



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, May 22, 2023
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/776482533>

or dial in using your phone:

+1 (872) 240-3311 - Access Code: 776-482-533

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Lance A. Smith

Roll Call – City Clerk Lori Hillman

Invocation – Senior Planner Rodney Corriveau

Pledge of Allegiance – Council President Lance A. Smith

1. MAYOR

- 1.1 Officer Howard - Recognition of Retirement
 - 1. Eugene Howard
- 1.2 Carolyn Stoaks - Proclamation of Appreciation
 - 1. Carolyn Stoaks
- 1.3 Public Works Proclamation
 - 1. Public Works
- 1.4 Older Americans Proclamation
 - 1. Older Americans

1.5 East Pasco YMCA - Presentation

2. CONSENT ITEMS

- 2.1 Appoint New Library Advisory Board Member
 - 1. Application for Board Membership Pless
- 2.2 American Infrastructure Development, Inc. (AID) Amendment No. 2 to Task Order No. 2021-01 Itinerant Apron Construction Administration Services

- 1. Task Order No 2021-01_Amendment 2 - Additional CA Services

- 2.3 Approval of B.R.W. Contracting, Inc. Agreement No. 25-23-05 City Sidewalk Project
 - 1. 25-23-05 - B.R.W. SIDEWALK CONSTRUCTION AGREEMENT
 - 2. EXH A-112301 City Sidewalks
 - 3. EXH B--RESP-BRW
 - 4. EXH C-Add1-Bid Sheets-REVISED
 - 5. EXH C-Add1-Revised Bid Form

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 Premium Stone Gallery Warehouse & RV Storage Conditional Use
First Reading **RESOLUTION NO. 816-23 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS; APPROVING A CONDITIONAL USE FOR A RECREATIONAL VEHICLE STORAGE FACILITY IN THE GENERAL COMMERCIAL (C3) ZONING DISTRICT ON PARCEL 13-26-21-0070-12100-0010; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Resolution No. 816-23 on the First Reading

- 1. Staff Report(R)_USE-0013-22
 - 2. USE-0013-23_Survey
 - 3. USE-0013-23_Statement of Use (Boggs Engineering)
 - 4. USE-0013-23_Justification Report (Boggs Engineering)
 - 5. Building Floor Plan & Elevations
 - 6. 22145 Conditional Use Plan
 - 7. USE-0013-23_City Council
 - 8. 22145 Revised Conditional Use Plan (1)
 - 9. 20th Street Arborist Report (1)
 - 10. Premium Stone Rendering

- 3.2 Blue Triton Brands Annexation
Second Reading **ORDINANCE NO. 1458-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBER 13-26-21-0110-00000-0010 LOCATED AT 4211 AND 4210 BREEZEWOOD DRIVE; 4210 AND 4211 CAMPHORWOOD LANE; 39101 AND 39119 WOODLAND DRIVE, ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE**

WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1458-23 on the Second Reading

- 3.3 Blue Triton Brands Future Lance Use Map Amendment (FLUMA) and Rezoning Second Reading **ORDINANCE NO. 1459-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-3 (THREE RESIDENTIAL DWELLING UNITS PER ACRE) TO CITY I (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY R-1 TO CITY LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 7.640 ACRES OF REAL PROPERTY HAVING PARCEL NUMBER 13-26-21-0110-00000-0010; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

- A. Council President opens the Public Hearing
- B. Council President closes the Public Hearing
- C. City Council considers Ordinance No. 1459-23 on the Second Reading

4. CITY MANAGER'S REPORT

- 4.1 Discussion to temporarily suspend new residential land use actions: Annexations, Future Land Use Map Amendments, Rezoning, Conditional Uses, Variances, and petitions for Major PUD modifications on property over 1 acre
- 1. PC-CC Joint Workshop Meeting 05.15.2023 (2)

5. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

6. NOTED ITEMS

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.**



Congratulations on Your Retirement

Eugene Howard

Patrol Officer



For your Dedication and
Outstanding Service
to the citizens of the
City of Zephyrhills, Florida

September 20, 2015 - May 27, 2023



PROCLAMATION

WHEREAS, the City of Zephyrhills' City Council and Zephyrhills community recognize Carolyn Stoaks for the countless hours she has spent picking up trash within our community at Zephyr Park and Krusen Field; and

WHEREAS, Carolyn Stoaks and her family have lived in the Zephyrhills area for 54 years and during the course of this long residency, Carolyn has provided numerous hours of public service to the community; and

WHEREAS, Carolyn Stoaks retired as a Park Ranger with the Hillsborough River State Park after 20 years of service; and

WHEREAS, it is in Carolyn Stoaks' nature to lend a helping hand to anyone in need; and

WHEREAS, Carolyn walks everywhere within the community, living near Zephyr Park, and has a passion for keeping the parks clean for frequent visits with her three grandsons who enjoy being in nature.

NOW, THEREFORE, I, Melonie Bahr Monson, Mayor of the City of Zephyrhills, along with the members of the City Council and fellow residents of the community, proclaim May 22, 2023 as a day to recognize Carolyn Stoaks.

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 22nd day of May, 2023.



Melonie Bahr Monson
Melonie Bahr Monson, Mayor

Attest: Lori L. Hillman
Lori L. Hillman, City Clerk



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Zephyrhills; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public's interest for the citizens, civic leaders and children in the City of Zephyrhills to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida do hereby proclaim the week of May 21-27, 2023 as National Public Works Week and I urge all our citizens to join with representatives of the American Public Works Association and the City of Zephyrhills Department of Public Works in activities and ceremonies designed to pay tribute to our Public Works Professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Zephyrhills, Florida this 22nd day of May, 2023.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson
Melonie Bahr Monson, Mayor

Attest: Lori L. Hillman
Lori L. Hillman, City Clerk



PROCLAMATION

WHEREAS, Older Americans Month is an annual event dating back to 1963, when President John F. Kennedy designated May as Senior Citizens Month; and

WHEREAS, the City of Zephyrhills includes a growing number of older Americans who contribute their time, wisdom, and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS, the City of Zephyrhills and the Area Agency on Aging of Pasco-Pinellas recognize the need to create a community that offers the services and support older adults may need to make choices about how they age; and

WHEREAS, the City of Zephyrhills and the Area Agency on Aging of Pasco-Pinellas can work to build an even better community for our older residents by:

- Not limiting our thinking about aging,
- Exploring and combating stereotypes,
- Emphasizing the many positive aspects of aging,
- Inspiring older adults to push past traditional boundaries, and
- Embracing our community's diversity.

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills do hereby proclaim the month of May, 2023 as

OLDER AMERICANS MONTH

in Zephyrhills, Florida in conjunction with the Area Agency on Aging of Pasco-Pinellas and urge every resident to celebrate our older citizens, help to create an inclusive society and accept the challenge of flexible thinking around aging.

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 22nd day of May, 2023.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson
Melonie Bahr Monson, Mayor

Attest: *Lori L. Hillman*
Lori L. Hillman, City Clerk

CONSENT ITEMS 2.1

Appoint New Library Advisory Board Member

Issue:

Susan Clark has submitted her resignation from the Zephyrhills Public Library Advisory Board, effective as of May 1, 2023. Her term was set to expire June 2023.

Background:

Joseph Pless, 38832 South Avenue, Zephyrhills, FL 33421, has been a City resident since August 2022. He is a lifelong resident of East Pasco. He has taught locally for six years, currently teaching at Pasco High School. He served for four years on the Dade City Planning Board. He volunteers at St. Joseph's Catholic Church. He is a husband and father to three girls, all born in Zephyrhills. They are enrolled in local schools, so he has a vested interest in the City's long-term future. He would like to give back to the community through service on the Library Advisory Board.

Attachment(s):

1. Application for Board Membership Pless

Fiscal Impact:

Staff Recommendation:

The staff recommends the appointment of Joseph Pless to the Zephyrhills Public Library Advisory Board. This term will expire in 2026.

Application for Board Membership

Name:	Joseph Pless
Address:	38832 South Avenue
Home Phone:	3522068491
Business Phone:	<i>Field not completed.</i>
Cell Phone:	352-206-8491
Email:	joseph.h.pless@gmail.com

I would like to be considered for membership on the following city boards/committees:

Rank your first choice by placing "1" in the drop down. If you would consider an alternative appointment, if not appointed to the 1st choice, please place a "2" and so on in the drop down of the alternative boards/committees.

Board of Adjustment, Code Enforcement & Appeals	<i>Field not completed.</i>
Planning Commission	1
Library Board	3
Airport Authority	<i>Field not completed.</i>
Historic Preservation Board	2
Parks & Recreation Advisory Board	4
Mayor's Youth Council	<i>Field not completed.</i>
Are you a resident of the city?	Yes
How long have you been a resident of the city?	Since August 2022
Are you a resident of the county?	<i>Field not completed.</i>

Are you a registered voter?	Yes
Are you a property owner?	Yes
Why do you wish to serve on this city board/committee?	I would like to begin giving back to our city through service. I believe my background, expertise, and involvement in the community provide for an opportunity to bring experience and perspective to matters that may come across the board's desk.
What is it in your background that has prepared you for this volunteer role?	I have been a teacher for six years at a local public high school. I am a lifelong resident of East Pasco (aside from one year when I lived away completing my master's), living in Richland, Dade City, West Zephyrhills, and have purchased a home in Zephyrhills this past summer. For four years I served on the Dade City Planning Board, serving as Vice Chairman for the majority of that time. I volunteer with my church at St Joseph's Catholic Church. I am a husband and a father of three girls, all born in Zephyrhills and enrolled or enrolling in local schools so I have a vested interest in our city's long term future.
Do you now or have you ever served on a government appointed board or committee?	Yes
Where and under what circumstances did you serve on a government appointed board or committee?	Vice Chairman and member of the Dade City Planning Board 2014-2018
What can you contribute to this board?	I have a proven record on the Dade City Planning Board for closely examining issues and asking clarifying questions when necessary. As a teacher, I must navigate diverse personalities and clarify complex texts for understanding by students of various ability. As a former football coach I know what it means to create a strong team dynamic and work together for a common goal. I bring a lot of knowledge, patience, and a strong work ethic.

CONSENT ITEMS 2.2

American Infrastructure Development, Inc. (AID) Amendment No. 2 to Task Order No. 2021-01
Itinerant Apron Construction Administration Services

Issue:

AID reviewed their contracted numbers for the ZPH Itinerant Apron project, there are only 300 hours in the RPR Services budget. Based on the actual work scheduled by the Contractor, there are not enough budgeted hours to complete the project as submitted on task order No. 2021-01.

Background:

This project consists of the construction Phase Services for Itinerant Apron project in Conformance with the FAA AC 150/5300-13A located at the Zephyrhills Municipal Airport. This is a joint participation project with FDOT, 88.33 % with a 16.67% local match. Task order includes additional CA / RPR Services required to cover night work and substantial completion thru June 22, 2023.

Attachment(s):

1. Task Order No 2021-01_Amendment 2 - Additional CA Services

Fiscal Impact:

Budgeted for fiscal year 2022-2023. Task order No.2021-01 Amendment No. 2 Not to exceed **\$55,940.00**. This cost is covered within the grant agreement. FDOT 83.33% Local 16.67%. Project estimate, \$700,000 under budget.

Staff Recommendation:

Staff recommends City Council's consideration for approval of Amendment No. 2 for task order No. 2021-01 with AID.

May 15, 2023

Mr. Nathan Coleman
Airport Manager
Zephyrhills Municipal Airport
39450 South Avenue
Zephyrhills, FL 33542
ncoleman@ci.zephyrhills.fl.us

Subject: ZPH Itinerant Apron CA Services
Task Order No. 2021-01 – Amendment No. 2
Zephyrhills Municipal Airport

Dear Nathan:

This Task Order is made between American Infrastructure Development, Inc. (Consultant) and the City of Zephyrhills (Client) for the Consultant to provide RPR and Construction Administration Services (including night work) for the Itinerant Apron project as requested by the Zephyrhills Municipal Airport thru substantial completion June 22, 2023.

The consultant will be paid a not-to-exceed amount of Fifty-Five Thousand, Nine Hundred Forty Dollars and 00/100's (\$55,940.00), as described in the attached Fee schedule (Exhibit A).

Please sign in the space provided below as your concurrence with the terms of this Task Order and return one original copy to us for our files. We look forward to working with you on this project.

Submitted by:

Accepted by:

American Infrastructure Development, Inc.

City of Zephyrhills (Zephyrhills Municipal Airport)



Authorized Signature

Authorized Signature

Sabina C. Mohammadi, President-CEO

Name and Title

Name and Title

Attachment: Exhibit A – Fees

cc: Michael Cummings (AID)
Kyle Holley (AID)

CONSTRUCTION ADMINISTRATION SERVICES
ITINERANT APRON
ZEPHYRHILLS MUNICIPAL AIRPORT (ZPH)



TASK	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Designer	RPR	Clerical	Totals
	\$218.00	\$186.00	\$162.00	\$133.00	\$104.00	\$95.00	\$119.00	\$79.00	

BASIC SERVICES

Construction Administration Services

1	Coordinate with Owner								
2	Prepare Construction Management Plan								
3	Prepare for and Attend Pre-Construction Conf								
4	Review Shop Drawings/Submittals								
5	Weekly Progress Meetings		108					20	128
6	Periodic Site Visits - (2 visits)								
7	Prepare Change Orders								
8	Review Test Results								
9	Review Periodic Payment Requests								
10	Respond to RFIs and ESIs								
11	Perform Final Inspection/Prepare Punch list								
12	Assist in Project Closeout								
Total Labor Hours:		108						20	128
Total Labor Costs:		\$20,088.00						\$1,580.00	\$21,668.00

TOTAL BASIC FEES (Lump Sum):	\$21,668.00
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SPECIAL SERVICES

1	Grant Services (Quarterly Reports/Closeout)								
2	Prepare and Submit Record Drawings								
3	RPR Services						288		288
Total Labor Hours:							288		288
Total Labor Cost:							\$34,272.00		\$34,272.00

TOTAL SPECIAL SERVICES FEES (NTE)	\$34,272.00
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TOTAL FEES (NTE)	\$55,940.00
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CONSENT ITEMS 2.3

Approval of B.R.W. Contracting, Inc. Agreement No. 25-23-05 City Sidewalk Project

Issue:

Construction agreement for sidewalk construction Re: Bid File No. 11-23-01

Background:

The City recently solicited bids to furnish and install sidewalks at multiple locations throughout the CRA / City. The City received (4) bid submittals. The apparent low bid submitted by LAS Contracting was voluntarily withdrawn by the owner due to mathematical errors. The next lowest bid submitted by BRW contracting, Inc becomes the lowest responsive bid submittal. The City intends to perform alternates 1,3,4, & 5 during FY22-23 (phase one) for a cost of \$1,230,607.40 (includes 10% contingency) with the intent to complete alternate 2 during FY23-24 (phase two) for a cost of \$695,109.80 (includes 10% contingency). Total cost of phase one and phase two \$1,925,717.20 (includes 10% contingency).

Attachment(s):

1. 25-23-05 - B.R.W. SIDEWALK CONSTRUCTION AGREEMENT
2. EXH A-112301 City Sidewalks
3. EXH B--RESP-BRW
4. EXH C-Add1-Bid Sheets-REVISED
5. EXH C-Add1-Revised Bid Form

Fiscal Impact:

FY22-23 Penny for Pasco funding \$1,400,000

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this construction agreement as presented.

CITY OF ZEPHYRHILLS
CITY SIDEWALK PROJECTS

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this 22nd day of **MAY, 2023** by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **B.R.W. CONTRACTING INC.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 2522 Hunt Road, Land O’ Lakes, Florida 34638 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

ARTICLE 1 – RECITALS

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

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the “Contract Documents”, are incorporated into and made part of this Agreement:

2.1.1 Bid 11-23-01, City Sidewalk Project “**Exhibit A**”.

2.1.2 Contractor’s response to Item 2.1.1, attached hereto as “**Exhibit B**”.

2.1.3 Bid 11-23-01, Addendum 1 “**Exhibit C**”.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall be up to a maximum of Three Hundred Sixty Five (365) calendar days from Notice to Proceed. During the pre-project meeting the awardee will provide the Owner the number of weeks which will take for the equipment to be delivered. Once delivered a Notice to Proceed will be issued which will start the 365 calendar days.

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

3.4 It is the intention of the parties to perform alternates 1,3,4, & 5 in the City’s 2022-2023 Fiscal Year for a total of \$1,230607.40 which amount includes a 10% contingency. Additionally,

the parties indent to perform alternate 2 during the 2023-2024 Fiscal year 2023-2024 for a total of \$695,109.80 which amount includes a 10% contingency.

ARTICLE 4 – COMPENSATION

4.1 Contract is awarded to a maximum of **\$1,925,717.20**. **It is the City's choice to approve what Alternate(s) to select for improvements.** Compensation for services shall be as per outlined in Contractors response, attached as Exhibit B. The City will be processing payments via ACH/EFT. (See Forms)

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

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

ARTICIAL 6 – CITY’S TERMINATION RIGHTS

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

ARTICLE 7 – INDEPENDENT CONTRACTOR

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

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

ARTICLE 8 – CONFLICTS OF INTEREST

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

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

ARTICLE 9 – DEFAULT

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

ARTICLE 10 – NOTICES

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

To CONTRACTOR:

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

To CITY:

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

And,

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

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

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

ARTICLE 11 – PUBLIC RECORDS

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

ARTICLE 12 – INDEMNIFICATION

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

shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

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

ARTICLE 13 – INSURANCE

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

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

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

ARTICLE 14 – FORCE MAJEURE

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

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

ARTICLE 15 – CHANGE ORDERS

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

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

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

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

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Witness

Lance A. Smith, Council President

Witness

Attest: _____
Lori L. Hillman, City Clerk

Signed, Sealed and Delivered
In the presence of:

Witness

By: _____
James M. Pietracatella Jr-President

Witness

AGENCY:				INVITATION TO BID Response Acknowledgement	
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		PURCHASING AGENT: Karen Miller			
Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER			
		FLORIDA TAX EXEMPT		#85-8012740166C-4	
		FEDERAL IDENTIFICATION NUMBER		#59-6000455	
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/					
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE		BID/PROPOSAL RESPONSES OPENING DATE/TIME	
11-23-01	03-26-2023	City Sidewalk Project		BidNet Online-April 21, 2023 2:00 PM before	
PREBID CONFERENCE DATE Go To Meeting ☒ Strongly Recommended ☐ None DATE: 3-30-2023 TIME: 2:00 PM AT: City Hall 5335 8th Street, Zephyrhills, Florida 33542				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Bid Bonds must be received	
SITE VISIT: None. Responsibility of Contractor					
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS:				If returning as a "NO" state reason:	
TELEPHONE NUMBER:					
EMAIL ADDRESS:					
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.					
				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:	
				AUTHORIZED SIGNATURE	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this ____ day of _____, 2023 Personally known: ☐ Or produced identification: ☐ Type of ID: _____ _____ Notary Signature State My commission expires: _____				AFFIX NOTARY STAMP BELOW	
BONDS					
An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

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BID RESPONSE FORM – PART A

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

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

ROAD IMPROVEMENTS TOTAL	\$ _____
10% CONTINGENCY	\$ _____
TOTAL CONTRACT SUM:	\$ _____ <i>See Attached Itemized Price Sheet</i>

Total Contract Sum of Bid in Words: _____

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

NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: _____ TITLE: _____

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

BIDDER SIGNATURE: _____ DATE: _____

Corporate Seal or Notarization below date

Bid Form – Part B

Alternate 1 – Project—16th Street

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	220	CY	X		=	\$0.00
6" Concrete Pavement	73	CY	X		=	\$0.00
Number of Driveways Demolished	18	EA	X		=	\$0.00
2' Wide White Striping	461	LF	X		=	\$0.00
1' Wide White Striping	516	LF	X		=	\$0.00
2' Wide Detectable Warnings	213	SF	X		=	\$0.00
Proposed Crosswalk Sign	4	EA	X		=	\$0.00
Proposed Stop Sign	4	EA	X		=	\$0.00
Trees Demolished	10	EA	X		=	\$0.00
						\$0.00

Alternate 2 – Project—Raymond B. Stewart-North

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	997	CY	X		=	\$0.00
6" Concrete Pavement	333	CY	X		=	\$0.00
Number of Driveways Demolished	56	EA	X		=	\$0.00
2' Wide White Striping	2957	LF	X		=	\$0.00
1' Wide White Striping	2960	LF	X		=	\$0.00
2' Wide Detectable Warnings	1481	SF	X		=	\$0.00
Proposed Crosswalk Sign	57	EA	X		=	\$0.00
Proposed Stop Sign	11	EA	X		=	\$0.00
Trees Demolished	18	EA	X		=	\$0.00
						\$0.00

Alternate 3—Project—Raymond B. Stewart-South

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	750	CY	X		=	\$0.00
6" Concrete Pavement	245	CY	X		=	\$0.00
Number of Driveways Demolished	19	EA	X		=	\$0.00
2' Wide White Striping	1992	LF	X		=	\$0.00
1' Wide White Striping	2306	LF	X		=	\$0.00
2' Wide Detectable Warnings	947	SF	X		=	\$0.00
Proposed Crosswalk Sign	44	EA	X		=	\$0.00
Proposed Stop Sign	15	EA	X		=	\$0.00
Trees Demolished	33	EA	X		=	\$0.00
						\$0.00

Alternate 4—Project—West Elementary School

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	555	CY	X		=	\$0.00
6" Concrete Pavement	132	CY	X		=	\$0.00
Number of Driveways Demolished	26	EA	X		=	\$0.00
2' Wide White Striping	1798	LF	X		=	\$0.00
1' Wide White Striping	1997	LF	X		=	\$0.00
2' Wide Detectable Warnings	839	SF	X		=	\$0.00
Proposed Crosswalk Sign	27	EA	X		=	\$0.00
Proposed Stop Sign	5	EA	X		=	\$0.00
Trees Demolished	7	EA	X		=	\$0.00
						\$0.00

Alternate 5—Project—Woodland Elementary & Zephyrhills High School

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	195	CY	X		=	\$0.00
6" Concrete Pavement	91	CY	X		=	\$0.00
Number of Driveways Demolished	31	EA	X		=	\$0.00
2' Wide White Striping	426	LF	X		=	\$0.00
1' Wide White Striping	499	LF	X		=	\$0.00
2' Wide Detectable Warnings	233	SF	X		=	\$0.00
Proposed Crosswalk Sign	4	EA	X		=	\$0.00
Proposed Stop Sign	2	EA	X		=	\$0.00
Trees Demolished	5	EA	X		=	\$0.00
						\$0.00

BID REQUIREMENTS

Bid documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills>. A link to Bidnet Direct can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. . Should you have questions concerning this site, please call their customer service at 800-835-4603 between the hours of 8a-8p, Your response and all required documentation are to be submitted via BidNet Direct (*before the deadline listed in the Time Table*) to the City of Zephyrhills.

