TIME CONSTRAINTS TO OBTAIN SIGNATURES TO QUALIFY FOR ELECTION AS SET FORTH IN SECTION 6 OF THIS ORDINANCE BE ADOPTED; SEVENTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE THAT CITY COUNCIL ACCEPT AND DECLARE THE RESULTS OF THE ELECTION AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AS SET FORTH IN SECTION 7 OF THIS ORDINANCE BE ADOPTED; EIGHTH PROPOSITION BEING, SHALL THE CHARTER BE AMENDED TO PROVIDE FORMAL REVIEW OF THE CHARTER EVERY TEN (10) YEARS AS SET FORTH IN SECTION 8 OF THIS ORDINANCE BE ADOPTED; SETTING FORTH THE FORM OF THE QUESTIONS TO BE VOTED UPON AT SUCH ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AUTHORITY TO CODIFY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills has reviewed the City Charter and has determined that it would be in the best interest of the City of Zephyrhills to amend the City Charter, as set forth in this Ordinance; and

WHEREAS, The City Council of the City of Zephyrhills deems approval of this Ordinance to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Zephyrhills and the public at large.

WHEREAS, two public hearings were held by the City Council on this Ordinance on

The 28th of November 2022; and

The 12th of December 2022;

WHEREAS, due public notice of hearings was given by the City Council on November 17th, 2022 and December 1st, 2022;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. Section 11.01 – MUNICIPALITY CREATED, of the City Charter shall be amended to read as follows:

That a municipality to be known and designated as the City of Zephyrhills is hereby created and established in Pasco County, November 17, 1914.

Said Amendment shall be submitted to the electors of the City for approval or disapproval at the same time, form and manner as set forth in herein of this Ordinance and shall be placed on the ballot in the form of the following proposition.

CITY OF ZEPHYRHILLS REFERENDUM PROPOSITION NO. 1.

“PROPOSITION ONE”

SHALL SECTION 11.01 – MUNICIPALITY CREATED OF THE CHARTER OF THE CITY OF ZEPHYRHILLS, FLORIDA, BE AMENDED TO PROVIDE THE DATE OF CREATION AND ESTABLISHMENT OF THE CITY OF ZEPHYRHILLS?

☐ YES - In favor of adopting amendment to City Charter

☐ NO - Not in favor of adopting amendment to City Charter

Section 2. **Section 21.031 - - Elections and Terms, of the City Charter shall be amended to read as follows:**

- (1) Commencing with the regular municipal election of April 11th, 2023, and at the regular municipal election each four (4) years thereafter, one City Council Member shall be elected for a term of four (4) years.*
- (2) Commencing with the regular municipal election of April 9th, 2024, and at the regular municipal election each four (4) years thereafter, two City Council Members shall be elected for a term of four (4) years.*
- (3) Commencing with the regular municipal election of April 8th, 2025, two City Council Members shall be elected for a term of four (4) years and at the regular municipal election each four (4) years thereafter.*

Said Amendment shall be submitted to the electors of the City for approval or disapproval at the same time, form and manner as set forth in herein of this Ordinance and shall be placed on the ballot in the form of the following proposition.

CITY OF ZEPHYRHILLS REFERENDUM PROPOSITION NO. 2.

“PROPOSITION TWO”

SHALL SECTION 21.031 – ELECTIONS AND TERMS OF THE CHARTER OF THE CITY OF ZEPHYRHILLS, FLORIDA, BE AMENDED AS SET FORTH IN SECTION 2 OF ORDINANCE NO. 1452-22 OF THE CITY OF ZEPHYRHILLS, TO PROVIDE FOR FOUR (4) YEAR TERMS OF OFFICE FOR CITY COUNCIL MEMBERS?

☐ YES - In favor of adopting amendment to the City Charter

☐ NO - Not in favor of adopting amendment to the City Charter

Section 3. **Section 21.11 – Designation of Depositories, of the City Charter shall be amended to read as follows:**

The City Council shall, by resolution, designate from time to time such banks to be the depositories of the funds of said City, and the Finance Director shall be required to

deposit day by day such funds of the City as may come into said director's hands in said banks to the credit of the City, and shall be required to present quarterly at Council Meetings a report of all such monies collected and deposited in said banks by the Finance Director; the City Council may, by resolution require such banks acting as City depository, to give such bond as they deem proper, for the safekeeping of all City funds entrusted to their care, said depository only to pay out said funds upon a written order signed by the President of the City Council, attested by the City Manager.

Said Amendment shall be submitted to the electors of the City for approval or disapproval at the same time, form and manner as set forth in herein of this Ordinance and shall be placed on the ballot in the form of the following proposition.

CITY OF ZEPHYRHILLS REFERENDUM PROPOSITION NO. 3.

