



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, September 27, 2021
6:00 PM**

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

Please join the GoToMeeting
from your computer, tablet or smartphone:
<https://global.gotomeeting.com/join/895548581>

or dial in using your phone:
+1 (571) 317-3122 - Access Code:895-548-581
(Please mute your phone unless you wish to speak on a specific item).

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President
Roll Call – City Clerk Lori Hillman
Invocation – Pastor Nick DeFord
Pledge of Allegiance – Council President

1. MAYOR

- 1.1 Blue Triton Brands Proclamation
- 1.2 Aviation Proclamation

2. CONSENT ITEMS

- 2.1 Award of Bid No. 11-21-06 and Approval of Ajax Paving Industries of Florida, LLC Agreement for the Rehabilitation of Taxiway A - 25-21-06.
- 2.2 Pasco County Library Cooperative Strategic Plan 2021-2024
- 2.3 Participation in the Street Narcotics Apprehensive Program (SNAP)
- 2.4 Task Order 2021-01 American Infrastructure Development, Inc.

2.5 FDEP SRF Loan Agreement for the Reclaim Water Line CR54/Wire to Otis Allen/Wire Rd.

2.6 Fraternal Order of Police Collective Bargaining Contract - Officers/Detectives/SROs

2.7 Fraternal Order of Police Collective Bargaining Contract - Sergeants

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 Second Reading of Ordinance No. 1422-21 Final Millage Rate

ORDINANCE NO.: 1422-21 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2021-2022 FOR THE CITY OF ZEPHYRHILLS."

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1422-21 on the Second Reading

3.2 Second Reading of Ordinance No. 1423-21 Adopt FY 2021-22 Budget

ORDINANCE NO.: 1423-21 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2021-2022 FISCAL YEAR."

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1423-21 on the Second Reading

3.3 Second Reading of Ordinance No. 1424-21 Marianne M. Simons Trust Parcel No. 04-26-21-0000-00200-0000 Annexation

ORDINANCE NO. 1424-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCEL 04-26-21-0000-00200-0000, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1424-21 on the Second Reading

3.4 Second Reading of Ordinance No. 1425-21 Terrace At Pretty Pond Parcel I.D. 35-25-21-0010-06800-0010 Annexation

ORDINANCE NO. 1425-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCEL 35-26-21-0010-06800-0010, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."

- A. Council President opens Public Hearing**
- B. Council President closes Public Hearing**
- C. City Council considers Ordinance No.1425-21 on the Second Reading**

- 3.5 Second Reading of Ordinance No. 1426-21 Terrace at Pretty Pond Parcel No. 35-25-21-0010-06800-0010 FLU and Zoning

ORDINANCE NO.1426-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE ALND USE MAP CHANGING FROM COUNTY RES-6 TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 1.75 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0010; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEO, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. "

- A. Council President opens Public Hearing**
- B. Council President closes Public Hearing**
- C. City Council considers Ordinance No.1426-21 on the Second Reading**

- 3.6 Second Reading of Ordinance No. 1427-21 Terrace at Pretty Pond Parcel No. 35-25-21-0010-06800-0000 FLU and Zoning

ORDINANCE NO. 1427-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE ALND USE MAP CHANGING FROM CITY RE TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM CITY ER TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 2.06 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0000; AND PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEO, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. "

- A. Council President opens Public Hearing**
- B. Council President closes Public Hearing**
- C. City Council considers Ordinance No.1427-21 on the Second Reading**

- 3.7 Second Reading of Ordinance No. 1429-21 Standards Relating to the Management of Stormwater

ORDINANCE NO. 1429-21 - "AN ACT TO BE ENTITLED AN ORDINANCE BY THE CITY OF ZEPHYRHILLS ESTABLISHING STANDARDS RELATING TO THE MANAGEMENT OF STORM SEWER SYSTEM DISCHARGES AND ENHANCING THE QUALITY OF SURFACE AND GROUND WATER RESOURCES; PROVIDING FOR A SHORT TITLE; PROVIDING FOR FINDING OF FACTS; ESTABLISHING APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE CONTROL OF STORMWATER DISCHARGES TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) AND WATERS OF THE UNITED STATES; PROVIDING FOR THE CONTROL OF DISCHARGE OF STORMWATER FROM INDUSTRIAL ACTIVITIES AND CONSTRUCTION SITES; PROVIDING FOR THE CONTROL OF POLLUTANT CONTRIBUTION FROM INTERCONNECTED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; PROVIDING FOR THE CONTROL OF NON-STORMWATER DISCHARGES; PROHIBITING ILLICIT DISCHARGES AND ILLICIT CONNECTIONS; PROVIDING FOR REPORTING AND CONTROL OF ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND U.S. WATERS; PROVIDING AUTHORITY TO PERFORM INSPECTIONS AND MONITORING FOR COMPLIANCE; PROVIDING FOR MAINTENANCE OF CONTROL STRUCTURES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES AND PROCEEDINGS FOR INJUNCTION; PROVIDING FOR REPEALER OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE."

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1429-21 on the Second Reading

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

4. NOTED ITEMS

4.1 Suntrust Funds Transfer Authorized Senders

ADJOURN

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



PROCLAMATION

WHEREAS, as manufacturers seek to fill \$4M high-skill, high-tech and high-paying jobs over the next decade, Manufacturing Day empowers manufacturers to come together to address their collective challenges so they can help their communities and future generations thrive; and

WHEREAS, today's manufacturing is a highly valued industry that demands both advanced technology and innovative people with revolutionary ideas; and

WHEREAS, in 1964, long before the bottled water industry became a \$12 billion business, a man named Don Robinson began bottling local water as the Zephyrhills Water Co. In 1987, the Perrier group bought out the 50-person company and turned their attention to Crystal Springs. Several years later, Perrier was acquired by Nestle Waters North America. In April 2021, the company's bottling operations were sold to One Rock Capital Partners to become Blue Triton Brands which runs 24/7; and

WHEREAS, Blue Triton Brands' priority focuses on sustainability of the springs (and their surroundings) for future generations and employees 400 plus employees locally; and

for Blue Triton Brands is an American beverage company based in Stamford, Connecticut that produces and distributes numerous brands of bottled water across North America.

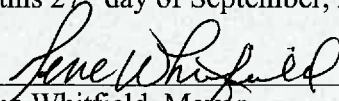
WHEREAS, the community has largely embraced the plant which has put the City of Zephyrhills on the map, known as "The City of Pure Water;" and

BE IT RESOLVED NOW, THEREFORE, I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, do hereby proclaim the first Friday in October

"National Manufacturing Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 27th day of September, 2021.




Gene Whitfield, Mayor

Attest:


Lori L. Hillman, City Clerk



PROCLAMATION

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

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

WHEREAS, general aviation in the 2019 Statewide Aviation Economic Impact Study; and

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

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

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

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

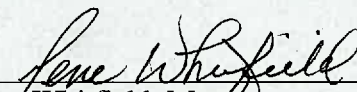
WHEREAS, the United States faces a shortage of aviation professionals, leaders should invest in this critical infrastructure to ensure future economic growth and our next generation of aviation professionals and pilots; and

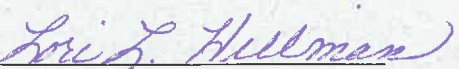
NOW THEREFORE, I, Gene Whitfield by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida do hereby proclaim general aviation a vital strategic asset to the City of Zephyrhills and declare October 2021 as

GENERAL AVIATION APPRECIATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this the 11th day of October, 2021.




Gene Whitfield, Mayor

Attest: 
Lori L. Hillman, City Clerk

CONSENT ITEMS 2.1

Award of Bid No. 11-21-06 and Approval of Ajax Paving Industries of Florida, LLC Agreement for the Rehabilitation of Taxiway A - 25-21-06.

Issue:

Award of Bid No. 11-21-06 and Approval of Ajax Paving Industries of Florida, LLC Agreement for the Rehabilitation of Taxiway A - 25-21-06.

Background:

On April 11, 2021, the City distributed Bid 11-21-06 for the Rehabilitation of Taxiway A at the Airport. The solicitation was distributed online through BidNet Direct with thirty-six (36) contractors downloading the bid package. On May 10, 2021, the City received two (2) solicitation responses:

BIDDERS	Base AMOUNT
Ajax Paving	3,119,752.50
C.W. Roberts	3,130,000.00

Attachment(s):

1. AVCON Recommendation of Award for Bid No. 11-21-06
2. EXHIBIT A-112106 Taxiway A Rehab
3. EXHIBIT B-Response-PRojMnl
4. EXHIBIT B-Company Information
5. EXHIBIT B-Ajax Paving - ADD3_Bid 11-21-06_Bid Form
6. EXHIBIT B-Electronic Bond
7. EXHIBIT C-Add1 Teleconference_SiteVisit_Updates
8. EXHIBIT C-Add2 Bid Response Extension
9. EXHIBIT C-ADD3_Bid 11-21-06_Taxiway A Rehab_with atts (002)
10. Taxiway A Rehabilitation Agreement Between the City of Zephyrhills and Ajax Paving Industries of Florida, LLC

Fiscal Impact:

Fiscal Year 2020-2021 - ZPH-SOG-3-12-0089-023-2021 - FAA Grant

Staff Recommendation:

City Staff and AVCON recommend Council award Bid No. 11-21-06 and approve a contract with Ajax Paving Industries of Florida, LLC for the Rehabilitation of Taxiway A in the amount of \$3,119,752.50.



May 14, 2021

Mr. Nathan Coleman
Airport Director
Zephyrhills Municipal Airport
39450 South Avenue
Zephyrhills, FL 33542

Reference: Recommendation of Award
ZPH Bid No. 11-21-06
Taxiway A Rehabilitation
Zephyrhills Municipal Airport (ZPH)

Dear Mr. Coleman:

On May 10, 2021 at 10AM, the Zephyrhills Municipal Airport received bids on the above-noted project. Two bids were received as follows:

	Bid Total
Ajax Paving Industries of Florida, LLC	\$3,119,752.50
C.W. Roberts Contracting, Inc.	\$3,130,000.00
Engineer's Estimate	\$3,402,450.00

The unit prices were balanced and are in-line with current markets for the quantities specified. A listing of quantities and unit prices are provided in the attached Bid Tabulation. No mathematical errors were noted.

The apparent low qualified bidder is **Ajax Paving Industries of Florida, Inc. (Ajax)**. **Ajax's** bid total is \$3,119,752.50 which is \$282,697.50 (approx. 8.3%) lower than the Engineer's Estimate of \$3,402,450.00. **Ajax's** proposal was checked for the required bid forms. All were included and filled out properly and **Ajax** has acknowledged Addendum No's. 1-3.

References

Ajax is a quality contractor known to the engineer, completing many Airport Federal and State projects around the State satisfactorily within the last 10 years, including runways, taxiways, and aprons. **Ajax** provided a total of five (5) references. Three of the five were reached. They provided positive feedback and recommend **Ajax** for the work.

DBE Information

Ajax submitted documentation showing they will accomplish the DBE goal set for the project of 10.06% using one DBE subcontractor: Ongrade Contracting, Inc.



Insurance/Bond Provider Quality

AM Best's industry rating guide was checked for the contractor's insurance providers, as follows:

- | | |
|--|-------------------------------|
| 1. The Travelers Indemnity Company: | Rating of A++ (Superior); XV |
| 2. Travelers Property Casualty Company of America: | Rating of A++ (Superior); XV |
| 3. XL Insurance America, Inc.: | Rating of A+ (Superior); XV |
| 4. ACIG Insurance Company: | Rating of A (Excellent); VIII |

Prior to issuing a contract, the performance and payment bond provider should be checked for rating level.

Recommendation to Award

Therefore, notwithstanding the City's final review of the Bid documentation and FAA concurrence through grant funding of the project, **AVCON** recommends award of the Contract to **Ajax Paving Industries of Florida, LLC** in the total amount of **Three Million, One Hundred Nineteen Thousand, Seven Hundred Fifty-Two Dollars and 50/100 (\$3,119,752.50)**.

We stand ready to assist the City in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

A handwritten signature in blue ink, appearing to read "M. Coppage", is written over a light blue horizontal line.

Michael Coppage, P.E.
Project Manager – Airports

Attachment – Bid Tabulation



**ZEPHYRHILLS MUNICIPAL AIRPORT
TAXIWAY A REHABILITATION
BID NO. 11-21-06
BID TABULATION**

INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	ENGINEER'S ESTIMATE		AJAX PAVING INDUSTRIES OF FLORIDA, INC.		C.W. ROBERTS CONTRACTING, INC.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	C-105-1	Mobilization	LS	1	\$309,300.00	\$309,300.00	\$310,000.00	\$310,000.00	\$294,405.00	\$294,405.00
2	C-100-1	Contractor's Quality Control Program	LS	1	\$40,000.00	\$40,000.00	\$60,000.00	\$60,000.00	\$73,000.00	\$73,000.00
3	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	LS	1	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00
4	C-103-1	Safety, Security, and Maintenance of Airport Operations	LS	1	\$50,000.00	\$50,000.00	\$160,000.00	\$160,000.00	\$85,000.00	\$85,000.00
5	C-104-1	Construction Survey	LS	1	\$35,000.00	\$35,000.00	\$82,000.00	\$82,000.00	\$65,000.00	\$65,000.00
6	P-101-1	Full-Depth Pavement Removal	SY	25,600	\$8.00	\$204,800.00	\$5.20	\$133,120.00	\$8.00	\$204,800.00
7	P-101-2	Cold Milling, 2" Nominal Depth	SY	8,150	\$4.50	\$36,675.00	\$3.00	\$24,450.00	\$3.00	\$24,450.00
8	P-101-3	Joint and Crack Repair	LF	6,000	\$3.00	\$18,000.00	\$5.00	\$30,000.00	\$1.00	\$6,000.00
9	P-152-1	Unclassified Excavation	CY	5,000	\$15.00	\$75,000.00	\$19.00	\$95,000.00	\$45.00	\$225,000.00
10	P-152-2	Stripping	SY	37,000	\$2.50	\$92,500.00	\$1.60	\$59,200.00	\$3.00	\$111,000.00
11	P-200-1	Base Course, 6" Depth	SY	19,650	\$19.00	\$373,350.00	\$12.50	\$245,625.00	\$20.00	\$393,000.00
12	P-401-1	Asphalt Surface Course	TON	5,825	\$165.00	\$961,125.00	\$138.00	\$803,850.00	\$116.00	\$675,700.00
13	P-401-2	Asphalt Leveling Course	TON	500	\$165.00	\$82,500.00	\$150.00	\$75,000.00	\$116.00	\$58,000.00
14	P-602-1	Emulsified Asphalt Prime Coat	GAL	4,950	\$5.00	\$24,750.00	\$3.00	\$14,850.00	\$0.10	\$495.00
15	P-603-1	Emulsified Asphalt Tack Coat	GAL	3,600	\$5.00	\$18,000.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00
16	P-620-1	Pavement Marking, Permanent, Type III Beads	SF	4,250	\$3.00	\$12,750.00	\$2.65	\$11,262.50	\$2.45	\$10,412.50
17	P-620-2	Pavement Marking, Permanent, No Beads	SF	8,400	\$1.00	\$8,400.00	\$1.15	\$9,660.00	\$1.00	\$8,400.00
18	P-620-3	Pavement Marking, Temporary, No Beads	SF	4,250	\$2.00	\$8,500.00	\$3.60	\$15,300.00	\$3.35	\$14,237.50
19	P-620-4	Surface Preparation, Type A	SF	12,650	\$0.50	\$6,325.00	\$1.00	\$12,650.00	\$0.90	\$11,385.00
20	P-620-5	Surface Preparation, Type B	SF	2,300	\$2.00	\$4,600.00	\$1.40	\$3,220.00	\$1.30	\$2,990.00
21	P-620-6	Surface Preparation, Type C	SF	4,250	\$0.50	\$2,125.00	\$2.20	\$9,350.00	\$2.00	\$8,500.00
22	T-904-1	Sodding	SY	44,150	\$2.50	\$110,375.00	\$4.00	\$176,600.00	\$2.50	\$110,375.00



**TAXIWAY A REHABILITATION
BID TABULATION (CONT.)**

INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	ENGINEER'S ESTIMATE		AJAX PAVING INDUSTRIES OF FLORIDA, INC.		C.W. ROBERTS CONTRACTING, INC.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
23	SP-104-1	Temporary Power & Temporary Airfield	LS	1	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00	\$25,000.00	\$25,000.00
24	SP-105-1	Electrical Demolition	LS	1	\$55,000.00	\$55,000.00	\$17,000.00	\$17,000.00	\$35,000.00	\$35,000.00
25	L-108-1	1/C L-824 Type C-Unshielded #8 AWG 5 KV Stranded Copper Cable - Installed in Duct or Conduit	LF	22,000	\$2.00	\$44,000.00	\$1.40	\$30,800.00	\$1.75	\$38,500.00
26	L-108-2	1/C #2 AWG Solid Copper Counterpoise Wire - Installed over Duct or Conduit	LF	14,500	\$3.25	\$47,125.00	\$2.80	\$40,600.00	\$3.00	\$43,500.00
27	L-108-3	0.75" Diameter by 10.00' Long Copper Clad Steel Sectional Ground Rod	EA	510	\$155.00	\$79,050.00	\$113.00	\$57,630.00	\$100.00	\$51,000.00
28	L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	13,000	\$9.00	\$117,000.00	\$5.70	\$74,100.00	\$7.50	\$97,500.00
29	L-110-2	6 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	300	\$36.00	\$10,800.00	\$28.50	\$8,550.00	\$40.00	\$12,000.00
30	L-110-3	1 Way 2" Schedule 40 PVC Concrete Encased Duct	LF	700	\$24.00	\$16,800.00	\$13.65	\$9,555.00	\$20.00	\$14,000.00
31	L-110-4	1 Way 4" Split Duct	LF	500	\$22.00	\$11,000.00	\$28.50	\$14,250.00	\$30.00	\$15,000.00
32	L-115-1	Junction Can Plaza – Six Can	EA	1	\$10,000.00	\$10,000.00	\$14,200.00	\$14,200.00	\$9,000.00	\$9,000.00
33	L-125-1	L-858(L) Sign – Single/Double Face, LED, Size 2 - 2 Module	EA	8	\$8,000.00	\$64,000.00	\$8,000.00	\$64,000.00	\$5,500.00	\$44,000.00
34	L-125-2	L-858(L) Sign – Single/Double Face, LED, Size 2 - 3 Module	EA	10	\$10,000.00	\$100,000.00	\$9,000.00	\$90,000.00	\$7,000.00	\$70,000.00
35	L-125-3	New Sign Panel	EA	32	\$1,000.00	\$32,000.00	\$1,130.00	\$36,160.00	\$600.00	\$19,200.00
36	L-125-4	L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light	EA	157	\$1,800.00	\$282,600.00	\$1,760.00	\$276,320.00	\$1,400.00	\$219,800.00
37	L-125-5	Field Lightning Arrestor Assembly	EA	9	\$1,000.00	\$9,000.00	\$850.00	\$7,650.00	\$950.00	\$8,550.00
TOTAL BID						\$3,402,450.00		\$3,119,752.50		\$3,130,000.00

AGENCY: CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542				INVITATION TO BID Response Acknowledgement	
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/					
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE		BID/PROPOSAL RESPONSES OPENING DATE/TIME	
11/21/2006	April 11-2021	Taxiway A Rehabilitation		BidNet Online-May 7, 2021 before 2 PM	
TELE CONFERENCE DATE GoTo Meeting ☒ Strongly Recommended ☐ None DATE: Thursday, April 15, 2021 TIME: 10:00 AM GoTo LINK: https://global.gotomeeting.com/join/380953077 Call: 1-669-224-3412 ACCESS CODE: 380-953-077				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Bid Bonds must be received	
SITE VISIT: 4-19-2021-Monday at the Airport, 39450 South Avenue - Main Terminal - 11:00 AM					
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS: TELEPHONE NUMBER: EMAIL ADDRESS: I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.				If returning as a "NO" state reason: FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: AUTHORIZED SIGNATURE PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW				AFFIX NOTARY STAMP BELOW	
Sworn to and subscribed to me this ____ day of _____, 2021 Personally known: ☐ Or produced identification: ☐ Type of ID: _____ Notary Signature _____ State _____ My commission expires: _____				 	
BONDS An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

Table of Contents

Bid Response Form	3
Bid Requirements	4
Instructions to Bidders	6
Preliminary Matters	13
Contractor's or Vendor's Responsibility	15
Scope of Work	26
Bid Time Table	27
Bid Bond Form	28
Sworn Statement – Public Entity Crimes	29
E-Verify Certification Form	31
Addenda Receipt Acknowledgement	32
Drug Free Workplace Form	33
Non-Collusive Affidavit	34
Errors or Omissions	35
References	36
Certification regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion Form	37
Standard FDOT Contract Requirements and Certifications	38
Standard FAA Contract Requirements	46
Statement of No Bid/Response	64
A1A – Change Order Sample – G701	65

BID RESPONSE FORM

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

Total Contract Sum (Amount of Bid)

\$ _____

Total Contract Sum of Bid in Words: _____

The **BIDDER** must submit a bid on all items contained in specification or the bid shall be considered irregular. The **OWNER** reserves the right to accept or reject the bid. The **OWNER**, or his representative, further reserves the unqualified right to determine whether any particular item or items or materials, equipment, or whatsoever is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same. The bid selection shall be based on the apparent low bidder for the **"TOTAL CONTRACT SUM"**.

Add'l Documents Included: ☐ Bid Form ☐ Bid Bond/Check ☐ References ☐ Public Entity Crimes
☐ License(s) copies ☐ Drug Free Workplace ☐ No-Bid ☐ Page 24, Signature/Seal ☐ Addenda Affidavit
☐ E-Verify ☐ Non Collusive ☐ Certification re: Debarment, Suspension, Ineligibility & Voluntary Exclusion
☐ Standard FDOT Requirements and Certifications ☐ Standard FAA Contract Requirements

NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: _____ **TITLE:** _____

ADDRESS: _____

PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

BIDDER SIGNATURE: _____ **DATE:** _____

Corporate Seal or Notarization below date

BID REQUIREMENTS

Bid documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills>. A link to Bidnet Direct can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be **submitted through BidNet Direct electronically before the date and time listed for responses**.

Bid Bond: There are two methods of providing your solicitation bid bond. The **first** and preferred method is by an EBond which can be electronically uploaded with your solicitation response. The **second** method is to provide a certified check and deliver it to City Hall, 5335 8th Street, Zephyrhills, Florida 33542 before the deadline. Shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time.

The Bid Bond (EBond or Certified Check) provides as a guarantee that if the bid proposal is accepted, the bidder will execute and execute the contract and furnish a Payment and Performance Bond at least equal to one hundred percent (100%) of the contract price within ten (10) days after Notice of Award of the contract.

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

TELE-CONFERENCE: A non-mandatory but strongly recommended tele-conference has been scheduled to discuss the requirements of this solicitation. This has been scheduled for **Thursday, April 15, 2021 at 10:00 AM**. This meeting will assure all bidders share the same information and have a fair opportunity to bid this project. It is recommended all vendors visit the locations to look at the requirements listed in this solicitation.

GoTo Link: <https://global.gotomeeting.com/join/380953077>

Phone: 1-669-224-3412

Access Code: 380-953-077

You may need to type the link as cutting/pasting may not work.

SITE VISIT: Is optional but highly recommended to evaluate the project site location

Date: April 19, 2021, Monday

Time: 11:00 AM

Located: 39450 South Avenue – Main Terminal

No other site visits will be scheduled.

Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within ten (10) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

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

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

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

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

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

Indemnity: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this

covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

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

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

INSTRUCTIONS TO BIDDERS

1. **Proposals:** Responses/Proposals will be submitted through BidNet Direct meeting all requirements listed for furnishing all transportation, labor, material and equipment, and performing all operations required for the construction and completion of the work herein specified and shown on the drawings.
2. **Additional Information or Clarification:** Request for additional information or clarifications must be made in writing and can be e-mailed to kmiller@ci.zephyrhills.fl.us or through BidNet Direct (preferred). Any request for additional information or clarification must be received in writing **no later than Friday, April 30, 2021 by 2:00 P.M.**
3. **Equivalent Brand Names:** When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor/Vendor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval **no later than Friday, April 30, 2021 by 2:00 PM.**

4. **Bidder:** A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.
5. **Proposal Forms:** The bidder shall submit his Proposal on the forms furnished herewith. The blank spaces shall be filled in correctly for each lump sum item and for every item for which a quantity is given. The bidder shall state the price, typewritten or printed in ink, for which he proposes to do each item of work called for.
6. **Signature on Proposal:** The bidder must sign his Proposal correctly. If the proposal is made by an individual, he shall sign and his name and his post office address shall be shown. If made by a firm or partnership, signature shall be by a general partner and the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation was chartered, also the name and business address of its president, secretary and treasurer. The Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.
7. **Familiarity with Laws:** The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.
8. **Examination of Drawings, Specifications and Site of Work:** The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.
9. **Qualifications of Bidders:** The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show that he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.
10. **Disqualification of Bidders:** No bidder shall submit more than one proposal, and reasonable grounds for believing that a bidder interested in more than one Proposal for the same work will cause rejection of all Proposals in which such bidder, or bidders, are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.
11. **Right to Reject Proposal:** Right is reserved to reject any or all Proposals and to disregard technical errors.

12. **Return of Proposal Guaranty:** As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.
13. **Execution of the Agreement:** The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.
14. **Failure to Execute the Agreement:** Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect.
15. **Withdrawal of Proposal:** A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by communicating his purpose in writing to the City and his Proposal will be returned to him unopened.
16. **Interest of Member of or Delegate to Congress.** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.
17. **Basis of Award:** Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by the City to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as the City determines to be in its own best interests, and application of any preferences, as applicable. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.
18. **Award of Contract:** The City reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The City reserves the right, prior to award of Contract, to add to the scope of the project any item or any combination of items which may exceed the total bid price for the project.

Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Awards will be made to the lowest responsible bidder. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of

Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.

A pre-construction meeting shall take place after the award of the contract. This meeting is mandatory pre-construction meeting. The attendees of this meeting shall be the Contractor and City Staff.

~~**Background Checks:** The City of Zephyrhills reserves the right to process background checks on the successful contractor/vendor. The successful contractor/vendor must contact Lt. Hillen (813-780-0050) to schedule ALL personnel working on this project for a background check PRIOR to the Notice to Proceed.~~

~~**Fingerprinting:** All contractor/vendor employees will be required to be fingerprinted prior to Notice to Proceed. Contact Lt. Hillen to schedule a convenient time for all personnel working on this service/project to get fingerprinted.~~

~~**Security Awareness Training:** All contractor/vendor employees are required to complete this training prior to working on this project. Contact the Zephyrhills Police Department Communications Supervisor to schedule the training and test.~~

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

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

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

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

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

The Contractor/Vendor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor/Vendor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. The Bidder agrees to supply all materials within thirty (30) days after successful agreement has been signed by both parties and after contract has been submitted to them and receipt of Notice to Proceed.

If the said Contractor/Vendor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor/Vendor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor/Vendor shall be in default after the time stipulated in the contract for completing the work

Should the contractor/vendor fail to substantially complete and supply the materials listed under this contract and make it available for beneficial use on or before the date stipulated for completion (or such later date as may result from extension of time granted by City), he shall pay the City, as liquidated damages, the sum of \$500.00 for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty.

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

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

21. **Public Records:** In accordance with 119.0701 F.S. Contractor shall:

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

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

22. **Correction of Work.** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good replaced and/or corrected, as the case may be by the Contractor/Vendor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor/Vendor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.
23. **Subsurface Conditions Found Different.** Should the Contractor/Vendor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor/Vendor shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the specifications he will at once make such changes in the Plans and/or Specification, as the Contractor/Vendor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.
24. **Claims for Extra Cost.** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor/Vendor shall

furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

25. **Termination (Cause and/or Convenience).**

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- c. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

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

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

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

PRELIMINARY MATTERS

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

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

The Contractor/Vendor shall furnish a list of key personnel within **fifteen (15)** calendar days of starting construction. This list should include the superintendent, all personnel at the site and their assignments, name, title, telephone numbers (work and cellular) along with email addresses.

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

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

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

CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

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

standards. Any deviation from Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the City. The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under this Contract, whether performed either directly by the Contractor/Vendor or by any Subcontractor.

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

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

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

Builders' Risk Coverage: *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final

acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

Liens: The Contractor/vendor shall indemnify and save harmless the City from all claims, demands, causes of action, suits of whatever nature arising out of the services, labor, and materials furnished by the Contractor/Vendor or its Subcontractors under this Contract, and from all laborers', materialmen's and mechanics' liens upon the property which the work is located arising out of the services, labor, and materials furnished by the Contractor/Vendor or any of its Subcontractors under this Contract; and shall keep said property free and clear of all liens, claims, and encumbrances arising from the performance of this Contract by the Contractor/Vendor or its Subcontractors; the Contractor/Vendor hereby waiving all rights to claim such lien on the City's properties.

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

Definitions: The following terms are respectively defined as follows:

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

CONTRACTOR'S or VENDOR's RESPONSIBILITIES

Supervision and Superintendence: The Contractor/Vendor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor/Vendor shall be responsible to see that the finished Work complies accurately with the Contract Documents. The Contractor/Vendor shall accept full

responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work and promptly repair any damage done from any cause whatsoever. After acceptance of the work, Contractor's or Vendor's responsibility shall extend to defective or faulty work as later defined in these specifications.

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

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

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

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

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

Request for Information (RFI): Immediately on discovery of the need for additional information the Contractor/Vendor shall submit a RFI to the Owner's representative, Project Manager.

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

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

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

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

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

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

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

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

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

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

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

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

SAFETY PLAN

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor/Vendor shall procure and pay all other permits, licenses and approvals necessary for the execution of this contract and shall comply with all Florida Department of Environmental Protection requirements. Cost of building permits will be paid by the contractor. ***The Contractor/Vendor must be registered with the City of Zephyrhills Building Department.***

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

Quality Control: The Contractor/Vendor shall maintain quality control over suppliers, manufacturers, products, services, site-conditions, and workmanship to assure they meet or exceed requirements of Standard and local building codes.

Cleaning: The Contractor/Vendor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. The Contractor shall clean up work site, interior and exterior of building, any and all equipment or fixtures must operate properly and not show any signs of damage or any defects. At the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. The Contractor/Vendor shall restore to their original condition those portions of the site for alteration by the Contract Documents.

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

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

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

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

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

correctness by the engineer and approved by the owner before payment. ***Payments will be processed by ACH/EFT methods only.***

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

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

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

Change Orders: Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an **AIA Document G701** (*exampled attached in the Forms section of this package*). Change Orders is a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

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

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

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

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

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

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

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

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

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

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

Photographs of the Project. *If required by the Owner, the Contractor/Vendor shall furnish photographs of the project, in the quantities as requested.*

Tests and Inspections: All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The offer or payment of any compensation, whatever may be its character or form, the offer or giving of any gratuity, or the offer or granting of any valuable favor by the

Contractor/Vendor to any Inspection, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor/Vendor will constitute a violation of this Contract.

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

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

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

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

Acceptance: Upon completion, the project manager shall inspect the project to assure all quality control standards are in compliance with the plans and specifications contained herein. The contract retainage ten (10%) will be released for final payment upon completion of all punch list items.

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

All guarantees and warranties shall commence on the date of substantial completion or on acceptance by the owner of re-work items. The Contractor shall furnish a one (1) year unconditional warranty. The warranty shall include all manufacturers' warranties on equipment and material installed by the Contractor or any subcontractors. These items shall be transferred to the City and in the City's name. All warranty items shall be secured in an organized 3-ring binder.

City May Stop the Work: If the work is defective, or the Contractor/Vendor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor/Vendor fails to make prompt payments

11-21-06 TAXIWAY A REHABILITATION

to Subcontractors for labor, materials, or equipment, the City may order the Contractor/Vendor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor/Vendor or any other party.

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor/Vendor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor/Vendor the sum of the phase schedule, **\$1000.00**. Several phases of the project have liquidated damages attached to them as well due to the impact on the airport if the durations are exceeded. These relate to FAA General Provisions Section 80.

Schedule	Liquidated Damages	Allowed Construction Time
Phase 1B	\$1,000 / calendar day	21 Calendar Days
Phase 2B	\$1,000 / calendar day	21 Calendar Days
Phase 2C	\$1,000 / calendar day	14 Calendar Days
Reopen Runway 1-19 at 6:00am each day during Phase 3B	\$1,000 / hour	Runway 5-23 closed continuously, and Runway 1-19 closed from 9:00pm to 6:00am
Any tenant access taxiway or taxilane intersection as indicated on sheet G104 of the Plans	\$1,000 / calendar day	2 Calendar Days of intersection closure
NTP to Substantial Completion	\$1,000 / calendar day	283 Calendar Days

This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

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

Signature/Print Name/Company

Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____ A.D. 2021.

_____ (Seal) By: _____
Title: _____

Scope of Work: The City of Zephyrhills is soliciting a licensed State of Florida contractor for the rehabilitation services of all of Taxiway A and locations where Taxiway A intersects with Taxiways A1, C, D, and hangar taxi lanes. The work consists of mill and overlay of existing asphalt pavement, full depth removal of existing lime rock and asphalt, full depth reconstruction, fillet widening at taxiway intersections, taxiway shoulder grading and sodding. New airfield markings, LED lighting, and LED signage are also included in the project.

The project shall be constructed pursuant to all applicable codes, FAA, FDOT standards, and the available project budget funds. Please download all documents to obtain the full scope and requirements of this project.

Award: Maximum days from publication to contract award is 120 calendar days

Budget: \$3.2 MILLION

DBEGoal: 10.06%

Grant: FAA - 100% grant funded

Hours of Operation: 7:00 AM – 6:00 PM, Monday – Friday unless otherwise specified in the Construction Plans.

Completion Time: Two Hundred Eighty Three (283) calendar days from Notice to Proceed to substantial completion, with another 30 days for punch list, for a total Contract Duration of 313 Calendar Days.

TIME TABLE

Bid Time Table	Date	Day	Time
Bid Distribution	4-11-2021	Sun	
Teleconference Pre-Bid*	4-15-2021	Thurs	10:00 AM
Site Visit**	4-19-2021	Mon	11:00 AM
Equivalent/Question Deadline***	4-30-2021	Fri	2:00 PM
Response Deadline	5-7-2021	Fri	2:00 PM
Presented to City Council	TBD****	Mon	6:00 PM

**The only site visit which will be scheduled and to begin promptly at 11 a.m.

***Any questions received by deadline will be issued a response or addendum by May 3rd.

****Upon receipt of funding agency grant offer.

*Teleconference: You may need to type the link in manually in order for it to connect.

GoTo Link: <https://global.gotomeeting.com/join/380953077>

Phone: 1-669-224-3412

Access Code: 380-953-077

You may need to type the link into explorer rather than copy/paste.

**Site Visit will meet at the Airport main terminal, 39450 South Avenue, Zephyrhills. This is the only visit to be scheduled. Tour will start promptly at 11:00 a.m.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in Counterpart(s)

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

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

as Principal, hereinafter called the Principal, and

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

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

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

Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.as Oblige, hereinafter called the Oblige, in the sum of _____
_____ Dollars (\$),

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

WHEREAS, The Principal has submitted a bid for

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

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

Signed and sealed this

day of

2021

(Principal)

(Seal)

(Witness)

(Title)

(Witness)

(Surety)

(Seal)

(Title) Attorney-in-Fact &
Florida Licensed Resident Agent

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

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

- A. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is

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

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

11-21-06 TAXIWAY A REHABILITATION

- E. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2021.
Personally or known _____ Or Produced identification _____ Notary
Public – State of _____

My commission expires _____
(Type of Identification)

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

E-VERIFY CERTIFICATION FORM

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

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

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

CERTIFICATION

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

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

Name of Company: _____

Authorized Signature: _____

Printed Name/Title: _____

Address: _____

Date: _____

Phone: _____

Email: _____

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

Please send the completed form with your submittal.

Addenda Receipt Acknowledgment

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

DRUG-FREE WORKPLACE FORM

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

certifies that _____ does:

(Name of Business)

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

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

Bidder's Signature

Date

PUR062.036
re. 10/97

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

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

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

_____ *Officer*
_____ *(Company Name)*

State of Florida

County of _____

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

_____ *(name and title of corporate officer)*
of _____ *(Name of Corporation),*
a _____ *(state or place of incorporation)* corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ *(Id type)*
as identification.

_____ *(Signature line for notary public)*
_____ *(Name of notary type, printed or stamped)*
_____ *(Title or rank)*

My commission expires: _____

Serial number, if any _____

Errors or Omissions

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

☐ **YES**

☐ **No**

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

REFERENCES -Within the last five (5) years-Minimum 5 references**Reference 1:** Company Name: _____

Project Name: _____ Project Amount: \$ _____

Description: _____

Contact Name: _____ Phone: _____

Email: _____ Within Budget: YES ☐ NO ☐*Explain**Reference 2:** Company Name: _____

Project Name: _____ Project Amount: \$ _____

Description: _____

Contact Name: _____ Phone: _____

Email: _____ Within Budget: YES ☐ NO ☐*Explain**Reference 3:** Company Name: _____

Project Name: _____ Project Amount: \$ _____

Description: _____

Contact Name: _____ Phone: _____

Email: _____ Within Budget: YES ☐ NO ☐*Explain**Reference 4:** Company Name: _____

Project Name: _____ Project Amount: \$ _____

Description: _____

Contact Name: _____ Phone: _____

Email: _____ Within Budget: YES ☐ NO ☐*Explain**Reference 5:** Company Name: _____

Project Name: _____ Project Amount: \$ _____

Description: _____

Contact Name: _____ Phone: _____

Email: _____ Within Budget: YES ☐ NO ☐*Explain

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**

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

Vendor: _____

Name of Company – Please Print

Signature: _____

Authorized Company Representative

Name/Title: _____

Address: _____

Date: _____

STANDARD FDOT CONTRACT REQUIREMENTS AND CERTIFICATIONS

These Standard Florida Department of Transportation (FDOT) Contract Requirements and Certifications are required to be submitted as a part of the BIDDER's bid or offer to the **City of Zephyrhills** and becomes a part of the Contract Documents. By submitting an executed copy of these Standard FDOT Requirements and Certifications with its bid submittal in response to Invitation to **Bid No. 11-21-06**, BIDDER, successful BIDDER and CONTRACTOR acknowledges, agrees and certifies the following:

Unless otherwise provided herein, CONTRACTOR shall insert the requirements and certifications contained herein into each subcontract, and further require that the clauses be included in all subsequent subcontracts, purchase order and/or rental agreement; notwithstanding the foregoing, CONTRACTOR is responsible for compliance with these requirements and certifications by any subcontractor, lower-tier subcontractor or service provider.

DEFINITIONS

The "Agency" means the City of Zephyrhills.

"Department" or "FDOT" means the Florida Department of Transportation.

"Vendor" means "Successful Bidder" or "Contractor".

PUBLIC ACCESS TO RECORDS

The Vendor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes (public records), and made or received by the Vendor in conjunction with any contract and/or agreement with the Agency. Specifically, as it relates to this Contract, the Vendor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services provided by the Vendor.
2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically

must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of any agreement and/or contract by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

AUDITS AND INSPECTIONS

Vendors shall permit the Departments authorized representative to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY AND OBLIGATION

DBE Policy: It is the policy of the Department that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Project. The DBE requirements of applicable federal and state laws and regulations apply to this contract.

DBE Obligation: The Contractor agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of this contract. In this regard, the Vendor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform this contract. The contractor and their subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of this contract.

EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of any work resulting from this Invitation to Bid, the Vendor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Vendor shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the contractor shall post in conspicuous places available to employees and

applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the non-discrimination clause.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Vendor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Vendor pursuant thereto.

TITLE VIII - CIVIL RIGHTS ACT OF 1968

The Vendor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex and age.

AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012, et. Seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

PROHIBITED INTERESTS

In connection with this Invitation to Bid or any property included or planned to be included in the Project related to this Invitation to Bid, the Vendor certifies that neither it nor any officer director or employee of the Vendor, nor any business entity of which an officer, director or employee of the Vendor or any of the Vendor's officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material interest" means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Vendor shall not enter into any subcontract or arrangement in connection with the Project or any property included or planned to be included in the project, with any person or entity who was represented before the Vendor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Vendor.

The provisions of this subsection shall not be applicable to any agreement between the Vendor and its fiscal depositories, any agreement for utility services, the rates for which are fixed or controlled by the government, or any agreement between the Vendor and an agency of state government.

**INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS OR
LEGISLATURE**

The Vendor shall not permit a member or delegate to the Congress of the United States, or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.

ENVIRONMENTAL REGULATIONS

The Vendor certifies that the Project will be carried out in conformance with all applicable environmental regulations included in the securing of any applicable permits. The Vendor will be solely responsible for any liability in the event of non-compliance with the applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

DEPARTMENT NOT OBLIGATED TO THIRD PARTIES

The Department shall not be obligated or liable hereunder to any party other than the Agency in regards to this Project.

WHEN RIGHTS AND REMEDIES NOT WAIVED

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

SEVERABILITY

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

AGREEMENT FORMAT

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

RESTRICTIONS ON LOBBYING

Federal Restrictions on Lobbying: The Vendor certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The Vendor shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

and other remedies the federal government may deem appropriate. The penalties could include loss of the award and suspension or debarment as an institution from further federal funding.

State Restrictions on Lobbying: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS

During the performance of this Agreement, the Vendor agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity

in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Vendor shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Department funded Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Vendor and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

E-VERIFY

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

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

INSPECTOR GENERAL COOPERATION

The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

COPYRIGHT RESTRICTIONS

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

CONTRACTOR RESPONSIBILITIES

Contractor and all subcontractors shall insert these Required Provisions for FDOT funded Contracts in each lower tier contract (e.g. subcontract or sub-agreement) for this Project.

Contractor shall incorporate all applicable requirements of these Required Provisions for FDOT funded Contracts by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services for this Project.

Contractor shall be responsible for his/her compliance with these Required Provisions for FDOT funded Contracts, and for compliance by his/her subcontractors, lower-tier subcontractors or service providers.

ACKNOWLEDGEMENT

The foregoing Standard FDOT Requirements and Certifications is hereby acknowledged, agreed to, and certified and attested on behalf of BIDDER by: _____
_____ on this ____ day of _____, 20____.

Bidder: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__
on behalf of _____ by _____
its _____. He/she is personally known to me or has produced
_____ as identification and did () did not () take an
oath.

[Seal]

NOTARY PUBLIC

STANDARD FEDERAL (FAA) CONTRACT REQUIREMENTS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration (FAA) and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

N/A

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

N/A

Title VI List of Pertinent Nondiscrimination Acts and Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title

FAA-3

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction,

FAA-4

the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

FAA-5

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

11-21-06 TAXIWAY A REHABILITATION

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

FAA-6

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

FAA-7

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor,

FAA-8

where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a

work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

FAA-14

- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies of this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

11-21-06 TAXIWAY A REHABILITATION

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the

FAA-15

list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Acknowledge and will comply:

AUTHORIZED SIGNATURE

COMPANY NAME

DATE

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

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

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

We decline to submit a bid for the following reasons:

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

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: **City of Zephyrhills, Purchasing Office**

5335 8th Street

Zephyrhills, FL 33542

AIA® Document G701™ – 2017
Change Order

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

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

The net change by previously authorized Change Orders \$ _____

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

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

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

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

The new date of Substantial Completion will be _____

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

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

ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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**DIVISION I (CONTRACT FORMS)
PROPOSAL FORM**

PROJECT:

NAME OF BIDDER: (Type or Print)

TAXIWAY A REHABILITATION

Ajax Paving Industries of Florida, LLC

FAA AIP No. 3-12-0089-023-2020

CITY BID No. 11-21-06

TO:

The undersigned declares that no person employed by the City of Zephyrhills, (herein referred to as Owner) is pecuniarily interested in this proposal, or in the contract or the work which he proposed to do; that he has carefully examined the contract and the specifications and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done and carefully estimated on the work. He understands that the Owner, its agents, and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans of underground structures relating to the work, and that if they have been given or made, they are to be considered solely as a base for filling out and preparing several proposals.

The undersigned proposes to furnish all labor, equipment material required for the above outlined construction at the airport known as Zephyrhills Municipal Airport located in Pasco County, Florida, in accordance with the accompanying specifications and plans prepared for the Owner for the sums specified herein, subject to additions and deductions according to the specifications and in all respects to the terms thereof.

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified. It is understood that the Owner reserves the right to accept or reject any or all bids and waive formalities.

It is agreed that the description under each item, being stated, implies although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals and constitute bidder's obligations as described in the specifications, and any details not specifically mentioned, by evidently included in the contract shall be compensated for in the item which most logically includes it.

It is understood that this proposal is submitted for the purpose of obtaining the work included in the subject project at the Zephyrhills Municipal Airport, Pasco County, Florida.

Said work includes the following primary items:

- **Taxiway A Rehabilitation**

The bidder expressly agrees that should environmental permits not be granted for items contingent on their receipt, the Owner may delete those items from the Contract without Supplemental Agreement or Change Order. In this event, the bidder agrees that the unit prices for non-environmentally contingent items will remain unchanged and that no claims relating to the deletion of items contingent on environmental permitting will be made.

The bidder's attention is called to the fact that the estimate of quantities of work to be done and materials to be furnished under these Specifications, as shown on the proposal form is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. The Owner reserves the right to increase or diminish any or all of the above-mentioned quantities or work and to omit any of them as it may deem necessary. The Contractor further agrees to accept the "Unit Bid" prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work.

The bidder agrees that this proposal will remain valid and in full force and effect for a minimum period of one hundred twenty (120) days following the official bid opening date.

The bidder agrees that within ten (10) days of receipt of written notice of an award of the contract that we will execute the standard contract form, in accordance with the bids as accepted, and will furnish the required performance bond, a payment bond and insurance affidavits with good and sufficient surety or sureties, as required by the Specifications.

The bidder further agrees that if awarded the contract, he will commence work within ten (10) days of the date of receipt of the "Notice to Proceed," provide the necessary plant and equipment as required by the work of the project, and that he will fully complete the work ready for use within the contract time specified following the date of receipt of a "Notice to Proceed."

It is understood that, for each calendar day that any work remains uncompleted after the contract time has expired (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME), the sum of One Thousand (\$1,000.00) Dollars per calendar day as liquidated damages will be deducted from any money due or to become due to the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Acknowledge receipt of Project Addenda on Page 31 of the City Contract Documents.

TOTAL BID

For all Work required in accordance with the applicable drawings, Specifications and other Contract Documents including the cost of the required Bonds and Insurances, the undersigned submits the following:

Total Bid: Three million ONE HUNDRED NINETEEN Thousand SEVEN Hundred
Fifty TWO DOLLARS and Fifty /100 DOLLARS (\$ 3,119,752.50)
CENTS

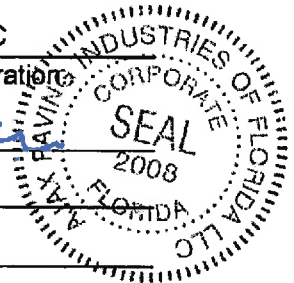
The Contract will be awarded based on the lowest, responsive, responsible bidder.

Enclosed is security as required, consisting of (cash, certified check or bid bond) payable to the City of Zephyrhills in the amount of 5% of amount of bid. This amount equals five percent of the total amount of the Total Bid.

Dated, May 6, 2021, 2021.

Ajax Paving Industries of Florida, LLC
Legal Name of Person, Firm or Corporation

By: [Signature]
Andre DeCraene, Vice President
(Title)



One Ajax Drive, North Venice FL 34275
(Business Address)

IF A CORPORATION

NAME

ADDRESS

Vince Hafeli, President

One Ajax Drive, North Venice FL 34275

Natalie Woody, Secretary

One Ajax Drive, North Venice FL 34275

Natalie Woody, Treasurer

One Ajax Drive, North Venice FL 34275

IF A PARTNERSHIP

NAME

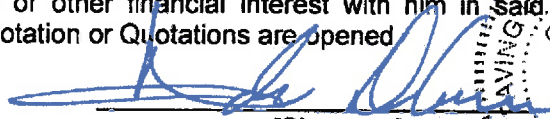
ADDRESS

AFFIDAVIT

The following affidavit must be executed in order that your quotation may be considered.

STATE OF Florida
COUNTY OF Sarasota

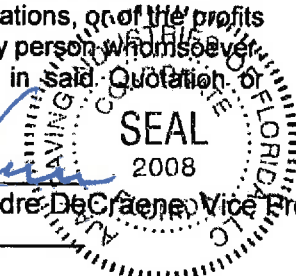
_____ of lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying Quotation of behalf of the Contractor therein named, and that he had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having to its object the controlling of the price or amount of such quotation or any quotations, the limiting of the Quotation or Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the contract or any of the subject matter or the Quotations, or of the profits thereof, and that he has not and will not divulge the sealed Quotation to any person who is not except those having a partnership or other financial interest with him in said Quotation or Quotations, until after the sealed Quotation or Quotations are opened



[Signature] Andre DeCraene Vice President

May 6, 2021

[Date]



STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (date) May 6, 2021 by (name of person acknowledging) Andre DeCraene, who is personally known to me or who has produced (type of identification) n/a - (personally known) as identification.

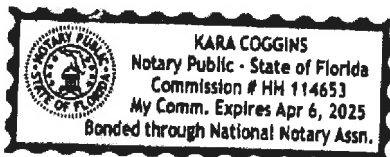
IN WITNESS THEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC - SIGNATURE

[NOTARY SEAL]

NAME TYPED, PRINTED OR STAMPED

MY COMMISSION EXPIRES



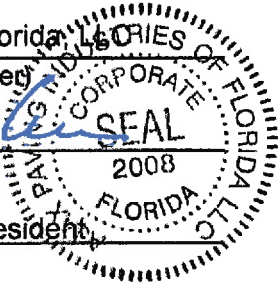
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EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT
as Required by 41 CFR 60-1.7(b)

The bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bids.

1. The bidder (proposer) has X has not _____ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The bidder (proposer) has _____ has not X participated in any previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.
3. The bidder (proposer) has X has not _____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The bidder (proposer) does X does not _____ employ fifty (50) or more employees.

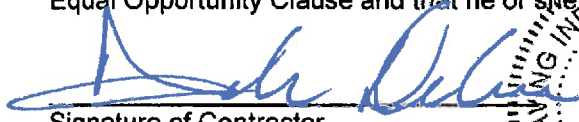
BY: Ajax Paving Industries of Florida, LLC
(Name of Bidder)
[Signature]
(Signature)
TITLE: Andre DeCraene, Vice President
DATE: May 6, 2021



CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he or she does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he or she does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he or she will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he or she will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he or she has obtained identical certifications from proposed subcontractors for specific time periods) he or she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he or she will retain such certifications in his files.


Signature of Contractor

 Andre DeCraene, Vice President
Title

May 6, 2021
Date

Buy American Certification
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	Taxiway A Rehabilitation
AIRPORT NAME:	Zephyrhills Municipal Airport
AIP NUMBER:	3-12-0089-019-2020

This solicitation and any resulting contract are subject to the Buy American requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
- (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - B. Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

Please note that approval of waivers listed under (b) (1) & (2) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices. A listing of Equipment and Products that have been approved and on the national waiver list may be located at: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy American provision by selecting one of the following certification statements.

- ☒ The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.
- ☐ The bidder hereby certifies that it cannot fully comply with the Buy American preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within _____ calendar days of the date of the notice of apparent low bid.

Ajax Paving Industries of Florida, LLC
Bidder's Firm Name

Andre DeCraene, Vice President

AVCON, INC.

May 6, 2021
Date

100 - 4

APRIL 2021

**CERTIFICATION OF OFFERER/BIDDER REGARDING
TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

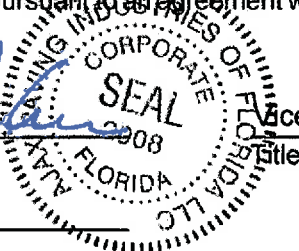
Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.


Signature of Contractor
Andre DeCraene, Vice President

May 6, 2021

Date



Vice President

Title

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

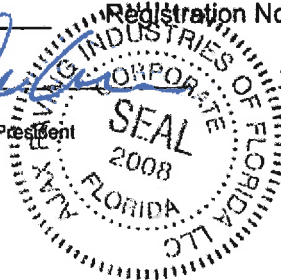
 X The bidder/offeror is committed to a minimum of **10.06%** DBE utilization on this contract.

 The bidder/offeror (if unable to meet the DBE goal of **10.06%** is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts with his/her Bid.

Name of bidder/offeror's firm: Ajax Paving Industries of Florida, LLC

State of Florida Registration No. C6C1516738

By  Vice President (Title)
(Signature)
Andre DeGraene, Vice President



LETTER OF INTENT

Name of bidder/offeror's firm: Ajax Paving Industries of Florida, LLC

Address: One Ajax Drive

City: North Venice State: FL Zip: 34275

Name of DBE Firm: Ongrade Contracting, Inc.

Address: 12409 SW Sheri Avenue, Unit 101

City: Lake Suzy State: FL Zip: 34269

Telephone: 941-766-6191

Description of work to be performed by DBE firm:

Grading, Demo, Base, Milling

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 345,000.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Debra A Walker Digitally signed by Debra A Walker
Date: 2021.05.07 14:55:57 -04'00' President
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representation in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor)

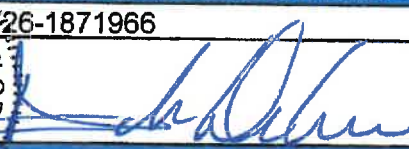
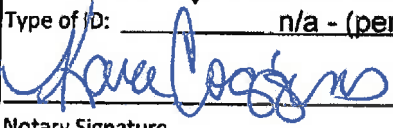
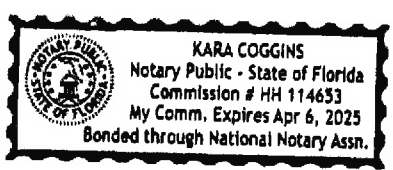
AGENCY: CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542				INVITATION TO BID Response Acknowledgement	
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/					
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE		BID/PROPOSAL RESPONSES OPENING DATE/TIME	
11/21/2006	April 11-2021	Taxiway A Rehabilitation		BidNet Online-May 7, 2021 before 2 PM	
TELE CONFERENCE DATE GoTo Meeting ☒ Strongly Recommended ☐ None DATE: Thursday, April 15, 2021 TIME: 10:00 AM GoTo LINK: https://global.gotomeeting.com/join/380953077 Call: 1-669-224-3412 ACCESS CODE: 380-953-077				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Bid Bonds must be received	
SITE VISIT: 4-19-2021-Monday at the Airport, 39450 South Avenue - Main Terminal - 11:00 AM					
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS: Ajax Paving Industries of Florida, LLC One Ajax Drive, North Venice FL 34275				If returning as a "NO" state reason:	
TELEPHONE NUMBER: 941-486					
EMAIL ADDRESS:					
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and I am all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: 26-1871966	
					
				AUTHORIZED SIGNATURE	
				Andre DeCraene, Vice President	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this <u>6th</u> day of <u>May</u> , 2021 Personally known: ☒ Or produced identification: ☐ Type of ID: <u>n/a - (personally known)</u>				AFFIX NOTARY STAMP BELOW	
 Notary Signature _____ State _____ My commission expires: _____					
BONDS					
An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

Table of Contents

Bid Response Form	3
Bid Requirements	4
Instructions to Bidders	6
Preliminary Matters	13
Contractor's or Vendor's Responsibility	15
Scope of Work	26
Bid Time Table	27
Bid Bond Form	28
Sworn Statement – Public Entity Crimes	29
E-Verify Certification Form	31
Addenda Receipt Acknowledgement	32
Drug Free Workplace Form	33
Non-Collusive Affidavit	34
Errors or Omissions	35
References	36
Certification regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion Form	37
Standard FDOT Contract Requirements and Certifications	38
Standard FAA Contract Requirements	46
Statement of No Bid/Response	64
A1A – Change Order Sample – G701	65

11-21-06 TAXIWAY A REHABILITATION

BID RESPONSE FORM

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

Total Contract Sum (Amount of Bid)

\$ 3,119,752.50Total Contract Sum of Bid in Words: Three million ONE Hundred Ninety N
thousand Seven hundred Fifty two dollars and Fifty Cents

The BIDDER must submit a bid on all items contained in specification or the bid shall be considered irregular. The OWNER reserves the right to accept or reject the bid. The OWNER, or his representative, further reserves the unqualified right to determine whether any particular item or items or materials, equipment, or whatsoever is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same. The bid selection shall be based on the apparent low bidder for the "TOTAL CONTRACT SUM".