Each bid must be submitted on the Bid Forms included in the contract documents and must be accompanied by a certified check on a solvent bank or trust company in accordance with Section 255.051, Florida Statutes, made payable to the City of Zephyrhills, Florida in an amount not less than 5% (percent) of the total bid or a bid bond of like amount, on a form set forth in the contract documents, as a guarantee that if the bid proposal is accepted, the bidder will execute and fill in the proposed contract and furnish a Payment and Performance Bond at least equal to one hundred percent (100%) of the contract price within ten (10) days after Notice of Award of the contract. ***Please note, the bid bond amount needs to be spelled out and in numeric amount. It is not allowed to put in 5% on the bid bond form***

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

Bid Bond: A bid bond shall accompany each bid response. The bid bond shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. The Bid Bond is to be included in their BidNet Direct response (electronically).

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

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

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

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

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

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

Hold Harmless Clause: Contractor/vendor shall pay, indemnify and save harmless the City of Zephyrhills, its agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City, its agents, guests, invitees, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence or fault of the contractor, its agents or employees, committed in connection with this contract, contractor's performance hereof, or any work performed hereunder notwithstanding the negligence of the City. Contractor shall indemnify and save harmless the City of Zephyrhills, its agents or employees, from and against all claims, demands, actions, suits, damages, losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any federal, state or county law, by-law, ordinance or regulation by the contractor, its agents, trainees, invitees, servants or employees.

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

INSTRUCTIONS TO BIDDERS

1. Proposals: Sealed Proposals will be received at a time and place designated in "Invitation to Bid" for furnishing all transportation, labor, material and equipment, and performing all operations required for the construction and completion of the work herein specified and shown on the drawings.
2. Additional Information or Clarification: Request for additional information or clarifications must be made in writing and can be faxed or can e-mailed. Facsimiles must have a cover sheet that includes the Proposer's name, the Bid number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than Monday, April 17, 2023 by 3:00 P.M.**

3. Equivalent Brand Names: When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval no later than **Monday, April 17, 2023 by 3:00 PM.**
4. Bidder: A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.
5. Bid Bond: The Bid Bond shall be submitted with the electronic response on BidNet Direct. Should you have questions on BidNet Direct, call customer service at **800-835-4603 8a.m. to 8 p.m.** Bidder will not withdraw his bid for a period of (60) sixty days after bids are received unless a different period is stated in the Bidding Requirements or Contract Conditions.
6. Proposal Forms: The bidder shall submit his Proposal on the forms furnished herewith. The blank spaces shall be filled in correctly for each lump sum item and for every item for which a quantity is given. The bidder shall state the price, typewritten or printed in ink, for which he proposes to do each item of work called for. Two (2) copies of each form are to be submitted as the bid package.
7. Signature on Proposal: The bidder must sign his Proposal correctly. If the proposal is made by an individual, he shall sign and his name and his post office address shall be shown. If made by a firm or partnership, signature shall be by a general partner and the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation was chartered, also the name and business address of its president, secretary and treasurer. The Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.
8. Familiarity with Laws: The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.
9. Examination of Drawings, Specifications and Site of Work: The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.
10. Qualifications of Bidders: The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show that he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.

11. Disqualification of Bidders: No bidder shall submit more than one proposal, and reasonable grounds for believing that a bidder interested in more than one Proposal for the same work will cause rejection of all Proposals in which such bidder, or bidders, are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.
12. Right to Reject Proposal: Right is reserved to reject any or all Proposals and to disregard technical errors.
13. Award of Contract: The City reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The City reserves the right, prior to award of Contract, to add to the scope of the project any item or any combination of items which may exceed the total bid price for the project.
14. Return of Proposal Guaranty: As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.
15. Execution of the Agreement: The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.
16. Failure to Execute the Agreement: Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect.
17. Withdrawal of Proposal: A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by communicating his purpose in writing to the City and his Proposal will be returned to him unopened.
18. Interest of Member of or Delegate to Congress. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.

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

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

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

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

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsection (a).

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

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. The Bidder agrees to supply all materials within thirty (30) days after successful agreement has been signed by both parties and after contract has been submitted to them and receipt of Notice to Proceed. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each

and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work

Should the contractor/vendor fail to substantially complete and supply the materials listed under this contract and make it available for beneficial use on or before the date stipulated for completion (or such later date as may result from extension of time granted by City), he shall pay the City, as liquidated damages, the sum of **\$1000.00** for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty.

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

21. Conditions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications", and shall be attached to the bid. Any variations or exceptions shall meet or exceed the plans and specifications.
22. Quantities: An estimate of the quantities of work to be done and/or materials to be furnished is given in the specifications. It is the result of the City's calculations and is believed to be correct. It is given only as a basis of comparison of bids and the City does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.
23. Public Records: In accordance with 119.0701 F.S. Contractor shall:

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

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

24. Correction of Work. All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good replaced and/or corrected, as the case may be by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the

compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

25. Subsurface Conditions Found Different. Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the specifications he will at once make such changes in the Plans and/or Specification, as the Contractor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.
26. Claims for Extra Cost. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.
27. Termination (Cause and/or Convenience).
- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
 - b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
 - c. If termination for default is affected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

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

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

- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

- f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

PRELIMINARY MATTERS

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

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

Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He shall at once report in writing to the City any conflict, error or discrepancy which he may discover. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality and local conditions that may in any manner affect the Work to be done and represents that he has visited the site.

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

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

CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

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

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

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

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

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

Liens: The Contractor/vendor shall indemnify and save harmless the City from all claims, demands, causes of action, suits of whatever nature arising out of the services, labor, and materials furnished by the Contractor/vendor or its Subcontractors under this Contract, and from all laborers', materialmen's and mechanics' liens upon the property which the work is located arising out of the services, labor, and materials furnished by the Contractor/vendor or any

of its Subcontractors under this Contract; and shall keep said property free and clear of all liens, claims, and encumbrances arising from the performance of this Contract by the Contractor/vendor or its Subcontractors; the Contractor/vendor hereby waiving all rights to claim such lien on the City's properties.

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

Definitions: The following terms are respectively defined as follows:

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

CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work that may arise between the contractor under this contract and other Contractors performing work for the City shall be adjusted and determined by the Architect/Engineer.

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

- All employees on the Work and other persons who may be affected thereby.
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

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

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

SAFETY PLAN

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

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

Assignability. The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all of any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

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

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

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

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

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

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

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

Where there is telephone, telegraph, light or power poles; water mains, conduits, pipe, or drains; or other construction either public or private; in or on the streets or alleys; the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given and all the facilities afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

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

The City of Zephyrhills has obtained an exemption from the Southwest Florida Water Management District. The Contractor shall procure and pay all other permits, licenses and approvals necessary for the execution of this contract and shall comply with all Florida Department of Environmental Protection requirements. Cost of building permits

will be waived by the City of Zephyrhills. The Contractor must be registered with the City of Zephyrhills Building Department.

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

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

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

Indemnification: The Contractor assumes entire responsibility and liability and agrees to indemnify and hold harmless the City and its representatives from loss or damage sustained, or allegedly sustained, by any person or property arising out of, or claimed to have been caused by or arisen out of, the sole, joint, or concurrent negligence of the Contractor and/or the City, connected with the performance of the work hereunder and agrees to pay all damages, losses, costs and expenses, including attorney's fees allegedly arising in any way out of the performance of the work hereunder by the Contractor and its agents and employees or its Subcontractors, their agents and employees, including but not limited to the following:

- All injuries to persons (including fatal injuries);
- All damages to or by livestock and claims and demands with respect thereto including all damages caused as a result of fences, gates, and gaps left open or insecurely closed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor the sum of **\$1000.00**. This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

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

Signature/Print Name/Company

Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____ A.D. 2023.

_____ (Seal)

By: _____
Title: _____

Scope of Work: The City of Zephyrhills is requesting sealed bids for the CITY Sidewalk project. This project is broken into several areas. Each area will be labeled as Alternate 1, Alternate 2, Alternate 3, Alternate 4 and Alternate 5. Each area will be priced out and submitted in your response. The City will decide the Alternates they want worked on whether all of them or just some depending on funding. The construction summary shall be as follows: The contractor shall furnish all materials, equipment, components, tools, supervision, services and labor necessary to complete the improvements in accordance with the plans and specifications contained herein.

The project scope is the construction for proposed sidewalks within a quarter-mile of Raymond B. Stewart Middle School, West Elementary, Woodland elementary School, and Zephyrhills High School within City maintained right-of-way and sidewalks along one side of 16th from C Avenue to 5th Avenue.

The project scope is based on the CRA's Sidewalk Master Plan, the City's trail plan and guidance from City staff. The focus of this project is to provide sidewalks and trails withing residential neighborhoods within specific areas in the City. Sidewalks within Zephyrhills will be a minimum of 5' wide. Where sidewalks are also within the CRA they will be a minimum of 6' wide. Trails will be a minimum of 8' wide and preferable 10' wide. The specifications for materials, design and construction will follow FDOT standards and indexes.

It is the contractor's responsibility for ensuring the quantities for the project are what is required in the construction plans.

Construction Documents are included in this solicitation package.

Completion Time: Twelve (12) months from Notice to Proceed.

Budget: 1.1 million +/-

PRE-BID CONFERENCE:

Location: Council Chambers at City Hall, 5335 8th Street, Zephyrhills, Florida

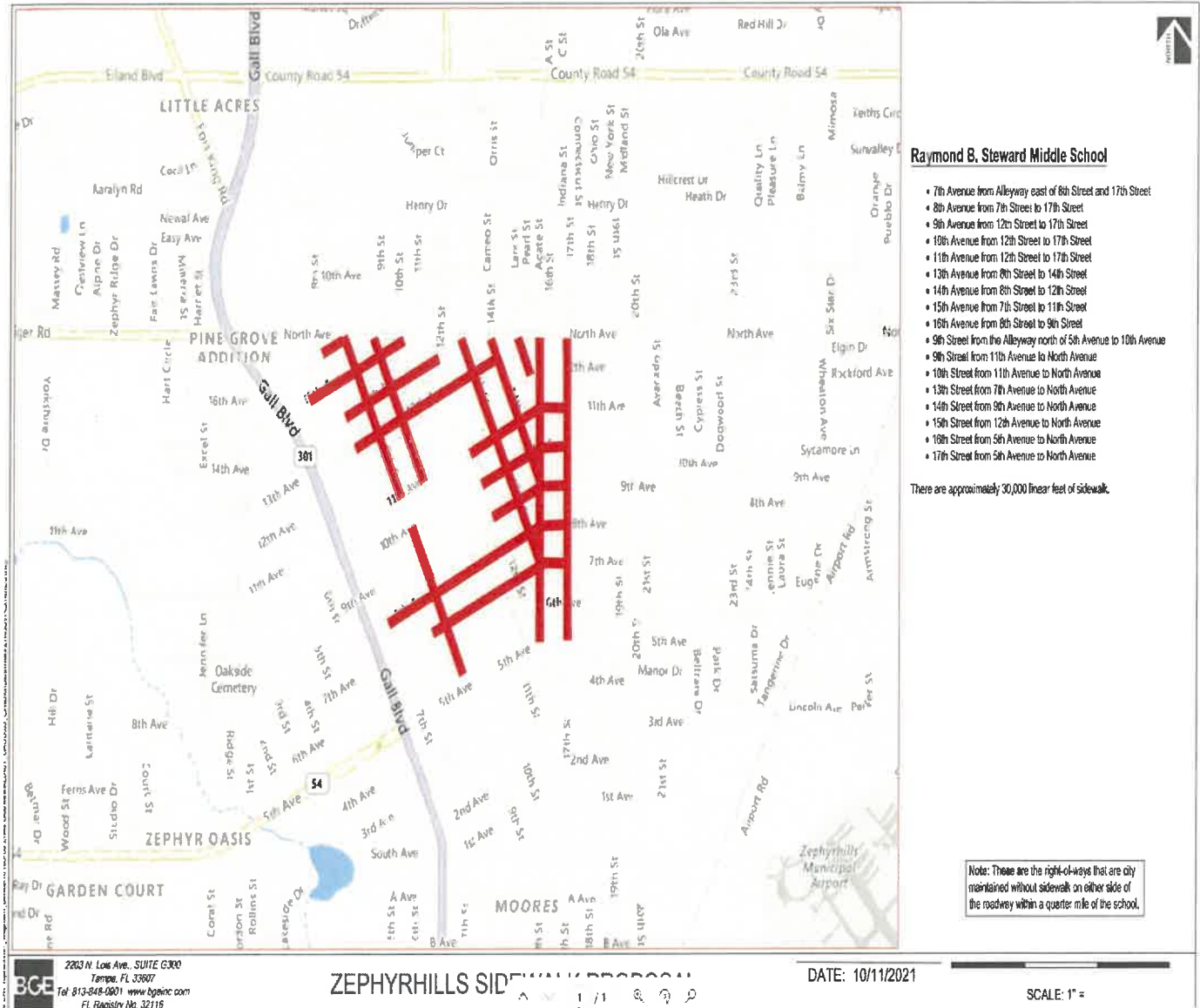
Time: 2:00 PM

Date: March 30, 2023

This is not mandatory but strongly recommended.

Map of locations

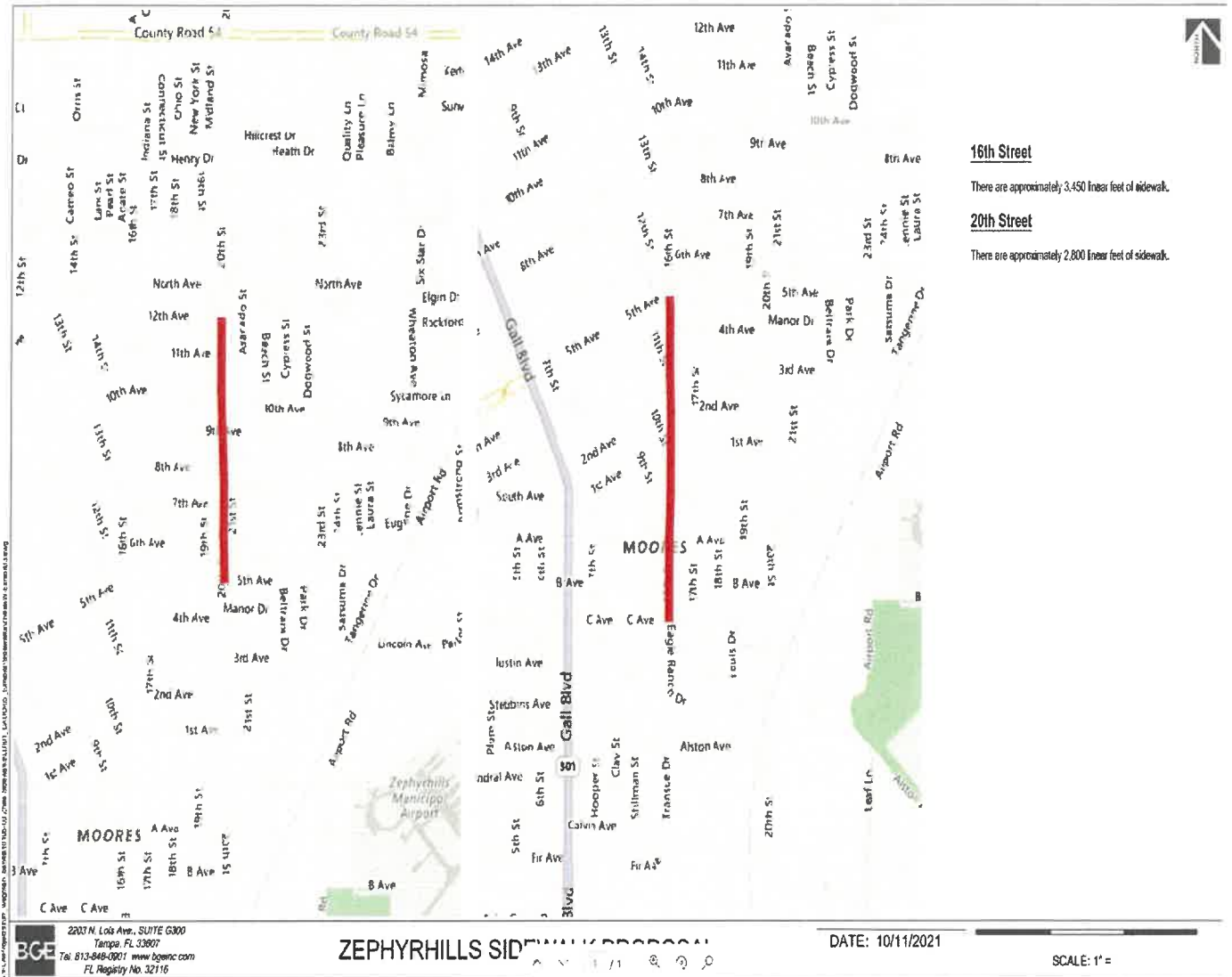
Raymond B. Stewart Middle School



West Elementary School



CITY OF ZEPHYRHILLS -- BID 11-23-01
CITY SIDEWALK PROJECT



TIME TABLE

BID TIME TABLE	DATE	DAY	TIME
Bid Distribution	3-26-2023	Sunday	-----
Pre-Conference*	3-30-2023	Thursday	2:00 pm
Receipt of Questions/Equivalent	4-17-2023	Monday	3:00 pm
Bid Receipt Deadline	4-21-2023	Friday	2:00 pm
Review of Responses/References	4-21- to	5-1-2023	
Presented to City Council for Approval	5-08-2023	Monday	6:00 pm

*Pre-Conference will be held at City Hall Council Chambers,
5335 8th Street, Zephyrhills, FL 33542.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of
Contractor/Vendor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.

as Obligor, hereinafter called the Obligor, in the sum of _____
_____ Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2023

(Principal)

(Seal)

(Witness)

(Title)

(Surety)

(Seal)

(Witness)

(Title)

**Attorney-in-Fact &
Florida Licensed Resident Agent**

*****Must be spelled out in the fields provided. It is not allowed to put in 5% on this form.***

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

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

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

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

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

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

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

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

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

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

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2023.

Personally
known _____

Or Produced identification _____
Notary Public – State of _____

My commission expires _____
(Type of Identification)

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

Form PUR 7068 (Rev. 06/18/92)

DRUG-FREE WORKPLACE FORM –11-23-01

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

certifies that _____ does:
(Name of Business)

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

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

Bidder's Signature

Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items or too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

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

E-VERIFY CERTIFICATION FORM -11-23-01

All vendors, contractors and subcontractors doing business with the City of Zephyrhills must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or City upon request.

CERTIFICATION

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: _____

Authorized Signature: _____

Printed Name/Title: _____

Address: _____

Date: _____

Phone: _____

Email: _____

The City of Zephyrhills reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential City actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the City.

Please send the completed form with your submittal.

Addenda Receipt Acknowledgment –11-23-01

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Company Name: _____

Firm Representative: _____
Signature/Date (Executed by Corporate Authority)

DRUG-FREE WORKPLACE FORM – 11-23-01

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

certifies that _____ does:
(Name of Business)

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

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

Bidder's Signature

Date

NON-COLLUSIVE AFFIDAVIT – 11-23-01

State of Florida
County of _____

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

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

Officer

_____ (Company Name)

State of Florida
County of _____

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

_____ (Signature line for notary public)

_____ (Name of notary type, printed or stamped)

_____ (Title or rank)

My commission expires: _____
Serial number, if any _____

Errors or Omissions – 11-23-01

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ YES

☐ No

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

Company Name: _____ Signature: _____

REFERENCES –Projects of SIMILAR Scope – 11-23-01
Within the last five (5) years-Minimum 5 references

Reference 1: Company Name: _____
Project Name: _____ Project Amount: \$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain

Reference 2: Company Name: _____
Project Name: _____ Project Amount:\$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain

Reference 3: Company Name: _____
Project Name: _____ Project Amount:\$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain

Reference 4: Company Name: _____
Project Name: _____ Project Amount:\$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain

REFERENCES –Current ACTIVE Projects – 11-23-01

Within the last five (5) years-Minimum 5 references

Reference 1: Company Name: _____
Project Name: _____ Project Amount:\$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain

Reference 2: Company Name: _____
Project Name: _____ Project Amount:\$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain

Reference 3: Company Name: _____
Project Name: _____ Project Amount:\$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain

Reference 4: Company Name: _____
Project Name: _____ Project Amount:\$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Form – 11-23-01**

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

Vendor:

Name of Company – Please Print

Signature:

Authorized Company Representative

Name/Title:

Address:

Date:

CITY OF ZEPHYRHILLS
STATEMENT OF NO BID – 11-23-01

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items or too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

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

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i>	CONTRACT INFORMATION: Contract For: Date:	CHANGE ORDER INFORMATION: Change Order Number: Date:
OWNER: <i>(name and address)</i>	ARCHITECT: <i>(name and address)</i>	CONTRACTOR: <i>(name and address)</i>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was \$ _____

The net change by previously authorized Change Orders \$ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ _____

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by () days.

The new date of Substantial Completion will be _____

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

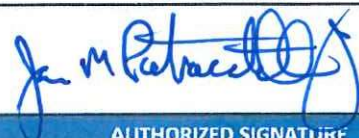
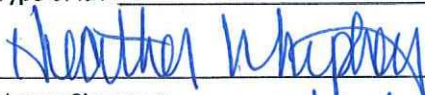
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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Please check to ensure all required documents are included in your response, signed and certified. Please refer to check list on page 3

Don't forget a copy of your licenses.

