



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, July 10, 2023
5:00 PM**

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

**Please join the GoToMeeting
from your computer, tablet or smartphone:**

<https://meet.goto.com/856532085>

or dial in using your phone:

+1 (224) 501-3412 - Access Code: 856-532-085

(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 – Associate Pastor Kendall Deford with the First Church of the Nazarene Zephyrhills

Pledge of Allegiance – Council President Lance A. Smith

1. MAYOR

- 1.1 Dondi Ward - Recognition of Retirement
- 1. Dondi Ward

2. CONSENT ITEMS

- 2.1 Central Square CAD User and Software Agreement No. 41-23-21 - Police Department
- 1. Zephyrhills Police Department - Solutions Agreement - MSA - Draft (002)

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 Adopt Charter Amendment

First Reading **ORDINANCE NO. 1465-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING AN AMENDMENT TO THE CHARTER LAWS OF THE CITY OF ZEPHYRHILLS; AMENDING TITLE 1, CHAPTER 1, SECTION 11.01 TO PROVIDE THE DATE OF CREATION AND ESTABLISHMENT OF THE CITY OF ZEPHYRHILLS; AMENDING TITLE II, CHAPTER 1, SECTION 21.031 TO REQUIRE COUNCIL MEMBERS BE ELECTED TO A TERM OF FOUR YEARS; AMENDING TITLE II, CHAPTER 1, SECTION 21.11 TO REQUIRE THE FINANCE DIRECTOR TO REPORT MONEY DEPOSITS AT QUARTERLY COUNCIL MEETINGS; AMENDING TITLE II, CHAPTER 2, SECTION 32.03 TO REQUIRE THE MAYOR BE ELECTED TO A TERM OF FOUR YEARS; AMENDING TITLE V, SECTION 51.01 REQUIRING ELECTED OFFICIALS TO TAKE OFFICE AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AFTER THE CANVAS OF VOTE; AMENDING TITLE V, SECTION 51.07 TO PROVIDE THAT CITY COUNCIL ACCEPT AND DECLARE THE RESULTS OF THE ELECTION AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING; AMENDING TITLE XI TO PROVIDE FOR FORMAL REVIEW OF THE CHARTER EVERY TEN (10) YEARS; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ZEPHYRHILLS AND POWERS AND AUTHORITY FOR THE CODE CODIFIER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR EFFECTIVE DATE OF ORDINANCE AND EFFECTIVE DATE OF PROPOSED CHARTER AMENDMENTS; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance 1465-23 on the First Reading

1. Ordinance 1465-23 Adopt Charter Amendment

4. CITY MANAGER'S REPORT

- 4.1 Approval of Work Order No. 23-139 - Updated Transportation, Parks, and Public Safety Impact Fees Study - Kimley-Horn and Associates, Inc. (Continuing Service Contract # 37-18-07)
 - 1. Work Order 23-139 COZ Impact Fee Update_07_03_23
- 4.2 Amendment to Contract 37-22-07 to Wharton-Smith for Hercules Park Construction - Construction Management
 - 1. Owner Agreement - Hercules Park Precon - Executed (003)(19071738.1)
 - 2. Exhibit A - Wharton-Smith Amendment to Contract 37-22-07 - Hercules Park
 - 3. Exhibit 1 (19071740.1)
 - 4. Exhibit 2 (19071743.1)
 - 5. Exhibit 3 (19071742.1)
 - 6. Exhibit 4 (19071747.1)

5. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

ADJOURN

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



Congratulations on Your Retirement

Dondi Ward
Sanitation Foreman



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

July 12, 1982 - July 12, 2023

CONSENT ITEMS 2.1

Central Square CAD User and Software Agreement No. 41-23-21 - Police Department

Issue:

The User Agreement and Computer Aided Dispatch (CAD) software purchase is part of the communications consolidation process. The original agreement was signed March 13, 2023. However, the fees quoted in that agreement were incorrect. The attached agreement has the corrected fees.

Background:

The Access & Use Agreement is needed for the first-time order/purchase by the Zephyrhills Police Department and access to the Pasco County system. In addition, the End User License Agreement provides terms and conditions between the Zephyrhills Police Department and CentralSquare, allowing CentralSquare to set up the Agency's Account for direct billing.

Attachment(s):

1. Zephyrhills Police Department - Solutions Agreement - MSA - Draft (002)

Fiscal Impact:

The fiscal impact is \$79,485.00 for the initial software purchase and \$50,440.00 in recurring costs for maintenance and subscription renewal.

Staff Recommendation:

Staff recommends approval of agreement No. 41-23-21 - Central Square CAD and Software

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of _____, 20____ (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Zephyrhills Police Department, FL** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Zephyrhills Police Department
1000 Business Center Drive Lake Mary, FL 32746	6118 8th St, Zephyrhills, FL , 33542
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: PSJ ONESolution PS

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
- 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
- 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
- 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
- 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
- 1.10. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
- 1.11. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- 1.12. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.13. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
- 1.14. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)
- 1.15. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
- 1.16. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal

information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 1.17. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.18. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.19. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.20. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.21. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.22. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

- 2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly

waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.5. **Managed Services Hardware.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.6. **Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. **Effect of Customer Failure or Delay.** CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section **Error! Reference source not found.**, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.
- 6. Professional Services.**
- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
- 7. Confidentiality.**
- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.
- 8. Security.**
- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
- 9. Personal Data.** If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country

where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.
- 10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. Services Warranty. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. Disclaimer of Warranty. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

- 11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
 1000 Business Center Dr.
 Lake Mary, FL 32746
 Phone: 407-304-3235
 Attention: Legal/Contracts

If to Customer: **Zephyrhills Police Department**
 6118 8th St
 Zephyrhills, FL 33542
 Phone: *customer to supply
 Email: *customer to supply
 Attention: *customer to supply POC

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

- 13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.3. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
 - 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
 - 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
 - 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
 - 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
 - 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
 - 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.
- 16. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
- 17. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
- 17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
 - 17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
 - 17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
 - 17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
- 18. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 19. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND**

MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

19.2. **CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.
29. **Order of Precedence.**
 - 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

- 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:
- Exhibit 1:** Solution(s) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5:** Summary of Services

EXHIBIT 1
Solutions(s) and Services Fee Schedule

Quote #: Q-139823

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	ONESolution CAD Client AVL License Annual Subscription Fee	5	600.00	3,000.00
2.	ONESolution CAD Console License Annual Subscription Fee	5	2,600.00	13,000.00
3.	ONESolution CAD Resource Monitor Display License With Maps Annual Subscription Fee	16	600.00	9,600.00
4.	OneSolution Freedom Premium Annual Subscription Fee	42	160.00	6,720.00
5.	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Subscription Fee	1	3,000.00	3,000.00
6.	ONESolution MCT Client AVL License Annual Subscription Fee	42	40.00	1,680.00
7.	ONESolution MCT Client-Digital Dispatch Annual Subscription Fee	42	320.00	13,440.00
Software Total				50,440.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	4,875.00
2.	Public Safety Technical Services - Fixed Fee	15,795.00
3.	Public Safety Training Services - Fixed Fee	8,385.00
Services Total		29,055.00 USD

QUOTE SUMMARY

Software Subtotal	50,440.00 USD
Services Subtotal	

29,055.00 USD

Quote Subtotal 79,495.00 USD

Quote Total 79,495.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	50,440.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Terms:

- If applicable, License Fees are due on the Delivery Date.
- CentralSquare Fixed Fee Services are due 50% upon execution and 50% upon completion of Services.
- Annual Support & Maintenance Fees are included with License Fees for the Initial Support Term. They are due one (1) year from the Execution Date, prior to the commencement of the first Renewal Support Term.
- If applicable, Annual Subscription Fees are due on the Execution Date, and annually thereafter on the anniversary of the Execution Date.
- Annual Software Maintenance Fees and Annual Subscription Fees shall increase by 5% year over year.
- If applicable, non-subscription Hardware Fees are due on the Effective Date.
- If applicable, Third-Party Fees are due on the Effective Date.
- If applicable, Travel expenses shall be due as incurred, invoiced on a monthly basis for the travel expenses incurred in the preceding month.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

Ancillary Fees:

- Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via https://support.centalsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
- 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
- 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. Development Work. Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. Technology Life Expectancy. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Certificate of Insurance (Evidence of Coverage)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2022

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-22-23 INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Casualty And Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Co.	25615	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Property Casualty Company Of America	25674	INSURER D : Travelers Casualty And Surety Company	19038	INSURER E : AIG Specialty Insurance Company	26883	INSURER F :	
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INSURER E : AIG Specialty Insurance Company	26883														
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-00 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		H-630-6S758660-COF-22	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BA-6S783539-22-13-G	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-6S801390	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-6S783668-22-13-G	08/31/2022	08/31/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O/Cyber		015930626	09/30/2022	08/31/2023	Limit 5,000,000 SIR 1,000,000

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

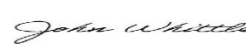
CERTIFICATE HOLDER CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. 
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EXHIBIT 5

Summary of Services

1.1 Project: Zephyrhills Police, FL - ONESolution CAD/Resource Monitor/MCT/AVL/Freedom/PowerEdge/Axon RMS – Add-on to Pasco County, FL

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

1.2 Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

1.3 Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare Project Manager or resource.

1.4 Services Scope of Project

The project includes the following scope of services associated with Zephyrhills Police, FL ONESolution CAD/Resource Monitor/MCT/AVL/Freedom/PowerEdge/Axon RMS add-on to Pasco County, FL.

A total of eighty-one (81) hours of Technical Services have been scoped to complete the following:

- Final Map Audit/Review – 9hrs
- One (1) Day Remote Go-Live Assistance CAD/MCT– 8hrs
- Installation/Configuration CAD Generic XML Export (PowerEdge & Axon RMS) – 8hrs – **
- Installation/Configuration AVL – 16hrs
- Message Switch SA Training – 4hrs
- OSMCT Install/Maintenance Training – 20hrs
- Freedom Install/Configuration – 16hrs

****NOTE:** ONESolution CAD must be on version 23.2 or higher for single Generic XML Export to export to multiple interfaces.

All Technical Services will be provided remotely via Secure Link.

A total of forty-three (43) hours of Training Services have been scoped to complete the following:

- ONESolution CAD SAW Training – Not included, Pasco County Tech Team will handle all ONESolution CAD configuration
- ONESolution CAD Initial Audit/Review – 9hrs
- ONESolution CAD Intermediate Audit/Review – 17hrs
- ONESolution CAD System Options Preferences Training – Not included, Pasco County Tech Team will handle all ONESolution CAD configuration
- ONESolution CAD Security Training –Not included, Pasco County Tech Team will handle all ONESolution CAD configuration
- ONESolution CAD Final Audit/Review – 17hrs
- ONESolution CAD End-User Training – Not included, Pasco County 911 will handle all ONESolution CAD End-User Training

- ONESolution Resource Status Monitor End-User Training – Not included, Pasco County 911 will handle all ONESolution Resource Status Monitor End-User Training
- One (1) Day Remote Go-Live Assistance – Not included, Pasco County 911 will assist
- ONESolution MCT End-User Training – Not included, Pasco County Sheriff will handle all ONESolution MCT End-User Training
- ONESolution Freedom End-User Training – Not included, Pasco County Sheriff will handle all ONESolution Freedom End-User Training

NOTE: Per customer request, no ONESolution CAD SAW, System Options Preferences, CAD Security, or CAD/MCT/Freedom/Resource Monitor End-User Training services have been included within this scope. Should the customer need training assistance, Professional Services will be scoped and quoted accordingly.

NOTE: Summary of Services does not include services as they pertain to network, mobile devices & peripherals, and mobile connectivity. Should the customer require assistance, Professional Technical Services will be scoped and quoted accordingly.

1.5 Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work and will work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

1.6 Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

1.7 Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

BUSINESS ITEMS/PUBLIC HEARING 3.1

Adopt Charter Amendment

First Reading **ORDINANCE NO. 1465-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING AN AMENDMENT TO THE CHARTER LAWS OF THE CITY OF ZEPHYRHILLS; AMENDING TITLE 1, CHAPTER 1, SECTION 11.01 TO PROVIDE THE DATE OF CREATION AND ESTABLISHMENT OF THE CITY OF ZEPHYRHILLS; AMENDING TITLE II, CHAPTER 1, SECTION 21.031 TO REQUIRE COUNCIL MEMBERS BE ELECTED TO A TERM OF FOUR YEARS; AMENDING TITLE II, CHAPTER 1, SECTION 21.11 TO REQUIRE THE FINANCE DIRECTOR TO REPORT MONEY DEPOSITS AT QUARTERLY COUNCIL MEETINGS; AMENDING TITLE II, CHAPTER 2, SECTION 32.03 TO REQUIRE THE MAYOR BE ELECTED TO A TERM OF FOUR YEARS; AMENDING TITLE V, SECTION 51.01 REQUIRING ELECTED OFFICIALS TO TAKE OFFICE AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AFTER THE CANVAS OF VOTE; AMENDING TITLE V, SECTION 51.07 TO PROVIDE THAT CITY COUNCIL ACCEPT AND DECLARE THE RESULTS OF THE ELECTION AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING; AMENDING TITLE XI TO PROVIDE FOR FORMAL REVIEW OF THE CHARTER EVERY TEN (10) YEARS; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ZEPHYRHILLS AND POWERS AND AUTHORITY FOR THE CODE CODIFIER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR EFFECTIVE DATE OF ORDINANCE AND EFFECTIVE DATE OF PROPOSED CHARTER AMENDMENTS; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance 1465-23 on the First Reading

Issue:

The city charter required an official review of the charter every 5 years. The last review was conducted in 2018. The council served as the Charter Review Committee and recommended 8 changes.

Background:

On April 11, 2023, the City Electorate voted on the proposed amendments. The following amendments were approved by the electorate:

- Creation of Municipality - Section 11.01
- Election and Terms (Council) - Section 21.031
- Designation of Depositories - Section 21.11

- Election and Term (Mayor) - Section 32.03
- Time of Holding - Section 51.01
- Canvass of Returns - 51.07
- Charter Amendment - Title XI

Attachment(s):

1. Ordinance 1465-23 Adopt Charter Amendment

Fiscal Impact:

No fiscal impact

Staff Recommendation:

Staff recommends approval of Ordinance 1465-23 on the first reading and direct staff to advertise for the second reading.

ORDINANCE NO. 1465-23

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING AN AMENDMENT TO THE CHARTER LAWS OF THE CITY OF ZEPHYRHILLS; AMENDING TITLE 1, CHAPTER 1, SECTION 11.01 TO PROVIDE THE DATE OF CREATION AND ESTABLISHMENT OF THE CITY OF ZEPHYRHILLS; AMENDING TITLE II, CHAPTER 1, SECTION 21.031 TO REQUIRE COUNCIL MEMBERS BE ELECTED TO A TERM OF FOUR YEARS; AMENDING TITLE II, CHAPTER 1, SECTION 21.11 TO REQUIRE THE FINANCE DIRECTOR TO REPORT MONEY DEPOSITS AT QUARTERLY COUNCIL MEETINGS; AMENDING TITLE II, CHAPTER 2, SECTION 32.03 TO REQUIRE THE MAYOR BE ELECTED TO A TERM OF FOUR YEARS; AMENDING TITLE V, SECTION 51.01 REQUIRING ELECTED OFFICIALS TO TAKE OFFICE AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING AFTER THE CANVAS OF VOTE; AMENDING TITLE V, SECTION 51.07 TO PROVIDE THAT CITY COUNCIL ACCEPT AND DECLARE THE RESULTS OF THE ELECTION AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING; AMENDING TITLE XI TO PROVIDE FOR FORMAL REVIEW OF THE CHARTER EVERY TEN (10) YEARS; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ZEPHYRHILLS AND POWERS AND AUTHORITY FOR THE CODE CODIFIER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR EFFECTIVE DATE OF ORDINANCE AND EFFECTIVE DATE OF PROPOSED CHARTER AMENDMENTS; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills has duly considered the Charter amendments, as voted on by the electorate of the City of Zephyrhills, Florida, and by passage of this ordinance indicates its desire to approve the Charter amendments as set forth herein; and

WHEREAS, The City Council of the City of Zephyrhills desires to amend the Charter of the City of Zephyrhills, Florida, pursuant to the procedures provided by law; and

WHEREAS, a municipal election was held on April 11, 2023 wherein Charter amendments 1, 2, 3, 4, 5, 7 and 8 received a majority vote.