“PROPOSITION THREE”

SHALL SECTION 21.11 – DESIGNATION OF DEPOSITORIES OF THE CHARTER OF THE CITY OF ZEPHYRHILLS, FLORIDA, BE AMENDED AS SET FORTH IN SECTION 3 OF ORDINANCE NO. 1452-22 OF THE CITY OF ZEPHYRHILLS, TO PROVIDE FOR THE FINANCE DIRECTOR TO REPORT MONEY DEPOSITS QUARTERLY AT COUNCIL MEETINGS?

_____ YES - In favor of adopting amendment to the City Charter

_____ NO - Not in favor of adopting amendment to the City Charter

Section 4. Section 32.03 – Election and Term, of the City Charter shall be amended to read as follows:

At the regular municipal election of April 11th, 2023, the Mayor shall be elected by the qualified voters of the City for a term of four (4) years and at the regular municipal election every four (4) years thereafter, the Mayor shall be elected for a term of four (4) years.

Said Amendment shall be submitted to the electors of the City for approval or disapproval at the same time, form and manner as set forth in herein of this Ordinance and shall be placed on the ballot in the form of the following proposition.

CITY OF ZEPHYRHILLS REFERENDUM PROPOSITION NO. 4.

“PROPOSITION FOUR”

SHALL SECTION 32.03 - ELECTION AND TERM OF THE CHARTER OF THE CITY OF ZEPHYRHILLS, FLORIDA, BE AMENDED TO PROVIDE FOR FOUR (4) YEAR TERMS OF OFFICE FOR THE MAYOR?

_____ YES - In favor of adopting amendment to the City Charter

_____ NO - Not in favor of adopting amendment to the City Charter

Section 5. Section 51.01 – Time of Holding, of the City Charter shall be amended to read as follows:

A general election for the choosing of officers of said City shall be held on the Second Tuesday in April of each year, and officers elected shall qualify and take office at the next

regularly scheduled Council meeting after the canvas is received from the County Canvassing Board.

Said Amendment shall be submitted to the electors of the City for approval or disapproval at the same time, form and manner as set forth in herein of this Ordinance and shall be placed on the ballot in the form of the following proposition.

CITY OF ZEPHYRHILLS REFERENDUM PROPOSITION NO. 4.

“PROPOSITION FIVE”

SHALL SECTION 51.01 – TIME OF HOLDING OF THE CHARTER OF THE CITY OF ZEPHYRHILLS, FLORIDA, BE AMENDED TO PROVIDE THAT ELECTED OFFICERS SHALL TAKE OFFICE AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AFTER THE CANVAS IS RECEIVED FROM THE COUNTY CANVASSING BOARD?

_____ YES - In favor of adopting amendment to the City Charter

_____ NO - Not in favor of adopting amendment to the City Charter

Section 6. Section 51.041 – Qualification of Candidates, of the City Charter shall be amended to read as follows:

Any person seeking the office of either City Council or Mayor, must be a qualified and registered voter of the City of Zephyrhills and have been a resident of the City for a six-month period immediately preceding the next election to qualify for any City elective office.

Resident. In order for a candidate to be a resident of the City, that candidate must have his or her primary physical residence and dwelling with the boundaries of the City at all times material, prior to election and during the entire term. It is the intent of this Charter that the term “resident” as used herein to describe any period seeking or holding elective office in the City shall be strictly construed.

Filing Fees and Nominating Petitions. The City Council may set filing fees to be paid by candidates at the time of qualifying to run for elective office. The nomination of all candidates for elective offices shall be made by nominating petitions. The name of any elector of the City having the necessary qualifications to hold the office may be nominated for the election to such office when a petition shall be filed with the City Clerk, signed by not less than twenty-five (25) registered voters of the City. The signatures to a nominating petition need not all be on one paper.

Sample Form:

Such nominating petition shall be substantially in the following form:

“We the undersigned, being registered voters of the City of Zephyrhills, hereby present (here write name of candidate) whose residence is in the City of Zephyrhills, as a candidate for election to the office of (here insert name of office) at the election to be held in the City of Zephyrhills on the ____ day of _____, 20__.

(Name and Address of Petitioner) (Date of Signing)”

All papers comprising such petition shall be securely fastened together and filed as one petition with the City Clerk during the designated qualifying period prior to the election.

Said Amendment shall be submitted to the electors of the City for approval or disapproval at the same time, form and manner as set forth in herein of this Ordinance and shall be placed on the ballot in the form of the following proposition.

CITY OF ZEPHYRHILLS REFERENDUM PROPOSITION NO. 6.

“PROPOSITION SIX”

SHALL SECTION 51.041 – QUALIFICATION OF CANDIDATES OF THE CHARTER OF THE CITY OF ZEPHYRHILLS, FLORIDA, BE AMENDED AS SET FORTH IN SECTION 6 OF ORDINANCE NO. 1452-22 OF THE CITY OF ZEPHYRHILLS, TO REMOVE THE TIME CONSTRAINTS TO OBTAIN SIGNATURES TO QUALIFY FOR ELECTION?