AGENCY:				INVITATION TO BID Response Acknowledgement	
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us			
AN EQUAL OPPORTUNITY EMPLOYER		FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/					
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE		BID/PROPOSAL RESPONSES OPENING DATE/TIME	
11-23-01	03-26-2023	City Sidewalk Project		BidNet Online-April 21, 2023 before 2:00 PM	
PREBID CONFERENCE DATE Go To Meeting ☒ Strongly Recommended ☐ None DATE: 3-30-2023 TIME: 2:00 PM AT: City Hall 5335 8th Street, Zephyrhills, Florida 33542				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Bid Bonds must be received	
SITE VISIT: None. Responsibility of Contractor					
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS: B.R.W. Contracting, Inc 2522 Hunt Rd. Land O' Lakes, FL 34638				If returning as a "NO" state reason:	
TELEPHONE NUMBER: 813-996-5882				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: 26-0000205	
EMAIL ADDRESS: jimp@brwcontracting.org					
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.					
X 				AUTHORIZED SIGNATURE	
				James M. Pietraccatella, Jr. / President	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this <u>21</u> day of <u>April</u> , 2023 Personally known: ☒ Or produced identification: ☐ Type of ID: _____				AFFIX NOTARY STAMP BELOW	
					
Notary Signature _____ State <u>FL</u>					
My commission expires: <u>8/25/23</u>					
BONDS					
An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

BID RESPONSE FORM – PART A

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

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

ROAD IMPROVEMENTS TOTAL

\$ 1,750,652.00

10% CONTINGENCY

\$ 175,065.20

TOTAL CONTRACT SUM:

\$ 1,925,717.20

See Attached Itemized Price Sheet

Total Contract Sum of Bid in Words: One Million Nine Hundred Twenty-Five Thousand Seven Hundred Seventeen Dollars and Twenty Cents

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

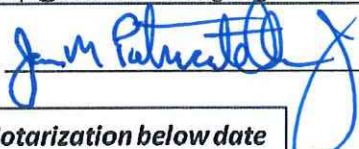
NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: James M. Pietracatella, Jr. TITLE: President

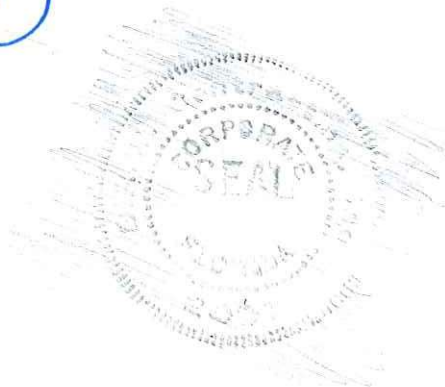
ADDRESS: 2522 Hunt Rd. Land O' Lakes, FL 34638

PHONE: 813-996-5882 FAX: 813-996-1129

E-MAIL ADDRESS: jimp@brwcontracting.org

BIDDER SIGNATURE:  DATE: 04/21/2023

Corporate Seal or Notarization below date



B.R.W. Contracting, Inc.	
City of Zephyrhills	
Sidewalk and Trails Project	
Bid Alternate Summary	
Alternate No.	Bid Price
1	\$ 150,036.00
2	\$ 631,918.00
3	\$ 484,870.00
4	\$ 335,416.00
5	\$ 148,412.00
Total	\$ 1,750,652.00
Contingency 10%	\$ 175,065.20
Grand Total	\$ 1,925,717.20

ALTERNATE 1 **PROJECT** Zephyrhills Sidewalks & Trails -- 16th Street

UPDATED 4-18-2023

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	220	CY	X	\$350.00	=	\$77,000.00
6" Concrete Pavement	73	CY	X	\$400.00	=	\$29,200.00
Number of Driveways Demolished	18	EA	X	\$400.00	=	\$7,200.00
2' Wide White Striping	461	LF	X	\$4.00	=	\$1,844.00
1' Wide White Striping	516	LF	X	\$2.00	=	\$1,032.00
2' Wide Detectable Warnings	213	SF	X	\$20.00	=	\$4,260.00
Proposed Crosswalk Sign	4	EA	X	\$250.00	=	\$1,000.00
Proposed Stop Sign	4	EA	X	\$250.00	=	\$1,000.00
Trees Demolished	10	EA	X	\$1,000.00	=	\$10,000.00
MOBILIZATION	1	EA	X	\$15,000.00	=	\$15,000.00
MOT	1	EA	X	\$2,500.00	=	\$2,500.00
						\$150,036.00

ALTERNATE 2 **PROJECT** Zephyrhills Sidewalks & Trails -- Raymond B Stewart North

UPDATED 4-18-2023

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	997	CY	X	\$350.00	=	\$348,950.00
6" Concrete Pavement	333	CY	X	\$400.00	=	\$133,200.00
Number of Driveways Demolished	56	EA	X	\$400.00	=	\$22,400.00
2' Wide White Striping	2957	LF	X	\$4.00	=	\$11,828.00
1' Wide White Striping	2960	LF	X	\$2.00	=	\$5,920.00
2' Wide Detectable Warnings	1481	SF	X	\$20.00	=	\$29,620.00
Proposed Crosswalk Sign	57	EA	X	\$250.00	=	\$14,250.00
Proposed Stop Sign	11	EA	X	\$250.00	=	\$2,750.00
Trees Demolished	18	EA	X	\$1,000.00	=	\$18,000.00
MOBILIZATION	1	EA	X	\$35,000.00	=	\$35,000.00
MOT	1	EA	X	\$10,000.00	=	\$10,000.00
						\$631,918.00

ALTERNATE 3 **UPDATED 4-18-2023**

PROJECT NAME Zephyrhills Sidewalks & Trails -- Raymond B Stewart South

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	750	CY	X	\$350.00	=	\$262,500.00
6" Concrete Pavement	245	CY	X	\$400.00	=	\$98,000.00
Number of Driveways Demolished	19	EA	X	\$400.00	=	\$7,600.00
2' Wide White Striping	1992	LF	X	\$4.00	=	\$7,968.00
1' Wide White Striping	2306	LF	X	\$2.00	=	\$4,612.00
2' Wide Detectable Warnings	947	SF	X	\$20.00	=	\$18,940.00
Proposed Crosswalk Sign	44	EA	X	\$250.00	=	\$11,000.00
Proposed Stop Sign	15	EA	X	\$250.00	=	\$3,750.00
Trees Demolished	33	EA	X	\$1,000.00	=	\$33,000.00
MOBILIZATION	1	EA	X	\$30,000.00	=	\$30,000.00
MOT	1	EA	X	\$7,500.00	=	\$7,500.00
						\$484,870.00

ALTERNATE 4 **UPDATED 4-18-2023**
PROJECT NAME Zephyrhills Sidewalks & Trails -- West Elementary School

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	555	CY	X	\$350.00	=	\$194,250.00
6" Concrete Pavement	132	CY	X	\$400.00	=	\$52,800.00
Number of Driveways Demolished	26	EA	X	\$400.00	=	\$10,400.00
2' Wide White Striping	1798	LF	X	\$4.00	=	\$7,192.00
1' Wide White Striping	1997	LF	X	\$2.00	=	\$3,994.00
2' Wide Detectable Warnings	839	SF	X	\$20.00	=	\$16,780.00
Proposed Crosswalk Sign	27	EA	X	\$250.00	=	\$6,750.00
Proposed Stop Sign	5	EA	X	\$250.00	=	\$1,250.00
Trees Demolished	7	EA	X	\$1,000.00	=	\$7,000.00
MOBILIZATION	1	EA	X	\$25,000.00	=	\$25,000.00
MOT	1	EA	X	\$10,000.00	=	\$10,000.00
						\$335,416.00

ALTERNATE 5 **UPDATED 4-18-2023**

PROJECT NAME Zephyrhills Sidewalks & Trails -- Woodland Elementary & Zephyrhills High Schools

DESCRIPTION	QUANTITY	UNIT	X	UNIT PRICE	=	TOTAL COST
4" Concrete Sidewalk	195	CY	X	\$350.00	=	\$68,250.00
6" Concrete Pavement	91	CY	X	\$400.00	=	\$36,400.00
Number of Driveways Demolished	31	EA	X	\$400.00	=	\$12,400.00
2' Wide White Striping	426	LF	X	\$4.00	=	\$1,704.00
1' Wide White Striping	499	LF	X	\$2.00	=	\$998.00
2' Wide Detectable Warnings	233	SF	X	\$20.00	=	\$4,660.00
Proposed Crosswalk Sign	4	EA	X	\$250.00	=	\$1,000.00
Proposed Stop Sign	2	EA	X	\$250.00	=	\$500.00
Trees Demolished	5	EA	X	\$1,000.00	=	\$5,000.00
MOBILIZATION	1	EA	X	\$15,000.00	=	\$15,000.00
MOT	1	EA	X	\$2,500.00	=	\$2,500.00
						\$148,412.00

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

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

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

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

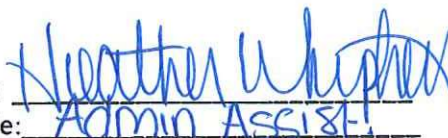
For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor the sum of **\$1000.00**. This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

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

 James M. Pietracatella, Jr. / B.R.W. Contracting, Inc. 04/21/2023
Signature/Print Name/Company Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 21 day of April A.D. 2023



By: 
Title: Admin Asst

Bond Number: N/A

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

B.R.W. Contracting, Inc.

2522 Hunt Road, Land O' Lakes, FL. 34638

as Principal, hereinafter called the Principal, and

American Alternative Insurance Corporation

437 Madison Avenue, 26th Floor, New York, NY 10022

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Zephyrhills, FL.

5335 8th Street, Zephyrhills, FL. 33542

Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.

(Here insert full name and address or legal title of Contractor/Vendor)

(Here insert full name and address or legal title of Surety)

(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of _____

_____ Dollars (\$2,000,000.00),
Two Million & 00/100 _____

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

City Sidewalk Project - Bid #11-23-01

16th Street, Raymond B Stewart-North & South, West Elementary School, Woodland Elementary & Zephyrhills High School

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21 day of April 2023

Jessica Chaitin
(Witness)

B.R.W. Contracting, Inc.

(Principal)

(Seal)

James R. Patino
President
(Title)

Melanni Brown
(Witness)

American Alternative Insurance Corporation

(Surety)

(Seal)

David B. Shick
(Title)

Attorney-in-Fact &
Florida Licensed Resident Agent

****Must be spelled out in the fields provided. It is not allowed to put in 5% on this form.** David B. Shick, Attorney-In-Fact &
Licensed FL Resident Agent #A241176



CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

David B. Shick and Brandy Baich

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner
Michael G. Kerner
President

Attest:

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 21 day of April, 2023.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

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

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

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

by James M. Pietracatella, Jr. / President
(print individual's name and title)

for B.R.W. Contracting, Inc.
(print name of entity submitting sworn statement)

whose business address is

2522 Hunt Rd. Land O' Lakes, FL 34638

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0000205 (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

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

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

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

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

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

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

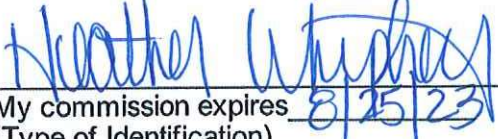
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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


(Signature)

Sworn to and subscribed before me this 21 day of April, 2023.

Personally known ✓

Or Produced identification
Notary Public – State of FL


My commission expires 8/25/23
(Type of Identification)



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

Form PUR 7068 (Rev. 06/18/92)

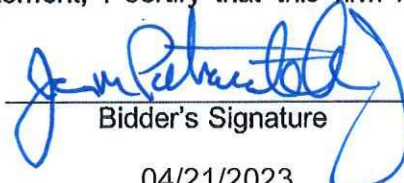
DRUG-FREE WORKPLACE FORM –11-23-01

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

certifies that B.R.W. Contracting, Inc does:
(Name of Business)

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

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



Bidder's Signature
04/21/2023

Date

PUR062.036
re. 10/97

E-VERIFY CERTIFICATION FORM -11-23-01

All vendors, contractors and subcontractors doing business with the City of Zephyrhills must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

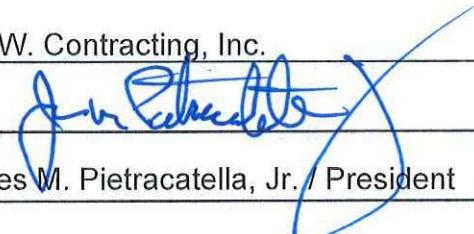
Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or City upon request.

CERTIFICATION

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: B.R.W. Contracting, Inc.

Authorized Signature: 

Printed Name/Title: James M. Pietracatella, Jr. / President

Address: 2522 Hunt Rd. Land O' Lakes, FL 34638

Date: 04/21/2023

Phone: 813-996-5882

Email: jimp@brwcontracting.org

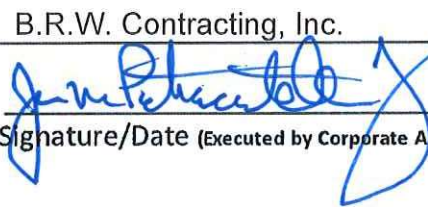
The City of Zephyrhills reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential City actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract vendor from performing services in any aspect to the City.

Please send the completed form with your submittal.

Addenda Receipt Acknowledgment --11-23-01

Addendum # <u>1</u>	Date <u>04/18/2023</u>	Initials <u>JP</u>
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____

Company Name: B.R.W. Contracting, Inc.

Firm Representative:  04/21/2023

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT – 11-23-01

State of Florida
County of Pasco

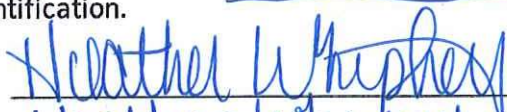
James M. Pietracatella, Jr., being first duly sworn, deposes and says that he she is
President of B.R.W Contracting, Inc, the party making the fore-going submittal of qualifications or bid that such submittal
(partner or officer of the Firm, etc)
Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed,
directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and
has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or
conference, with any person, to secure any advantage against the City of Zephyrhills of any person
interested in the proposed contract; and that all statements in said response are true.


Officer

B.R.W. Contracting, Inc. (Company Name)

State of Florida
County of Pasco

The foregoing instrument was acknowledged before me this 21 day of April 2023 by
James M. Pietracatella (name and title of corporate officer)
of B.R.W Contracting (Name of Corporation),
a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification.


Heather Whipkey
Admin. Assistant

(Signature line for notary public)

(Name of notary type, printed or stamped)

(Title or rank)

My commission expires: 8/25/23
Serial number, if any GG362350



Errors or Omissions – 11-23-01

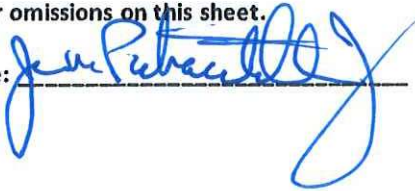
Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ YES

☒ No

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

Company Name: B.R.W. Contracting, Inc.

Signature: 

CITY OF ZEPHYRHILLS – BID 11-23-01
CITY SIDEWALK PROJECT

REFERENCES –Projects of SIMILAR Scope – 11-23-01
Within the last five (5) years-Minimum 5 references

Reference 1: Company Name: City of Zephyrhills
Project Name: Intersection Projects Project Amount: \$ 2,161,884.40
Start Date: 10/2020 Finished Date: 11/2021
Description: The work performed includes roadway construction such as: Earthwork, roadway paving and grading, curb and gutter, sidewalks pipe culvert and drainage structures, signing and pavement markings.

Contact Name: Shane LeBlanc Phone: 813-780-0022 x 3561
Email: sleblanc@c.zephyrhills.fl.us Within Budget: YES ☒ NO ☐*Explain

Reference 2: Company Name: Miller Construction
Project Name: Tampa Commerce Phase 1 Project Amount: \$ 5,853,009.00
Start Date: 09/2021 Finished Date: 02/2023
Description: The scope consisted of site clearing, earthwork, storm drainage installation, asphalt paving, concrete sidewalks, curbs, signage and striping, and underground utilities.

Contact Name: Steve Glascott Phone: 407-919-6077
Email: sglascott@millerconstruction.com Within Budget: YES ☒ NO ☐*Explain

Reference 3: Company Name: Itasca Construction Associates
Project Name: Grand Oaks Phase 4 Project Amount: \$ 2,500,000.00
Start Date: 03/2022 Finished Date: 10/2022
Description: The scope consisted of site clearing, earthwork, storm drainage, underground utilities, along with concrete sidewalks, curbs, and asphalt paving.

Contact Name: Justin Aube Phone: 813-975-8900 x24
Email: jaube@itascatampa.com Within Budget: YES ☒ NO ☐*Explain

Reference 4: Company Name: City of Dade City
Project Name: 10th Street Sidewalk Project Project Amount: \$ 204,859.00
Start Date: 09/2021 Finished Date: 06/2022
Description: Removed existing asphalt curbing, graded the ROW, placed 2,660 LF of D-curb, placed 1,600 SY of 4" concrete sidewalk, and 10 residential driveway aprons.

Contact Name: Bryan Holmes Phone: 352-424-5778
Email: Bholmes@dadecityfl.com Within Budget: YES ☒ NO ☐*Explain

CITY OF ZEPHYRHILLS – BID 11-23-01
CITY SIDEWALK PROJECT

REFERENCES –Current ACTIVE Projects – 11-23-01

Within the last five (5) years-Minimum 5 references

Reference 1: Company Name: Epperson North Community Development District
Project Name: Tyndall Road Improvements Project Amount: \$ 1,552,968.87
Start Date: 02/2021 Finished Date: On-going
Description: Constuction of asphalt road, installation of storm system and all utilities, concrete curbing and sidewalks.

Contact Name: Jarrold Finora Phone: 352-467-5529
Email: jarrod@metrodbg.com Within Budget: YES ☒ NO ☐ *Explain

Reference 2: Company Name: Welbro Construction
Project Name: Auburndale Warehouse Distribution Project Amount: \$ 10,662,142.85
Start Date: 04/2022 Finished Date: On-going
Description: The job consisted of sitework, utilities, earthwork, ponds, new roadway, parking lots and sidewalks.

Contact Name: Mark Orvis Phone: 407-475-0800
Email: morvis@welbro.com Within Budget: YES ☒ NO ☐ *Explain

Reference 3: Company Name: Frampton Construction
Project Name: Sunlake Business Center Project Amount: \$ 9,409,506.00
Start Date: 06/2022 Finished Date: On-going
Description: The job consisted of sitework, utilities, earthwork, ponds, parking lots, concrete sidewalks curbs, and striping and signage.

Contact Name: Kyle Shank Phone: 704-837-4552
Email: kshank@frampton.construction Within Budget: YES ☒ NO ☐ *Explain

Reference 4: Company Name: Metro Development Group, LLC
Project Name: Mirada Blvd. Phase 4 Roadway Construction Project Amount: \$ 2,513,280.10
Start Date: 07/2021 Finished Date: On-going
Description: Installation of underground utilities roadway construction, mass grading, paving, sidewalks and concrete starting at Teak Blvd to Curly Road

Contact Name: Marc Schwartz Phone: 813-288-8078 x307
Email: marc@metrodbg.com Within Budget: YES ☒ NO ☐ *Explain

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Form – 11-23-01**

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

Vendor:

B.R.W. Contracting, Inc
Name of Company – Please Print

Signature:


Authorized Company Representative

Name/Title:

James M. Pietracatella, Jr. / President

Address:

2522 Hunt Rd. Land O' Lakes, FL 34638

Date:

04/21/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2023

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

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

PRODUCER	CONTACT NAME: Denise D'Abato
Stahl & Associates Insurance Inc.	PHONE (A/C, No, Ext): (813) 818-5300
3939 Tampa Road	FAX (A/C, No): (813) 818-5396
	E-MAIL ADDRESS: denise.dabato@stahlinsurance.com
Oldsmar FL 34677	INSURER(S) AFFORDING COVERAGE
	INSURER A: Amerisure Insurance Co
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 23-24 Master 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	CPP21165800201	01/25/2023	01/25/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	CA21165790201	01/25/2023	01/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WC21165810201	01/25/2023	01/25/2024 ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

SAMPLE ENDORSEMENTS ATTACHED

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY
XXXXXXX

XXXXX

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

Michael A. Regano

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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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
B.R.W. Contracting, 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.
2522 Hunt Rd.

6 City, state, and ZIP code
Land O Lakes, FL 34638

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

2	6	-	0	0	0	0	2	0	5
---	---	---	---	---	---	---	---	---	---

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 ►

Date ►

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.

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



John Gatlin
BUREAU CHIEF

Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: James M Pietracatella
2522 Hunt Road
Land O Lakes FL 34638

BUSINESS ORGANIZATION: BRW Contacting, Inc

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2022
Type: 09
Class: 14
County: Pasco
License/Permit #: FPC21-000008
Expiration Date: 06/30/2024



A handwritten signature in cursive script that reads "Jimmy Patronis".

Chief Financial Officer

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



PIETRACATELLA, JAMES JR

B.R.W. CONTRACTING, INC.

2522 HUNT ROAD

LAND O' LAKES FL 34638

LICENSE NUMBER: CUC1225733

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Certificate of Completion

Kenneth Schalk

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate (Refresher)**

07/01/2023

15

Keven Belanger

53275

Date Expires

FDOT Provider #

Instructor

Certificate #



United Safety Council
1505 E. Colonial Drive
Orlando, FL 32803
unitedsafetycouncil.com
gvictor@floridasafety.org



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

11-23-01 SIDEWALK PROJECTS

Invitation to Bid - Cover Sheet
 Bid Response Form
 Bid Response Part 2
 Package Acknowledgement
 Bid Bond
 Public Entity Crimes
 Drug Free Workplace Form
 E-Verify Certification
 Addenda Receipt Acknowledgement
 Non-Collusive Affidavit
 Errors or Omissions
 References
 FEIN
 Licenses

 Certification Regarding Debarment, Suspension
 Ineligibility and Voluntary Exclusion Form
 SoF-Suspension
 SoF-Complaint
 SoF-Convicted
 FDOT Suspension List
 Better Business Bureau
 Sunbiz
 DBPR
 Certificate of Insurance
 W-9
 MYFLORIDA MARKETPLACE-LICENSE

1 FrontEnd
 3 FrontEnd
 4 FrontEnd
 25 FrontEnd
 32 FrontEnd
 33 FrontEnd
 36 FrontEnd
 38 FrontEnd
 39 FrontEnd
 41 FrontEnd
 42 FrontEnd
 43 FrontEnd

45 FrontEnd

AJAX	LAS CONTRACTING	GIBBS & REGISTER	BRW CONTRACTING
YES	YES	YES	
YES	YES	YES	
YES	YES	YES	
YES	YES	MISSING	
YES	YES	LESS THAN 5%	
YES	YES	YES	
YES	YES	YES	
YES	YES	YES	
YES	YES	YES	
YES	YES	YES	
YES	YES	YES	
26-1871966	59-3674850	59-3026022	
CGC059906		CGC062479-08.31.2024	
8.31.24		PE66586-02.28.25	
FDOT COFQ		CUC1224871-08.31.2024	
YES	YES	YES	

ADDRESS:

CHRISTIE ALVARO
 ONE AJAX DR
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 941-486-3600
FLESTIMATE@AJAXPAVING.COM

13701 N. NEBRASKA AV #102
 tAMPA, fl 33613
 813-240-1069
LASCONTRACTING@AOL.COM

JOHN RODRIGUEZ
 232 S. DILLARD ST
 WINTER GARDEN FL 34787
 407-654-6133
ESTIMATING@GIBBSREG.COM

11-23-01 – Zephyrhills Sidewalks & Trails
April 18, 2023
Addendum 1

A question was raised on the bid form which didn't show Mobilization or Maintenance of Traffic for each of the five Alternatives. Would the City consider adding these two items in the bid form for each location?

Response: Yes. A revised excel spreadsheet Bid Form has been generated and uploaded to BidNet Direct. Shows an updated date of 4-18-2023.

BUSINESS ITEMS/PUBLIC HEARING 3.1

Premium Stone Gallery Warehouse & RV Storage Conditional Use

First Reading **RESOLUTION NO. 816-23 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS; APPROVING A CONDITIONAL USE FOR A RECREATIONAL VEHICLE STORAGE FACILITY IN THE GENERAL COMMERCIAL (C3) ZONING DISTRICT ON PARCEL 13-26-21-0070-12100-0010; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No. 816-23 on the First Reading

Issue:

Request for Conditional Use submitted by 4014 20th Street, LLC (Jose Lucas) for an accessory recreational vehicle storage facility on a portion of real property generally located at 4069 20th Street, currently zoned C3 (General Commercial).

Background:

Recreational vehicle storage may be considered a conditional use in C3 (General Commercial) zoning, per Table 2.02.01 of the Land Development Code (LDC), in accordance with the standards for issuance found in 11.10.01(B), LDC. Recreational vehicle storage on the property is proposed to be accessory to the principal granite wholesale retail/warehouse business - Premium Stone Gallery Warehouse.

Ordinance No. 1455-23 - Indoor/Outdoor Storage Moratorium. On February 27, 2023, City Council approved a 12-month moratorium on the approval of plans and permitting of indoor and outdoor storage uses, including recreational vehicle storage. This moratorium provides and exemption when pre-application meetings are held prior to the effective date of the ordinance. The applicants held a pre-application meeting with City staff on February 8, 2023 and submitted a complete application on February 24, 2023, prior to the effective date of the ordinances, and are therefore exempt from the moratorium.