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

Section 1. CREATION OF MUNICIPALITY.

Title 1, Chapter 1, Section 11.01, Municipality created is hereby amended to read as follows:

That a municipality to be known and designated as the City of Zephyrhills is hereby created and established in Pasco County, November 17, 1914.

Section 2. ELECTION AND TERMS.

Title II, Chapter 1, Section 21.031 is hereby amended to read as follows:

- (1) Commencing with the regular municipal election of April 11th, 2023, and at the regular municipal election each four (4) years thereafter, one City Council Member shall be elected for a term of four (4) years.
- (2) Commencing with the regular municipal election of April 9th, 2024, and at the regular municipal election each four (4) years thereafter, two City Council Members shall be elected for a term of four (4) years.
- (3) Commencing with the regular municipal election of April 8th, 2025, two City Council Members shall be elected for a term of four (4) years and at the regular municipal election each four (4) years thereafter.

Section 3. DESIGNATION OF DEPOSITORIES.

Title II, Chapter 1, Section 21.11 of the City Charter is hereby amended to read as follows:

The City Council shall, by resolution, designate from time to time such banks to be the depositories of the funds of said City, and the Finance Director shall be required to deposit day by day such funds of the City as may come into said director's hands in said banks to the credit of the City, and shall be required to present quarterly at Council Meetings a report of all such monies collected and deposited in said banks by the Finance Director; the City Council may, by resolution require such banks acting as City depository, to give such bond as they deem proper, for the safekeeping of all City funds entrusted to their care, said depository only to pay out said funds upon a written order signed by the President of the City Council, attested by the City Manager.

Section 4. ELECTION AND TERM.

Title II, Chapter 2, Section 32.03 is hereby amended to read as follows:

At the regular municipal election of April 11th, 2023, the Mayor shall be elected by the qualified voters of the City for a term of four (4) years and at the regular municipal election every four (4) years thereafter, the Mayor shall be elected for a term of four (4) years.

Section 5. TIME OF HOLDING.

Title V, Section 51.01 is hereby amended to read as follows:

A general election for the choosing of officers of said City shall be held on the second Tuesday in April of each year, and officers elected shall qualify and take office at the next regularly scheduled Council meeting after the canvas is received from the County Canvassing Board.

Section 6. CANVASS OF RETURNS.

Title V, Section 51.07 is hereby amended to read as follows:

The City Council shall receive the returns of all City elections, and shall accept the canvas from the County Canvassing Board of the same at the next regularly scheduled Council meeting after said returns are received by them, and shall declare the results thereof, which shall be spread upon their minutes. The City Council may by resolution extend the time for a period not to exceed five (5) days.

Section 7. CHARTER AMENDMENT.

Title XI is hereby amended to read as follows:

This Charter may be amended in accordance with Section 166.031, Florida Statutes, as amended and shall be formerly reviewed by City Council every ten (10) years.

Section 8. SEVERABILITY.

Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

Section 9. POWERS AND AUTHORITY FOR CODE CODIFIER.

The City's code codifier is granted broad and liberal power and authority to codify the Charter of the City of Zephyrhills, Florida, in terms of making appropriate harmonizing, technical or editorial changes and notes that do not affect the substantive provisions thereof.

Section 10. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon passage and signing by the Mayor.

The foregoing Ordinance No. 1465-23 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of July, 2023.

Attest: _____

Lori L. Hillman, City Clerk

Lance A. Smith, Council President

The foregoing Ordinance No. 1465-23 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of July, 2023.

Attest:

Lori L. Hillman, City Clerk

Lance A. Smith, Council President

The foregoing Ordinance No. 1465-23 was approved by me on this 24th day of July, 2023.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

CITY MANAGER'S REPORT 4.1

Approval of Work Order No. 23-139 - Updated Transportation, Parks, and Public Safety Impact Fees Study - Kimley-Horn and Associates, Inc. (Continuing Service Contract # 37-18-07)

Issue:

Impact fees should be evaluated every 5 -6 years. The City last updated our impact fees in 2016.

Background:

Kimley-Horn along with Duncan Associates (subconsultant to KH) will update the City's Transportation, Park, and Public Safety Impact Fees under the continuing services contract dated November 27, 2018.

Kimley - Horn will:

- Update the transportation, parks, and public safety impact fees;
- Prepare the impact fee ordinance amendments;
- Include a description of circumstances that reasonably demonstrate that an extraordinary need exists to exceed the limitations on impact fee increases, as provided for in the Florida Impact Fee Act;
- Provide simplified fee schedules;
- Attend up to three (3) meetings;
- Provide final reports and approval of updated fees and ordinances within nine (9) months.

Attachment(s):

1. Work Order 23-139 COZ Impact Fee Update_07_03_23

Fiscal Impact:

The total project cost is \$85,000.

\$50,000 - Transportation Impact Fee Funds, approved with approval of FY budget.

\$35,000 - Professional Services line item of the Administration Department budget. Professional Services will have \$12,155 remaining.

Staff Recommendation:

Staff recommends approval of Work Order No. 23-139 and requests that the City Manager be authorized to execute the work order.

WORK ORDER NO. 23-139
Pursuant to Continuing Service Contract Engineering
Services Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement, executed this ____ day _____, 2023, is Work Order No. 22-139 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as “City” or “Client”), and Kimley-Horn and Associates, Inc., (hereinafter referred to as “Kimley-Horn” or “Consultant”), dated November 27, 2018.

WHEREAS, the City and the Consultant entered into an Agreement to provide Continuing Services for Engineering Services; and

WHEREAS, the Agreement provided that the City would make individual technical service requests of the Consultant; and

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties, it is mutually understood and agreed as follows:

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City. The following tasks, as described in Section II, are based on discussions regarding the proposed scope of services, timeline, and budget to prepare a study to update the City of Zephyrhills’ transportation, parks, and public safety impact fees, prepare draft ordinance amendments to implement the findings of the study, and prepare an analysis of extraordinary circumstances that would warrant exceeding the limitations on impact fee increases otherwise applicable under Florida law, between Kimley-Horn and the City.

As discussed with the City, Duncan Associates will complete most of these services as a subconsultant to Kimley-Horn under this Work Order pursuant to Kimley-Horn’s Continuing Service Contract for Engineering Services Agreement with the City.

Project Understanding and Approach

This project entails assisting the City of Zephyrhills in updating its transportation, parks, and public safety impact fees. In addition to the impact fee study, the project will include the preparation of impact fee ordinance amendments to implement the recommendations of the study. Finally, it will include a description of circumstances that reasonably demonstrate that an extraordinary need exists to exceed the limitations on impact fee increases, as provided for in the Florida Impact Fee Act.

Legal Defensibility. The study and ordinance amendments will need to be consistent with the Florida Impact Fee Act, as well as the body of Florida impact fee case law known as the “dual rational nexus” test. Key principles from that case law include requirements that (a) the fees are proportional to the impacts of the development, and (b) are based on levels of service that are no higher than that currently provided to existing development.

Restrictions on Fee Increases. A 2021 amendment to the Florida act now places significant restrictions on impact fee increases. Any impact fee rate increase of up to 25% must be phased in over two years, and any increase more than 25% and up to 50% must

be phased in over four years. The phased increases must be in equal annual amounts. Impact fees can only be increased once every four years (exclusive of phased increases over two or four years). These restrictions are more onerous than they may appear due to the requirement of impact fee case law that the impact fee rates for all land uses must be proportional to the impact of the development. This means that at the end of the phase-in period, all land uses must be assessed fees at the same percentage of the maximum fees calculated in the updated impact fee study.

In this context, the impact fee rate for the land use that is increasing the most determines the percentage of the maximum fees for all land uses. For example, suppose one land use category with a current fee of \$100 has an updated maximum fee of \$200 (increasing 100%), while all the other land uses also have a current fee of \$100 but have an updated fee of only \$110 (increasing 10%). At the end of a four-year phase in, the land use with a potential doubling would have increased by \$50, putting it at 75% of its maximum fee, while the fee for all the other land uses would be required to decrease to 75% of their maximum fee of \$110, or \$82.50 – this would be a decrease of \$17.50 or 17.5%. It would take another four-year phase-in to get all the land uses to the full updated fee amounts.

The statute allows the restrictions on fee increases to be exceeded, based on an analysis of extraordinary circumstances, two public workshops, and adoption of the ordinance increasing the fees by a vote of at least two-thirds of the governing body. A bill that was filed during the recently-ended regular session would have repealed this provision, but it did not pass. The updated impact fee study will include an analysis of potentially extraordinary circumstances that would justify such an exemption.

Simplified Fee Schedules. For years we have been recommending fewer and more broadly-defined land use categories in fee schedules, arguing that a simplified fee schedule is much easier to administer and reduces the need to assess fees for changes of use in existing buildings. It is impossible to list all possible land uses, while virtually any land use can be classified into one of a few broad categories. The amount of potential revenue lost by not separating out very specific land uses is minimal, and a building may be used for a specific land use for only a short time. The type of scenario illustrated by the example above is more likely to occur when many land uses are listed. The phasing requirements present another argument in favor of a simplified fee schedule, and we recommend it be part of this update. This would apply primarily to the City's transportation impact fee schedule, which lists 37 land uses with different fees, compared to three for parks and two for public safety.

Project Coordination. Christopher Hatton of Kimley Horn will be the overall project manager for the consultant team. Clancy Mullen will be the project manager for the subconsultant firm of Duncan Associates. Consultant will be the main coordinator with the City, and will be copied on all email communications between the subconsultant and the City. Kimley Horn will provide status updates to the City as appropriate. Consultant will provide subconsultant with GIS support, cost estimating, traffic count data, and other information within its transportation planning and engineering expertise that may be needed for successful completion of the impact fee study. The subconsultant will be primarily responsible for all document preparation, including study drafts and ordinance amendments. Subconsultant will maintain regular contact with consultant, keep consultant apprised of its progress, inform consultant of any issues that may arise, and communicate with City staff only as approved by consultant.

II. Scope of Work

The following scope of work is summarized as follows:

Pursuant to the City's request, Kimley-Horn has prepared the following Scope of Services for this project. Kimley-Horn proposes the following tasks to the City:

Task 1: Project Organization

This task will involve initial data collection and project organization for the impact fee study. Upon notice to proceed, the subconsultant will provide an initial data needs list and work with the consultant to schedule a meeting with key members of City staff. This meeting will be attended by both Kimley Horn and Duncan Associates remotely. During the organizational meeting, the subconsultant will solicit data needed to complete the study and solicit direction on potential policy issues. The City should provide the subconsultant, without charge, copies of all relevant plans, studies and other local data needed to perform the scope of work. At the end of the task, the subconsultant will prepare a memorandum summarizing the organizational framework for the project and listing any additional data needs.

Deliverables: *Data Needs List*
 Project Organization Meeting
 Project Organization Memorandum

Task 2: Staff Review Draft

This task involves the preparation of the initial draft of the updated transportation, parks and public safety impact fee study for staff review. The study will be based on review of levels of service, land use trends and policies, master plans, planned capital improvements, growth projections, financial data, and other relevant information. It will include all the elements mandated by impact fee case law, including compliance with the dual rational nexus test. These elements will include an inventory of existing facilities; the cost of improvements required to remedy any existing service deficiencies; the proportionate share of the cost of improvements required to accommodate increased service demands; and appropriate revenue credits to ensure that new development is not charged more than its proportionate share of the cost of new facilities. It will include tables that identify the demand associated with different land use types. The study will culminate with a net cost schedule by land use for each facility type, which represents the maximum impact fees that could be charged based on the data, methodology, and analysis used in the study. The study will also include an analysis of extraordinary circumstances that would warrant exceeding the limitations on impact fee increases otherwise applicable under Florida statutes. Kimley Horn will provide data needed for the study, including but not limited to determining an average cost to add a vehicle-mile of capacity to the local major road network, and working with City staff to compile available recent traffic counts.

Deliverable: *Staff Review Draft*

Task 3: Public Review Draft and Draft Ordinance

Following receipt of comments on the staff review draft, the subconsultant will make appropriate modifications to the impact fee study and provide a draft for public review. Kimley Horn will assist in acquiring and providing subconsultant with available local data that may be needed to address staff comments. Concurrent with the public review draft

the subconsultant will provide recommended draft ordinance amendments to implement the study findings and recommendations.

*Deliverables: Public Review Draft
 Draft Ordinance Amendments*

Task 4: Public Meetings

The consultant team will attend public meetings to discuss the project and present the findings of the study as requested by the City. For the purposes of the fixed-fee proposal, it is anticipated that Kimley Horn will attend in person and Duncan Associates will participate remotely. Consultant team participation at three meetings is assumed. If the City decides to pursue an extraordinary circumstances exception to the statutory limitations of fees increases, this would accommodate participation in the two required public workshops, as well as the public hearing for ordinance adoption.

Deliverables: Subconsultant Remote Participation in up to Three (3) Meetings

Task 5: Final Study and Documents

Following comments and guidance received during the review process, the public review draft would be revised if necessary. At the conclusion of the project, subconsultant will provide the consultant with the supporting files to transmit to the City.

*Deliverables: Final Study Revisions (if needed)
 Study Files (Acrobat and Word)
 Fee Calculation Spreadsheet (Excel)*

III. Additional Services

The following are services that are not included in the scope of services, but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance.

- Attendance at additional meetings with City
- Attendance at additional public hearings with City
- Additional services outside of this scope of services as requested by City

IV. Information Provided by Client

The following information, upon which the Consultant can rely, shall be provided by the Client or the developer of the project.

- Consultant requested information from the City

V. Compensation

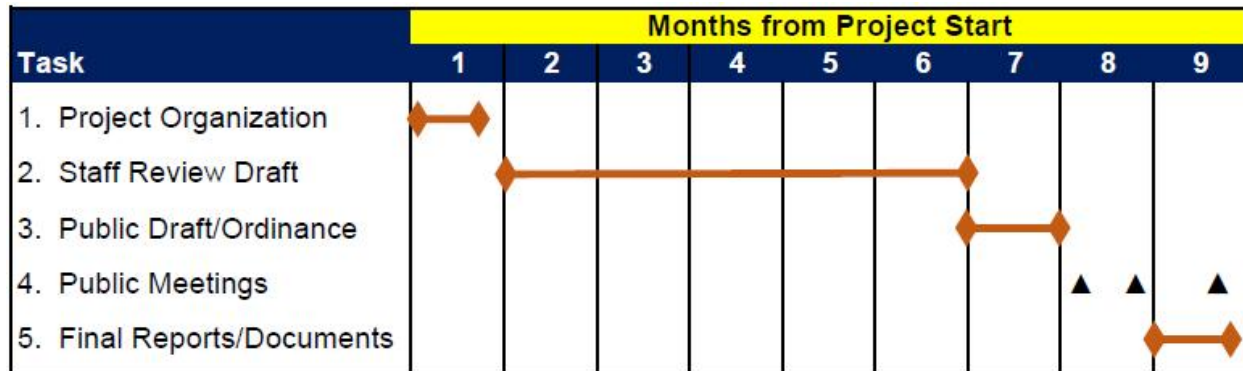
The Consultant's fee for this project is summarized by work task on the attached Exhibit A. The cost for Tasks 1 through 5 will be a lump sum fee of \$85,000. Any additional services conducted will be done based upon the Consultant's hourly rate.

VI. Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

It is anticipated that a realistic schedule would take six months to deliver an initial draft for staff review, although we will attempt to complete it sooner if possible. It is also anticipated that it could take nine months to adopt the updated ordinance.

See the following anticipated schedule by Task:



VII. Other Provisions

All provisions contained in the Corridor, Sub-area, and Special Transportation Studies Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: 

By: _____

Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Principal

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness: _____

Attest: _____

EXHIBIT A
City of Zephyrhills, Florida

<u>Task</u>	<u>Task Name</u>	<u>Duncan Associates Lump Sum Fee / Kimley-Horn Lump Sum Fee</u>	
1.	Project Organization	\$4,000	\$5,000
2.	Staff Review Draft	\$41,500	\$5,000
3.	Public Draft and Ordinance	\$8,500	\$2,500
4.	Public Meetings (3)	\$6,000	\$7,500
5.	Final Study and Documents	<u>\$3,500</u>	<u>\$5,000</u>
		\$60,000	\$25,000

Total Lump Sum Fee = \$85,000

EXHIBIT B- UNIT LABOR RATES

Consultant shall list a complete fee schedule to be referred to when proposing services for each project assigned by the CITY OF ZEPHYRHILLS. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A.