Add'l Documents Included: ☐ Bid Form ☐ Bid Bond/Check ☐ References ☐ Public Entity Crimes
☐ License(s) copies ☐ Drug Free Workplace ☐ No-Bid ☐ Page 24, Signature/Seal ☐ Addenda Affidavit
☐ E-Verify ☐ Non Collusive ☐ Certification re: Debarment, Suspension, Ineligibility & Voluntary Exclusion
☐ Standard FDOT Requirements and Certifications ☐ Standard FAA Contract Requirements

NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: Andre DeCraene TITLE: Vice PresidentADDRESS: One Ajax Drive, North Venice FL 34275PHONE: 941-486-3600 FAX: 941-486-3500E-MAIL ADDRESS: kcoggins@ajaxpaving.com

BIDDER SIGNATURE



DATE:

May 6, 2021

2008

FLORIDA

Corporate Seal or Notarization below date



**ZEPHYRHILLS MUNICIPAL AIRPORT
TAXIWAY A REHABILITATION
BID NO. 11-21-06**

BID FORM

CONTRACTOR Alax Paving Industries of FL, LLC

INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	LINE TOTAL
1	C-105-1	Mobilization	LS	1	\$310,000.00	\$310,000.00
2	C-100-1	Contractor's Quality Control Program	LS	1	\$60,000.00	\$60,000.00
3	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	LS	1	\$20,000.00	\$20,000.00
4	C-103-1	Safety, Security, and Maintenance of Airport Operations	LS	1	\$160,000.00	\$160,000.00
5	C-104-1	Construction Survey	LS	1	\$82,000.00	\$82,000.00
6	P-101-1	Full-Depth Pavement Removal	SY	25,600	\$5.20	\$133,120.00
7	P-101-2	Cold Milling, 2" Nominal Depth	SY	8,150	\$3.00	\$24,450.00
8	P-101-3	Joint and Crack Repair	LF	6,000	\$5.00	\$30,000.00
9	P-152-1	Unclassified Excavation	CY	5,000	\$19.00	\$95,000.00
10	P-152-2	Stripping	SY	37,000	\$1.60	\$59,200.00
11	P-200-1	Base Course, 6" Depth	SY	19,650	\$12.50	\$245,625.00
12	P-401-1	Asphalt Surface Course	TON	5,825	\$138.00	\$803,850.00
13	P-401-2	Asphalt Leveling Course	TON	500	\$150.00	\$75,000.00
14	P-602-1	Emulsified Asphalt Prime Coat	GAL	4,950	\$3.00	\$14,850.00
15	P-603-1	Emulsified Asphalt Tack Coat	GAL	3,600	\$3.00	\$10,800.00
16	P-620-1	Pavement Marking, Permanent, Type III Beads	SF	4,250	\$2.65	\$11,262.50
17	P-620-2	Pavement Marking, Permanent, No Beads	SF	8,400	\$1.15	\$9,660.00
18	P-620-3	Pavement Marking, Temporary, No Beads	SF	4,250	\$3.60	\$15,300.00
19	P-620-4	Surface Preparation, Type A	SF	12,650	\$1.00	\$12,650.00
20	P-620-5	Surface Preparation, Type B	SF	2,300	\$1.40	\$3,220.00
21	P-620-6	Surface Preparation, Type C	SF	4,250	\$2.20	\$9,350.00

AVCON, INC.

BF-1

APRIL 2021
ADDENDUM NO. 2 - MAY 4, 2021



TAXIWAY A REHABILITATION
BID NO. 11-21-06
BID FORM
(CONTINUED)

CONTRACTOR Alax Paving Industries of FL, LLC

22	T-904-1	Sodding	SY	44,150	\$4.00	\$176,600.00
23	SP-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities	LS	1	\$17,000.00	\$17,000.00
24	SP-105-1	Electrical Demolition	LS	1	\$17,000.00	\$17,000.00
25	L-108-1	1/C L-824 Type C-Unshielded #8 AWG 5 KV Stranded Copper Cable - Installed in Duct or Conduit	LF	22000	\$1.40	\$30,800.00
26	L-108-2	1/C #2 AWG Solid Copper Counterpoise Wire - Installed over Duct or Conduit	LF	14500	\$2.80	\$40,600.00
27	L-108-3	0.75" Diameter by 10.00' Long Copper Clad Steel Sectional Ground Rod	EA	510	\$113.00	\$57,630.00
28	L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	13000	\$6.70	\$74,100.00
29	L-110-2	6 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	300	\$28.50	\$8,550.00
30	L-110-3	1 Way 2" Schedule 40 PVC Concrete Encased Duct	LF	700	\$13.65	\$9,555.00
31	L-110-4	1 Way 4" Split Duct	LF	500	\$28.50	\$14,250.00
32	L-115-1	Junction Can Plaza - Six Can	EA	1	\$14,200.00	\$14,200.00
33	L-125-1	L-858(L) Sign - Single/Double Face, LED, Size 2 - 2 Module	EA	8	\$8,000.00	\$64,000.00
34	L-125-2	L-858(L) Sign - Single/Double Face, LED, Size 2 - 3 Module	EA	10	\$9,000.00	\$90,000.00
35	L-125-3	New Sign Panel	EA	32	\$1,130.00	\$36,160.00
36	L-125-4	L-861(T) Omnidirectional, Blue, LED, Taxiway Edge Light	EA	157	\$1,760.00	\$276,320.00
37	L-125-5	Field Lightning Arrestor Assembly	EA	9	\$850.00	\$7,650.00
TOTAL BID					\$3,119,752.50	

TOTAL BID (WRITTEN IN WORDS):

Three million one hundred nineteen thousand seven hundred fifty two dollars and fifty cents

DOLLARS AND CENTS

AVCON, INC.

BF-2

APRIL 2021
ADDENDUM NO. 2 - MAY 4, 2021

BID REQUIREMENTS

Bid documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills>. A link to Bidnet Direct can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted through BidNet Direct electronically before the date and time listed for responses.

Bid Bond: There are two methods of providing your solicitation bid bond. The first and preferred method is by an EBond which can be electronically uploaded with your solicitation response. The second method is to provide a certified check and deliver it to City Hall, 5335 8th Street, Zephyrhills, Florida 33542 before the deadline. Shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time.

The Bid Bond (EBond or Certified Check) provides as a guarantee that if the bid proposal is accepted, the bidder will executed and execute the contract and furnish a Payment and Performance Bond at least equal to one hundred percent (100%) of the contract price within ten (10) days after Notice of Award of the contract.

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

TELE-CONFERENCE: A non-mandatory but strongly recommended tele-conference has been scheduled to discuss the requirements of this solicitation. This has been scheduled for **Thursday, April 15, 2021 at 10:00 AM**. This meeting will assure all bidders share the same information and have a fair opportunity to bid this project. It is recommended all vendors visit the locations to look at the requirements listed in this solicitation.

GoTo Link: <https://global.gotomeeting.com/join/380953077>

Phone: 1-669-224-3412

Access Code: 380-953-077

You may need to type the link as cutting/pasting may not work.

SITE VISIT: Is optional but highly recommended to evaluate the project site location

Date: April 19, 2021, Monday

Time: 11:00 AM

Located: 39450 South Avenue – Main Terminal

No other site visits will be scheduled.

Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within ten (10) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

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

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

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

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

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

Indemnity: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this

11-21-06 TAXIWAY A REHABILITATION

covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

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

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

INSTRUCTIONS TO BIDDERS

1. **Proposals:** Responses/Proposals will be submitted through BidNet Direct meeting all requirements listed for furnishing all transportation, labor, material and equipment, and performing all operations required for the construction and completion of the work herein specified and shown on the drawings.
2. **Additional Information or Clarification:** Request for additional information or clarifications must be made in writing and can be e-mailed to kmiller@ci.zephyrhills.fl.us or through BidNet Direct (preferred). Any request for additional information or clarification must be received in writing no later than Friday, April 30, 2021 by 2:00 P.M.
3. **Equivalent Brand Names:** When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor/Vendor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval no later than Friday, April 30, 2021 by 2:00 PM.

4. **Bidder:** A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.
5. **Proposal Forms:** The bidder shall submit his Proposal on the forms furnished herewith. The blank spaces shall be filled in correctly for each lump sum item and for every item for which a quantity is given. The bidder shall state the price, typewritten or printed in ink, for which he proposes to do each item of work called for.
6. **Signature on Proposal:** The bidder must sign his Proposal correctly. If the proposal is made by an individual, he shall sign and his name and his post office address shall be shown. If made by a firm or partnership, signature shall be by a general partner and the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation was chartered, also the name and business address of its president, secretary and treasurer. The Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.
7. **Familiarity with Laws:** The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.
8. **Examination of Drawings, Specifications and Site of Work:** The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.
9. **Qualifications of Bidders:** The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show that he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.
10. **Disqualification of Bidders:** No bidder shall submit more than one proposal, and reasonable grounds for believing that a bidder interested in more than one Proposal for the same work will cause rejection of all Proposals in which such bidder, or bidders, are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.
11. **Right to Reject Proposal:** Right is reserved to reject any or all Proposals and to disregard technical errors.

12. **Return of Proposal Guaranty:** As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.
13. **Execution of the Agreement:** The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.
14. **Failure to Execute the Agreement:** Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect.
15. **Withdrawal of Proposal:** A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by communicating his purpose in writing to the City and his Proposal will be returned to him unopened.
16. **Interest of Member of or Delegate to Congress.** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.
17. **Basis of Award:** Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by the City to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as the City determines to be in its own best interests, and application of any preferences, as applicable. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.
18. **Award of Contract:** The City reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The City reserves the right, prior to award of Contract, to add to the scope of the project any item or any combination of items which may exceed the total bid price for the project.

Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Awards will be made to the lowest responsible bidder. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of

11-21-06 TAXIWAY A REHABILITATION

Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.

A pre-construction meeting shall take place after the award of the contract. This meeting is mandatory pre-construction meeting. The attendees of this meeting shall be the Contractor and City Staff.

~~**Background Checks:** The City of Zephyrhills reserves the right to process background checks on the successful contractor/vendor. The successful contractor/vendor must contact Lt. Hillen (813-780-0050) to schedule ALL personnel working on this project for a background check PRIOR to the Notice to Proceed.~~

~~**Fingerprinting:** All contractor/vendor employees will be required to be fingerprinted prior to Notice to Proceed. Contact Lt. Hillen to schedule a convenient time for all personnel working on this service/project to get fingerprinted.~~

~~**Security Awareness Training:** All contractor/vendor employees are required to complete this training prior to working on this project. Contact the Zephyrhills Police Department Communications Supervisor to schedule the training and test.~~

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

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

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

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

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

The Contractor/Vendor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor/Vendor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. The Bidder agrees to supply all materials within thirty (30) days after successful agreement has been signed by both parties and after contract has been submitted to them and receipt of Notice to Proceed.

If the said Contractor/Vendor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor/Vendor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor/Vendor shall be in default after the time stipulated in the contract for completing the work

Should the contractor/vendor fail to substantially complete and supply the materials listed under this contract and make it available for beneficial use on or before the date stipulated for completion (or such later date as may result from extension of time granted by City), he shall pay the City, as liquidated damages, the sum of \$500.00 for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty.

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

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

21. **Public Records:** In accordance with 119.0701 F.S. Contractor shall:

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

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

22. **Correction of Work.** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good replaced and/or corrected, as the case may be by the Contractor/Vendor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor/Vendor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.
23. **Subsurface Conditions Found Different.** Should the Contractor/Vendor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor/Vendor shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the specifications he will at once make such changes in the Plans and/or Specification, as the Contractor/Vendor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.
24. **Claims for Extra Cost.** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor/Vendor shall

furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

25. Termination (Cause and/or Convenience).

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- c. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

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

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor/vendor in performing this contract, whether completed or in process.
- e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

PRELIMINARY MATTERS

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

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

The Contractor/Vendor shall furnish a list of key personnel within **fifteen (15)** calendar days of starting construction. This list should include the superintendent, all personnel at the site and their assignments, name, title, telephone numbers (work and cellular) along with email addresses.

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

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

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

CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

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

standards. Any deviation from Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the City. The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under this Contract, whether performed either directly by the Contractor/Vendor or by any Subcontractor.

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

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

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

Builders' Risk Coverage: *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final

11-21-06 TAXIWAY A REHABILITATION

acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

Liens: The Contractor/vendor shall indemnify and save harmless the City from all claims, demands, causes of action, suits of whatever nature arising out of the services, labor, and materials furnished by the Contractor/Vendor or its Subcontractors under this Contract, and from all laborers', materialmen's and mechanics' liens upon the property which the work is located arising out of the services, labor, and materials furnished by the Contractor/Vendor or any of its Subcontractors under this Contract; and shall keep said property free and clear of all liens, claims, and encumbrances arising from the performance of this Contract by the Contractor/Vendor or its Subcontractors; the Contractor/Vendor hereby waiving all rights to claim such lien on the City's properties.

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

Definitions: The following terms are respectively defined as follows:

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

CONTRACTOR'S or VENDOR's RESPONSIBILITIES

Supervision and Superintendence: The Contractor/Vendor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor/Vendor shall be responsible to see that the finished Work complies accurately with the Contract Documents. The Contractor/Vendor shall accept full

responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work and promptly repair any damage done from any cause whatsoever. After acceptance of the work, Contractor's or Vendor's responsibility shall extend to defective or faulty work as later defined in these specifications.

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

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

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

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

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

Request for Information (RFI): Immediately on discovery of the need for additional information the Contractor/Vendor shall submit a RFI to the Owner's representative, Project Manager.

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

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

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

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

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

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

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

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

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

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

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

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

SAFETY PLAN

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

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

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

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

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

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

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

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

11-21-06 TAXIWAY A REHABILITATION

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

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

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

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

The Contractor/Vendor shall procure and pay all other permits, licenses and approvals necessary for the execution of this contract and shall comply with all Florida Department of Environmental Protection requirements. Cost of building permits will be paid by the contractor. ***The Contractor/Vendor must be registered with the City of Zephyrhills Building Department.***

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

Quality Control: The Contractor/Vendor shall maintain quality control over suppliers, manufacturers, products, services, site-conditions, and workmanship to assure they meet or exceed requirements of Standard and local building codes.

Cleaning: The Contractor/Vendor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. The Contractor shall clean up work site, interior and exterior of building, any and all equipment or fixtures must operate properly and not show any signs of damage or any defects. At the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. The Contractor/Vendor shall restore to their original condition those portions of the site for alteration by the Contract Documents.

11-21-06 TAXIWAY A REHABILITATION

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

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

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

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

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

correctness by the engineer and approved by the owner before payment. ***Payments will be processed by ACH/EFT methods only.***

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

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

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

Change Orders: Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an **AIA Document G701 (exampled attached in the Forms section of this package)**. Change Orders is a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

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

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

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

11-21-06 TAXIWAY A REHABILITATION

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

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

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

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

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

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

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

Photographs of the Project. If required by the Owner, the Contractor/Vendor shall furnish photographs of the project, in the quantities as requested.

Tests and Inspections: All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The offer or payment of any compensation, whatever may be its character or form, the offer or giving of any gratuity, or the offer or granting of any valuable favor by the

11-21-06 TAXIWAY A REHABILITATION

Contractor/Vendor to any inspection, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor/Vendor will constitute a violation of this Contract.

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

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

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

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

Acceptance: Upon completion, the project manager shall inspect the project to assure all quality control standards are in compliance with the plans and specifications contained herein. The contract retainage ten (10%) will be released for final payment upon completion of all punch list items.

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

All guarantees and warranties shall commence on the date of substantial completion or on acceptance by the owner of re-work items. The Contractor shall furnish a one (1) year unconditional warranty. The warranty shall include all manufacturers' warranties on equipment and material installed by the Contractor or any subcontractors. These items shall be transferred to the City and in the City's name. All warranty items shall be secured in an organized 3-ring binder.

City May Stop the Work: If the work is defective, or the Contractor/Vendor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor/Vendor fails to make prompt payments

11-21-06 TAXIWAY A REHABILITATION

to Subcontractors for labor, materials, or equipment, the City may order the Contractor/Vendor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor/Vendor or any other party.

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor/Vendor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor/Vendor the sum of the phase schedule, **\$1000.00**. Several phases of the project have liquidated damages attached to them as well due to the impact on the airport if the durations are exceeded. These relate to FAA General Provisions Section 80.

Schedule	Liquidated Damages	Allowed Construction Time
Phase 1B	\$1,000 / calendar day	21 Calendar Days
Phase 2B	\$1,000 / calendar day	21 Calendar Days
Phase 2C	\$1,000 / calendar day	14 Calendar Days
Reopen Runway 1-19 at 6:00am each day during Phase 3B	\$1,000 / hour	Runway 5-23 closed continuously, and Runway 1-19 closed from 9:00pm to 6:00am
Any tenant access taxiway or taxilane intersection as indicated on sheet G104 of the Plans	\$1,000 / calendar day	2 Calendar Days of intersection closure
NTP to Substantial Completion	\$1,000 / calendar day	283 Calendar Days

This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

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

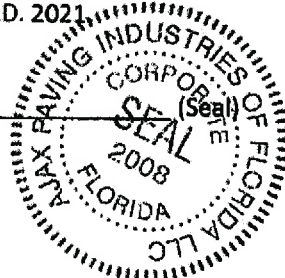


May 6, 2021

Signature/Print Name/Company
Andre DeCraene, Vice President

Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 6th day of May A.D. 2021



By: Andre DeCraene
Title: Vice President

11-21-06 TAXIWAY A REHABILITATION

Scope of Work: The City of Zephyrhills is soliciting a licensed State of Florida contractor for the rehabilitation services of all of Taxiway A and locations where Taxiway A intersects with Taxiways A1, C, D, and hangar taxi lanes. The work consists of mill and overlay of existing asphalt pavement, full depth removal of existing lime rock and asphalt, full depth reconstruction, fillet widening at taxiway intersections, taxiway shoulder grading and sodding. New airfield markings, LED lighting, and LED signage are also included in the project.

The project shall be constructed pursuant to all applicable codes, FAA, FDOT standards, and the available project budget funds. Please download all documents to obtain the full scope and requirements of this project.

<u>Award:</u>	Maximum days from publication to contract award is 120 calendar days
<u>Budget:</u>	\$3.2 MILLION
<u>DBEGoal:</u>	10.06%
<u>Grant:</u>	FAA - 100% grant funded
<u>Hours of Operation:</u>	7:00 AM – 6:00 PM, Monday – Friday unless otherwise specified in the Construction Plans.

Completion Time: Two Hundred Eighty Three (283) calendar days from Notice to Proceed to substantial completion, with another 30 days for punch list, for a total Contract Duration of 313 Calendar Days.

11-21-06 TAXIWAY A REHABILITATION

TIME TABLE

Bid Time Table	Date	Day	Time
Bid Distribution	4-11-2021	Sun	
Teleconference Pre-Bid*	4-15-2021	Thurs	10:00 AM
Site Visit**	4-19-2021	Mon	11:00 AM
Equivalent/Question Deadline***	4-30-2021	Fri	2:00 PM
Response Deadline	5-7-2021	Fri	2:00 PM
Presented to City Council	TBD****	Mon	6:00 PM

**The only site visit which will be scheduled and to begin promptly at 11 a.m.

***Any questions received by deadline will be issued a response or addendum by May 3rd.

****Upon receipt of funding agency grant offer.

*Teleconference: You may need to type the link in manually in order for it to connect.

GoTo Link: <https://global.gotomeeting.com/join/380953077>

Phone: 1-669-224-3412

Access Code: 380-953-077

You may need to type the link into explorer rather than copy/paste.

**Site Visit will meet at the Airport main terminal, 39450 South Avenue, Zephyrhills.
This is the only visit to be scheduled. Tour will start promptly at 11:00 a.m.

**Bond Number: SFL21750291****Contractor Information**

Principal: Ajax Paving Industries of Florida, LLC. 941-486-3600
Address: One Ajax Drive North Venice Florida 34275 United States

Owner/Obligee Information

Bond Form: Bid Bond In accordance with Contract Specifications

Owner/Obligee: City of Zephyrhills

Address: 5335 8th Street Zephyrhills Florida 33542 United States

Bond Information

Bid Date: 5/7/2021

Surety: Liberty Mutual Insurance Company

Rider Present: [Click here to view](#)

Estimated Contract Price: \$3,200,000.00

Time For Completion: 283 days

Liquidated Damages: \$1,000/a day

Estimated Work On Hand:

Amount of Bid Security: 5%

Contract ID Number: 11-21-06

Description of Job: Taxiway A Rehabilitation

Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 5

Bid Security Maximum:

Contractor's State Vendor ID Number: CGC1516738

Primary Agency:

Guy Hurley, LLC

Agency Power of Attorney Limited to: No Stated Limit

Executed

Bond Entered By: Holly Nichols - 4/30/2021 11:09:39 AM ET

Bond Approved & Executed By: Holly Nichols - 4/30/2021 11:09:50 AM ET

Know all men by these presents that Liberty Mutual Insurance Company, a Corporation duly organized under the laws of the State of Massachusetts, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



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

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

A. This sworn statement is submitted to City of Zephyrhills
by Andre DeCraene, Vice President (print name of the public entity)
(print individual's name and title)
for Ajax Paving Industries of Florida, LLC
(print name of entity submitting sworn statement)

whose business address is

One Ajax Drive, North Venice FL 34275

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1871966
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

11-21-06 TAXIWAY A REHABILITATION

E. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

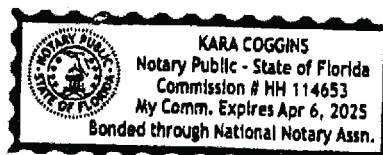
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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


(Signature) Andre DeCraene, Vice President

Sworn to and subscribed before me this 6th day of May, 2021.
Personally or known ☒ Or Produced identification _____ Notary
Public - State of Florida n/a - (personally known)


My commission expires _____
(Type of Identification)

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



E-VERIFY CERTIFICATION FORM

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

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

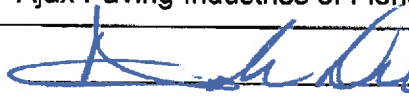
Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification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

CERTIFICATION

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

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

Name of Company: Ajax Paving Industries of Florida

Authorized Signature: 

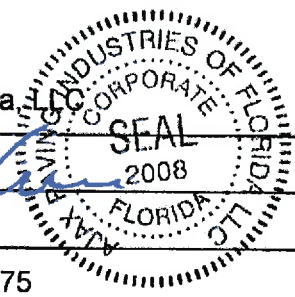
Printed Name/Title: Andre DeCraene, Vice President

Address: One Ajax Drive, North Venice FL 34275

Date: May 6, 2021

Phone: 941-486-3600

Email: kcoggins@ajaxpaving.com



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

Please send the completed form with your submittal.



Employment Eligibility Verification

Welcome
Ingrid Delaney

User ID

Last Login
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Company Information

Company Name: Ajax Paving Industries of Florida, LLC[View / Edit](#)**Company ID Number:** 390402**Doing Business As (DBA) Name:****DUNS Number:** 032438479**Physical Location:****Address 1:** One Ajax Drive**Address 2:****City:** North Venice**State:** FL**Zip Code:** 34276**County:** SARASOTA**Mailing Address:****Address 1:****Address 2:****City:****State:****Zip Code:****Additional Information:****Employer Identification Number:** 201071000**Total Number of Employees:** 100 to 499**Parent Organization:****Administrator:****Organization Designation:****Employer Category:** None of these categories apply**NAICS Code:** 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION[View / Edit](#)**Total Hiring Sites:** 2[View / Edit](#)**Total Points of Contact:** 2[View / Edit](#)

11-21-06 TAXIWAY A REHABILITATION

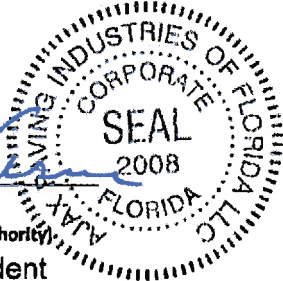
Addenda Receipt Acknowledgment

Addendum # <u>1</u>	Date <u>April 23, 2021</u>	Initials <u>[Signature]</u>
Addendum # <u>2</u>	Date <u>April 30, 2021</u>	Initials <u>[Signature]</u>
Addendum # <u>3</u>	Date <u>May 4, 2021</u>	Initials <u>[Signature]</u>
Addendum # _____	Date _____	Initials _____

Firm Representative:

[Signature]

Signature/Date (Executed by Corporate Authority)
Andre DeCraene, Vice President



11-21-06 TAXIWAY A REHABILITATION

DRUG-FREE WORKPLACE FORM

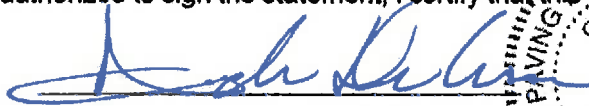
The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that Ajax Paving Industries of Florida, LLC does:

(Name of Business)

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

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



Bidder's Signature Andre DeCraene, Vice President

May 6, 2021

Date



PUR062.036
re. 10/97

CORPORATE SUBSTANCE ABUSE PROGRAM

STATEMENT OF POLICY

This Company has a legal responsibility to comply with the **United States Department of Transportation's (US DOT)** regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

- A. Use of illicit drugs.
- B. Abuse of legal drugs (prescription or over-the-counter).
- C. Abuse of alcohol.
- D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
- E. Arrival for work under the influence of drugs or alcohol.

Should any of the above mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective means to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drug or alcohol detection.



Michael A. Horan
President

11-21-06 TAXIWAY A REHABILITATION

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Sarasota

Andre DeCraene

Vice President

such submittal

(partner or officer of the Firm, etc)

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

[Signature] Andre DeCraene, Vice President
Ajax Paving Industries of Florida, LLC (Company Name)

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this 6th day of May
by

Andre DeCraene, Vice President (name and title of corporate officer)

of Ajax Paving Industries of Florida, LLC
(Name of Corporation),

a Florida (state or place of incorporation) corporation, on behalf of the

corporation. He/she is personally known to me or has produced n/a - (personally known) (Id type)
as identification.

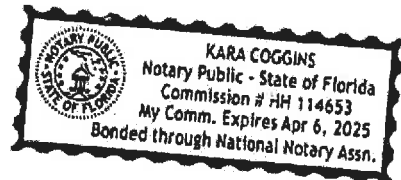
[Signature] (Signature line for notary public)

(Name of notary type, printed or stamped)

(Title or rank)

My commission expires: _____

Serial number, if any _____



Errors or Omissions

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

☐ YES

☒ No

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

11-21-06 TAXIWAY A REHABILITATION

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

Reference 1: Company Name: City of Arcadia

City of Arcadia - Arcadia Municipal Airport Construction Taxiway Bravo

Project Name: _____ Project Amount: \$ 668,672.45

Description: Taxiway Construction

Contact Name: Beth Carston

Phone: 863-494-4114

Email: ecarsten@arcadia-fl.gov

Within Budget: YES ☒ NO ☐ *Explain

Reference 2: Company Name: Sarasota Bradenton Airport

Sarasota Bradenton Airport - Taxiway Bravo

Project Name: _____ Project Amount: \$ 2,093,373.70

Description: Taxiway Rehab, Lighting

Contact Name: Elisa Traub

Phone: 941-359-2770

Email: elisa.traub@srq-airport.com

Within Budget: YES ☐ NO ☐ *Explain

Reference 3: Company Name: Owen-Ames-Kimball Company

Naples Airport-Taxiway D Extension

Project Name: _____ Project Amount: \$ \$568,852.86

Description: Paving new Taxiway Utilizing GPS

Contact Name: Dave Dole

Phone: 239-561-4141

Email: ddale@oakfl.com

Within Budget: YES ☒ NO ☐ *Explain

Reference 4: Company Name: Hillsborough County Aviation Authority

6160 Airfield Pavement Reconstruction and Replacement

Project Name: _____ Project Amount: \$ \$16,776,318.56

Description: Demolition of existing asphalt and concrete pavement, excaation, grading, Milling and Resurfacing

Contact Name: Scott Nesbitt

Phone: 813-870-7832

Email: SNesbitt@TampaAirport.com

Within Budget: YES ☒ NO ☐ *Explain

Reference 5: Company Name: Penellas County BOCC/St. Petersburg INT'l Airport

134-0253-CP(DF) TAXIWAY REHABILITATION PHASE I

Project Name: _____ Project Amount: \$ \$15,236,296.00

Description: Scope: Milling and Resurfacing (91,200 SY); Full Depth Reconstruction, including base (55,000 SY); Excavation, Embankment, Storm Drainage, Lime Rock Base Course (100,000 SY); Asphalt Pavement (44,000 tons) Airfield Lighting, Sodding, Pavement Marking

Contact Name: Scott Yarley

Phone: 727-453-7830

Email: syarley@fly2pie.co

Within Budget: YES ☒ NO ☐ *Explain

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**

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

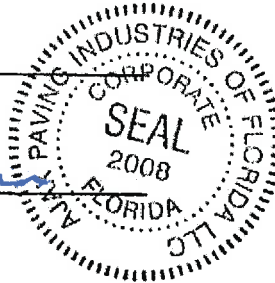
Vendor: Ajax Paving Industries of Florida, LLC
Name of Company – Please Print

Signature: 
Authorized Company Representative

Name/Title: Andre DeCraene, Vice President

Address: One Ajax Drive, North Venice FL 34275

Date: May 6, 2021



STANDARD FDOT CONTRACT REQUIREMENTS AND CERTIFICATIONS

These Standard Florida Department of Transportation (FDOT) Contract Requirements and Certifications are required to be submitted as a part of the BIDDER's bid or offer to the **City of Zephyrhills** and becomes a part of the Contract Documents. By submitting an executed copy of these Standard FDOT Requirements and Certifications with its bid submittal in response to Invitation to **Bid No. 11-21-06**, BIDDER, successful BIDDER and CONTRACTOR acknowledges, agrees and certifies the following:

Unless otherwise provided herein, CONTRACTOR shall insert the requirements and certifications contained herein into each subcontract, and further require that the clauses be included in all subsequent subcontracts, purchase order and/or rental agreement; notwithstanding the foregoing, CONTRACTOR is responsible for compliance with these requirements and certifications by any subcontractor, lower-tier subcontractor or service provider.

DEFINITIONS

The "Agency" means the City of Zephyrhills.

"Department" or "FDOT" means the Florida Department of Transportation.

"Vendor" means "Successful Bidder" or "Contractor".

PUBLIC ACCESS TO RECORDS

The Vendor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes (public records), and made or received by the Vendor in conjunction with any contract and/or agreement with the Agency. Specifically, as it relates to this Contract, the Vendor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services provided by the Vendor.
2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically

must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of any agreement and/or contract by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

AUDITS AND INSPECTIONS

Vendors shall permit the Departments authorized representative to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY AND OBLIGATION

DBE Policy: It is the policy of the Department that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Project. The DBE requirements of applicable federal and state laws and regulations apply to this contract.

DBE Obligation: The Contractor agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of this contract. In this regard, the Vendor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform this contract. The contractor and their subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of this contract.

EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of any work resulting from this Invitation to Bid, the Vendor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Vendor shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the contractor shall post in conspicuous places available to employees and

applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the non-discrimination clause.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Vendor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Vendor pursuant thereto.

TITLE VIII - CIVIL RIGHTS ACT OF 1968

The Vendor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex and age.

AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012, et. Seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

PROHIBITED INTERESTS

In connection with this Invitation to Bid or any property included or planned to be included in the Project related to this Invitation to Bid, the Vendor certifies that neither it nor any officer director or employee of the Vendor, nor any business entity of which an officer, director or employee of the Vendor or any of the Vendor's officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material interest" means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Vendor shall not enter into any subcontract or arrangement in connection with the Project or any property included or planned to be included in the project, with any person or entity who was represented before the Vendor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Vendor.

The provisions of this subsection shall not be applicable to any agreement between the Vendor and its fiscal depositories, any agreement for utility services, the rates for which are fixed or controlled by the government, or any agreement between the Vendor and an agency of state government.

**INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS OR
LEGISLATURE**

The Vendor shall not permit a member or delegate to the Congress of the United States, or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.

ENVIRONMENTAL REGULATIONS

The Vendor certifies that the Project will be carried out in conformance with all applicable environmental regulations included in the securing of any applicable permits. The Vendor will be solely responsible for any liability in the event of non-compliance with the applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

DEPARTMENT NOT OBLIGATED TO THIRD PARTIES

The Department shall not be obligated or liable hereunder to any party other than the Agency in regards to this Project.

WHEN RIGHTS AND REMEDIES NOT WAIVED

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

SEVERABILITY

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

AGREEMENT FORMAT

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

RESTRICTIONS ON LOBBYING

Federal Restrictions on Lobbying: The Vendor certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The Vendor shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

and other remedies the federal government may deem appropriate. The penalties could include loss of the award and suspension or debarment as an Institution from further federal funding.

State Restrictions on Lobbying: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS

During the performance of this Agreement, the Vendor agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity

in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Vendor shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Department funded Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Vendor and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

E-VERIFY

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

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

INSPECTOR GENERAL COOPERATION

The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

COPYRIGHT RESTRICTIONS

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

CONTRACTOR RESPONSIBILITIES

Contractor and all subcontractors shall insert these Required Provisions for FDOT funded Contracts in each lower tier contract (e.g. subcontract or sub-agreement) for this Project.

Contractor shall incorporate all applicable requirements of these Required Provisions for FDOT funded Contracts by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services for this Project.

Contractor shall be responsible for his/her compliance with these Required Provisions for FDOT funded Contracts, and for compliance by his/her subcontractors, lower-tier subcontractors or service providers.

ACKNOWLEDGEMENT

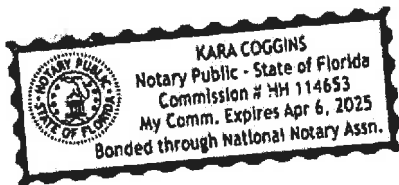
The foregoing Standard FDOT Requirements and Certifications is hereby acknowledged, agreed to, and certified and attested on behalf of BIDDER by: Andre DeCraene, Vice President on this 6th day of May, 2021.

Bidder: Ajax Paving Industries of Florida, LLC

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 6th day of May, 2021 on behalf of Ajax Paving Industries of Florida, LLC by Andre DeCraene its Vice President. He/she is personally known to me or has produced n/a - (personally known) as identification and did () did not () take an oath.

[Seal]



Kara Coggins
NOTARY PUBLIC

STANDARD FEDERAL (FAA) CONTRACT REQUIREMENTS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration (FAA) and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, extracts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 20002 to 20006-5) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or support concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

FAA-1

11-21-06 TAXIWAY A REHABILITATION

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

N/A

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

N/A

Title VI List of Pertinent Nondiscrimination Acts and Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1962 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title

FAA-3

11-21-06 TAXIWAY A REHABILITATION

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).

- * Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

11-21-06 TAXIWAY A REHABILITATION

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction.

FAA-4

the FAA may pursue any available remedies including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible

11-21-06 TAXIWAY A REHABILITATION

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

FAA-5

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

11-21-06 TAXIWAY A REHABILITATION

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

FAA-6

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

FAA-7

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor,

FAA-8

11-21-06 TAXIWAY A REHABILITATION

where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a

work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

11-21-06 TAXIWAY A REHABILITATION

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

FAA-14

- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies of this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor.

11-21-06 TAXIWAY A REHABILITATION

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the

FAA-15

list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Acknowledge and will comply:


AUTHORIZED SIGNATURE
Andre DeCraene, Vice President



May 6, 2021

DATE

N/A

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

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

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

We decline to submit a bid for the following reasons:

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

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: **City of Zephyrhills, Purchasing Office**

5335 8th Street

Zephyrhills, FL 33542



AIA® Document G701™ – 2017

Change Order

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

THE CONTRACT IS CHANGED AS FOLLOWS:

Insert a detailed description of the change and, if applicable, attach as separate exhibits. Also include agreed upon amounts attributable to increased Construction Change Discounts.

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

The net change by previously authorized Change Orders \$ _____

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

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

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

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

The new date of Substantial Completion will be _____

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

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

ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

May 3, 2021

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, for

Alan Autry, Manager
Contracts Administration Office

AA:cg

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC

ONE AJAX DRIVE

NORTH VENICE FL 34275

LICENSE NUMBER: CGC1516738

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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





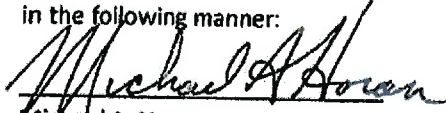
**Ajax Paving
Industries of Florida, LLC**

An Equal Opportunity Employer

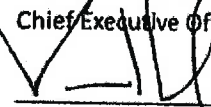
One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

**RESOLUTION OF THE BOARD OF DIRECTORS OF
AJAX PAVING INDUSTRIES OF FLORIDA, LLC**

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filing of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida in the following manner:



Michael A. Horan
Chief Executive Officer/Manager



Vince Hafell
President



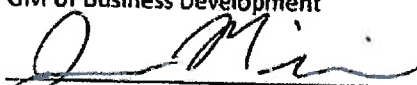
Scott Pittman
Vice President of Operations North Region



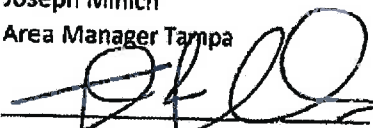
Andre DeCraene
Vice President of Operations South Region



David Reid
GM of Business Development



Joseph Minich
Area Manager Tampa



Felipe Jaramillo
Alternative Contracting Project Manager



Steve Ayers
Alternative Contracting Project Manager



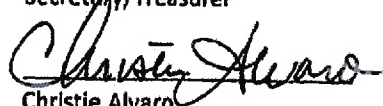
Matt Desotell
Area Manager Ft. Myers



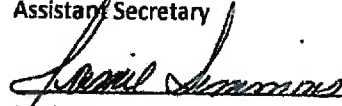
Matt Horan
Area Manager Sarasota



Natalie Woody
Secretary/Treasurer



Christie Alvaro
Assistant Secretary



Jamie Simmons
Assistant Secretary



Ryan Fulmer
Director of Finance



**Ajax Paving
Industries of Florida, LLC**

An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

NAME OF FIRM: **AJAX PAVING INDUSTRIES OF FLORIDA, LLC.** Established 1981
One Ajax Drive Federal ID #26-1871966
North Venice, FL 34275
Phone No. (941) 486-3600 Fax No. (941) 486-3500

Michael A. Horan, Chief Executive Officer
Vince Hafeli, President
Scott Pittman, Vice President, Tampa
Andre DeCraene, Vice President
Jason Wescoat, Controller
Ginger Johnson, Assistant Controller
Steve Ayers, Area Manager, North Venice
Matthew Horan, Assistant Area Manager, North Venice
Matthew Desotell, Area Manager, Fort Myers

**BANK
REFERENCE:** KeyBank National Association
127 Public Square
Cleveland, OH 44114
Email: national_credit_inquiry@keybank.com
Bank reference requests – fax directly to:
KeyBank Credit Inquire 1-330-489-5691
Account No. XXXXXXXX6883

**CREDIT
REFERENCES:** **JASON'S HAULING, INC.** **MARATHON PETROLEUM CO., LLC**
1306 E. 4th Avenue 1000 Ashland Drive, Suite 201
Tampa, FL 33605 Ashland, Kentucky 41101
(813) 872-8440 (606) 326-2527 Kathy Crawford
Fax (813) 875-7202 Fax (606) 326-2549
Contact: Isabel Morris
imorris@jasonshauling.com Contact: Sheli Hammer
shhammer@marathonpetroleum.com

Contact: Krisann Pardee
kdpardee@marathonpetroleum.com

G.S. EQUIPMENT COMPANY
1023 S. 50th Street
Tampa, FL 33619
1-800-229-4971 Fax (813) 247-3397
(813) 248-4971
Contact: Ray Ferwerda
doriw@gssequipment.net

MARTIN MARIETTA AGGREGATES
3019 Riverwatch Pkwy
Augusta, GA 30907
(706) 854-6340
Fax (706) 868-6846
Contact: Lisa Cayruth
southeastdivision.credit@martinmarietta.com

G/HR/Bank Reference List 06/12/19

AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

<u>INDIVIDUAL'S NAME</u>	<u>POSITION/OFFICE</u>	<u>TYPE OF WORK</u>	<u>YEARS</u>	
			<u>EXPERIENCE</u>	<u>CAPACITY</u>
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43	Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34	Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12	Engineer/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21	Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21	Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34	Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10	Civil Engineer/Project Manager
Matthew Desotell	Area Manager - Fort Myers	5,6,7,8,9,10	8	Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20	Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6	Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23	Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20	Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35	Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28	Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23	Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24	Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12	Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20	Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34	Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12	EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19	Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14	Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2	Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45	Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17	Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42	Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21	Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35	Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11	Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18	Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28	Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40	Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43	Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29	Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15	Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22	Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26	Senior Estimator

Type of Work:

- 5 Grading (Includes Clearing and Grubbing, Excavation and Embankment)
- 6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
- 7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
- 8 Portland Cement Concrete Paving
- 9 Hot Plant-Mixed Bituminous Structural and Surface Courses
- 10 Milling



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2020

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 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 Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Linda Weal PHONE (A/C, No, Ext): (248) 519-1429 FAX (A/C, No): (248) 519-1401 E-MAIL ADDRESS: lweal@ghbh.com																					
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Travelers Indemnity Co.</td><td>A+XV</td><td>25658</td></tr><tr><td>INSURER B: XL Insurance America Inc.</td><td>A+XV</td><td>24554</td></tr><tr><td>INSURER C: ACIG Insurance Company</td><td>A VIII</td><td>19984</td></tr><tr><td>INSURER D: Travelers Prop Casualty Co.</td><td>A+XV</td><td>25674</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: The Travelers Indemnity Co.	A+XV	25658	INSURER B: XL Insurance America Inc.	A+XV	24554	INSURER C: ACIG Insurance Company	A VIII	19984	INSURER D: Travelers Prop Casualty Co.	A+XV	25674	INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 20-21 Crystal**REVISION NUMBER:**

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

WSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Coverage Included ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			VTC2KCO8A097342	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			VTC2KCAP8A097354	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			US00091416L1	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WCA000004620	6/1/2020	6/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			QT630BA099255	6/1/2020	6/1/2021	Leased/Rented \$550,000

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

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

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

Richard McGregor/WEAL

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ACORD 25 (2014/01)
INS025 (201401)

The ACORD name and logo are registered marks of ACORD

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ajax Paving Industries of FL, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

One Ajax Drive

6 City, state, and ZIP code

North Venice, FL 34275

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[] [] [] - [] [] [] - [] [] [] []

or

Employer identification number
2 6 - 1 8 7 1 9 6 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **2/16/21**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Year Completed	Project Name City/County	Name & Address of Official to Whom You Refer
\$223,889.69	2020	95th Ave North Public Utility Renewal Naples, FL	Douglas N Higgins 4485 Enterprise Avenue Naples, FL 34104
\$3,063,188.08	2020	West Villages Parkway Intersection Improvements North Port, FL	West Villages Improvement District 19503 S West Villages Parkway Venice, FL 34293
\$1,967,473.21	2020	FPN 439432 (T1753) Mill & Resurface US 301 (Man) Manatee County, FL	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$106,350.99	2020	Labelle Airport - Construct Access Road - Rodeo Drive Hendry County, FL	Owen-Ames-Kimball Company 11941 Fairway Lakes Dr. Fort Myers, FL 33913
\$127,671.54	2020	City Of Moore Haven Mill And Pave Repairs City of Moore Haven, FL	City of Moore Haven PO Box 399, Moore Haven, FL 33471
\$514,684.51	2020	E. Interlake Boulevard Resurfacing Highlands County, FL	Highlands County BOCC 600 South Commerce Ave Sebring, FL 33870
\$119,350.00	2020	Palm CT And 25th Street Level And Overlay Glades County, FL	Glades County BOCC P.O. Box 1527 Moore Haven, Florida 33471
\$78,250.00	2020	Whidden Rd. (County Line Rd.) Level And Overlay Glades County, FL	Glades County BOCC P.O. Box 1527 Moore Haven, Florida 33471
\$4,649,829.70	2020	T1602 SR 31 431959 Charlotte County, FL	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$5,074,685.46	2020	T1628 SR 78 (Bayshore Rd) Lee 430119 Lee County, FL	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$7,480,998.88	2019	FPN 436586 (T1706) Mill/Resurface SR 35 And SR 64 Hardee County, FL	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$1,056,302.78	2019	FPN 438378 (T1739) Mill/Resurface SR 776 Charlotte County, FL	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$49,658.98	2019	Michigan/Kentucky St Mill And Pave 2019 Lee County B180007ANB Lee County, FL	City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, FL 34135
\$355,379.78	2019	Intersection Improvements, Cortez Road At 43rd Manatee County, FL	Manatee County 1112 Manatee Avenue Wst Bradenton, FL 34205
\$59,387,878.17	2019	E1Q29 SR 62 Lee 425841 Lee County, FL	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$766,434.05	2019	Preto Blvd., West Villages Improvement District Sarasota County, FL	Frederick Derr & Company, Inc. 3801 North Orange Avenue Sarasota, FL 34230
\$297,426.30	2019	Fort Hamer Road Extension Phase I Owner: Manatee County	Fieldstone Community Development District 5800 Lakewood Ranch Boulevard Sarasota, FL 34240
\$1,364,838.44	2019	Piper Road North Extension	Wright Construction Group, Inc.

		Owner: Charlotte County BOCC	5811 Youngquist Road Fort Myers, FL 33912
\$987,144.65	2019	Mill/Resurface/Widen US 41 (E1P91) Sarasota County (FPN 422710) Owner: FDOT - District 1	Russell Engineering Inc. 2530 SE 36th Street Fort Lauderdale, FL 33312
\$29,407,974.11	2018	T1687 SR 93 (I-75) 413042 Charlotte County, FL	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$727,464.16	2018	6th Street & Avenue R Glades County	City of Moore Haven 299 Riverside Drive
\$1,137,118.80	2018	Del Prado Boulevard Resurfacing Lee County	Lee County Board of County Commissioners 1500 Monroe Street Fort Myers, FL 33901
\$2,208,084.62	2018	Aspen Boulevard and Birchwood Parkway in Port LaBelle Resurfacing Glades County	Glades County Board of County Commissioners 500 Avenue J S.W. Moore Haven, FL 33471
\$3,241,868.83	2018	Mill/Resurface/Widen SR 29 (E1Q75) Hendry County (FPN 436598)	Florida Department of Transportation - Central 605 Suwannee St. Tallahassee, FL 32399-0450
\$5,990,569.99	2018	Mill and Resurface SR 35 (US 17) (E1P89) DeSoto County (FPN 436920)	Florida Department of Transportation - Central 605 Suwannee St. Tallahassee, FL 32399-0450
\$1,824,909.10	2018	Placida Sidewalk and Utility Construction Owner: Charlotte County BOCC	Guymann Construction 5886 Youngquist Road Fort Myers, FL 33912
\$4,543,201.16	2018	Venice Rehabilitation of Public Use Aircraft Parking Aprons Sarasota County	City of Venice 401 West Venice Avenue Venice, FL 34285
\$546,582.04	2018	F2013115/CONS-RESURF/1314 Owner: City of Punta Gorda	Wright Construction Group, Inc. 5811 Youngquist Road Fort Myers, FL 33912
\$3,583,264.33	2018	Resurfacing FY 17, Area O & P Sarasota County	Sarasota County Board of County Commissioners 1660 Ringling Boulevard Sarasota, FL 34236
\$3,691,649.44	2018	Mill and Resurface SR 758 (T1698) Sarasota County (FPN 436567)	Florida Department of Transportation - Central 605 Suwannee St. Tallahassee, FL 32399-0450
\$830,045.30	2018	Lee County Tiger Grant - Corkscrew Rd. (University Loop Proj)	Owen-Ames-Kimball Company 11941 Fairway Lakes Dr. Fort Myers, FL 33913
\$7,454,628.23	2018	T1572 SR45 (US 41) 429547/425132/429099	Florida Department of Transportation - Central 605 Suwannee St. Tallahassee, FL 32399-0450
\$20,003,482.06	2017	Design Build Golden Gate Boulevard 4-Lane, East of Wilson Boulevard Collier County	Collier County Board of County Commissioners 7400 Tamiami Trail, Suite 200 Naples, FL 34108
\$2,305,273.76	2017	Mill and Resurface SR 31 (E1P93) Lee County (FPN 436638)	Florida Department of Transportation - Central 605 Suwannee St. Tallahassee, FL 32399-0450
\$1,242,354.28	2017	Improvement to Estero Blvd. - Segment 1	Chris-Tel Construction 2534 -A Edison Ave., Fort Myers, FL 33901
\$26,233,899.56	2017	T1598 SR 93 (I-75) Charlotte & Sarasota 413044	Astaldi Construction Corp. 8220 SR 84 Davie, FL 33324
\$9,186,876.99	2017	Rehabilitatin of Runway 5-23 & Associated Taxiways at Page Field	Owen-Ames-Kimball Company

		Lee County	11941 Fairway Lakes Dr. Fort Myers, FL 33913
\$5,074,685.46	2017	T1628 SR 78 (Bayshore Rd.) Lee 430119	Florida Department of Transportation - Central 605 Suwannee St. Tallahassee, FL 32399-0450
\$568,852.86	2017	Naples Airport-Taxiway D Extension	Owen-Ames-Kimball Company 11941 Fairway Lakes Dr. Fort Myers FL 33913
\$802,321.13	2017	Helms Road Extension From SR 29 to SR 80 Ph 1 & Ph 2	Mitchell & Stark Construction Co. Inc. 6001 Shirley St. Naples, FL 34116
\$2,329,939.85	2017	Boca Grande Roadway Resurfacing & Bike Path Widening Lee County	Lee County Board of County Commissioners 1500 Monroe Street Fort Myers, FL 33901
\$2,431,258.45	2017	Mill and Resurface US 301 (E1O50) Manatee County (FPN 431212)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$18,494,639.13	2017	Road Bond 2015/2016 and Road Maintenance Project Sarasota County	City of North Port 4970 City Hall Boulevard North Port, FL 34286
\$614,873.61	2017	Love's Travel Stop Glades County	Thompkin's Contracting, Inc. 3507 Lee Blvd., Suite 206A Lehigh Acres, FL 33971
\$929,597.38	2016	SR881 (Colonial Blvd.) Interchange Access Modif F/B E1039	Florida Department of Transportation - Central 605 Suwannee St. Tallahassee, FL 32399-0450
\$812,788.10	2016	Terminal Access Roadway Improvements Lee County	Wright Construction Corp. 5811 Younquist Road Fort Myers, FL 33918
\$4,649,829.70	2016	Mill, Resurface and Widen SR 31 (T1602) Charlotte County (FPN 431959)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$5,883,384.62	2016	Mill and Resurface SR 45 (US 41) (E1O02) Charlotte County (FPN 431615)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$633,508.30	2016	White Boulevard & 23rd Street Intersection Improvements Collier County	Collier County Board of County Commissioners 7400 Tamiami Trail, Suite 200 Naples, FL 34108
\$21,685,081.73	2016	Mill and Resurface SR 93 (I-75) (T1588) Charlotte County (FPN 413042)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$723,022.40	2016	Babcock Ranch - D-D Entrance Charlotte County	Kitson and Partners 17837 Murdock Circle, Unit B Port Charlotte, FL 33948
\$503,588.56	2016	Walmart Neighborhood Market Lee County	McCleod Land Services 7405 28th Street Court East Sarasota, FL 34243
\$2,413,203.83	2016	Gateway Roadways Rehabilitation Lee County	WCI Communities, Inc. 24301 Walden Center Drive Bonita Springs, FL 34134
\$32,194,410.20	2016	Mill and Resurface SR 93 (I-75) (T1595) Collier County (FPN 406313)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$929,597.40	2016	SR 884 (Colonial Blvd) Interchange Access Modifications D/B (E1O39) Lee County	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$3,197,953.74	2016	FY2015 Major Road Paving Phase II	City of Cape Coral

		Lee County	1015 Cultural Park Boulevard Cape Coral, FL 33990
\$713,662.25	2016	Mill and Resurface SR 82 (T1643) Lee County (FPN 434510)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$3,926,080.32	2015	LeeTran Lee County	Gilbane Building Company 8433 Enterprise Circle, Suite 200 Lakewood Ranch, FL 34202
\$526,798.99	2015	Vineyards Resurfacing Collier County	Vineyards Community Association 75 Vineyards Boulevard Naples, FL 34119
\$12,520,604.12	2015	Mill & Resurface SR 35 (US 17) (T1527) DeSoto County (FPN 417876)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$31,422,340.33	2015	Mill/Resurface/Add Lanes SR 93 (I-75) (T1414) Lee County (FPN 411042)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$1,032,748.46	2015	Mill & Resurface SR 80 East Hendry (T1506) Hendry County (FPN 408286)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$4,182,043.22	2015	Mill & Resurface SR 80 West Hendry (T1501) Hendry County (FPN 408286)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$448,936.25	2015	The Oaks Bayside Sarasota County	The Oaks Bayside HOA 311 Osprey Point Drive Osprey, FL 34229
\$263,680.34	2015	The Shoppes at University Center Manatee County	Benderson Development Company, LLC. 7978 Copper Creek Blvd. University Park, FL 34201
\$3,198,970.49	2015	CR 39 (Hillsborough County Road Reconstruction Term Contract) Hillsborough County	Hillsborough County Board of County Commissioners 601 E. Kennedy Boulevard Tampa, FL 33602
\$5,843,911.95	2015	I-75 at C.R. 41 Design Build (E7130) Pasco County	Granite Construction 6215 E. Sligh Avenue Tampa, FL 33617
\$9,306,401.58	2015	Mill & Resurface SR 45 (US 41) (T7334) Hillsborough County (FPN 424550)	Florida Department of Transportation - District 7 11201 N. McKinley Drive Tampa, FL 33612
\$1,658,008.18	2015	Design/Build Selmon Greenway Project - Phase 1 Tampa Hillsborough County Expressway Authority Hillsborough County	Tampa Hillsborough Expressway Authority 1104 E. Twiggs Street Tampa, FL 33602
\$406,493.86	2015	Sarasota County Technical Institute - Phase 3 Sarasota County	McLeod Land Services, Inc. 7405 28th St. Court E Sarasota, Florida 34243
\$3,297,839.94	2015	Road Bond Phase 1 Road Rehabilitation Project Sarasota County	City of North Port 4870 City Hall Boulevard North Port, FL 34286
\$2,137,730.72	2015	Resurfacing, Knights Trail, Laurel Road Area & Various Roads Sarasota County	Sarasota County Board of County Commissioners 1680 Ringling Boulevard Sarasota, FL 34236
\$450,569.88	2015	Pinebrook Road Sarasota County	City of Venice 401 West Venice Avenue Venice, FL 34285
\$409,169.21	2015	Venice Avenue West Sarasota County	City of Venice 401 West Venice Avenue Venice, FL 34285
\$9,075,779.94	2015	Charlotte County Paving Program 2014	Charlotte County Board of County Commissioners

		Charlotte County	18500 Murdock Circle Port Charlotte, FL 33948-1094
\$958,477.49	2015	CR 733 Roadway Improvements Glades County	Glades County Board of County Commissioners 500 Avenue J S.W. Moore Haven, FL 33471
\$17,386,844.09	2014	Mill and Resurface SR 93 (I-75) (T1509) Lee County (FPN 413041)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$7,454,628.23	2014	Mill and Resurface SR 45 (US 41) (T1572) Lee County (FPN 429547)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$749,734.78	2014	Naples Manor Sidewalk Improvements (Phase II) Collier County	Collier County Board of County Commissioners 7400 Tamiami Trail, Suite 200 Naples, FL 34108
\$8,208,594.00	2014	Mill & Resurface SR 78 (Pine Island Rd.) (T1536) Lee County (FPN 413695)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$2,096,764.73	2014	Mill & Resurface SR 78 (T1555) Glades County (FPN 429100)	Lawrence Lynch Corporation, Inc. P.O. Box 1994 Okeechobee, FL 34973
\$588,136.34	2014	Mill & Resurface SR 78 (T1568) Glades County	Lawrence Lynch Corporation, Inc. P.O. Box 1994 Okeechobee, FL 34973
\$1,406,438.76	2014	County-Wide Resurfacing Roadway Improvements Contract - FY 14 Lee County	Lee County Board of County Commissioners 1500 Monroe Street Fort Myers, FL 33901
\$1,220,679.38	2014	Mill/Resurface/Add Lanes SR 64 (Davis Blvd.) (T1477) Collier County (FPN 195416)	Guymann Construction 305 S.W. 3rd Street Cape Coral, FL 33991
\$767,683.96	2014	County-Wide Resurfacing Roadway Improvement Contract - FY 13 Lee County	Lee County Board of County Commissioners 1500 Monroe Street Fort Myers, FL 33901
\$588,136.34	2014	Mill & Resurface SR 78 (T1568) Highlands County (FPN 429102)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$893,627.70	2014	Hunter's Green Drive, Hunter's Lake Drive, & Hunter's Oak Court Hillsborough County	Hunter's Green Community Association 9456 Highland Oaks Drive Tampa, FL 33647
\$605,274.75	2014	Gordon Food Service Drive Roadway Reconstruction Hillsborough County	City of Plant City P.O. Box C Plant City, FL 33564
\$937,539.80	2014	Spring Hill Subdivision Area 3A - Roadway Resurfacing Project Hernando County	Hernando County BOCC 1525 E. Jefferson Street Brooksville, FL 34601
\$1,590,000.00	2014	Mill & Resurface SR 64 (E1N97) Hardee County (FPN 431938)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830
\$3,126,793.71	2014	Eagle's Nest District Roadway and Drainage Improvements Pinellas County	Town of Belleair 901 Ponce De Leon Boulevard Belleair, FL 33756
\$8,662,208.86	2014	SR 574 (MLK Blvd) Mill/Resurface (T7310) Hillsborough County (FPN 427158)	Florida Department of Transportation - District 7 11201 N. McKinley Drive Tampa, FL 33612
\$2,752,013.50	2014	Parnell Road (CR 671) and North Hammock Road Hardee County	Hardee County Board of County Commissioners 412 W. Orange Street, Room 103 Wauchula, FL 33873
\$881,556.88	2014	Central County Landfill Re-Paving	Sarasota County Board of County Commissioners

		Sarasota County	1660 Ringling Boulevard Sarasota, FL 34236
\$527,960.41	2014	Multi-County Asphalt Maintenance & Repair (E1K52-R0) District Wide (FPN 431417)	Florida Department of Transportation - District 1 801 North Broadway Avenue Bartow, FL 33830

August 3, 2020

TO WHOM IT MAY CONCERN:

RE: Ajax Paving Industries of Florida, LLC

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of \$200,000,000.00 per single project and \$500,000,000.00 in aggregate. Liberty Mutual Insurance Company is licensed to business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is \$1,289,139,000.00.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY



Holly Nichols, Attorney-in-fact



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Limited Liability Company
AJAX PAVING INDUSTRIES OF FLORIDA LLC

Filing Information

Document Number	L08000010565
FEI/EIN Number	26-1871966
Date Filed	01/30/2008
Effective Date	07/16/1981
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/19/2018
Event Effective Date	NONE

Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 08/06/2015

Registered Agent Name & Address

HACKETT II, JACK O.
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

Title MANAGER

JACOB, JAMES A

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title MANAGER/CEO

HORAN, MICHAEL A
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title PRESIDENT

HAFELI, VINCE
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title DIRECTOR OF FINANCE

FULMER, RYAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title VICE PRESIDENT

PITTMAN, SCOTT
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title FLEET MANAGER

MAITLAND, DAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Annual Reports

Report Year	Filed Date
2020	04/29/2020
2020	05/06/2020
2021	01/24/2021

Document Images

01/24/2021 - ANNUAL REPORT	View image in PDF format
05/06/2020 - AMENDED ANNUAL REPORT	View image in PDF format
04/29/2020 - ANNUAL REPORT	View image in PDF format
12/12/2019 - AMENDED ANNUAL REPORT	View image in PDF format
09/30/2019 - AMENDED ANNUAL REPORT	View image in PDF format
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06/19/2018 - CORROCHS	View image in PDF format
01/18/2018 - ANNUAL REPORT	View image in PDF format
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02/01/2016 - ANNUAL REPORT	View image in PDF format
08/06/2015 - AMENDED ANNUAL REPORT	View image in PDF format

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12/29/2014 -- Memo	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/16/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- Florida Limited Liability	View image in PDF format

Using the information at the bottom of the page



Ajax Paving Industries of Florida, LLC

NORTH VENICE OFFICE

One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE

13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TAMPA OFFICE

5100 West Lemon Street, Suite 106
Tampa, FL 33609
813.769.1990
813.769.1991 Fax

ASPHALT PLANTS & AJAX MATERIALS

NORTH VENICE PLANT 1

One Ajax Dr
North Venice, FL 34275
941.486.3420 Tower
941.486.8771 Fax

PUNTA GORDA PLANT 2

40851 Cook Brown Road
Punta Gorda, FL 33982
239.543.4544 Tower
239.543.1105 Fax

PORT MANATEE PLANT 3

12165 U.S. 41 North
Palmetto, FL 34221
941.845.1138 Tower
941.721.3155 Fax

FORT MYERS PLANT 4

7121 Pennsylvania Street
Fort Myers, FL 33912
239.489.3320 Tower
239.489.9973 Fax

ODESSA PLANT 5

11603 S.R. 54
Odessa, FL 33556
727.375.5780 Tower
727.375.5750

TAMPA PLANT 6

6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

LARGO PLANT 7

1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

LAKE WALES PLANT 8

1800 Old Bartow Road
Lake Wales, FL 33859

AJAX MATERIALS

500 Gene Green Road
Nokomis, FL 34275
941.485.5301 Office
941.485.5264 Fax

www.ajaxpaving.com



Ajax Paving Industries of Florida, LLC
One Ajax Drive, North Venice, FL 34275
Ph (941) 486-3600 • Fax (941) 486-3500

Ajax Paving Industries of Florida, LLC. (642509)

Organization Attributes

Main Contact

Kara Coggins

Email

dsardella@ajaxpaving.com

Phone

941-486-3600

Fax

941-486-3500

Address

One Ajax Drive
North Venice, Florida, 34275
United States

Document Download

Complete

Bid Submission Information

Submission date

05/10/2021 09:26 AM EDT

Submitted By

kcoggins

Confirmation No

0000097359

Ajax Paving Industries of Florida, LLC.