_____ YES - In favor of adopting amendment to the City Charter

_____ NO - Not in favor of adopting amendment to the City Charter

Section 7. Section 51.07 – Canvass of Returns, of the City Charter shall be amended to read as follows:

The City Council shall receive the returns of all City elections, and shall accept the canvas from the County Canvassing Board of the same at the next regularly scheduled Council meeting after said returns are received by them, and shall declare the results thereof, which shall be spread upon their minutes. The City Council may by resolution extend the time for a period not to exceed five (5) days.

Said Amendment shall be submitted to the electors of the City for approval or disapproval at the same time, form and manner as set forth in herein of this Ordinance and shall be placed on the ballot in the form of the following proposition.

CITY OF ZEPHYRHILLS REFERENDUM PROPOSITION NO. 7.

“PROPOSITION SEVEN”

SHALL SECTION 51.07 – CANVASS OF RETURNS OF THE CHARTER OF THE CITY OF ZEPHYRHILLS, FLORIDA, BE AMENDED AS SET FORTH IN SECTION 7 OF ORDINANCE NO. 1452-22 OF THE CITY OF ZEPHYRHILLS, TO PROVIDE THAT CITY COUNCIL WILL ACCEPT AND DECLARE THE RESULTS OF THE ELECTION AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING?

_____ YES - In favor of adopting amendment to the City Charter

_____ NO - Not in favor of adopting amendment to the City Charter

Section 8. TITLE XI – Charter Amendment, of the City Charter shall be amended to read as follows:

This Charter may be amended in accordance with Section 166.031, Florida Statutes, as amended and shall be formerly reviewed by City Council every ten (10) years.

Said Amendment shall be submitted to the electors of the City for approval or disapproval at the same time, form and manner as set forth in herein of this Ordinance and shall be placed on the ballot in the form of the following proposition.

CITY OF ZEPHYRHILLS REFERENDUM PROPOSITION NO. 8.

“PROPOSITION EIGHT”

SHALL TITLE XI – CHARTER AMENDMENT OF THE CHARTER OF THE CITY OF ZEPHYRHILLS, FLORIDA, BE AMENDED AS SET FORTH IN SECTION 8 OF ORDINANCE NO. 1452-22 OF THE CITY OF ZEPHYRHILLS, TO PROVIDE THAT CITY COUNCIL FORMALLY REVIEW THE CHARTER EVERY TEN (10) YEARS?

_____ YES - In favor of adopting amendment to the City Charter

_____ NO - Not in favor of adopting amendment to the City Charter

Section 9. The City Clerk shall cause of notice of this election called for the purpose of presenting the subject of Charter revision to a vote of the electorate to be published in accordance with the provisions of Section 100.342, Florida Statutes, at least twice, once in the fifth week and once in the third week prior to the week in which the referendum is to be held; provided that the first publication shall take place at least thirty (30) days before the date fixed for the referendum and shall be published in a newspaper of general circulation within the City.

Section 10. All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

Section 11. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 12. Specific authority is hereby given to codify this Ordinance.

Section 13. This Ordinance shall become effective immediately upon adoption. The amended section of the Charter as set forth in Section 1 and Section 2 hereinabove shall become effective upon certification of the election, if the question to be voted upon provided hereinabove receives an affirmative vote of the majority of the votes cast at the election held on April 11, 2023.

The foregoing Ordinance No. 1452-22 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 28th day of November, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson Council President

The foregoing Ordinance No. 1452-22 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 12th day of December 12, 2022.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance No. 1452-22 was approved by me on this 12th day of December, 2022.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney



Staff Report

To: Mayor Whitfield & Planning Commission
From: Audrey McGuire, *Historic Preservation Specialist/Community Planner*
Re: USE-0009-22_Trump Place Boat & RV Storage
Date: November 15, 2022

I. BACKGROUND INFORMATION

Request for conditional use submitted by RCE Investment Group, LLC for a recreational vehicle storage facility on approximately 2.57 acres of real property generally located on the east side of Trump Place, north of Correia Drive in the Park Place Industrial Park. The Land Development Code currently requires that recreational vehicle storage uses in LI zoning be considered as a conditional use.

SUBJECT PROPERTY

Location: 19-26-22-0010-00000-0090 2.57 acres MOL No Address Assigned

Property Owners: RCE Investment Group, LLC (Trump Place Boat & RV Storage)
29619 Morningmist Drive
Wesley Chapel, FL 33543

II. DATA & ANALYSIS

STANDARDS OF A CONDITIONAL USE

The Part 11.10.00 of the Land Development Code establishes standards which are required to be met in order for a Conditional Use to be granted. The standards are outlined below with a statement on compliance to the standards specific to this project.