Fees, which shall be inclusive of all overhead of Consultant, for basic services and additional services (only when approved in writing by the CITY), be reimbursed at the following hourly rates:

City of Zephyrhills	
Kimley-Horn and Associates, Inc.	
CONTRACT BILLING RATES	
Job Classification	Average Hourly Billing Rate
Chief Engineer	\$ 298.00
Senior Project Manager	\$ 285.00
Project Manager	\$ 215.00
Senior Professional Engineer	\$ 230.00
Senior Environmental Scientist	\$ 200.00
Professional Engineer II/Wetland Scientist/Geologist	\$ 180.00
Professional Engineer I/Wetland Scientist/Geologist	\$ 165.00
Engineer Intern	\$ 135.00
Senior Designer/Engineering Tech	\$ 138.00
Designer/Engineering Tech	\$ 118.00
Drafter/CADD Operator	\$ 100.00
Sr. Planner	\$ 230.00
Planner	\$ 150.00
GIS Specialist	\$ 120.00
Sr. Landscape Architect	\$ 230.00
Landscape Architect	\$ 180.00
Landscape Intern	\$ 135.00
Construction Engineer	\$ 175.00
Construction Inspector	\$ 145.00
Administrative/Clerical	\$ 90.00

CITY MANAGER'S REPORT 4.2

Amendment to Contract 37-22-07 to Wharton-Smith for Hercules Park Construction - Construction Management

Issue:

Request Council to amend Agreement 37-22-07 to include the guaranteed maximum price with Wharton-Smith, Inc, as Construction Manager for construction at Hercules Park.

Background:

On April 10, 2022, the City distributed a Request for qualifications 35-22-02 for Construction Management Services-Hercules Park. The solicitation was distributed through the Tampa Bay Times and BidNet Direct. On May 12, 2022, the City received three (3) solicitation responses: A.D. Morgan, Phinazee Construction, and Wharton-Smith. On July 11, 2022, Council approved the contract with Wharton-Smith for construction of Hercules Park. On June 26, 2023, Council approved several valued engineering options to reduce the cost of constructing Hercules Park and directed Wharton-Smith to calculate the guaranteed maximum price. The attached amendment sets the GMP at \$7,402,336, and adds \$100,000.00 owner contingency.

Staff anticipates a second amendment to the contract to set the dates for substantial and final completion. These dates will be determined by the Notice to Proceed.

Attachment(s):

1. Owner Agreement - Hercules Park Precon - Executed (003)(19071738.1)
2. Exhibit A - Wharton-Smith Amendment to Contract 37-22-07 - Hercules Park
3. Exhibit 1 (19071740.1)
4. Exhibit 2 (19071743.1)
5. Exhibit 3 (19071742.1)
6. Exhibit 4 (19071747.1)

Fiscal Impact:

Funding of \$7,402,336 for construction at Hercules Park is budgeted in the current FY 2022/2023 Annual Budget through ARPA funding.

Staff Recommendation:

Staff recommends approval to amend contract 37-22-07 to include the guaranteed maximum price for construction of amenities at Hercules Park.

AIA Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 11th day of July in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Zephyrhills, a Florida municipal corporation
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0000
Fax Number: (813) 780-0005

and the Construction Manager:
(Name, legal status, address, and other information)

Wharton-Smith, Inc., a Florida corporation
4912 W La Salle St.
Tampa, FL 33607
Telephone Number: (813) 288-0068
Fax Number: (813) 288-0371

for the following Project:
(Name, location, and detailed description)

The Architect:
(Name, legal status, address, and other information)

Kimley-Horn and Associates, Inc., a Foreign corporation
201 North Franklin Street
Suite 1400
Tampa, FL 33602
Telephone Number: (813) 620-1460

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

Within 30 days of the Owner's issuance of a notice to proceed.

.3 Substantial Completion date or dates:

To be determined upon establishment of the Guaranteed Maximum Price.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

See bid packet and Contractor response.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Shane LeBlanc, Public Works Director
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0022 ext 3561

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

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Same as 1.1.8

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

Kimley-Horn and Associates, Inc., a Foreign corporation

201 North Franklin Street

Suite 1400

Tampa, FL 33602

Telephone Number: (813) 620-1460

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Tom Larossi 
4912 W La Salle Street
Tampa, FL 33607-3810
Telephone Number: (813) 436-6521

Email Address: tlarossi@whartonsmith.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

AS REQUIRED TO MEET DELIVERABLES.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

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(List any Owner-specific requirements for subcontractor procurement.)

AS REQUIRED TO MEET DELIVERABLES.

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which

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case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the

Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See bid packet and Contractor's response.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall

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notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

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Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

.75% of the GMP - .75% of anticipated GMP of \$4,200,000.00 = \$31,500.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
N/A	N/A

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within the agreed upon schedule which is to be determined, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

1 % 12% per year

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5% of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Based on mutually agreed upon change orders.

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§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Mark up to 15% for overhead and profit, including bond. Sub-subcontract costs shall be marked up at 5% including overhead and bond.

§ 6.1.5 Deleted.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$1,000.00 per day.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

TO BE DETERMINED UPON ESTABLISHMENT OF THE GMP.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

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§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution

of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

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- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

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ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the

Init.

- Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
 - .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

~~10%~~ 5% *fn*

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General conditions, insurance, and bond.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

5% at 50% complete, at owners discretion. * SEE 11.1.8.1 ABOVE *fn*

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage will be released when final punch list is completed.

Init.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

Init.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1% Per month Or, 12% annually

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

Init.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

Init.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Total cost incurred plus pro-rata fee

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000.00) for each occurrence and (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$ 2,000,000.00) each accident, (\$ 1,000,000.00) each employee, and (\$ 2,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
N/A	N/A

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

Init.

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(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6 Other Exhibits:
(Check all boxes that apply.)

[] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:

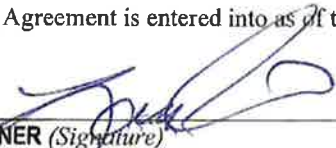
Document	Title	Date	Pages
Bid Packet	Request for Qualifications 32-22-02	4/10/2022	39
Bid Response by Contractor	CMS FOR HERCULES PARK	5/5/2022	68

7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)

~~Jodi Wilkerson, City Council President~~
(Printed name and title)

Lance A. Smith, Council Vice President


CONSTRUCTION MANAGER (Signature)

~~Tom Larossi, Vice President~~
(Printed name and title)

Init.

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Additions and Deletions Report for **AIA® Document A133™ – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:43:37 ET on 06/23/2022.

PAGE 1

AGREEMENT made as of the 11th day of July in the year 2022

...

City of Zephyrhills, a Florida municipal corporation
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0000
Fax Number: (813) 780-0005

...

Wharton-Smith, Inc., a Florida corporation
4912 W La Salle St.
Tampa, FL 33607
Telephone Number: (813) 288-0068
Fax Number: (813) 288-0371

...

Kimley-Horn and Associates, Inc., a Foreign corporation
201 North Franklin Street
Suite 1400
Tampa, FL 33602
Telephone Number: (813) 620-1460

PAGE 3

TBD

...

Within 30 days of the Owner's issuance of a notice to proceed.

...

To be determined upon establishment of the Guaranteed Maximum Price.

...

N/A

...

N/A

...

N/A

...

See bid packet and Contractor response.

...

Shane LeBlanc, Public Works Director
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0022 ext 3561

PAGE 4

Same as 1.1.8

...

Kimley-Horn and Associates, Inc., a Foreign corporation

...

201 North Franklin Street

...

Suite 1400

...

Tampa, FL 33602

...

Telephone Number: (813) 620-1460

...

Tom Larossi
4912 W La Salle Street
Tampa, FL 33607-3810
Telephone Number: (813) 436-6521

Email Address: tlarossi@whartonsmith.com

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AS REQUIRED TO MEET DELIVERABLES.

PAGE 5

AS REQUIRED TO MEET DELIVERABLES.

...

N/A

PAGE 8

See bid packet and Contractor's response.

PAGE 11

.75% of the GMP - .75% of anticipated GMP of \$4,200,000.00 = \$31,500.00

...

N/A

N/A

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~() months of the date of this Agreement, the agreed upon schedule which is to be determined~~ t, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~forty-five(45)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

1 % 12% per year

...

5% of the Cost of the Work

...

Based on mutually agreed upon change orders.

PAGE 12

Mark up to 15% for overhead and profit, including bond. Sub-subcontract costs shall be marked up at 5% including overhead and bond.

...

~~§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.~~Deleted.

...

\$1,000.00 per day.

PAGE 13

TO BE DETERMINED UPON ESTABLISHMENT OF THE GMP.

PAGE 17

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 18

10%

...

General conditions, insurance, and bond.

...

5% at 50% complete, at owners discession.

...

Retainage will be released when final punch list is completed.

PAGE 19

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment.

PAGE 20

1% Per month % Or, 12% annually

...

☒ [X] Litigation in a court of competent jurisdiction

PAGE 22

Total cost incurred plus pro-rata fee

PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000.00) for each occurrence and (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$ 2,000,000.00) each accident, (\$ 1,000,000.00) each employee, and (\$ 2,000,000.00) policy limit.

...

N/A
PAGE 24

N/A

N/A

...

[☒] Supplementary and other Conditions of the Contract:

...

<u>Bid Packet</u>	<u>Request for</u>	<u>4/10/2022</u>	<u>39</u>
	<u>Qualifications 32-22-02</u>		
<u>Bid Response by Contractor</u>	<u>5/5/2022</u>		
	<u>CMS FOR HERCULES</u>		<u>68</u>
	<u>PARK</u>		

...

7-7 Other documents, if any, listed below:

PAGE 25

Jodi Wilkeson, City Council President

Tom Larossi, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:43:37 ET on 06/23/2022 under Order No. 2114337105 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Tenth day of July in the year Two Thousand Twenty-Three, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Eleventh day of July in the year Two Thousand Twenty-Two (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Hercules Park Construction
Parcel ID: 02-26-21-0000-00100-0000
A PARCEL OF LAND LYING WITHIN N1/2 OF SW1/4 OF SEC 2 DESC AS FOR
POB COM AT SW COR OF THE N1/2 OF SW1/4 OF SEC 2 TH N00DEG14'55"W
554.12 FT TH ALG ARC OF CV L RAD 2303.68 FT CHD BRG&DIST
N15DEG59'50"E89.23FT
TH S79DEG09'58"E 182.27 FT TH N36DEG49'58"E 322.57 FT TH N00 DEG06'18"W
345.18 FT TH N89DEG 53'42"E 233 FT TH N00DEG06'18" W 20 FT TH
N89DEG53'42"E 204.45 FT TH S00DEG09'23"W 332.95 FT TH S43DEG12'52"W
609.20 FT TH
S01DEG24'41"E 402.70 FT TH S01DEG38'03"E 49.46 FT TH S89DEG53'10"W 424.64
FT TO THE POB OR 9772 PG 1063
Assessed in Section 02, Township 26 South, Range 21 East of Pasco County, Florida

THE OWNER:
(Name, legal status, and address)

City of Zephyrhills, , a Florida municipal corporation
5335 8th Street
Zephyrhills, FL 33542

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Wharton-Smith, Inc., , a Florida Corporation
4912 W La Salle Street
Tampa, FL 33607-3810

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Seven Million Four Hundred and Two Thousand Three Hundred Thirty-Six Dollars and Zero Cents (\$ 7,402,336.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit "1" attached hereto and made apart hereof.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Thirty (30) days from the issuance of the Notice to Proceed (NTP) but not later than January 1, 2024. The Contractor shall follow the timeline as set out on Exhibit 2.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

Init.

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 23:27:38 ET on 07/06/2023 under Order No.2114450170 which expires on 07/05/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA42)

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: December 1, 2024.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit 3	GMP - Wharton-Smith, Inc.	May 5, 2023	35

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
X			

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Kimley Horn Drawings - Attached as Exhibit 3

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design

Init.

reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item

Price

Owner Contingency

\$100,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Value Engineering items City Council approved to reduce the original GMP from \$8,101,158.00 to \$7,402,336.00 as outlined on Exhibit 4.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Exhibit 1,2, and 3

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

See main contract and supplements agreed to by both parties.

This Amendment to the Agreement entered into as of the day and year first written above.

City of Zephyrhills, a Florida municipal corporation

Wharton-Smith, Inc.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Lance A. Smith, , City Council President

Tom Larossi, , Vice President - West Coast Florida
Commercial

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 23:27:38 ET on 07/06/2023.

PAGE 1

This Amendment dated the Tenth day of July in the year Two Thousand Twenty-Three, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Eleventh day of July in the year Two Thousand Twenty-Two (the “Agreement”)

...

Hercules Park Construction

Parcel ID: 02-26-21-0000-00100-0000

A PARCEL OF LAND LYING WITHIN N1/2 OF SW1/4 OF SEC 2 DESC AS FOR POB COM AT SW COR OF THE N1/2 OF SW1/4 OF SEC 2 TH N00DEG14'55"W 554.12 FT TH ALG ARC OF CV L RAD 2303.68 FT CHD BRG&DIST N15DEG59'50"E89.23FT

TH S79DEG09'58"E 182.27 FT TH N36DEG49'58"E 322.57 FT TH N00 DEG06'18"W 345.18 FT TH N89DEG 53'42"E 233 FT TH N00DEG06'18" W 20 FT TH N89DEG53'42"E 204.45 FT TH S00DEG09'23"W 332.95 FT TH S 43DEG12'52"W 609.20 FT TH

S01DEG24'41"E 402.70 FT TH S01DEG38'03"E 49.46 FT TH S89DEG53'10"W 424.64 FT TO THE POB OR 977 2 PG 1063

Assessed in Section 02, Township 26 South, Range 21 East of Pasco County, Florida

...

City of Zephyrhills, , a Florida municipal corporation

5335 8th Street

Zephyrhills, FL 33542

...

Wharton-Smith, Inc., , a Florida Corporation

4912 W La Salle Street

Tampa, FL 33607-3810

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million Four Hundred and Two Thousand Three Hundred Thirty-Six Dollars and Zero Cents (\$ 7402336.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Exhibit "1" attached hereto and made apart hereof.

...

[X] Established as follows:

...

Thirty (30) days from the issuance of the Notice to Proceed (NTP) but not later than January 1, 2024. The Contractor shall follow the timeline as set out on Exhibit 2.

PAGE 3

[X] By the following date: December 1, 2024.

...

N/A

...

<u>Exhibit 3</u>	<u>GMP - Wharton-Smith, Inc.</u>	<u>35</u>
	<u>May 5, 2023</u>	

...

X

...

Kimley Horn Drawings - Attached as Exhibit 3

PAGE 4

Owner Contingency \$100,000.00

...

See Value Engineering items City Council approved to reduce the original GMP from \$8,101,158.00 to \$7,402,336.00 as outlined on Exhibit 4.

...

See Exhibit 1,2, and 3

...

See main contract and supplements agreed to by both parties.

...

City of Zephyrhills, a Florida municipal corporation

Wharton-Smith, Inc.

...