Organization Number	642509	Address	One Ajax Drive North Venice, Florida, 34275 United States
Registration Date	08/12/2017	Phone	941-486-3600
Status	Active	Fax	941-486-3500
		Email	dsardella@ajaxpaving.com

Org **Working Categories** **Contacts** **Bids** **History** **Downloads** **Notifications**

[Ajax Paving Industries of Florida, LLC. Contact List](#)

Name ▲	Username	Contact Number	Job Title	City	State/Prov.
Kara Coggins 	dsardella	S8017201	Estimating	North Venice	Florida
Kara Coggins  	kcoggins	11709051	Administrative Assistant	North Venice	Florida

2 results found



**ZEPHYRHILLS MUNICIPAL AIRPORT
TAXIWAY A REHABILITATION
BID NO. 11-21-06**

BID FORM

CONTRACTOR Ajax Paving Industries of FL, LLC

INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	LINE TOTAL
1	C-105-1	Mobilization	LS	1	\$310,000.00	\$310,000.00
2	C-100-1	Contractor's Quality Control Program	LS	1	\$60,000.00	\$60,000.00
3	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	LS	1	\$20,000.00	\$20,000.00
4	C-103-1	Safety, Security, and Maintenance of Airport Operations	LS	1	\$160,000.00	\$160,000.00
5	C-104-1	Construction Survey	LS	1	\$82,000.00	\$82,000.00
6	P-101-1	Full-Depth Pavement Removal	SY	25,600	\$5.20	\$133,120.00
7	P-101-2	Cold Milling, 2" Nominal Depth	SY	8,150	\$3.00	\$24,450.00
8	P-101-3	Joint and Crack Repair	LF	6,000	\$5.00	\$30,000.00
9	P-152-1	Unclassified Excavation	CY	5,000	\$19.00	\$95,000.00
10	P-152-2	Stripping	SY	37,000	\$1.60	\$59,200.00
11	P-200-1	Base Course, 6" Depth	SY	19,650	\$12.50	\$245,625.00
12	P-401-1	Asphalt Surface Course	TON	5,825	\$138.00	\$803,850.00
13	P-401-2	Asphalt Leveling Course	TON	500	\$150.00	\$75,000.00
14	P-602-1	Emulsified Asphalt Prime Coat	GAL	4,950	\$3.00	\$14,850.00
15	P-603-1	Emulsified Asphalt Tack Coat	GAL	3,600	\$3.00	\$10,800.00
16	P-620-1	Pavement Marking, Permanent, Type III Beads	SF	4,250	\$2.65	\$11,262.50
17	P-620-2	Pavement Marking, Permanent, No Beads	SF	8,400	\$1.15	\$9,660.00
18	P-620-3	Pavement Marking, Temporary, No Beads	SF	4,250	\$3.60	\$15,300.00
19	P-620-4	Surface Preparation, Type A	SF	12,650	\$1.00	\$12,650.00
20	P-620-5	Surface Preparation, Type B	SF	2,300	\$1.40	\$3,220.00
21	P-620-6	Surface Preparation, Type C	SF	4,250	\$2.20	\$9,350.00



TAXIWAY A REHABILITATION
BID NO. 11-21-06
BID FORM
(CONTINUED)

CONTRACTOR **Ajax Paving Industries of FL, LLC**

22	T-904-1	Sodding	SY	44,150	\$4.00	\$176,600.00
23	SP-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities	LS	1	\$17,000.00	\$17,000.00
24	SP-105-1	Electrical Demolition	LS	1	\$17,000.00	\$17,000.00
25	L-108-1	1/C L-824 Type C-Unshielded #8 AWG 5 KV Stranded Copper Cable - Installed in Duct or Conduit	LF	22000	\$1.40	\$30,800.00
26	L-108-2	1/C #2 AWG Solid Copper Counterpoise Wire - Installed over Duct or Conduit	LF	14500	\$2.80	\$40,600.00
27	L-108-3	0.75" Diameter by 10.00' Long Copper Clad Steel Sectional Ground Rod	EA	510	\$113.00	\$57,630.00
28	L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	13000	\$5.70	\$74,100.00
29	L-110-2	6 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	300	\$28.50	\$8,550.00
30	L-110-3	1 Way 2" Schedule 40 PVC Concrete Encased Duct	LF	700	\$13.65	\$9,555.00
31	L-110-4	1 Way 4" Split Duct	LF	500	\$28.50	\$14,250.00
32	L-115-1	Junction Can Plaza – Six Can	EA	1	\$14,200.00	\$14,200.00
33	L-125-1	L-858(L) Sign – Single/Double Face, LED, Size 2 - 2 Module	EA	8	\$8,000.00	\$64,000.00
34	L-125-2	L-858(L) Sign – Single/Double Face, LED, Size 2 - 3 Module	EA	10	\$9,000.00	\$90,000.00
35	L-125-3	New Sign Panel	EA	32	\$1,130.00	\$36,160.00
36	L-125-4	L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light	EA	157	\$1,760.00	\$276,320.00
37	L-125-5	Field Lightning Arrestor Assembly	EA	9	\$850.00	\$7,650.00
TOTAL BID						\$3,119,752.50

TOTAL BID (WRITTEN IN WORDS):

Three million one hundred nineteen thousand seven hundred fifty two dollars and fifty cents

DOLLARS AND CENTS



Guy Hurley, LLC - Holly Nichols

Bond Number: SFL21750291**Contractor Information****Principal:** Ajax Paving Industries of Florida, LLC. 941-486-3600**Address:** One Ajax Drive North Venice Florida 34275 United States**Owner/Obligee Information****Bond Form:** Bid Bond in accordance with Contract Specifications**Owner/Obligee:** City of Zephyrhills**Address:** 5335 8th Street Zephyrhills Florida 33542 United States**Bond Information****Bid Date:** 5/7/2021**Surety:** Liberty Mutual Insurance Company**Rider Present:** [Click here to view](#)**Estimated Contract Price:** \$3,200,000.00**Time For Completion:** 283 days**Liquidated Damages:** \$1,000/a day**Estimated Work On Hand:****Amount of Bid Security:** 5%**Contract ID Number:** 11-21-06**Description of Job:** Taxiway A Rehabilitation**Job Breakdown:****Electronic Bidding Information****Bid Security Percentage:** 5**Bid Security Maximum:****Contractor's State Vendor ID Number:** CGC1516738**Primary Agency:**

Guy Hurley, LLC

Agency Power of Attorney Limited to: No Stated Limit

Executed**Bond Entered By:** Holly Nichols - 4/30/2021 11:09:39 AM ET**Bond Approved & Executed By:** Holly Nichols - 4/30/2021 11:09:50 AM ET

Know all men by these presents that Liberty Mutual Insurance Company, a Corporation duly organized under the laws of the State of Massachusetts, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

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ZEPHYRHILLS MUNICIPAL AIRPORT

ADDENDUM NUMBER ONE

TO THE

**BID DOCUMENTS PACKAGE
DATED APRIL 2021**

FOR

TAXIWAY A REHABILITATION

**CITY PROJECT NO.
11-21-06**

ZEPHYRHILLS, FLORIDA

**The Documents Covering the Above Described Work
Were Prepared By:**

**AVCON, INC.
5110 Sunforest Drive, Suite 140
Tampa, Florida 33634
(Tel) 813.321.5588**

ADDENDUM NO. 1 – DATE: April 23, 2021

Note: The bidder shall note receipt on Page 32 “Addenda
Receipt Acknowledgement.”

ADDENDUM NUMBER 1

Zephyrhills Municipal Airport Taxiway A Rehabilitation April 23, 2021

PRE-BID MEETINGS

1. The Pre-Bid Meeting attendees are issued with this Addendum (attached).
2. The Pre-Bid Site Visit attendees are issued with this Addendum (attached).

REVISIONS TO PROJECT MANUAL

1. Proposal Form (Pages PF-1 through PF-6) is reissued with this Addendum. Bidders should replace previous version with the version included with this Addendum when preparing a bid.
2. Buy American Certification Form (Page 100-4) is reissued with this Addendum. Bidders should replace previous version with the version included with this Addendum when preparing a bid.

REVISIONS TO DRAWINGS

1. **Sheet G001** – Index of Drawings and Summary of Quantities

Sheet G001 has been revised to reflect Cross Section sheet number revisions described below.

2. **Sheets C101, C102, and C105** – Typical Sections

Sheets C101, C102, and C105 have been revised to indicate intended 2" overlay lift.

3. **Sheets C601 through C627** – Cross Sections

Remove Sheets C601 through C625. Replace with new sheets C601 through C627 attached to this addendum. No revisions to grading have been made in this addendum. Refer to revised sheets C609 and C610 for new cross section information.

CLARIFICATION

1. Form revisions listed in "Revisions to Project Manual" above reflect a revision in the FAA AIP grant number associated with the project. No other revisions to the forms have been made.

ATTACHMENTS

- Pre-Bid Meeting Participants
- Pre-Bid Site Visit Participants
- Revised Proposal Form
- Revised Buy American Certification Form
- Revised Sheets G001, C101, C102, and C105
- Reissued sheets C601 through C625
- Issued new sheets C626 and C627

END OF ADDENDUM NO. 1

11-21-06 Taxiway A Rehabilitation
Teleconference 4-19-2021 @ 11 AM

Participant	Company Name	Address			Phone	Mobile	Email
David Weeks	C.W. Roberts Contracting	2102 Jim Johnson Rd	Plant City	FL 33566	813-756-2009		dweeks@cwrcontracting.com
	Asphalt Paving Systems	9021 Wire Rd	Zephyrhills	FL 33540	813-788-0010		
Michael Coppage	AVCON	Project Leader					
Nathan Coleman	City of Zephyrhills	Airport Manager					
Karen Miller	City of Zephyrhills	Purchasing Agent					kmiller@ci.zephyrhills.fl.us

**DIVISION I (CONTRACT FORMS)
PROPOSAL FORM**

PROJECT:

NAME OF BIDDER: (Type or Print)

TAXIWAY A REHABILITATION

FAA AIP No. 3-12-0089-023-2020

CITY BID No. 11-21-06

TO:

The undersigned declares that no person employed by the City of Zephyrhills, (herein referred to as Owner) is pecuniarily interested in this proposal, or in the contract or the work which he proposed to do; that he has carefully examined the contract and the specifications and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done and carefully estimated on the work. He understands that the Owner, its agents, and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans of underground structures relating to the work, and that if they have been given or made, they are to be considered solely as a base for filling out and preparing several proposals.

The undersigned proposes to furnish all labor, equipment material required for the above outlined construction at the airport known as Zephyrhills Municipal Airport located in Pasco County, Florida, in accordance with the accompanying specifications and plans prepared for the Owner for the sums specified herein, subject to additions and deductions according to the specifications and in all respects to the terms thereof.

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified. It is understood that the Owner reserves the right to accept or reject any or all bids and waive formalities.

It is agreed that the description under each item, being stated, implies although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals and constitute bidder's obligations as described in the specifications, and any details not specifically mentioned, by evidently included in the contract shall be compensated for in the item which most logically includes it.

It is understood that this proposal is submitted for the purpose of obtaining the work included in the subject project at the Zephyrhills Municipal Airport, Pasco County, Florida.

Said work includes the following primary items:

- **Taxiway A Rehabilitation**

The bidder expressly agrees that should environmental permits not be granted for items contingent on their receipt, the Owner may delete those items from the Contract without Supplemental Agreement or Change Order. In this event, the bidder agrees that the unit prices for non-environmentally contingent items will remain unchanged and that no claims relating to the deletion of items contingent on environmental permitting will be made.

The bidder's attention is called to the fact that the estimate of quantities of work to be done and materials to be furnished under these Specifications, as shown on the proposal form is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. The Owner reserves the right to increase or diminish any or all of the above-mentioned quantities or work and to omit any of them as it may deem necessary. The Contractor further agrees to accept the "Unit Bid" prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work.

The bidder agrees that this proposal will remain valid and in full force and effect for a minimum period of one hundred twenty (120) days following the official bid opening date.

The bidder agrees that within ten (10) days of receipt of written notice of an award of the contract that we will execute the standard contract form, in accordance with the bids as accepted, and will furnish the required performance bond, a payment bond and insurance affidavits with good and sufficient surety or sureties, as required by the Specifications.

The bidder further agrees that if awarded the contract, he will commence work within ten (10) days of the date of receipt of the "Notice to Proceed," provide the necessary plant and equipment as required by the work of the project, and that he will fully complete the work ready for use within the contract time specified following the date of receipt of a "Notice to Proceed."

It is understood that, for each calendar day that any work remains uncompleted after the contract time has expired (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME), the sum of One Thousand (\$1,000.00) Dollars per calendar day as liquidated damages will be deducted from any money due or to become due to the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Acknowledge receipt of Project Addenda on Page 31 of the City Contract Documents.

TOTAL BID

For all Work required in accordance with the applicable drawings, Specifications and other Contract Documents including the cost of the required Bonds and Insurances, the undersigned submits the following:

Total Bid: _____
_____ and ____/100 DOLLARS (\$_____)

The Contract will be awarded based on the lowest, responsive, responsible bidder.

Enclosed is security as required, consisting of (cash, certified check or bid bond) payable to the City of Zephyrhills in the amount of _____. This amount equals five percent of the total amount of the Total Bid.

Dated, _____, 20__.

Legal Name of Person, Firm, or Corporation.

By: _____

(Title)

(Business Address)

IF A CORPORATION

NAME

ADDRESS

_____	, President	_____
_____	, Secretary	_____
_____	, Treasurer	_____

IF A PARTNERSHIP

NAME

ADDRESS

_____	,	_____
_____	,	_____
_____	,	_____

AFFIDAVIT

The following affidavit must be executed in order that your quotation may be considered.

STATE OF _____
COUNTY OF _____

_____ of lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying Quotation of behalf of the Contractor therein named, and that he had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having to its object the controlling of the price or amount of such quotation or any quotations, the limiting of the Quotation or Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the contract or any of the subject matter or the Quotations, or of the profits thereof, and that he has not and will not divulge the sealed Quotation to any person whomsoever, except those having a partnership or other financial interest with him in said Quotation or Quotations, until after the sealed Quotation or Quotations are opened.

[Signature]

[Date]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) _____ by (name of person acknowledging) _____, who is personally known to me or who has produced (type of identification) _____ as identification.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

[NOTARY SEAL]

NOTARY PUBLIC - SIGNATURE

NAME TYPED, PRINTED OR STAMPED

MY COMMISSION EXPIRES

PAGE INTENTIONALLY LEFT BLANK

Buy American Certification
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	Taxiway A Rehabilitation
AIRPORT NAME:	Zephyrhills Municipal Airport
AIP NUMBER:	3-12-0089-023-2020

This solicitation and any resulting contract are subject to the Buy American requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
- (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - B. Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

Please note that approval of waivers listed under (b) (1) & (2) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices. A listing of Equipment and Products that have been approved and on the national waiver list may be located at: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

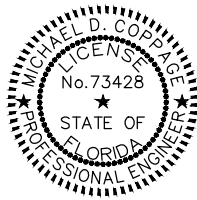
As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy American provision by selecting one of the following certification statements.

- ☐ **The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.**
- ☐ **The bidder hereby certifies that it cannot fully comply with the Buy American preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within _____ calendar days of the date of the notice of apparent low bid.**

Bidder's Firm Name

Date

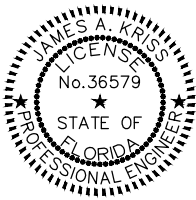
Signature



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL D. COPPAGE ON THE DATE ADJACENT TO THE SEAL USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15--23.004, F.A.C.:

INDEX OF DRAWINGS	
DWG NO.	DRAWING TITLE
G000	COVER SHEET
G001	INDEX OF DRAWINGS AND SUMMARY OF QUANTITIES
G002	GENERAL NOTES
G010	CONTRACT LAYOUT PLAN
G100	OVERALL CONSTRUCTION SAFETY AND PHASING PLAN
G101	CONSTRUCTION SAFETY AND PHASING PLAN -- PHASE 1
G102	CONSTRUCTION SAFETY AND PHASING PLAN -- PHASE 2
G103	CONSTRUCTION SAFETY AND PHASING PLAN -- PHASE 3
G104	CONSTRUCTION SAFETY AND PHASING PLAN -- PHASE 4
G201	CONSTRUCTION SAFETY AND PHASING NOTES
G202	CONSTRUCTION SAFETY AND PHASING DETAILS
C001	SURVEY CONTROL PLAN
C002	GEOTECHNICAL INVESTIGATION PLAN
C003	GEOTECHNICAL INVESTIGATION DATA (1 OF 2)
C004	GEOTECHNICAL INVESTIGATION DATA (2 OF 2)
C011	EXISTING CONDITIONS (1 OF 6)
C012	EXISTING CONDITIONS (2 OF 6)
C013	EXISTING CONDITIONS (3 OF 6)
C014	EXISTING CONDITIONS (4 OF 6)
C015	EXISTING CONDITIONS (5 OF 6)
C016	EXISTING CONDITIONS (6 OF 6)
C101	TYPICAL SECTIONS (1 OF 6)
C102	TYPICAL SECTIONS (2 OF 6)
C103	TYPICAL SECTIONS (3 OF 6)
C104	TYPICAL SECTIONS (4 OF 6)
C105	TYPICAL SECTIONS (5 OF 6)
C106	TYPICAL SECTIONS (6 OF 6)
C107	PAVING DETAILS
C201	EROSION CONTROL PLAN (1 OF 2)
C202	EROSION CONTROL PLAN (2 OF 2)
C203	EROSION CONTROL NOTES AND DETAILS
C301	DEMOLITION PLAN (1 OF 6)
C302	DEMOLITION PLAN (2 OF 6)
C303	DEMOLITION PLAN (3 OF 6)
C304	DEMOLITION PLAN (4 OF 6)
C305	DEMOLITION PLAN (5 OF 6)
C306	DEMOLITION PLAN (6 OF 6)
C401	GEOMETRY AND PAVING PLAN (1 OF 6)
C402	GEOMETRY AND PAVING PLAN (2 OF 6)
C403	GEOMETRY AND PAVING PLAN (3 OF 6)
C404	GEOMETRY AND PAVING PLAN (4 OF 6)
C405	GEOMETRY AND PAVING PLAN (5 OF 6)
C406	GEOMETRY AND PAVING PLAN (6 OF 6)
C407	GEOMETRY DATA TABLES
C501	GRADING AND DRAINAGE PLAN (1 OF 6)
C502	GRADING AND DRAINAGE PLAN (2 OF 6)
C503	GRADING AND DRAINAGE PLAN (3 OF 6)
C504	GRADING AND DRAINAGE PLAN (4 OF 6)
C505	GRADING AND DRAINAGE PLAN (5 OF 6)
C506	GRADING AND DRAINAGE PLAN (6 OF 6)
C511	TAXIWAY PROFILES (1 OF 4)
C512	TAXIWAY PROFILES (2 OF 4)
C513	TAXIWAY PROFILES (3 OF 4)
C514	TAXIWAY PROFILES (4 OF 4)



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAMES A. KRISS ON THE DATE ADJACENT TO THE SEAL USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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INDEX OF DRAWINGS	
DWG NO.	DRAWING TITLE
E000	FOREIGN OBJECT DEBRIS (FOD) CONTROL
E001	AIRFIELD ELECTRICAL GENERAL NOTES
E002	AIRFIELD ELECTRICAL SYMBOL LEGEND
E003	AIRFIELD ELECTRICAL KEYPLAN
E101	AIRFIELD ELECTRICAL DEMOLITION PLAN (1 OF 7)
E102	AIRFIELD ELECTRICAL DEMOLITION PLAN (2 OF 7)
E103	AIRFIELD ELECTRICAL DEMOLITION PLAN (3 OF 7)
E104	AIRFIELD ELECTRICAL DEMOLITION PLAN (4 OF 7)
E105	AIRFIELD ELECTRICAL DEMOLITION PLAN (5 OF 7)
E106	AIRFIELD ELECTRICAL DEMOLITION PLAN (6 OF 7)
E107	AIRFIELD ELECTRICAL DEMOLITION PLAN (7 OF 7)
E201	AIRFIELD ELECTRICAL LIGHTING PLAN (1 OF 7)
E202	AIRFIELD ELECTRICAL LIGHTING PLAN (2 OF 7)
E203	AIRFIELD ELECTRICAL LIGHTING PLAN (3 OF 7)
E204	AIRFIELD ELECTRICAL LIGHTING PLAN (4 OF 7)
E205	AIRFIELD ELECTRICAL LIGHTING PLAN (5 OF 7)
E206	AIRFIELD ELECTRICAL LIGHTING PLAN (6 OF 7)
E207	AIRFIELD ELECTRICAL LIGHTING PLAN (7 OF 7)
E301	AIRFIELD ELECTRICAL CIRCUITING PLAN (1 OF 7)
E302	AIRFIELD ELECTRICAL CIRCUITING PLAN (2 OF 7)
E303	AIRFIELD ELECTRICAL CIRCUITING PLAN (3 OF 7)
E304	AIRFIELD ELECTRICAL CIRCUITING PLAN (4 OF 7)
E305	AIRFIELD ELECTRICAL CIRCUITING PLAN (5 OF 7)
E306	AIRFIELD ELECTRICAL CIRCUITING PLAN (6 OF 7)
E307	AIRFIELD ELECTRICAL CIRCUITING PLAN (7 OF 7)
E501	ELEVATED FIXTURE DETAIL
E502	ELEVATED PRECAST FIXTURE DETAIL
E503	SIGN NOTES AND DETAILS
E504	SIGN SCHEDULE (1 OF 2)
E505	SIGN SCHEDULE (2 OF 2)
E506	SIGN DETAIL (1 OF 2)
E507	SIGN DETAIL (2 OF 2)
E508	JUNCTION CAN DETAIL
E509	JUNCTION CAN PLAZA DETAIL
E510	DUCT DETAILS
E511	WIRING DETAILS
E512	LIGHTNING ARRESTOR DETAILS (1 OF 2)
E513	LIGHTNING ARRESTOR DETAILS (2 OF 2)
E514	UTILITY PROTECTION DETAIL
E515	TEMPORARY LIGHTING DETAIL

SUMMARY OF QUANTITIES

PAY ITEM	DESCRIPTION	QUANTITY	UNIT
C-105-1	MOBILIZATION	1	LS
C-100-1	CONTRACTOR'S QUALITY CONTROL PROGRAM	1	LS
C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS
C-103-1	SAFETY, SECURITY, AND MAINTENANCE OF AIRPORT OPERATIONS	1	LS
C-104-1	CONSTRUCTION SURVEY	1	LS
P-101-1	FULL-DEPTH PAVEMENT REMOVAL	25,600	SY
P-101-2	COLD MILLING, 2" NOMINAL DEPTH	8,150	SY
P-101-3	JOINT AND CRACK REPAIR	6,000	LF
P-152-1	UNCLASSIFIED EXCAVATION	5,000	CY
P-152-2	STRIPPING	37,000	SY
P-200-1	BASE COURSE, 6" DEPTH	19,650	SY
P-401-1	ASPHALT SURFACE COURSE	5,825	TON
P-401-2	ASPHALT LEVELING COURSE	500	TON
P-602-1	EMULSIFIED ASPHALT PRIME COAT	4,950	GAL
P-603-1	EMULSIFIED ASPHALT TACK COAT	3,600	GAL
P-620-1	PAVEMENT MARKING, PERMANENT, TYPE III BEADS	4,250	SF
P-620-2	PAVEMENT MARKING, PERMANENT, NO BEADS	8,400	SF
P-620-3	PAVEMENT MARKING, TEMPORARY, NO BEADS	4,250	SF
P-620-4	SURFACE PREPARATION, TYPE A	12,650	SF
P-620-5	SURFACE PREPARATION, TYPE B	2,300	SF
P-620-6	SURFACE PREPARATION, TYPE C	4,250	SF
T-904-1	SODDING	44,150	SY
SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	1	LS
SP-105-1	ELECTRICAL DEMOLITION	1	LS
L-108-1	1/C L-824 TYPE C-UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE -- INSTALLED IN DUCT OR CONDUIT	22,000	LF
L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE WIRE -- INSTALLED OVER DUCT OR CONDUIT	14,500	LF
L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	510	EA
L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	13,000	LF
L-110-2	6 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	300	LF
L-110-3	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	700	LF
L-110-5	1 WAY 4" SPLIT DUCT	500	LF
L-115-1	JUNCTION CAN PLAZA --SIX CAN	1	EA
L-125-2	L-858(L) SIGN -- SINGLE/DOUBLE FACE, LED, SIZE 2 -- 2 MODULE	9	EA
L-125-3	L-858(L) SIGN -- SINGLE/DOUBLE FACE, LED, SIZE 2 -- 3 MODULE	9	EA
L-125-4	NEW SIGN PANEL	32	EA
L-125-5	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT	157	EA
L-125-6	FIELD LIGHTNING ARRESTOR ASSEMBLY	9	EA



AVCON, INC.
ENGINEERS & PLANNERS
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TAXIWAY A
REHABILITATION

ZEPHYRHILLS
MUNICIPAL AIRPORT
ZEPHYRHILLS, FLORIDA

INDEX OF DRAWINGS
AND SUMMARY OF
QUANTITIES

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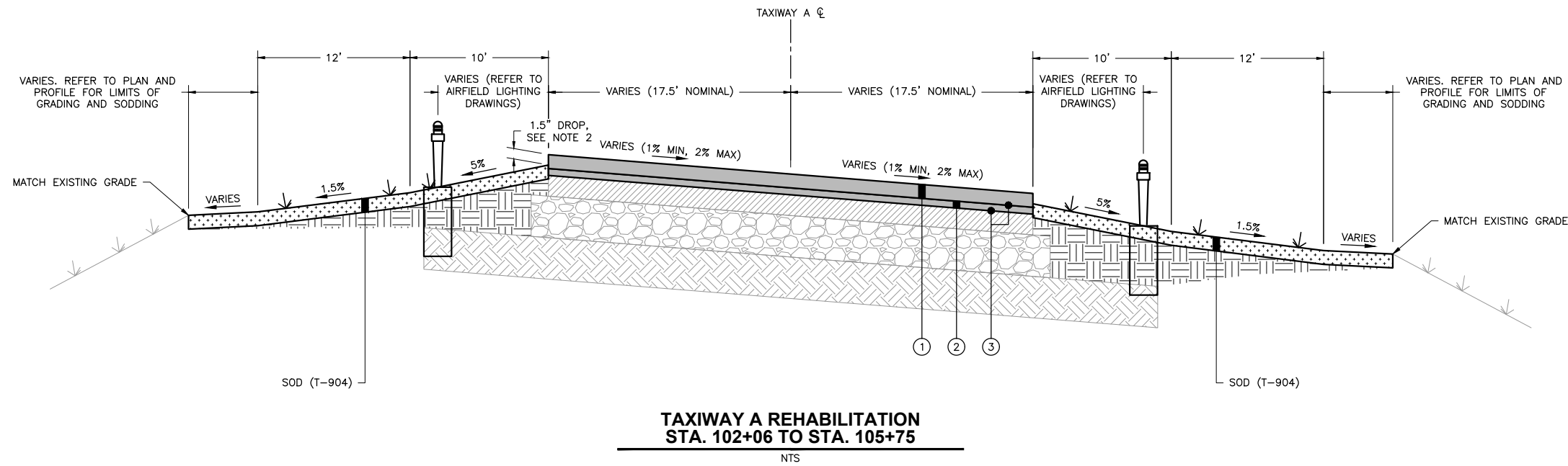
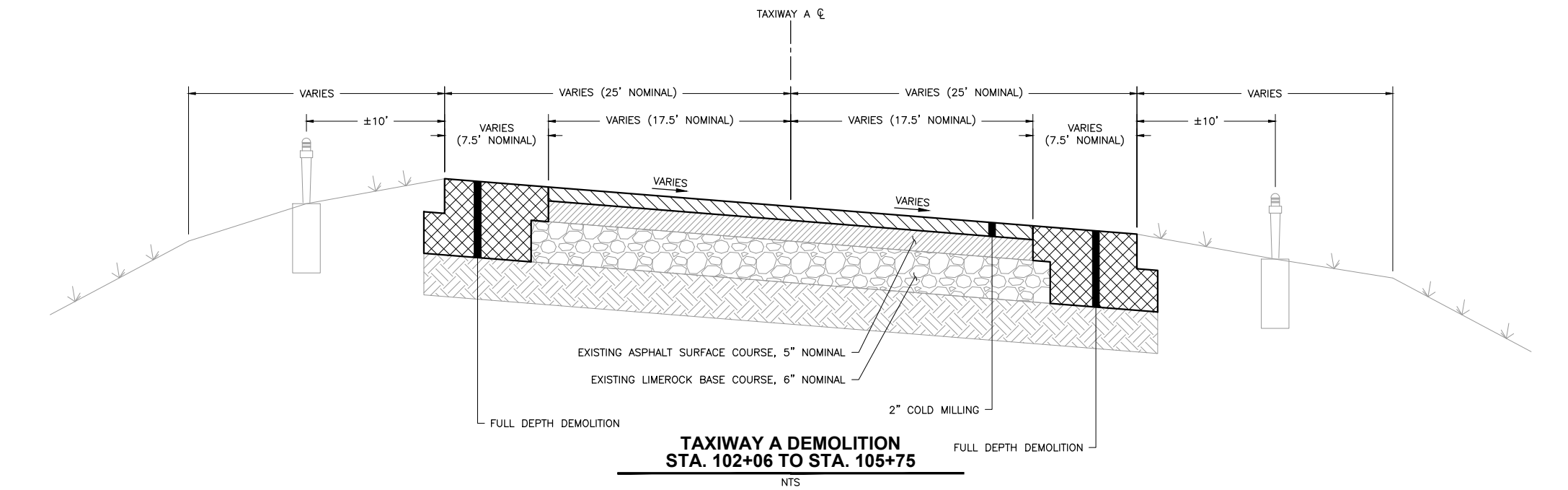
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Δ	4-23-21	MDC	ADDENDUM 1

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DRAWN BY: MDC
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_G001

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G001

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LEGEND

① 2" ASPHALT SURFACE COURSE (P-401, GRADATION 2)

② VARIABLE DEPTH ASPHALT LEVELING COURSE (P-401, GRADATION 3)

③ EMULSIFIED ASPHALT TACK COAT

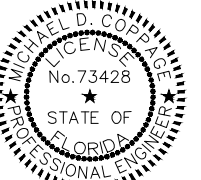
NOTES

1. STATIONING SHOWN ON TYPICAL SECTIONS IS APPROXIMATE. REFER TO DEMOLITION, GEOMETRY AND PAVING, AND GRADING PLANS FOR ADDITIONAL INFORMATION ON LIMITS OF PAVEMENT WORK, GRADING AND SLOPES.

2. 1.5" DROP HAS A TOLERANCE OF $\pm 1/2$ INCH. IF A DROP OF LESS THAN 1 INCH OR MORE THAN 2 INCHES IS FOUND IN ANY LOCATION, THE CONTRACTOR SHALL REMOVE SOD, REGRADE AS NECESSARY, AND REPLACE SOD. THIS REWORK, WHERE REQUIRED, WILL BE AT THE CONTRACTOR'S EXPENSE.



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**TYPICAL SECTIONS (1
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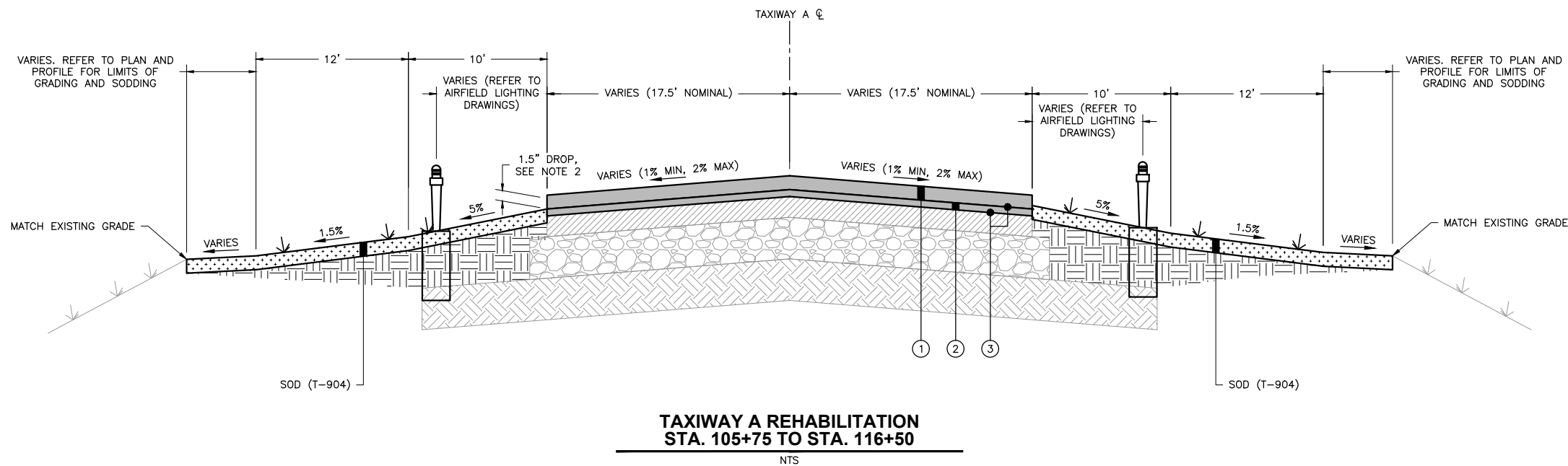
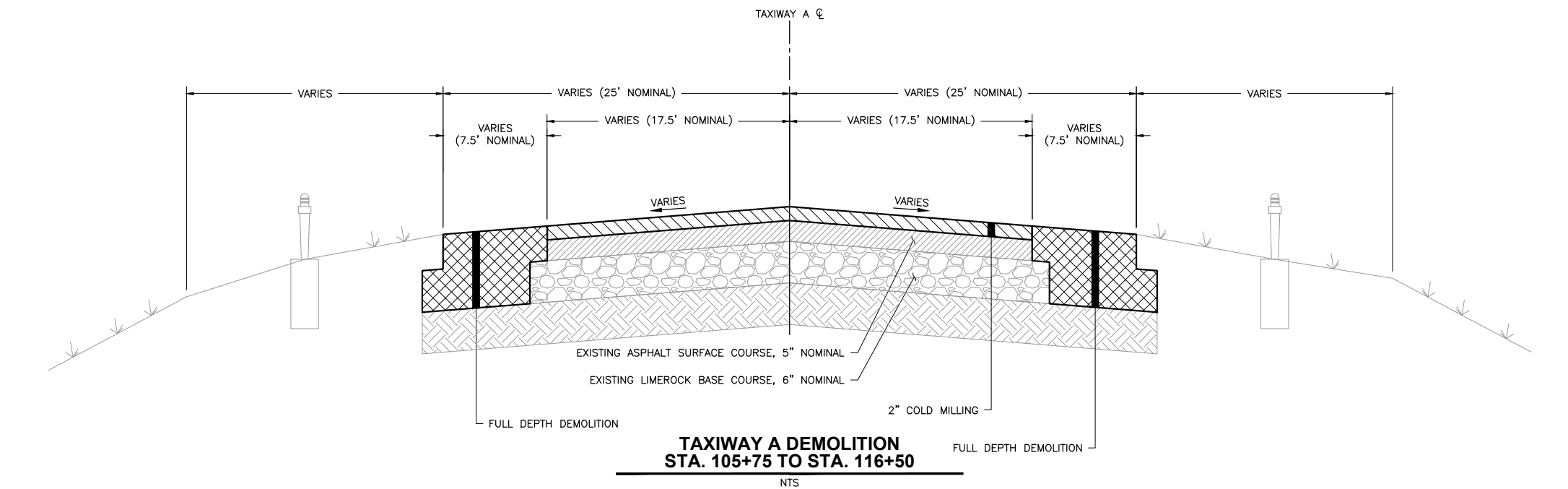
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LEGEND

① 2" ASPHALT SURFACE COURSE (P-401, GRADATION 2)

② VARIABLE DEPTH ASPHALT LEVELING COURSE (P-401, GRADATION 3)

③ EMULSIFIED ASPHALT TACK COAT

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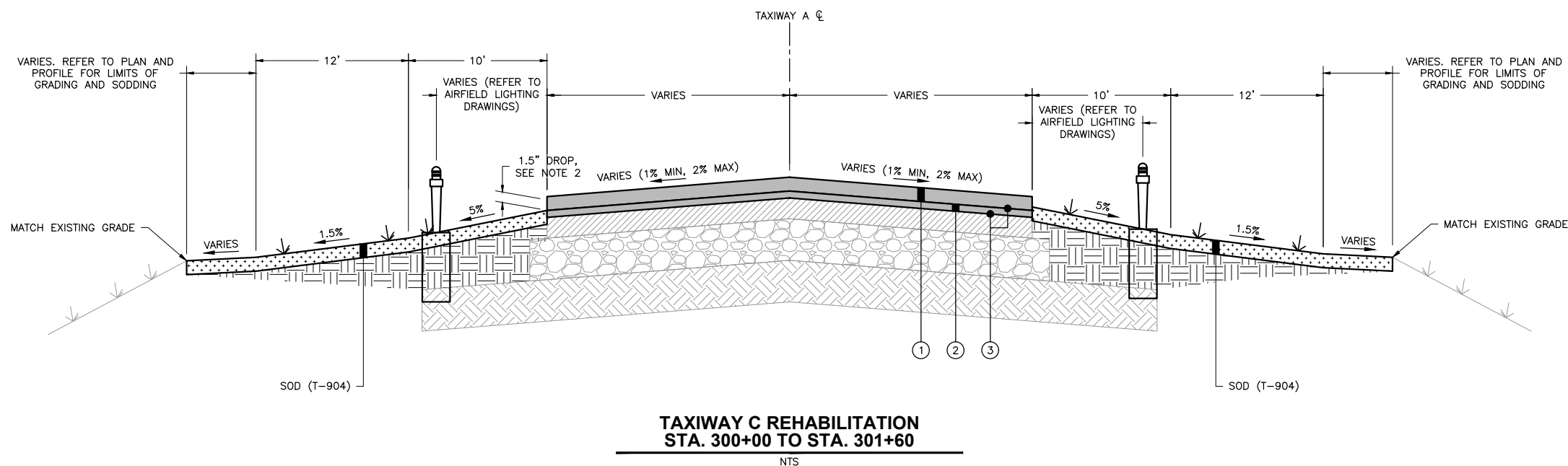
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LEGEND

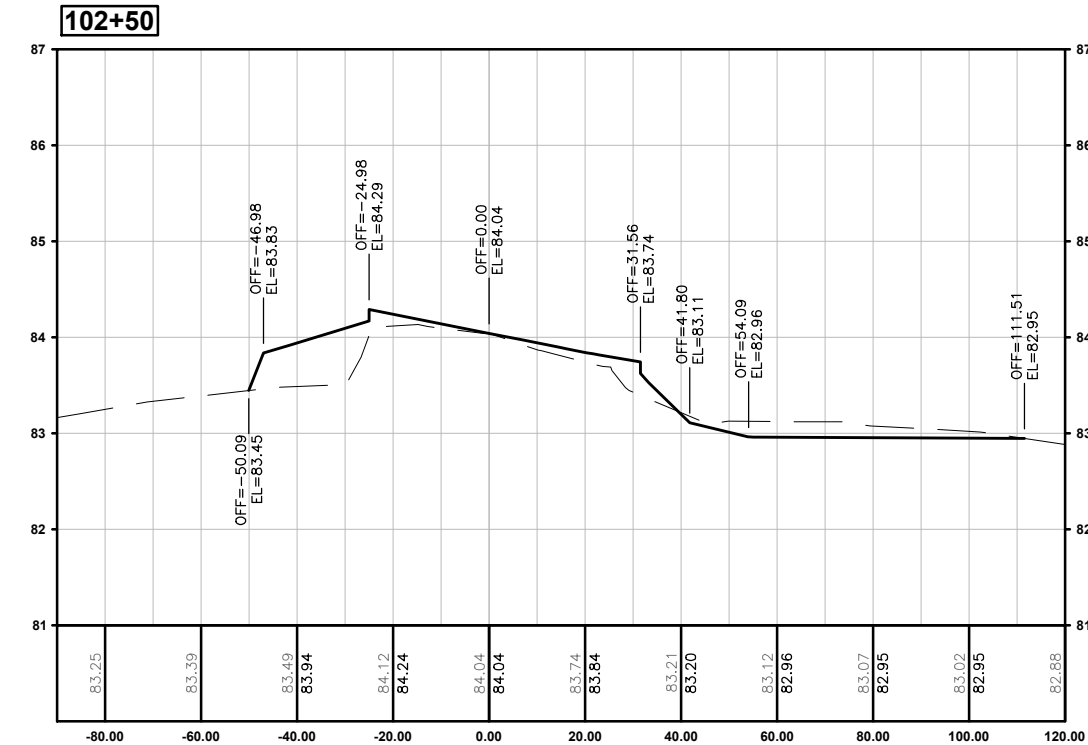
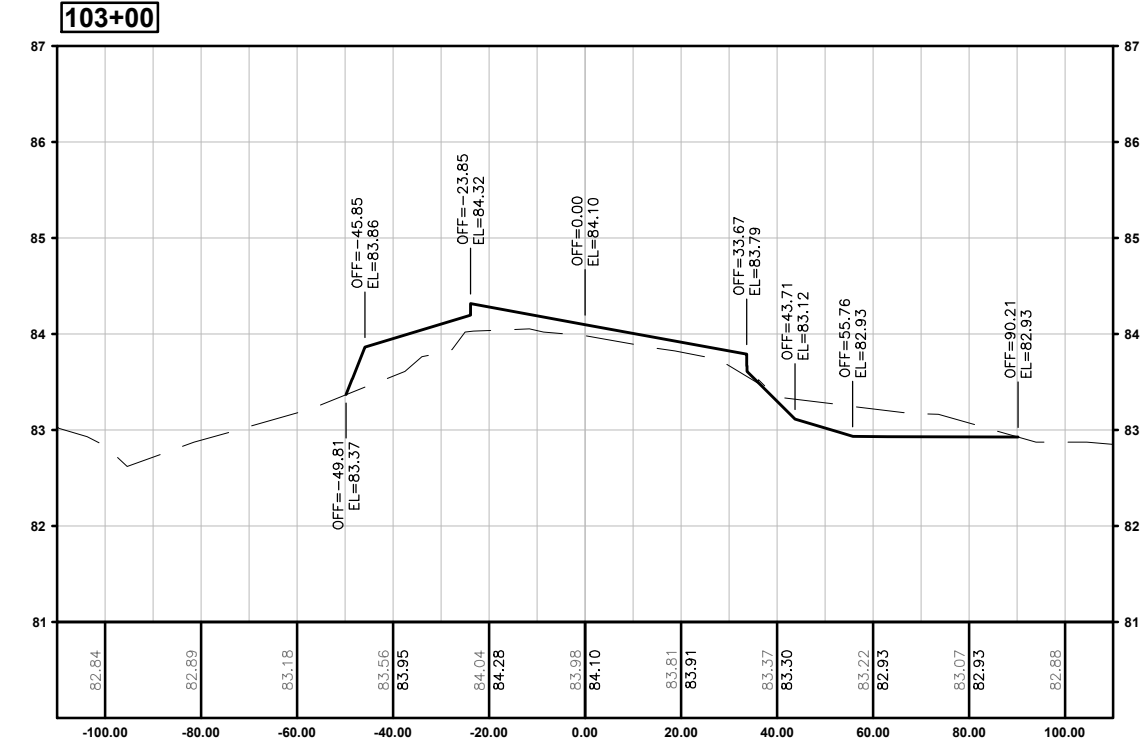
- ① 2" ASPHALT SURFACE COURSE (P-401, GRADATION 2)
- ② VARIABLE DEPTH ASPHALT LEVELING COURSE (P-401, GRADATION 3)
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Page 198 of 634

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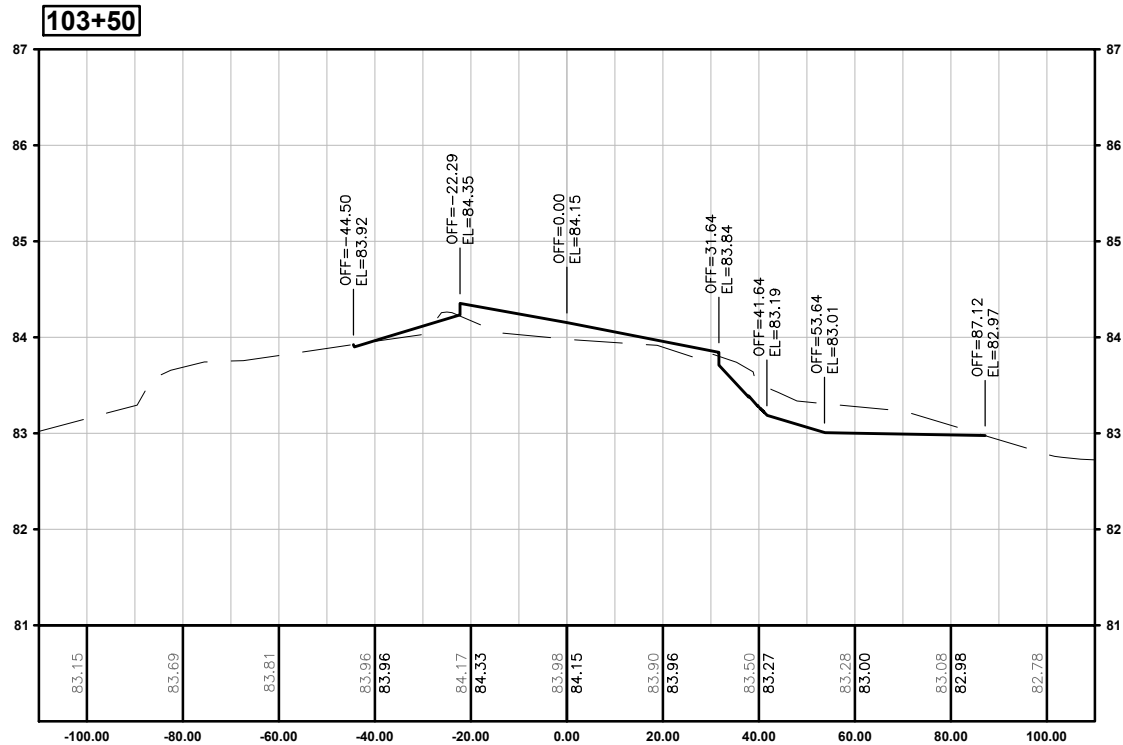
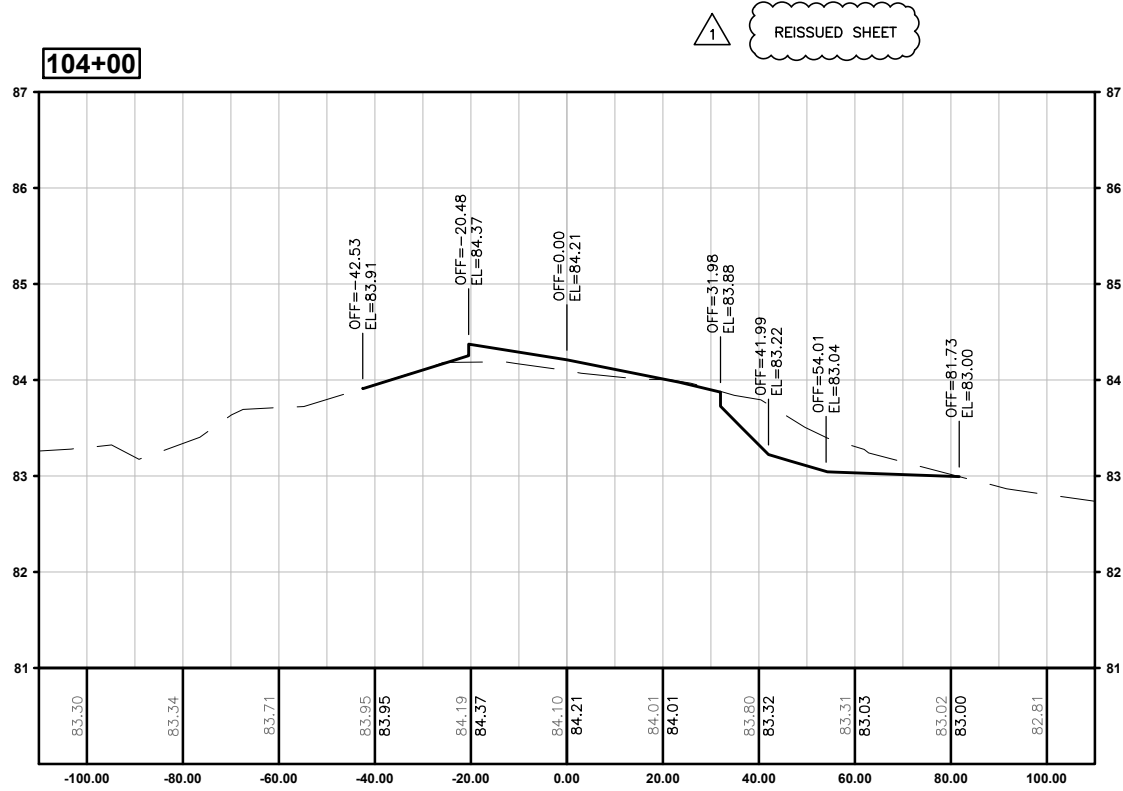
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— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

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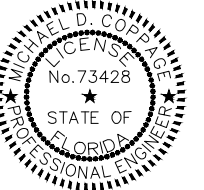
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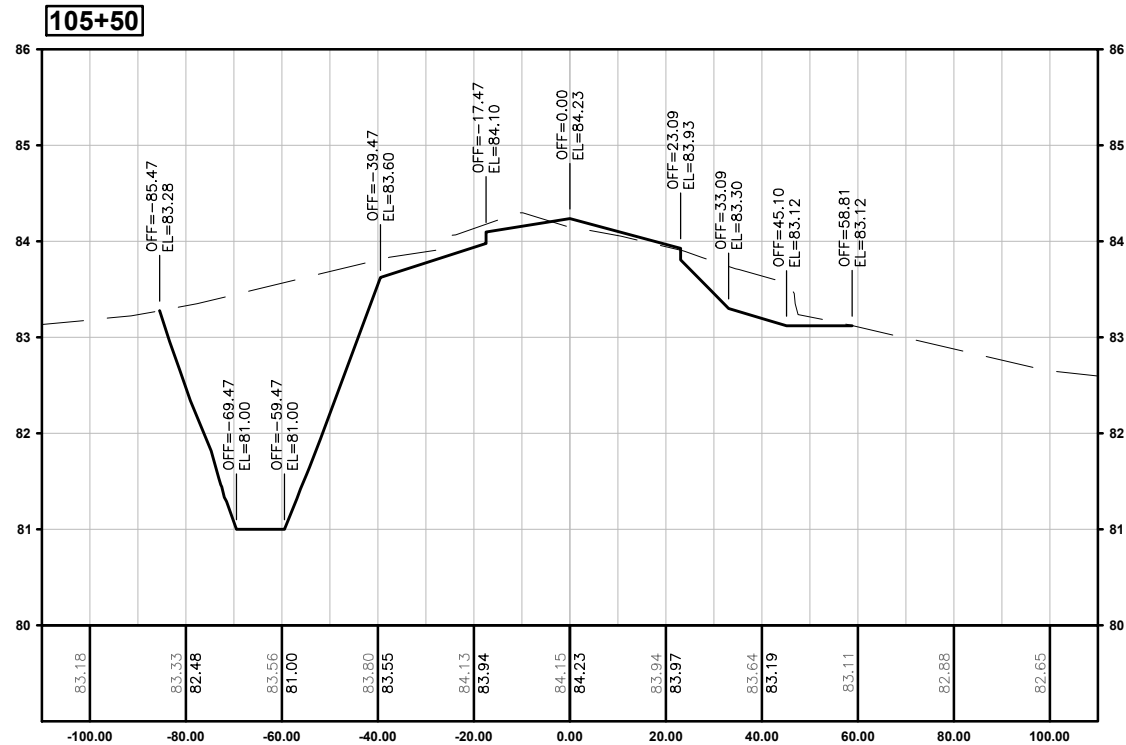
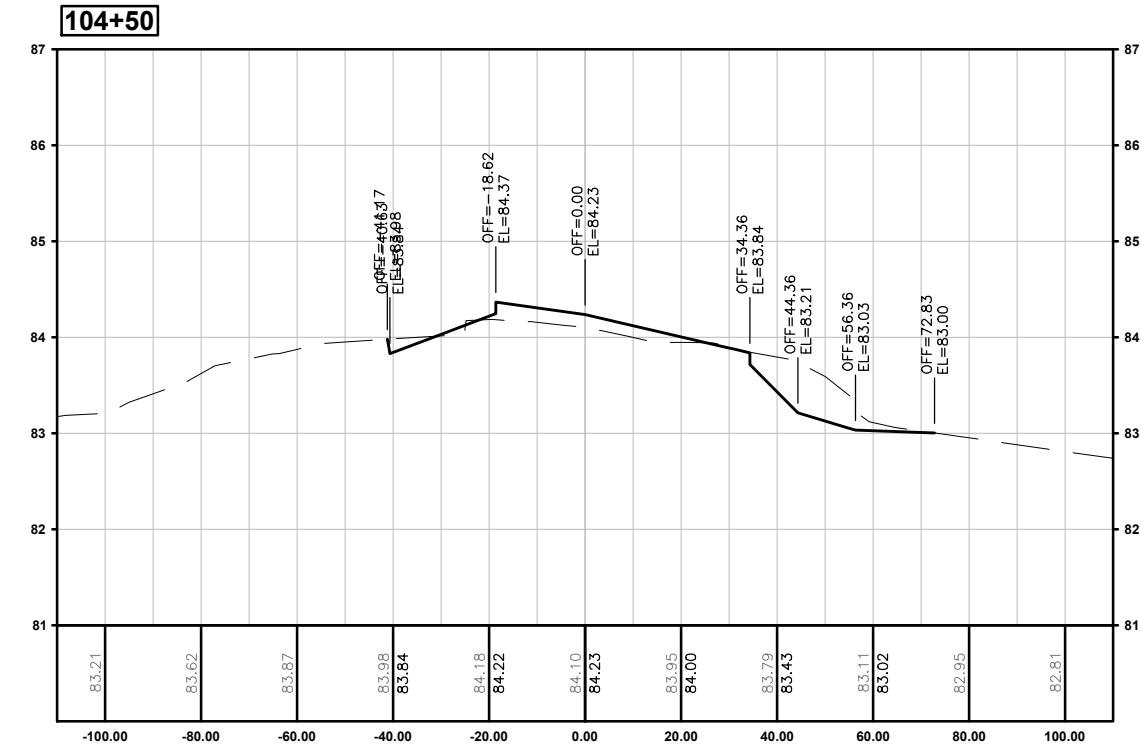
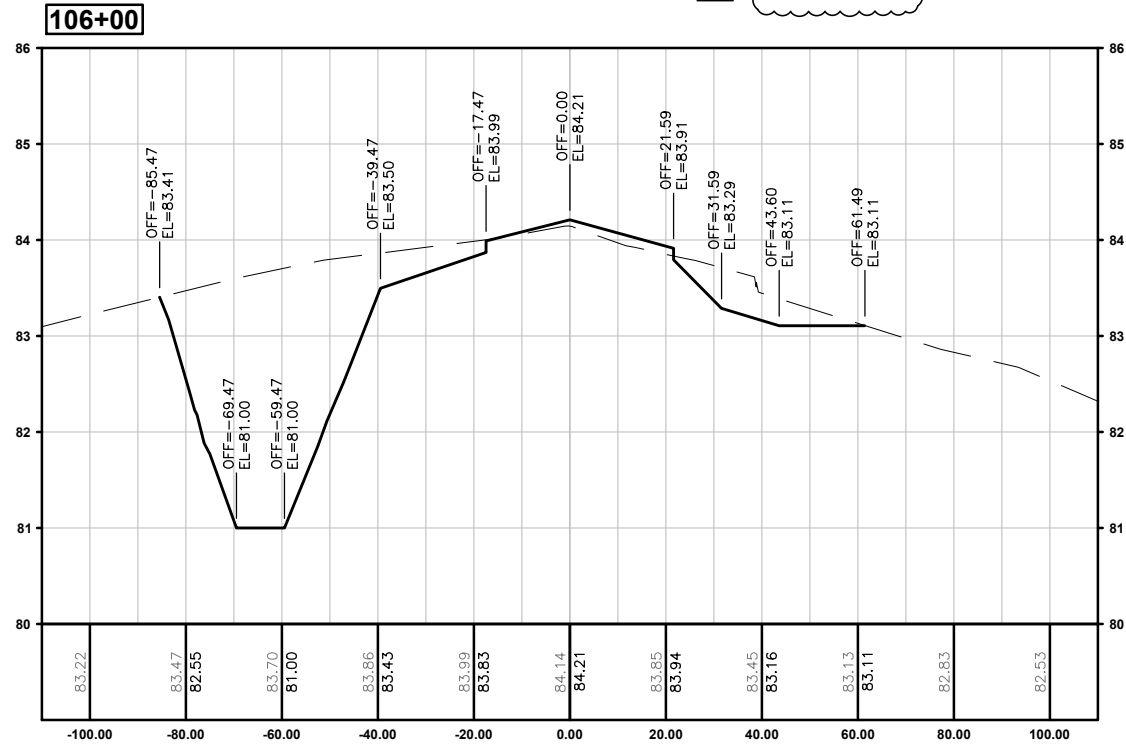
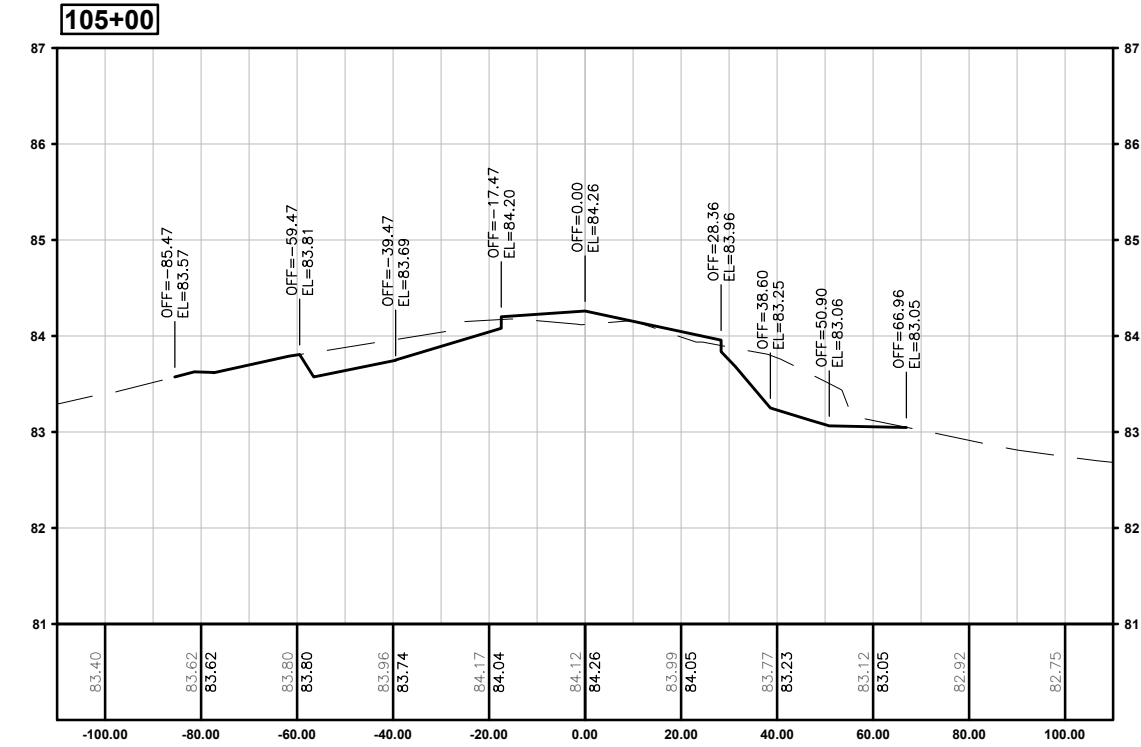
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DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C601-C605