Attachment(s):

1. Staff Report(R)_USE-0013-22
2. USE-0013-23_Survey
3. USE-0013-23_Statement of Use (Boggs Engineering)
4. USE-0013-23_Justification Report (Boggs Engineering)

5. Building Floor Plan & Elevations
6. 22145 Conditional Use Plan
7. USE-0013-23_City Council
8. 22145 Revised Conditional Use Plan (1)
9. 20th Street Arborist Report (1)
10. Premium Stone Rendering

Fiscal Impact:

N//A

Staff Recommendation:

On March 21, 2023, the SPRC did recommend approval with the condition that the establishment of the recreational vehicle storage use be tied to the construction and establishment of the wholesale retail/warehouse business.

On April 18, 2023, the Planning Commission did recommend approval with the condition that the establishment of the recreational vehicle storage use be tied to the construction and establishment of the wholesale retail/warehouse business.



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STAFF REPORT

PLANNING REPORT 4.2

To: City Council
From: Audrey McGuire, AICP – *Historic Preservation Specialist/Community Planner*
Re: USE-0013-23, Premium Stone Gallery Warehouse & RV Storage
Request for Conditional Use

...

I. BACKGROUND INFORMATION

Request for Conditional Use submitted by 4014 20th Street, LLC (Jose Lucas) for an accessory recreational vehicle storage facility on approximately 2.91 acres of real property, generally located at 4069 20th Street. Recreational vehicle storage proposed on the property will be accessory to the principal granite wholesale retail/warehouse business – Premium Stone Gallery Warehouse.

Subject Property

Address: 4069 20th Street
Parcel #: 13-26-21-0070-12100-0010
Location: NW Corner of 20th St and Tucker Rd
Property Size: 2.91 Acres
FLU Classification: MU (Mixed Use)
Zoning District: C3 (General Commercial)

Property Owner/Applicant

4014 20TH STREET, LLC (Jose Lucas)
4069 20th Street, Zephyrhills, FL 33542





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II. DATA & ANALYSIS

A. Ordinance No. 1455-23, Indoor/Outdoor Storage Moratorium

On February 27, 2023, City Council approved a 12-month moratorium on the approval of plans and permitting of indoor/outdoor storage uses, including recreational vehicle storage. This moratorium provides an exemption when official pre-application meetings are held with City staff prior to the effective date of the moratorium. The applicants held a pre-application meeting with staff on February 8, 2023 and submitted a complete application on February 24, 2023, prior to the effective date of the moratorium; therefore, this application is exempt from the moratorium and may be processed in accordance with Land Development Code requirements.

B. Character of Surrounding Area

The term character, as it relates to land use, can be defined as the “image and perception of a community as defined by its built environment, landscaping, natural features and open space, types and styles of housing, and number and size of roads and sidewalks.”¹

The subject property is located at the northwest corner of Tucker Road and 20th Street, and is currently zoned for C3 (General Commercial) use. This zoning district is intended to support commercial uses with potential land use conflicts (e.g., truck traffic, material storage, noise, odor, air pollutants, etc.). The C3 zoning district provides for uses which are more intense than would be supported in C2 (Community Commercial) are not strictly industrial uses, but could be accommodated within an industrial zoning (i.e., wholesale retail, warehousing, storage, distribution, etc.)

The surrounding area is characterized by a mix of industrial and low-density residential uses. The subject property is the only commercial-parcel in the area and may serve as a transition between heavier industrial users to the south and nearby residential uses. Below is a breakdown of surrounding area land uses and zoning districts:

	Zoning District	Future Land Use Classification	Current Use
North	Pasco AR & R1 City LI	Pasco RES-3 City IN	Low-Density SF Residential Light Industry (Water Plant)
South	City LI	City IN	Heavy Industrial
East	Pasco AR City R1	Pasco RES-3 City RS	Low-Density SF Residential
West	Pasco AR, AC & I1	Pasco IL	Low-Density Residential
	Pasco AC = Agriculture Pasco AR = Agriculture/Residential Pasco R1 = Pasco I1 = City LI = Light Industrial City R1 = Low-Density Residential	Pasco RES-3 = Residential (3 u/a) City RS = Residential Suburban (2-7.5 u/a) City IN = Industrial <i>Pasco Industrial Light</i>	

Zoning Districts

Pasco AC = Agricultural
Pasco AR = Agriculture/Residential
Pasco R1 = Rural Density Residential
Pasco I1 = Light Industrial Park
City R1 = Low Density Residential
City LI = Light Industrial

FLU Classifications

Pasco RES-3 = Residential, 3 du/ga
Pasco IL = Industrial-Light
City RS = Residential Suburban (2.0 - 7.5 du/ga)
City IN = Industrial

¹ A Planner’s Dictionary, PAS Report #521/522, American Planning Association, Chicago, IL, 2004, page 109



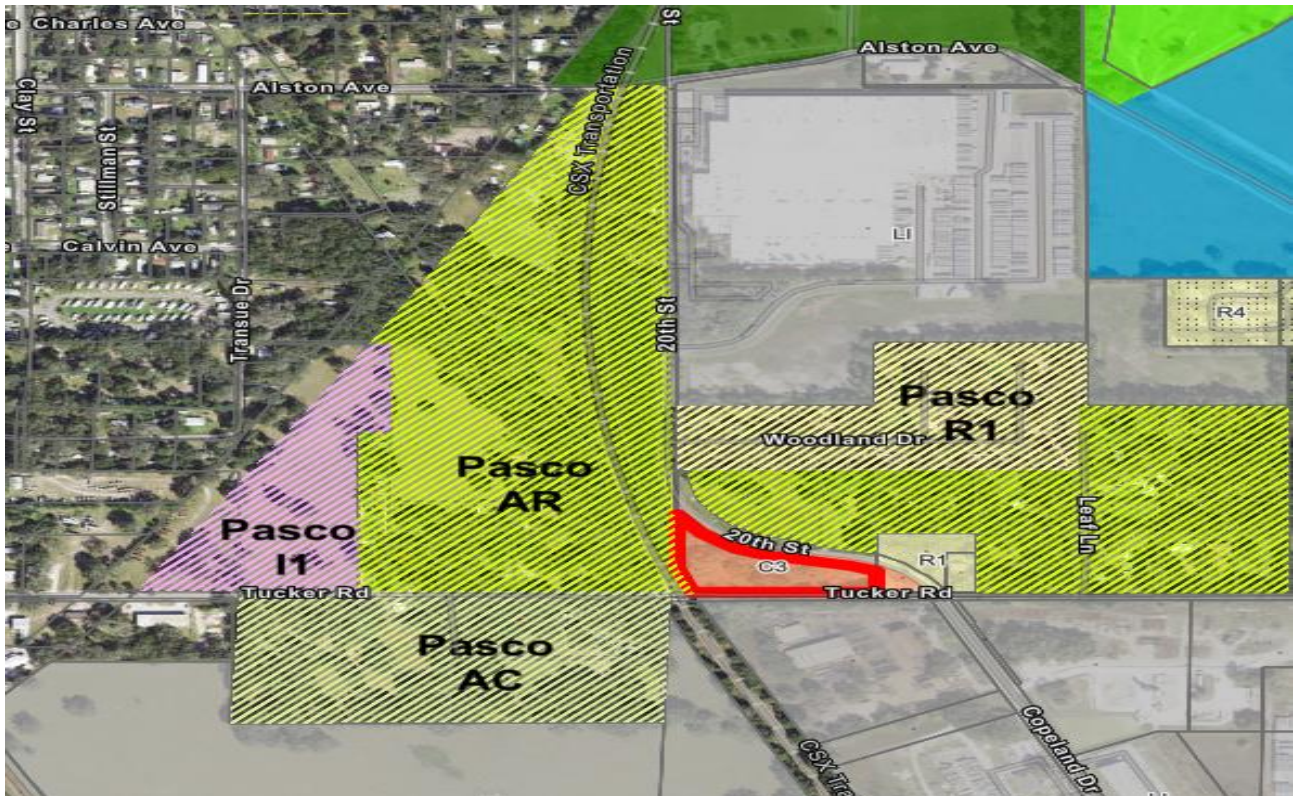
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Parcels located to the west of the subject property in unincorporated Pasco County are currently zoned and used for residential purposes; however, they are currently slated for future redevelopment as industrial uses, with an established Future Land Use Classification of Pasco IL (Industrial-Light).

Map 2: Existing Zoning Districts



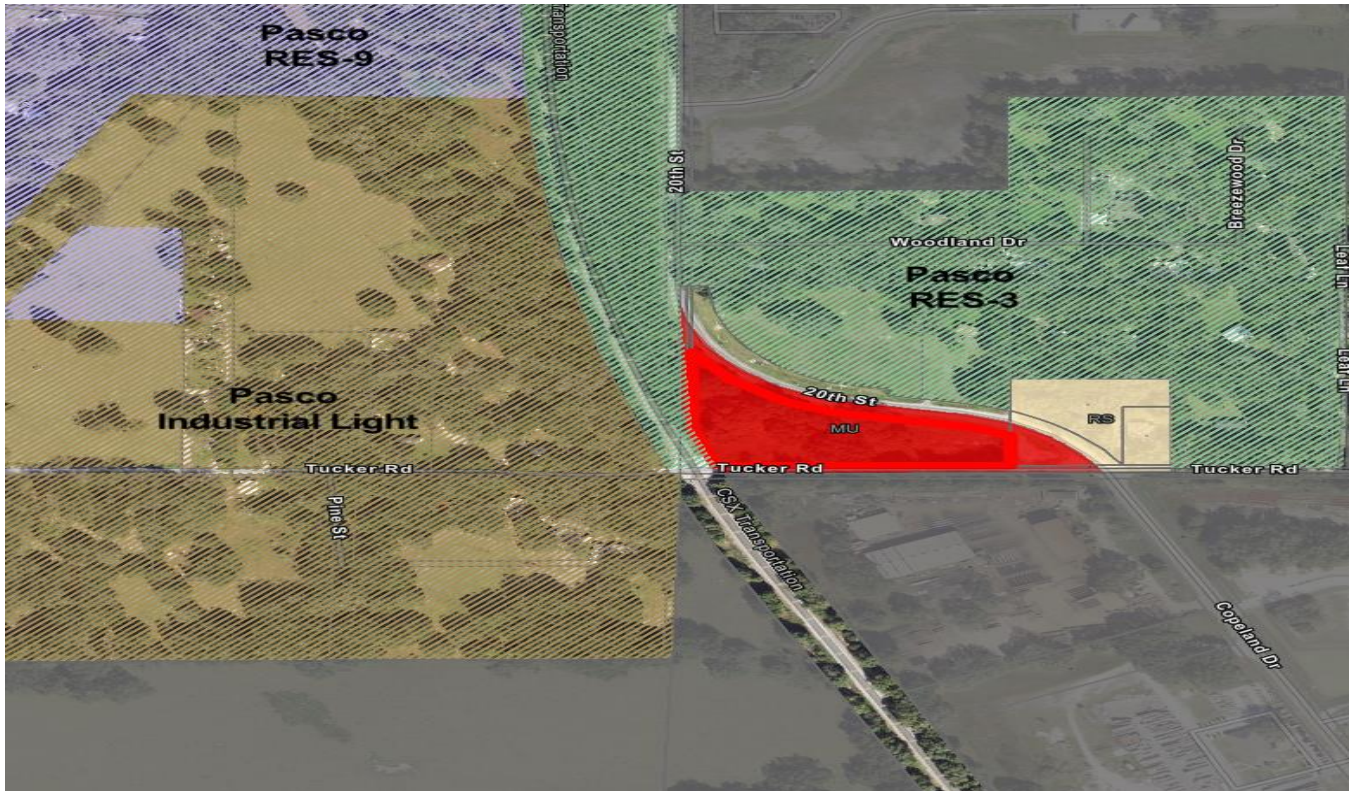
Map 3: Existing Future Land Use Classifications



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C. Standards for Issuance – 11.10.01(B), LDC

Section 11.10.01(B) of the Land Development Code establishes review standards for conditional uses. These standards are outlined below with staff's findings. The applicant's statement of compliance can be found on page 4 of the attached justification report (Exhibit B) provided by Boggs Engineering.

1. The proposed conditional use will not adversely affect or contribute to the deterioration of property values in the immediate neighborhood.
 - a. **STAFF FINDINGS:** The proposed recreational vehicle storage, as an accessory use, will have no impact industrial properties to the south. The following was assessed to review potential impact to existing nearby residential:
 - i. The proposed recreational vehicle storage use is anticipated to generate less vehicle trips per day than the primary wholesale retail/warehouse business, and combined, both uses will not excessively increase traffic on 20th Street or Tucker Road (see division 3 below).
 - ii. The proposed recreational vehicle storage use is not anticipated to generate noise, odor, dust, glare, smoke, vibration or other negative impacts.
 - iii. The proposed recreational vehicle storage use will be ancillary to the primary wholesale retail/warehouse business, in which development includes a +/-5,000 square foot retail/warehouse building.
 - iv. Potential negative visual impacts of the site will be buffered from existing nearby residential. (See division B below).
2. The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area.
 - a. **STAFF FINDINGS:** *Refer to Division B Above.* Recreational vehicle storage is consistent with the existing industrial land uses to the south and future industrial uses to the west.



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- i. Recreational vehicle storage may be considered as a conditional use in both C3 (subject property) and LI (adjacent properties to the south).
 - ii. Adjacent existing residential properties to the west, separated from the subject property by the CSX railroad, are slated for future redevelopment as industrial uses, per the assigned Pasco County Future Land Use classification of Industrial-Light.
3. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety.
 - a. STAFF FINDINGS: The anticipated number of daily trips generated from the accessory recreational vehicle storage will be considered de minimis² (City = 1,000 daily trips, County = 500 daily trips). The applicants will be required to review access management and potential turn lanes prior to issuance of a County Right-of-Way Use permit (access management needs will be determined by study and Pasco County).
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. STAFF FINDINGS: The subject property is suitable for development:
 - i. The subject property is not located within a basin of special concern, nor are there any identified wetlands on site.
 - ii. The subject property is located within FEMA Flood Zone X [area of minimal flood concern.
 - iii. Per Pasco County GIS data, the subject property contains Taveres Sand [Moderately Well-Draining].
 - iv. Access is available to the site via 20th Street and Tucker Road. Both roadways are owned/maintained by Pasco County. The applicants will be required to submit a substandard roadway analysis and access management review with Pasco County prior to receiving a County Right-of-Way Use Permit.
 - v. Adequate parking/storage for recreational vehicle storage will be provided. The City does not have specified standards for off-street parking of passenger vehicles related to recreational vehicle storage uses; however, any off-street parking necessary can be accommodated at the primary wholesale/retail warehouse use on site.
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. STAFF FINDINGS: The subject property will be fenced and is required to meet the minimum landscape requirements established in Part 7.06.00, LDC. The applicants are proposing to mitigate potential impacts to nearby residential uses in accordance with the following:
 - i. Increasing the required 15-foot type D buffer along 20th Street to a 20-foot wide type C buffer to better screen the property from existing low-density residential uses to the north/east. The type C buffer will include an opaque vinyl fence, a staggered double row of trees, and shrubs.
 - ii. Placement of the stormwater retention pond to the northeast of the site, providing greater separation for the recreational vehicle storage use from adjacent residential properties.
 - iii. Adjacent residential properties to the west, slated for future industrial redevelopment, are separated from the subject property by the CSX railroad and existing heavy mature tree line along said right-of-way. The applicants will be providing a 15-foot wide type D landscape buffer (1 tree per 50 linear feet, shrubs and groundcover) along the perimeter vinyl fence.
6. The proposed site meets the applicable requirements of the zoning district in which it is located.
 - a. STAFF FINDINGS: The subject property meets the minimum size criteria of the C3 zoning district. The subject property is not considered a non-conforming lot and may be developed in accordance with LDC and Building Code Standards.
7. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.
 - a. STAFF FINDINGS: All lighting will be reviewed with the site development plans. Lighting shall not interfere with the approach zones of the nearby Zephyrhills Municipal Airport, nor be designed to spill onto

² Definition = lacking significance or importance; so small/minor as to merit disregard.



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adjacent properties or interfere with traffic along 20th Street and Tucker Road. The location of proposed monument signs will be reviewed with the site development plans. Signs are reviewed for conformance with Article VIII of the Land Development Code and permitted separately by the Building Department.

8. The proposed conditional use will not interfere with or adversely affect the health, safety or welfare of the surrounding community area.
 - a. **STAFF FINDINGS:** The proposed recreational vehicle storage use will be ancillary to the primary wholesale retail/warehousing business (which is allowed by right in the zoning district), will be adequately screened landscaping above code-minimum requirements, and is not anticipated to otherwise affect the health, safety or welfare of the community.

D. Land Use Compatibility

A land use may be considered conflicting if incompatible with the one or more adjacent uses and/or if transferring negative economic or environmental impacts to another property, such as increased traffic; vibration, noise, odor, dust, smoke and air pollutants; mismatched land uses or density, height or massing; loss of privacy; and unsightly views.

The area surrounding the subject property primarily consists of a mix of industrial and low-density residential uses, which may be in conflict with one another. The proposed use of the subject property for recreational vehicle storage is compatible with industrial users to the south and is not anticipated to have greater negative impact on nearby residential than already exists in the area. The applicants have taken steps to mitigate potential negative impacts to residential properties to the east by increasing the minimum landscape buffering requirements, placement of the retention pond, and providing an opaque vinyl fence around the entire perimeter.

Recreational vehicle storage as an accessory use on the subject property is compatible with existing industrial land uses to the south and future industrial land use classifications to the west, and the applicants will mitigate potential impacts to existing residential in the area.

III. PRIOR ACTION & RECOMMENDATION

Recommendation of Approval with Condition that the recreational vehicle storage use be established either in conjunction with or after development of the primary wholesale retail/warehouse use.

Site Plan Review Committee – The SPRC recommended approval with the above-stated condition on March 21, 2023.

Planning Commission – The Planning Commission recommended approval with the above-stated condition on April 18, 2023.

Section 13 Township 26 South, Range 21 East
Pasco County, Florida

Statement of Use

20th Street Recreational Vehicle Storage

4014 20th Street, LLC (Owner) is requesting conditional use approval from the City of Zephyrhills to operate a recreational vehicle storage facility at 4069 20th Street, Zephyrhills (Subject Property). The Subject Property is currently zoned C3 – General Commercial and has a Future Land Use of Mixed Use.

The Owner is planning to construct a granite wholesale facility on half of the Subject property. This use is permittable under the site's current zoning and future land use and does not require conditional use approval. The Owner is also planning to construct a recreational vehicle storage yard on the remaining half of the Subject Property if this Conditional Use application is approved by Zephyrhills. The Zephyrhills allows C3-zoned properties to operate recreational vehicle storage facilities if conditionally approved by Zephyrhills. If approved, the Owner will construct a recreational storage yard in conformance with Zephyrhills site, stormwater, and utility infrastructure requirements. Once constructed, the Owner will lease storage area for boats, jet skis, campers, etc. The Owner will operate and maintain the facility in conformance with Zephyrhills' open storage requirements.

The Subject Property is surrounded by industrial and residential properties within the vicinity of the Subject Property. The Subject Property is separated from the residential properties either by railroad right-of-way or 20th Street right-of-way. The proposed use would not detract from the characteristics of the developed areas surrounding the Subject Property. Furthermore, the Owner will screen and buffer the use from any adjacent properties as required by Zephyrhills' land development code. The Conditional Use Justification Report further details the compatibility of this request with the surrounding community.

Prepared For:
4014 20th Street, LLC



BOGGS
ENGINEERING, LLC

Page 112 of 157

TABLE OF CONTENTS

- 1.0 PROJECT OVERVIEW
- 2.0 COMPREHENSIVE PLAN COMPATIBILITY
- 3.0 CODE COMPATIBILITY
- 4.0 SURROUNDING FUTURE LAND USE AND ZONING ANALYSIS
- 5.0 STATEMENT OF COMPLIANCE

Appendix A: Subject Property Aerial

Appendix B: Zephyrhills Future Land Use Map

Appendix C: Pasco County Future Land Use Map

Appendix D: Zephyrhills Zoning Map

Appendix E: Pasco County Zoning Map

1.0 PROJECT OVERVIEW

4014 20th Street, LLC (Owner) is requesting a conditional use approval to allow recreational vehicle storage on its property located at 4069 20th Street, Zephyrhills, FL 33542 (Subject Property). Refer to Appendix A for an aerial of the Subject Property. The Subject Property is zoned C-3, General Commercial and has a Future Land Use (FLU) of Mixed Use (MU). All applicable Future Land Use and Zoning Maps are included as appendices to this report.

2.0 COMPREHENSIVE PLAN COMPATIBILITY

The Subject Property's Mixed Use FLU category delineates urban areas appropriate for intensive residential, office, and retail commercial uses. The proposed open storage would be compatible with the commercial/industrial uses that are prevalent on and within the vicinity of the Subject Property.

3.0 CODE COMPATIBILITY

The Zephyrhills Land Development Code (LDC) allows C-3 properties to have recreational vehicle storage as a conditional use if approved by Zephyrhills. The Owner is requesting approval to operate a recreational vehicle storage facility on a portion of the Subject Property. The Owner would like to rent space for customers to temporarily park boats, jet skis, campers, motorhomes, etc. The Owner will not store dilapidated/deteriorated vehicles if the conditional use application is approved by Zephyrhills. The Owner also plans to operate his granite wholesale business on the remainder of the Subject Property. Refer to the Conditional Use Conceptual included with the application. Therefore, the Owner would maintain the open storage area and ensure the storage area is presentable and will not undermine the aesthetic appeal of his granite wholesale operation. The open storage area would be operated in accordance with the conditions/restrictions outlined in the Zephyrhills' LDC and City Ordinances.

4.0 SURROUNDING FUTURE LAND USE AND ZONING ANALYSIS

The neighboring properties surrounding the Subject Property have varied future land use, zoning, and jurisdiction.

The properties immediately south of the Subject Property are within Zephyrhills' jurisdiction. The southern properties form a large enclave having an Industrial Future Land Use. The Industrial FLU is located on both sides of Copeland Drive/20th Street (the main road approaching the Subject Property from the South). These properties are all zoned as Light Industrial (LI). LI-zoned properties are allowed to have recreational vehicle storage as a conditional use.

The Subject Property is separated from the majority of the adjacent properties to the west by railroad right-of-way. The neighboring properties immediately adjacent to the Subject property are vacant maintenance parcels that are connected to the 20th Street right-of-way. The

neighboring properties on the opposite side of the railroad track are within Pasco County's jurisdiction. These properties have a Light Industrial FLU with Pasco County. However, the current zoning of the properties to the west of the Subject Property are zoned Agricultural Residential. The zoning of the area does not change to Industrial 1 until approximately 1,000 feet past the Subject Property as Tucker Road approaches State Road 39. Though the western properties are currently zoned as Agricultural Residential, these properties are separated from the Subject Property by the railroad. The Owner would screen the requested recreational vehicle storage area in accordance with the Land Development Code.

The Subject Property is separated from the adjacent properties to the north by 20th Street. The northern-adjacent properties are within Pasco County's jurisdiction. These properties have a Residential 3 FLU. These properties are zoned Agricultural Residential. The residential area is bordered by industrial properties to the north and south.