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 23:27:38 ET on 07/06/2023 under Order No. 2114450170 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT

1

91-22-037



City of Zephyrhills Hercules Park

5/5/2023

City of Zephyrhills

ESTIMATING WORKSHEET SUMMARY

Building Area

11 ACRE

LINE	SPEC	DESCRIPTION	\$/SF		TOTAL
1		Direct Costs			
2	017000	Temporary Facilities	\$ 3,431.56		38,811
3	021000	Demolition		w/sitework	
4		Building Turnkey	\$ 37,620.50		425,488
5	030000	Cast in place concrete	\$ 27,335.82		309,168
6	040000	Masonry		w/Building Turnkey	
8	061000	Rough Carpentry		w/Building Turnkey	
10	071000	Damproofing & Waterproofing	\$ 707.34		8,000
12	075000	Roofing		w/Building Turnkey	
15	081000	Doors, Frames & Hardware		w/Building Turnkey	
18	092000	Drywall		w/Building Turnkey	
22	096000	Flooring		w/Building Turnkey	
23	099100	Painting		w/Building Turnkey	
25	102000	Toilet Partitions & Accessories		w/Building Turnkey	
27	105000	Identifying Devices	\$ 12,173.71		137,685
29	107000	Fire Extinguishers		w/Building Turnkey	
36	116800	Playground	\$ 85,312.72		964,887
37	116840	Splash Pad	\$ 183,308.52		2,073,219
38	124000	Site Furnishings & Accessories	\$ 14,603.23		165,162
39	130000	Pre-Engineered Metal Pavilions	\$ 15,713.97		177,725
42	220000	Plumbing		w/Building Turnkey	
43	230000	HVAC		w/Building Turnkey	
44	260000	Electrical	\$ 34,360.74		388,620
45	310000	Site Earthwork, Utilities & Paving	\$ 119,198.50		1,348,135
46	329111	Natural Trailbuilding	\$ 9,725.91		110,000
47	323113	Fencing	\$ 1,984.48		22,444
48	329300	Landscaping & Irrigation	\$ 23,976.00		271,169
49		TOTAL DIRECT COSTS	\$ 569,453.00		6,440,513
50					
51		Indirect Costs			
52		General Conditions	\$ 51,853.77		586,466
53		General Requirements	\$ 10,885.91		123,120
54		BIM Services	\$ 716.28	0.10%	8,101
55		IT Software	\$ 1,504.19	0.21%	17,012
56		Escalation Contingency	\$ 5,694.53	1.00%	64,405
57		General Liability Insurance	\$ 5,013.98	0.70%	56,708
58		Builder's Risk Insurance	\$ 992.77	0.14%	11,228
59		Permits (by Owner)	\$ -	0.00%	0
60		P&P Bond	\$ 3,575.15	0.50%	40,435
61		SUBTOTAL	\$ 649,689.58		7,347,989
62					
63		Construction Contingency	\$ 32,484.48	5.00%	367,399
64		Owner Contingency	\$ -	0.00%	0
65		SUBTOTAL	\$ 682,174.06		7,715,389
66					
67		Fee	\$ 34,108.70	5.00%	385,769
68		Guaranteed Maximum Price	\$ 716,282.77		8,101,158

Value Management	
Splash Pad - GFRC Improvements	-388,917
Splash Pad - Laminar Flow Nozzle Sump Replacements at Ground Effects	-57,424
Splash Pad - Laminar Flow Nozzle Replacements at Barrels	-69,745
Entrance Sign / Monument Sign	-101,649
Precast Modular Restroom Building	-81,431
Omit SD Type Tree Lighting	-57,516
Nature Trailbuilding Concept	-123,571
SUBTOTAL	-880,253

EXHIBIT

2

City of Zephyrhills - Hercules Park

Preliminary Design & Early Procurement Timeline

ACTIVITY DESCRIPTION	2023																								2024			
	JUL				AUG				SEP				OCT				NOV				DEC				JAN			
Receive PO / Amendment from City																												
Splash Pad Subcontractor Sign-up																												
Splash Pad Design by Subcontractor																												
A/E Review of Splash Pad Design & Finalize Electrical Permit Drawings																												
Permit Documents Complete																												
Submit Permit Docs to Building Department and Review																												
Releasing Long Lead Procurement Equipment																												
Receive Permit																												
Mobilize - Install Fencing, SWPPP, Survey, Site Trailer																												
NTP																												



EXHIBIT
3

CITY OF ZEPHYRHILLS HERCULES PARK



GUARANTEED
MAXIMUM PRICE



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Table of Contents

Section 1	Document List
Section 2	Assumptions & Clarifications
Section 3	GMP Summary, Direct Costs, Allowances
Section 4	Milestone Summary – GMP Acceptance and Anticipated Substantial Completion
Section 5	Preliminary Project Schedule



Section 1
Document List





Deliverable: GMP
Owner: City of Zephyrhills
Project: City of Zephyrhills Hercules Park

Doc Type: Drawings
Architect: Kimley-Horn
Titled: 90% Preliminary Design Plans for Hercules Park
Dated: 2/20/2023
Phase: 90%

Sheet No.	Sheet Title	Issue Date	Add 1
C-00	COVER SHEET	02/20/23	
C-01	GENERAL NOTES	02/20/23	
C-02	AERIAL SITE PLAN	02/20/23	
C-10	BOUNDARY SURVEY (BY OTHERS)	02/20/23	
C-11	TREE SURVEY (BY OTHERS)	02/20/23	
C-12	TREE SURVEY (BY OTHERS)	02/20/23	
C-15	PROJECT LAYOUT SHEET	02/20/23	
C-20	SWPPP GENERAL NOTES	02/20/23	
C-21	SWPPP PLAN VIEW	02/20/23	
C-22	SWPPP PLAN VIEW	02/20/23	
C-23	SWPPP DETAILS	02/20/23	
C-30	DEMOLITION PLAN	02/20/23	
C-40	TYPICAL SECTIONS	02/20/23	
C-51	SITE PLAN	02/20/23	
C-52	SITE PLAN	02/20/23	
C-61	GRADING & DRAINAGE PLAN	02/20/23	
C-62	GRADING & DRAINAGE PLAN GRADING & DRAINAGE PLAN	02/20/23	4/19/2023
C-63	GRADING DETAILS GRADING DETAILS	02/20/23	
C-64	UNDERDRAIN PIPING SYSTEM UNDERDRAIN PIPING SYSTEM	02/20/23	4/19/2023
C-70	UTILITY PLAN	02/20/23	
TM-1	OVERALL TREE MITIGATION PLAN	02/20/23	
TM-2	TREE MITIGATION PLAN	02/20/23	
TM-3	TREE MITIGATION PLAN	02/20/23	
TM-4	TREE MITIGATION PLAN	02/20/23	
TM-5	TREE MITIGATION PLAN	02/20/23	
TM-6	TREE MITIGATION PLAN	02/20/23	
TM-7	TREE MITIGATION SPECIFICATIONS	02/20/23	
TM-8	TREE MITIGATION TABLES	02/20/23	
TM-9	TREE MITIGATION TABLES	02/20/23	
H-1	OVERALL HARDSCAPE PLAN	02/20/23	
H-2	HARDSCAPE PLAN	02/20/23	4/19/2023
H-3	HARDSCAPE PLAN	02/20/23	4/19/2023
H-4	HARDSCAPE PLAN	02/20/23	4/19/2023
H-5	HARDSCAPE PLAN	02/20/23	
H-6	HARDSCAPE PLAN	02/20/23	
H-7	HARDSCAPE DETAILS	02/20/23	4/19/2023



Deliverable: GMP
Owner: City of Zephyrhills
Project: City of Zephyrhills Hercules Park

H-8	SPLASH PAD DETAILS	02/20/23	
H-9	SPLASH PAD DETAILS	02/20/23	
H-10	SITE FURNISHING DETAILS	02/20/23	4/19/2023
H-11	PLAYGROUND DETAIL	02/20/23	4/19/2023
H-12	SIGNAGE DETAILS	04/19/23	4/19/2023
L-1	OVERALL LANDSCAPE PLAN	02/20/23	4/19/2023
L-2	LANDSCAPE PLAN	02/20/23	4/19/2023
L-3	LANDSCAPE PLAN	02/20/23	
L-4	LANDSCAPE PLAN	02/20/23	4/19/2023
L-5	LANDSCAPE PLAN	02/20/23	
L-6	LANDSCAPE PLAN	02/20/23	
L-7	LANDSCAPE DETAILS	02/20/23	
L-8	LANDSCAPE SPECIFICATIONS	02/20/23	
I-1	OVERALL IRRIGATION PLAN	02/20/23	
I-2	IRRIGATION PLAN	02/20/23	
I-3	IRRIGATION PLAN	02/20/23	
I-4	IRRIGATION PLAN	02/20/23	
I-5	IRRIGATION PLAN	02/20/23	
I-6	IRRIGATION PLAN	02/20/23	
I-7	IRRIGATION SPECIFICATIONS	02/20/23	
I-8	IRRIGATION DETAILS	02/20/23	
G101	INDEX TO DRAWINGS, CODE DATA & VICINITY MAP	01/31/22	
T LS101	LIFE SAFETY PLAN	01/31/22	
AS101	ARCHITECTURAL SITE PLAN	01/31/22	
S100	STRUCTURAL GENERAL NOTES	01/31/22	
S101	FOUNDATION & ROOF FRAMING PLANS & DETAILS	01/31/22	
A111	DIMENSION FLOOR PLAN	01/31/22	
A112	FINISH FLOOR PLAN	01/31/22	
A131	ROOF PLAN AND DETAILS	01/31/22	
A141	DOOR SCHEDULE AND DETAILS	01/31/22	
A151	ENLARGED TOILET PLAN, LEGEND & DETAILS	01/31/22	
A201	BUILDING ELEVATIONS	01/31/22	
A401	REFLECTED CEILING PLAN	01/31/22	
A501	BUILDING SECTIONS	01/31/22	
A502	SECTION DETAILS	01/31/22	
P000	LEGEND -PLUMBING	01/31/23	
P201	FLOOR PLAN -PLUMBING	01/31/23	
P601	SCHEDULES -PLUMBING	01/31/23	
P901	DETAILS -PLUMBING	01/31/23	
E000	LEGEND -ELECTRICAL	01/31/23	
E001	SPECIFICATIONS -ELECTRICAL	01/31/23	
E100	SITE PLAN -ELECTRICAL	01/31/23	4/19/2023
E201	FLOOR PLAN -ELECTRICAL / LIGHTING	01/31/23	4/19/2023



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Deliverable: GMP
Owner: City of Zephyrhills
Project: City of Zephyrhills Hercules Park

E501	RISER DIAGRAM -ELECTRICAL	01/31/23	4/19/2023
E901	DETAILS -ELECTRICAL	01/31/23	
E902	DETAILS -ELECTRICAL	01/31/23	



Section 2

Assumptions & Clarifications



**City of Zephyrhills Hercules Park
GMP
Friday May 5th 2023
Clarifications**



The Project

- Project includes construction of new parking, restrooms, outdoor pre-engineered pavilions, sidewalks, playground area, splash pad and trails.

Documents

- Based on 90% Construction Documents by Kimley Horn dated February 20th 2023. A document log is included herein.

Schedule

- Project schedule is based on a 10 month duration from NTP to substantial completion.
- Assumptions are made that supply chain issues during procurement will not impact forecasted milestones.

Contingencies

- Contingency is currently included for use as reviewed & approved by the Owner to cover unforeseen conditions. All unused contingency at the completion of the project will be returned to the owner.
- Escalation contingency is included to cover cost increases from submittal of the GMP through procurement. Any unused contingency shall be transferred to construction contingency upon completion of procurement.

GC, GR and Staffing

- Pricing is further based on a single mobilization.
- Upon execution of the GMP, the general conditions labor and general requirements will convert to lump sum and be billed out as a fixed amount on a monthly basis divisible by the total duration of the project shown per the contract schedule. The labor rates are then auditable only to confirm the total hours used on the project, not to the composition thereof.

Insurances and Bonding

- For all subcontractors with a contract in the amount of \$100,000 or more bonding cost has been included in the estimate
- Payment & Performance Bond included based on the full contract amount
- Standard General Liability Commercial Contractor Insurance coverage included based on full contract amount
- Builder's Risk Insurance was included at standard rates

Fee

- As noted within the GMP herein.

Owner Costs

To eliminate confusion caused by duplication and/or omissions, the following costs are assumed to be held by the Owner:

- Impact fees and other fees charged by the County, SWFWMD, any State or Federal agencies
- Utility meters and metering devices normally provided by the Utility Company
- Electric / Utility costs of any kind
- Design and engineering costs

Direct Costs

Concrete

- Sidewalks have been included as 4" with fibermesh per hardscape drawings (vs. 6" noted on civil drawings).

Masonry

- Included as shown.

Carpentry

- Included as shown.

City of Zephyrhills Hercules Park
GMP
Friday May 5th 2023
Clarifications



Roofing/Thermal Protection

- Downspouts are included with ends to dispense rainfall on to sidewalks in lieu underground storm lateral piping tie-ins.

Windows and Glass

- None shown.

Finishes

- Flooring
 - Sealed concrete and epoxy flooring is included with standard colors.
- Painting
 - Included as shown.

Fire Sprinklers

- None shown.

Plumbing

- All piping above and below ground, including fittings, is included as CPVC.

Mechanical

- Included as shown.

Electrical

- Lighting package is based on SESCO.
- The following are excluded as none are shown: fire alarm, voice/data, access control, cctv, intrusion detection

Site

- A geotechnical report was not provided; pricing submitted assumes subsurface conditions are suitable for the proposed construction of the restroom building, playground, pavilions and splash pad.
- Wheel stops are excluded.

Exterior Improvements

- Trashcan and park bench based on Landscape Forms Generation 50 series.
- Picnic tables based on Landscape Forms Charlie series.
- Bike rack is based on Landscape Forms Emerson series.
- Concrete swivel base park bench is based on WAUSA series.
- Pond fountain is excluded, none shown.



Section 3

GMP Summary, Direct Costs, Allowances



**City of Zephyrhills Hercules Park**

5/5/2023

City of Zephyrhills

ESTIMATING WORKSHEET SUMMARY

Building Area

11 ACRE

LINE	SPEC	DESCRIPTION	\$/SF		TOTAL
1		Direct Costs			
2	017000	Temporary Facilities	\$ 3,431.56		38,811
3	021000	Demolition			w/sitework
4		Building Turnkey	\$ 37,620.50		425,488
5	030000	Cast in place concrete	\$ 27,335.82		309,168
6	040000	Masonry			w/Building Turnkey
8	061000	Rough Carpentry			w/Building Turnkey
10	071000	Damproofing & Waterproofing	\$ 707.34		8,000
12	075000	Roofing			w/Building Turnkey
15	081000	Doors, Frames & Hardware			w/Building Turnkey
18	092000	Drywall			w/Building Turnkey
22	096000	Flooring			w/Building Turnkey
23	099100	Painting			w/Building Turnkey
25	102000	Toilet Partitions & Accessories			w/Building Turnkey
27	105000	Identifying Devices	\$ 12,173.71		137,685
29	107000	Fire Extinguishers			w/Building Turnkey
36	116800	Playground	\$ 85,312.72		964,887
37	116840	Splash Pad	\$ 183,308.52		2,073,219
38	124000	Site Furnishings & Accessories	\$ 14,603.23		165,162
39	130000	Pre-Engineered Metal Pavilions	\$ 15,713.97		177,725
42	220000	Plumbing			w/Building Turnkey
43	230000	HVAC			w/Building Turnkey
44	260000	Electrical	\$ 34,360.74		388,620
45	310000	Site Earthwork, Utilities & Paving	\$ 119,198.50		1,348,135
46	329111	Natural Trailbuilding	\$ 9,725.91		110,000
47	323113	Fencing	\$ 1,984.48		22,444
48	329300	Landscaping & Irrigation	\$ 23,976.00		271,169
49		TOTAL DIRECT COSTS	\$ 569,453.00		6,440,513
50					
51		Indirect Costs			
52		General Conditions	\$ 51,853.77		586,466
53		General Requirements	\$ 10,885.91		123,120
54		BIM Services	\$ 716.28	0.10%	8,101
55		IT Software	\$ 1,504.19	0.21%	17,012
56		Escalation Contingency	\$ 5,694.53	1.00%	64,405
57		General Liability Insurance	\$ 5,013.98	0.70%	56,708
58		Builder's Risk Insurance	\$ 992.77	0.14%	11,228
59		Permits (by Owner)	\$ -	0.00%	0
60		P&P Bond	\$ 3,575.15	0.50%	40,435
61		SUBTOTAL	\$ 649,689.58		7,347,989
62					
63		Construction Contingency	\$ 32,484.48	5.00%	367,399
64		Owner Contingency	\$ -	0.00%	0
65		SUBTOTAL	\$ 682,174.06		7,715,389
66					
67		Fee	\$ 34,108.70	5.00%	385,769
68		Guaranteed Maximum Price	\$ 716,282.77		8,101,158

total

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City of Zephyrhills Hercules Park