1. **The proposed conditional use will not adversely affect or contribute to the deterioration or quality of life or property values in the immediate neighborhood.**
 - a. The project is located within the Park Place Industrial Park containing light industry and storage uses, and therefore is not anticipated to negatively impact or contribute to deterioration of quality of life/property values in the area.
2. **The proposed conditional use is consistent with the character and existing land use patterns in the surrounding area.**
 - b. The project is consistent with the character and existing land use patterns in the surrounding area. Surrounding area uses include:
 - North – Zephyrhills Municipal Airport; vacant/undeveloped industrial lands
 - South – Light industrial uses

- East – Vacant/undeveloped industrial/agriculture lands
 - West – Light industrial uses including recreational vehicle storage; Zephyrhills Municipal Airport
3. **The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety.**
 - a. Recreational vehicle storage facilities are low-traffic generators and will therefore not create or excessively increase traffic or parking congestion in the area.
 4. **The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas.**
 - a. The Subject Property has adequate access to Chancey Road via Trump Place.
 - b. The Subject Property is not located within a basin of special concern but is adjacent to a wetland area. The proposed project will be required to establish a 30-foot setback from the wetland boundary and 15-foot buffer landward, and adhere to the Standards of Part 4.01.00, LDC, *Protection of Environmentally Sensitive Lands*. Site development plans (including stormwater retention and drainage) shall be designed in accordance with the city's standards and SWFWMD/FDEP ERP stormwater criteria; and permits obtained from SWFWMD and FDEP as may be applicable.
 - c. Adequate parking for recreational vehicles storage is designed.
 5. **The site upon which the conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas.**
 - a. The subject property will be fenced and will be required to meet minimum screening/buffering requirements established by the LDC for the LI Zoning District.
 6. **The proposed site meets the applicable requirements of the zoning district in which it is located.**
 - a. The Subject Property currently exceeds the minimum size/area requirements of the LI zoning district. The subject property is not considered to be a non-conforming lot and may be developed in accordance with LDC and building code requirements.
 7. **Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.**
 - a. Security lighting will be required on site. All lighting will be reviewed at the time of site development plan review and shall not interfere with the approach zones of the nearby Zephyrhills municipal airport. Signage will be reviewed for conformance with Article XIII of the Land Development Code by the Building Department prior to permitting.
 8. **The proposed conditional use will not adversely affect the health, safety or welfare of the surrounding community area.**
 - a. Recreational vehicle storage is a land-intensive use and minimal site improvements are anticipated with the proposed project. Impact to public infrastructure and utilities is anticipated to be minimal and it is not anticipated to interfere with or adversely affect public health, safety or welfare.

III. RECOMMENDATION

PLANNING DEPARTMENT

Staff recommends approval.

SITE PLAN REVIEW COMMITTEE (SPRC)

The SPRC recommended approval at its October 2022 meeting.

PLANNING COMMISSION (PC)

The Planning Commission recommended approval at its November 2022 meeting.

The Planning Commission directed staff to start working on design standards for Storage Uses.

Subject Property - Trump Place Boat & RV



11/10/2022

Zhills Parcels EnGov

World Imagery

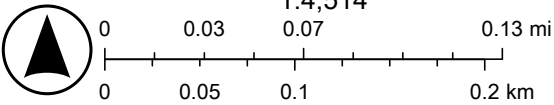
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