The adjacent parcel to the east of the Subject Property is a small parcel owned by Pasco County's facility management property. It has the same FLU and zoning as the Subject Property. This parcel includes a portion of 20th Street. Given its small size and irregular shape, Pasco County is unlikely to develop the parcel or sell the parcel to another developer.

5.0 STATEMENT OF COMPLIANCE

The Owner seeks a conditional use approval from the City of Zephyrhills which would allow recreational vehicle storage on the Subject Property. The Staff at Boggs Engineering believes this request meets the City's criteria for conditional use approval as details in Section 11.10.01 of the Land Development Code.

The recreational vehicle storage is a consistent use with the surrounding area given the industrial areas either immediately adjacent to or within the vicinity of the Subject Property. The proposed use will also respect the neighboring residential areas by providing any screening/buffering required by Zephyrhills. Additionally, the Owner will operate the facility in a manner that avoids the storage of deteriorated and abandoned vehicles. The Owner desires to provide a service to the surrounding neighborhoods in the event that any residents want to temporarily store any of their recreational vehicles. The proposed use will not generate excessive traffic. The storage area will be constructed with suitable access, stormwater, utility, and screening infrastructure. The Owner will ensure that any signage or lighting (if constructed) will not adversely affect the surrounding areas. This proposed use is allowed as a conditional use- if approved by Zephyrhills- and conforms to the conditional use requirements detailed in Section 11.10.01(B) as listed below:

- (a) The proposed use will not adversely affect or contribute to the deterioration of quality of life or property values in the immediate neighborhood;
- (b) The proposed use is consistent with the character of and existing land use patterns in the surrounding area;
- (c) The proposed use will not create or excessively increase traffic or parking congestion, or otherwise affect public safety;

- (d) The site upon which the proposed use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas;
- (e) The site upon which the proposed use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas;
- (f) The proposed site meets the applicable requirements of the zoning district in which it is located;
- (g) Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic;
- (h) The proposed use will not interfere with or adversely affect the health, safety or welfare of the surrounding community area.

Appendix A: Aerial of the Subject Property

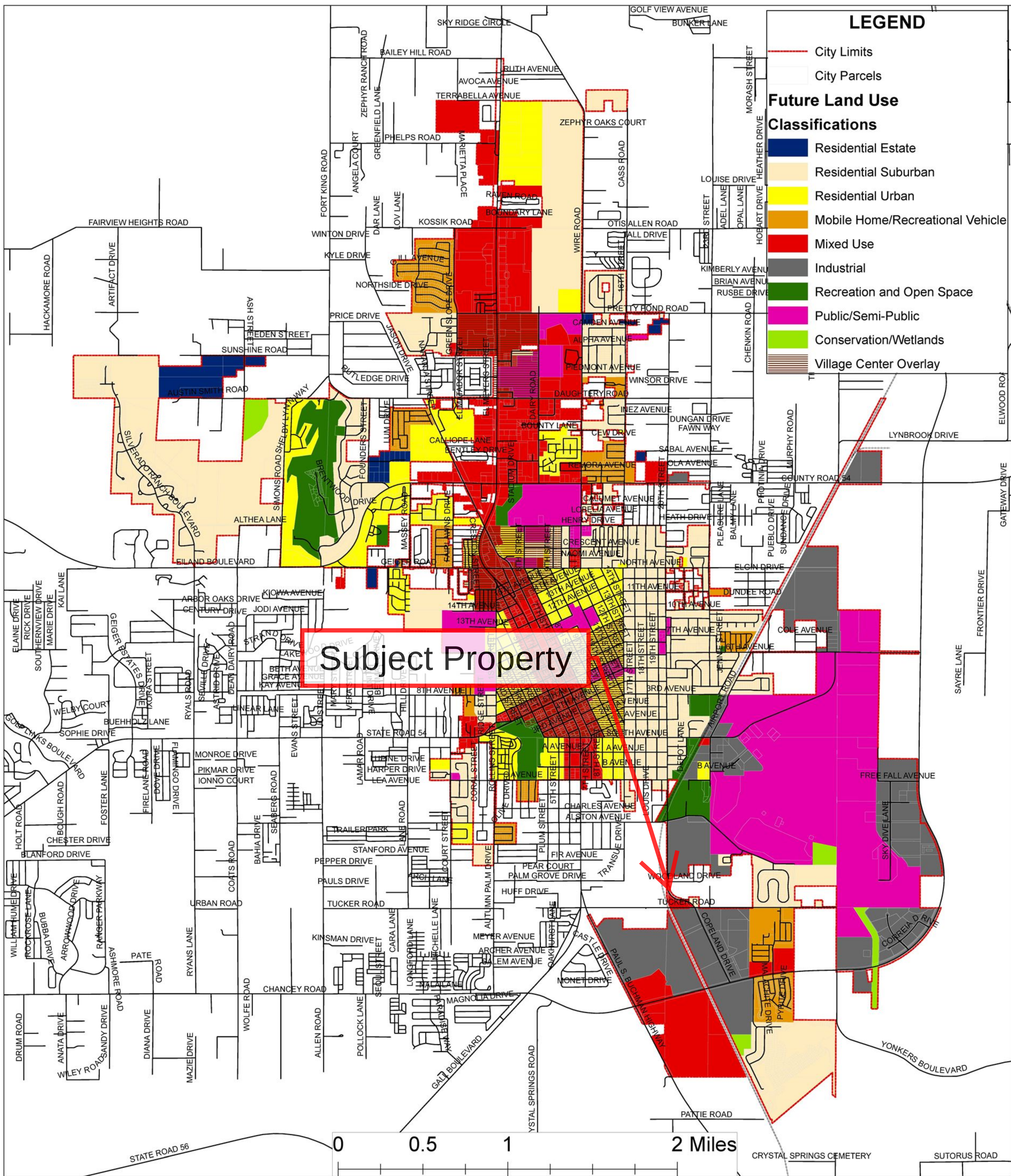


Legend

- Street (Labels)
- Parcel (Lines)
- Owner Name (Label)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Parcels (Hyphenated ID)
- Blocks (Boundaries and Labels)
- Lot (Labels)



Appendix B: City of Zephyrhills Future Land Use (FLU) Map



Subject Property



City of Zephyrhills Future Land Use August 2019

NOTE: For Planning Purposes Only And Updated FLU Changes In Process For Annexed Properties



Source: Pasco County GIS, Property Appr.
Updated 8/28/19 by R.Corniveau & K. Defranc

Appendix C: Pasco County Future Land Use (FLU) Map

Pasco County Future Land Use



2/17/2023, 10:38:06 AM

- Parcels

Railroad

Roads

Footprints

STRUCTURE

Future Landuse

AGRICULTURAL-.1 du/ga*
- AGRICULTURAL/RURAL-.2 du/ga*

COASTAL LAND .025 du/ga**

COMMERCIAL

COMMERCIAL

CONSERVATION LANDS

EMPLOYMENT CENTER

GATEWAY HUB
- INDUSTRIAL-HEAVY

INDUSTRIAL-LIGHT

LIGHT INDUSTRIAL

MAJOR ATTRACTORS

MAJOR PUBLIC/SEMI-PUBLIC

MAJOR RECREATION/OPEN SPACE

MIXED USES
- NEW PORT CORNERS

NEWTOWN

OFFICE

OFFICE

OFFICE

PLANNED DEVELOPMENT

RESIDENTIAL-1 du/ga*
- RESIDENTIAL-12 du/ga*

RESIDENTIAL-24 du/ga*

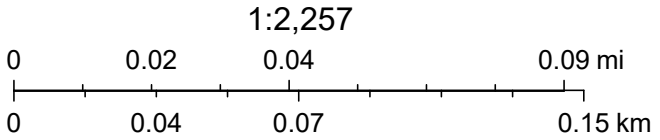
RESIDENTIAL-3 du/ga*

RESIDENTIAL-6 du/ga*

RESIDENTIAL-9 du/ga*

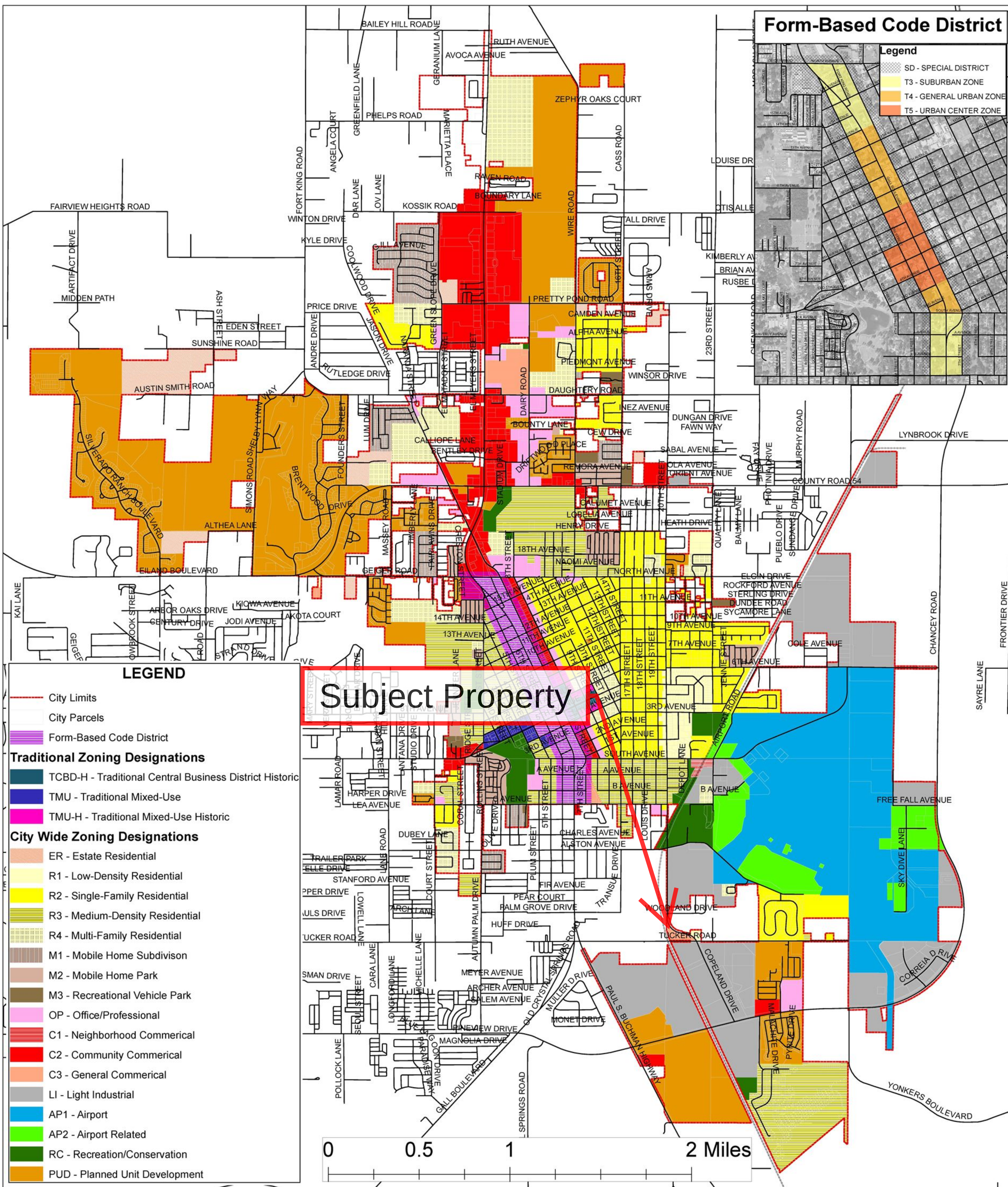
RETAIL/OFFICE/RESIDENTIAL

TOWN CENTER



J Edwards, SWFWMD

Appendix D: City of Zephyrhills Zoning Map



City of Zephyrhills Zoning August 2019

NOTE: For Planning Purposes Only And Updated Zoning Changes In Process For Annexed Properties



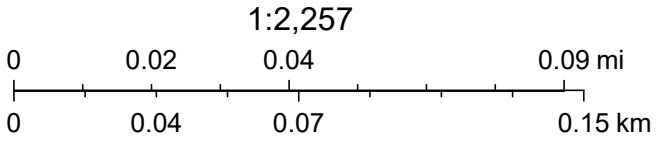
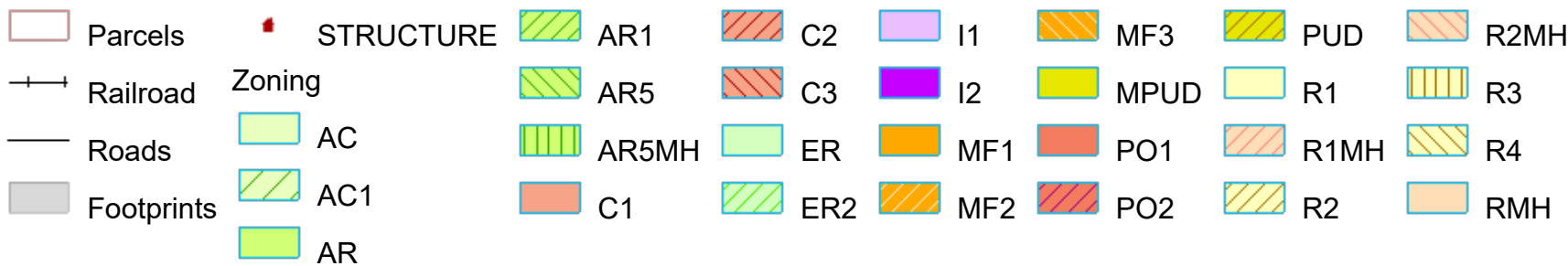
Source: Pasco County GIS, Property Appr.
Updated 8/28/19 by R. Corriveau, K. Defranc, J. Hackett

Appendix E: Pasco County Zoning Map

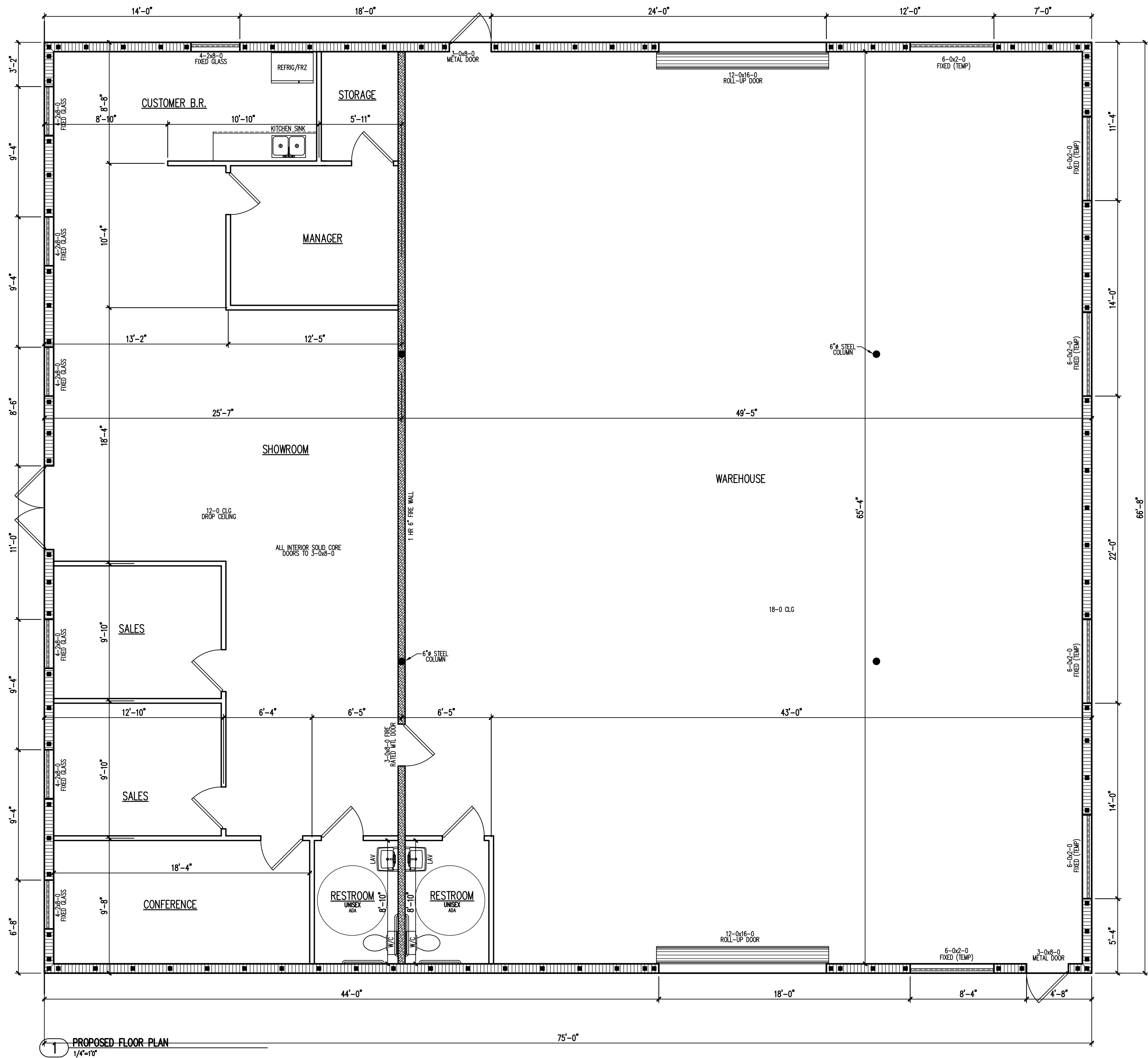
Pasco County Zoning



2/17/2023, 10:36:43 AM



J Edwards, SWFWMD



1 PROPOSED FLOOR PLAN
1/4"=10'

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REVISIONS:



CONSULTANT
LAN ENGINEERING
CA#32690
4801 48th AVE. N.
ST. PETERSBURG, FLORIDA 33714
PHONE: (727) 688-7612

THESE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED UNDER THE DIRECT SUPERVISION OF LAN-ANH NGUYEN, P.E. (FL# 68226). LAN-ANH NGUYEN, HEREBY CERTIFIES THAT THESE DOCUMENTS COMPLY WITH ALL APPLICABLE SECTIONS OF THE FLORIDA BUILDING CODE 2020, 7th EDITION.

THESE PLANS SHALL REFERENCE COMPLIANCE WITH THE 2020, 7th EDITION FLORIDA BUILDING CODE, SECTION 1601, DESIGN CRITERIA & ASCE 7-16.

THIS DRAWING AND DESIGN IS VALID FOR 12 MONTHS AFTER THE DATE IT IS SIGNED & SEALED.

DATE:

PROJECT#NIDB035-21

NEW HOME FOR PREMIUM STONE

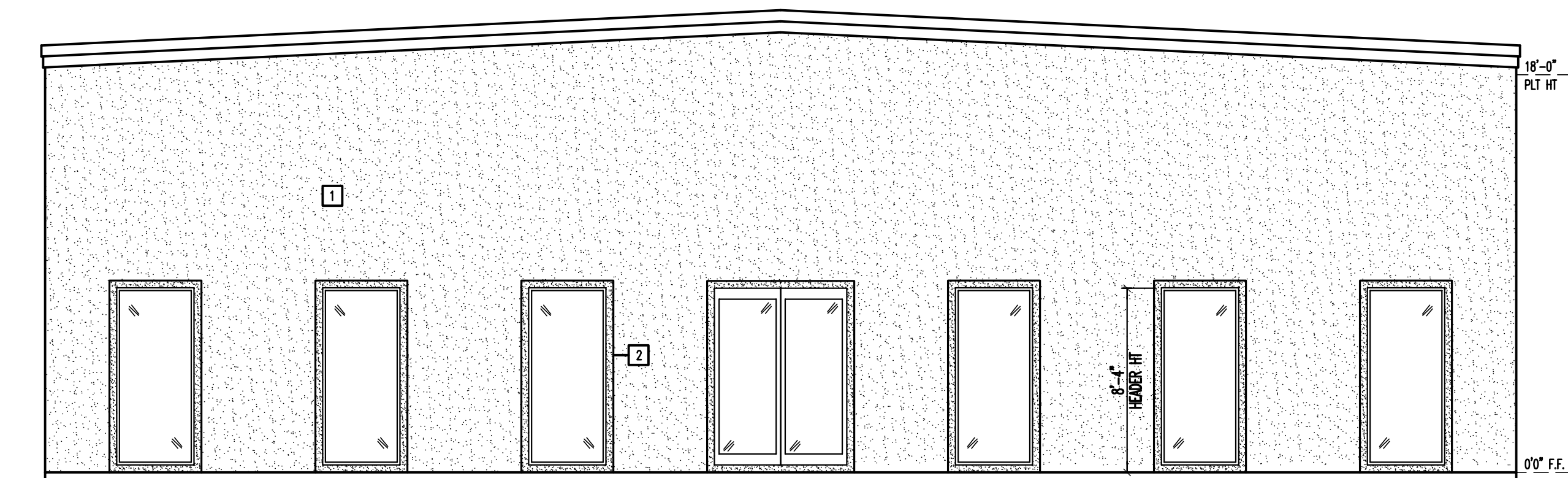
ADDRESS:

CITY: ZEPHYRHILLS

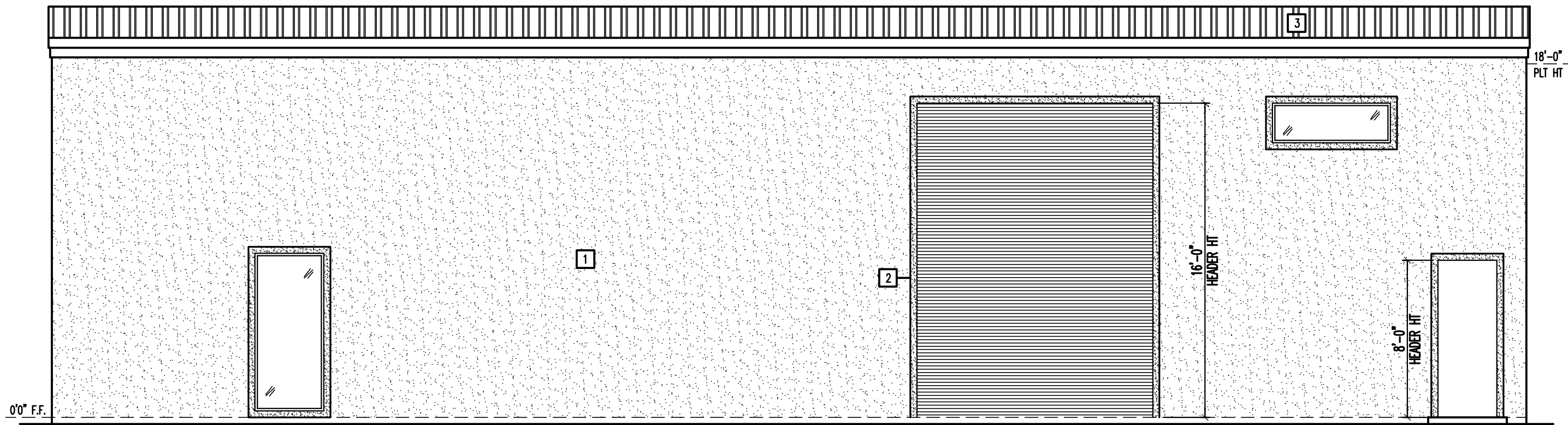
STATE: FL

DATE: 5/8/2022
DRAWN BY: G.S.
CHECKED BY: J.L.
SCALE: AS NOTED

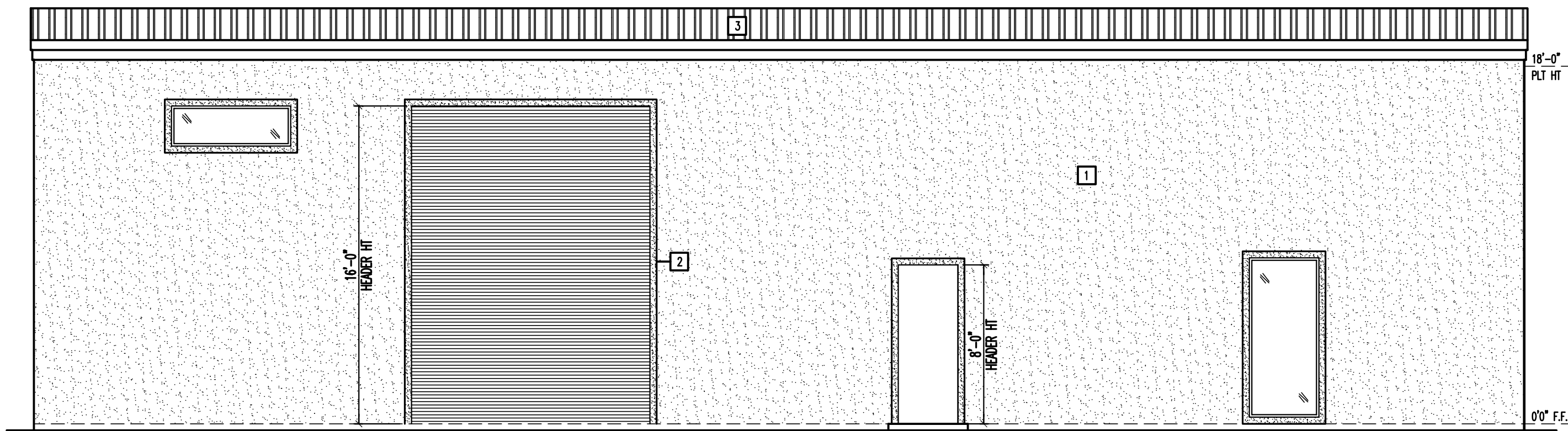
SHEET
3
OF 4



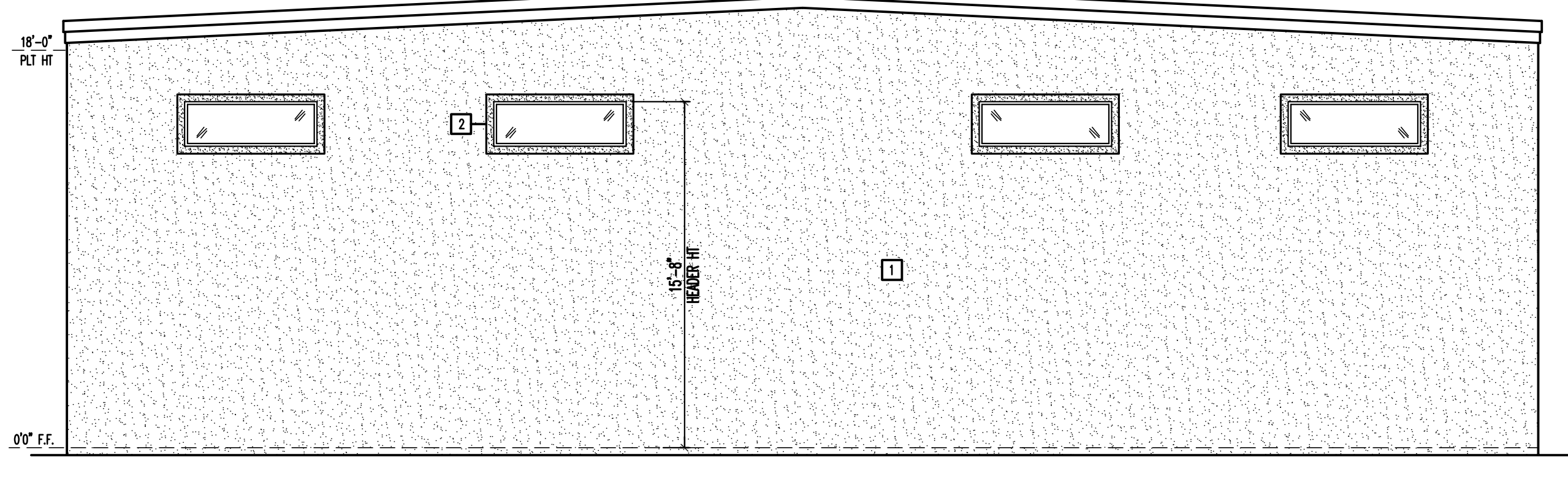
1 PROPOSED EXTERIOR ELEVATION
1/4"=1'-0"
FRONT



2 PROPOSED EXTERIOR ELEVATION
1/4"=1'-0"
LEFT



3 PROPOSED EXTERIOR ELEVATION
1/4"=1'-0"
RIGHT



4 PROPOSED EXTERIOR ELEVATION
1/4"=1'-0"
REAR

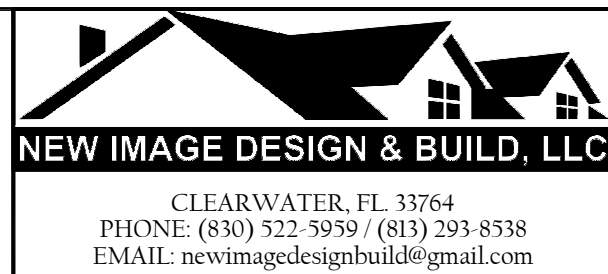
EXTERIOR ELEVATION KEY NOTES

MARK	INDICATION
1	STUCCO FINISH - STYLE & COLOR TO MATCH EXISTING.
2	1x4 STUCCO BANDING - STYLE & COLOR TO MATCH EXISTING.
3	METAL ROOF - STYLE TO MATCH EXISTING & INSTALLED PER MANUFACTURES SPECIFICATIONS.
4	
5	

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DATE: _____

NEW HOME FOR PREMIUM STONE

ADDRESS: _____

CITY: ZEPHYRHILLS

STATE: FL

PROJECT# NIDB035-21

DATE: 5/8/2022

DRAWN BY: G.S.

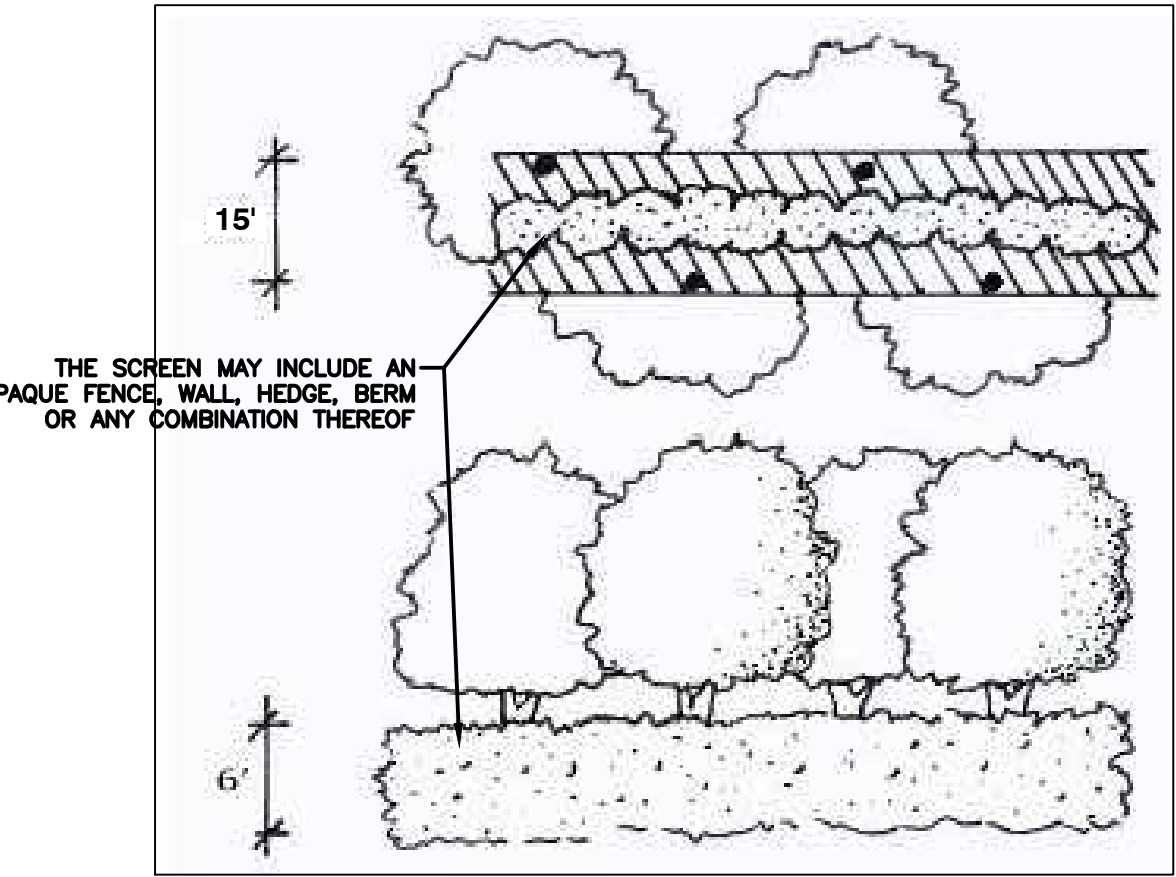
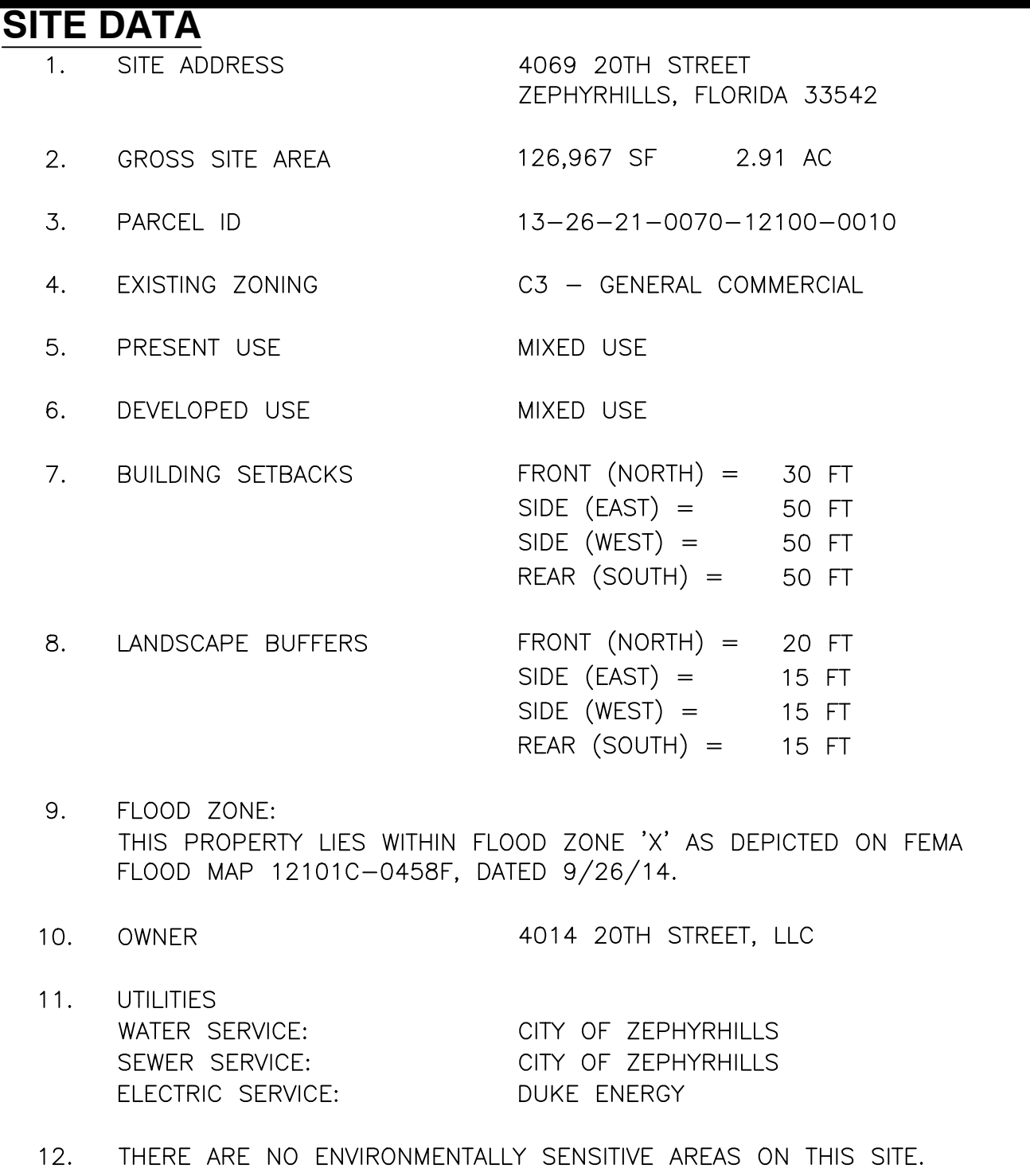
CHECKED BY: J.L.

SCALE: AS NOTED

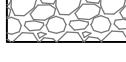
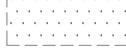
SHEET

3

OF 4



LEGEND

	HANDICAP PARKING
	PROPOSED CURB
	PROPERTY LINE
	RIGHT-OF-WAY
	EXISTING EDGE OF PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT
	PROPOSED GRAVEL
	EXISTING ASPHALT PAVEMENT
	BUFFER TREE

SHEET NO:
CU

USE-0013-23

Premium Stone Gallery Warehouse RV Storage

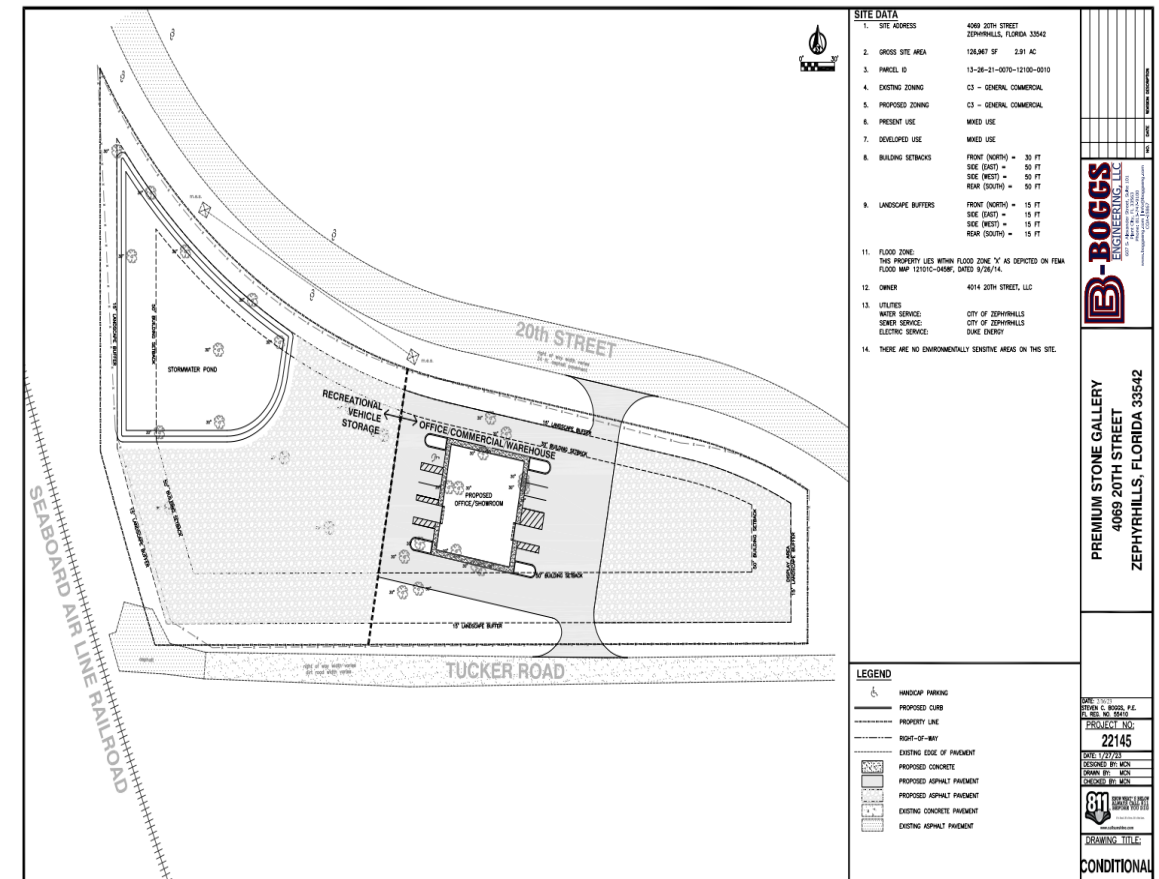


Audrey McGuire, AICP

REQUEST FOR CONDITIONAL USE

Request to establish RV Storage facility in C3 (General Commercial) zoning district.

- Table 2.02.01, LDC allows RV Storage in C3 to be considered as a CU;
- Proposed RV Storage to be accessory use to primary wholesale retail & warehousing business.



SUBJECT PROPERTY

Address: 4069 20th Street

Tax ID #: 13-26-21-0070-12100-0010

Size: 2.91 Acres

Zoning: C3 (General Commercial)

FLU: MU (Mixed Use)



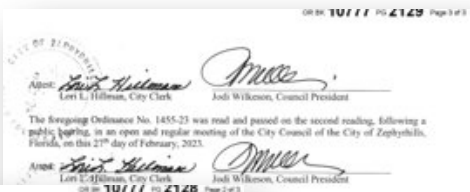
ORD. 1455-23

Indoor/Outdoor Storage Moratorium

Ord. 1455-23 established 1-year moratorium on indoor/outdoor storage uses, effective Feb. 27, 2023.

- Provides exemption where a pre-app is held and/or applications received prior to effective date.

Application Exempt: Held Pre-App w/ staff on Feb. 08, 2023 & submitted complete application on Feb. 24, 2023 prior to the effective date of the moratorium



Section 3. Temporary Moratorium

Beginning on the effective date of this ordinance and continuing through February 27, 2024, or sooner if provided pursuant to Section 5 of this ordinance, a moratorium is hereby imposed on the substantial of plans - permits for recreational vehicle storage, material laydown areas and indoor storage facilities.

Section 4. Exemptions

The following are hereby exempt from this Ordinance: (1) developments which have been issued a Conditional Use by City Council for recreational vehicle storage, material laydown areas, or indoor storage facilities prior to the effective date of this ordinance; and (2) developments which have held a pre-application meeting with city staff prior to the effective date of this ordinance; (3) developments which have submitted site development plans prior to the effective date of this ordinance; and (4) developments which are an (PUD) Master Plan prior to the effective date of this ordinance.

Section 5. Expiration of the Temporary M

The temporary moratorium imposed by 5 of the following occurrences:

- February 27, 2024; or
- A date before February 27, Council of the City of Zephyrhills

Section 6. Repeals

Any and all ordinances in conflict herewith

Section 7. Penalties

Any and all violation of the Ordinance is forth in the Uniform Fine and Citation Schedule; be prosecuted as provided in Section 146.21, constituting a violation shall be fined and process

Section 8. Severability

It is declared to be the intent of the City of any section, subsection, sentence, clause, or a remainder of the ordinance shall be construed as sentence, clause, or provision and shall not be af

Section 9. Inclusion into the Code

It is the intent of the City Council that 6 be made a part of the City of Zephyrhills code, renumbered as no lettered and the word "code" "regulation," or such other appropriate word or j

Section 10. Effective Date

This Ordinance shall become effective on the Mayor.

The foregoing Ordinance No. 1455-23 is and regular meeting of the City Council of the February, 2023.

ORDINANCE NO. 1455-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A 12 MONTH MORATORIUM ON RECEIVING AND PROCESSING PLANS; PERMIT APPLICATIONS FOR RECREATIONAL VEHICLE STORAGE, MATERIAL LAYDOWN AREAS AND INDOOR STORAGE FACILITIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 146.02(1), Florida Statutes, the City of Zephyrhills, Florida (the "City"), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 146.02(1), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City has an industrial corridor with land available for industry and the creation of local jobs. Economic impact is provided when industry with buildings are constructed to provide ad valorem revenue to the City of Zephyrhills and generally require a smaller amount of City services; and

WHEREAS, the City is receiving applications for a variety of storage uses with no permanent structures, thereby creating limited ad valorem / jobs and reducing the potential economic impacts on land underdeveloped properties in the City. The City's Comprehensive Plan Economic Development Element encourages manufacturing / industry and job creation; and

WHEREAS, the City is also receiving applications for indoor storage facilities that also create little / few jobs and the City has realized other governmental entities establishing standards to require indoor storage facilities required to be included as part of a mixed use development / effect from public right-of-way; and

WHEREAS, the City Council desires to establish a moratorium for a period of 12 months so that a study can be completed to determine the effects these types of uses would have on adjacent land uses in the City; the local impacts and if additional standards are warranted;

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that the temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the City the time reasonably necessary to investigate the impacts / development standards necessary for recreational vehicle storage, material laydown areas and indoor storage facilities, and if necessary, to promulgate reasonable regulations relating to such uses; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance is in the best interest of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Authority

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

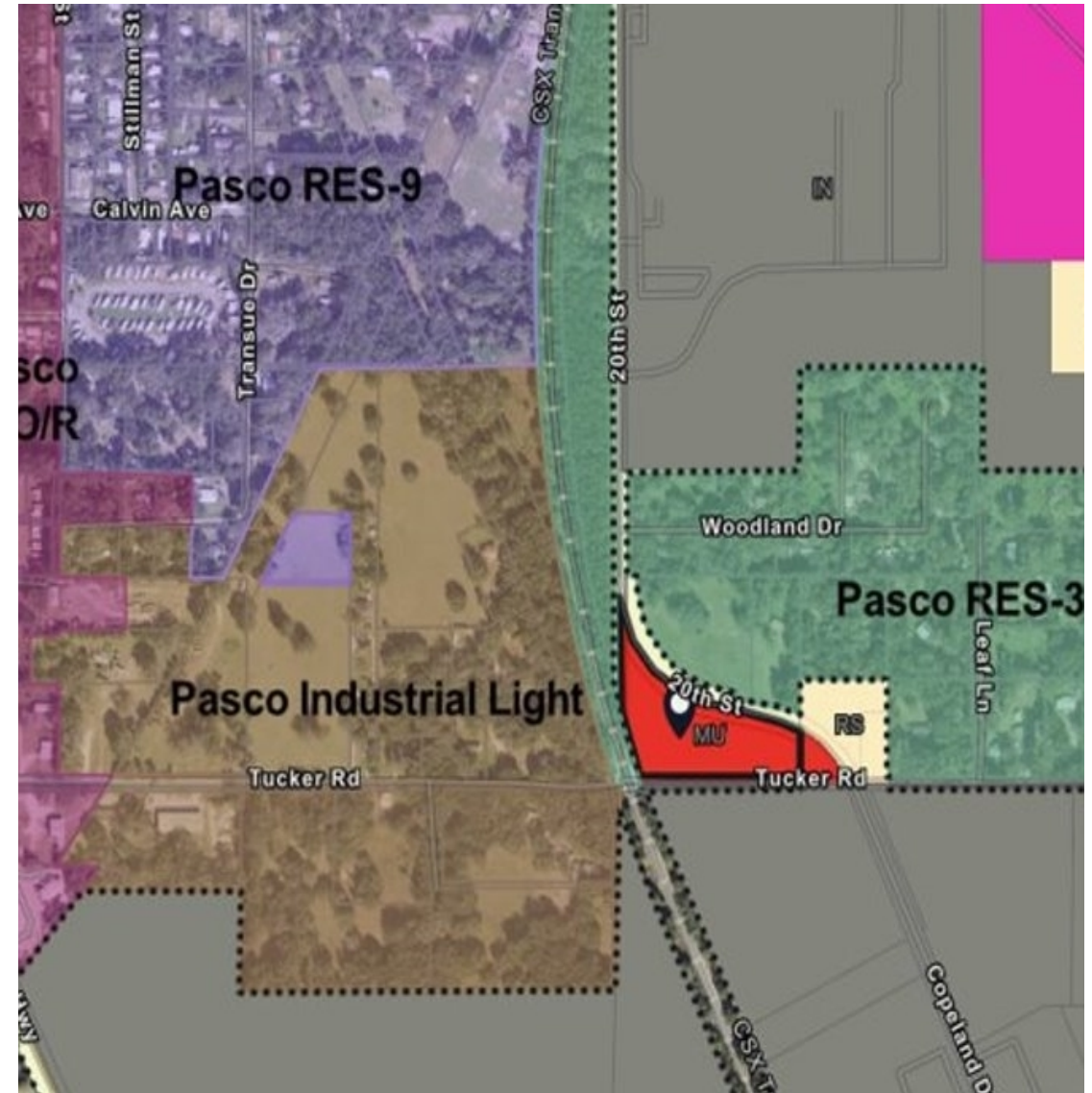
Section 2. Legislative Findings of Fact

The foregoing wherein clauses are hereby adopted as legislative findings of the City Council of the City of Zephyrhills and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SURROUNDING LAND USES

FLU Classifications of Adjacent Properties:

- NORTH: City IN, Pasco RES-3
- SOUTH: City IN
- EAST: Pasco RES-3, City RS
- WEST: Pasco Industrial-Light





SURROUNDING AREA ZONING

- **NORTH:** City LI, Pasco AR & Pasco R1
- **SOUTH:** City LI
- **EAST:** City R1, Pasco AR
- **WEST:** Pasco AR, Pasco AC, Pasco I1

CHARACTER OF SURROUNDING AREA

The area surrounding the Subject Property is characterized by predominantly **industrial and low-density residential** uses.