City of Zephyrhills

DIRECT COST WORKSHEET

5/5/2023

LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
2		cell M10 above is used for isolating individual building costs						
3								
4	017000	Temporary Facilities						
5		Prepare additional sections as necessary						
6								
7								
8								
9	013213	Aerial Photographs						
10	019410	Final Cleaning						
11		Material Testing						
12								
13		Bond						
14		Adjustment from WSI estimate to subcontractor						
15								
16								
17								
18		Subtotal - Temporary Facilities						
19	021000	Demolition						
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30		Bond						
31		Adjustment from WSI estimate to subcontractor						
32								
33								
34								
35		Subtotal - Demolition						
36		Building Turnkey						
37			Hybrid Construction LLC	Ryman Construction of Florida, Inc	Mc Quality & Precision			
38			Brandon Leske	Steve Billiter	Saul Mendoza			
39			813.300.8019	813.714.3118	337.781.7629			
40			bleske@hyrbidgc.com	steveb@rymanconstruction.com	saullisaac97@icloud.com			
41								
42		Building Turnkey	425,488	429,810	425,648			
43								
44		Bond	Yes	Yes	Yes			
45		Adjustment from WSI estimate to subcontractor	425,488	429,810	425,648			
46			0.02	0.02	0.02			
47			Hybrid Construction LLC	Ryman Construction of Florida, Inc	Mc Quality & Precision			
48								
49								
50		Subtotal - Building Turnkey						
51	030000	Cast in place concrete						
52			Central FL Construction Walls	American Construction Experts	Hooper's Concrete	Major League Services	Astro Construction Professional Inc	Acclaim Service Group
53			Vasilios "Bill" Hatzimarkos	Chris Dollar	Eric Hooper	Levi Montoya	Luis Bautista	Brent Jones
54			407.377.7170	813-503-9934	352.515.5874	(813) 451-1084	386.748.9095	727.848.3200
55			VXMarkos@gmail.com	cdollar@BuiltByACEinc.com	eric@hooperconcrete.com	levi@majorleagueservices.net	bautista.luis0327@gmail.com	Brent@AcclaimServiceGroup.com
56							400,200.00	384,550.00
57	032000	Restroom	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		
58		Foundation	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	Yes	Yes
59		Footing	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		
60		F-1	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		
61		F-2	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		

total

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City of Zephyrhills Hercules Park

City of Zephyrhills

DIRECT COST WORKSHEET

5/5/2023

LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
62		F-3	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		
63		F-4	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		
64	035000	4" Slab on Grade	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	Yes	Yes
65		10 mil Vapor Barrier per plans	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	Yes	Yes
66		All reinforcement per plans	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	Yes	Yes
67		Minimum 3,000 psi per plans	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	Yes	Yes
68		Equipment to complete work	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	Yes	Yes
69		Special hold down tie, brackets, etc	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		
70		Pest Treatment	see Building Turnkey					
71		Site						
72		Sidewalks	Yes	Yes			Yes	Yes
73		2" sand bed	31,500	Yes	31,500.00	31,500.00	31,500	31,500
74		4" thick Concrete with Fibermesh	267,930	338,704	314,470.00	340,530.00		
75		ADA Mats / Handicape Ramps Detectable Warning	2,176	2,176	2,176.00	2,176.00	2,176.00	Yes
76		CR-E Curb at Ramp	see Sitework	see Sitework	see Sitework	see Sitework	see Sitework	see Sitework
77		Curb Type D	see Sitework	see Sitework	see Sitework	see Sitework	see Sitework	see Sitework
78		Curb Type F	see Sitework	see Sitework	see Sitework	see Sitework	see Sitework	see Sitework
79		Concrete at Pavilions	see Pavilions	see Pavilions	see Pavilions	see Pavilions	Included	see Pavilions
80		Flagpole Foundation	1,500	1,500	1,500.00	1,500.00	1,500	1,500
81								
82		Masonry	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	Yes	see Building Turnkey
83		8" CMU with type S Mortar	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		see Building Turnkey
84		Cell fill foam	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	2,500	see Building Turnkey
85								
86		Bond	6,062	6,848	6,993	7,514	8,758	12,527
87		Adjustment from WSI estimate to subcontractor	309,168	349,228	356,639	383,220	446,634	430,077
88			0.02	0.02	0.02	0.02	0.02	0.03
89		Central FL Construction Walls	American Construction Experts	Hooper's Concrete	Major League Services	Astro Construction Professional Inc	Acclaim Service Group	
90		Alternate:						
91		6" thick concrete with Fibermesh			372,476			
92		6" thick concrete with Wiremesh			410,930			
93		Subtotal - Cast in place concrete						
94	040000	Masonry						
95								
96			Hooper's Concrete	Major League Services	Acclaim Service Group	Insulation Only	Insulation Only	
97			Eric Hooper	Levi Montoya	Brent Jones	Southern Foam Insulation Inc	Tailored Foam of Florida	
98			352.515.5874	(813) 451-1084	727.848.3200	George Helmer	Colton Sander	
99			eric@hooperconcrete.com	levi@majorleagueservices.net	Brent@AcclaimServiceGroup.com	407.654.1251	407.332.0333	
100					estimating@southernfoaminsulation.com			
101								
102		CMU	42613	w/concrete pricing	50700			
103		Injected Masonry foam Insulation				2350	2277	
104								
105								
106		Bond	852	-	1,521			
107		Adjustment from WSI estimate to subcontractor	43,465	-	52,221	2,350	2,277	
108			0.02	0.02	0.03	0.02	0.02	
109			Hooper's Concrete	Major League Services	Acclaim Service Group	Southern Foam Insulation Inc	Tailored Foam of Florida	
110								
111		Subtotal - Masonry	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	

total

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City of Zephyrhills Hercules Park

City of Zephyrhills

DIRECT COST WORKSHEET

5/5/2023

LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
126	061000	Rough Carpentry		Supply Only	Supply Only			
127			Mc Quality & Precision	SCOSTA Corporation	Universal Timber Structures			
128			Saul Mendoza	NAME	Mark Rice			
129			337.781.7629	863.385.8242	863.965.0213			
130			saulisaac97@icloud.com	plans@scostacorp.com	EMAIL			
131	061100	Rough Carpentry						
132		Wood Trusses	Yes	3,745	6,143			
133		Installation	Yes	No	No			
134								
135		Bond	-		123			
136		Adjustment from WSI estimate to subcontractor	-	3,745	6,266			
137			0.02	0.02	0.02			
138			Mc Quality & Precision	SCOSTA Corporation	Universal Timber Structures			
139								
140		Subtotal - Rough Carpentry	see Building Turnkey	see Building Turnkey	see Building Turnkey			
155	071000	Damproofing & Waterproofing						
156								
157			Central Florida Waterproofing					
158			Michelle Braun					
159			407.696.8188					
160			EMAIL					
161								
162	071010	Damproofing						
163	071120	Waterproofing						
164		Joint Sealants on sidewalks	8,000					
165								
166		Bond	-					
167		Adjustment from WSI estimate to subcontractor	8,000					
168			0.02					
169			Central Florida Waterproofing					
170								
171		Subtotal - Damproofing & Waterproofing						
183	075000	Roofing						
184								
185			ANCI Roofing & Contracting	Quality Roofing Inc				
186			Todd Arrant	Richard Jenkins				
187			813.781.1883	813.620.4797				
188			EMAIL	rick.jenkins@quality-roofing.com				
189								
190	075010	Standing Seam Metal Roof	28,400	48,000				
191		Underlayment	10,000	Yes				
192		Gutters	5,000	Yes				
193		Permits	1,000	Yes				
194								
195								
196		Bond	No	960				
197		Adjustment from WSI estimate to subcontractor	44,400	48,960				
198			0.02	0.02				
199			ANCI Roofing & Contracting	Quality Roofing Inc				
200								
201		Subtotal - Roofing	see Building Turnkey	see Building Turnkey				

total

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5/5/2023

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City of Zephyrhills Hercules Park

City of Zephyrhills

DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
230	081000	Doors, Frames & Hardware						
231								
232			Integrated Door Systems	Pinnacle Door and Hardware	Install Only	Install Only		
233			Frank Greene	Jim Stiglich	Shelmar Doors and Hardware	Redeye Door Specialists		
234			813.759.4300	727.447.7300	Shelley Roth-Kocsis	Debby Brunath		
235			fgreene@integrateddoor.com	jstiglich@pinnacledh.com	813.892.3829	941.545.3039		
236					ShelmarDoors@hotmail.com	debbybrunath@yahoo.com		
237	081010	Doors & Frames	21,866	31,760				
238		D-1 - Three Panel Smooth White 16GA. Steel Door						
239		D-2 - Pair of Three Panel Smooth White 16 GA Steel Doors						
240		D-3 - Two Panel Smooth White 16 GA Steel Door with Louver Insert and Insect Screen						
241		D-4 - Two Panel Smooth White - 18 GA Steel Door with Louvered Insert and Insect Screen						
242		Bitumen Coating Frames	690	690				
243	0871000	Hardware	Yes	Yes				
244		Installation	4,943	Yes	2,300	1,550		
245		Louvers	Yes	2,500				
246								
247		Bond	7,562	699	46	31		
248		Adjustment from WSI estimate to subcontractor	35,062	35,649	2,346	1,581		
249			0.275	0.02	0.02	0.02		
250			Integrated Door Systems	Pinnacle Door and Hardware	Shelmar Doors and Hardware	Redeye Door Specialists		
251								
252		Subtotal - Doors, Frames & Hardware	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		
281	092000	Drywall						
282			Mc Quality & Precision					
283			Saul Mendoza					
284			337.781.7629					
285			saulisaac97@icloud.com					
286	092500	Drywall						
287		1/2" Ceiling Density Board						
288		Finished						
289		Insulation R-38 Batt						
290		Hardie Soffit Panel Ceiling						
291	074120	Hardie Board and Batten Siding						
292		Fiber Cement Siding Column Wraps						
293								
294								
295		Bond	-					
296		Adjustment from WSI estimate to subcontractor	-					
297			0.02					
298			Mc Quality & Precision					
299								
300		Subtotal - Drywall	see Building Turnkey					

total

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City of Zephyrhills Hercules Park

City of Zephyrhills

DIRECT COST WORKSHEET

5/5/2023

LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
343	096000	Flooring						
344								
345			Scaife Enterprises	Twin Flooring Inc	Stewart Concrete Flooring Inc	Bay to Bay	Hot Spray Industrial Coatings	Tile Only
346			Rhonda Brean	Lowell Shaw	Steven Stewart	Jeremiah Mitchell	Lyle Cummings	Smart Finishes LLC
347			352.588.2662	954.825.8120	770.815.2877	423.653.5233	407.658.5700	NAME
348			rbrean@scaifeenterprises.com	twinsflooring@hotmail.com	stewartflooring@scfi558.com	jtmitchell@btbsr.com	lyle@hotsprau.com	407.412.5495
349								contact@smartfinishesllc.com
350		Tile	12,000	12,000	12,000	12,000	12,000	11,143.83
351		Porcelain Tile Cove Base						Yes
352		Porcelain Tile to 4'-0" AFF						Yes
353		Porcelain Tile to 6'-8" AFF						Yes
354		Seamless Epoxy Flooring						
355		Dur-A-Flex Dur-A-Quartz Flooring	6,569.00	6850	10,216.40	15,000	15,080	
356		Sealed Concrete	2,500.00	2800	2,500.00	2,500	Yes	
357								
358		Bond	421	433	494	590	542	223
359		Adjustment from WSI estimate to subcontractor	21,490	22,083	25,211	30,090	27,622	11,367
360			0.02	0.02	0.02	0.02	0.02	0.02
361			Scaife Enterprises	Twin Flooring Inc	Stewart Concrete Flooring Inc	Bay to Bay	Hot Spray Industrial Coatings	Smart Finishes LLC
362								
363		Subtotal - Flooring	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey
364	099000	Painting						
365								
366			Platinum Painting	Paramount Painting Services				
367			NAME	Randall Harris				
368			813.602.6328	813.715.9699				
369			estimate@platinumservicesnow.com	EMAIL				
370	099100	Interior / Exterior Painting	10,958	14,985				
371		Epoxy Paint over Masonry	Yes	Yes				
372		Masonry, Painted on Porcelain Tile Walls (about 24 inches)	Yes	Yes				
373		Masonry, Painted, Full Walls	Yes	Yes				
374		Paint Gypsum ceilings	Yes	Yes				
375		Seal Concrete Floor with Concrete Coatings, Inc (SuperSeal 2000)		Yes				
376		Pressure Wash Exterior		Yes				
377								
378		Bond	219	300				
379		Adjustment from WSI estimate to subcontractor	11,177	15,285				
380			0.02	0.02				
381			Platinum Painting	Paramount Painting Services				
382								
383		Subtotal - Painting	see Building Turnkey	see Building Turnkey				

total

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City of Zephyrhills Hercules Park

City of Zephyrhills

DIRECT COST WORKSHEET

5/5/2023

LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
398	102000	Toilet Partitions & Accessories						
399								
400			Bell Architectural Specialties Inc	Watkins Accessories	Accurate Metal Door Inc	146 Restoration Plus Corp		
401			James Anderson	Gina Watkins	Russel Simonitis	NAME		
402			813.741.9926	813.260.0804	321.383.0578	305.387.5623		
403			estimate@platinumservicesnow.com	estimate@platinumservicesnow.com	accuratedoorinc@aol.com	EMAIL		
404								
405	102500	Toilet Partitions	7,655	7,995	6,235.41	12,135.45		
406		N - Toilet / Urinal Partition						
407	102600	Toilet Accessories	6,180	6,900	5,157.59	10,831.25		
408		A - Electric Hand Dryer	Yes	Yes	Yes	Yes		
409		B - Double Roll Toilet Tissue Dispenser	Yes	Yes	Yes	Yes		
410		C - 36" Handicapped Grab Bar	Yes	Yes	Yes	Yes		
411		D - 42" Long Handicapped Grab Bar	Yes	Yes	Yes	Yes		
412		E - Channel Framed Mirror Unit	Yes	Yes	Yes	Yes		
413		F - Robe Hooks	Yes	Yes	Yes	Yes		
414		H - Wall Hung Barrier-Free Lavatory						
415		I - Soap Dispenser	Yes	Yes	Yes	Yes		
416		K - Feminine Napkin Disposal	Yes	Yes	Yes	Yes		
417		L - Baby Changing Station	Yes	Yes	Yes	Yes		
418								
419		Fire Extinguisher	320	Yes				
420								
421		Furnished and Installed			3,499	Yes		
422		Sales Tax			824			
423								
424		Bond	283	298	314	459		
425		Adjustment from WSI estimate to subcontractor	14,438	15,193	16,030	23,426		
426			0.02	0.02	0.02	0.02		
427			Bell Architectural Specialties Inc	Watkins Accessories	Accurate Metal Door Inc	146 Restoration Plus Corp		
428								
429		Subtotal - Toilet Partitions & Accessories	see Building Turnkey	see Building Turnkey	see Building Turnkey	see Building Turnkey		
444	105000	Identifying Devices						
445								
446			GFL Development Services					
447			Elliot Bock					
448			239.340.9948					
449			elliot@gfltrees.com					
450	105100	Signage	134,985					
451		SS-101 - Alternate Main Entrance Feature	Yes					
452		SS-102 - Alternate Entrance Feature	Yes					
453		SS-103 - Alternate RD 54 Entrance Feature	Yes					
454		SS-104 - Educational Signage: Nature	Yes					
455		SS-105 - Educational Signage: Water	Yes					
456		SS-106 - Educational Signage: Hercules Powder Co	Yes					
457		SS-107 - Educational Signage: Turpentine Harvesting	Yes					
458		SS-108 - Educational Signage: Railroad / Shipping History	Yes					
459		SS-109 - Educational Signage: Harvesting Stumps	Yes					
460		SS-110 - Educational Signage: Packaging the Turpentine	Yes					
461								
462		Bond	2,700					
463		Adjustment from WSI estimate to subcontractor	137,685					
464			0.02					
465			GFL Development Services					
466								
467		Subtotal - Identifying Devices						

total

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City of Zephyrhills Hercules Park