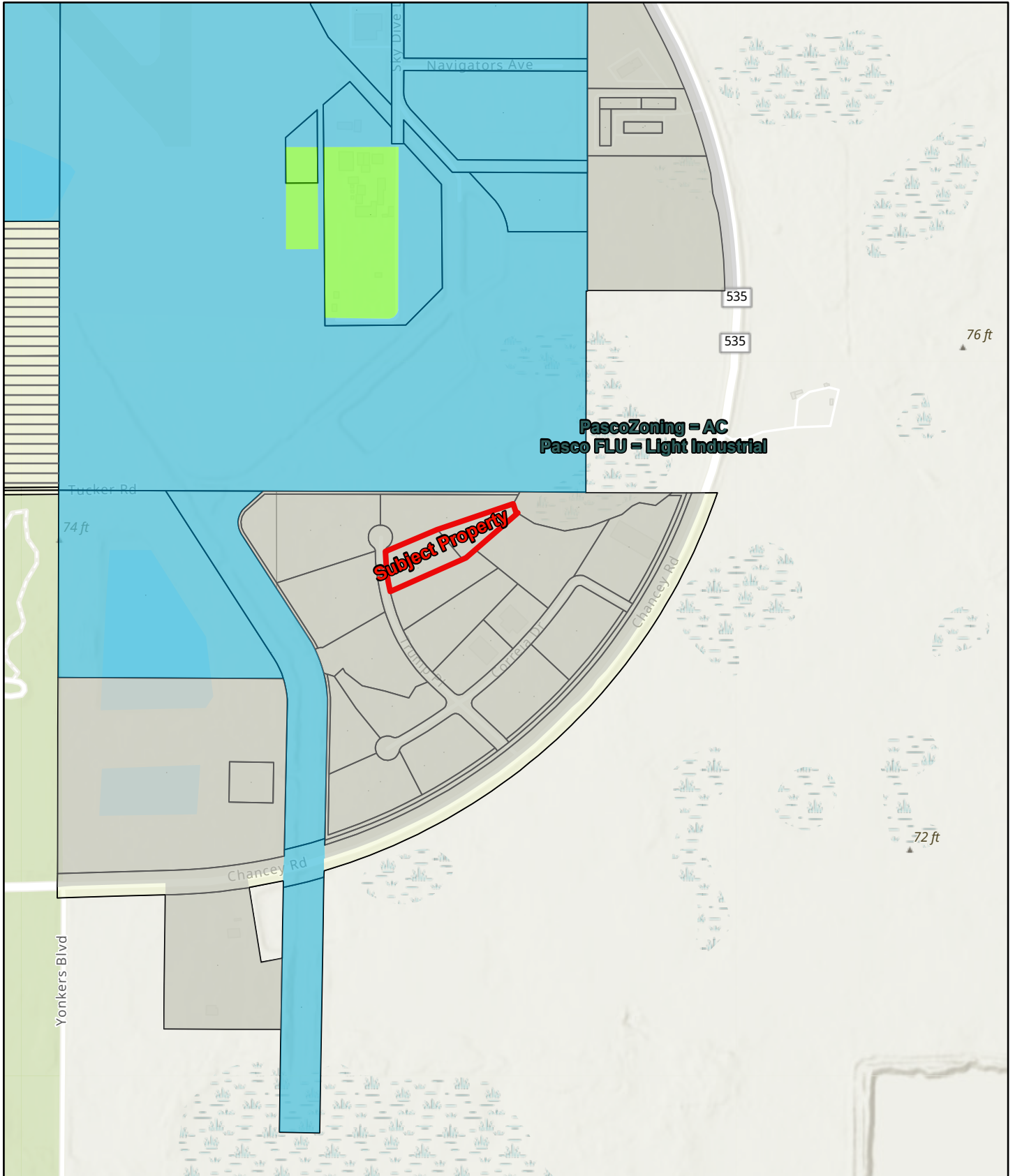
Citations

1.2m Resolution Metadata



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Surrounding Land Uses



11/10/2022

CITY WIDE EUCLIDEAN ZONING

- R3
- LI
- AP1
- AP2

Zhills Parcels EnGov

Zhills Addresses EnGov

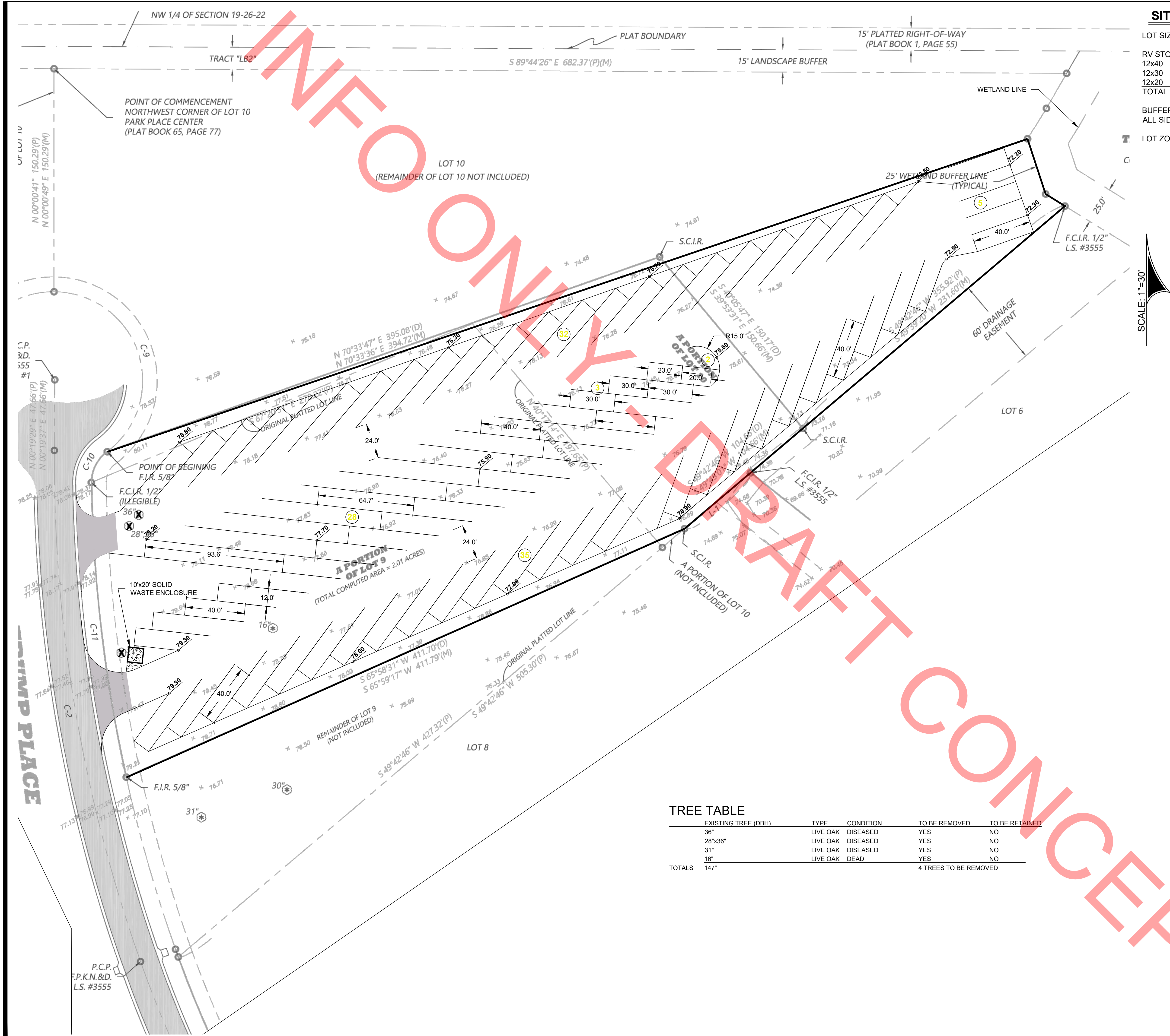
City Parcels

World Hillshade



1:9,028
0 0.05 0.1 0.2 mi
0 0.1 0.2 0.4 km

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SITE DATA	
LOT SIZE	2.58 AC
RV STORAGE	
12x40	100
12x30	3
12x20	2
TOTAL STORAGE SPACES	105
BUFFERS	
ALL SIDES	10'
LOT ZONING	IL

TREE TABLE				
EXISTING TREE (DBH)	TYPE	CONDITION	TO BE REMOVED	TO BE RETAINED
36"	LIVE OAK	DISEASED	YES	NO
28"x36"	LIVE OAK	DISEASED	YES	NO
31"	LIVE OAK	DISEASED	YES	NO
16"	LIVE OAK	DEAD	YES	NO
TOTALS	147"		4 TREES TO BE REMOVED	

GRADING PLAN

RV STORAGE

BE→U

10017122.00
DATE: 06/10/2022

Revision	No.	Date	Description

Proposed Retail Development

TRUMP PLACE
ZEPHYRHILLS, FLORIDA

BLACKSTOCK ENGINEERING UNLIMITED, INC.
1646 W Snow Ave, Suite 174
Tampa, FL 33606
727.220.9440
www.BlackstockENG.com
Certificate of Auth. 32307



City of Zephyrhills

Trump Place Boat & RV Storage Conditional Use

RCE Investment Group

Subject Property



Subject Site

Parcel/Tax ID: 19-26-22-0010-00000-0090

- East side of Trump Place;
- 2.57 acres.

Property Owners

Trump Place Boat & RV Storage
(RCE Investment Group, LLC)

Request

Conditional Use for Boat/RV Storage Facility
in LI Zoning District

Conditional Use

Standards

1

Will the CU adversely affect or contribute to deterioration of quality of life/property values in the immediate neighborhood?