- Existing residential properties to the west of the Subject Property, separated by the CSX Rail, have an established FLU classification of Pasco County I1 (Industrial);
- Existing residential properties to the west of the Subject Property, separated by 20th Street, is considered an enclave area and expected to remain large-lot, single-family residences;
- Existing industry to the south is heavy industrial in nature;
- Existing industry to the north is light-industry/manufacturing (Nestle Water Plant).



STANDARDS FOR ISSUANCE LDC Sec. 11.10.01(B)

- 1) Use will not adversely affect/contribute to deterioration of quality of life or property values in the immediate neighborhood.
- 2) Use is consistent with the character & existing land use patterns in the surrounding area.
- 3) Use will not create/excessively increase traffic or parking congestion, or otherwise affect public safety.
- 4) Project site has suitable drainage, access, ingress, off-street parking, and loading areas.
- 5) Project site has or may have screening/buffering to prevent interference with surrounding areas;
- 6) Project site meets applicable requirements of the zoning district;
- 7) Signage or lighting will not adversely affect surrounding areas or vehicular travel;
- 8) Proposed use will not adversely affect health, safety or welfare of surrounding community area.

CONSISTENCY

Land Development Code

- 2.01.03.07, LDC – C3 Zoning District
 - Land-Intensive, Storage Use;
 - Minimal truck traffic, noise, odor & air pollutants
- 11.10.01(B) - Standards of CU
 - Meets standards for issuance of CU.

Comprehensive Plan

- MU (Mixed Use) FLU Classification
 - C3 Zoning is permissible under the MU & allows for storage uses to be considered as a CU;
 - MU supports a mix of uses.

PRIOR ACTION



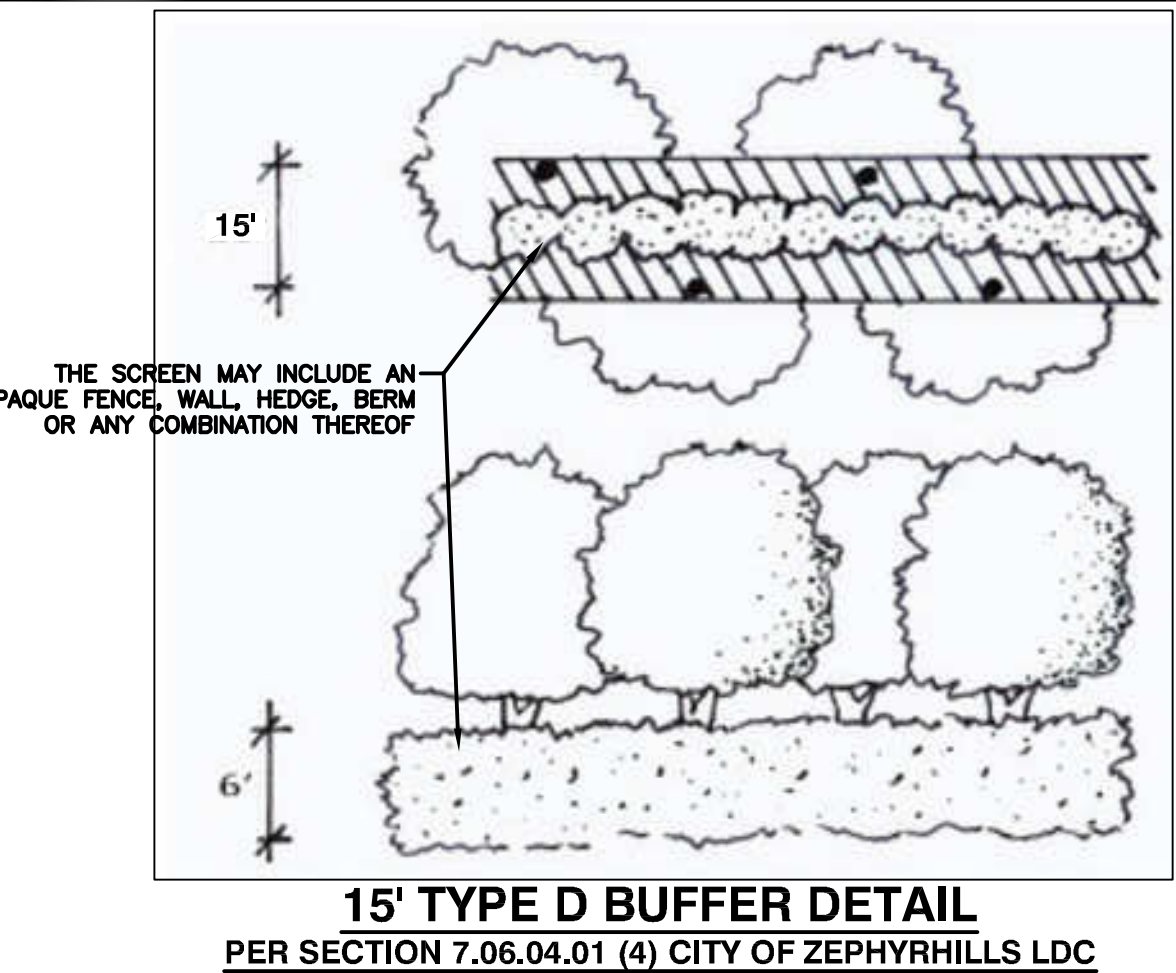
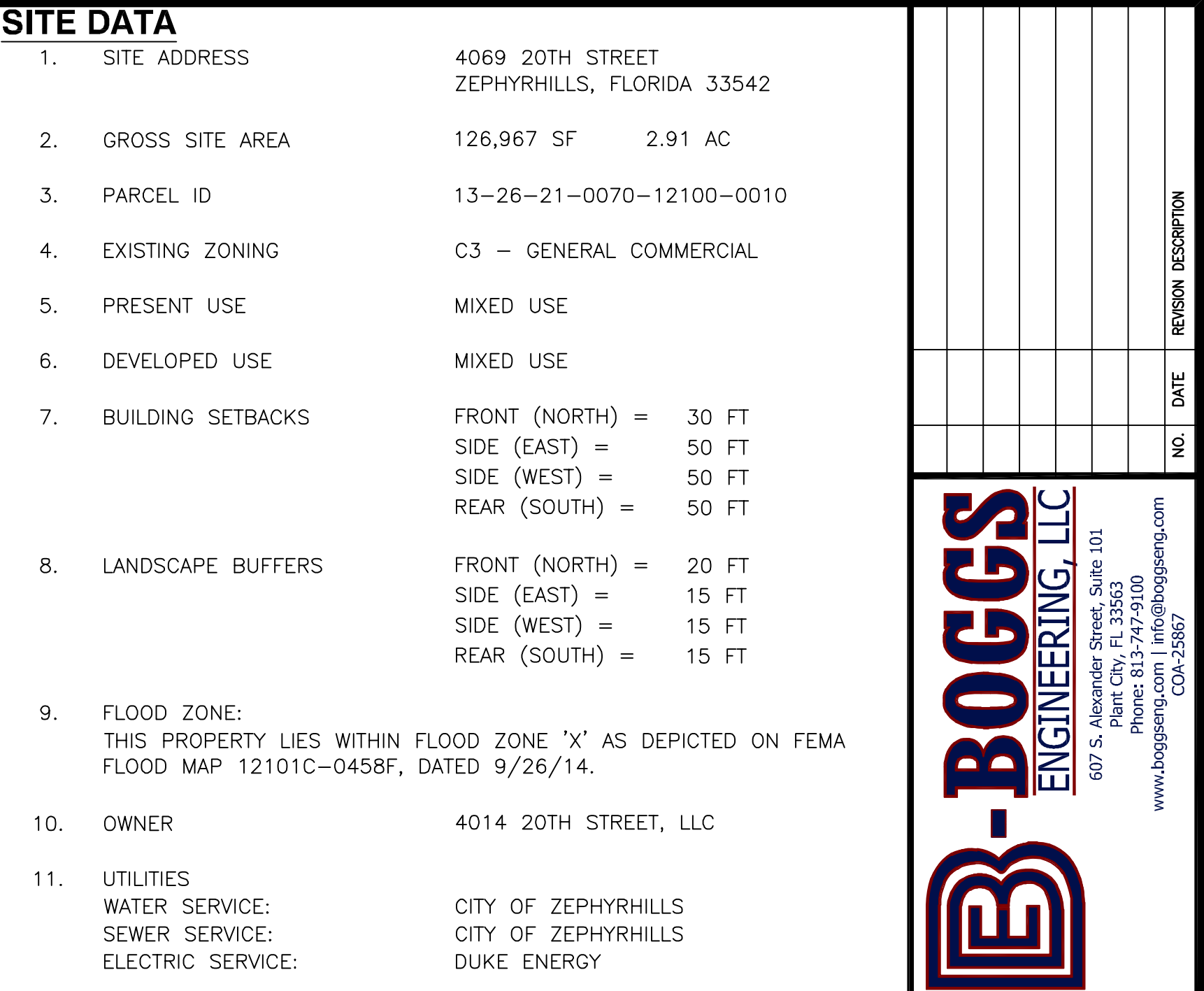
Site Plan Review Committee (SPRC)

Recommendation of Approval w/ Condition that the establishment of the RV Storage Use be tied to the construction/improvement of the primary wholesale retail/warehouse use onsite.



Planning Commission

Recommendation of Approval w/ Condition that the establishment of the RV Storage Use be tied to the construction/improvement of the primary wholesale retail/warehouse use onsite.



LEGEND		www.callcutonline.com	
	HANDICAP PARKING		BUFFER TREE
	PROPOSED CURB		
	PROPERTY LINE		
	RIGHT-OF-WAY		
	EXISTING EDGE OF PAVEMENT		
	PROPOSED CONCRETE PAVEMENT		
	PROPOSED ASPHALT PAVEMENT		
	PROPOSED CONCRETE PERMEABLE PAVERS		
	EXISTING ASPHALT PAVEMENT		

DRAWING TITLE:

**CONDITIONAL
USE
CONCEPTUAL**

1

SHEET NO:

CU1

This ISA Certified Arborist report has been prepared for the 2.92 acre parcel located in Zephyrhills.

I Joseph Kidder have personally conducted a level 2 visual above ground inspection of all onsite trees for the property located at 4069 20th street, Zephyrhills Florida 33542 on May 10th 2023. The following photos show the trees in their current condition. Trees have been rated in accordance with the Mayberry rating system. The rating system for evaluation of trees used will be defined later in this report. All trees have been tagged with a 1" round blue anodized aluminum tag affixed with a 1.25" aluminum nail. The tags are affixed at a height of 70-80" primarily easterly facing with tags numbered 801-840.

Below are pictures provide photographic evidence my presence on the parcel.



The parcel included several Large Oaks primarily consisting of Live Oak – *Quercus virginiana*. Other trees included Camphor, Longleaf Pine, Laurel Oaks and Black Cherry.

The following tree inventory rates each tree using an overall condition rating that measures the quality of the trees health and structure and to a lesser degree the tree's aesthetic contribution to the site. The overall condition ratings range from 0 (a dead tree) to 6 (a specimen quality tree). Increments of 0.5 are used for accuracy. A tree rated 3.0 is an average tree that has sufficient health and structure to warrant consideration for preservation. A tree rated 2.5 is slightly below average and should be considered for removal. Trees that are rated 2.0 or less are recommended

for removal. Trees rated 4.0 and above are high quality trees that combine superior health and structural attributes. The tree inventory includes specific arboricultural terminology justifying the overall condition rating in the “comments” section for each tree. The notes following tree Inventory provide important information regarding recommendations made in the inventory. The Tree Data Section that follows the notes provides a more thorough explanation of the rating system and how individual trees are scored and evaluated.

NOTE: A recommendation for tree preservation at the end of the comment section for each tree only indicates that the tree or palm has a sufficient overall condition rating to warrant preservation considerations. Whether a tree can be preserved in the proposed site design is addressed at the tree preservation stage of the site development process. A tree or palm with a 2.5 condition rating may be ungraded if determined as such by an ISA Consulting Arborist and the developer. All trees rated 2.0 or less should be removed from the site.

NOTE: In the tree inventory tree sizes are listed by trunk diameter inches measured at 4.5’ above grade. If the tree forks at or below 4.5’ above grade, then the trunk is measured at the narrowest trunk diameter between the fork and grade.

NOTE: Each tree listed in the tree inventory is tagged in the field with an aluminum numbered tag on the trunk that corresponds to its number in the following tree inventory.

NOTE: Any references in the following tree inventory recommending tree pruning should only be performed by International Society of Arboriculture (ISA) Certified Arborists skilled in pruning to the standards defined in the American National Standards Institute (ANSI) publication, *ANSI-A300 Part 1: Tree, Shrub and Other Woody Plant Maintenance – standards Practices, Pruning* and the International Society of Arboriculture’s companion publication: *Best Management Practices, Tree Pruning* (Revised 2008).

NOTE: Any reference to future monitoring of trees or further inspections of trees should only be performed by ISA Certified Arborists who have verifiable proof that they have attended and received CEU’s (continuing educational units) in ISA supported tree hazard risk assessment seminars.

NOTE: Any recommendations in this tree inventory for structural pruning should only be performed by ISA Certified Arborists skilled in this type of pruning and in conformance with the methodology as defined within the International Society of Arboriculture’s publication: *Best Management Practices, Tree Pruning* (latest version).

NOTE: A tree inventory is typically valid for 3-5 years. However, events such as drought, lightning, mechanical root damage, freeze, improper maintenance, and severe storms can downgrade the rated value of a tree. Conversely, remedial maintenance can upgrade the value. If you suspect that a tree has been adversely affected, have the tree inspected by a qualified International Society of Arboriculture (ISA) Certified Arborist.

NOTE: Whenever possible it is advised to adhere to inventory recommendations when selecting trees to be preserved. For example, trees or palms rated 4.0 and higher are strong candidates to be considered for preservation, while trees or palms rated 2.0 and lower should be removed unless otherwise noted in the inventory. **Trees rated 2.5 should be further evaluated by a Consulting Arborist and the developer to determine if preservation is both development friendly and possible with specific Arboricultural practices.** Trees or palms rated 3.0 and generally preservation quality.

Tree Inventory Data

A tree inventory is a written record of a tree's condition at the time of inspection. It is a valuable tool to prioritize tree maintenance and remove trees with problems that could lead to failure and cause personal injury or property damage. The tree inventory lists four codes, tree#, trunk diameter, tree species, and overall condition rating. It also includes a comment section with specific supportive data for the rating or canopy measurement. The following is an explanation of the data used in the inventory:

Tree# - location - Each tree is assigned a number for reference in the inventory that corresponds with a number on the site plan or a number on a tree tag that identifies the location of the tree in the field.

Size – Tree size is a measure of the tree's trunk diameter measured at 4.5' above grade. If the trunk forks at 4.5' above grade the diameter is measured at the narrowest trunk diameter below the fork. Palm species are measured in feet of clear trunk (C.T.).

Species – Each tree is listed by its common and botanical name the first time it is listed in the inventory. For simplicity, the tree is listed by its common name thereafter.

Condition Rating – The condition rating is an assessment of the tree's overall structure and systemic health. **Elements of structure** include: 1) the presence of cavities, decayed wood, split, cracked, rubbing branches etc., 2) branch arrangements and attachments, i.e., well-spaced scaffold branches vs. several branches emanating from the same area on the trunk, codominant stems vs. single leader trunk, and presence of a branch bark ridge vs. included bark.

Elements of systemic health relate to the tree's overall energy system measured by net photosynthesis (food made) vs. respiration (food used). A tree with good systemic health will have a vascular system that moves water, nutrients and photosynthate within the tree as needed. Indicators of a healthy systemic system used in the overall condition rating include: 1) live crown ratio (the percentage live crown a tree has relative to its height, 2) crown density (density of the foliage), 3) tip growth (foliated branch tips and shoot elongation)

The overall condition rating also takes into consideration the species, appearance and any unique features. The rating scale is 0-6 with 0 being a dead tree and 6 a specimen. Increments of 0.5 are used to increase accuracy. Examples of the tree rating system are as follows:

0- A dead tree

1- A tree that is dying, severely declining, hazardous, harboring a communicable disease or a tree designated by the State of Florida's Exotic Pest Plant Council as a category #1 ecological pest e.g., Brazilian pepper tree (*Schinus terebinthifolius*). A tree with a rating of 1 should be removed as it is beyond treatment and is a threat to cause personal injury or property damage or is an invasive species.

2 – A tree exhibiting serious structural defects such as codominant stems with included bark at or near the base, large cavities, large areas of decayed wood, crown dieback, cracked/split scaffold branches etc. In addition, a tree with health issues such as low energy, low live crown ratio, serious disease or insect problems, nutritional deficiencies or soil pH problems. A tree with a rating of #2 should be removed unless the problem(s) can be treated. A tree with a #2 condition rating will typically require a considerable amount of maintenance to qualify for an upgrade of the condition rating.

3- A tree with average structure and systemic health and with problems that can be corrected with moderate maintenance. A tree with a codominant stem not in the basal area that will be subordinated or cabled and braced or a codominant stem that will soon have included bark can be included as a #3. A tree with a rating of #3 has average appearance, crown density and live crown ratio and should be preserved if possible.

4- A tree with a rating of 4 has good structure and systemic health with minor problems that can be easily corrected. The tree should have an attractive appearance and be essentially free of any debilitating disease or insect problem. The tree should also have above average crown density and live crown ratio. Mature trees exhibiting scars, old wounds, small cavities, or other problems that are not debilitating can be included in this group particularly if they possess unique form or other aesthetic amenities relating to their age. A tree with a rating of 4 is valuable to the property and should be preserved.

5 – A tree with live crown ratio of at least 65%, exceptionally good crown density, exceptional structure and systemic health and virtually free of debilitating insect or disease problems or nutritional deficiencies. A tree in this category should have a balanced crown with exceptional aesthetic amenities. A tree in this category should be of a species that possesses characteristics inherent to longevity and withstanding construction impacts. A tree with a #5 rating lends considerable value to the site and should be incorporated into the site design. A tree with a #5 rating is worthy of significant site plan modification to ensure its preservation.

6 – A specimen tree. A specimen tree is a tree that possesses a combination of superior qualities in regard to systemic health, structural strength, crown density, live crown ratio, form (balanced crown), overall aesthetic appeal, size, species, age and uniqueness. A great effort should be made to preserve a specimen tree including shifting structures that would adversely impact the tree. In addition, a specimen tree should have an undisturbed rooting area equal to its dripline (equal to the branch spread) to grow in. Only an experienced and competent International Society of Arboriculture (I.S.A.) Certified Arborist should be allowed to perform maintenance on a specimen tree.