City of Zephyrhills

DIRECT COST WORKSHEET

5/5/2023

LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
482	107000	Fire Extinguishers						
483								
484								
485								
486	107210	Fire Extinguishers						
487	107220	Fire Extinguisher Cabinets						
488								
489								
490		Bond						
491		Adjustment from WSI estimate to subcontractor						
492								
493								
494								
495		Subtotal - Fire Extinguishers	see Building Turnkey					
580	116800	Playground						
581								
582			Rep Services Inc					
583			Scott Brushwood					
584			727.539.8457					
585			scott@repsservices.com					
586			1,117,158					
587		Playground	Yes					
588		Pavilions (see Pre-engineered Metal Pavilions)	-171,190					
589								
590		Bond	18,919					
591		Adjustment from WSI estimate to subcontractor	964,887					
592			0.02					
593			Rep Services Inc					
594								
595		Subtotal - Playground						
596	116840	Splash Pad						
597								
598			Architectural Aquatics and Contractin					
599			Scot Hogle					
600			407.399.0552					
601			sghogle@att.net					
602								
603		Splash Pad	2,032,568					
604		Concrete Lounger with Swivel by Wausau Tile	Yes					
605								
606								
607		Bond	40,651					
608		Adjustment from WSI estimate to subcontractor	2,073,219					
609			0.02					
610			Architectural Aquatics and Contractin					
611								
612		Subtotal - Splash Pad						

total

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 City of Zephyrhills Hercules Park
 City of Zephyrhills
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LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
613	124000	Site Furnishings & Accessories						
614				Wausau Bench Supply Only	INSTALL ONLY, SUPPLY BY OTHERS			
615			GFL Development Services	Bailey-Sigler	Global Playgrounds			
616			Elliot Bock	Gator Connell	Girard Dausch			
617			239.340.9948	386.428.5566	386.938.2016			
618		Site Furnishings	elliott@gfltrees.com	baileysigler@bellsouth.net	gpdisplaygrounds@outlook.com			
619		SF-101 - Picnic Table	63,234		2,800			
620		SF-104 - Bench with Back	20,952		4,050			
621		SF-105 - Bike Rack	6,608		2,750			
622		SF-108 - Trash Receptacles	20,130		2,960			
623		Concrete Lounger with Swivel by Wausau Tile	see Splash Pad	see Splash Pad	see Splash Pad			
624		SF-109 - Flag Poles	6,000		4,650			
625		Water Fountains						
626		SF-110 - Bike Repair Station	45,000					
627								
628		Install	Yes					
629								
630		Sales Tax		-				
631								
632		Bond	3,238	-	344.2			
633		Adjustment from WSI estimate to subcontractor	165,162	-	17,554			
634			0.02	0.02	0.02			
635			GFL Development Services	Bailey-Sigler	Global Playgrounds			
636								
637		Subtotal - Site Furnishings & Accessories						
638	130000	Pre-Engineered Metal Pavilions		Alt Manuf	Alt Manuf	ALTERNATIVE - WOOD		
639			REP Services	Global Playgrounds	ARC / Playspace	GFL Development Services		
640			Scott Brushwood	Girard Dausch	Matt Gagnon	Elliot Bock		
641			407.831.9658	386.938.2016	866.957.2355	239.340.9948		
642			scot@repsservices.com	gpdisplaygrounds@outlook.com	mgagnon@arcflorida.com	elliott@gfltrees.com		
643	131200	Pre-engineered Metal Building						
644		Install			71,140			
645		Material			117,457			
646		SF-103 - 8x16 Shade Structure				155400		
647		Install	30,000.00	13,440.00	Yes			
648		Material	58,209.48	37,725.60	Yes			
649		Electrical access at each cutout	Yes	3,090.00	Yes			
650		SF-102 - 16x24 Shade Structure				117,300		
651		Install	20,000.00	19,200.00	Yes			
652		Material	46,030.68	82,309.80	Yes			
653		Electrical access at each cutout	Yes	2,060.00	Yes			
654		Foundations	20,000.00	20,000.00	Yes			
655		Signed and Sealed Engineering	Yes	Yes	Yes			
656		Sales Tax	Yes	Yes	Yes			
657		Bond	3,484.80	3,556.51	3,771.94	5,454.00		
658		Adjustment from WSI estimate to subcontractor	177,724.96	181,381.91	192,368.89	278,154.00		
659			0.02	0.02	0.02	0.02		
660			REP Services	Global Playgrounds	ARC / Playspace	GFL Development Services		
661								
662		Subtotal - Pre-Engineered Metal Pavilions						

total

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LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
691	220000	Plumbing						
692								
693			Feddon Mechanical					
694			Dave Feddon					
695			727.821.0537					
696			dave@feddon-mechanical.com					
697								
698		Plumbing System	139,965					
699		Near Restroom	Yes					
700		Bike Repair Station	Yes					
701		Pavilion	Yes					
702								
703		ALT ADD						
704		Brass Hose Bib at each unit	2700					
705								
706		Bond	2,853					
707		Adjustment from WSI estimate to subcontractor	145,518					
708			0.02					
709			Feddon Mechanical					
710								
711		Subtotal - Plumbing	see Building Turnkey					
712	230000	HVAC						
713			Feddon Mechanical					
714			Dave Feddon					
715			727.821.0537					
716			dave@feddon-mechanical.com					
717								
718		HVAC System	14995					
719		Exhaust Fans (390 CFM, 135W)	Yes					
720		Miami-Dade Qualified stationary vertical blade louvers	Yes					
721								
722		Bond	300					
723		Adjustment from WSI estimate to subcontractor	15,295					
724			0.02					
725			Feddon Mechanical					
726								
727		Subtotal - HVAC	see Building Turnkey					

total

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City of Zephyrhills Hercules Park

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LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
728	260000	Electrical						
729			Harmonics Electric					
730			Hector Rodriguez					
731			813.767.7722					
732			hrod@harmonicelectric.com					
733		Power	376,500					
734		Proposed Overhead Electric						
735		Secondary Feeders	Yes					
736		Power / Outlets at Pavilions	Yes					
737		Power at Restroom	Yes					
738		Power at Splash Pad	Yes					
739		Proposed Transformer						
740		Monument Sign Backlit Signage	1,000					
741		Water Fountains						
742		Bike Repair Station	1,000					
743		Irrigation Controller	2,500					
744		Lighting						
745		Parking Light Poles	Yes					
746		Parking Light Poles - South Lot Alternate						
747		Lighting at Pavilions	Yes					
748		Lighting at Pathways	Yes					
749								
750		Bond	7,620					
751		Adjustment from WSI estimate to subcontractor	388,620					
752			0.02					
753			Harmonics Electric					
754								
755		Subtotal - Electrical						
756	310000	Site Earthwork, Utilities & Paving						
757			Major League Services	4-Bs Site Prep Inc	Utilities Only			
758			Levi Montoya	Bryan Kustes	West Coast Underground Inc			
759			(813) 451-1084	863.670.2118	Brian Wagner			
760			levi@majorleagueservices.net	bkustes1984@icloud.com	352.796.4418			
761					westcoastundergr@bellsouth.net			
762		MOT	7,000	10,000				
763		SWPPP	Yes	Yes				
764		Soil Erosion	Yes	85,034				
765		Inlet Protection	5,000	Yes				
766	017681	Temp Construction Fence	41,910	Yes	41,910		41,910.00	
767		Temporary Silt Fence	4,401	Yes				
768		Temporary Construction Entrance	4,320	Yes				
769		Mobilization	19,876	16,500	5,000			
770	018220	Project Limit & Boundary Control Surveying	17,500	17,500				
771		Utility & Paving Surveying	60,750	33,986				
772		Clearing and Site Prep / Demolition	114,250	170,525				
773		Remove Tree	Yes	Yes				
774		Manhole	Yes	Yes				
775		Remove Ex. Storm Inlet	Yes	Yes				
776		Remove 30" RCP Storm Pipe	Yes	Yes				
777		Remove EX. Sanitary Sewer Line (Cut & Cap)	Yes	Yes				
778		Milling and Resurfacing Limits	Yes	Yes				
779		Remove Asphalt & Base (Full Rebuild)	Yes	Yes				
780		Remove Concrete Curb	850	850				
781		Remove Existing Sidewalk	2,060	2,060				
782	310000	Earthwork	431,101	350,810				
783		Topsoil Strip (5" thick)	Yes	Yes				
784		Topsoil Export	Yes	Yes				
785		Topsoil Replaced (5" thick)	Yes	Yes				
786		Bank Cut	Yes	Yes				
787		Bank Fill	Yes	Yes				
788		Import	Yes	Yes				
789		Clear & Grub	Yes	Yes				

total

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LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
790		Rough Grade	Yes	Yes				
791		Building Pad Prep	Yes	Yes				
792		Splash Pad Prep	Yes	Yes				
793		Playground Prep	Yes	Yes				
794		Playground Mound Import	20,000	20,000				
795		BMX Area Prep	Yes	Yes				
796		BMX Import	10,000	10,000				
797		BMX Berms	Yes	Yes				
798	321216	Pavement	132,000	507,225				
799		Speed Hump	Yes	Yes				
800		Ribben Curbs	53,928	Yes				
801		Type D Curb & Gutter	Yes	Yes				
802		Type F Curb & Gutter	Yes	Yes				
803		Standard Duty Asphaltic Concrete	Yes	Yes				
804		Concrete Sidewalk (4" thick)	see Concrete	(200,000)				
805		Bike Trail	see Natural Trailbuilding	see Natural Trailbuilding				
806		Bike Playground	see Natural Trailbuilding	see Natural Trailbuilding				
807		Crushed Shell Trail	21,755	Yes				
808		Sawcut	Yes	Yes				
809		Curb Repair Strip (1" wide max)	Yes	Yes				
810		Striping	5,000	3,315				
811		Stalls	Yes	2,385				
812		Handicap Spot Symbol	Yes	300				
813		Handicap Sign	Yes	1,500				
814	330000	Utilities	370,000	Yes				
815		Storm	Yes	268,012	243,647			
816		Remove and replace 30" RCP	Yes	Yes				
817		Storm Pipe - 18" RCP	Yes	Yes				
818		Storm Pipe - 12" ADS	Yes	Yes				
819		Storm Pipe - 10" ADS	Yes	Yes				
820		Storm Pipe - 6" ADS	Yes	Yes				
821		6" Perforated ADS Pipe	Yes	Yes				
822		4" Perforated ADS Pipe	Yes	Yes				
823		Type V Inlet	Yes	Yes				
824		2' x 2' Yard Drain	Yes	Yes				
825		15" Nyoplast Drain Basin - 10'	Yes	Yes				
826		12" Nyoplast Drain Basin - 7'	Yes	Yes				
827		12" Nyoplast Drain Basin - 5'	Yes	Yes				
828		12"x10" Inline Drain Basin	Yes	Yes				
829		12"x6" Inline Drain Basin	Yes	Yes				
830		6" PVC ADS Cleanout Assembly	Yes	Yes				
831		6" Headwall	Yes	Yes				
832		6"x4" PVC ADS Tee	Yes	Yes				
833		4"x4" PVC ADS Tee	Yes	Yes				
834		Water	Yes	57,499	52,272			
835		8"x4" TSV	Yes	Yes				
836		4" Tap - Tie-in Water Main	Yes	Yes				
837		4" DR18 PVC Water Main Pipe	Yes	Yes				
838		2" Poly Pipe	Yes	Yes				
839		1" Poly Pipe	Yes	Yes				
840		4" 45 degree Bend	Yes	Yes				
841		4" 90 degree Bend	Yes	Yes				
842		4" CAP	Yes	Yes				
843		4" Back Flow Preventer	Yes	Yes				
844		4" Gate Valve	Yes	Yes				
845		4" Tap Tee	Yes	Yes				
846		2" Gate Valve	Yes	Yes				
847		Compression Fittings	Yes	Yes				
848		2" Meterbox assembly	Yes	Yes				
849		2" RPZ	Yes	Yes				
850		4" x 1" Tee	Yes	Yes				
851		Chlorine Injection Point	Yes	Yes				

total

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LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
852		Testing	Yes	Yes				
853		Blowoff Assembly	Yes	Yes				
854		Sanitary	Yes	71,477	64,952			
855		Locate / Tie-in Existing	Yes	Yes				
856		8" SDR26 PVC Pipe	Yes	Yes				
857		6" SDR26 PVC Pipe	Yes	Yes				
858		SMH Sanitary Manholes w/IET Liner	Yes	Yes				
859		6" Cleanout assembly	Yes	Yes				
860		Utility Permit	Yes	Yes				
861		Testing	Yes	Yes				
862		Dewater / Rock	Yes	Yes				
863								
864		Bond	26,434.02	28,579.57	8,155.62			
865		Adjustment from WSI estimate to subcontractor	1,348,135.02	1,457,558.04	415,936.62			
866			0.02	0.02	0.02			
867								
868			Major League Services	4-Bs Site Prep Inc	West Coast Underground Inc			
869					Utilities Only			
870		Subtotal - Site Earthwork, Utilities & Paving						
871	329111	Natural Trailbuilding						
872								
873			Natural Trailbuilding					
874			Mike Cole					
875			352.232.2840					
876			naturewithmike@gmail.com					
877		Bike Park Design and Build						
878		Bike Playground - 8500 SF	Yes					
879		Beginner Bike Playground - 5500 SF	Yes					
880		Single Track Trail - 1600 FT	Yes					
881		Soil Stabilizer for all areas						
882								
883								
884								
885		Bond						
886		Adjustment from WSI estimate to subcontractor	110,000.00	TOTAL NOT TO EXCEED				
887			0.02					
888			Natural Trailbuilding					
889								
890								

Total

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DIRECT COST WORKSHEET

LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
891	323113	Fencing				ALT --- CHAIN LINK	ALT --- 2 Rail PVC Vinyl	
892			Peter Built Fence, LLC	West Florida Fence	GFL Development Services	Smith Fence	Cardinal Fence	
893			Rusty Buchkovich	Matt Hendrix	Elliot Bock	Ryan Swisher	Bradley Hankin	
894			352.804.1277	813.507.0640	239.340.9948	727.600.0080	727.655.9757	
895			pbfence@gmail.com	matt@westfloridafence.com	elliott@gfltrees.com	rswisher@smithfence.com	bhankin@cardinalfence.com	
896								
897			1000 LF	930 LF	1015 LF			
898		Two-Rail Split Rail Fence	14,290.00	26,170.20	30,450.00			
899		Qty Adjustment	214.35	incl abv	incl abv			
900		Concrete for Posts	5,000.00	Yes	Yes		Yes	
901		Layout	2,500.00	2,500.00	Yes	2,500.00	2,500.00	
902								
903		ALT:						
904		6FT Chain Link				15,682.50		
905		6 x 24 Double Swing Gate				1,100.00		
906		Wheels				200.00		
907								
908		ALT:						
909		White 2 Rail PVC Vinyl Farm Rail Fence					43,822.00	
910								
911		Fuel Surcharge				125.00		
912		Sales Tax				1,076.45		
913								
914								
915		Bond	440.09	573.40	609.00	413.68	926.44	
916		Adjustment from WSI estimate to subcontractor	22,444.44	29,243.60	31,059.00	21,097.63	47,248.44	
917			0.02	0.02	0.02	0.02	0.02	
918			Peter Built Fence, LLC	West Florida Fence	GFL Development Services	Smith Fence	Cardinal Fence	
919								
920		Subtotal - Fencing						
921	329300	Landscaping & Irrigation						
922			Sunrise Landscape	Smith Landscape Services	ELT Landscape, LLC	Raulerson and Son, Inc	National Sprinklers and Landscaping, Inc	GFL Development Services
923			Chris Griesnebeck	Ashley Gunter	Mark Lynch	Ana Raulerson	Ken Bourlon	Elliot Bock
924			813.985.9381	727.440.6565	844.473.3690	813.988.3698	727.725.2410	239.340.9948
925			cgrisenbeck@sunriselandscape.com	agunter@smithlandscapeservices.com	mark@eltlandscape.com	rsestimating1@aol.com	ken@natlspks.com	elliott@gfltrees.com
926								
927		Maintenance during Construction						
928		Maintenance post-construction (1 year)						
929		Tree Protection						
930		Landscaping	128,616.19	134,379.00	154,138.00	178,766.37	283,950.00	308,606.00
931								
932		Trees						
933		Christmas Palm						
934		Buttonwood						
935		Southern Live Oak						
936		Cabbage Palmetto						
937		Bald Cypress						
938		Pink Trumpet Tree						
939		Shrubs						
940		Japanese Laurel						
941		Variegated Shell Ginger						
942		Wilkes' Copperleaf						
943		Autograph Tree						
944		Red Sister Ti Plant						
945		Red Tip Coco Plum						
946		Sago Palm						
947		Silver Buttonwood						
948		Southern Shield Fern						
949		Anise Tree						
950		Split-Leaf Philodendron						
951		Bahama Wild Coffee						
952		Saw Palmetto						

total

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LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
953		Selloum Philodendron						
954		Zanadu Philodendron						
955		Walter's Viburnum						
956		Coontie						
957		Shrub Areas						
958		Sword Fern						
959		Dwarf Fakahatchee Grass						
960		Ground Covers						
961		Bermudagrass	13,734.78	15,000.00	Yes	Yes	Yes	Yes
962		Lilyturf						
963		Asiatic Jasmine						
964		Boat Lily						
965		Common Periwinkle						
966		Bahia Sod Allowance	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
967	328400	Irrigation	43,500.53	58,910.00	49,527.00	55,221.12	Yes	88,220.20
968		System						
969		Mainline: PVC Class 200 SDR 21						
970		Lateral Line: PVC Class 200 SDR 21						
971		Dripline						
972		Rain Bird FS-100-B						
973		Rain Bird PESB-PRS-D 1"						
974		FEBCO 825Y 1"						
975		Water Meter 2"						
976								
977		Sleeve Under Roadways and Sidewalks - PVC Schedule 40						
978		Water Source						
979								
980		ADD ALT:	30,000.00	30,000.00	30,000.00	49,317.35	30,000.00	30,000.00
981		Landscaping Maintenance during Construction						
982		Landscaping Maintenance post-construction (1 year)						
983		Irrigation Maintenance post-construction (1 year)						
984		Final Grade with Hand Tools						
985		Limestone Cap Rock 4" Width x 2.5' Deep						
986		Tree Protection						
987								
988		Bond	5,317.03	7,207.23	8,509.95	9,999.15	10,918.50	14,304.79
989		Adjustment from WSI estimate to subcontractor	271,168.53	295,496.23	292,174.95	343,303.99	374,868.50	491,130.99
990			0.02	0.03	0.03	0.03	0.03	0.03
991			Sunrise Landscape	Smith Landscape Services	ELT Landscape, LLC	Raulerson and Son, Inc	National Sprinklers and Landscaping, Inc	GFL Development Services
992								
993		Subtotal - Landscaping & Irrigation						
994		TOTAL DIRECT COST						