No impact to quality of life/property values.

Located within existing industrial park & SE of the Zephyrhills Municipal Airport. There are no residential properties in the nearby vicinity.

2

Is the CU consistent with the character & existing land use patterns in surrounding areas?

Yes

Surrounding area land uses include:

- Zephyrhills Municipal Airport & related uses;
- Light Industrial uses;
- Storage uses;
- Vacant/undeveloped lands (slated for industrial).



Standards

Continued...

3

Will the CU create or excessively increase traffic or parking congestion?

No

Boat & RV storage facility uses are low-traffic generators. Traffic/parking congestion in the area will not be created or increased.

4

Does the site have suitable drainage, access, ingress/egress, off-street parking & loading areas?

Yes

- The site is not located within a Basin of Special Concern and will be required to meet City of Zephyrhills & SWFWMD standards at time of development;
- Wetland setback to be provided;
- Adequate access via Trum Place to Chancey Road;
- Adequate Boat/RV space to be designed & approved by the SPRC.



Standards

Continued...

5

Will the site have screening/buffering to prevent interference with the enjoyment of surrounding areas?

Yes

Perimeter landscape buffering, screening & fencing will be required in accordance with LDC standards for the LI zoning district.

6

Does the proposed site meet applicable requirements of the zoning district in which it is located?

Yes

The site currently exceeds the minimum size/area requirements of the LI zoning district.