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LEGEND

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— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

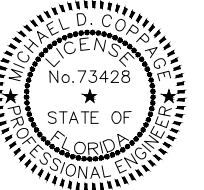
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1 0.5 0 1
VERTICAL SCALE IN FEET

1 REISSUED SHEET



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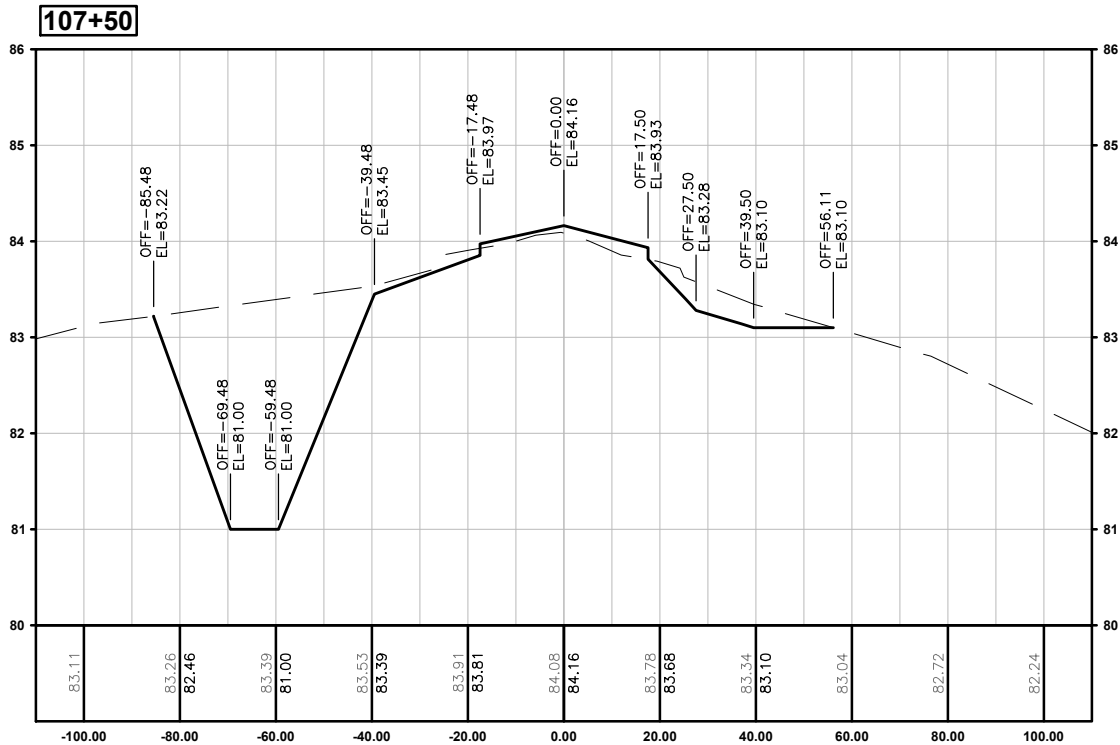
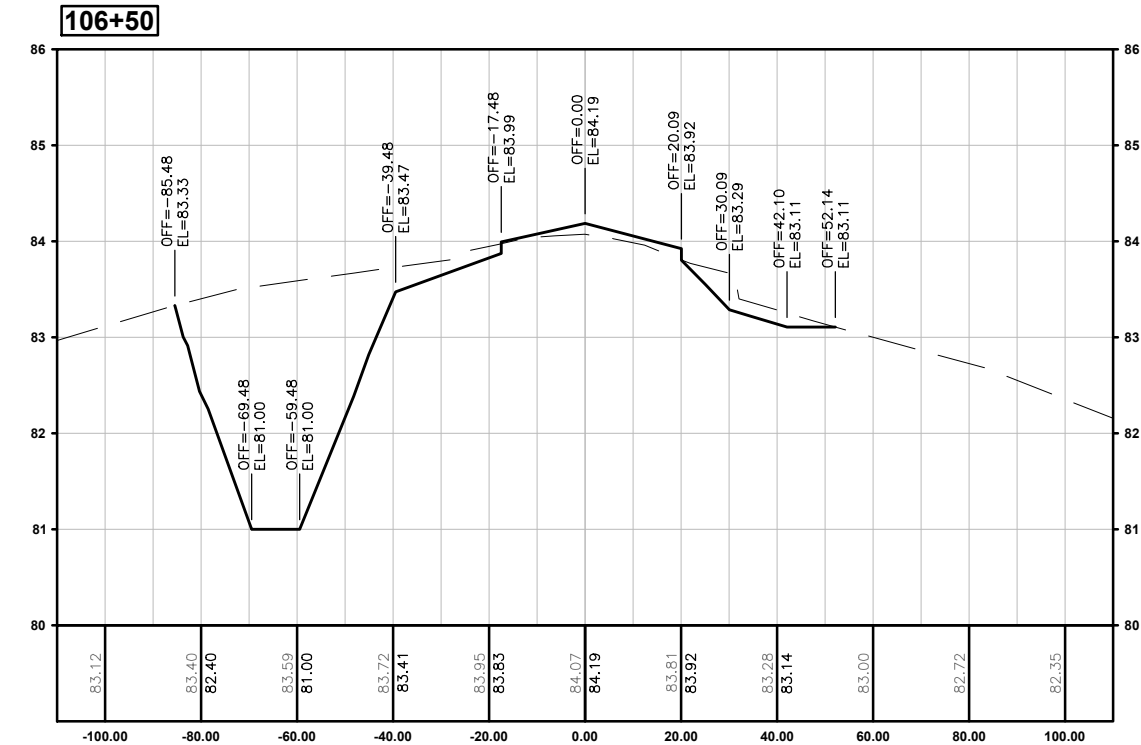
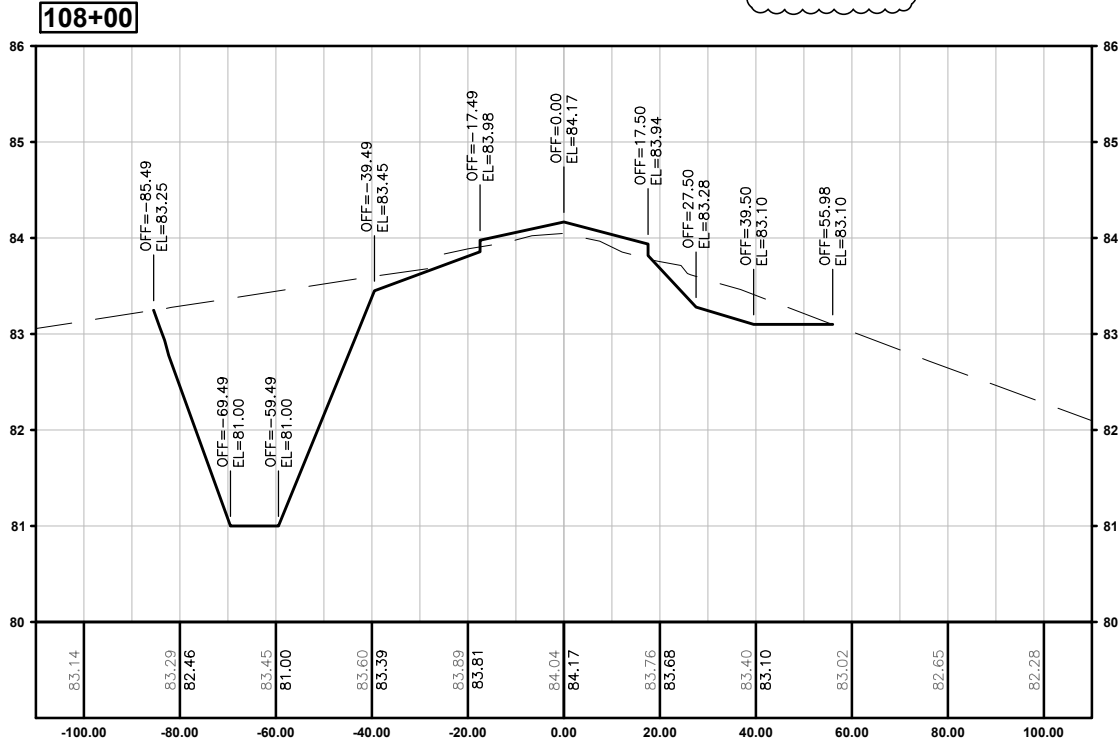
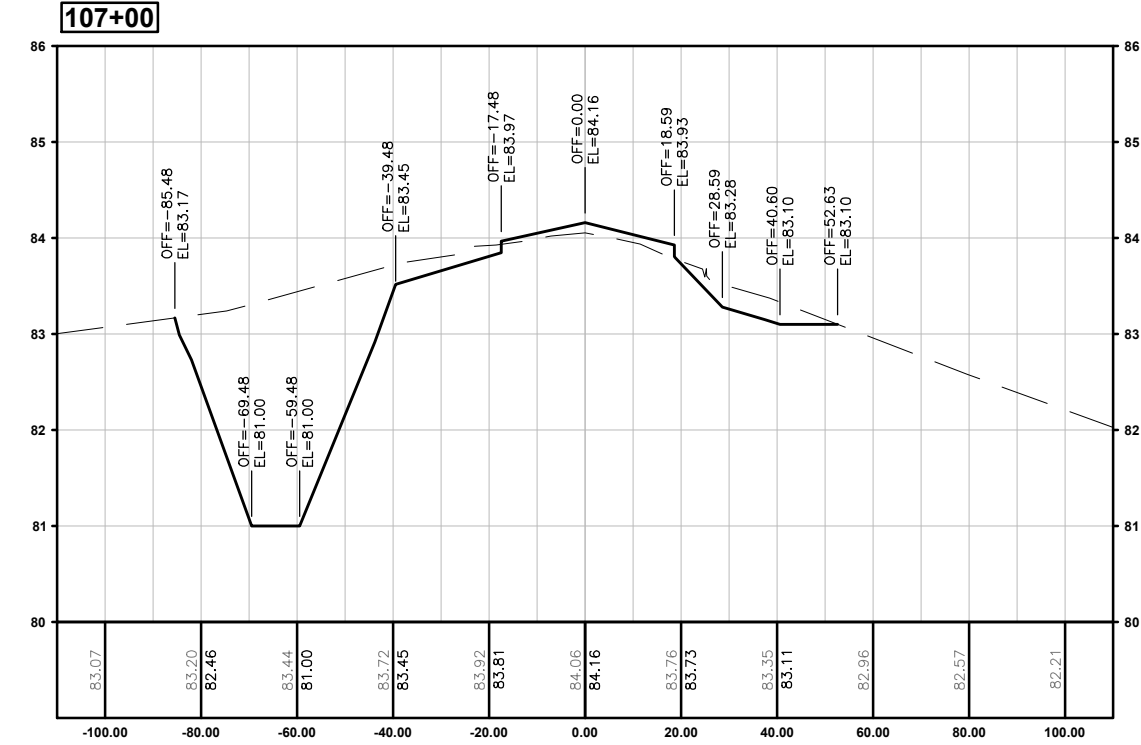
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— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

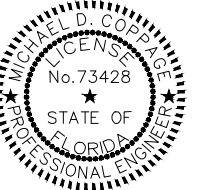
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VERTICAL SCALE IN FEET

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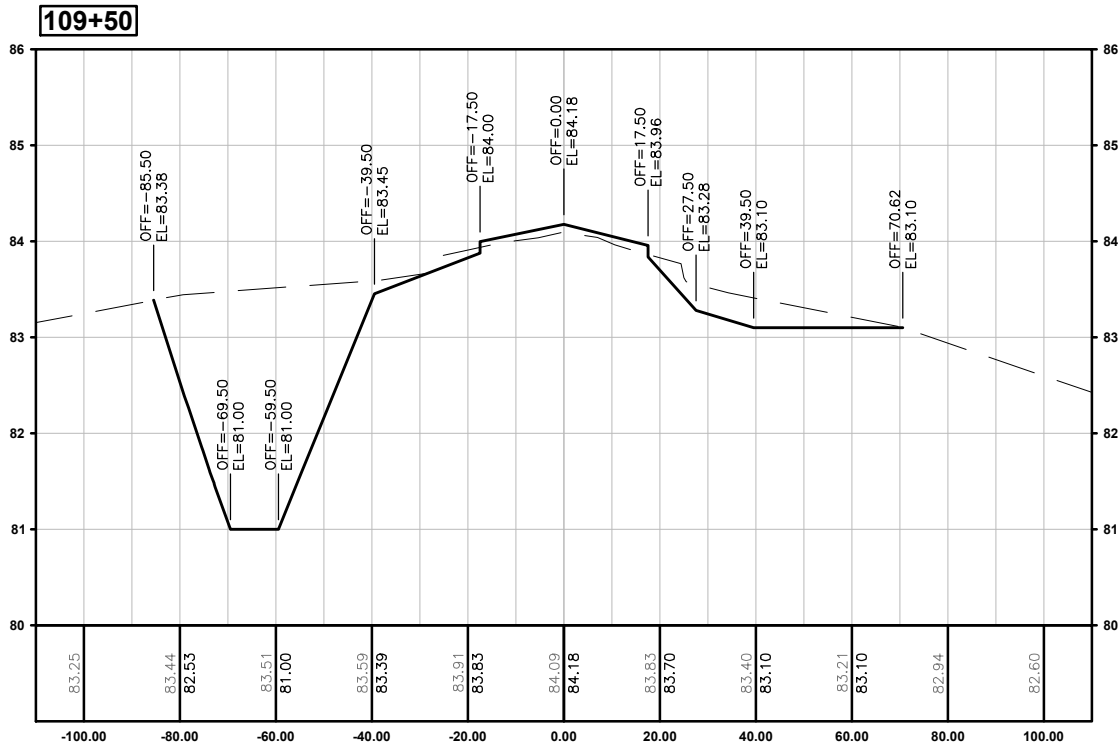
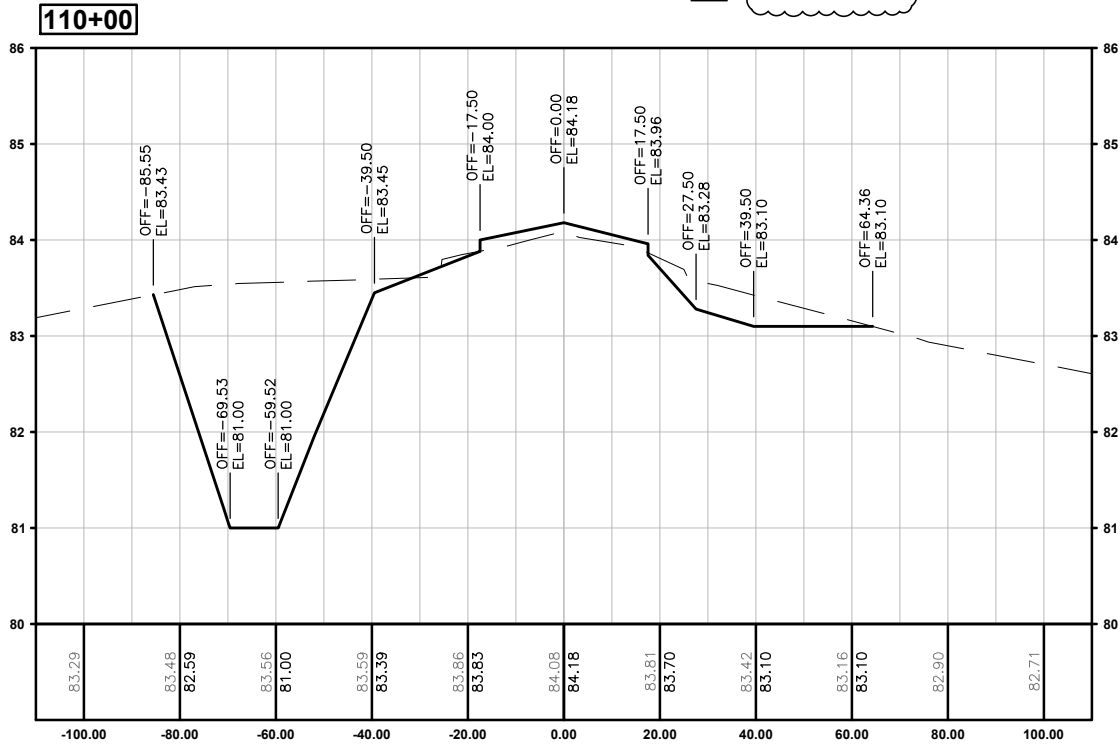
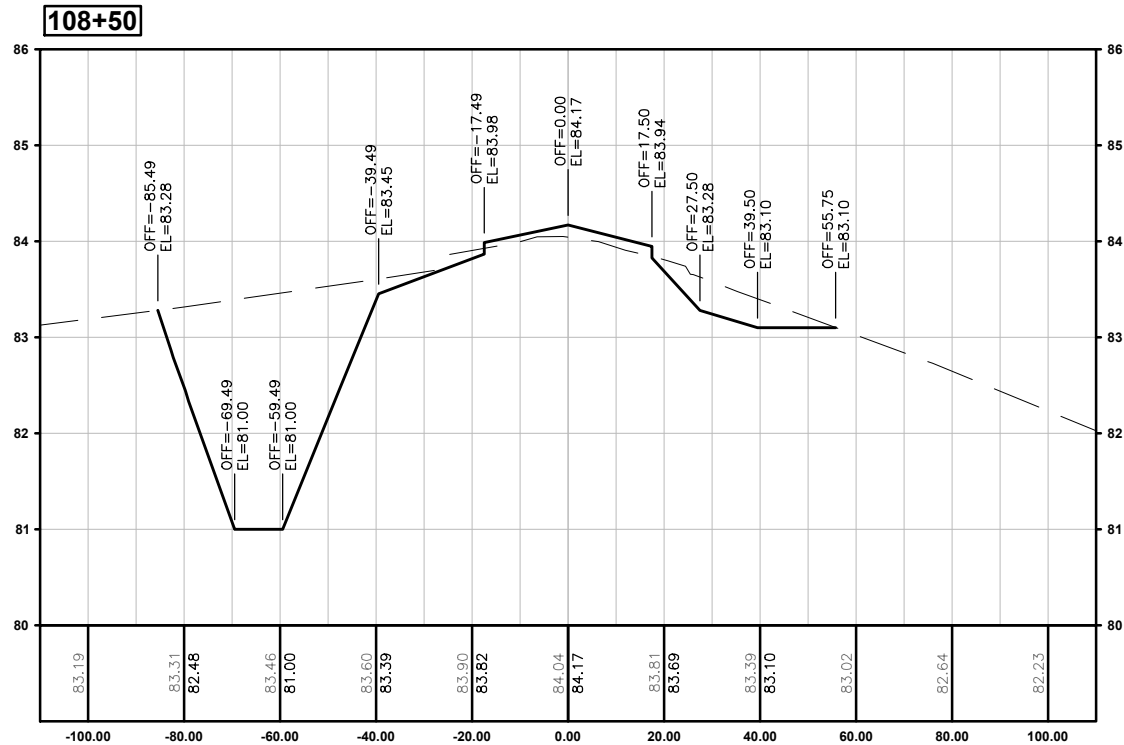
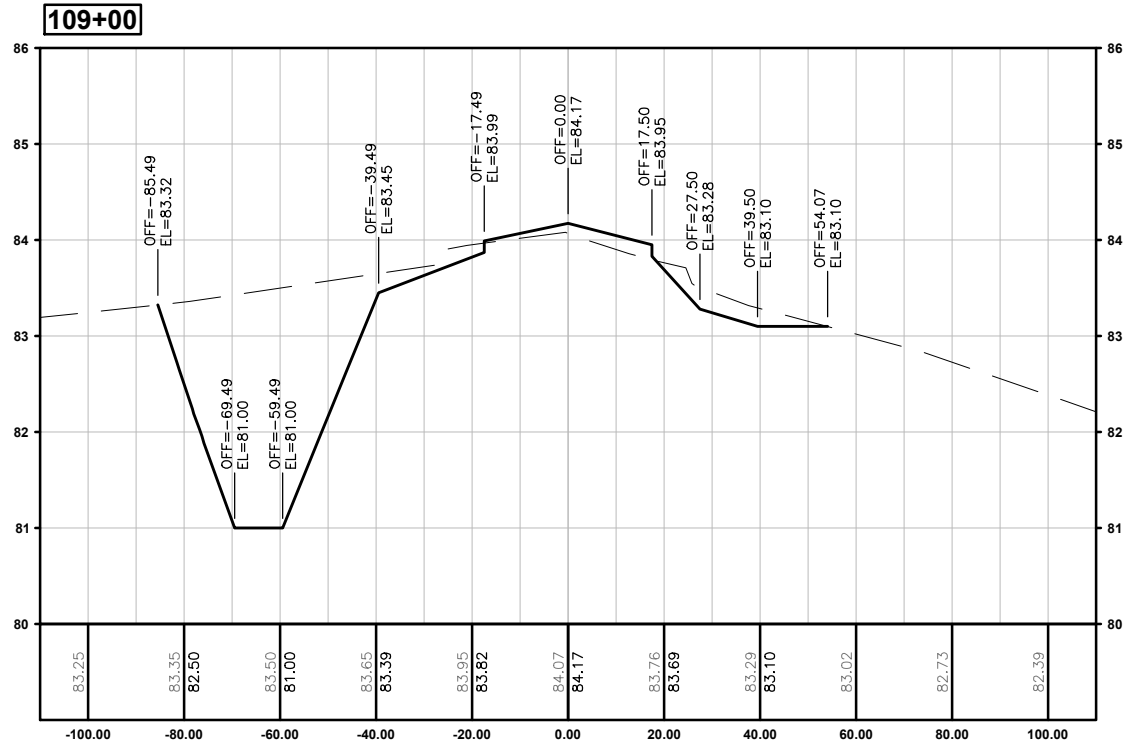
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AVCON PROJECT NO. 2020.0017.03
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— PROPOSED GRADE

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PROPOSED ELEVATION
STATION

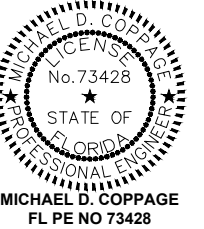
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VERTICAL SCALE IN FEET

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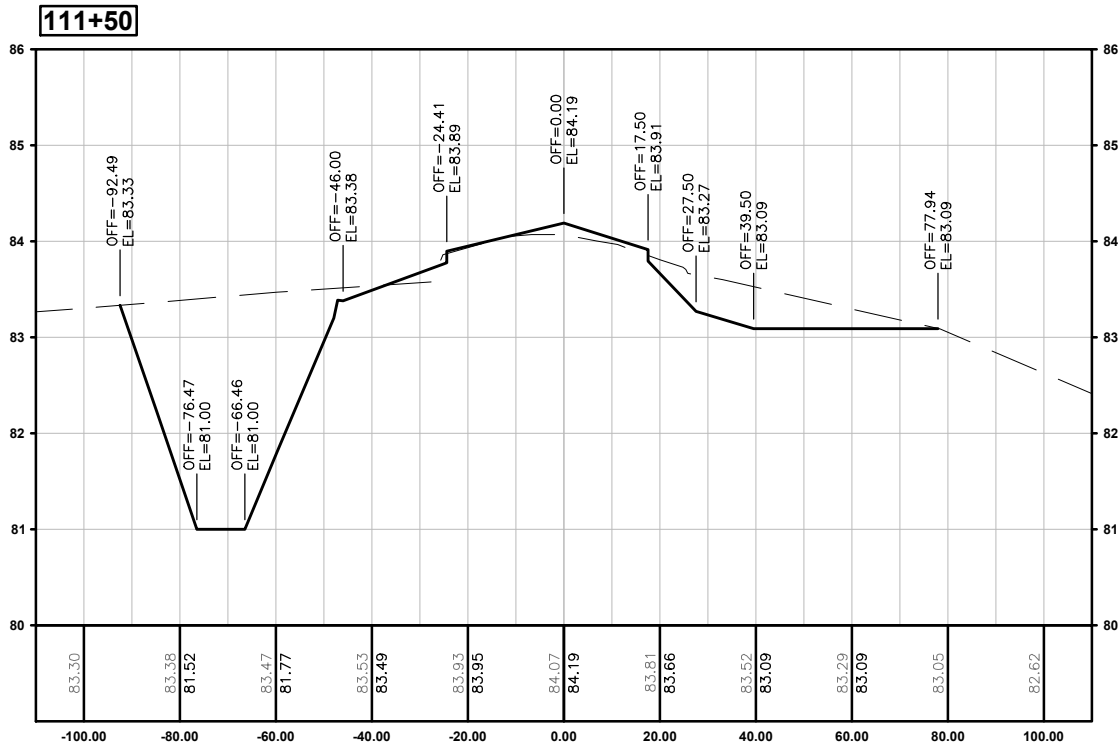
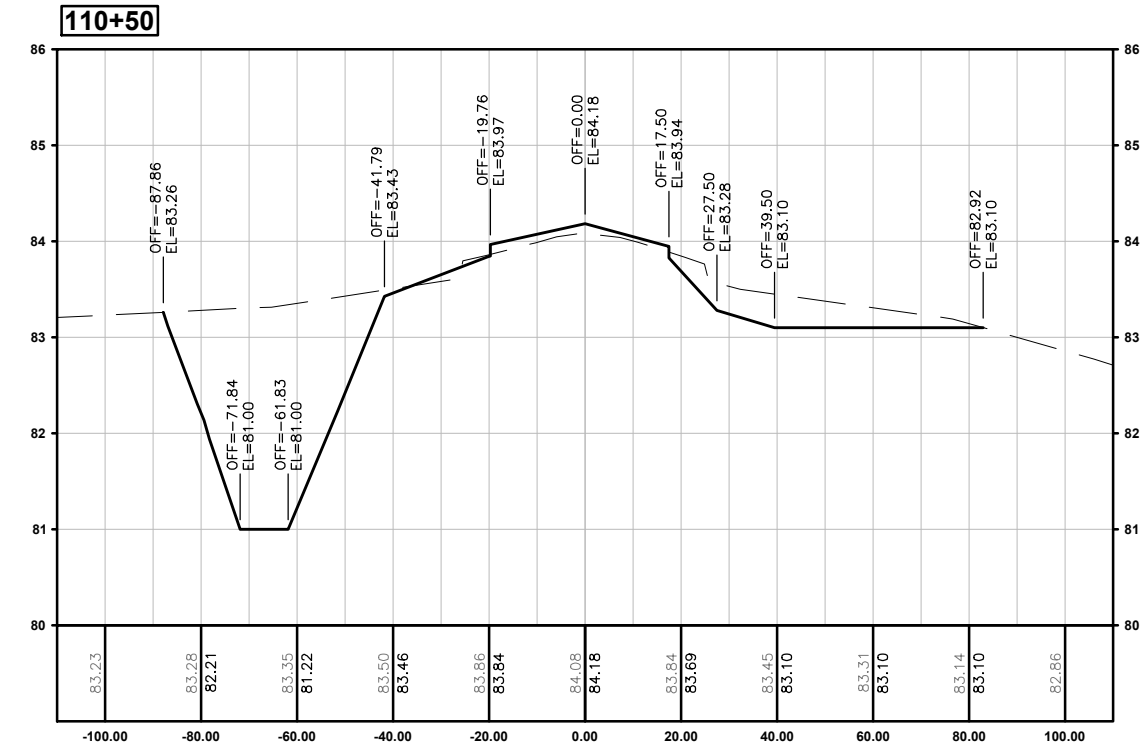
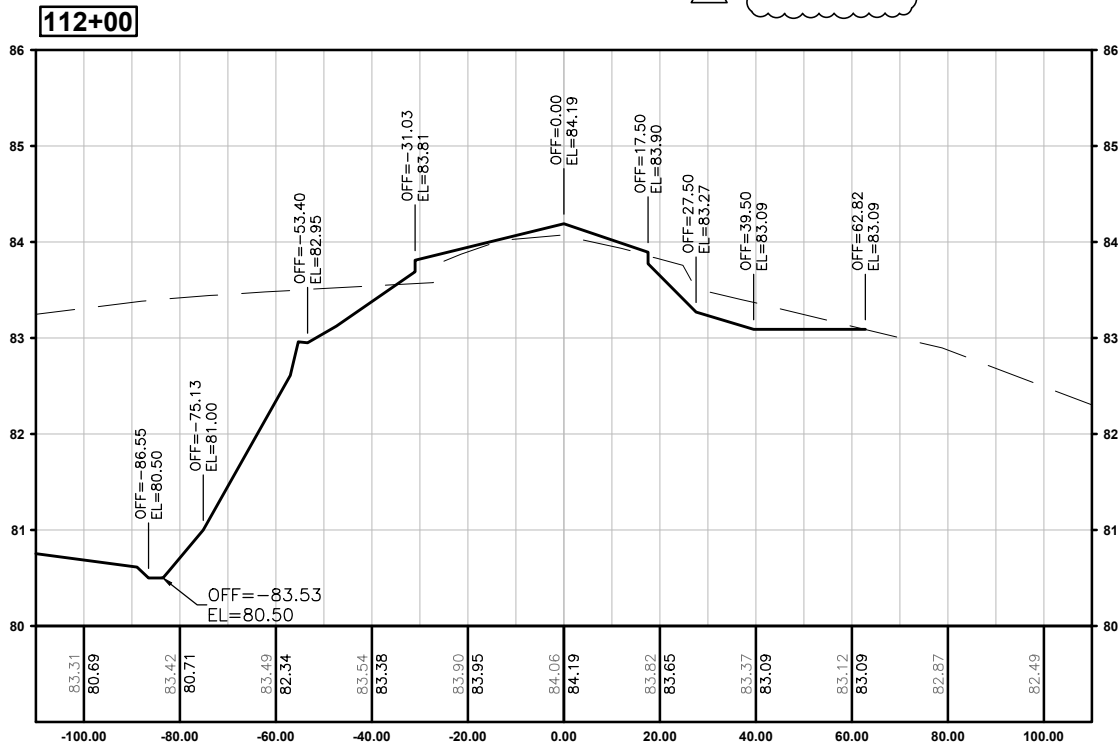
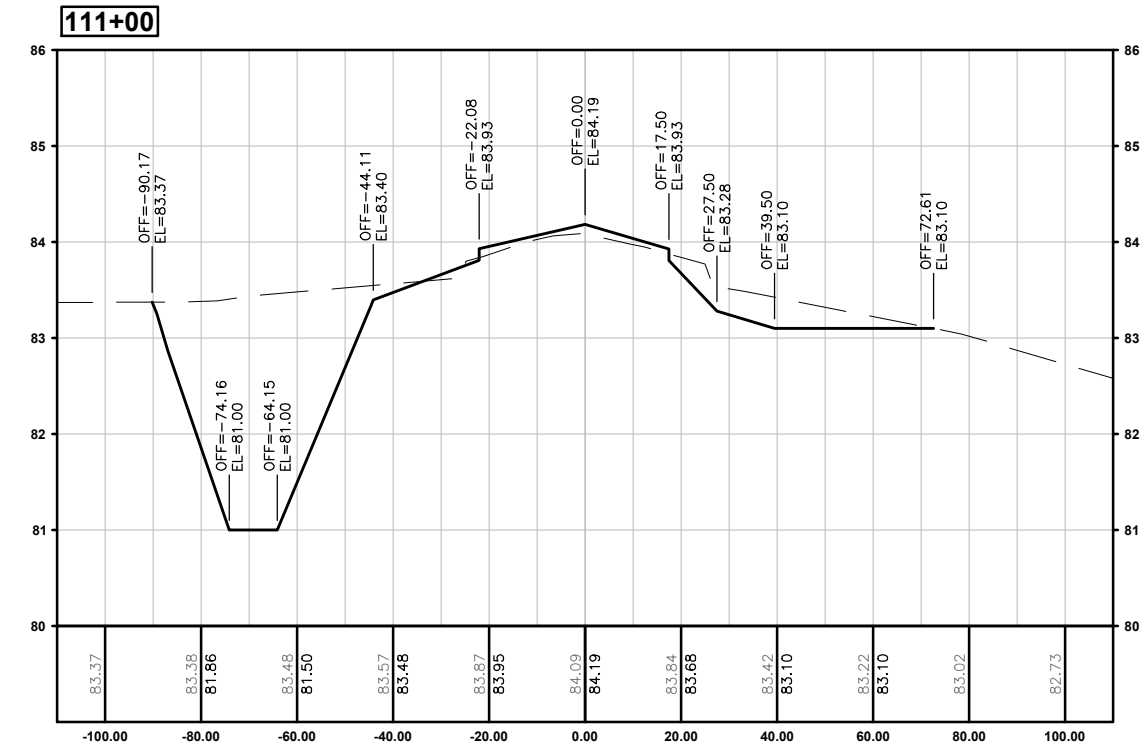
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— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

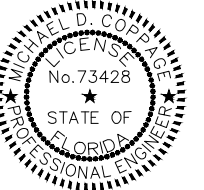
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HORIZONTAL SCALE IN FEET

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VERTICAL SCALE IN FEET

1
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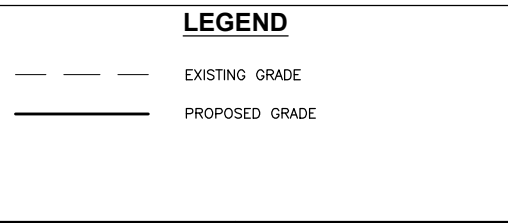
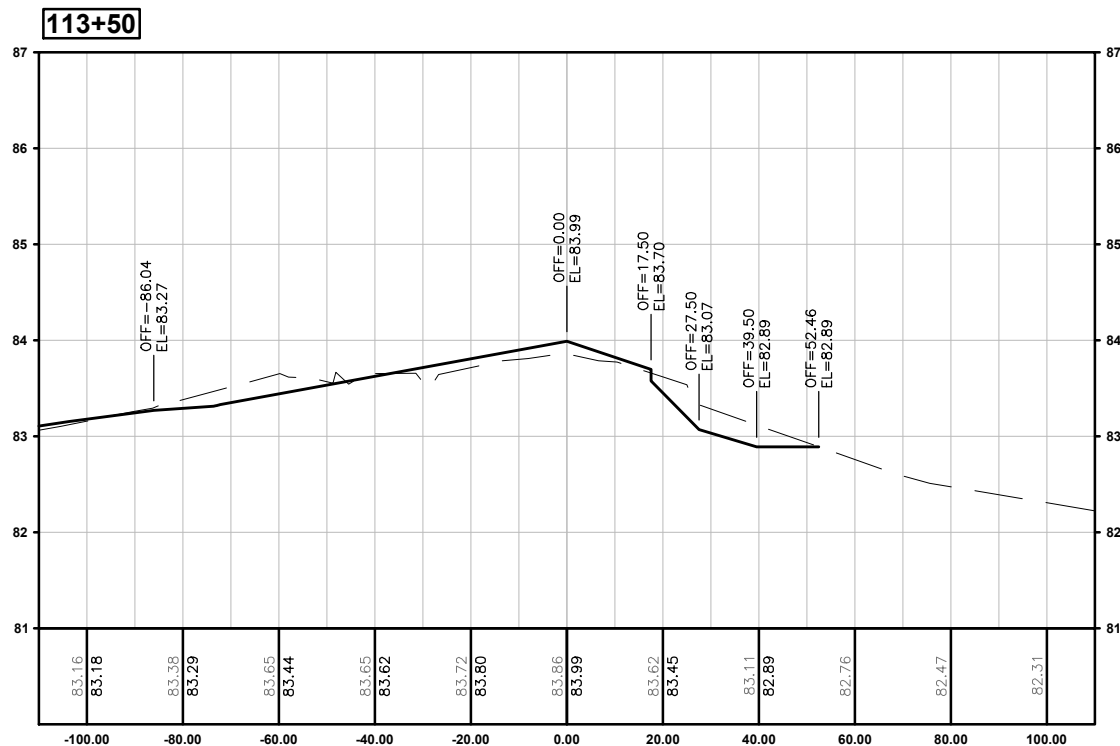
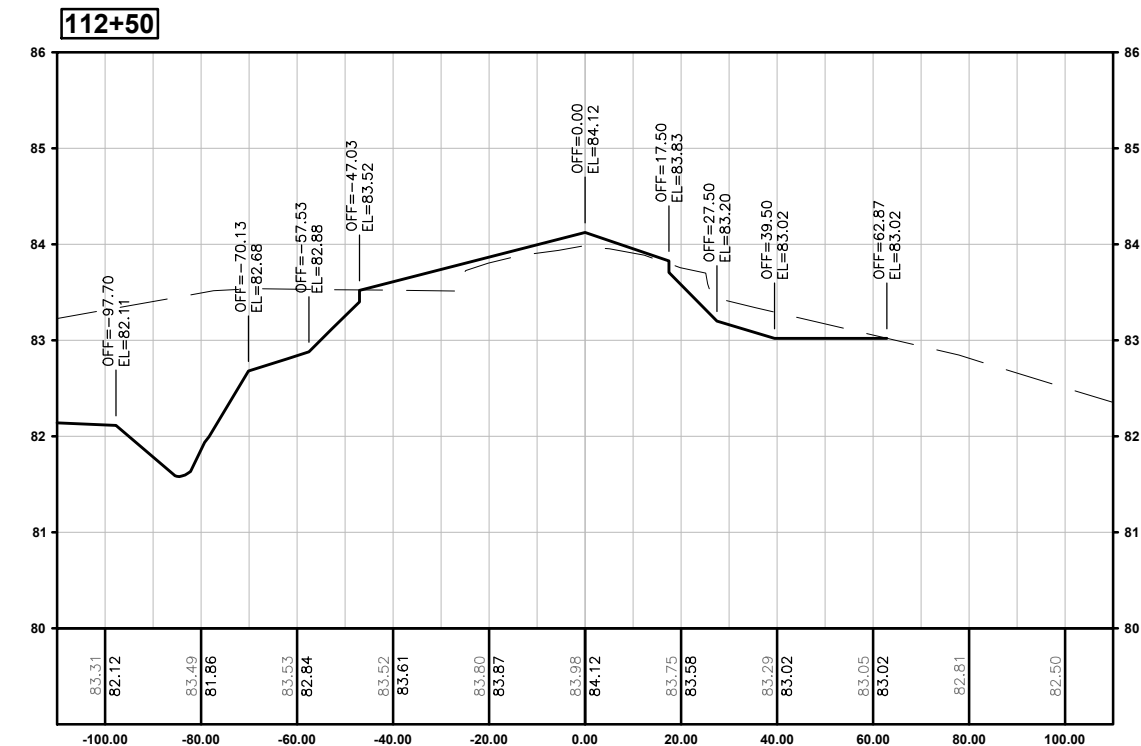
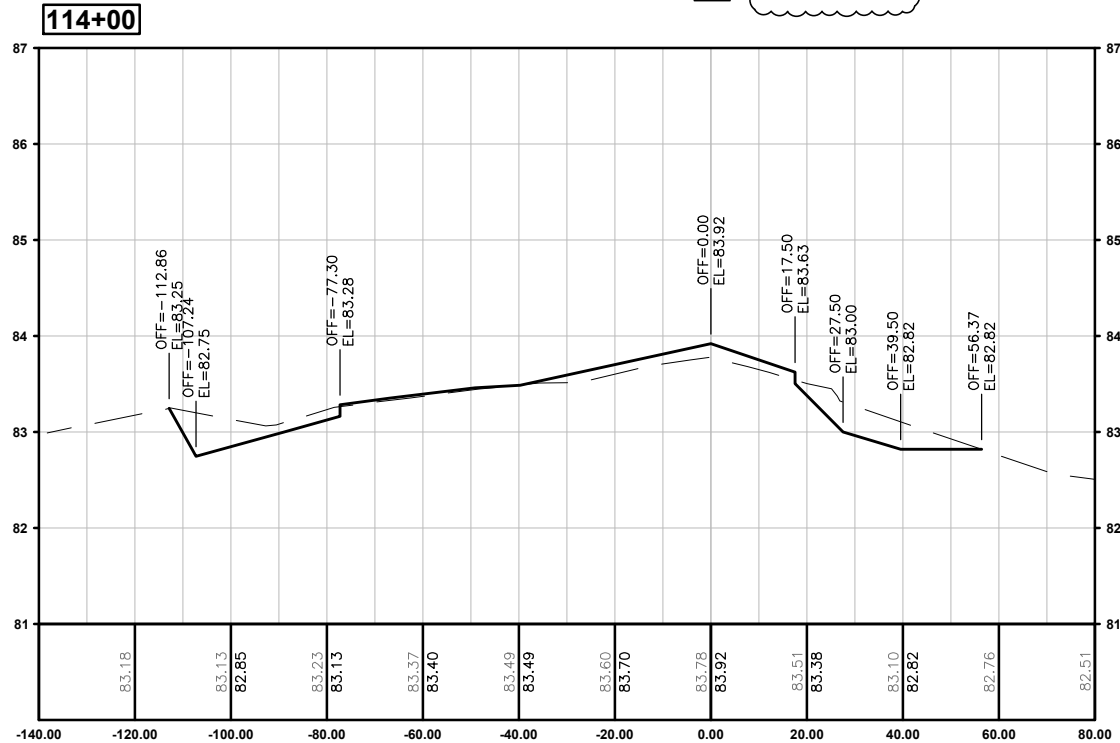
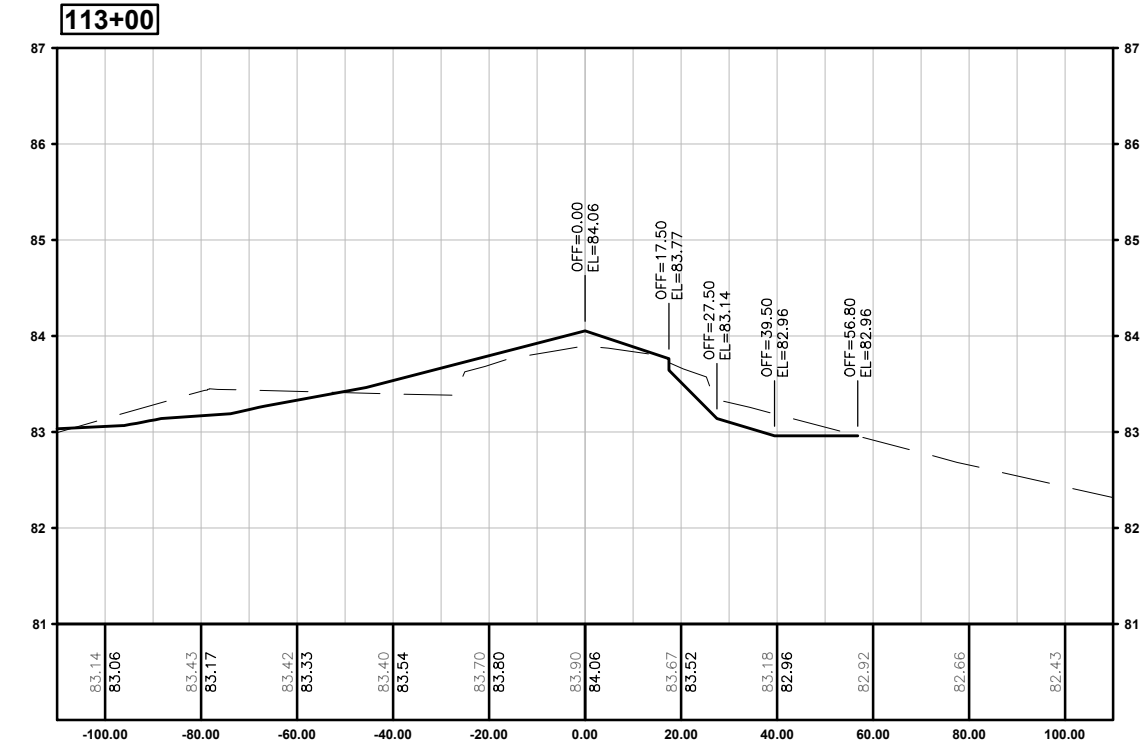
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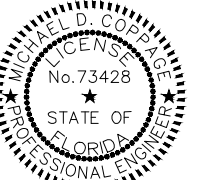
EXISTING ELEVATION
PROPOSED ELEVATION
STATION



1
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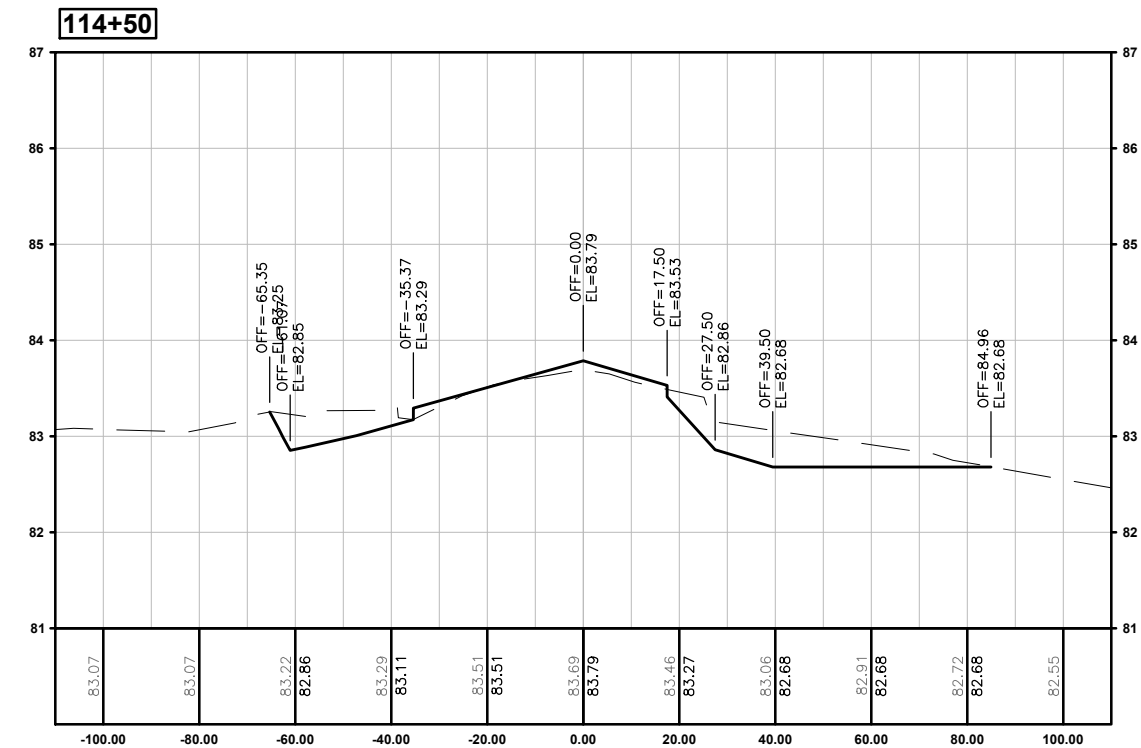
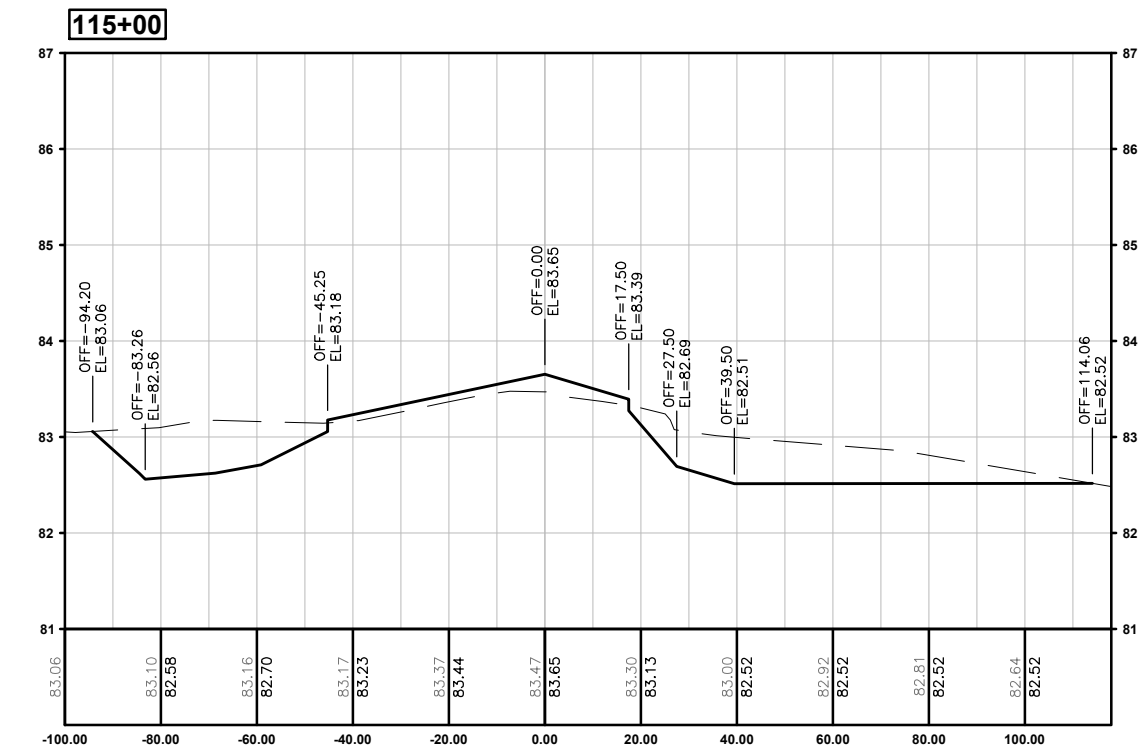
DESIGNED BY: MDC
DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C606-C610

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ISSUED FOR BIDDING

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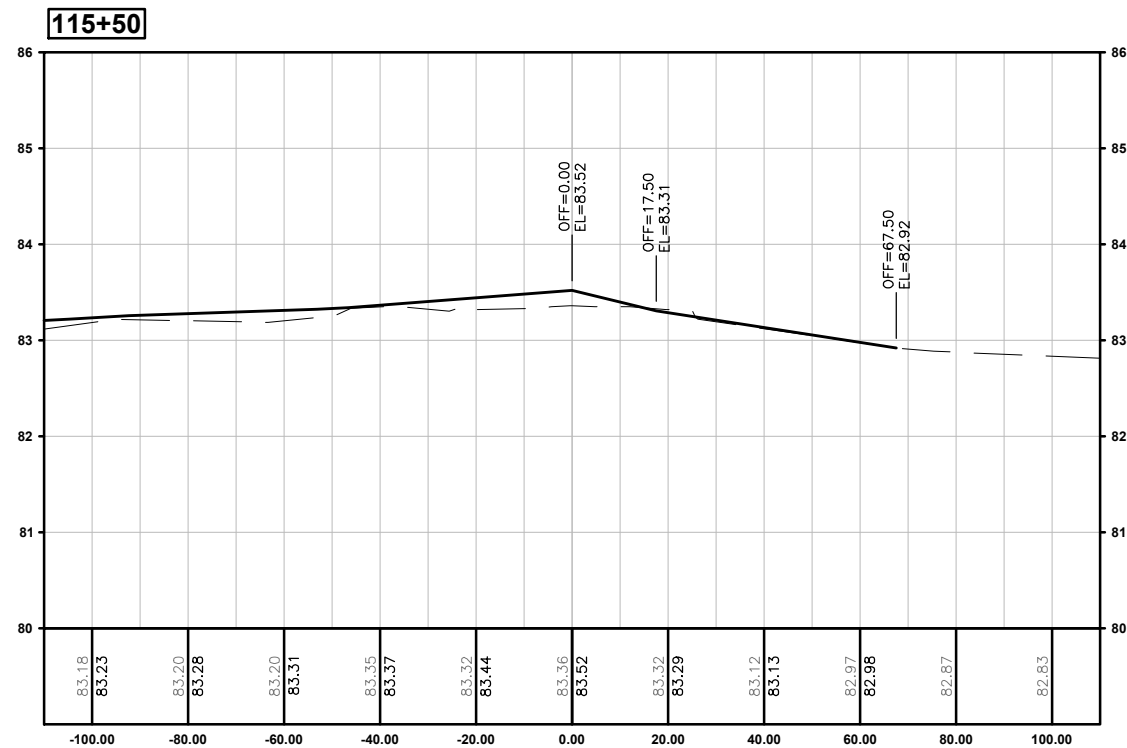
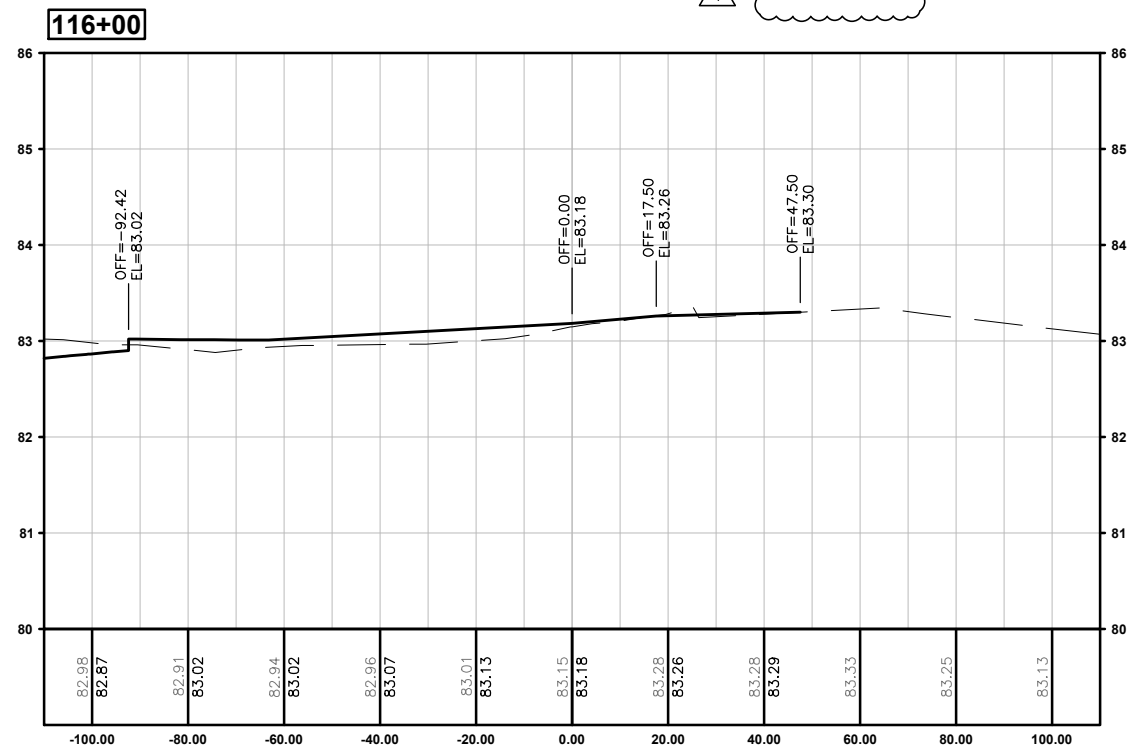
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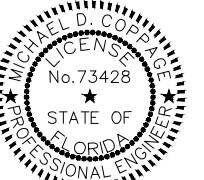
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VERTICAL SCALE IN FEET