BUILDING TURNKEY BREAKDOWN												
Description	QTY	UNIT	Unit Price	TOTALS	Subcontractor 1	Subcontractor 2	Subcontractor 3					
					Hybrid Construction LLC	Ryman Construction of Florida	MC Quality and Precision, LLC					
					Amount	Amount	Amount					
					488,678.00	489,000.00		Hooper	Acclaim	Major		
<u>Concrete</u>	1	LS	\$ 80,000.00	\$ 80,000.00	Yes	Yes	23,897.58	23,897.58	TBD	99,144.00		
Footings												
Slab												
<u>CMU</u>	1	LS	\$ 75,000.00	\$ 75,000.00	Yes	Yes	43,465.26	43,465.26	52,221.00	incl abv		
Cell fill foam	1	LS	\$ 2,500.00	\$ 2,500.00	2,277.00	2,277.00	2,277.00	Tailored	Southern			
<u>Carpentry / Framing</u>								2,277.00	2,350.00			
Truss Installation					Yes	Yes	25,163.00					
Decking					Yes	Yes	4,400.00					
Crane												
Rough Carpentry					Yes	Yes	2,695.80					
Fascia												
Doors					Yes	Yes	35,061.54	IDS	Pinnacle			
Frames								35,061.54	35,648.73			
Bitumen coating					690.00	690.00	incl abv	incl abv	incl abv			
Hardware												
Louvers	1	LS	\$ 2,500.00	\$ 2,500.00	2500	2500	incl abv	incl abv	incl abv			
<u>Roofing</u>	1	LS	\$ 70,000.00	\$ 70,000.00	Yes	Yes	44,400.00	ANCI	Quality			
Metal Roof								44,400.00	48,960.00			
Gutters												
<u>Drywall</u>					Yes	Yes						
Drywall sheathing							1,080.00					
Tape & Finish							2,000.00					
Framing hat channel							2,412.00					
Drywall Ceiling					Yes	Yes	Yes					
Insulation							1,571.26					
<u>Siding / Exterior</u>												
Soffit					Yes	Yes	3,250.00					
Hardie Board Siding + Trim					Yes	Yes	12,500.00					
<u>Paint</u>	1	LS	\$ 40,000.00	\$ 40,000.00	Yes	Yes	11,177.26	Platinum	Paramount			
Interior								11,177.26	15,284.70			
Exterior												
<u>Finishes</u>					Yes	Yes	21,490.38	Scaife	Twin	Stewart		
Waterproofing								21,490.38	22,083.00	25,210.73		
Sealed concrete floor												
Tile wall install												
Epoxy Floors												
<u>Toilet Partitions / Bath Accessories</u>	1	LS	\$ 20,000.00	\$ 20,000.00	Yes	Yes	14,438.10	Bell	Watkins	Accurate		
Toilet Partitions								14,438.10	15,192.90	16,029.85		
Bath Accessories												
Grab Bars												
Shelving												
<u>Mechanical</u>	1	LS	\$ 12,000.00	\$ 12,000.00	Yes	Yes	15,294.90	Feddon				
								15,294.90				

BUILDING TURNKEY BREAKDOWN							
Description	QTY	UNIT	Unit Price	TOTALS	Subcontractor 1	Subcontractor 2	Subcontractor 3
					Hybrid Construction LLC	Ryman Construction of Florida, Inc.	MC Quality and Precision, LLC
					Amount	Amount	Amount
Exhaust Fans							
Ducting							
Wall Louvers / Vents							
Electrical	1	LS	\$ 80,000.00	\$ 80,000.00	(77,000.00)	(72,000.00)	see Electrical
Panel A							
Meter Can							
Disconenct							
Light Package							
Electrical within Building Footprint (SFT Around)							
Electrical outside of Building Footprint							
Plumbing	1	LS	\$ 120,000.00	\$ 120,000.00	Yes	Yes	145,518.30
Run water lines runground							
Copper Water Lines or Fittings					CPVC		
Chase walls							
Sales Tax							2,765.96
Permiting Fees					Yes	Yes	No
General Conditions					Yes	Yes	Yes
Overhead / Profit					Yes	Yes	2,443.26
Bond	502,000	\$	0.02	\$ 10,040.00	8,342.90	7,343.50	8,346.03
Adjustment from WSI estimate to subcontractor		LS	\$ 0.02	\$ -	425,487.90	429,810.50	425,647.64
					0.02	0.02	0.02
					Hybrid Construction LLC	Ryman Construction of Florida, Inc.	MC Quality and Precision, LLC

Feddon
145,518.30



City of Zephyrhills Hercules Park
City of Zephyrhills

Construction Staffing

Note: input construction start month in the highlighted cell C11. For each position, enter the number of hours per wk/40 through Final Completion. For example, 32 hrs/wk = .8. The 5. GC tab will use this % to calculate hours/mo.

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
STAFF POSITION		23	23	23	23	23	23	23	24	24	24	24	24	24	24	24	24	24	24	24	25	25	25	25	25	Total Mo.	Chk
1	Project Executive	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00 mo	OK
2	Sr. Project Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
3	Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-	-	-	-	-	-	-	-	-	-	-	11.00 mo	OK
4	Assistant Project Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
5	General Superintendent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
6	Sr. Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-	-	-	-	-	-	-	-	-	-	-	11.00 mo	OK
7	Superintendent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
8	Assistant Superintendent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
9	Project Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-	-	-	-	-	-	-	-	-	-	-	11.00 mo	OK
10	Field Engineer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
11	Sr. Project Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-	-	-	-	-	-	-	-	-	-	-	11.00 mo	OK
12	Project Assistant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
13	Project Accountant	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	-	-	-	-	-	-	-	-	-	-	-	-	-	2.20 mo	OK
14	Safety Engineer	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00 mo	OK
15	Scheduler	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00 mo	OK
16	BIM Department	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
17	Quality Control	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
18	Estimator (during construction)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
19	Clerical	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	OK
TOTAL STAFF		4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.2 mo	OK

91-22-037
City of Zephyrhills Hercules Park
City of Zephyrhills
GENERAL CONDITIONS

BURDEN RATE: 43%
BASE LABOR RATE: \$32.00



5/5/2023

LINE ITEM		DESCRIPTION	QTY	UNIT	MH/ UNIT	BILLABLE RATE	U/P	TOTAL MH	LABOR AMOUNT	EQUIP HR/UNIT	EQUIP HOURS	EQUIP RATE	EQUIP AMOUNT	MAT'L U/P INCL. TAXES	MAT'L AMOUNT	SUBS U/P	SUBS AMOUNT	UNIT PRICE	TOTALS	COMMENTS
2																				
3		For Preconstruction staffing see Precon tab for separate worksheet.																		
4																				
5		Project Management Team																		\$550,866
6	1	Project Executive	1.00	mo	173.20	97.20	16,834.54	173	16,835		0		0		0	0.00	0	16,834.54	16,835	
7	2	Sr. Project Manager	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
8	3	Project Manager	11.00	mo	173.20	67.75	11,734.89	1,905	129,084		0		0		0	0.00	0	11,734.89	129,084	
9	4	Assistant Project Manager	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
10	5	General Superintendent	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
11	6	Sr. Superintendent	11.00	mo	173.20	84.01	14,550.97	1,905	160,061		0		0		0	0.00	0	14,550.97	160,061	
12	7	Superintendent	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
13	8	Assistant Superintendent	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
14	9	Project Engineer	11.00	mo	173.20	60.09	10,407.35	1,905	114,481		0		0		0	0.00	0	10,407.35	114,481	
15	10	Field Engineer	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
16	11	Sr. Project Assistant	11.00	mo	173.20	41.36	7,162.79	1,905	78,791		0		0		0	0.00	0	7,162.79	78,791	
17	12	Project Assistant	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
18	13	Project Accountant	2.20	mo	173.20	52.91	9,164.01	381	20,161		0		0		0	0.00	0	9,164.01	20,161	
19	14	Safety Engineer	1.00	mo	173.20	87.23	15,108.24	173	15,108		0		0		0	0.00	0	15,108.24	15,108	
20	15	Scheduler	1.00	mo	173.20	94.38	16,346.62	173	16,347		0		0		0	0.00	0	16,346.62	16,347	
21	16	BIM Department	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
22	17	Quality Control	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
23	18	Estimator (during construction)	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
24	19	Clerical	0.00	mo	173.20		0.00	0	0		0		0		0	0.00	0		0	
25		Staffing Check	OK																	
26		Total Months of Staff	49.20	mo																
27		Project Staffing Support Costs																		\$35,600
28		Vehicles	23	mo	0.00	0.00	0.00	0	0		0		0	900.00	20,700	0.00	0	900.00	20,700	
29		Fuel	23	mo	0.00	0.00	0.00	0	0		0		0	500.00	11,500	0.00	0	500.00	11,500	
30		Phones	34	mo	0.00	40.00	0.00	0	0		0		0	100.00	3,400	0.00	0	100.00	3,400	
31		Computers for Staff	0	mo	0.00	40.00	0.00	0	0		0		0	100.00	0	0.00	0		0	
32		Travel expense	0	wk	0.00	0.00	0.00	0	0		0		0	300.00	0	0.00	0		0	
33		Lodging & meals	0	wk	0.00	0.00	0.00	0	0		0		0	500.00	0	0.00	0		0	
34																				
35																				
36		TOTAL GENERAL CONDITIONS						8,521	550,866		0		0		35,600		0		586,466	

91-22-037
City of Zephyrhills Hercules Park
City of Zephyrhills
GENERAL REQUIREMENTS

334 dy
48 wk
11 mo

5/5/2023

LINE ITEM	DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	U/P	TOTAL MH	LABOR AMOUNT	HR/UNIT	EH	RATE	EQUIP AMOUNT	MAT'L INCL TAX U/P	MAT'L AMOUNT	U/P	SUBS AMOUNT	UNIT PRICE	TOTALS	COMMENTS
3																			
4																			
5	Project Documentation																		\$4,600
6	Project signs	1	ea		32.00	0.00	0	0		0		0	1,500.00	1,500		0	1,500.00	1,500	
7	Informational signage	1	ls		32.00	0.00	0	0		0		0	1,500.00	1,500		0	1,500.00	1,500	
8	Preconstruction audio-visual documentation		ls		32.00	0.00	0	0		0		0		0	500.00	0		0	
9	Photographs (Monthly - progress)	11	mo		32.00	0.00	0	0		0		0	100.00	1,100		0	100.00	1,100	
10	Photographs (Final project - professional)		ls		32.00	0.00	0	0		0		0	1,500.00	0		0		0	
11	Independent CPM scheduling services		mo		32.00	0.00	0	0		0		0		0	250.00	0		0	
12	Independent testing services	0	ls		32.00	0.00	0	0		0		0	20,000.00	0	0.30	0		0	see Directs
13	Design services (CADD)		ls		32.00	0.00	0	0		0		0		0		0		0	
14	Plan & specification reproduction cost	1	ls		32.00	0.00	0	0		0		0	500.00	500		0	500.00	500	
15	Surveyor services	0	days		32.00	0.00	0	0		0		0		0	1,500.00	0		0	see Directs
16	Ground Penetrating Radar		days		32.00	0.00	0	0		0		0		0	2,500.00	0		0	
17																			\$47,308
18	Trailer Facilities																		
19	Field office - W/S - rent (see comments for rates) state size	11	mo		32.00	0.00	0	0		0		0	1,500.00	16,500		0	1,500.00	16,500	single-wide trailer
20	Field office - set up & remove	1	ea	0.00	32.00	0.00	0	0		0		0		0	6,500.00	6,500	6,500.00	6,500	
21	Field office supplies	11	mo		32.00	0.00	0	0		0		0	200.00	2,200		0	200.00	2,200	
22	Production planning start-up kits	1	ea	16.00	32.00	512.00	16	512		0		0	1,000.00	1,000		0	1,512.00	1,512	
23	Field Office Cleaning		mo		32.00	0.00	0	0		0		0	200.00	0		0		0	
24	Mail & Courier costs	11	mo		32.00	0.00	0	0		0		0	50.00	550		0	50.00	550	
25	Internet - install & remove temp system - W/S	1	ls		32.00	0.00	0	0		0		0		0	1,000.00	1,000	1,000.00	1,000	
26	Internet - monthly charges - W/S	11	mo		32.00	0.00	0	0		0		0	200.00	2,200		0	200.00	2,200	
27	Field office furnishings & equipment - purchase	1	ls		32.00	0.00	0	0		0		0	1,000.00	1,000		0	1,000.00	1,000	
28	Field office furnishings - rental		mo		32.00	0.00	0	0		0		0	250.00	0		0		0	
29	Copier/Printer/Scanner for trailer - includes maintenance	11	mo		32.00	0.00	0	0		0		0	400.00	4,400		0	400.00	4,400	
30	Temporary sewage holding tanks	11	mo		32.00	0.00	0	0		0		0	990.59	10,896		0	990.59	10,896	
31	Tie into Sanitary line if available		ls		32.00	0.00	0	0		0		0	1,500.00	0		0		0	
32	Storage & tool trailers		mo		32.00	0.00	0	0		0		0	80.00	0		0		0	
33	Storage & tool trailers - set up & remove		ea	0.00	32.00	0.00	0	0		0		0	400.00	0	400.00	0		0	
34	Bottled water for the management personnel	11	mo		32.00	0.00	0	0		0		0	50.00	550		0	50.00	550	
35	Generators - 10,000 watts - to run trailers if power is not available		ea		32.00	0.00	0	0		0		0	2,500.00	0		0		0	
36	Generators - fuel (216 hr/mo x 2gal/hr)		gal		32.00	0.00	0	0		0		0	2.80	0		0		0	
37																			
38	Owner/Architects Office - check specification if required																		
39	Field office - Architect - rent		mo		32.00	0.00	0	0		0		0	700.00	0		0		0	
40	Office equipment for Architect		ls		32.00	0.00	0	0		0		0		0		0		0	
41	Telephone - install & remove temp system - Architect		ls		32.00	0.00	0	0		0		0		0	1,000.00	0		0	
42	Telephone - monthly charges - Architect		mo		32.00	0.00	0	0		0		0	100.00	0		0		0	
43	Janitorial - Architect's field office		wk		32.00	0.00	0	0		0		0	5.00	0		0		0	
44																			
45	Temporary Facilities for Construction																		\$24,155
46	Water - install & remove temporary system	1	ls		32.00	0.00	0	0		0		0	1,500.00	1,500		0	1,500.00	1,500	
47	Water - temporary meter installation if required		ls		32.00	0.00	0	0		0		0	1,500.00	0		0		0	
48	Water for construction	11	mo		32.00	0.00	0	0		0		0	50.00	550		0	50.00	550	
49	Electric - install/remove temp system	1	ls		32.00	0.00	0	0		0		0	2,500.00	2,500		0	2,500.00	2,500	
50	Electric - temporary meter installation if required		ls		32.00	0.00	0	0		0		0	1,000.00	0		0		0	
51	Electric - monthly charges	11	mo		32.00	0.00	0	0		0		0	250.00	2,750		0	250.00	2,750	
52	Temporary lighting		mo		32.00	0.00	0	0		80.00		0	80.00	0		0		0	
53	Temporary toilets (1 / 40 tradesmen)	11	mo		32.00	0.00	0	0		0		0	1,532.29	16,855		0	1,532.29	16,855	(3) std toilets & (2) handwash station
54	Temporary parking for tradesmen		sf		32.00	0.00	0	0		0		0		0	1.50	0		0	
55	Temporary roadway		sf		32.00	0.00	0	0		0		0		0	1.50	0		0	
56	Temporary roadway - maintain		mo		32.00	0.00	0	0		0		0		0		0		0	
57	Dust Control (water truck)		mo		32.00	0.00	0	0		0		0		0		0		0	
58																			
59	Construction Equipment & Tools																		\$2,750
60	Small tools & supplies	11	mo		32.00	0.00	0	0		0		0	250.00	2,750		0	250.00	2,750	
61	Crane, forklift, air compressor, welding rental		mo		32.00	0.00	0	0		0		0		0		0		0	
62	Operators for Crane, forklift, air compressor, welding rental		hours		32.00	0.00	0	0		0		0		0		0		0	
63	Man & Material Hoist		mo		32.00	0.00	0	0		0		0		0	16,500.00	0		0	
64	Delivery, set up, foundation, take down, remove Hoist		ls		32.00	0.00	0	0		0		0		0	12,000.00	0		0	
65	Man & Material Hoist Operator		mo		32.00	0.00	0	0		0		0		0		0		0	
66	Elevator Operator		mo		32.00	0.00	0	0		0		0		0		0		0	
67	Trash Chute		mo		32.00	0.00	0	0		0		0		0		0		0	
68	Forklift		mo		32.00	0.00	0	0		0		0		0	3,200.00	0		0	
69	Forklift fuel		mo		32.00	0.00	0	0		0		0		0	100.00	0		0	
70	Forklift operator		mo	173.00	32.00	5,536.00	0	0		0		0		0		0		0	
71	Employee transportation (bus)		mo		32.00	0.00	0	0		0		0		0		0		0	
72	Site Vehicle - Pick Up/Gators - state if required		mo		32.00	0.00	0	0		0		0		0	850.00	0		0	
73	Fuel, oil & grease		mo		32.00	0.00	0	0		0		0		0	200.00	0		0	
74	Equipment maintenance		ls		32.00	0.00	0	0		0		0		0		0		0	
75	Temporary cooling equipment		mo		32.00	0.00	0	0		0		0		0		0		0	
76	Temporary heating equipment		mo		32.00	0.00	0	0		0		0		0		0		0	
77	Dust partitions		sf		32.00	0.00	0	0		0		0		0		0		0	
78	Temporary weather protection		sf		32.00	0.00	0	0		0		0		0		0		0	
79	Access roads around site - if required		sf		32.00	0.00	0	0		0		0		0	1.50	0		0	
80	Crane pads/paths		sf		32.00	0.00	0	0		0		0		0	1.50	0		0	
81																			
82	Safety & Security																		\$41,306
83	Construction Fencing	0	ft		32.00	0.00	0	0		0		0		0	7.50	0		0	see Directs