Standards

Continued...



Will existing or proposed signs/lighting adversely affect surrounding areas or vehicular traffic?

No

All signage will be reviewed in accordance with Article VIII of the Land Development Code;
Lighting plans will be reviewed at the site development plan review stage & shall not interfere with approach zones of the adjacent airport.



Will the proposed use interfere with or adversely affect public health, safety or welfare in the surrounding community?

No

Boat & RV storage is not anticipated to negatively impact public health, safety or welfare. It is a land-intensive use, which will:

- Have a minimal impact on public infrastructure & utilities;
- Produce minimal noise, odor or light intrusion;

Recommendations

Planning Staff:

Approval - Based on the analysis & standards for a CU established in the LDC

Site Plan Review Committee:

Approval - At its October 18, 2022 meeting

Planning Commission:

Approval - At its November 15, 2022 meeting

CITY MANAGER'S REPORT 6.1

Request to Cancel December 26, 2022 Council Meeting

Issue:

Staff recommends that December 26th Council meeting be canceled.

Background:

Traditionally, the second City Council meeting of December is canceled in observance of Christmas. The City will be closed on Monday, December 26th this year, as Christmas falls on Sunday.

Attachment(s):

None

Fiscal Impact:

No fiscal impact

Staff Recommendation:

Staff recommends cancelling the December 26th Council meeting.

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	50.00	8.78824E+12	ACHCGLOBAL PAYME	11/9/2022
ACH Credit Received	894.30	8.78824E+12	ACHCGLOBAL PAYME	11/9/2022
ACH Credit Received	950.00	8.78824E+12	ACHCGLOBAL PAYME	11/9/2022
ACH Credit Received	726.76	8.78824E+12	ACHCGLOBAL PAYME	11/9/2022
Deposit	901.54		DP0002105056673I	11/9/2022
Deposit	3,486.30		ICLD02405934957I	11/9/2022
Miscellaneous Credit	1,435.38		MSCR000000000111	11/9/2022
ACH Credit Received	14,058.65	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/10/2022
ACH Credit Received	117.49	399673760	ACHCPAYMENTUS CO	11/10/2022
ACH Credit Received	385.00	14669	ACHC10L GOVDEALS	11/10/2022
ACH Credit Received	51.86	1502327064	ACHCSUBURBAN PRO	11/10/2022
ACH Credit Received	10.00	2.01752E+14	ACHCSTATE OF FLO	11/10/2022
ACH Credit Received	756.93	8.78824E+12	ACHCGLOBAL PAYME	11/10/2022
ACH Credit Received	329.48	8.78824E+12	ACHCGLOBAL PAYME	11/10/2022
ACH Credit Received	910.30	8.78824E+12	ACHCGLOBAL PAYME	11/10/2022
ACH Credit Received	711.37	8.78824E+12	ACHCGLOBAL PAYME	11/10/2022
Deposit	1,214.30		ICLD02406470678I	11/10/2022
Miscellaneous Credit	1,611.33		MSCR000000000111	11/10/2022
ACH Credit Received	11,248.74	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/14/2022
ACH Credit Received	12,238.08	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/14/2022
ACH Credit Received	191.18	400162941	ACHCPAYMENTUS CO	11/14/2022
ACH Credit Received	495.60	2.01752E+14	ACHCSTATE OF FLO	11/14/2022
ACH Credit Received	10.00	2.01752E+14	ACHCSTATE OF FLO	11/14/2022
ACH Credit Received	1,192.68	337017	ACHCLE03-AWIN MA	11/14/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	11/14/2022
ACH Credit Received	409.28	8.78824E+12	ACHCGLOBAL PAYME	11/14/2022
ACH Credit Received	1,124.21	8.78824E+12	ACHCGLOBAL PAYME	11/14/2022
ACH Credit Received	1,139.55	8.78824E+12	ACHCGLOBAL PAYME	11/14/2022
ACH Credit Received	1,773.53	8.78824E+12	ACHCGLOBAL PAYME	11/14/2022
ACH Credit Received	45.00	8.78824E+12	ACHCGLOBAL PAYME	11/14/2022
ACH Credit Received	507.98	8.78824E+12	ACHCGLOBAL PAYME	11/14/2022
Deposit	378.00		DP0002108265886I	11/14/2022
Deposit	495.81		DP0002108248558I	11/14/2022
Deposit	24,922.02		ICLD02407302326I	11/14/2022
Miscellaneous Credit	1,505.06		MSCR000000000111	11/14/2022
ACH Credit Received	325,402.67	AP0001825062	ACHCDE Florida O	11/15/2022
ACH Credit Received	8,199.97	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/15/2022
ACH Credit Received	14,121.61	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/15/2022
ACH Credit Received	58,285.64	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/15/2022
ACH Credit Received	375,337.56	Zephyrhills	ACHCCRESTLINE SO	11/15/2022
ACH Credit Received	274,011.93	2005	ACHCPASCOTAX	11/15/2022
ACH Credit Received	1,186.88	400680994	ACHCPAYMENTUS CO	11/15/2022
ACH Credit Received	260.92	401081515	ACHCPAYMENTUS CO	11/15/2022