1 REISSUED SHEET



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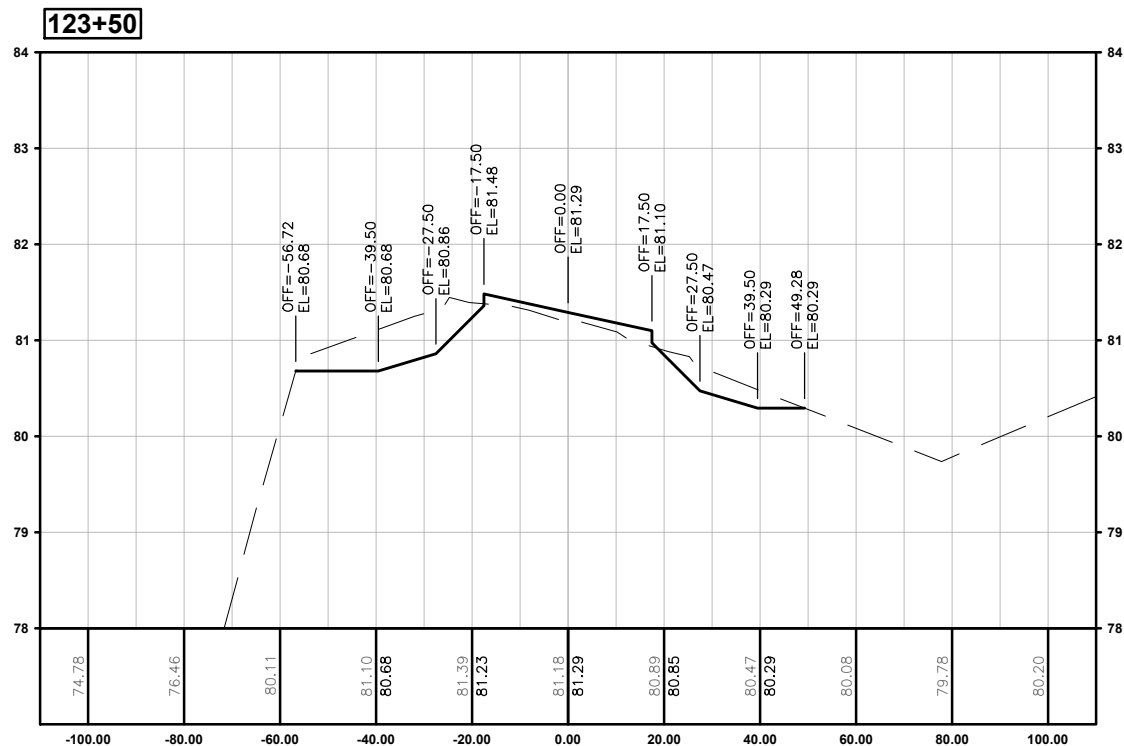
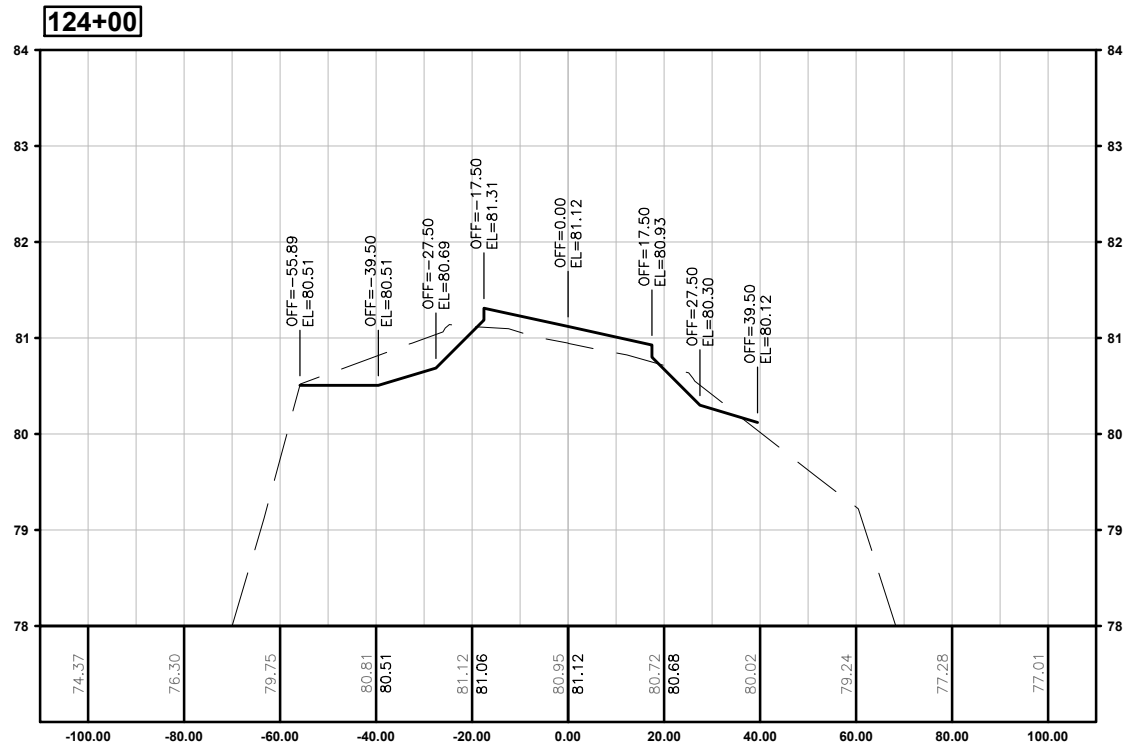
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DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C606-C610

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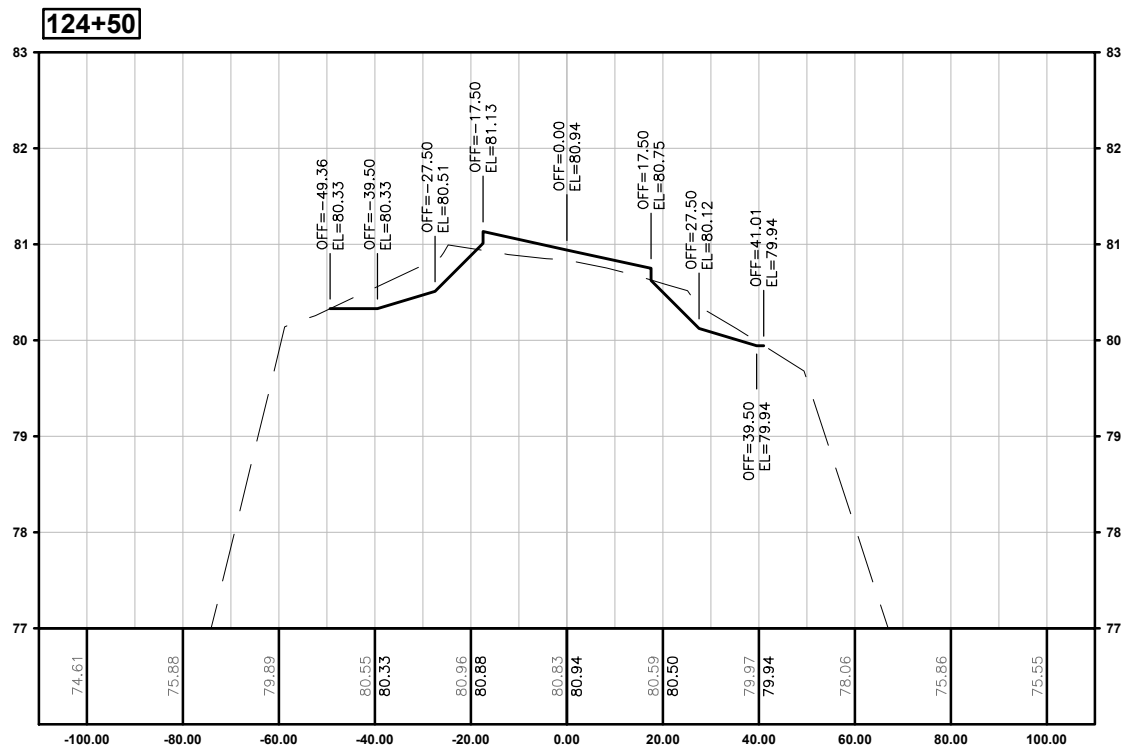
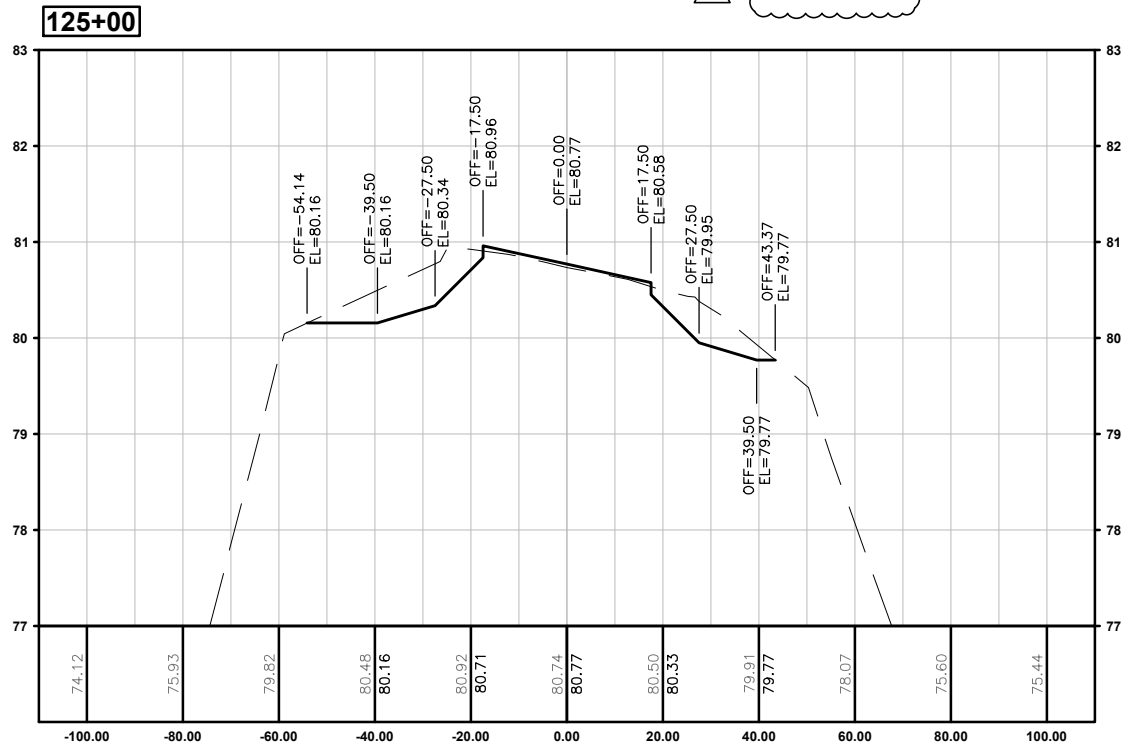
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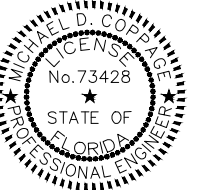
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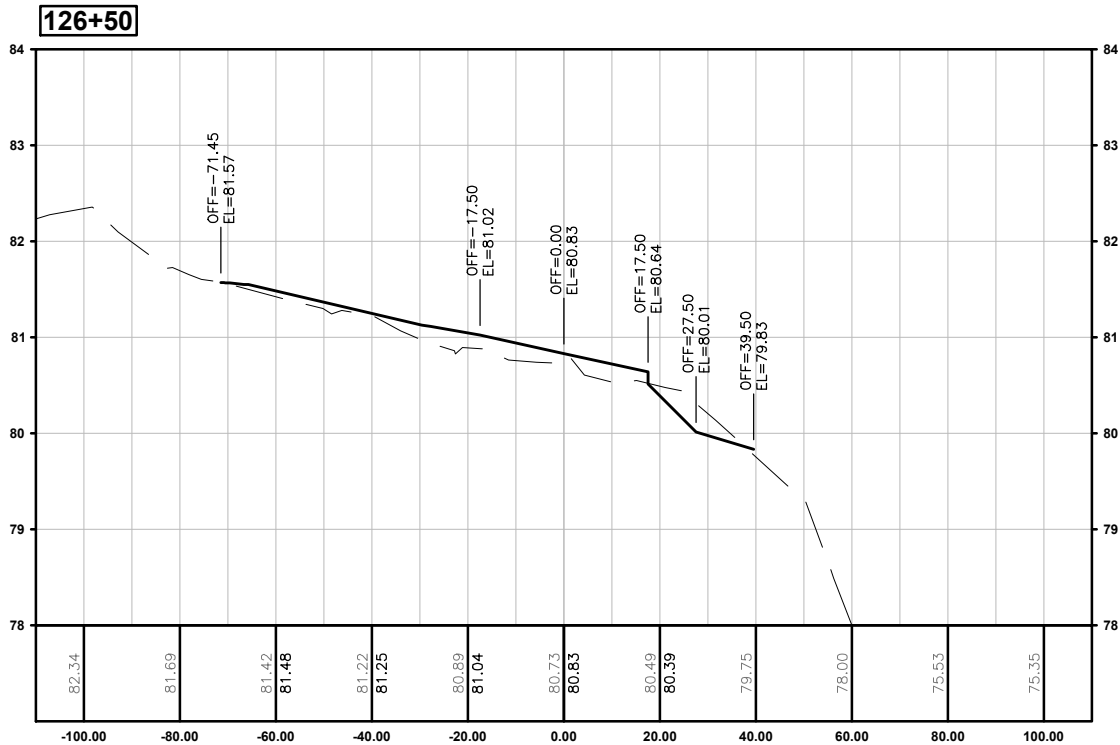
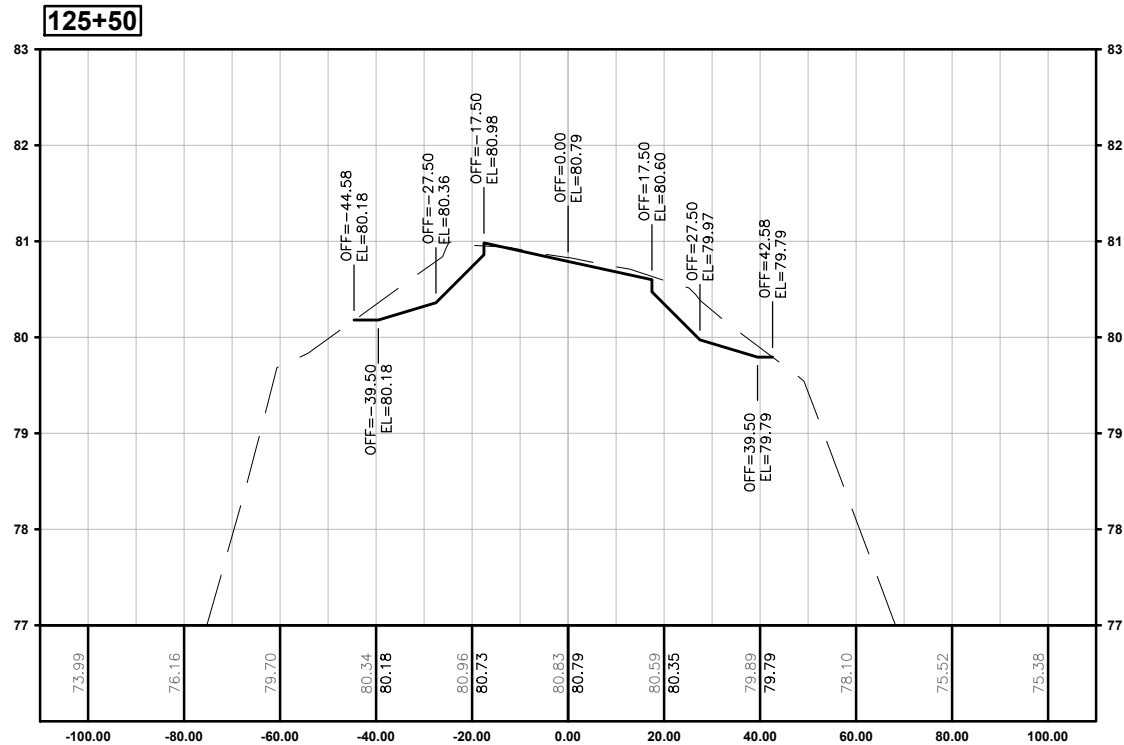
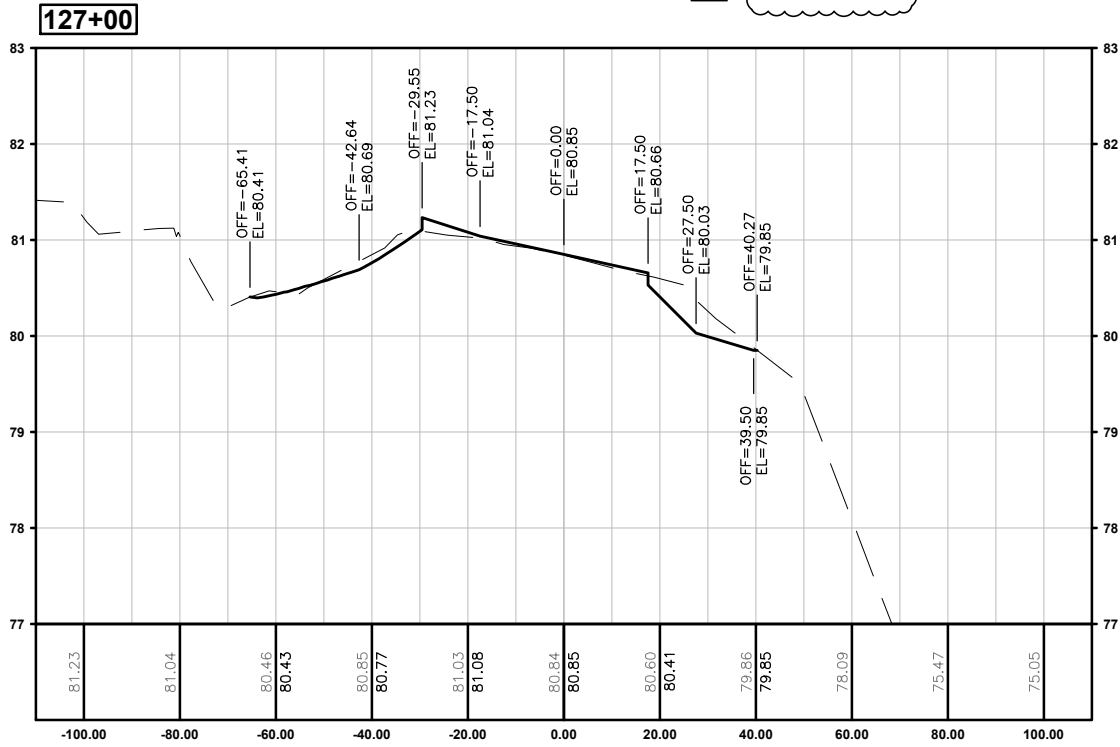
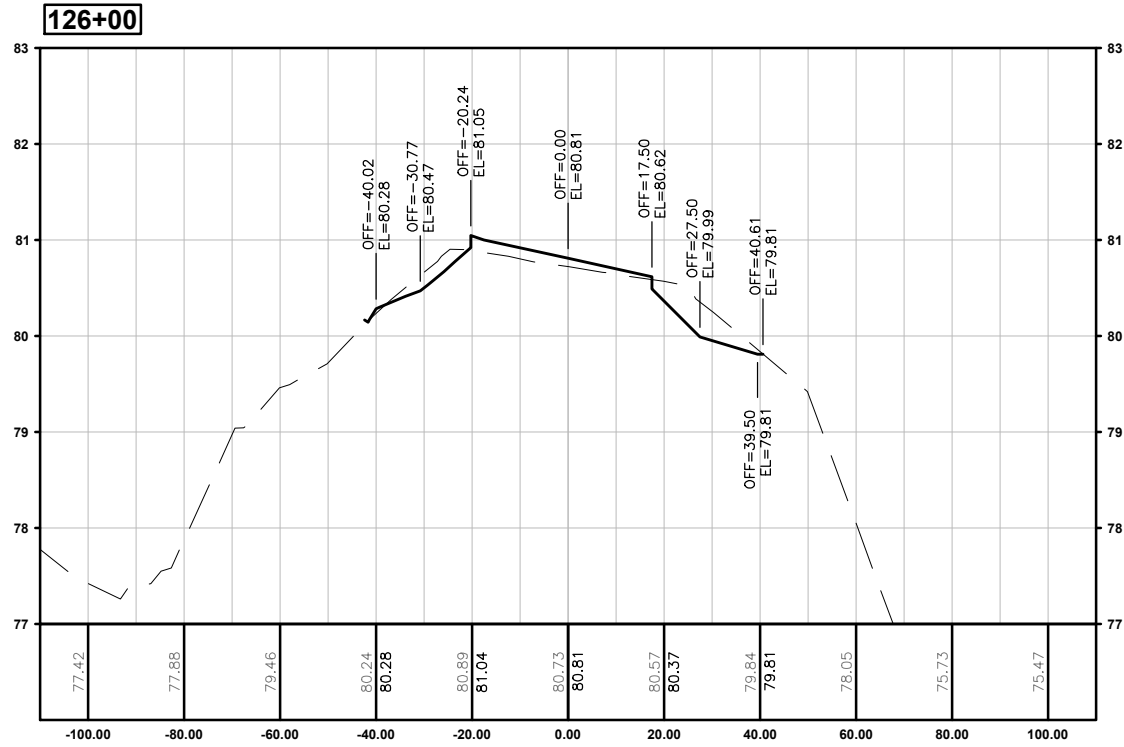
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DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C606-C610

**DRAWING
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ISSUED FOR BIDDING

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— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

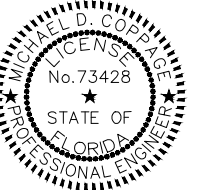
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VERTICAL SCALE IN FEET

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REISSUED SHEET



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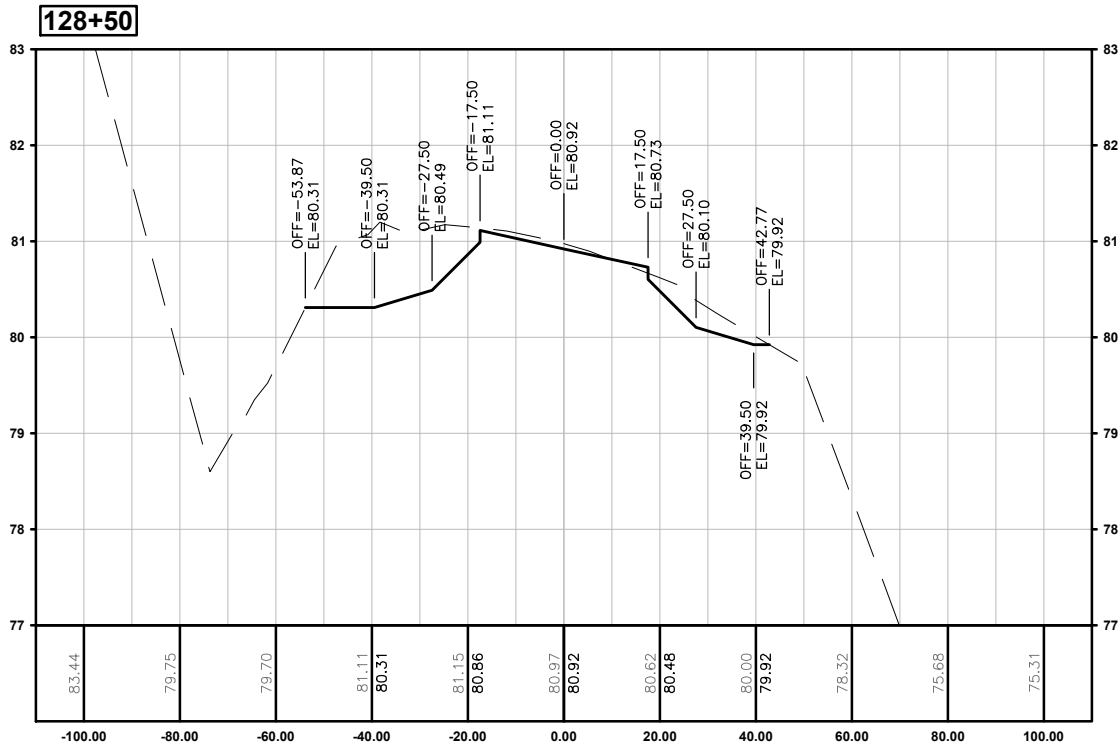
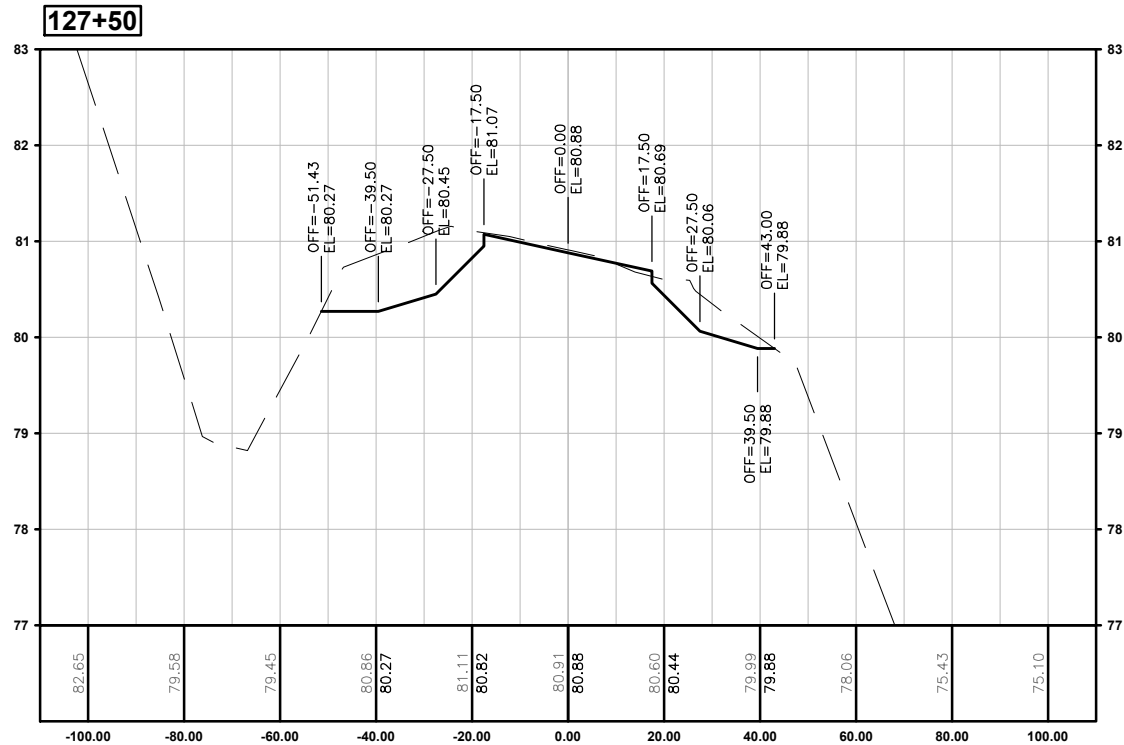
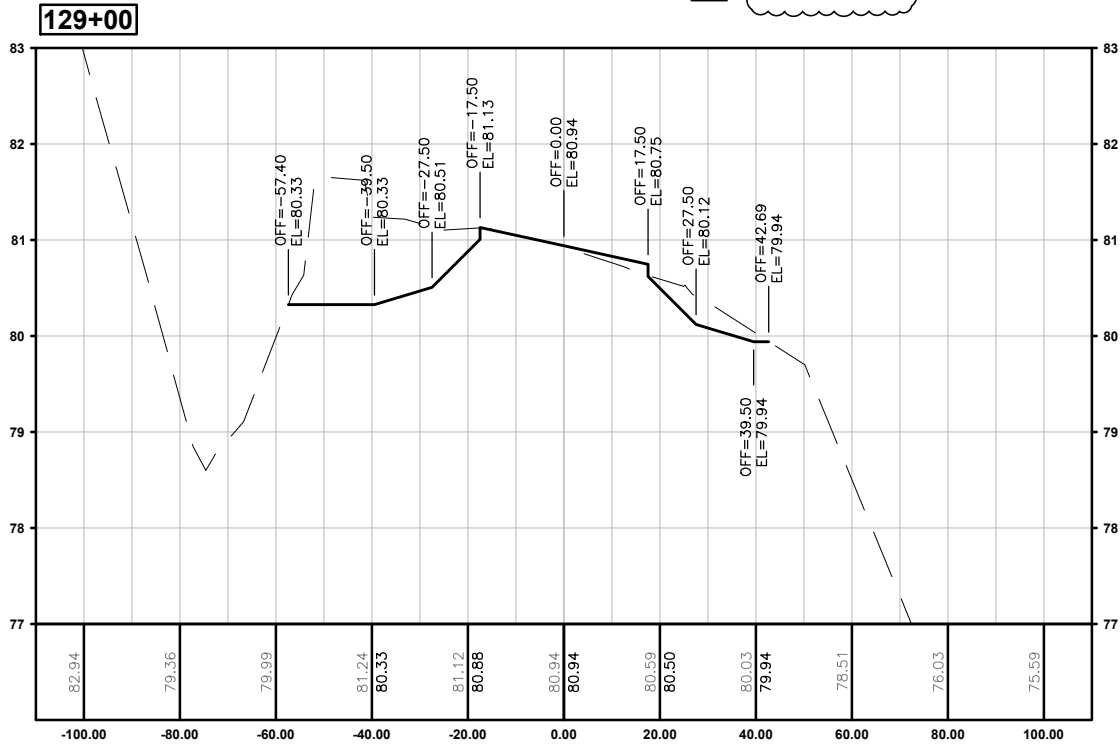
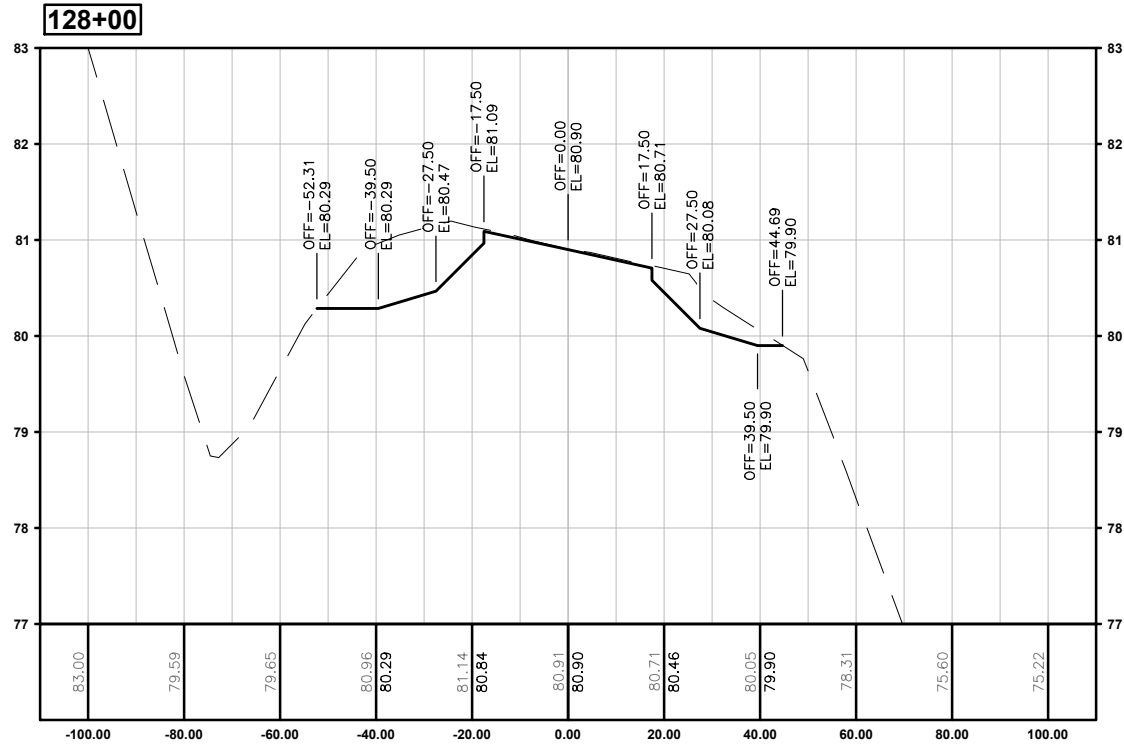
DESIGNED BY: MDC
DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C606-C610

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— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

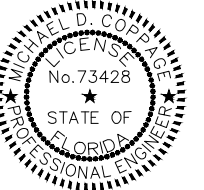
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VERTICAL SCALE IN FEET

1
REISSUED SHEET



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**ZEPHYRHILLS
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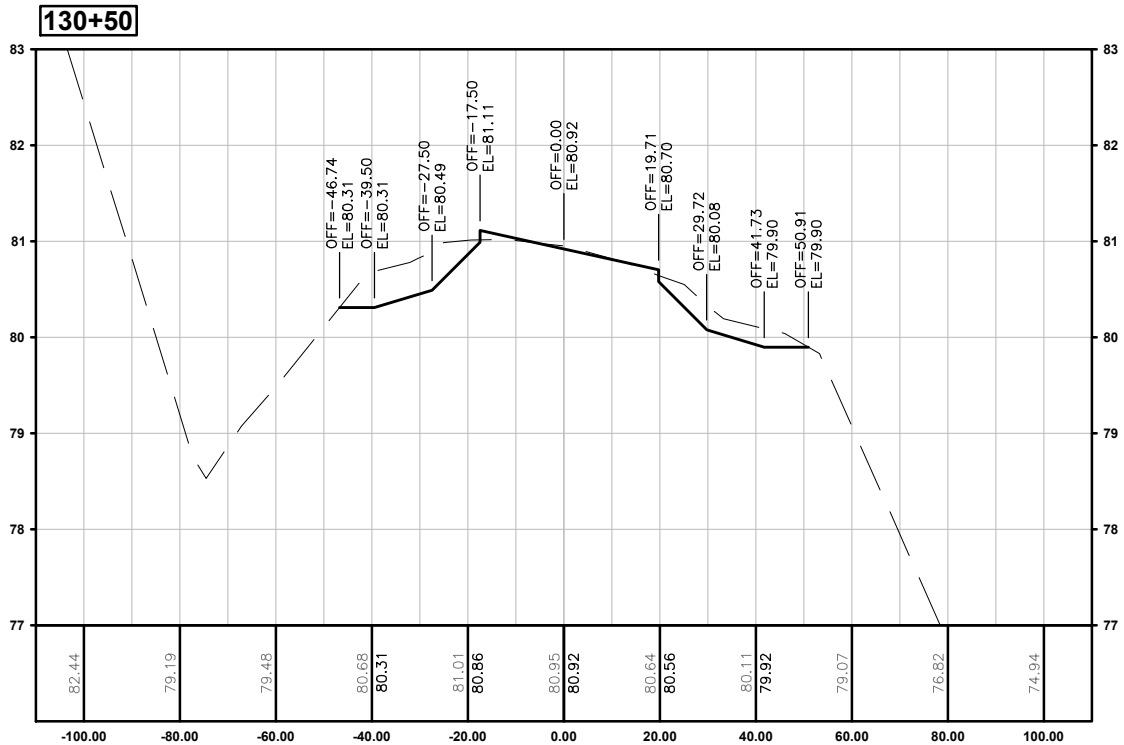
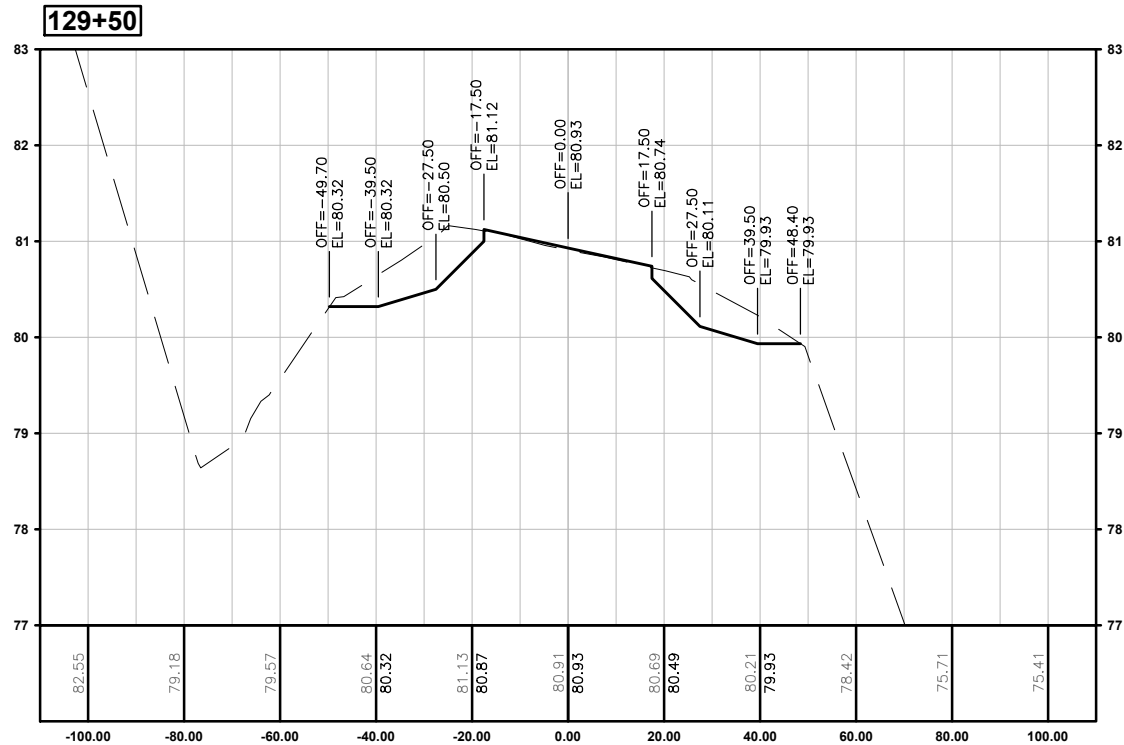
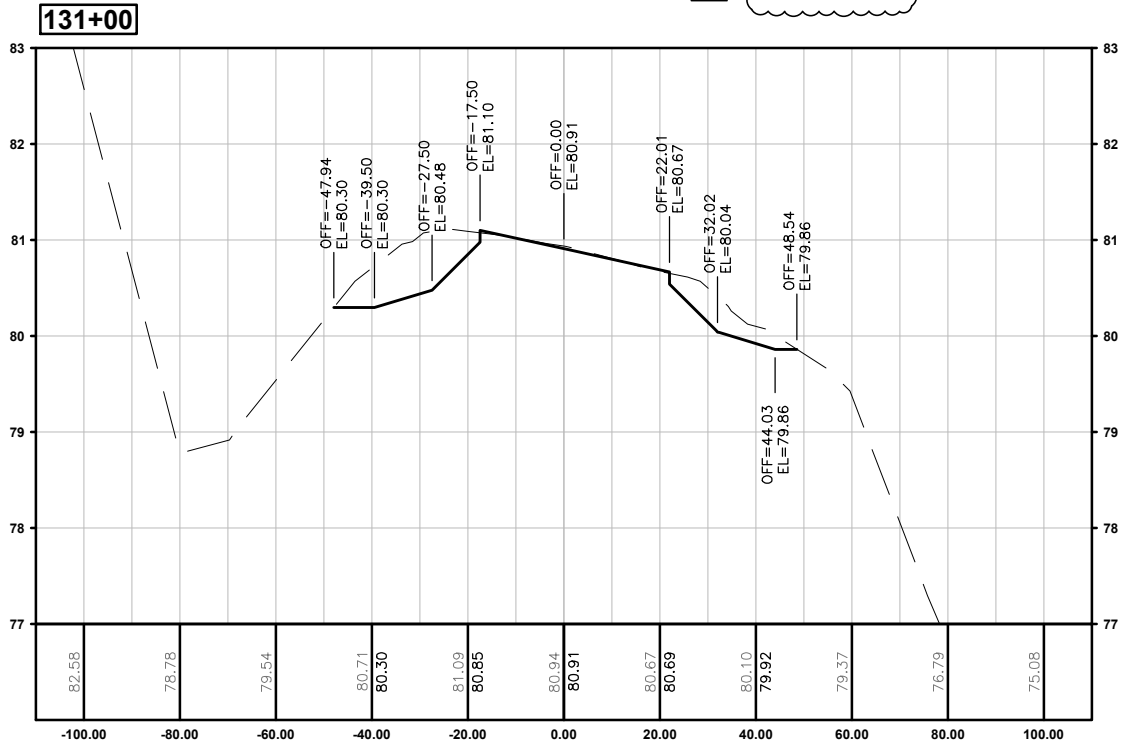
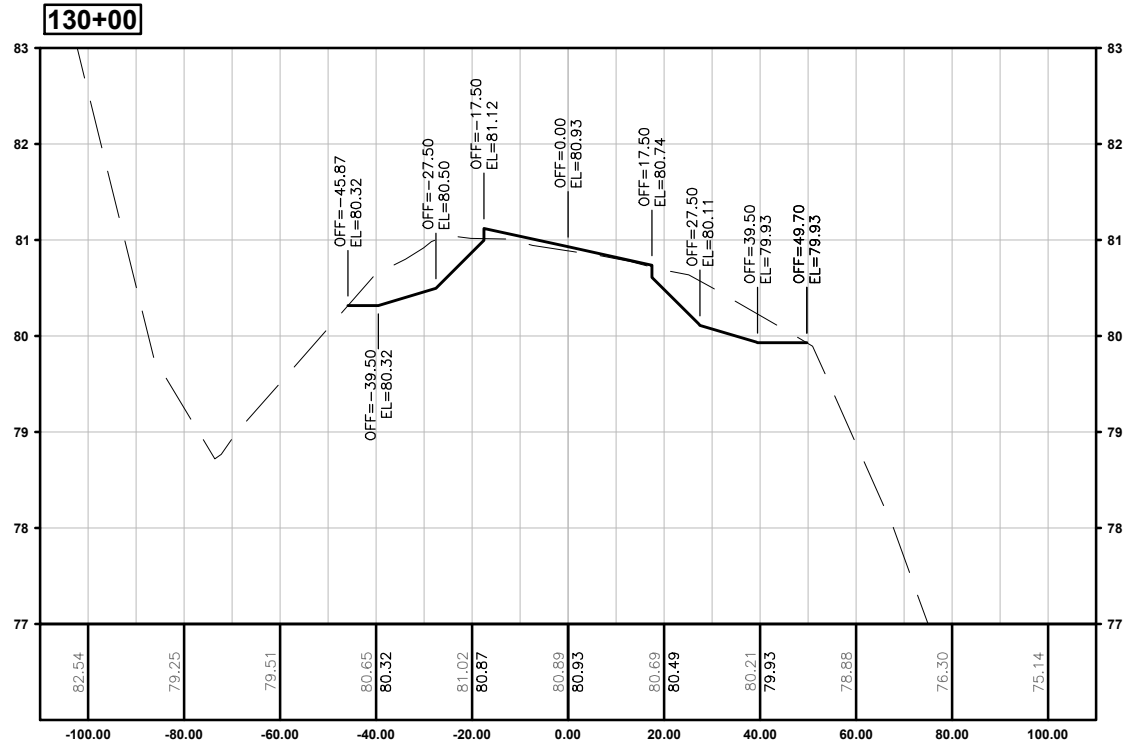
DESIGNED BY: MDC
DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
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FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C606-C610

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— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

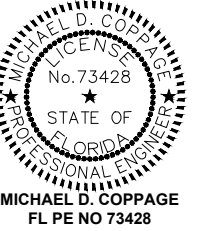
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REISSUED SHEET



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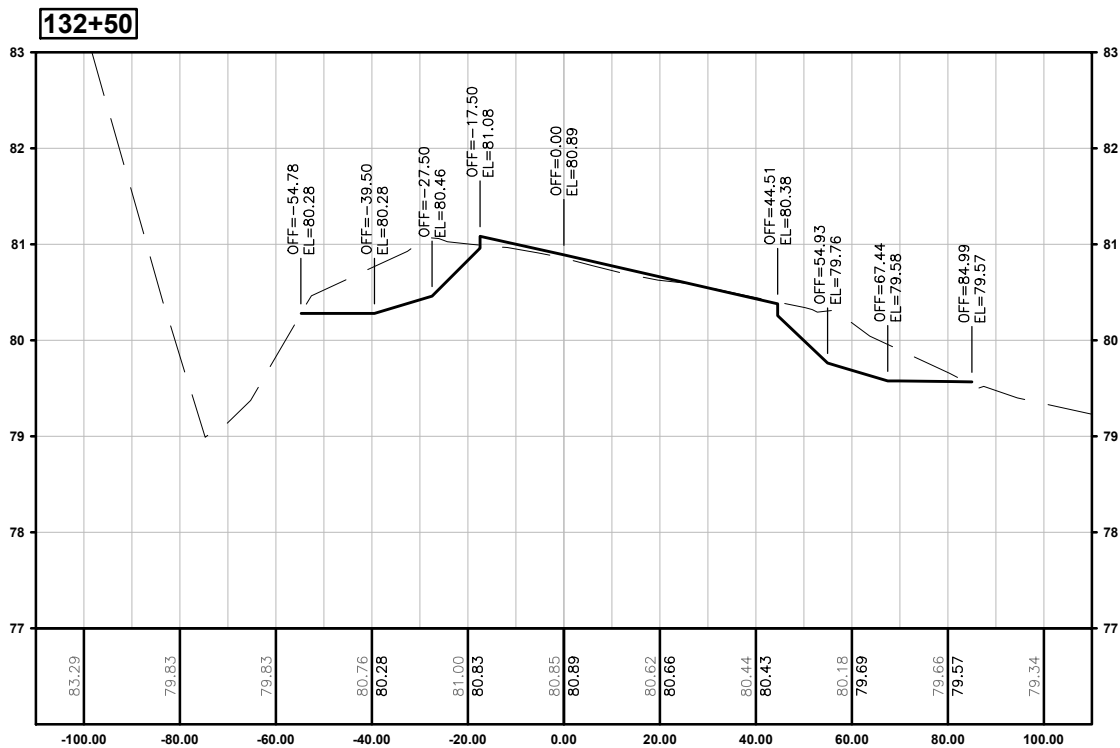
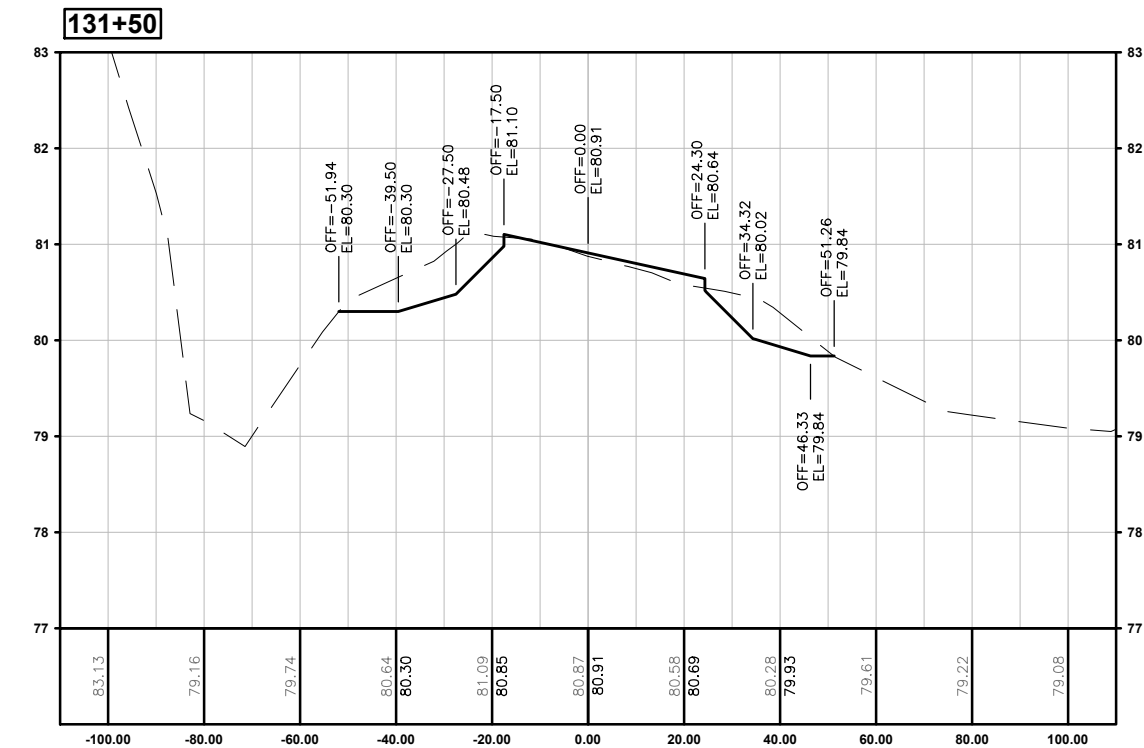
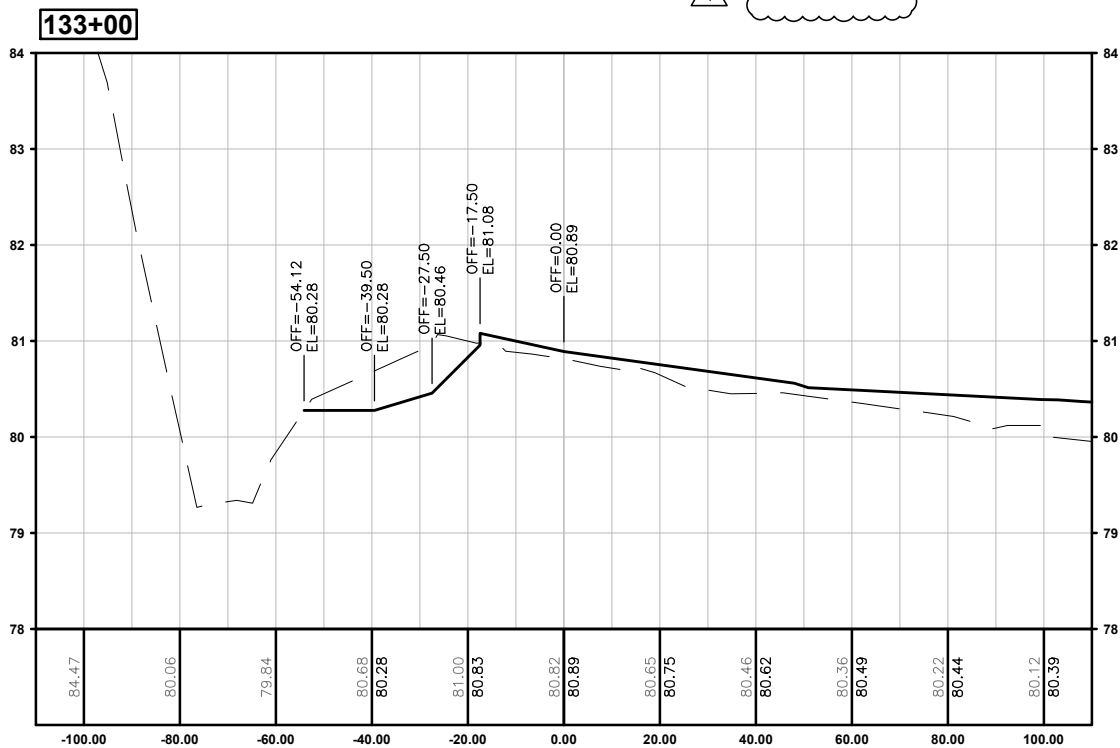
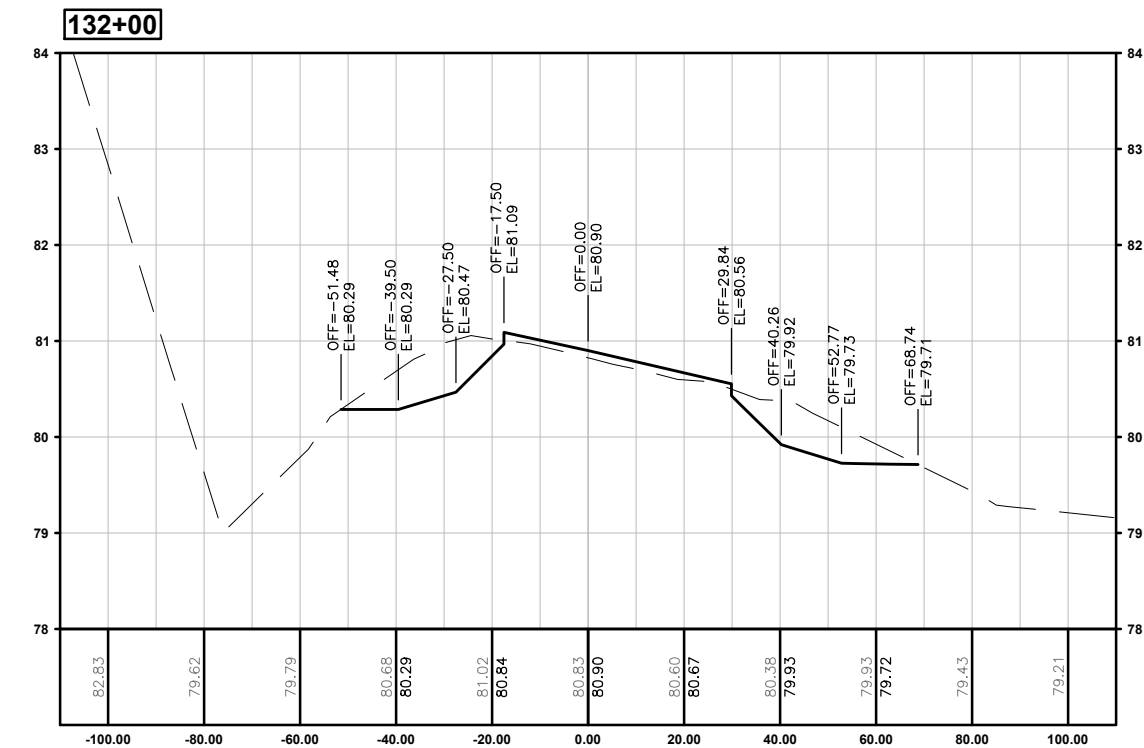
DESIGNED BY: MDC
DRAWN BY: HL
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APPROVED BY: SS
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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C611-C615

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PROPOSED ELEVATION
STATION

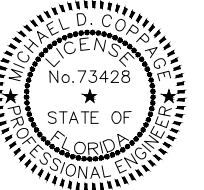
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VERTICAL SCALE IN FEET