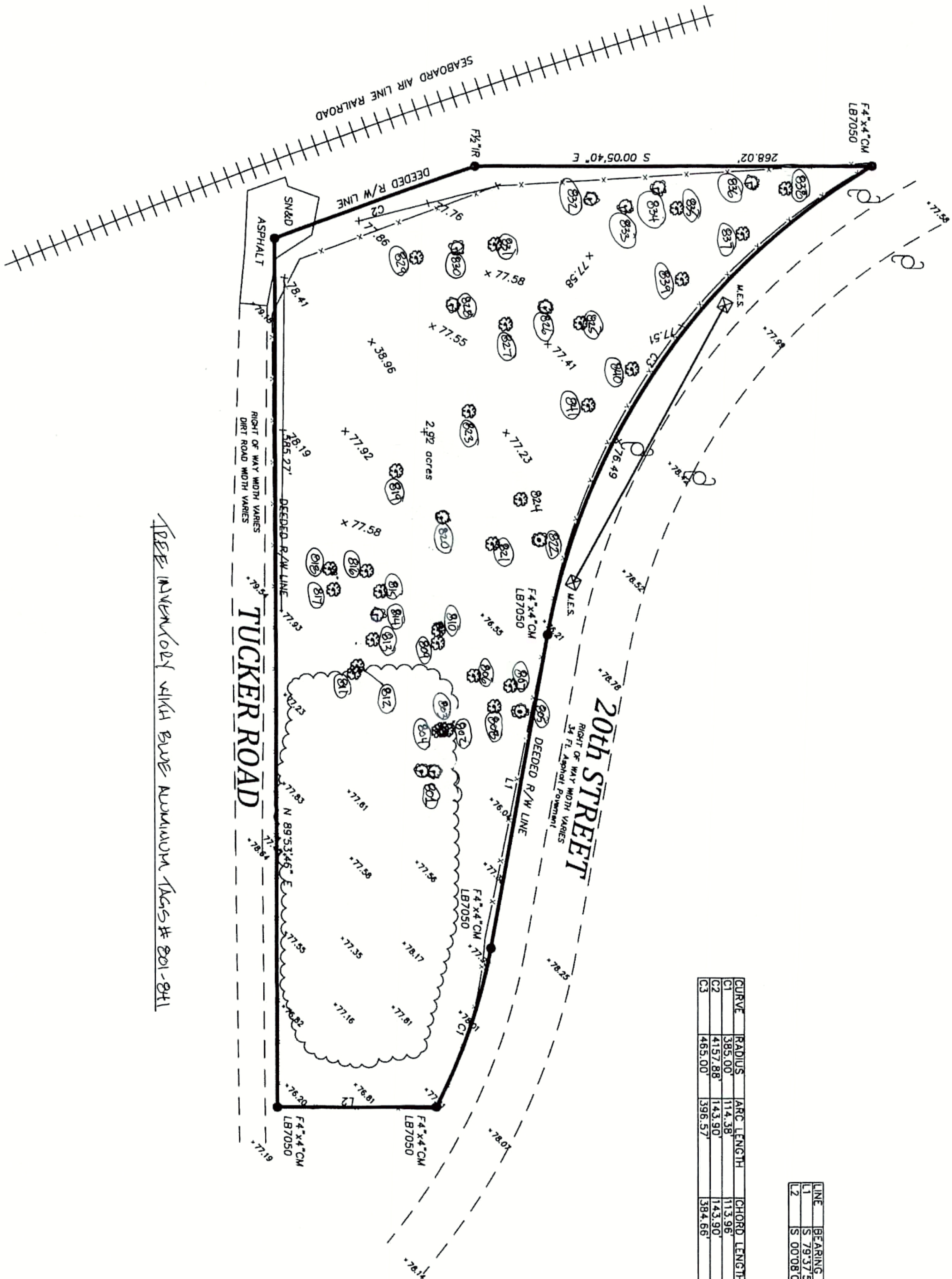
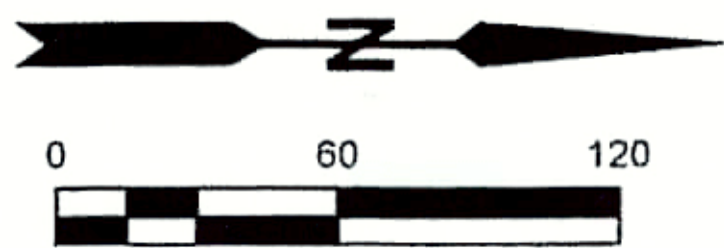
If you have any questions, please feel free to contact me at your earliest convenience.

Sincerely,

Joseph Kidder ISA Certified Arborist, PD-2451-A, Tree Risk Assessment Qualified.

813.335.5251

MAP OF SURVEY
Section 13, Township 26 South, Range 21 East
Pasco County, Florida



LINE	BEARING	DISTANCE
L1	S 79°37'57" E	214.22
L2	S 00°08'06" E	107.31

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	385.00	114.38	113.96	S 71°05'49" E
C2	4157.88	143.90	143.90	N 19°53'35" E
C3	465.00	396.57	384.66	S 55°12'25" E

SEE ATTACHED WITH BLUE ALUMINUM TAGS # 801-841

4069 20th Street Tree Inventory

Joseph Kidder PD-2451-A

Inventory ID	Size	Species	Rating
TID-801	31" 31"	Quercus virginiana	2.5
TID-802	22"	Quercus virginiana	1.5
TID-803	25"	Quercus virginiana	2
TID-804	45"	Quercus virginiana	1
TID-805	33"	Quercus virginiana	2.5
TID-806	19"	Quercus virginiana	2.5
TID-807	27"	Quercus virginiana	2
TID-808	26"	Quercus virginiana	1
TID-809	24"	Quercus virginiana	1.5
TID-810	28"	Quercus virginiana	1.5
TID-811	40"	Quercus virginiana canopy 80' x 60'	3
TID-812	14"	Quercus virginiana	2.5
TID-813	30"	Quercus virginiana	3
TID-814	22"	Quercus virginiana	2.5
TID-815	25"	Quercus virginiana	3
TID-816	24"	Quercus virginiana	2
TID-817	24"	Quercus virginiana	2.5
TID-818	25"	Quercus virginiana	2
TID-819	30"	Quercus virginiana	2
TID-820	24"	Quercus virginiana	1.5
TID-821	23"	Quercus virginiana	2
TID-822	24"	Quercus virginiana	2

4069 20th Street Tree Inventory

Joseph Kidder PD-2451-A

Inventory ID	Size	Species	Rating
TID-823	44"	Quercus laurifolia hybrid canopy 100' x 60'	3
TID-824	18"	Prunus serotina	2
TID-825	16"	Quercus virginiana	1
TID-826	17"	Quercus virginiana	1.5
TID-827	30"	Quercus virginiana	3
TID-828	34"	Quercus virginiana	2
TID-829	28"	Quercus virginiana	1
TID-830	27"	Quercus virginiana	2
TID-831	16"	Quercus laurifolia	2
TID-832	24"	Quercus laurifolia	2
TID-833	13"	Quercus laurifolia	0
TID-834	27"	Cinnamomum camphora	1.5
TID-835	18"	Quercus laurifolia	1.5
TID-836	25"	Quercus laurifolia	1.5
TID-837	16"	Quercus virginiana	2
TID-838	20'	Pinus palustris	3.5
TID-839	43"	Quercus virginiana canopy 100' x 60'	3
TID-840	31"	Quercus virginiana	3.5
TID-841	56"	Quercus virginiana canopy 100' x 100'	3



CITY MANAGER'S REPORT 4.1

Discussion to temporarily suspend new residential land use actions: Annexations, Future Land Use Map Amendments, Rezoning, Conditional Uses, Variances, and petitions for Major PUD modifications on property over 1 acre

Issue:

At the May 15, 2023 City Commission/Planning Commission workshop, staff was directed to bring back information for the Council to consider a temporary suspension of accepting applications for rezoning, major amendments to master development agreements, site plan approvals, plat approvals, or variances for residential development to allow time to study the City's water use permit, Land Development Regulations, and impact fees.

Council will need to determine the length of the temporary suspension.

Background:

In order for a moratorium on development to be valid, it must be adopted in good faith, for a limited duration, for the purpose of developing a plan to address a specific issue. Further, the local government must act expeditiously to address the issue.

Section 166.041 (3) (c) requires two properly noticed public hearings after proper advertisement. At the Council's direction, there will be two advertised public hearings before the City Council on June 12, 2023 and June 26, 2023.

Attachment(s):

1. PC-CC Joint Workshop Meeting 05.15.2023 (2)

Fiscal Impact:

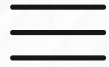
N/A

Staff Recommendation:

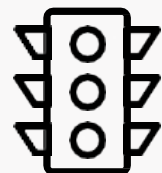
Direct staff to draft an ordinance for a temporary suspension of new residential land use actions: annexation, FLUMA, rezoning, conditional uses, and variances and petitions for major PUD modifications.

GENERAL PLANNING UPDATE & RESIDENTIAL DEVELOPMENT

CITY COUNCIL | PLANNING COMMISSION
Joint Workshop Meeting
05.15.2023



GENERAL PLANNING UPDATE



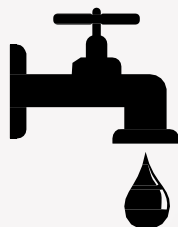
TRANSPORTATION

City Priority Projects

- FDOT & Pasco County Coordination
- Hotspot Identification
 - Review & Prioritize "Hotspot" Intersections/Roadway Segments

Transportation Impact/Mobility Fees

- FY 2023/2024



WATER

Water Use Permit

- Submitting Modification to SWFWMD

Water Conservation

- Implementation of Water Star Ord.

Proactive Approach

- Preparation of "Plan for Water"
- Assessment of Alternative Sources
- Prioritize Water Use – *Who Gets It?*



COMPREHENSIVE PLAN HOUSING ELEMENT

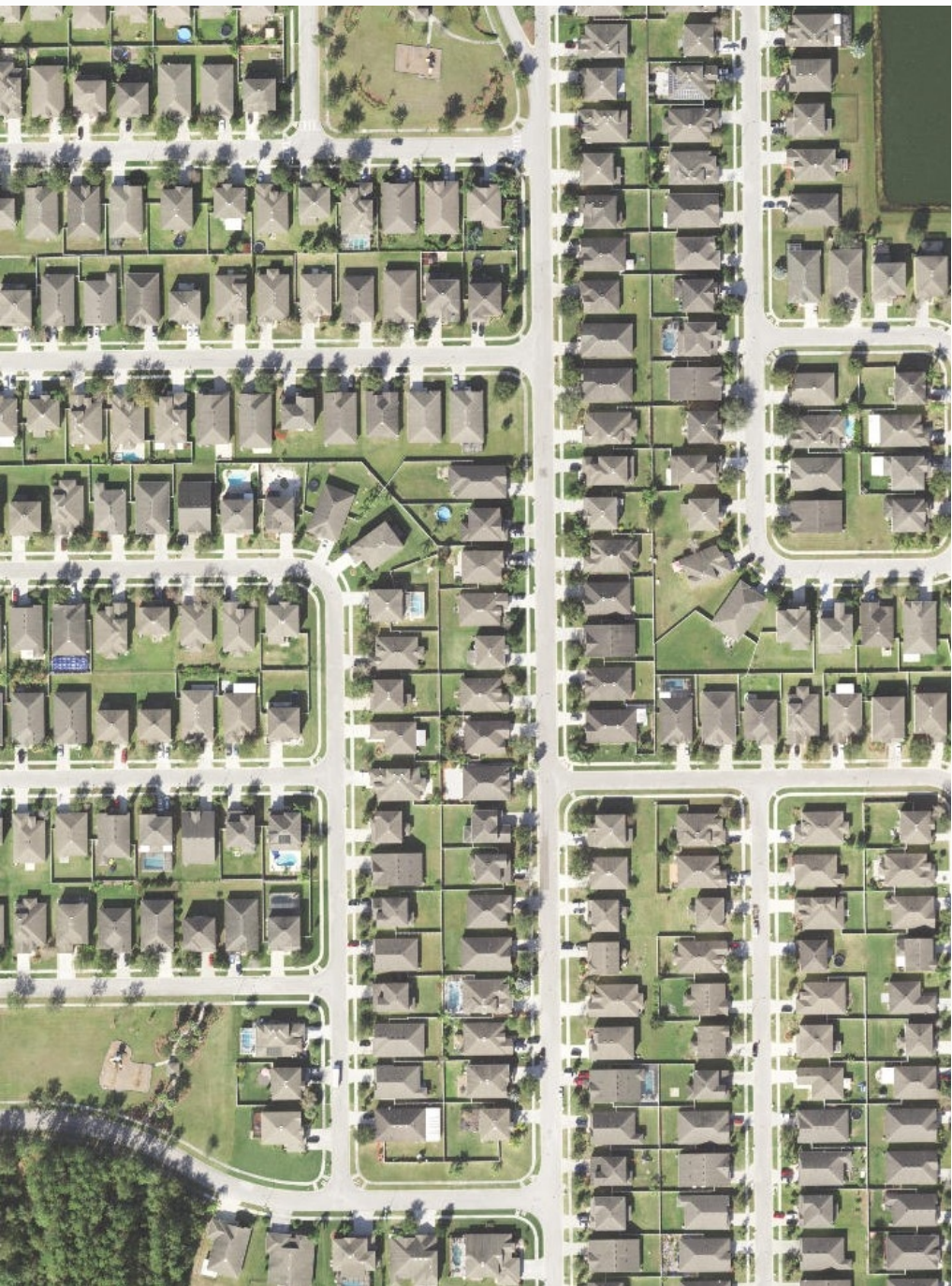
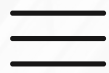
Housing Element = High Priority

- Locational Priorities
- Type of Housing
- Design Standards
- Identify true needs & "gear up" policies

Missing Middle Housing

- Prioritize Alternatives

Affordability



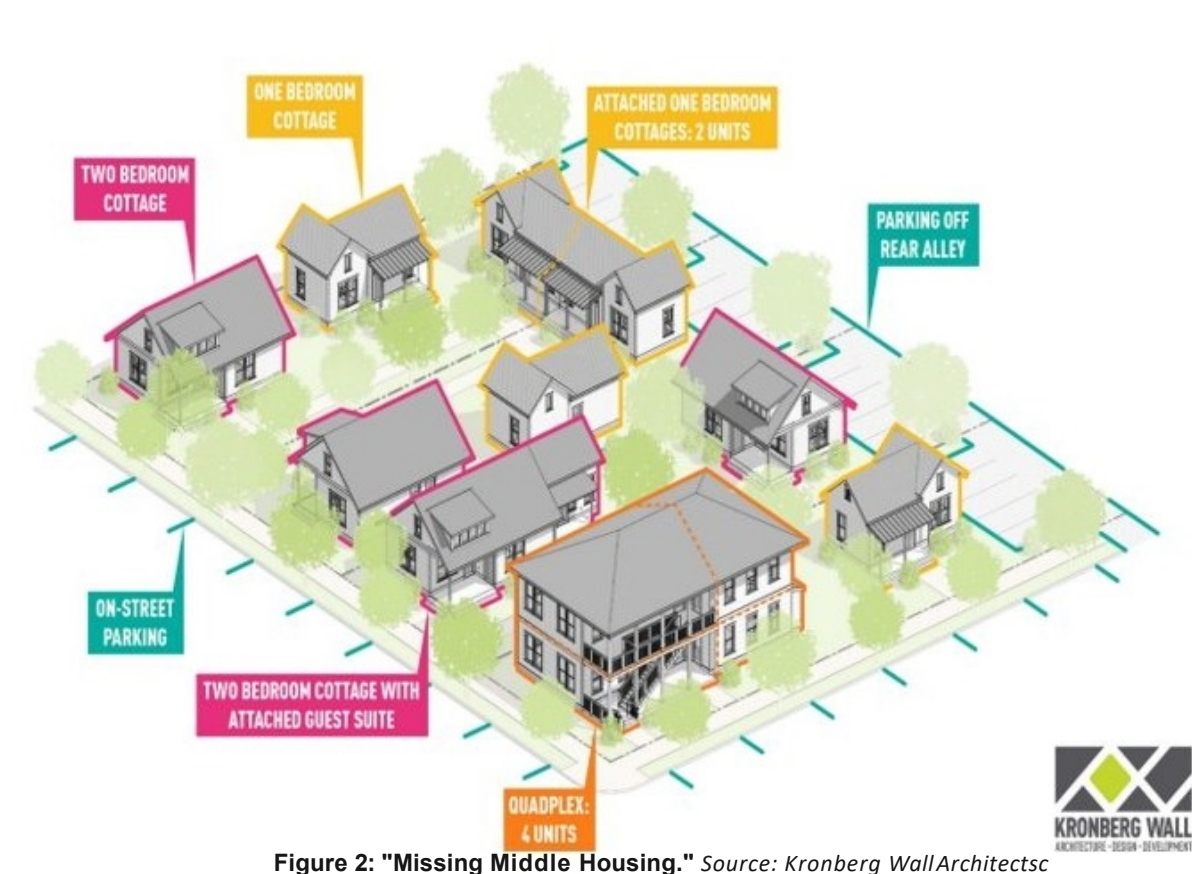
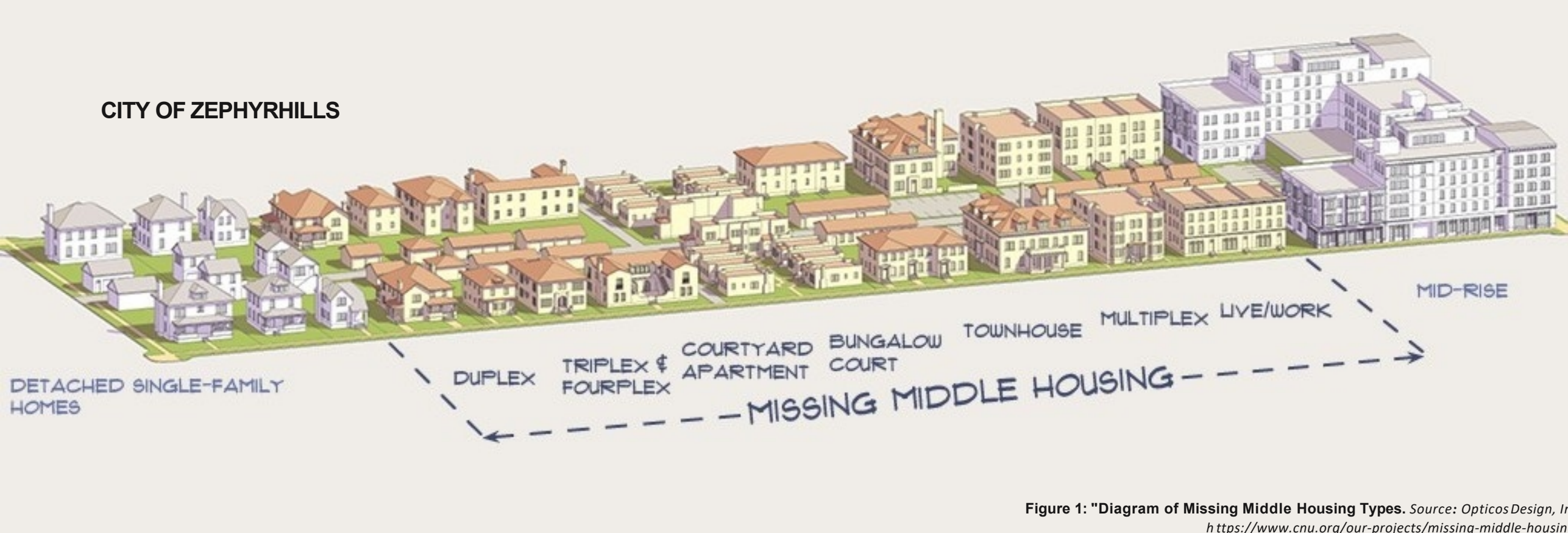
HOW DO WE WANT TO GROW?

On the Edges?

- Continuing to expand the City limits & services
- Low-to-Medium Density Single-Family Residential
- Vehicle-Oriented

In Town?

- Reinvesting in existing neighborhoods;
- Redevelopment of the city's core (downtown).

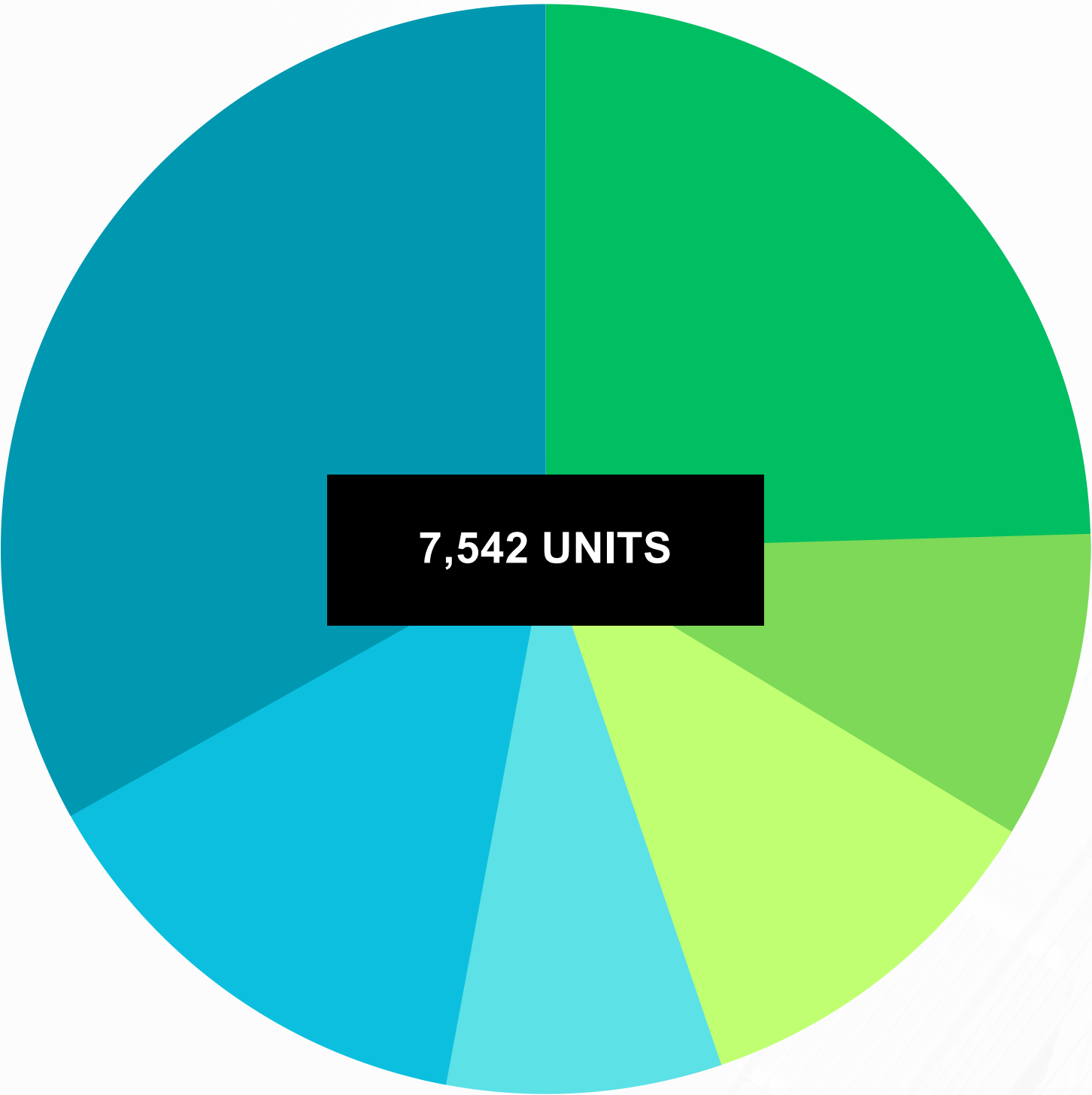
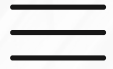


MISSING MIDDLE HOUSING

"Range of multi-unit or clustered housing types compatible with single-family homes that meet the growing demand for walkable urban living" - Congress for New Urbanism

- Provides for range of affordability;
- Supports walkable communities;
- Supports access to public transportation options;
- Supports local businesses.

RESIDENTIAL DEVELOPMENT TODAY



of Units

1,852

APPROVED DEVELOPMENT UNITS

- Under Construction; and/or
- Active (Unexpired) Development Order

688

IN REVIEW UNITS – SITE DEVELOPMENT PLANS

- Active review of Site Development Plans/Plats to obtain Development Order

837

PUD MASTER PLANS – NO DEVELOPMENT ORDER

- Approved PUD Project Units without active Development Order or Site Devel. Plans in Review

615

IN REVIEW - OTHER

- Conditional Use Applications (Residential Projects)
- Annexations, FLUMAs, Rezoning

1,050

FUTURE KNOWN – IN CITY LIMITS

- Projects in City Limits pending application;
- Zoning in place.

2,500

FUTURE KNOWN – OUTSIDE CITY LIMITS

- Projects in City Utility Service Area, but not in City limits



DISCUSSION