91-22-037
City of Zephyrhills Hercules Park
City of Zephyrhills
GENERAL REQUIREMENTS

334 dy
48 wk
11 mo

5/5/2023

LINE	DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	U/P	TOTAL MH	LABOR AMOUNT	HR/UNIT	EH	RATE	EQUIP AMOUNT	MAT'L INCL TAX U/P	MAT'L AMOUNT	U/P	SUBS AMOUNT	UNIT PRICE	TOTALS	COMMENTS
84	Gates	0	ea		32.00	0.00	0	0		0		0		0	350.00	0		0	see Directs
85	Construction Fencing - windscreen if required by specification	0	ft		32.00	0.00	0	0		0		0		0	3.29	0		0	see Directs
86	Safety meetings		mo		32.00	0.00	0	0		0		0		0		0		0	
87	Safety devices & trench barricades		wk		32.00	0.00	0	0		0		0		0		0		0	
88	Security Guard		hours		32.00	0.00	0	0		0		0		0	16.00	0		0	
89	Preventative medicine		ls		32.00	0.00	0	0		0		0		0		0		0	
90	Safety award pay		ls		32.00	0.00	0	0		0		0		0		0		0	
91	Clean-up throughout duration of project	48	wk	16.00	32.00	512.00	768	24,576		0		0	10.00	480			522.00	25,056	
92	Clean-up at end of project - Final Cleaning	0	sf		32.00	0.00	0	0		0		0		0	0.35	0		0	see Directs
93	Dumpsters: (dumpsters only, cleanup labor calculated above)																	0	Adjust dumpsters per month based on size of project
94	Dumpsters during sitework	5	pulls		32.00	32.00	0	0		0		0	700.00	3,500		0	700.00	3,500	1.0 per mo
95	Dumpsters during structure	4	pulls		32.00	64.00	0	0		0		0	700.00	2,800		0	700.00	2,800	2.0 per mo
96	Dumpsters during enclosure	6	pulls		32.00	96.00	0	0		0		0	700.00	4,200		0	700.00	4,200	3.0 per mo
97	Dumpsters during finishes	6	pulls		32.00	192.00	0	0		0		0	700.00	4,200		0	700.00	4,200	6.0 per mo
98	Dumpsters during punch out	2	pulls		32.00	64.00	0	0		0		0	700.00	1,400		0	700.00	1,400	2.0 per mo
99	Barricades		ft		32.00	0.00	0	0		0		0	10.00	0		0		0	
100	Temporary handrail/guardrail		ft	0.10	32.00	3.20	0	0		0		0	5.00	0		0		0	
101	Temporary roof opening protection		ea	2.00	32.00	64.00	0	0		0		0	250.00	0		0		0	
102	Temporary Ladders & Stairs		ea		32.00	0.00	0	0		0		0		0		0		0	
103	Stair towers - if required		mo		32.00	0.00	0	0		0		0		0		0		0	
104	Fire Extinguishers (1 / 3,000 sf)	2	ea		32.00	0.00	0	0		0		0	75.00	150		0	75.00	150	
105	Existing surfaces protection		sf		32.00	0.00	0	0		0		0		0		0		0	
106																			
107	Project Start Up																		\$3,000
108	Start up electric consumption charges		sf		32.00	0.00	0	0		0		0	0.25	0		0		0	
109	Additional labor for 24/7 start-up		ls		32.00	0.00	0	0		0		0		0		0		0	
110	As-built drawings	1	ls		32.00	0.00	0	0		0		0	500.00	500		0	500.00	500	
111	Operation & maintenance manuals	1	ls		32.00	0.00	0	0		0		0	500.00	500		0	500.00	500	
112	Final site survey	1	ea		32.00	0.00	0	0		0		0		0	2,000.00	2,000	2,000.00	2,000	
113																			
114	TOTAL GENERAL REQUIREMENTS						784	25,088		0		0		88,532		9,500		\$123,120	



Section 4

Milestone Summary – GMP Acceptance and Anticipated Substantial Completion



City of Zephyrhills Hercules Park
Guaranteed Maximum Price

Section 4

Milestone Summary – GMP Acceptance and Anticipated Substantial Completion

Acceptance of GMP	June 1, 2023
Notice to Proceed	June 2, 2023
Substantial Completion	April 1, 2024
Final Competition	April 29, 2024



Section 5

Preliminary Project Schedule



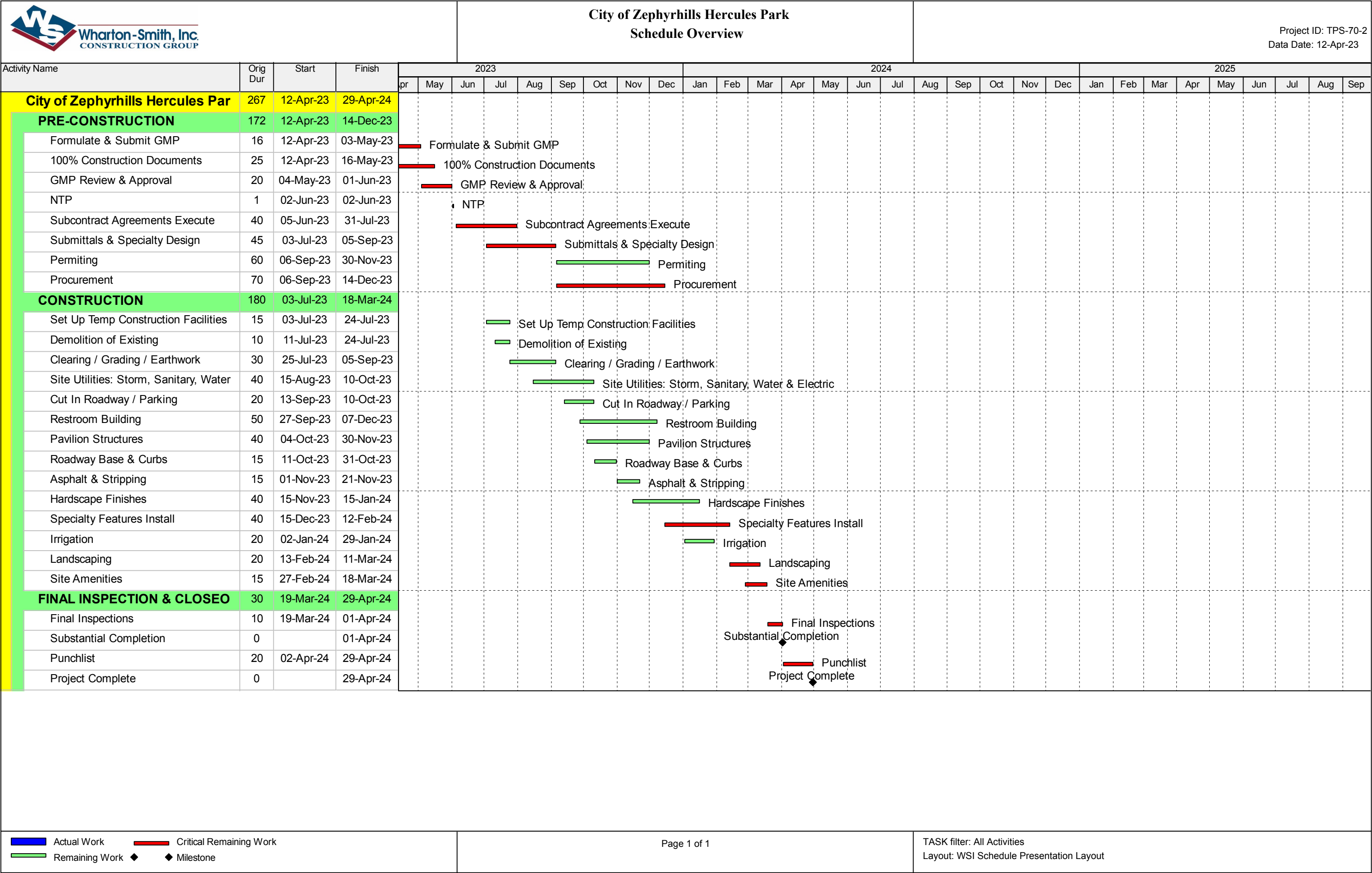


EXHIBIT
4

Maggard, Matthew E.

From: Gail Hamilton <GHamilton@ci.zephyrhills.fl.us>
Sent: Thursday, July 6, 2023 10:39 AM
To: Maggard, Matthew E.; Matthew E. Maggard
Cc: Shane LeBlanc; William Poe
Subject: Fw: City of Zephyrhills - Hercules Park - GMP Approval Process
Attachments: Owner Agreement - Hercules Park Precon - Executed.pdf; 03.1 GMP Summary 2023.06.29_VE below the line.pdf; Tentative Splash Pad Design and Mobilization Schedule.xls

CAUTION: External Email

Hey Matt
Owner's agreement and GMP summary attached.....

Gail K Hamilton
Director
Zephyrhills Community Redevelopment Agency
5335 8th Street
Zephyrhills, Florida 33542
813.780.0202
ghamilton@ci.zephyrhills.fl.us

From: Johnny Santos <jsantos@whartonsmith.com>
Sent: Thursday, July 6, 2023 9:40 AM
To: Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>
Cc: Jeff Horton <jhorton@whartonsmith.com>; Juanmiguel Gorut <jgorut@whartonsmith.com>; Gail Hamilton <GHamilton@ci.zephyrhills.fl.us>
Subject: FW: City of Zephyrhills - Hercules Park - GMP Approval Process

EXTERNAL EMAIL

Shane,

Thank you for speaking with me this morning. The attached and previous email outline our discussion and our team suggestions for moving forward with Hercules Park. The VE options that were accepted during the recent committee meeting were....

- Splash Pad – GFRC Improvements - <-\$388,917>
- Splash Pad – Laminar Flow Nozzle Sump Replacements at Ground Effects - <-\$57,424>
- Splash Pad – Laminar Flow Nozzle Replacements at Barrels - <-\$69,745>
- Entrance Sign/Monument Sign - <-\$101,649> (\$25K was left in the GMP as an allowance for a potential future sign)
- Precast Modular Restroom Building – This VE Option was not accepted, leaving the original building design in the project.
- Omit SD Type Tree Lighting - <-\$57,516> (It was suggested to leave some funds in the GMP to run the piping for the lights only. Leaving \$20K in the GMP as an allowance would make this a <-\$37,516> VE approved option.
- Nature Trail building concept <-\$123,571>

Total amount of VE suggested to be moved to Owner Contingency is - **\$778,822.**

Please let me know if any additional information is needed for your review.

Thank you,
Johnny

Johnny Santos | Director of Operations | Commercial Division
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

4912 W. La Salle Street, Tampa, Fl. 33607
Office: (813) 288-0068 x4346 | Cell: 813.508.2649

From: Johnny Santos
Sent: Thursday, June 29, 2023 12:38 PM
To: Gail Hamilton <GHamilton@ci.zephyrhills.fl.us>
Cc: Juanmiguel Gorut <jgorut@whartonsmith.com>; Jeff Horton <jhorton@whartonsmith.com>; Kathy Crow <kcrow@whartonsmith.com>
Subject: FW: City of Zephyrhills - Hercules Park - GMP Approval Process

Hi Gail,

I'm sending this email to provide the team with an outline of our suggestions for moving forward with the approval of the GMP for Hercules Park.

VE Option Approvals

- During the recent committee meeting, the GMP for the Hercules Park project was presented and approved with the acceptance of VE options as part of the approval process. Our suggestion is to keep the GMP as submitted and move the accepted VE options to the "Owner Contingency" line to keep the overall GMP amount at \$8,101,158.00. Allowing for the VE to be moved to the Owner Contingency line will permit for the funds to remain in the project for any potential future needs and will be returned to you (The Owner) at the end of the project if not used. (GMP/VE Log Attached)

Design/Early Procurement Completion

- The executed agreement (attached) for the Hercules Park project was signed and completed on July 11, 2022. Our Wharton-Smith (WSI) team request for either a PO or an Amendment to the contract be issued to WSI for the acceptance of the GMP. The completion of a PO or Amendment will allow our team to move forward with the splash pad design, the completion of the permit documents and subsequent release for the early procurement of long lead items.
- For the design/early procurement process, a Notice to Proceed (NTP) will not be required. Upon completion of the design/early procurement process, the NTP can then be issued to WSI at the start of the construction phase for the project.

Design/Early Procurement Completion Schedule

- For your review and approval, we also included a preliminary estimate timeline for the design/early procurement process thru the start of construction.

Please review and let us know if the suggestions listed above are acceptable for moving forward with the GMP approval. Please feel free to reach out to our team anytime with any additional questions and/or comments.

Thank you,

Johnny

Johnny Santos | Director of Operations | Commercial Division
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

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Gail Hamilton
CRA Director
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