ACH Credit Received	44.80	401290559	ACHCPAYMENTUS CO	11/15/2022
ACH Credit Received	802.47	2.00196E+13	ACHCAmeriGas Pro	11/15/2022
ACH Credit Received	58.75	2.01752E+14	ACHCSTATE OF FLO	11/15/2022
ACH Credit Received	20.00	2.01752E+14	ACHCSTATE OF FLO	11/15/2022
ACH Credit Received	22.42	36-1924025	ACHCWALGREEN CO	11/15/2022
Deposit	1,538.25		DP0002100763555I	11/15/2022
Deposit	6,342.75		ICLD02407994192I	11/15/2022
Miscellaneous Credit	4,770.06		MSCR000000000111	11/15/2022
ACH Credit Received	7,524.75	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/16/2022
ACH Credit Received	188.30	402174455	ACHCPAYMENTUS CO	11/16/2022
ACH Credit Received	1,233.97	8.78824E+12	ACHCGLOBAL PAYME	11/16/2022
ACH Credit Received	5,847.55	8.78824E+12	ACHCGLOBAL PAYME	11/16/2022
ACH Credit Received	92.63	8.78824E+12	ACHCGLOBAL PAYME	11/16/2022
ACH Credit Received	571.08	8.78824E+12	ACHCGLOBAL PAYME	11/16/2022
Deposit	1,273.97		DP0002101519661I	11/16/2022
Deposit	7,978.17		ICLD02408538276I	11/16/2022
Miscellaneous Credit	3,424.11		MSCR000000000111	11/16/2022
ACH Credit Received	28,367.36	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/17/2022
ACH Credit Received	1,875.54	402752315	ACHCPAYMENTUS CO	11/17/2022
ACH Credit Received	63,468.17	2.01752E+14	ACHCSTATE OF FLO	11/17/2022
ACH Credit Received	62,639.93	2.01752E+14	ACHCSTATE OF FLO	11/17/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	11/17/2022
ACH Credit Received	63.37	8.78824E+12	ACHCGLOBAL PAYME	11/17/2022
ACH Credit Received	278,276.87	8.78824E+12	ACHCGLOBAL PAYME	11/17/2022
Deposit	1,568.38		DP0002102425145I	11/17/2022
Deposit	2,159.76		ICLD02400022668I	11/17/2022
Miscellaneous Credit	3,395.97		MSCR000000000111	11/17/2022
ACH Credit Received	26,551.75	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/18/2022
ACH Credit Received	54.97	1692 89036	ACHCGas South	11/18/2022
ACH Credit Received	100.09	2000018861	ACHCPEOPLES GAS	11/18/2022
ACH Credit Received	190.26	2000018861	ACHCPEOPLES GAS	11/18/2022
ACH Credit Received	250.73	2.01752E+14	ACHCSTATE OF FLO	11/18/2022
ACH Credit Received	20.00	2.01752E+14	ACHCSTATE OF FLO	11/18/2022
ACH Credit Received	2,383.02	8.78824E+12	ACHCGLOBAL PAYME	11/18/2022
ACH Credit Received	5,541.00	8.78824E+12	ACHCGLOBAL PAYME	11/18/2022
Deposit	742.89		DP0002103712782I	11/18/2022
Deposit	4,621.76		ICLD02400556712I	11/18/2022
Miscellaneous Credit	2,089.68		MSCR000000000111	11/18/2022
ACH Credit Received	18,398.31	CITY OF ZEPHYRH	ACHCPAYMENTUS	11/21/2022
ACH Credit Received	524,229.59	2005	ACHCPASCOTAX	11/21/2022
ACH Credit Received	30.00	2.01752E+14	ACHCSTATE OF FLO	11/21/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	11/21/2022
ACH Credit Received	898.80	8.78824E+12	ACHCGLOBAL PAYME	11/21/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	11/21/2022
ACH Credit Received	510.13	8.78824E+12	ACHCGLOBAL PAYME	11/21/2022
ACH Credit Received	1,200.00	8.78824E+12	ACHCGLOBAL PAYME	11/21/2022
ACH Credit Received	57.00	8.78824E+12	ACHCGLOBAL PAYME	11/21/2022

ACH Credit Received	958.59	8.78824E+12 ACHCGLOBAL PAYME	11/21/2022
Deposit	637.60	DP0002105551136I	11/21/2022
Deposit	17,985.71	ICLD02401259065I	11/21/2022
Interest Credit	3,457.28	CNIT000000000000	11/21/2022
Miscellaneous Credit	1,622.10	MSCR000000000111	11/21/2022