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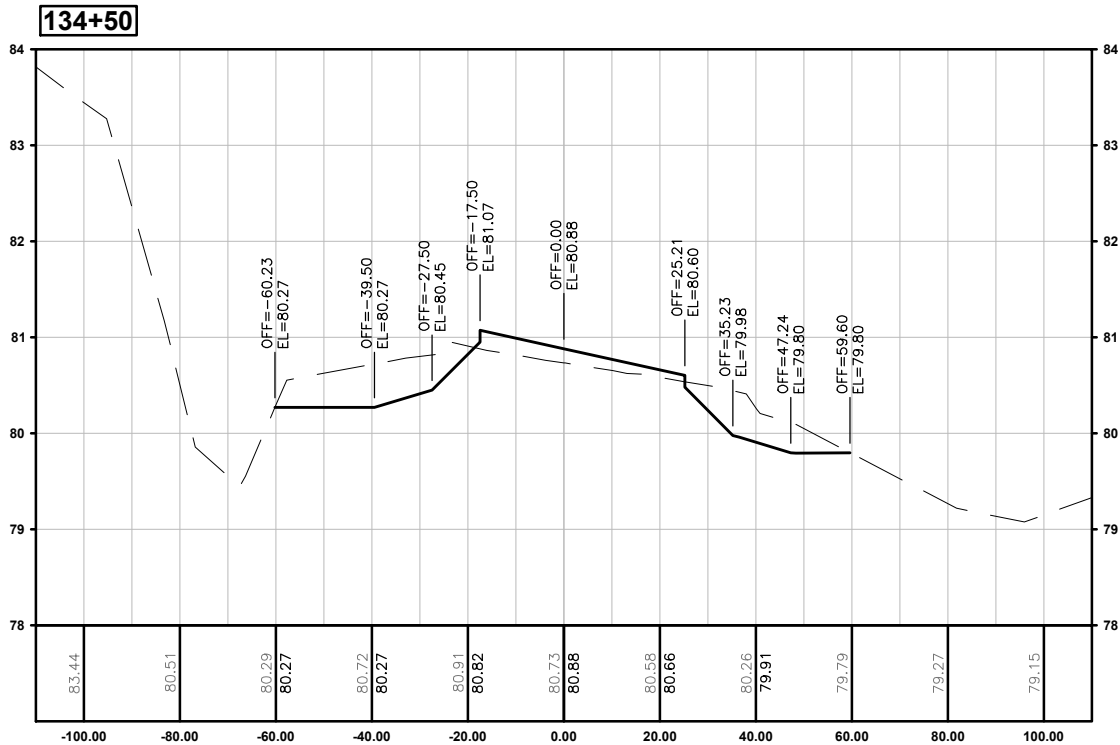
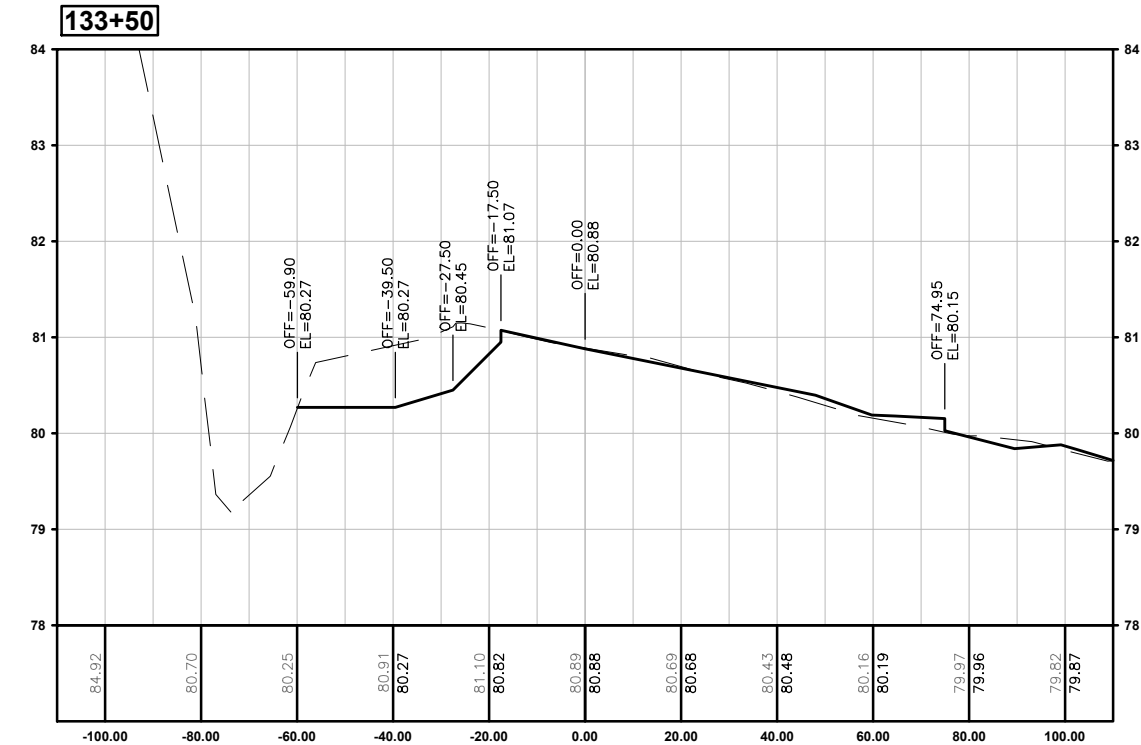
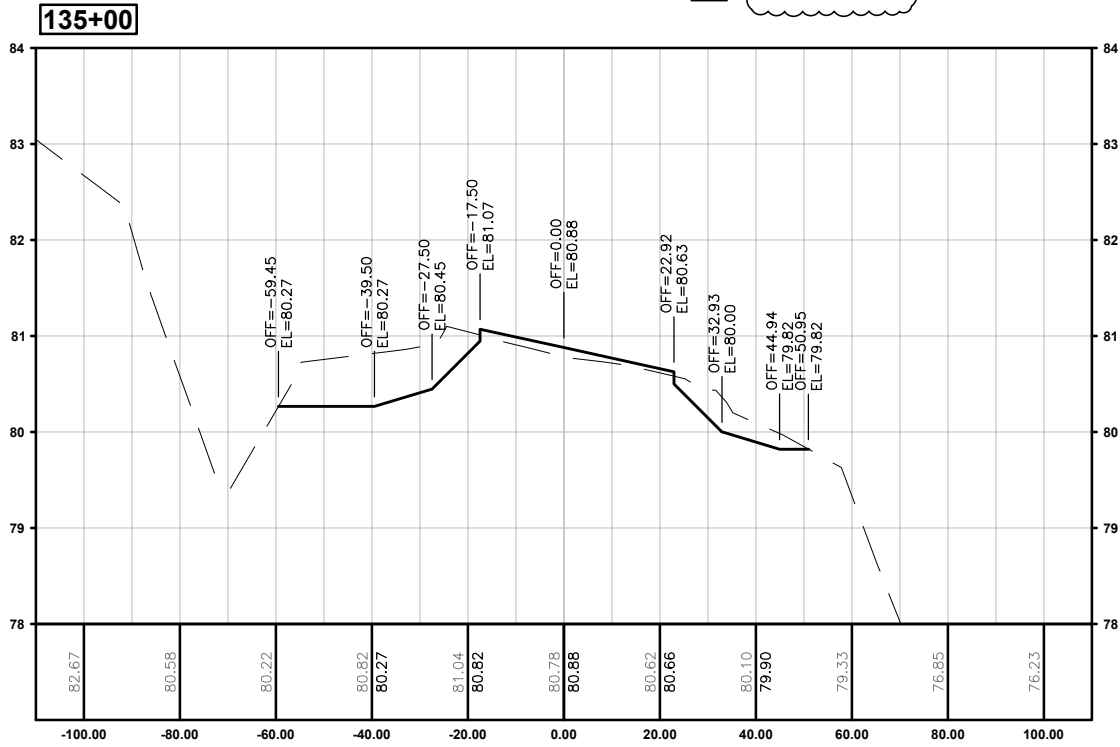
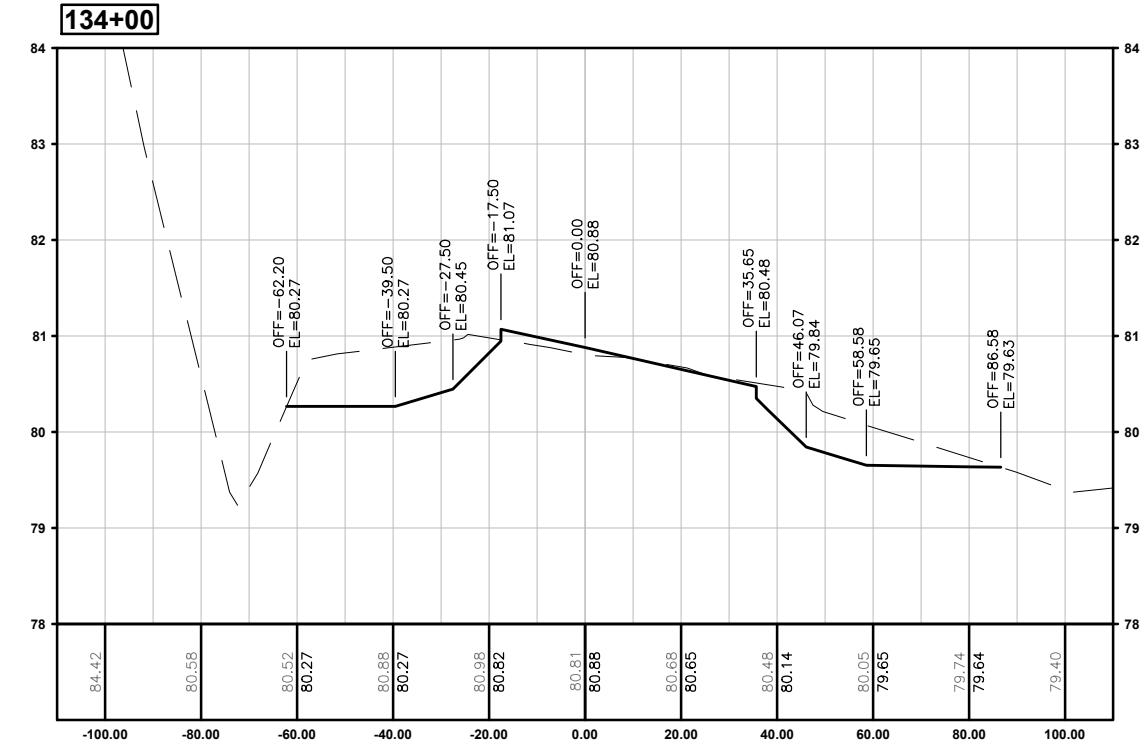
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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C611-C615

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PROPOSED ELEVATION
STATION

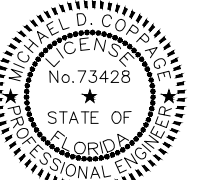
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VERTICAL SCALE IN FEET

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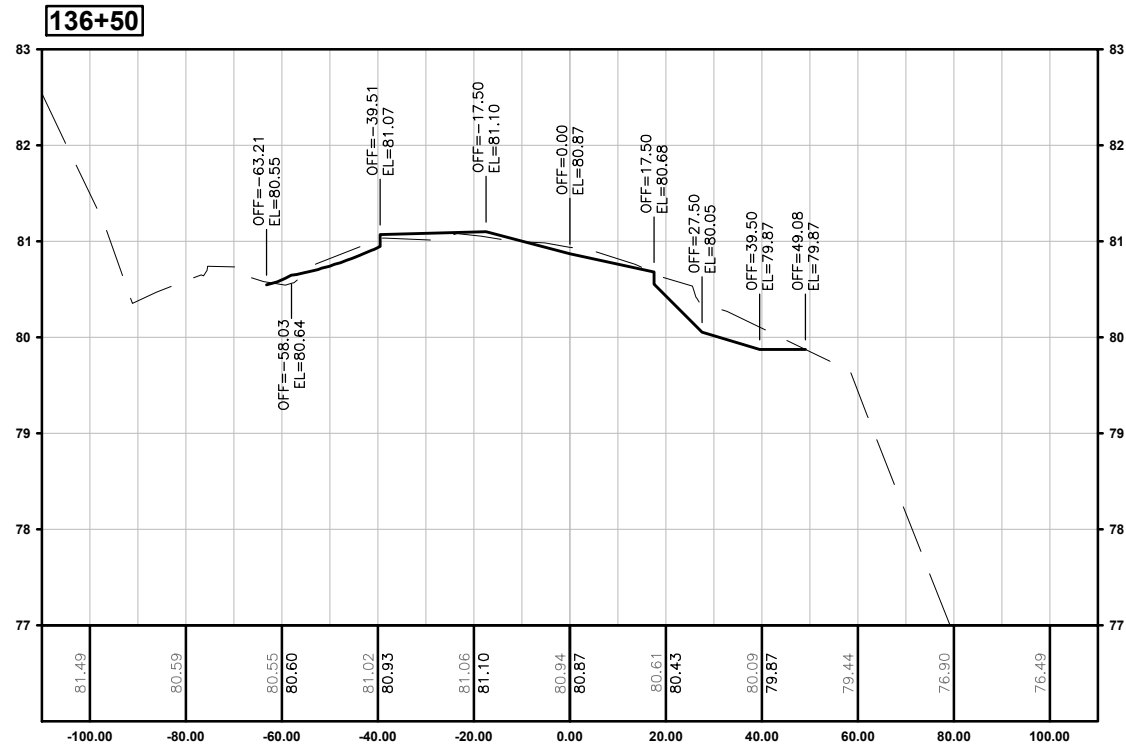
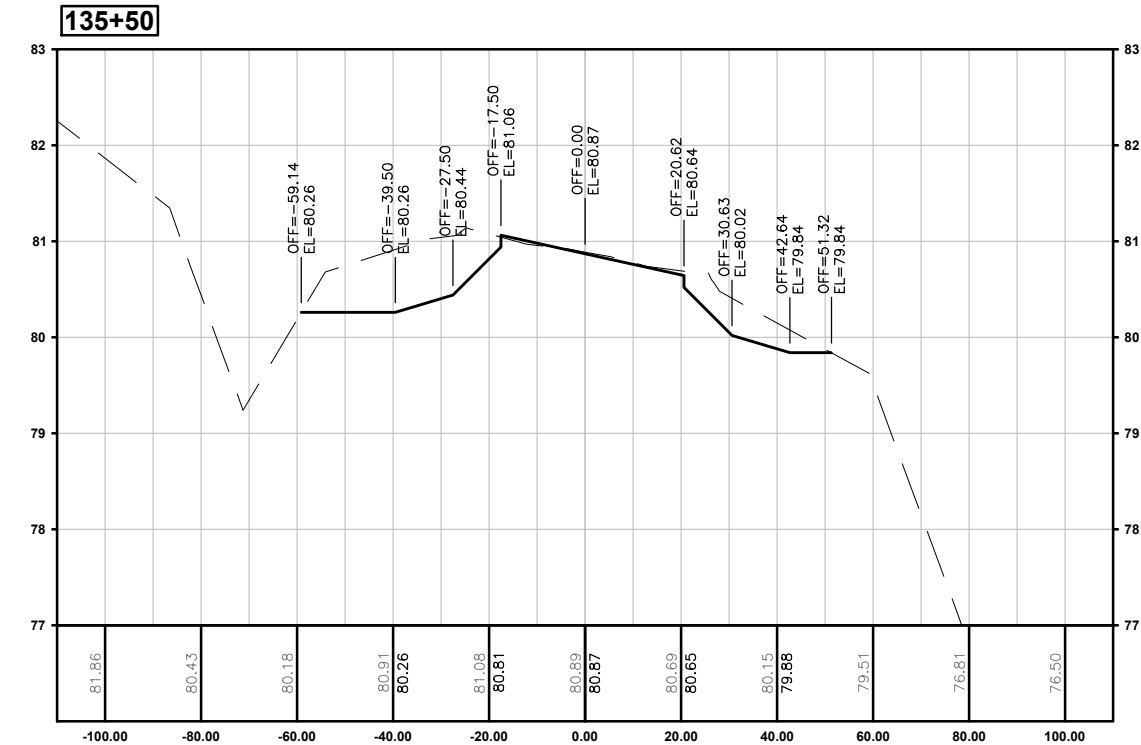
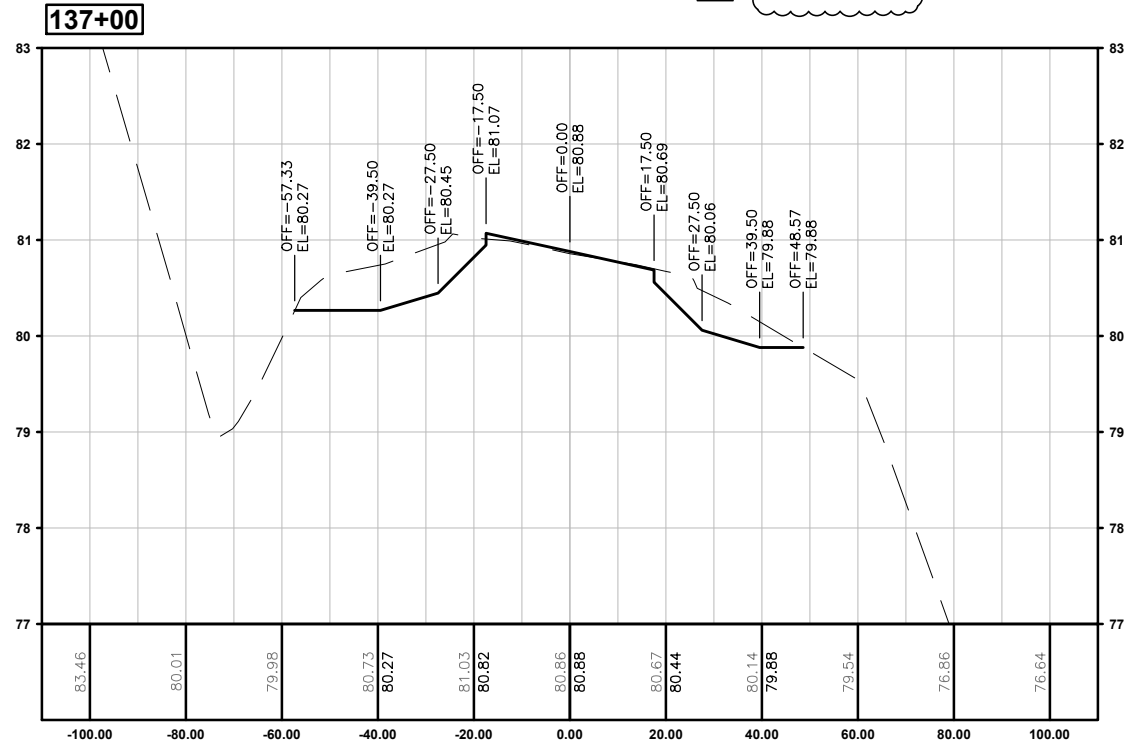
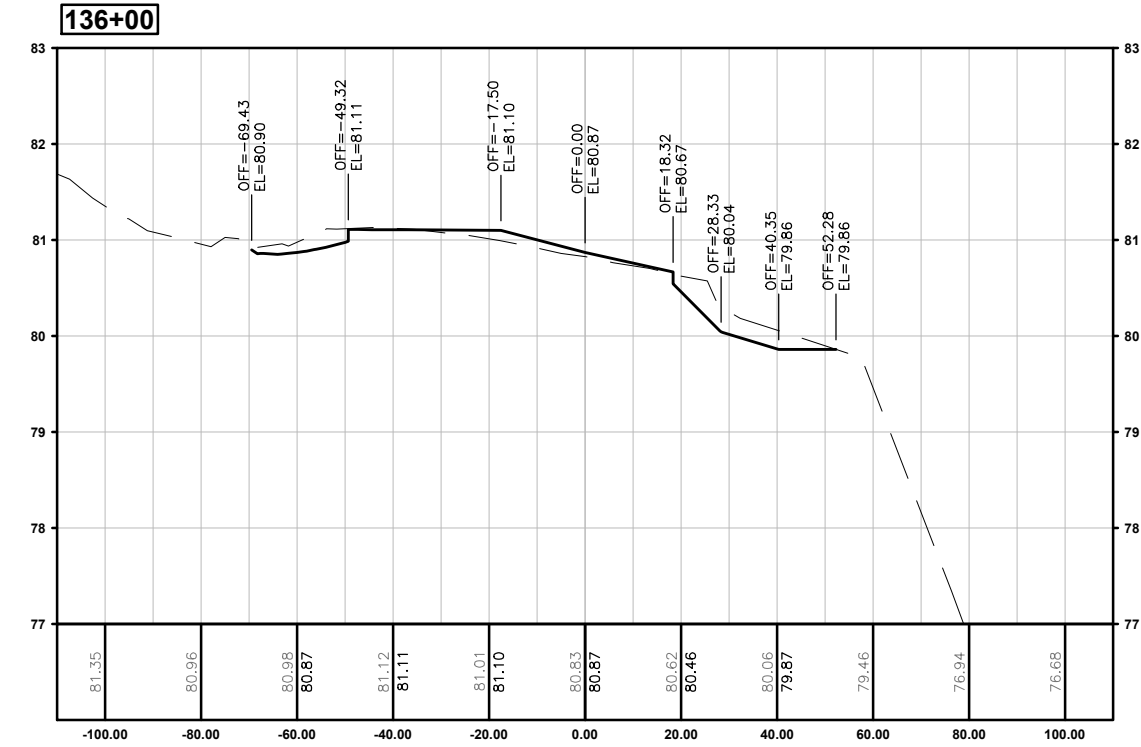
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CHECKED BY: JAK
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DATE: APRIL 2021

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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
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— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

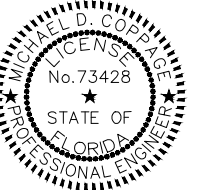
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HORIZONTAL SCALE IN FEET

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VERTICAL SCALE IN FEET

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REISSUED SHEET



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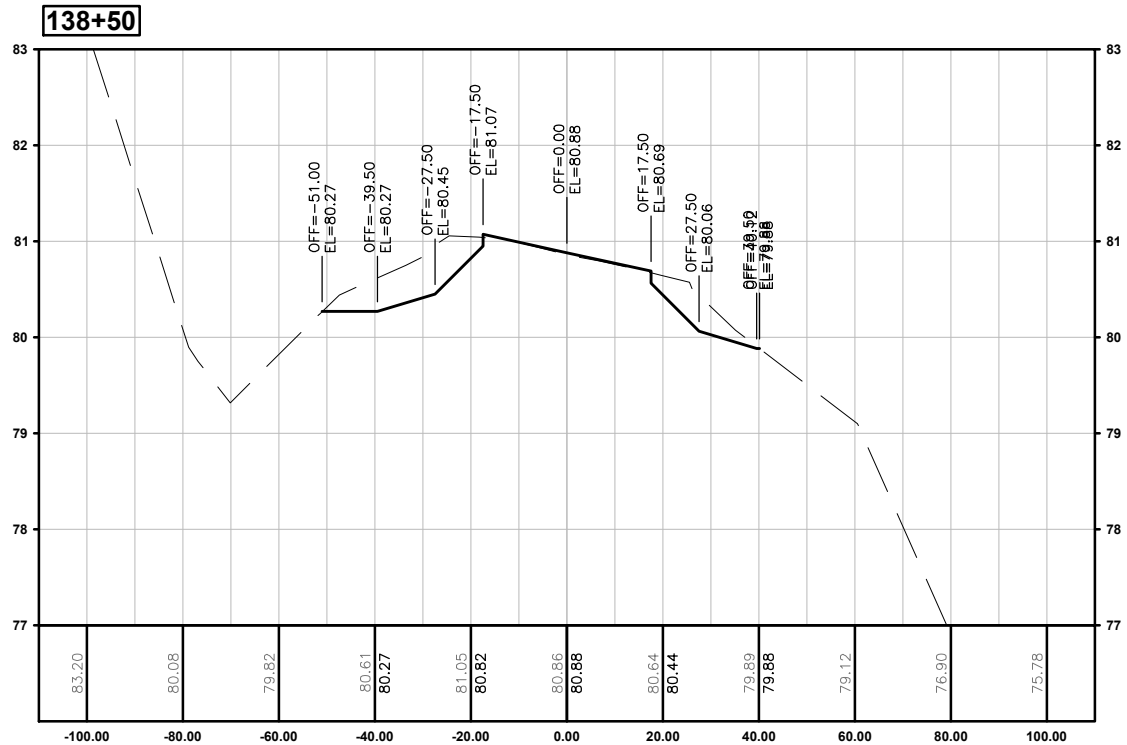
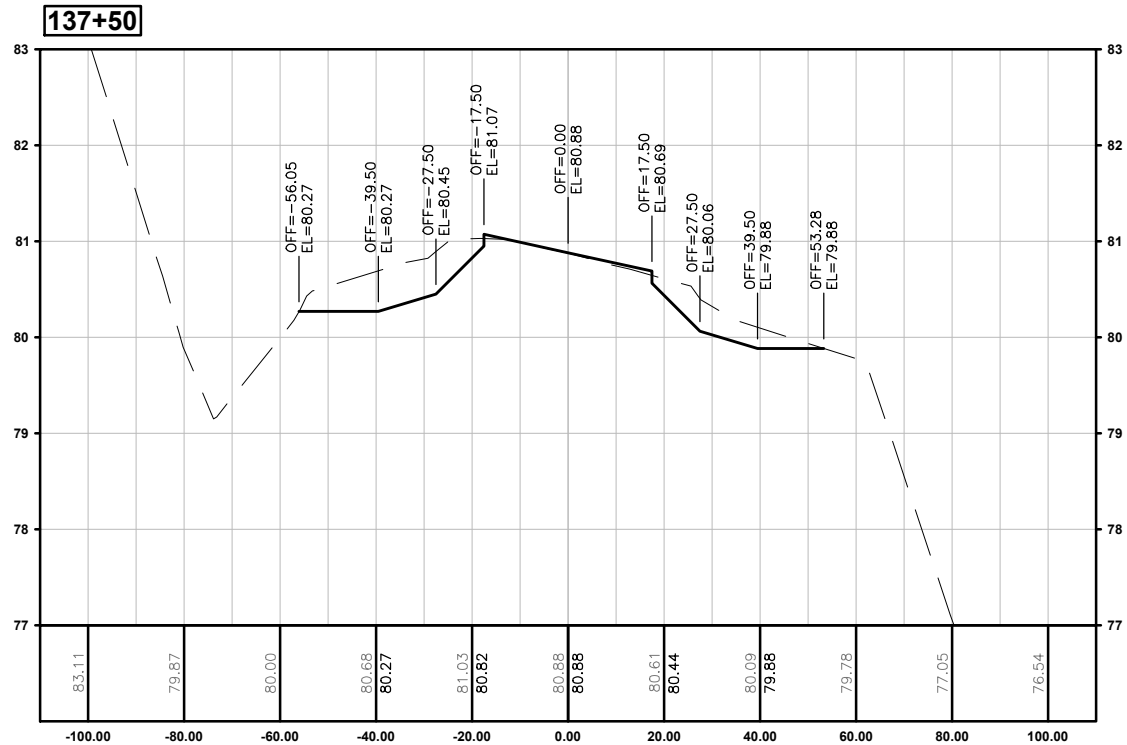
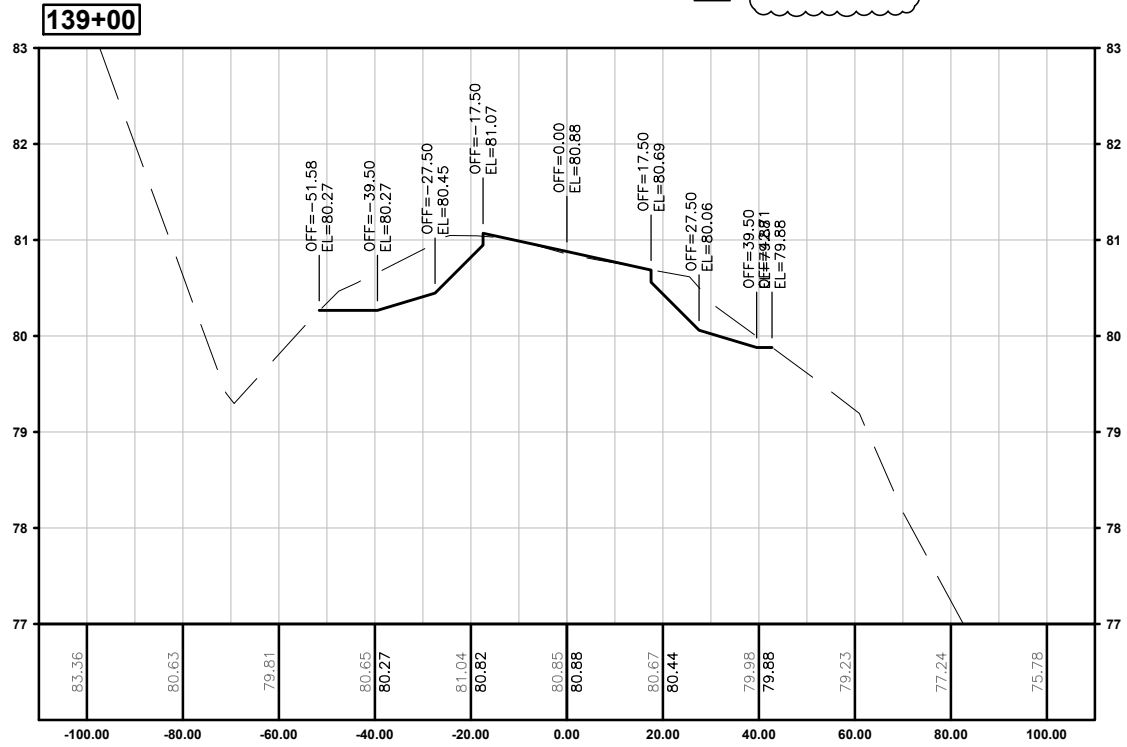
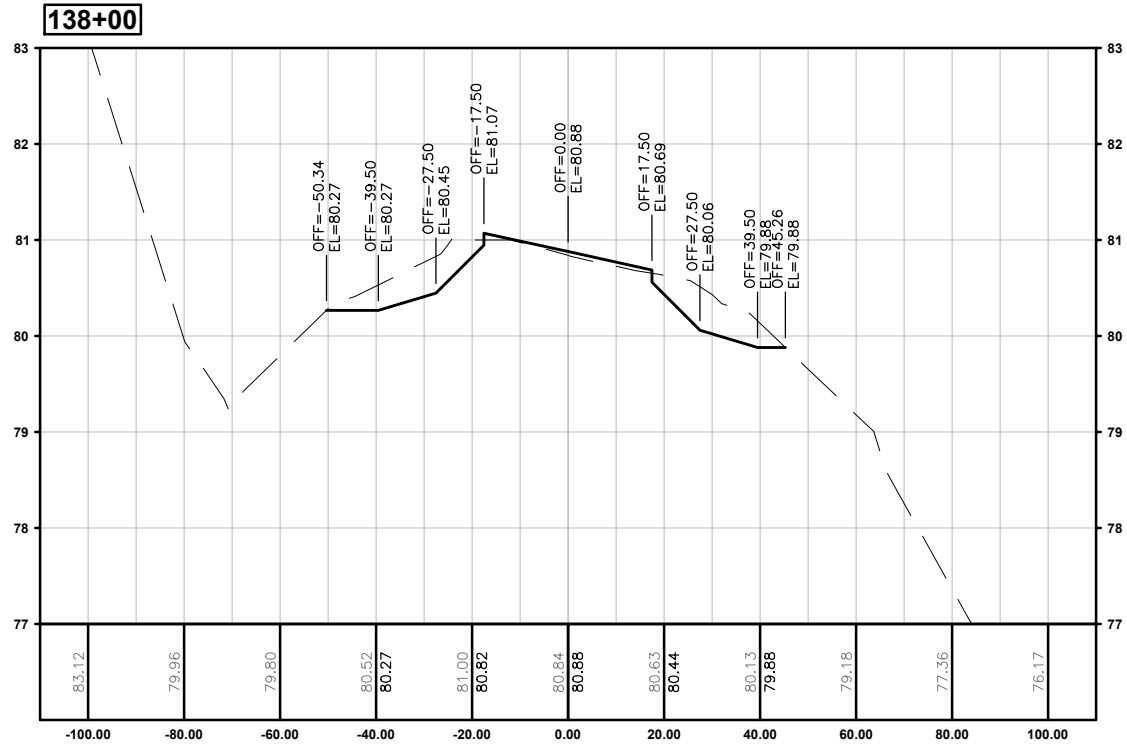
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DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C611-C615

**DRAWING
C614**

ISSUED FOR BIDDING

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— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

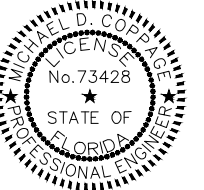
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HORIZONTAL SCALE IN FEET

1 0.5 0 1
VERTICAL SCALE IN FEET

1
REISSUED SHEET



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**ZEPHYRHILLS
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SCALE: GRAPHIC

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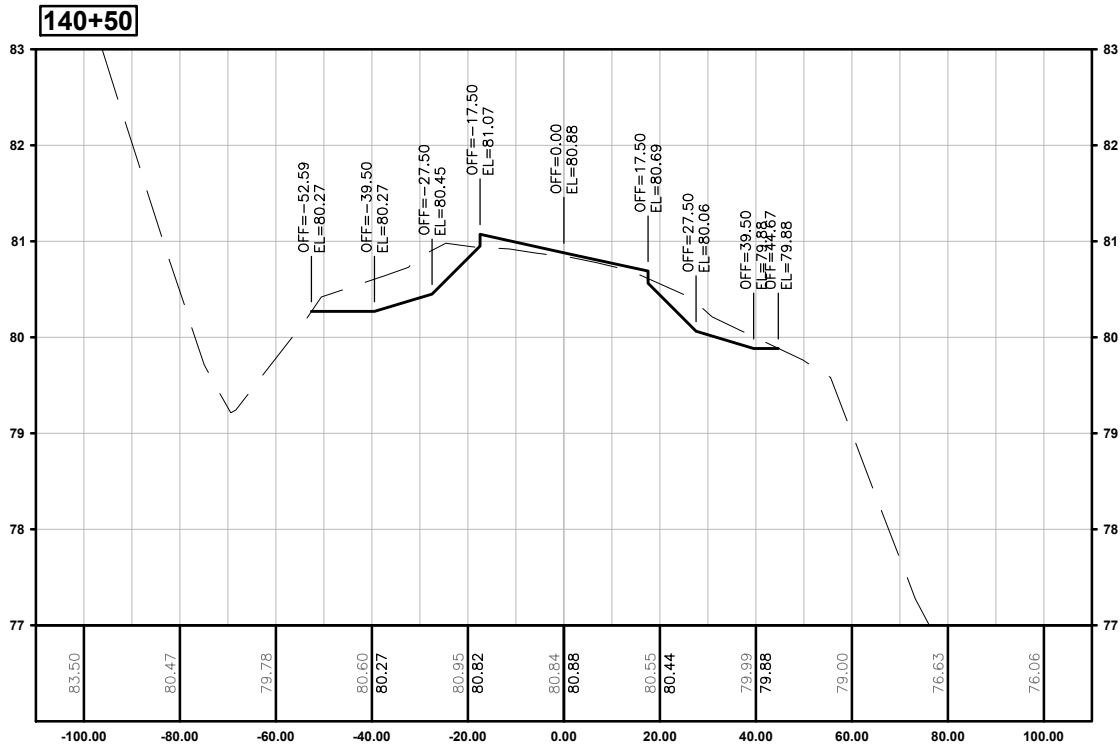
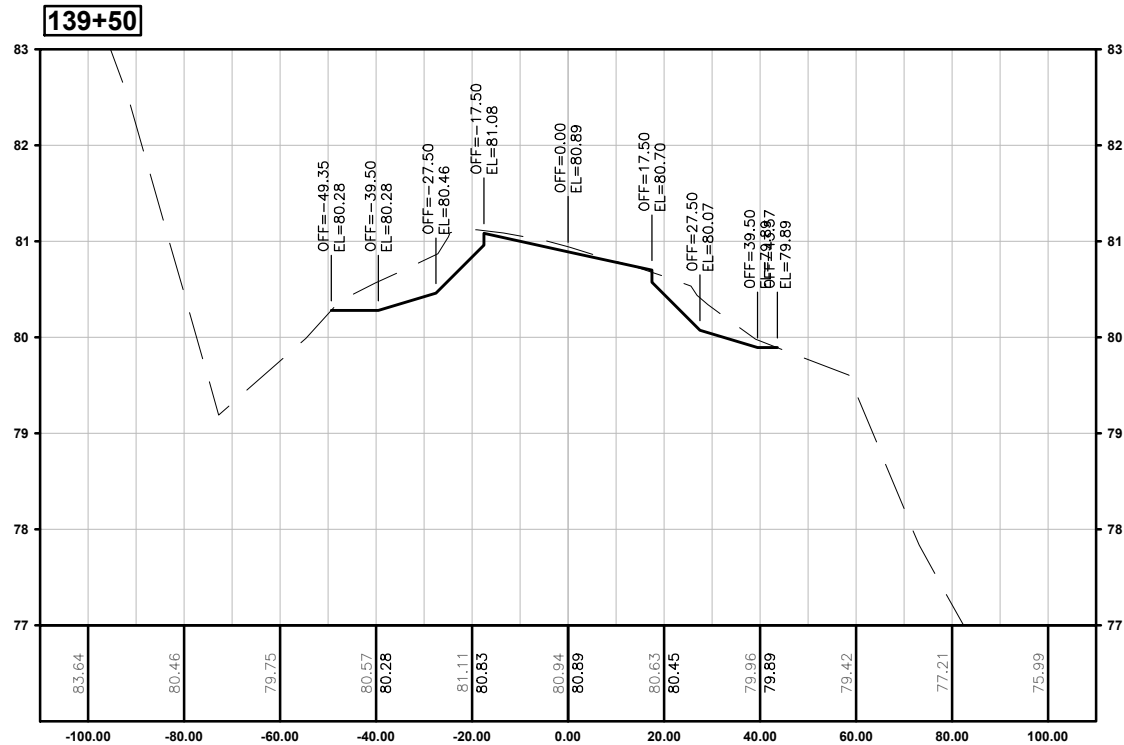
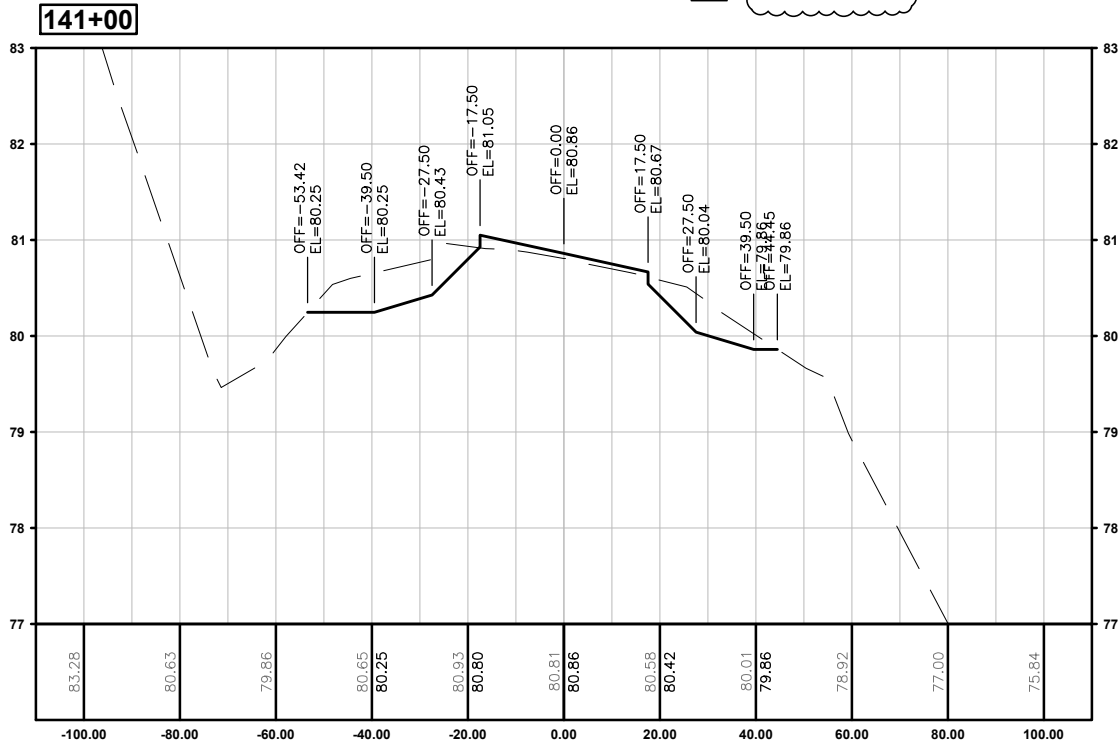
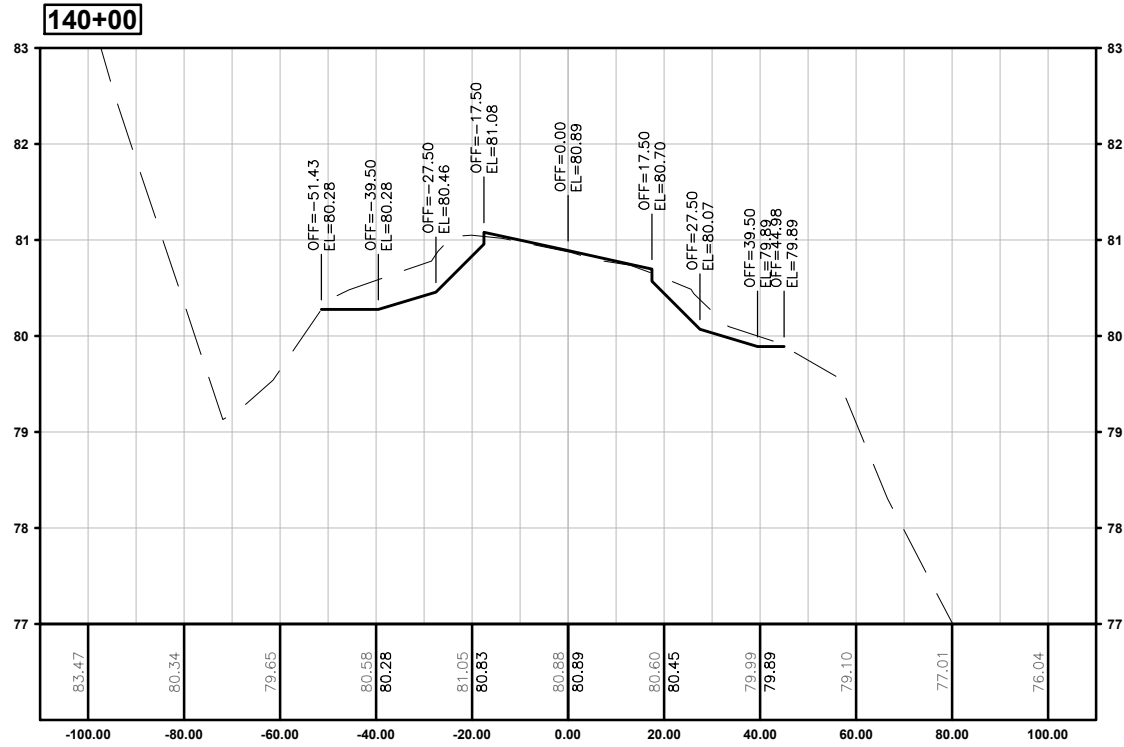
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DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C611-C615

**DRAWING
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--- EXISTING GRADE
— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

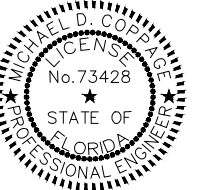
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HORIZONTAL SCALE IN FEET

1 0.5 0 1
VERTICAL SCALE IN FEET

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REISSUED SHEET



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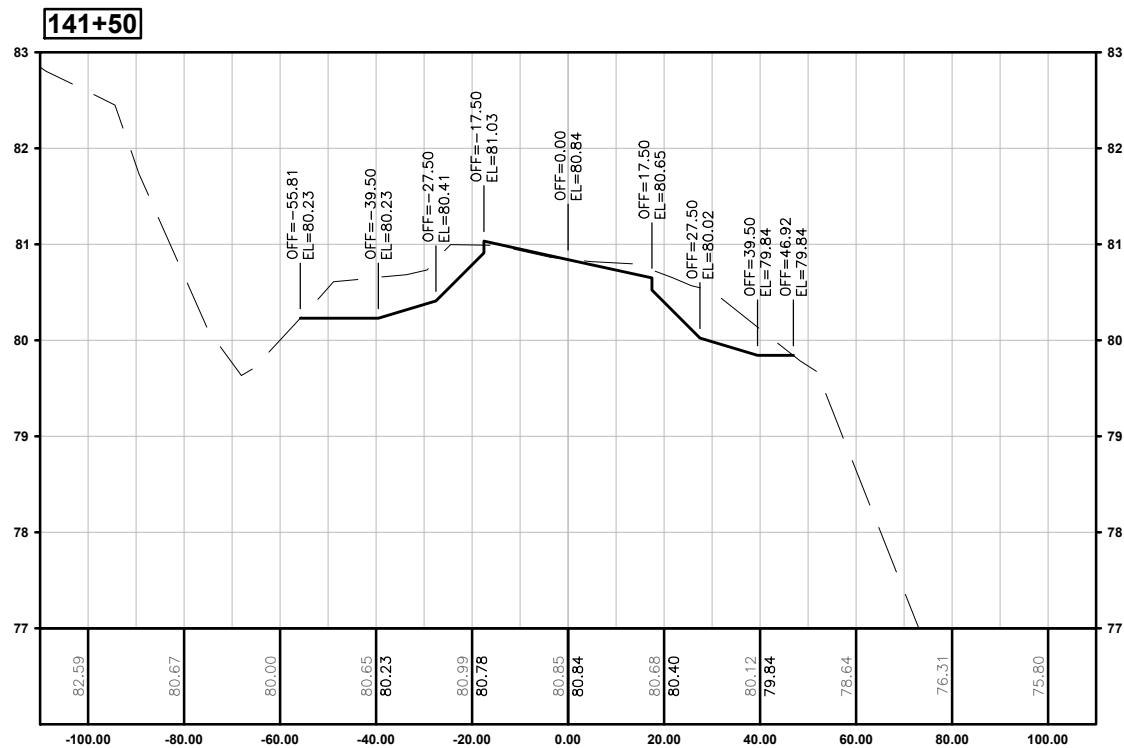
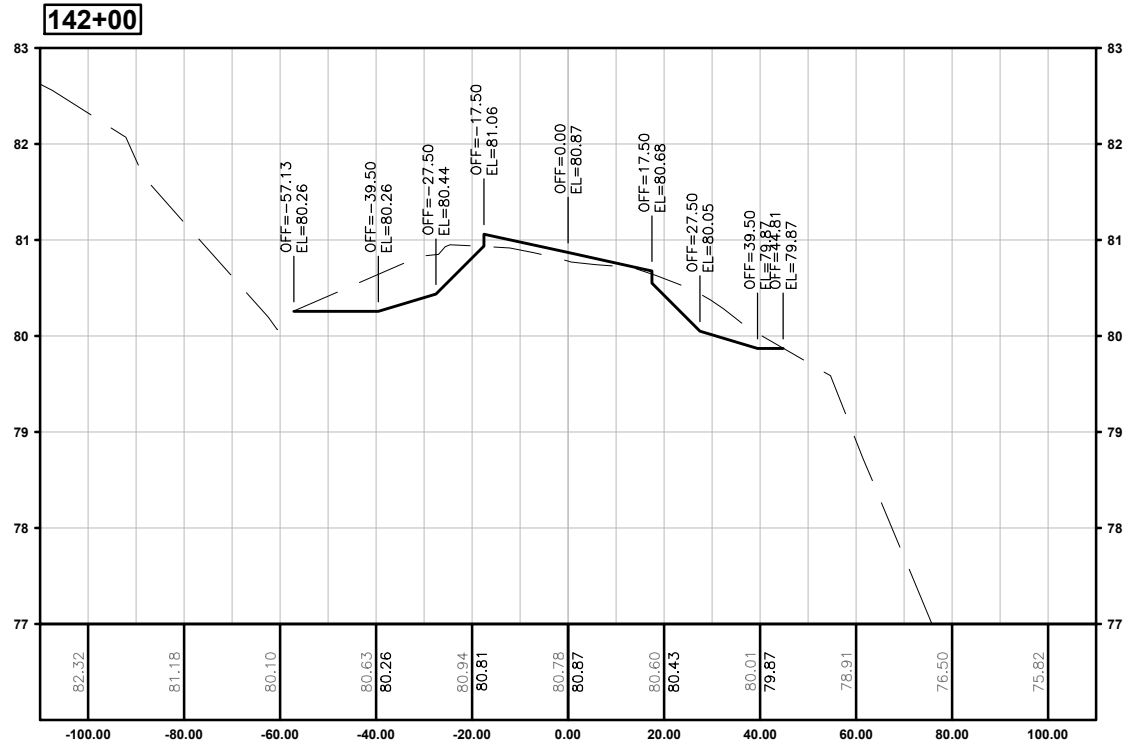
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CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

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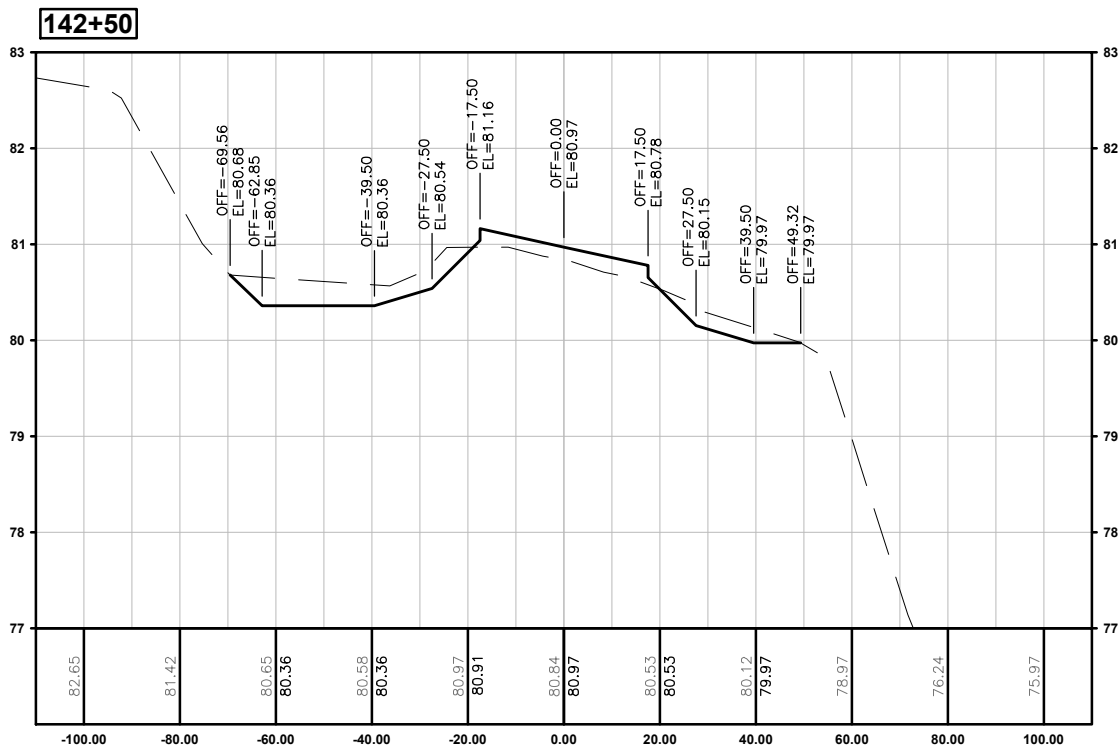
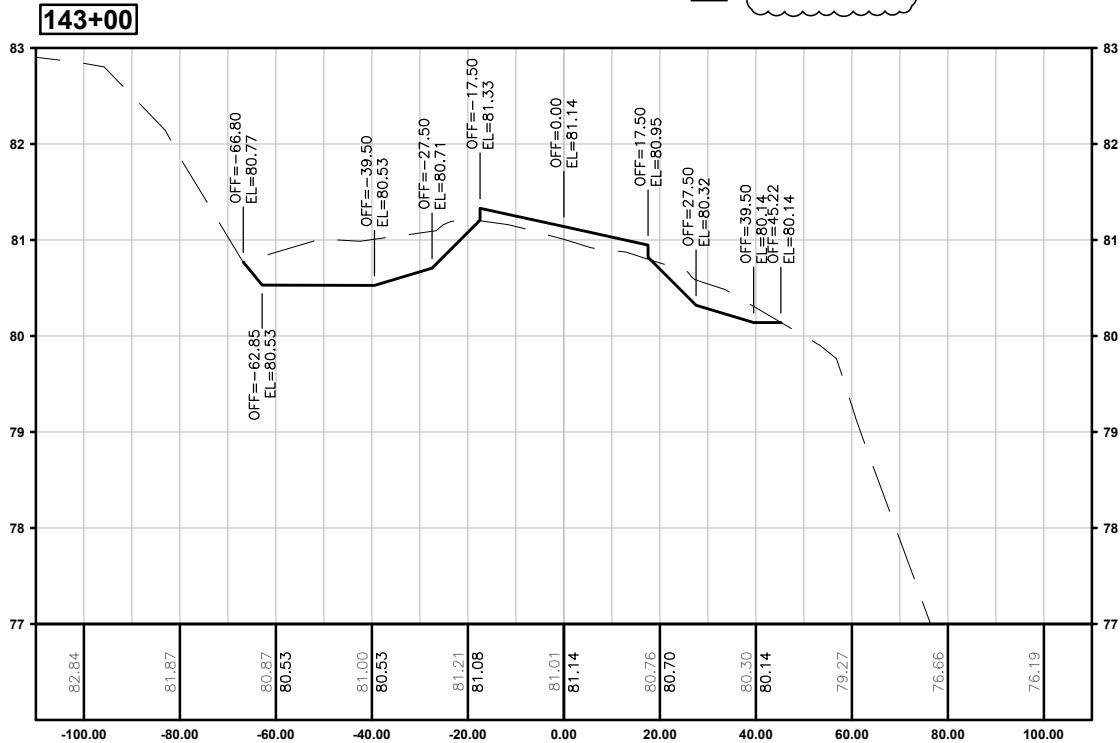
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ISSUED FOR BIDDING

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— PROPOSED GRADE

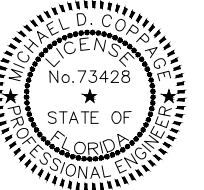
EXISTING ELEVATION
PROPOSED ELEVATION
STATION

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HORIZONTAL SCALE IN FEET

1 0.5 0 1
VERTICAL SCALE IN FEET



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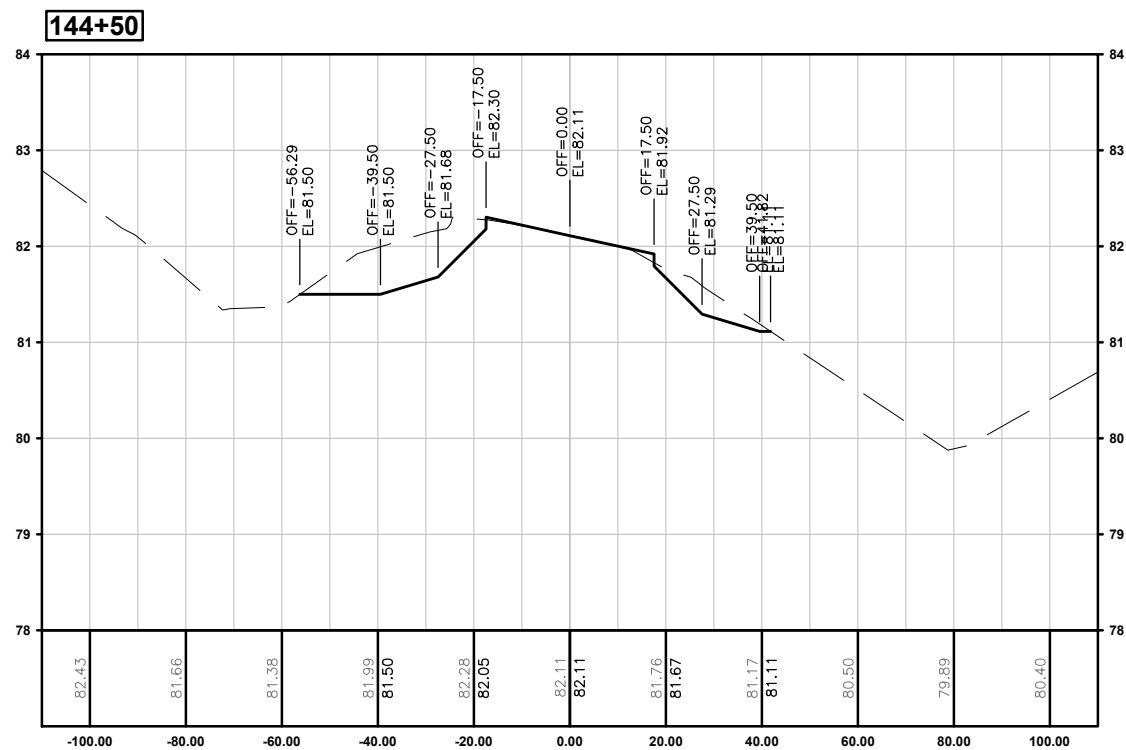
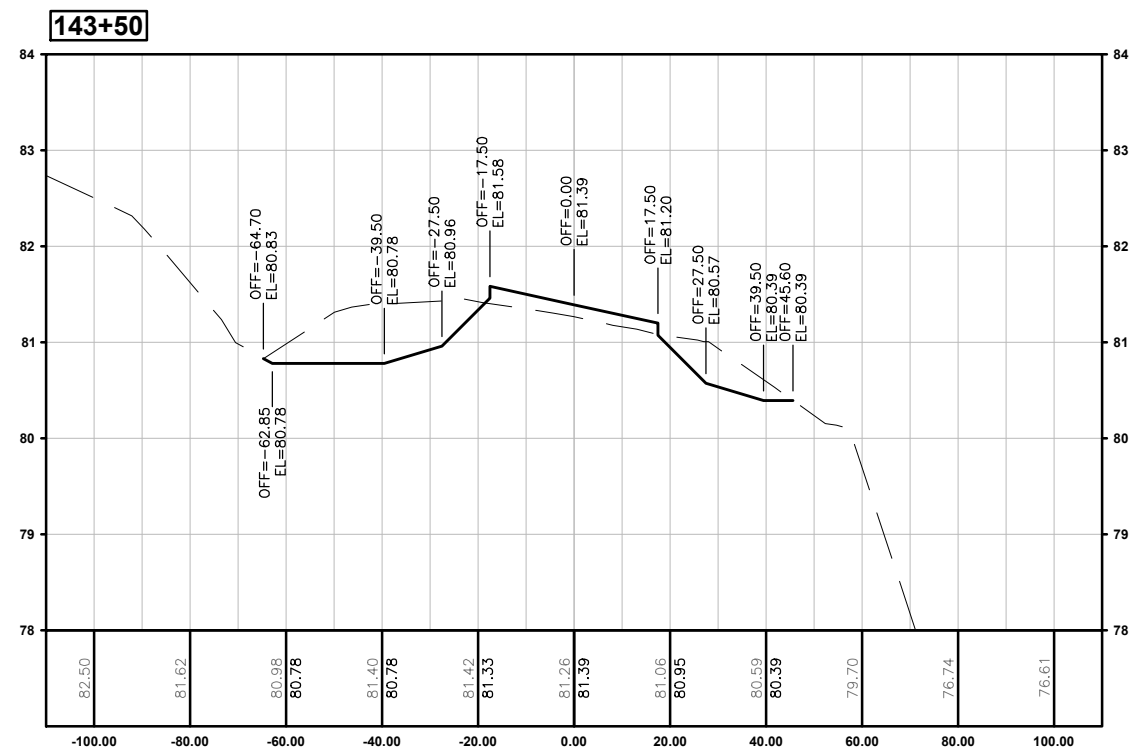
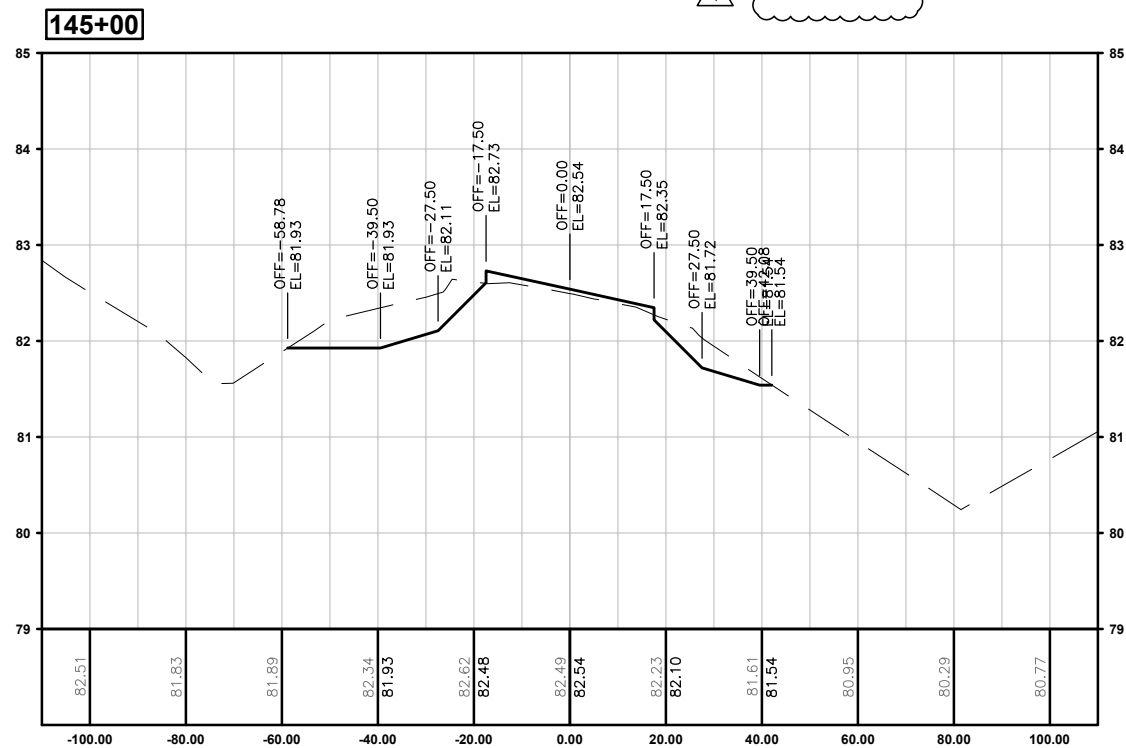
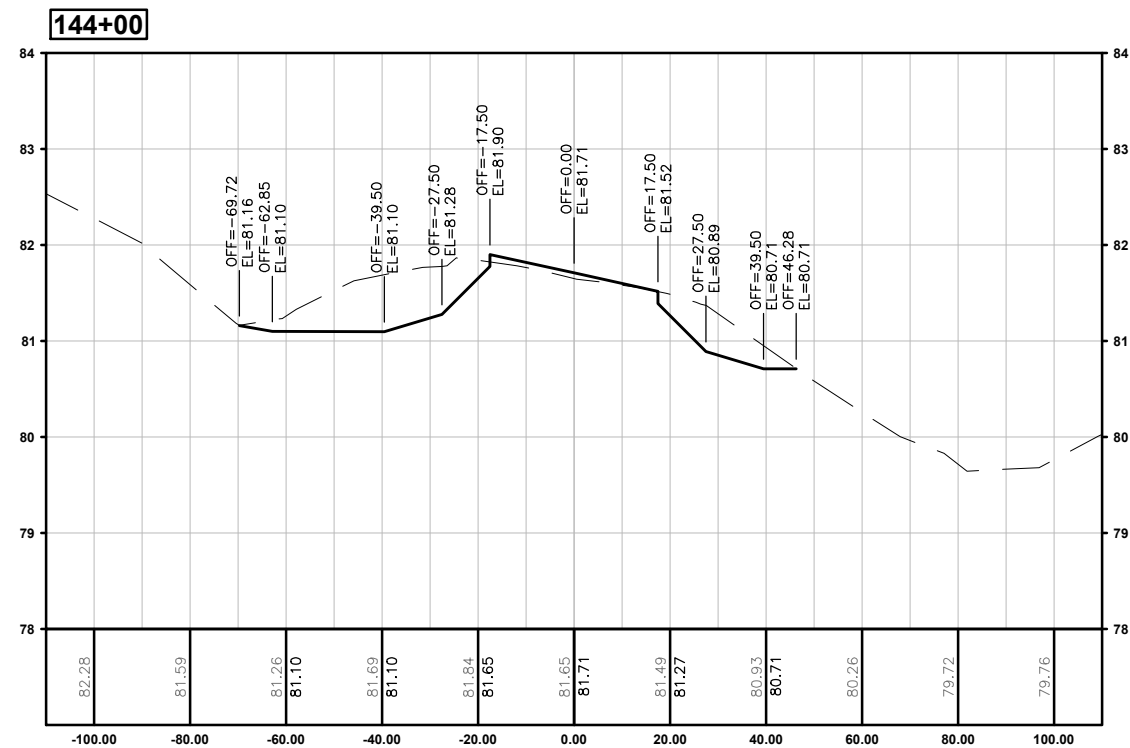
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NO.	DATE	BY	DESCRIPTION
△	4-23-21	MDC	ADDENDUM 1

DESIGNED BY: MDC
DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C616-C620

**DRAWING
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ISSUED FOR BIDDING



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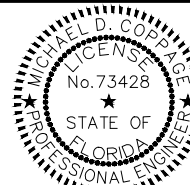
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— — — EXISTING GRADE
 _____ PROPOSED GRADE

STATION	EXISTING ELEVATION	PROPOSED ELEVATION
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REVISIONS:

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DRAWN BY: HL

CHECKED BY: JAK

APPROVED BY: SS

DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020

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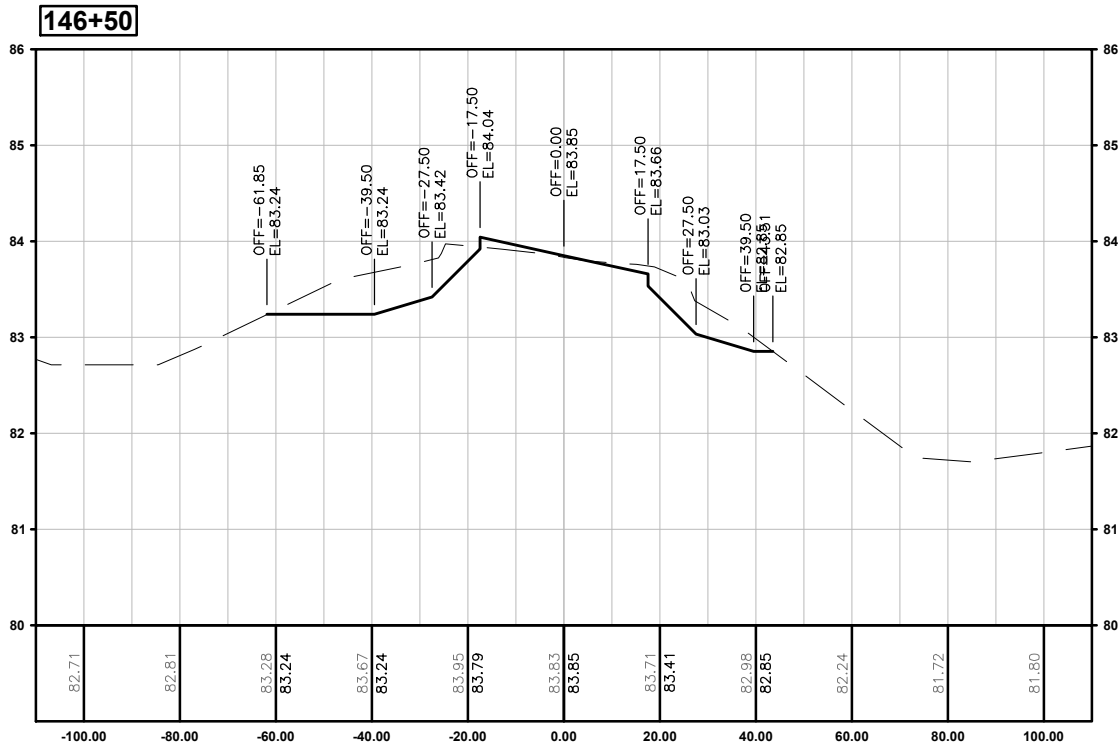
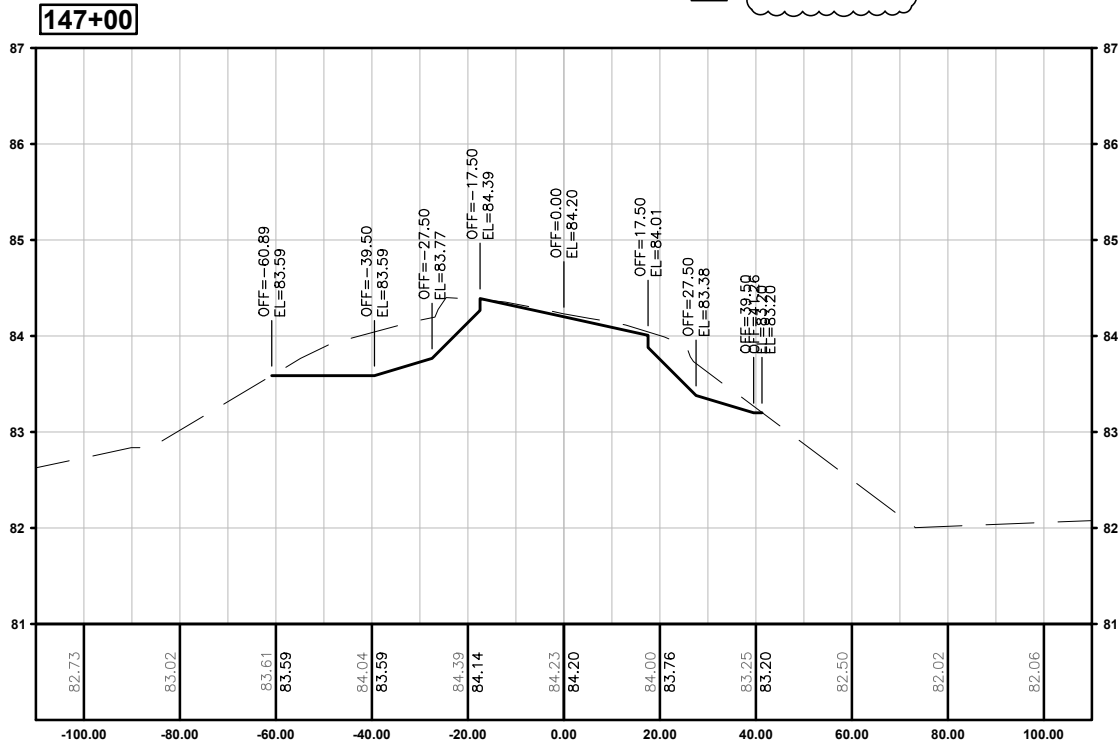
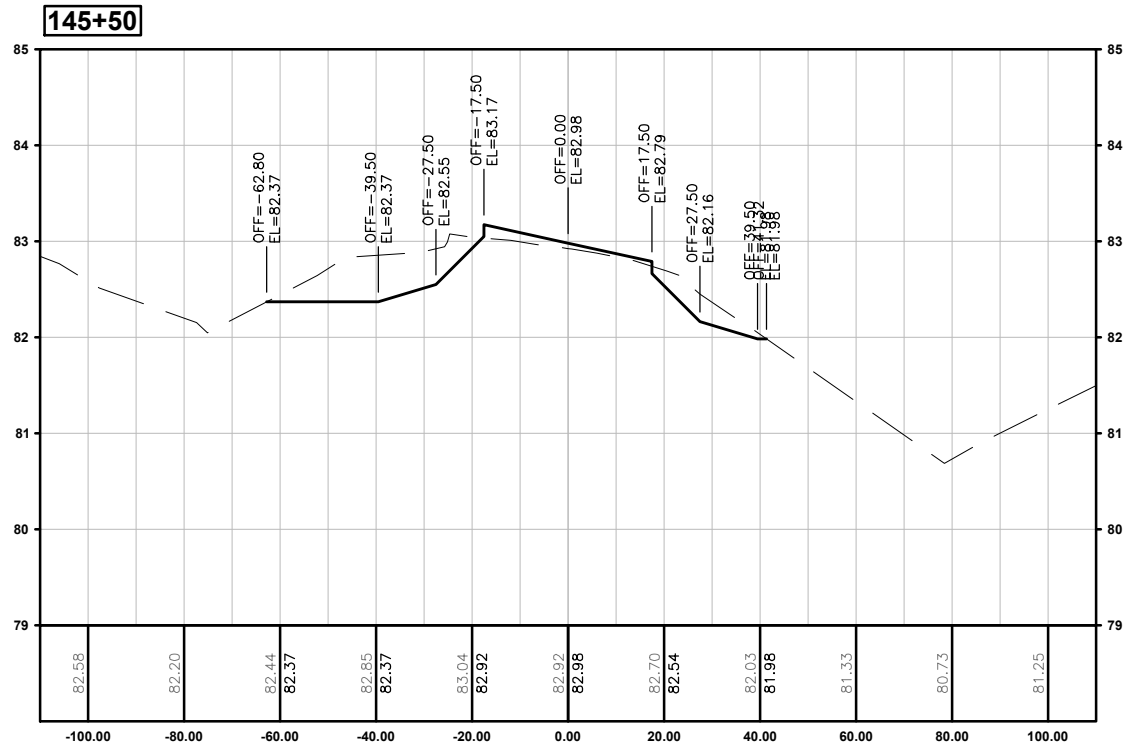
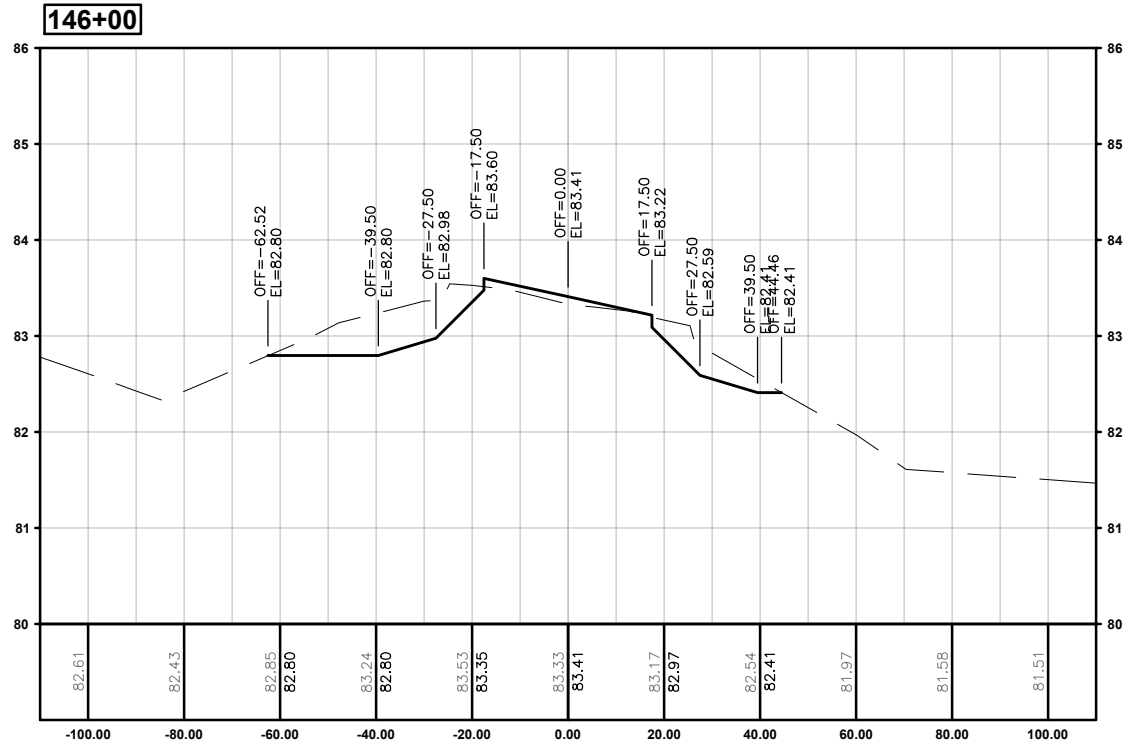
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CADD FILENAME 20001703_C616-C620

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1 REISSUED SHEET

LEGEND

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— PROPOSED GRADE

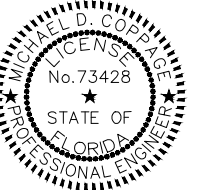
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PROPOSED ELEVATION
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HORIZONTAL SCALE IN FEET

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VERTICAL SCALE IN FEET



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**ZEPHYRHILLS
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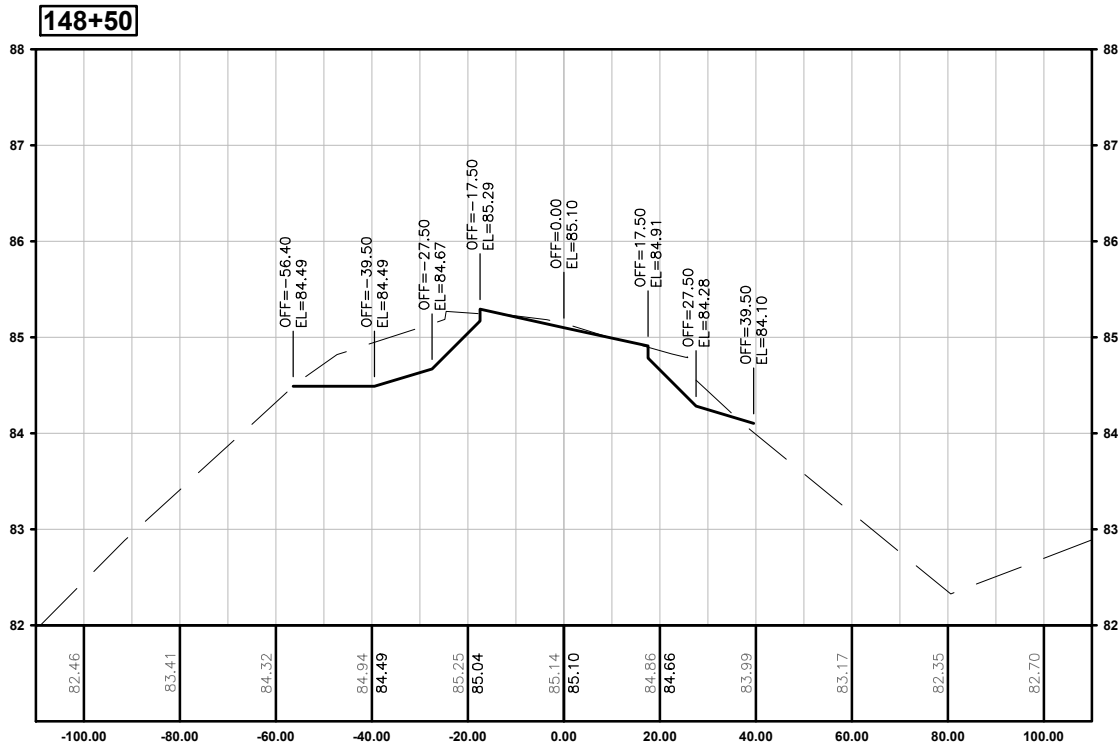
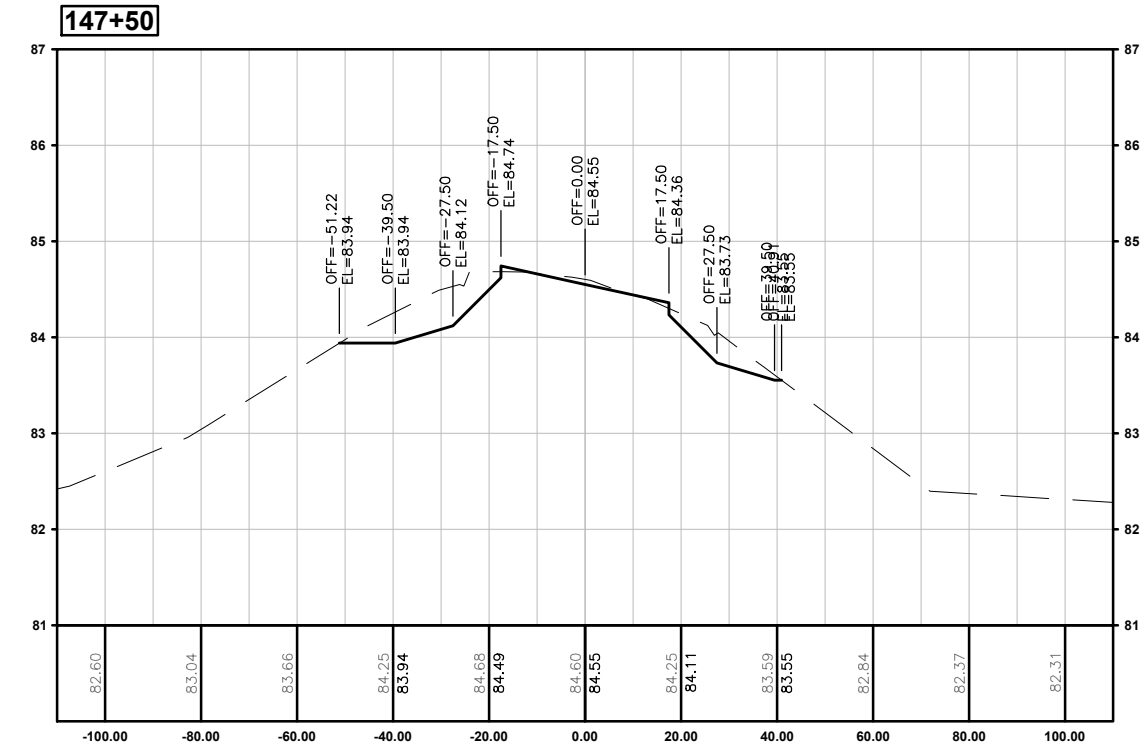
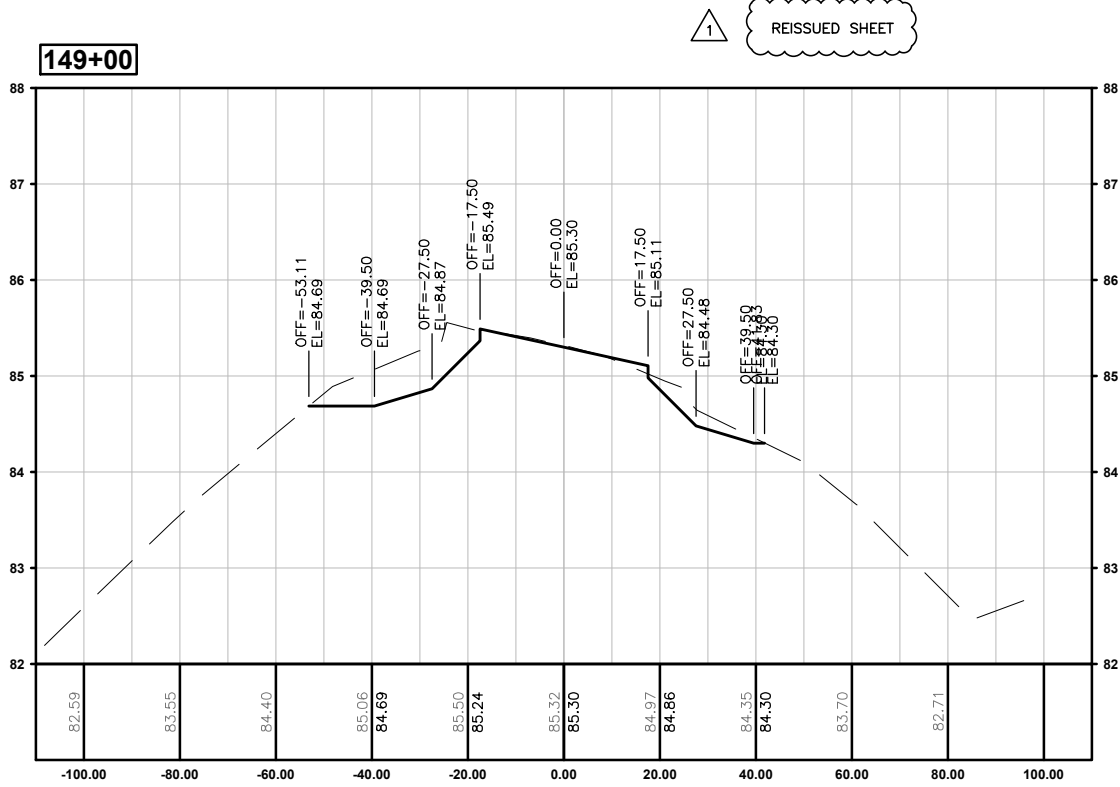
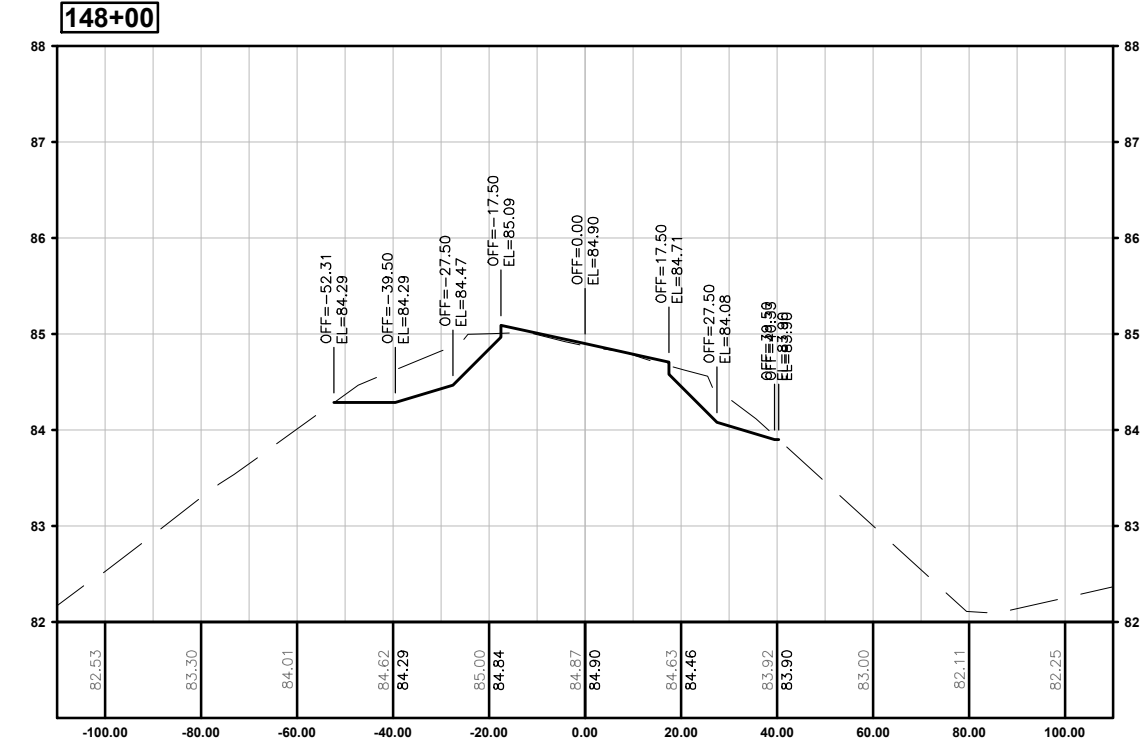
DESIGNED BY: MDC
DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C616-C620

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LEGEND

--- EXISTING GRADE
— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

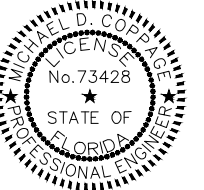
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1 0.5 0 1
VERTICAL SCALE IN FEET

1 REISSUED SHEET



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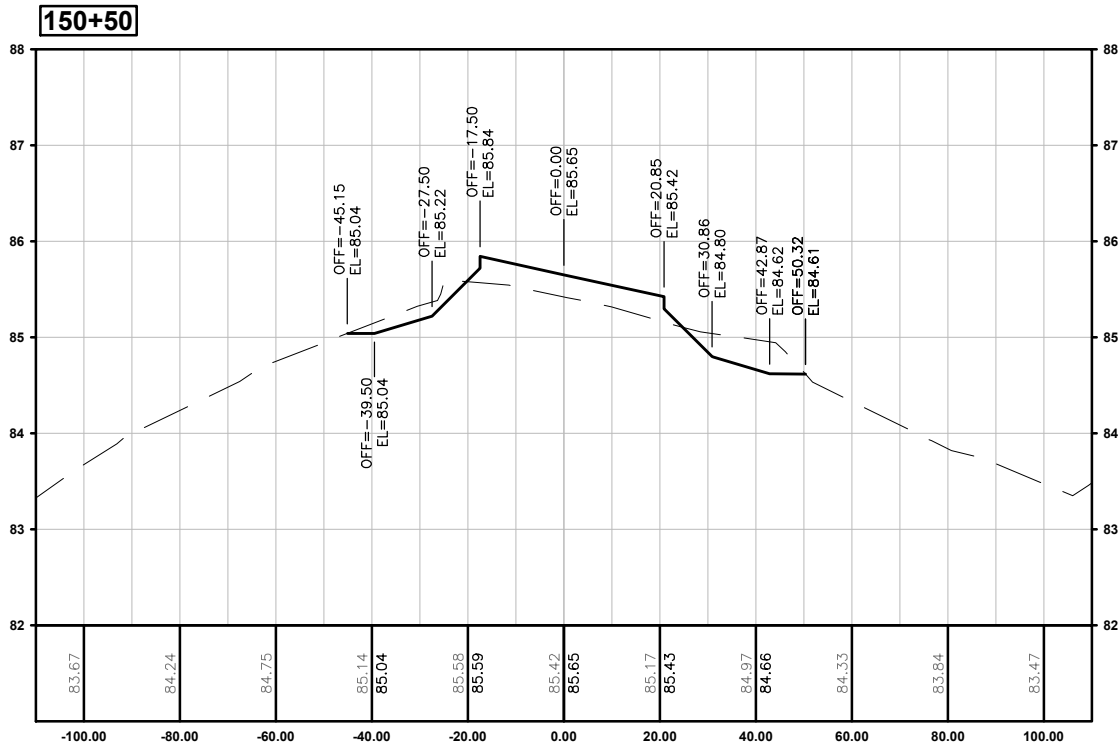
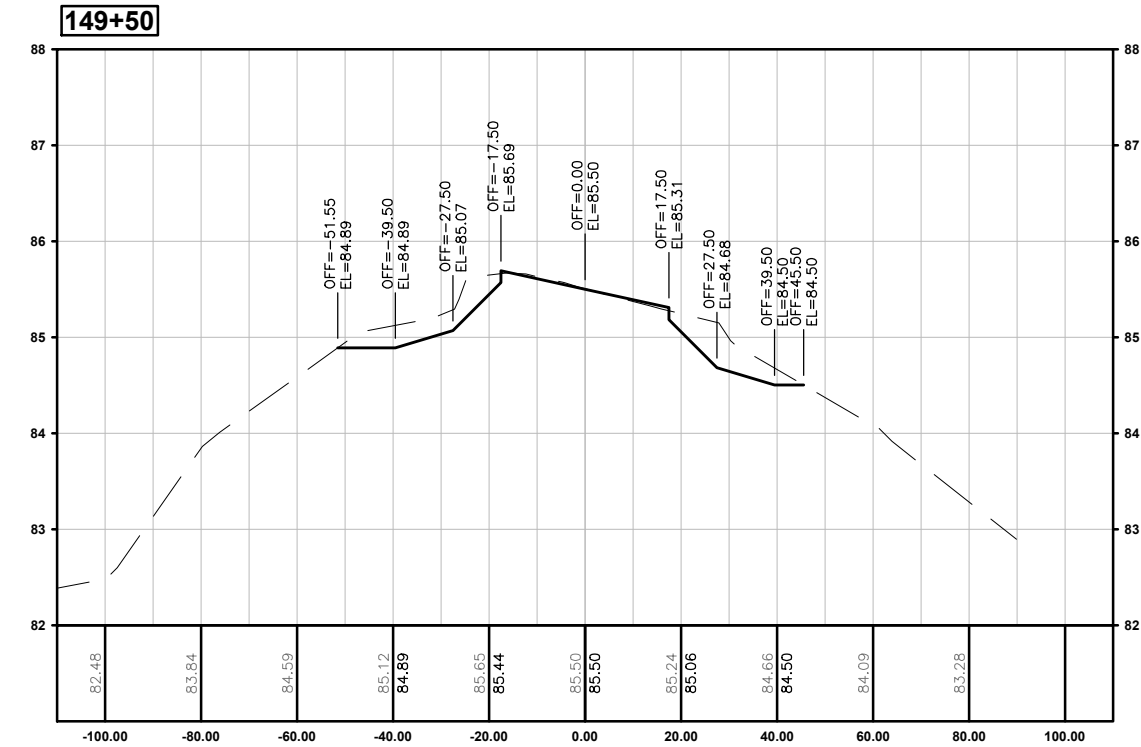
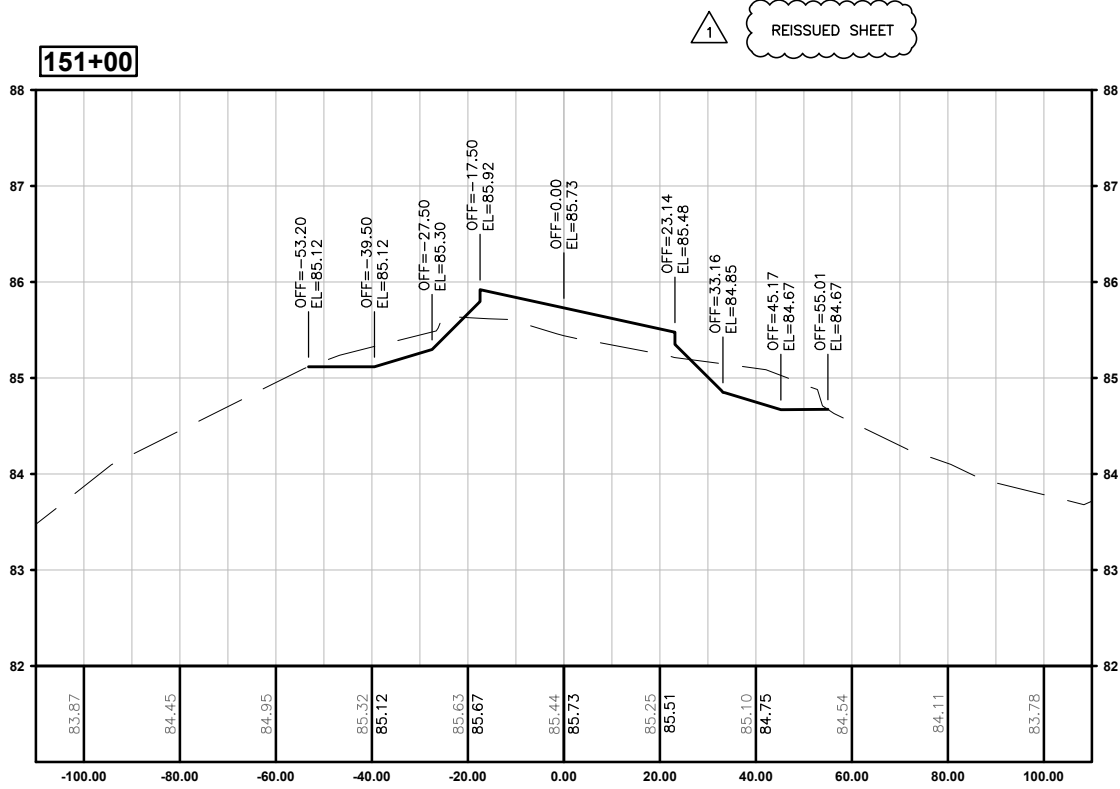
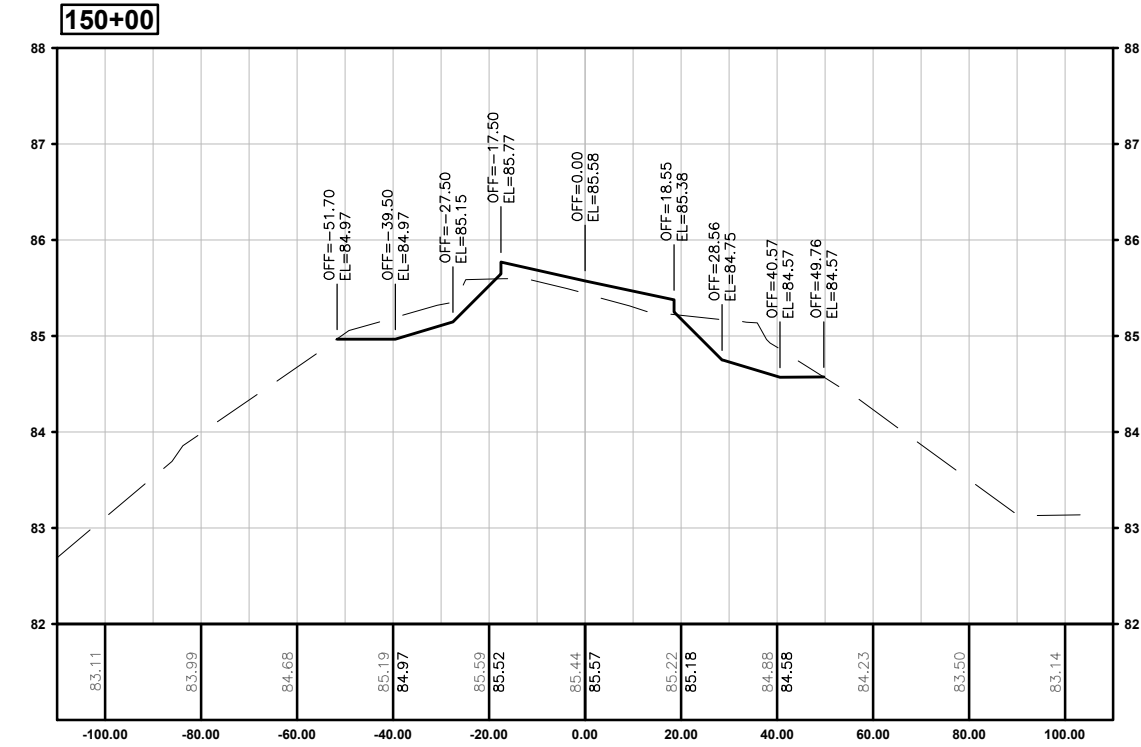
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APPROVED BY: SS
DATE: APRIL 2021

FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C616-C620

DRAWING
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LEGEND

--- EXISTING GRADE
— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

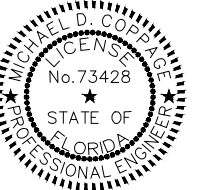
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1 0.5 0 1
VERTICAL SCALE IN FEET

1 REISSUED SHEET



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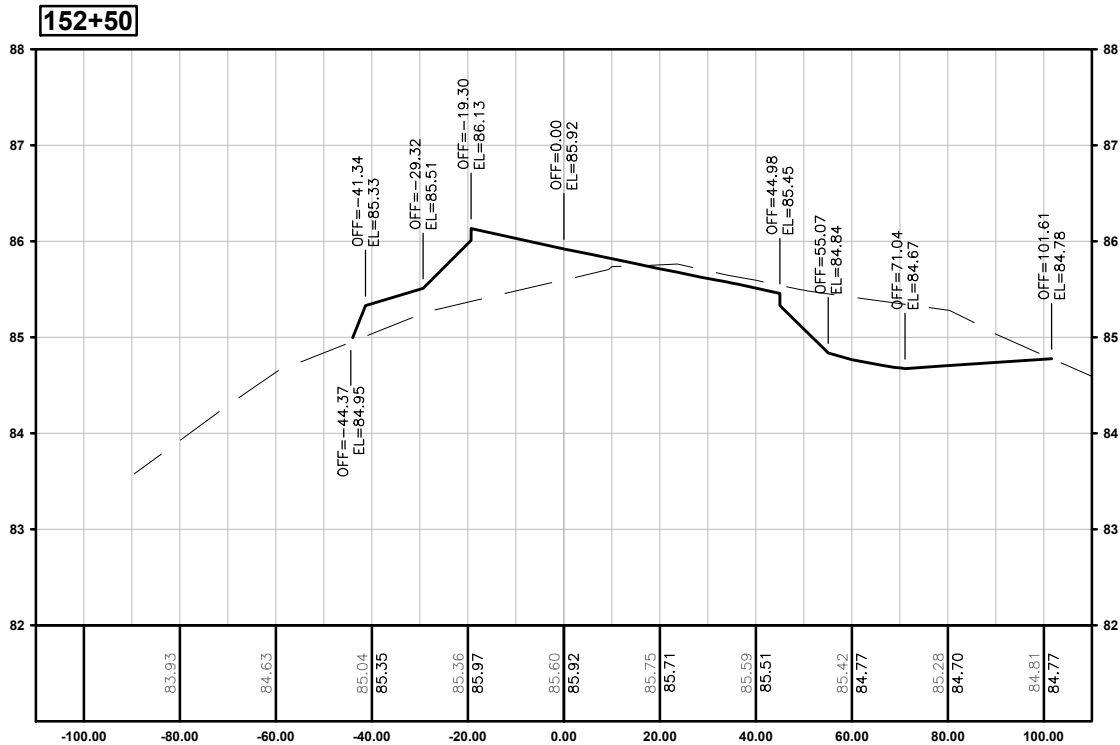
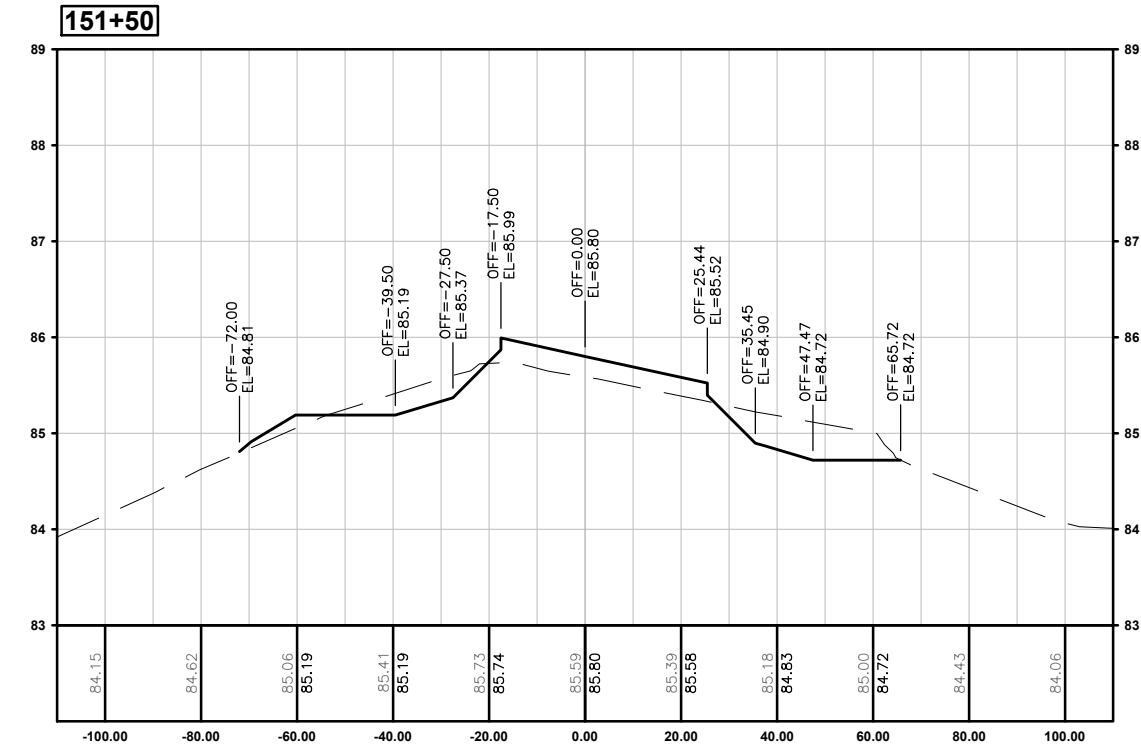
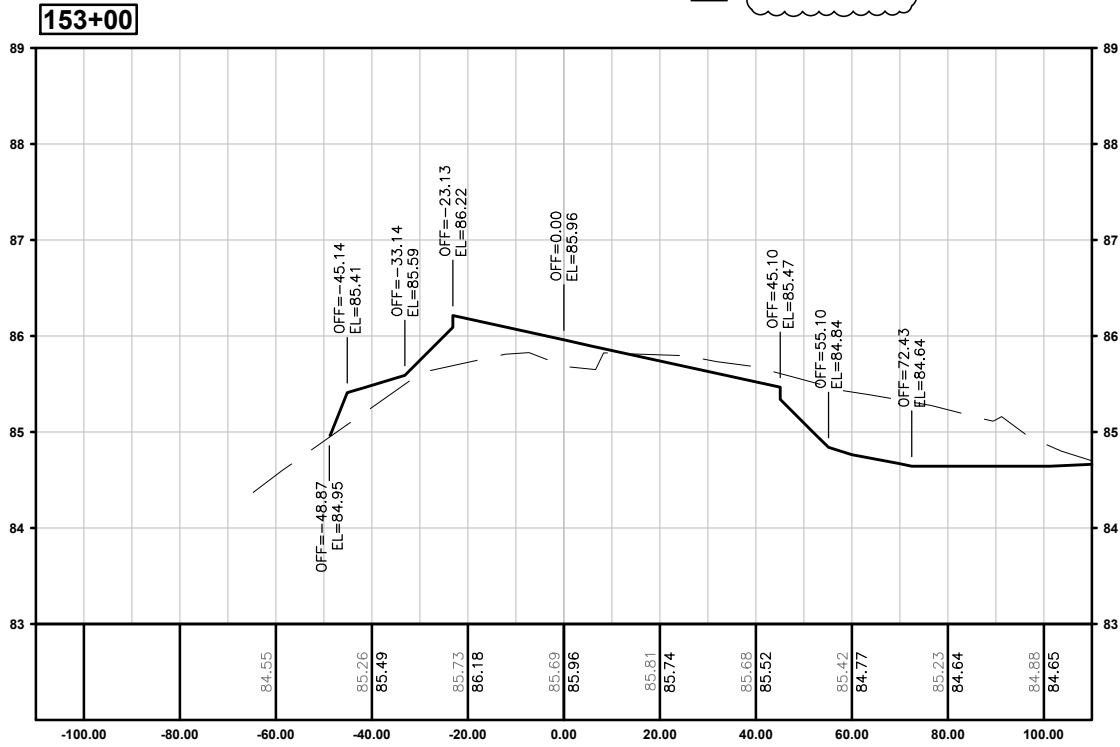
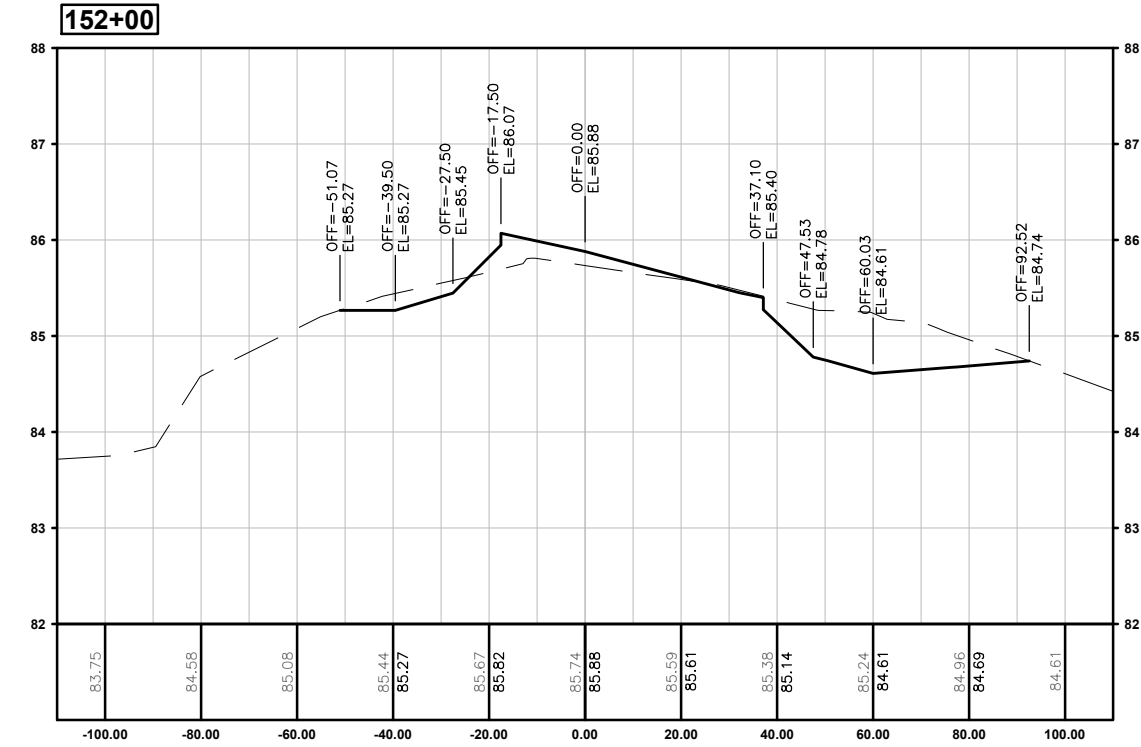
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DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
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LEGEND

--- EXISTING GRADE
— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

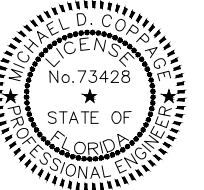
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HORIZONTAL SCALE IN FEET

1 0.5 0 1
VERTICAL SCALE IN FEET

1 REISSUED SHEET



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△	4-23-21	MDC	ADDENDUM 1

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DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

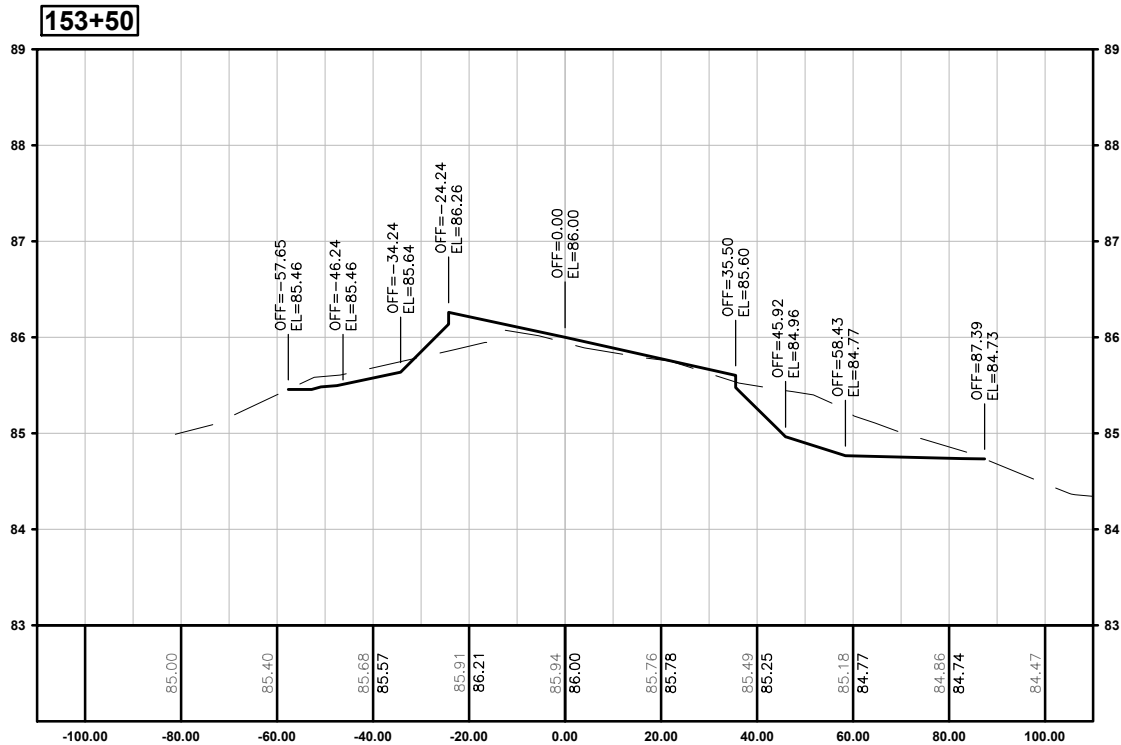
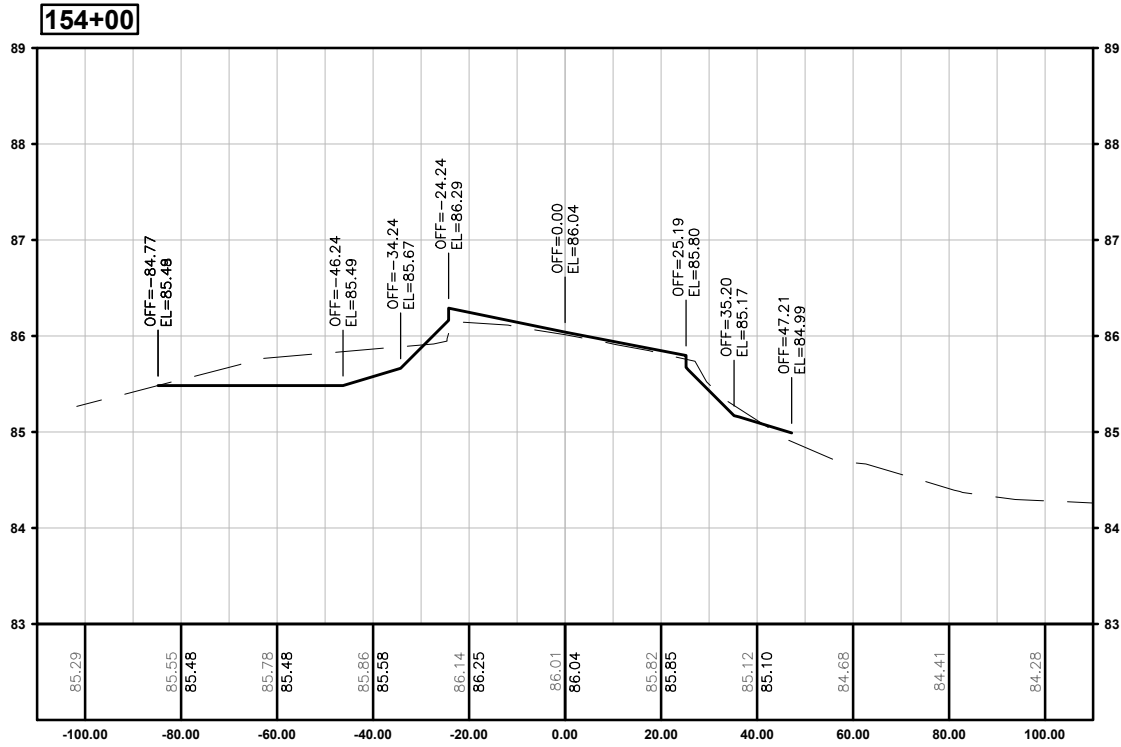
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LEGEND

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— PROPOSED GRADE

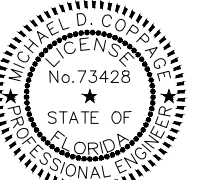
EXISTING ELEVATION
PROPOSED ELEVATION
STATION

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HORIZONTAL SCALE IN FEET

1 0.5 0 1
VERTICAL SCALE IN FEET



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**TAXIWAY A
REHABILITATION**

**ZEPHYRHILLS
MUNICIPAL AIRPORT
ZEPHYRHILLS, FLORIDA**

**CROSS SECTIONS (23
OF 27)**

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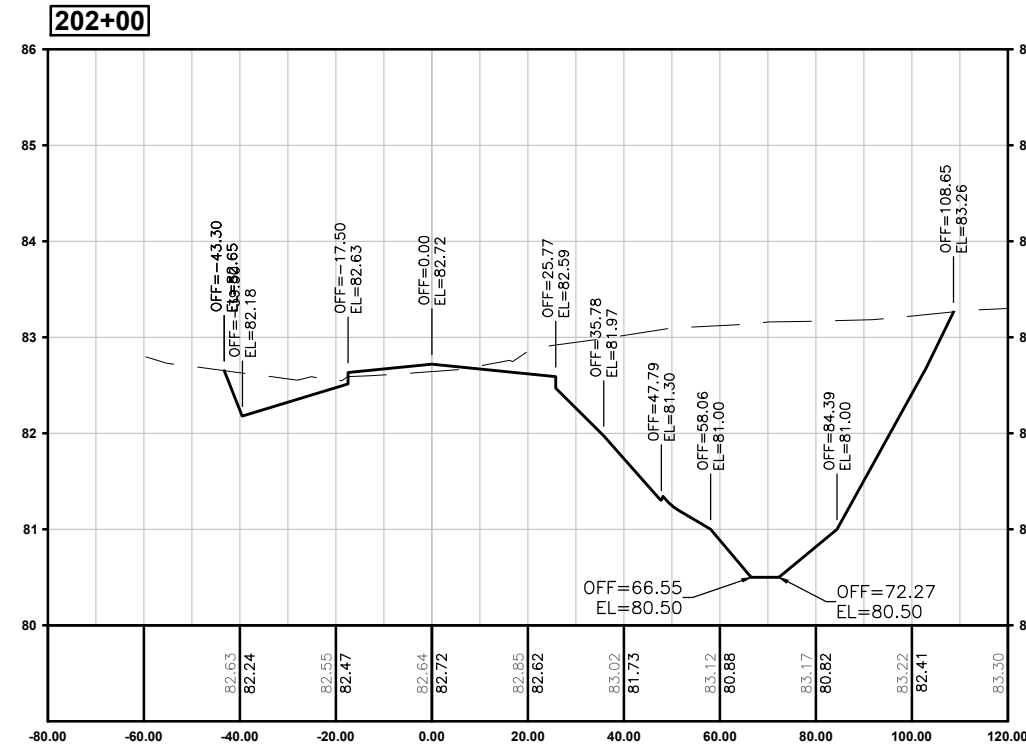
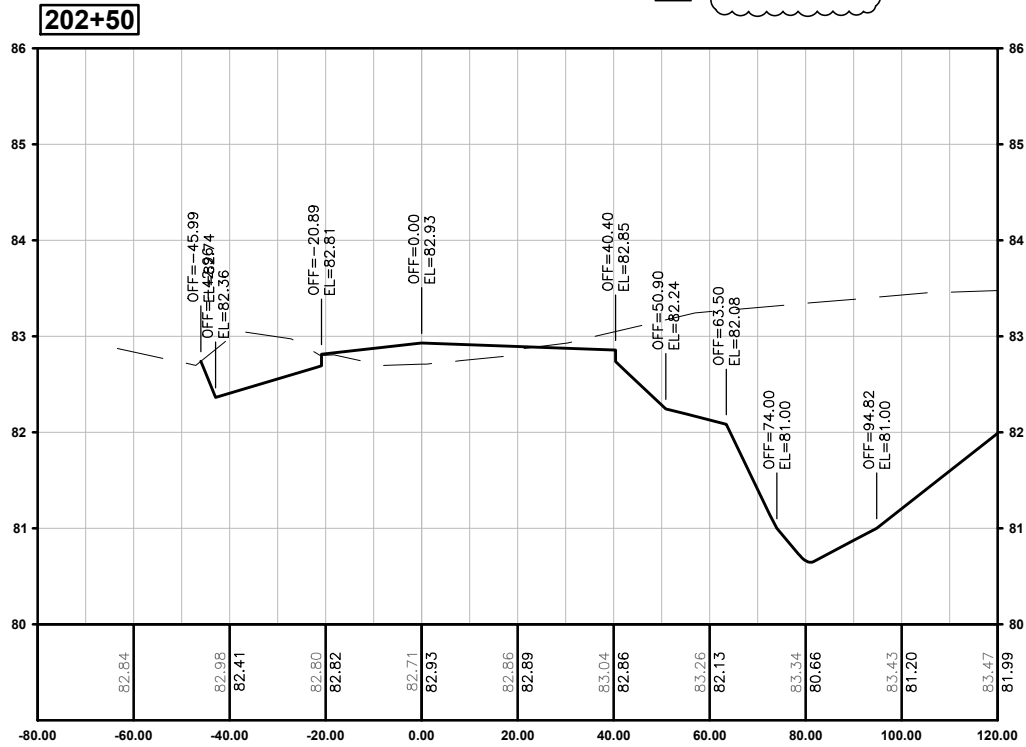
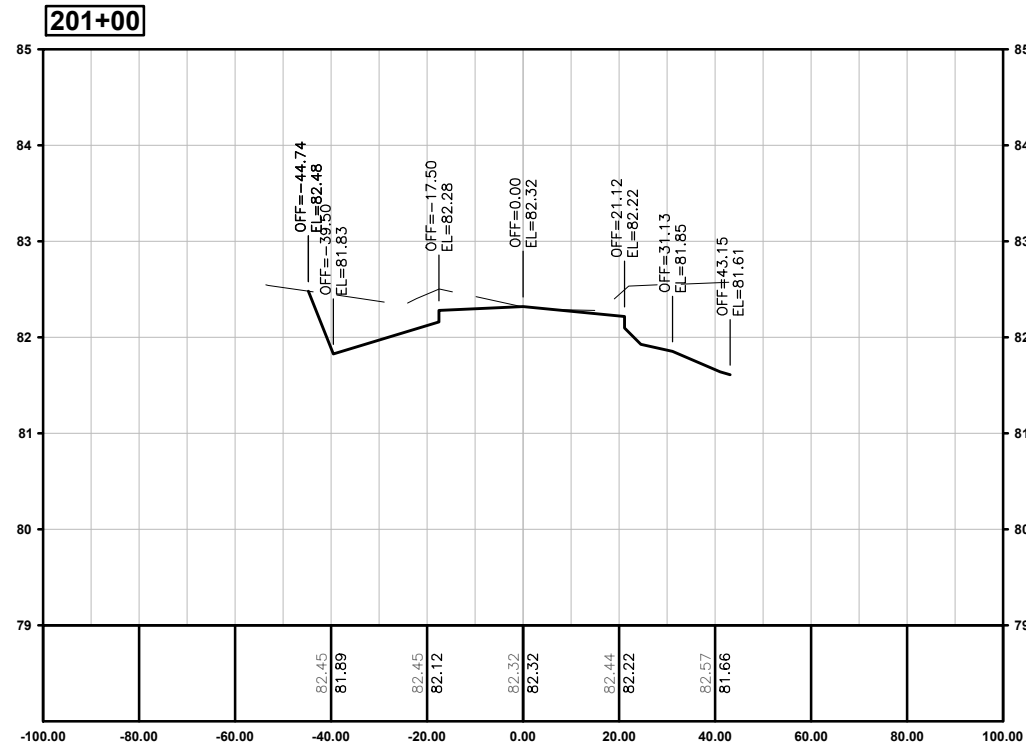
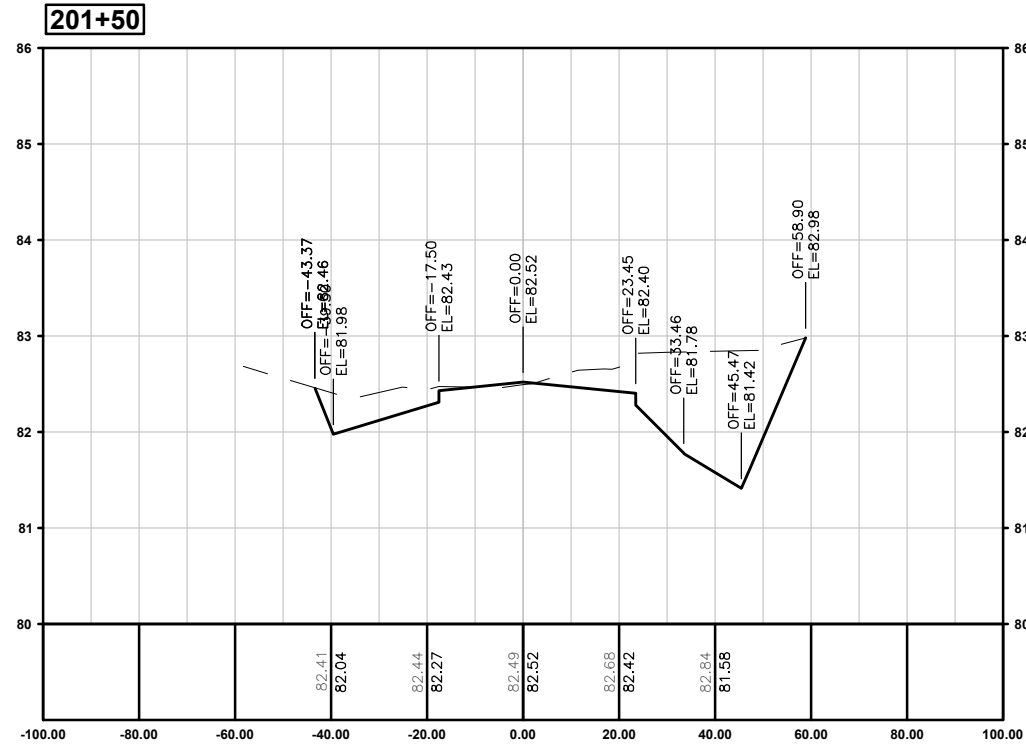
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DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C621-C625

**DRAWING
C623**

ISSUED FOR BIDDING

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LEGEND

— — — — — EXISTING GRADE
— — — — — PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

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HORIZONTAL SCALE IN FEET

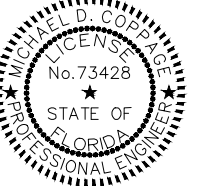
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VERTICAL SCALE IN FEET

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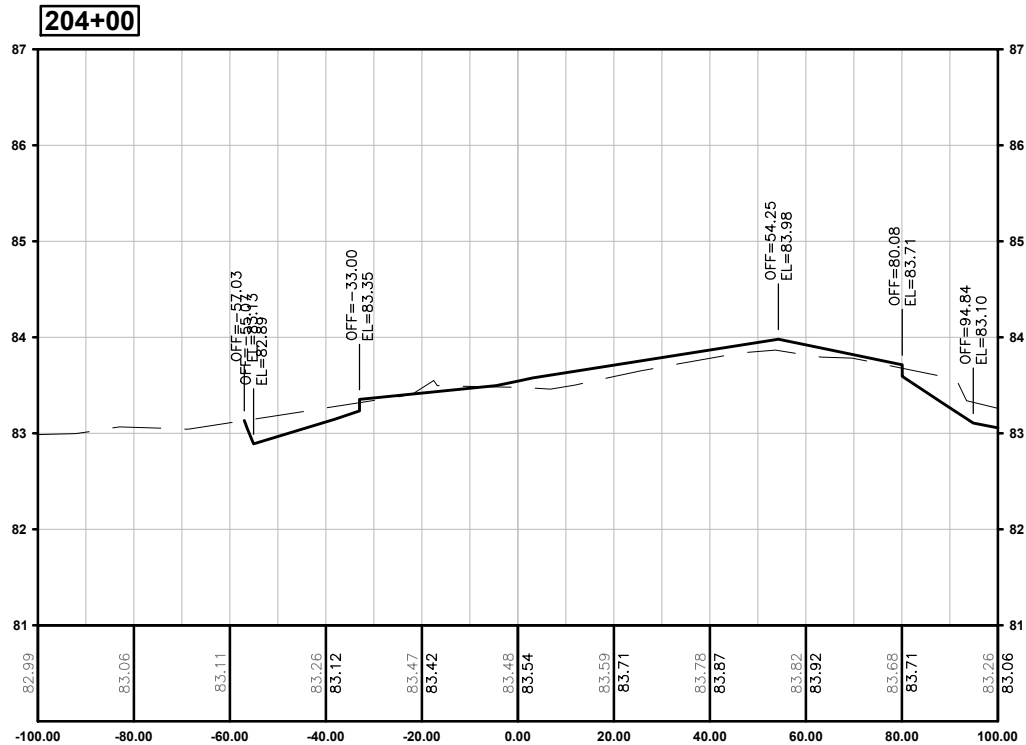
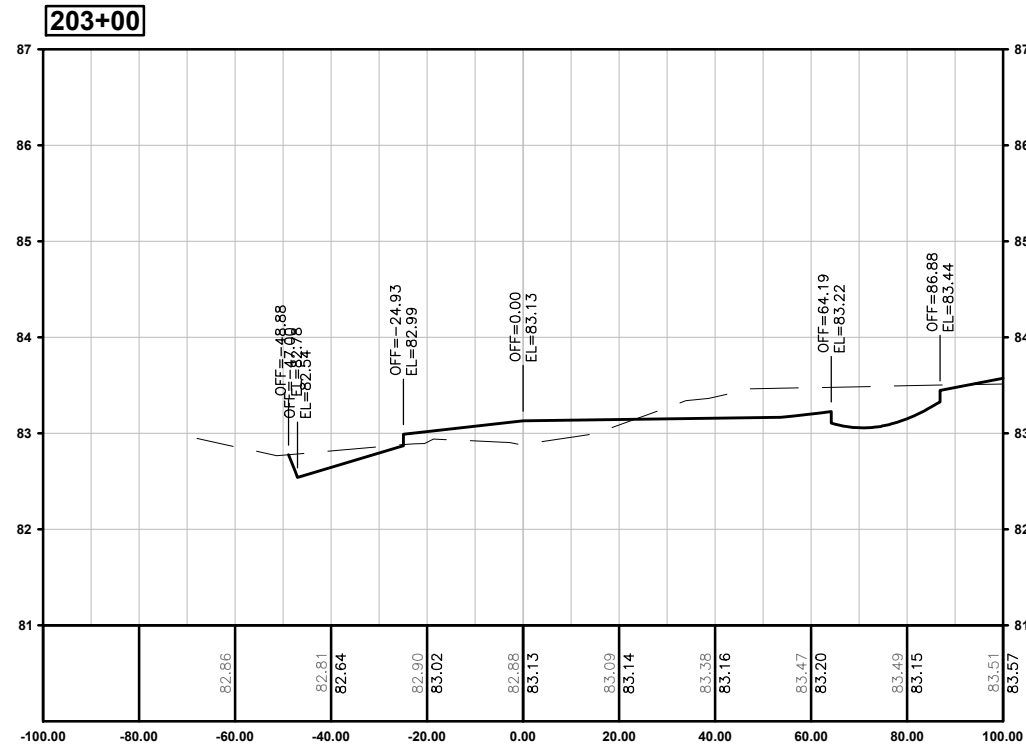
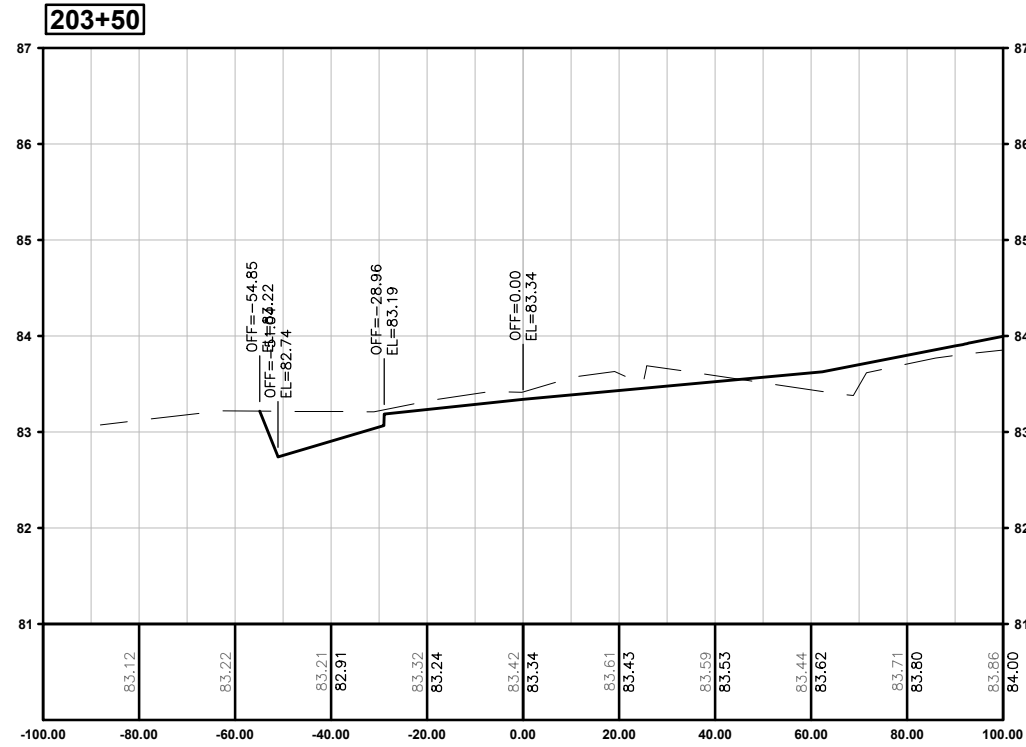
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DRAWN BY: HL
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DATE: APRIL 2021

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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C621-C625

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ISSUED FOR BIDDING

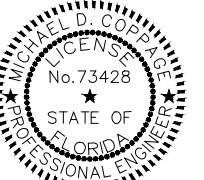
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1 REISSUED SHEET



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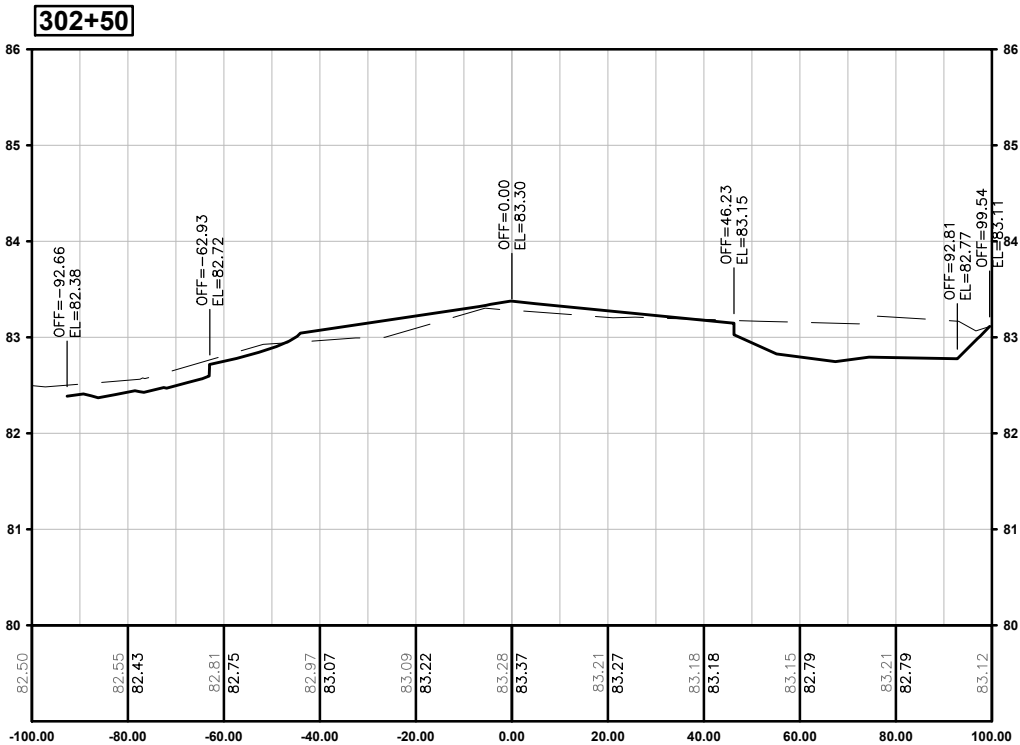
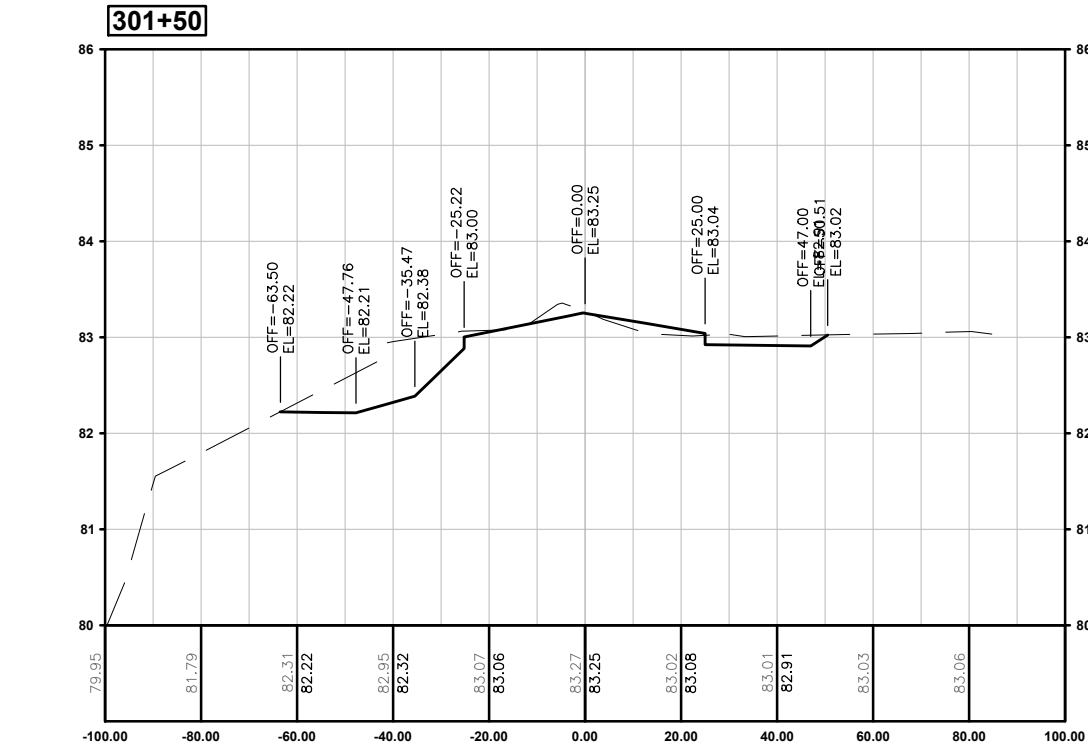
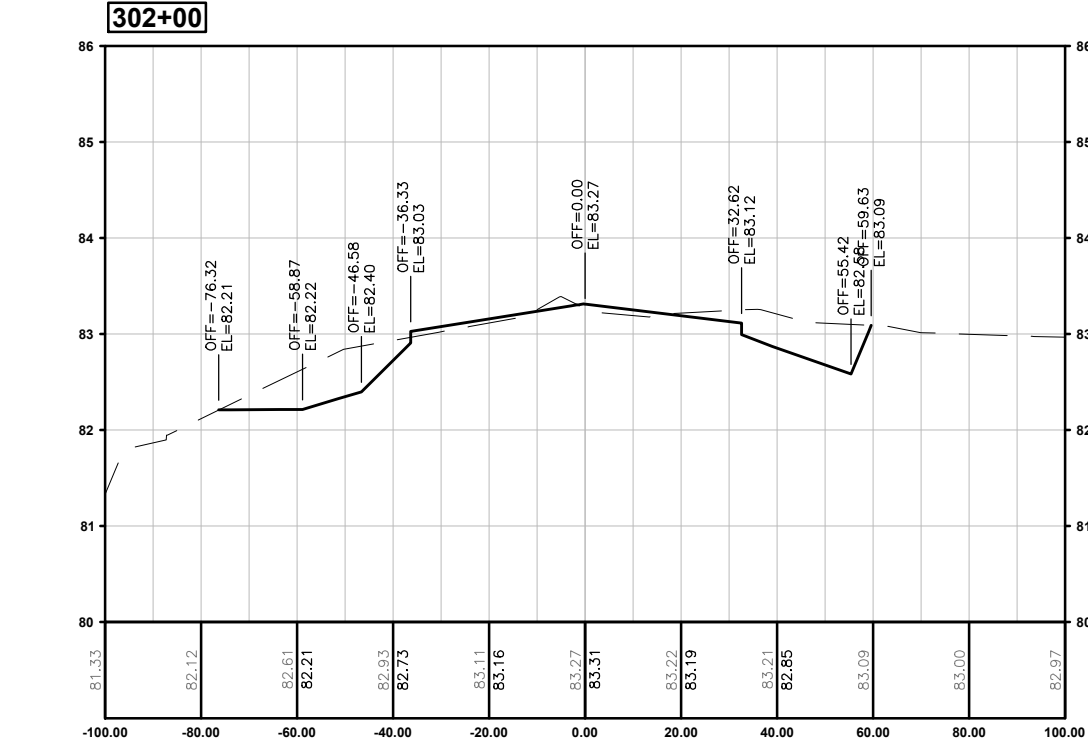
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DRAWN BY: HL
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
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**DRAWING
C625**

ISSUED FOR BIDDING

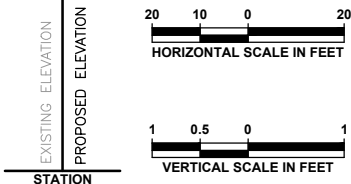
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LEGEND

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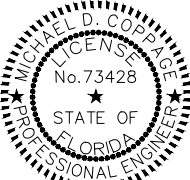
— PROPOSED GRADE



REISSUED SHEET



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**TAXIWAY A
REHABILITATION**

**ZEPHYRHILLS
MUNICIPAL AIRPORT
ZEPHYRHILLS, FLORIDA**

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NO.	DATE	BY	DESCRIPTION
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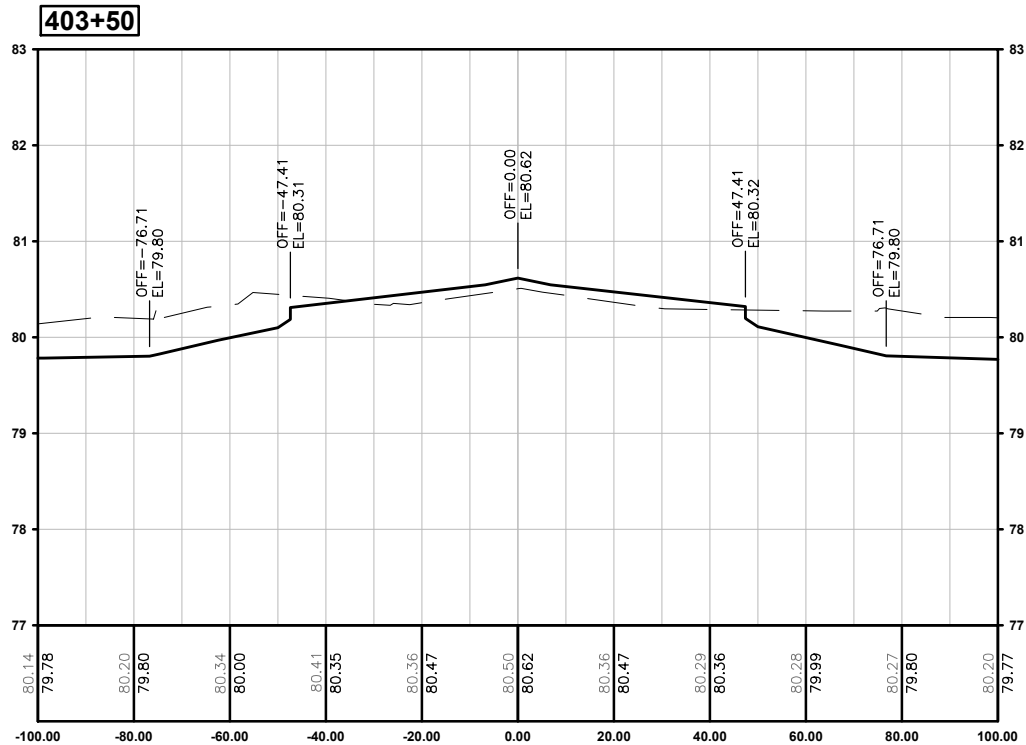
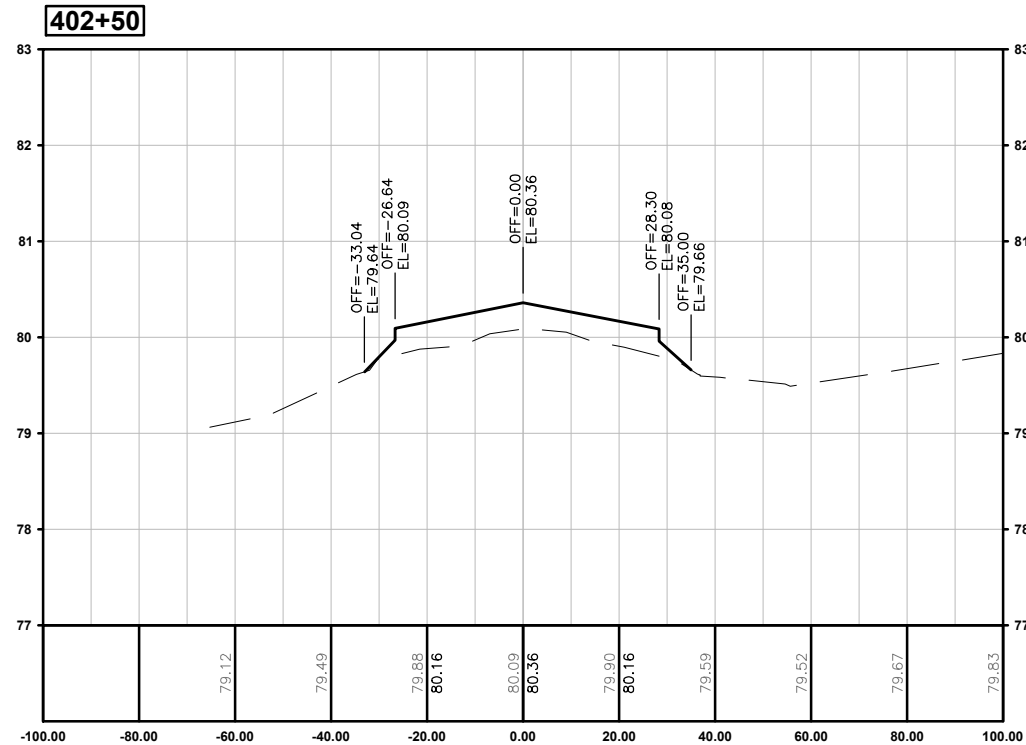
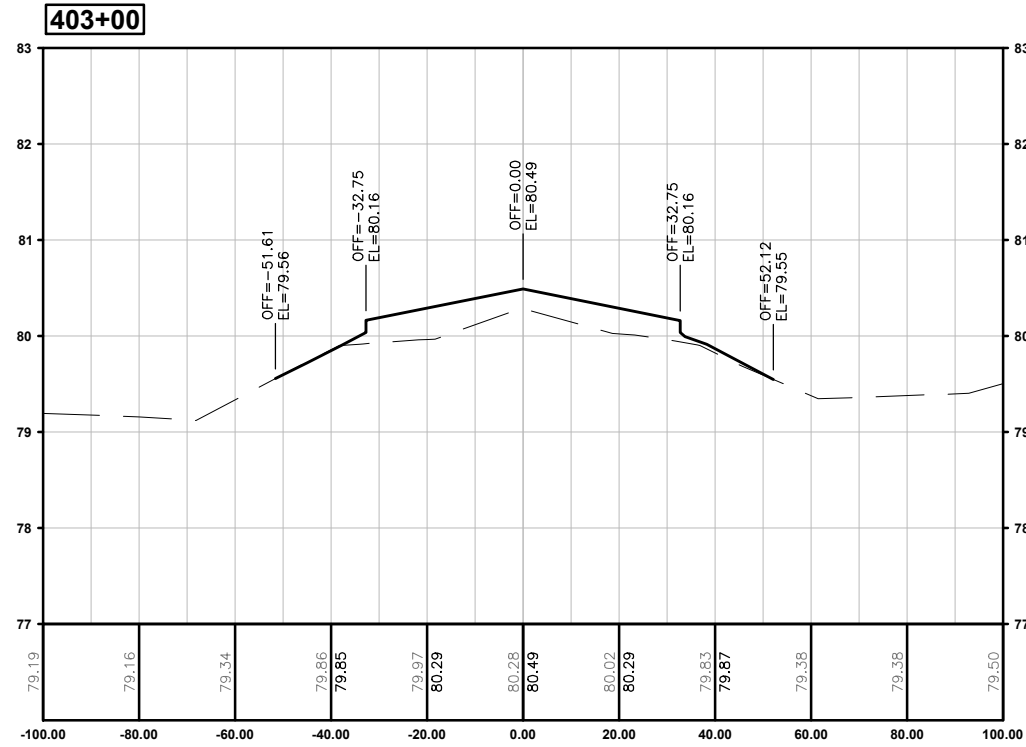
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CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C626-C629

**DRAWING
C626**

ISSUED FOR BIDDING

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1 REISSUED SHEET

LEGEND

--- EXISTING GRADE
— PROPOSED GRADE

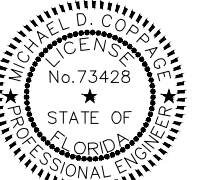
EXISTING ELEVATION
PROPOSED ELEVATION
STATION

20 10 0 20
HORIZONTAL SCALE IN FEET

1 0.5 0 1
VERTICAL SCALE IN FEET



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ENGINEERS & PLANNERS
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**TAXIWAY A
REHABILITATION**

**ZEPHYRHILLS
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ZEPHYRHILLS, FLORIDA**

**CROSS SECTIONS (27
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APPROVED BY: SS
DATE: APRIL 2021

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FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_C626-C629

**DRAWING
C627**

ISSUED FOR BIDDING

11-21-06 – Taxiway A Rehabilitation
April 30, 2021
Addendum 2

We have received several questions just before the 2:00 p.m. deadline which will require additional review. Those responses should be distributed before Wednesday. As a result of the delay, the deadline has been **extended to 10:00 AM on Monday, May 10, 2021.**

ZEPHYRHILLS MUNICIPAL AIRPORT

ADDENDUM NUMBER THREE

TO THE

**BID DOCUMENTS PACKAGE
DATED APRIL 2021**

FOR

TAXIWAY A REHABILITATION

**CITY PROJECT NO.
11-21-06**

ZEPHYRHILLS, FLORIDA

**The Documents Covering the Above Described Work
Were Prepared By:**

**AVCON, INC.
5110 Sunforest Drive, Suite 140
Tampa, Florida 33634
(Tel) 813.321.5588**

ADDENDUM NO. 3– DATE: MAY 4, 2021

Note: The bidder shall note receipt on Page 32 “Addenda
Receipt Acknowledgement.”

ADDENDUM NUMBER 3

Zephyrhills Municipal Airport Taxiway A Rehabilitation May 4, 2021

INVITATION TO BID

1. All bids will be due on May 10, 2021 at 10:00 AM.

PROJECT MANUAL

1. **BID FORM** – The Bid Form has been revised as follows:

INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY
33	L-125-1	L-858(L) Sign - Single/Double Face, LED, Size 2 - 2 Module	EA	8
34	L-125-2	L-858(L) Sign - Single/Double Face, LED, Size 2 - 3 Module	EA	10

The Bid Form is reissued with this Addendum.

PLANS

1. Sheet G001 – Revised Summary of Quantities table to match revised bid form. See Project Manual revisions above and Bidder Questions below.
2. Sheet C504 – Grading of Taxiway A2 has been revised.
3. Sheet C514 – Profile of Taxiway A2 has been revised.
4. Sheets C612, C613, and C627 – These sheets have been revised due to grading revisions on Taxiway A2.
5. Sheet E304 – The approximate size of sign TWA-12 has been revised.
6. Sheet E204 – The approximate size of sign TWA-12 has been revised.

QUESTIONS

1. There is no bid item for the 12" compacted subgrade. Where should this cost be included in the Bid?

Response – Subgrade compaction is considered incidental to Item P-152-1, Unclassified Excavation.

2. Please clarify the quantity of line item L-125-1, "L-858(L) Sign - Single/Double Face, LED, Size 2 - 2 Module" as it relates to the quantity on the "New Sign" Table shown on plan page E505.

Response – There are 8 items for L-125-1, "L-858(L) Sign - Single/Double Face, LED, Size 2 - 2 Module". Refer to revised sheet G001 and revised bid form.

3. Please clarify the number of existing light base cans to be re-numbered, per plan sheet E201 note 10.

Response – There are approximately 42 existing light base cans to be renumbered. Note, renumbering of existing light bases is considered incidental to Item L-125-4.

4. Is complete replacement of fixture ID monument acceptable in lieu of grinding, per plan sheet E201 note 10?

Response – A complete replacement of fixture ID monument is acceptable.

ATTACHMENTS

- Bid Form (please use revised Excel version provided with Addendum 2)
- Sheet G001 – Index of Drawings and Summary of Quantities.
- Sheet C504 – Grading and Drainage Plan
- Sheet C514 – Taxiway Profiles (4 of 4)
- Sheet C612 – Cross Sections (12 of 27)
- Sheet C613 – Cross Sections (13 of 27)
- Sheet C627 – Cross Sections (27 of 27)
- Sheet E204 – Airfield Electrical Lighting Plan (4 of 7)
- Sheet E304 – Airfield Electrical Circuiting Plan (4 of 7)

END OF ADDENDUM NO. 3



**ZEPHYRHILLS MUNICIPAL AIRPORT
TAXIWAY A REHABILITATION
BID NO. 11-21-06**

BID FORM

CONTRACTOR

INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	LINE TOTAL
1	C-105-1	Mobilization	LS	1		\$0.00
2	C-100-1	Contractor's Quality Control Program	LS	1		\$0.00
3	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	LS	1		\$0.00
4	C-103-1	Safety, Security, and Maintenance of Airport Operations	LS	1		\$0.00
5	C-104-1	Construction Survey	LS	1		\$0.00
6	P-101-1	Full-Depth Pavement Removal	SY	25,000		\$0.00
7	P-101-2	Cold Milling, 2" Nominal Depth	SY	8,150		\$0.00
8	P-101-3	Joint and Crack Repair	LF	6,000		\$0.00
9	P-152-1	Unclassified Excavation	CY	5,000		\$0.00
10	P-152-2	Stripping	SY	37,000		\$0.00
11	P-200-1	Base Course, 6" Depth	SY	19,650		\$0.00
12	P-401-1	Asphalt Surface Course	TON	5,825		\$0.00
13	P-401-2	Asphalt Leveling Course	TON	500		\$0.00
14	P-602-1	Emulsified Asphalt Prime Coat	GAL	4,950		\$0.00
15	P-603-1	Emulsified Asphalt Tack Coat	GAL	3,600		\$0.00
16	P-620-1	Pavement Marking, Permanent, Type III Beads	SF	4,250		\$0.00
17	P-620-2	Pavement Marking, Permanent, No Beads	SF	8,400		\$0.00
18	P-620-3	Pavement Marking, Temporary, No Beads	SF	4,250		\$0.00
19	P-620-4	Surface Preparation, Type A	SF	12,650		\$0.00
20	P-620-5	Surface Preparation, Type B	SF	2,300		\$0.00
21	P-620-6	Surface Preparation, Type C	SF	4,250		\$0.00



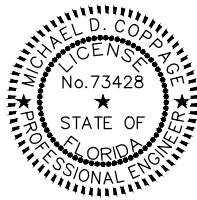
TAXIWAY A REHABILITATION
BID NO. 11-21-06
BID FORM
(CONTINUED)

CONTRACTOR

22	T-904-1	Sodding	SY	44,150		\$0.00
23	SP-104-1	Temporary Power & Temporary Airfield Lighting/Signage/Navigational Facilities	LS	1		\$0.00
24	SP-105-1	Electrical Demolition	LS	1		\$0.00
25	L-108-1	1/C L-824 Type C-Unshielded #8 AWG 5 KV Stranded Copper Cable - Installed in Duct or Conduit	LF	22000		\$0.00
26	L-108-2	1/C #2 AWG Solid Copper Counterpoise Wire - Installed over Duct or Conduit	LF	14500		\$0.00
27	L-108-3	0.75" Diameter by 10.00' Long Copper Clad Steel Sectional Ground Rod	EA	10		\$0.00
28	L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	1300		\$0.00
29	L-110-2	6 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	300		\$0.00
30	L-110-3	1 Way 2" Schedule 40 PVC Concrete Encased Duct	LF	700		\$0.00
31	L-110-4	1 Way 4" Split Duct	LF	500		\$0.00
32	L-115-1	Junction Can Plaza – Six Can	EA	1		\$0.00
33	L-125-1	L-858(L) Sign – Single/Double Face, LED, Size 2 - 2 Module	EA	8		\$0.00
34	L-125-2	L-858(L) Sign – Single/Double Face, LED, Size 2 - 3 Module	EA	10		\$0.00
35	L-125-3	New Sign Panel	EA	32		\$0.00
36	L-125-4	L-861T(L) Omnidirectional, Blue, LED, Taxiway Edge Light	EA	157		\$0.00
37	L-125-5	Field Lightning Arrestor Assembly	EA	9		\$0.00
TOTAL BID						\$0.00

TOTAL BID (WRITTEN IN WORDS)

DOLLARS AND CENTS



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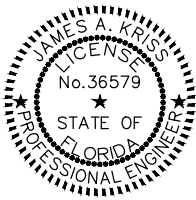
INDEX OF DRAWINGS

DWG NO.	DRAWING TITLE
G000	COVER SHEET
G001	INDEX OF DRAWINGS AND SUMMARY OF QUANTITIES
G002	GENERAL NOTES
G010	CONTRACT LAYOUT PLAN
G100	OVERALL CONSTRUCTION SAFETY AND PHASING PLAN
G101	CONSTRUCTION SAFETY AND PHASING PLAN -- PHASE 1
G102	CONSTRUCTION SAFETY AND PHASING PLAN -- PHASE 2
G103	CONSTRUCTION SAFETY AND PHASING PLAN -- PHASE 3
G104	CONSTRUCTION SAFETY AND PHASING PLAN -- PHASE 4
G201	CONSTRUCTION SAFETY AND PHASING NOTES
G202	CONSTRUCTION SAFETY AND PHASING DETAILS
C001	SURVEY CONTROL PLAN
C002	GEOTECHNICAL INVESTIGATION PLAN
C003	GEOTECHNICAL INVESTIGATION DATA (1 OF 2)
C004	GEOTECHNICAL INVESTIGATION DATA (2 OF 2)
C011	EXISTING CONDITIONS (1 OF 6)
C012	EXISTING CONDITIONS (2 OF 6)
C013	EXISTING CONDITIONS (3 OF 6)
C014	EXISTING CONDITIONS (4 OF 6)
C015	EXISTING CONDITIONS (5 OF 6)
C016	EXISTING CONDITIONS (6 OF 6)
C101	TYPICAL SECTIONS (1 OF 6)
C102	TYPICAL SECTIONS (2 OF 6)
C103	TYPICAL SECTIONS (3 OF 6)
C104	TYPICAL SECTIONS (4 OF 6)
C105	TYPICAL SECTIONS (5 OF 6)
C106	TYPICAL SECTIONS (6 OF 6)
C107	PAVING DETAILS
C201	EROSION CONTROL PLAN (1 OF 2)
C202	EROSION CONTROL PLAN (2 OF 2)
C203	EROSION CONTROL NOTES AND DETAILS
C301	DEMOLITION PLAN (1 OF 6)
C302	DEMOLITION PLAN (2 OF 6)
C303	DEMOLITION PLAN (3 OF 6)
C304	DEMOLITION PLAN (4 OF 6)
C305	DEMOLITION PLAN (5 OF 6)
C306	DEMOLITION PLAN (6 OF 6)
C401	GEOMETRY AND PAVING PLAN (1 OF 6)
C402	GEOMETRY AND PAVING PLAN (2 OF 6)
C403	GEOMETRY AND PAVING PLAN (3 OF 6)
C404	GEOMETRY AND PAVING PLAN (4 OF 6)
C405	GEOMETRY AND PAVING PLAN (5 OF 6)
C406	GEOMETRY AND PAVING PLAN (6 OF 6)
C407	GEOMETRY DATA TABLES
C501	GRADING AND DRAINAGE PLAN (1 OF 6)
C502	GRADING AND DRAINAGE PLAN (2 OF 6)
C503	GRADING AND DRAINAGE PLAN (3 OF 6)
C504	GRADING AND DRAINAGE PLAN (4 OF 6)
C505	GRADING AND DRAINAGE PLAN (5 OF 6)
C506	GRADING AND DRAINAGE PLAN (6 OF 6)
C511	TAXIWAY PROFILES (1 OF 4)
C512	TAXIWAY PROFILES (2 OF 4)
C513	TAXIWAY PROFILES (3 OF 4)
C514	TAXIWAY PROFILES (4 OF 4)

1

INDEX OF DRAWINGS

DWG NO.	DRAWING TITLE
C601	CROSS SECTIONS (1 OF 27)
C602	CROSS SECTIONS (2 OF 27)
C603	CROSS SECTIONS (3 OF 27)
C604	CROSS SECTIONS (4 OF 27)
C605	CROSS SECTIONS (5 OF 27)
C606	CROSS SECTIONS (6 OF 27)
C607	CROSS SECTIONS (7 OF 27)
C608	CROSS SECTIONS (8 OF 27)
C609	CROSS SECTIONS (9 OF 27)
C610	CROSS SECTIONS (10 OF 27)
C611	CROSS SECTIONS (11 OF 27)
C612	CROSS SECTIONS (12 OF 27)
C613	CROSS SECTIONS (13 OF 27)
C614	CROSS SECTIONS (14 OF 27)
C615	CROSS SECTIONS (15 OF 27)
C616	CROSS SECTIONS (16 OF 27)
C617	CROSS SECTIONS (17 OF 27)
C618	CROSS SECTIONS (18 OF 27)
C619	CROSS SECTIONS (19 OF 27)
C620	CROSS SECTIONS (20 OF 27)
C621	CROSS SECTIONS (21 OF 27)
C622	CROSS SECTIONS (22 OF 27)
C623	CROSS SECTIONS (23 OF 27)
C624	CROSS SECTIONS (24 OF 27)
C625	CROSS SECTIONS (25 OF 27)
C626	CROSS SECTIONS (26 OF 27)
C627	CROSS SECTIONS (27 OF 27)
C701	PAVEMENT MARKING PLAN (1 OF 6)
C702	PAVEMENT MARKING PLAN (2 OF 6)
C703	PAVEMENT MARKING PLAN (3 OF 6)
C704	PAVEMENT MARKING PLAN (4 OF 6)
C705	PAVEMENT MARKING PLAN (5 OF 6)
C706	PAVEMENT MARKING PLAN (6 OF 6)
C711	PAVEMENT MARKING DETAILS



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INDEX OF DRAWINGS

DWG NO.	DRAWING TITLE
E000	FOREIGN OBJECT DEBRIS (FOD) CONTROL
E001	AIRFIELD ELECTRICAL GENERAL NOTES
E002	AIRFIELD ELECTRICAL SYMBOL LEGEND
E003	AIRFIELD ELECTRICAL KEYPLAN
E101	AIRFIELD ELECTRICAL DEMOLITION PLAN (1 OF 7)
E102	AIRFIELD ELECTRICAL DEMOLITION PLAN (2 OF 7)
E103	AIRFIELD ELECTRICAL DEMOLITION PLAN (3 OF 7)
E104	AIRFIELD ELECTRICAL DEMOLITION PLAN (4 OF 7)
E105	AIRFIELD ELECTRICAL DEMOLITION PLAN (5 OF 7)
E106	AIRFIELD ELECTRICAL DEMOLITION PLAN (6 OF 7)
E107	AIRFIELD ELECTRICAL DEMOLITION PLAN (7 OF 7)
E201	AIRFIELD ELECTRICAL LIGHTING PLAN (1 OF 7)
E202	AIRFIELD ELECTRICAL LIGHTING PLAN (2 OF 7)
E203	AIRFIELD ELECTRICAL LIGHTING PLAN (3 OF 7)
E204	AIRFIELD ELECTRICAL LIGHTING PLAN (4 OF 7)
E205	AIRFIELD ELECTRICAL LIGHTING PLAN (5 OF 7)
E206	AIRFIELD ELECTRICAL LIGHTING PLAN (6 OF 7)
E207	AIRFIELD ELECTRICAL LIGHTING PLAN (7 OF 7)
E301	AIRFIELD ELECTRICAL CIRCUITING PLAN (1 OF 7)
E302	AIRFIELD ELECTRICAL CIRCUITING PLAN (2 OF 7)
E303	AIRFIELD ELECTRICAL CIRCUITING PLAN (3 OF 7)
E304	AIRFIELD ELECTRICAL CIRCUITING PLAN (4 OF 7)
E305	AIRFIELD ELECTRICAL CIRCUITING PLAN (5 OF 7)
E306	AIRFIELD ELECTRICAL CIRCUITING PLAN (6 OF 7)
E307	AIRFIELD ELECTRICAL CIRCUITING PLAN (7 OF 7)
E501	ELEVATED FIXTURE DETAIL
E502	ELEVATED PRECAST FIXTURE DETAIL
E503	SIGN NOTES AND DETAILS
E504	SIGN SCHEDULE (1 OF 2)
E505	SIGN SCHEDULE (2 OF 2)
E506	SIGN DETAIL (1 OF 2)
E507	SIGN DETAIL (2 OF 2)
E508	JUNCTION CAN DETAIL
E509	JUNCTION CAN PLAZA DETAIL
E510	DUCT DETAILS
E511	WIRING DETAILS
E512	LIGHTNING ARRESTOR DETAILS (1 OF 2)
E513	LIGHTNING ARRESTOR DETAILS (2 OF 2)
E514	UTILITY PROTECTION DETAIL
E515	TEMPORARY LIGHTING DETAIL

SUMMARY OF QUANTITIES

PAY ITEM	DESCRIPTION	QUANTITY	UNIT
C-105-1	MOBILIZATION	1	LS
C-100-1	CONTRACTOR'S QUALITY CONTROL PROGRAM	1	LS
C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS
C-103-1	SAFETY, SECURITY, AND MAINTENANCE OF AIRPORT OPERATIONS	1	LS
C-104-1	CONSTRUCTION SURVEY	1	LS
P-101-1	FULL-DEPTH PAVEMENT REMOVAL	25,600	SY
P-101-2	COLD MILLING, 2" NOMINAL DEPTH	8,150	SY
P-101-3	JOINT AND CRACK REPAIR	6,000	LF
P-152-1	UNCLASSIFIED EXCAVATION	5,000	CY
P-152-2	STRIPPING	37,000	SY
P-200-1	BASE COURSE, 6" DEPTH	19,650	SY
P-401-1	ASPHALT SURFACE COURSE	5,825	TON
P-401-2	ASPHALT LEVELING COURSE	500	TON
P-602-1	EMULSIFIED ASPHALT PRIME COAT	4,950	GAL
P-603-1	EMULSIFIED ASPHALT TACK COAT	3,600	GAL
P-620-1	PAVEMENT MARKING, PERMANENT, TYPE III BEADS	4,250	SF
P-620-2	PAVEMENT MARKING, PERMANENT, NO BEADS	8,400	SF
P-620-3	PAVEMENT MARKING, TEMPORARY, NO BEADS	4,250	SF
P-620-4	SURFACE PREPARATION, TYPE A	12,650	SF
P-620-5	SURFACE PREPARATION, TYPE B	2,300	SF
P-620-6	SURFACE PREPARATION, TYPE C	4,250	SF
T-904-1	SODDING	44,150	SY
SP-104-1	TEMPORARY POWER & TEMPORARY AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES	1	LS
SP-105-1	ELECTRICAL DEMOLITION	1	LS
L-108-1	1/C L-824 TYPE C-UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE -- INSTALLED IN DUCT OR CONDUIT	22,000	LF
L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE WIRE -- INSTALLED OVER DUCT OR CONDUIT	14,500	LF
L-108-3	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	510	EA
L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	13,000	LF
L-110-2	6 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	300	LF
L-110-3	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	700	LF
L-110-5	1 WAY 4" SPLIT DUCT	500	LF
L-115-1	JUNCTION CAN PLAZA - SIX CAN	1	EA
L-125-1	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	8	EA
L-125-2	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	10	EA
L-125-3	NEW SIGN PANEL	32	EA
L-125-4	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT	157	EA
L-125-5	FIELD LIGHTNING ARRESTOR ASSEMBLY	9	EA



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INDEX OF DRAWINGS
AND SUMMARY OF
QUANTITIES

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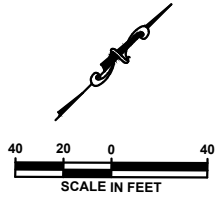
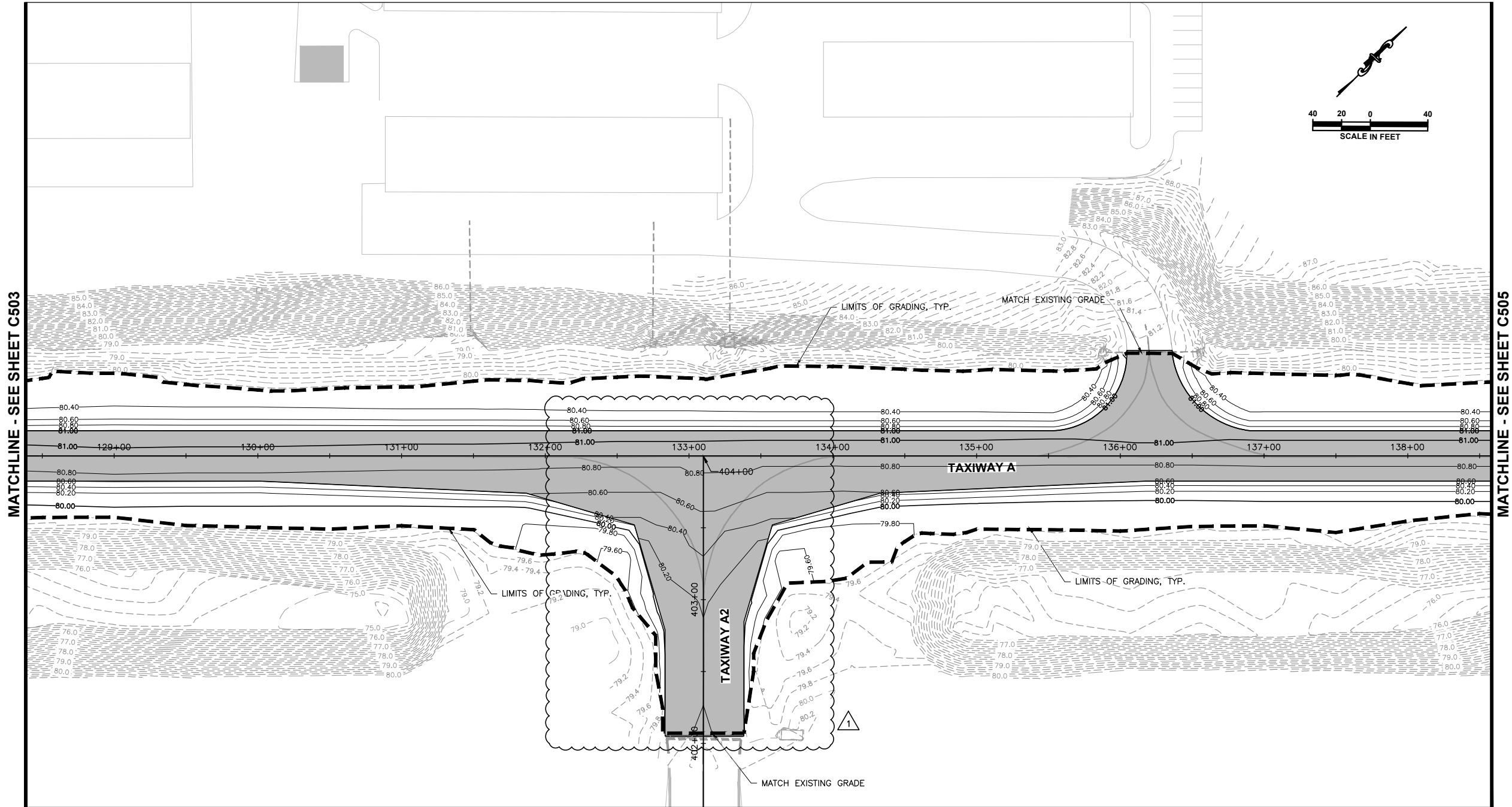
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LEGEND

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EXISTING SURFACE CONTOUR

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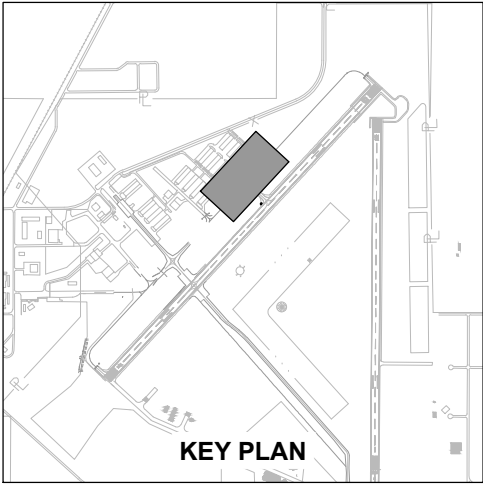
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PROPOSED SURFACE CONTOUR

G-1

SPOT ELEVATION. REFER TO SPOT ELEVATION TABLE, SHEET C501.

LIMITS OF GRADING. REFER TO DEMOLITION PLANS FOR ADDITIONAL INFORMATION.



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GRADING AND
DRAINAGE PLAN (4 OF
6)

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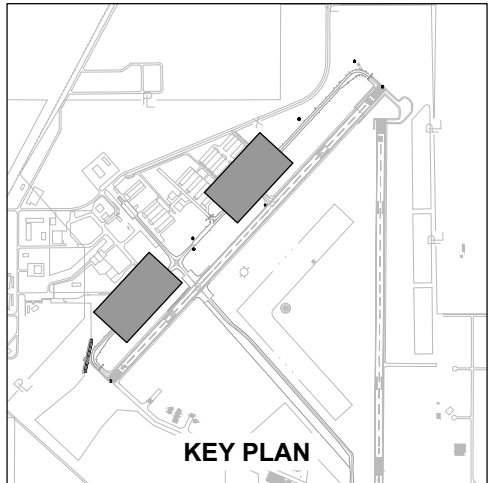
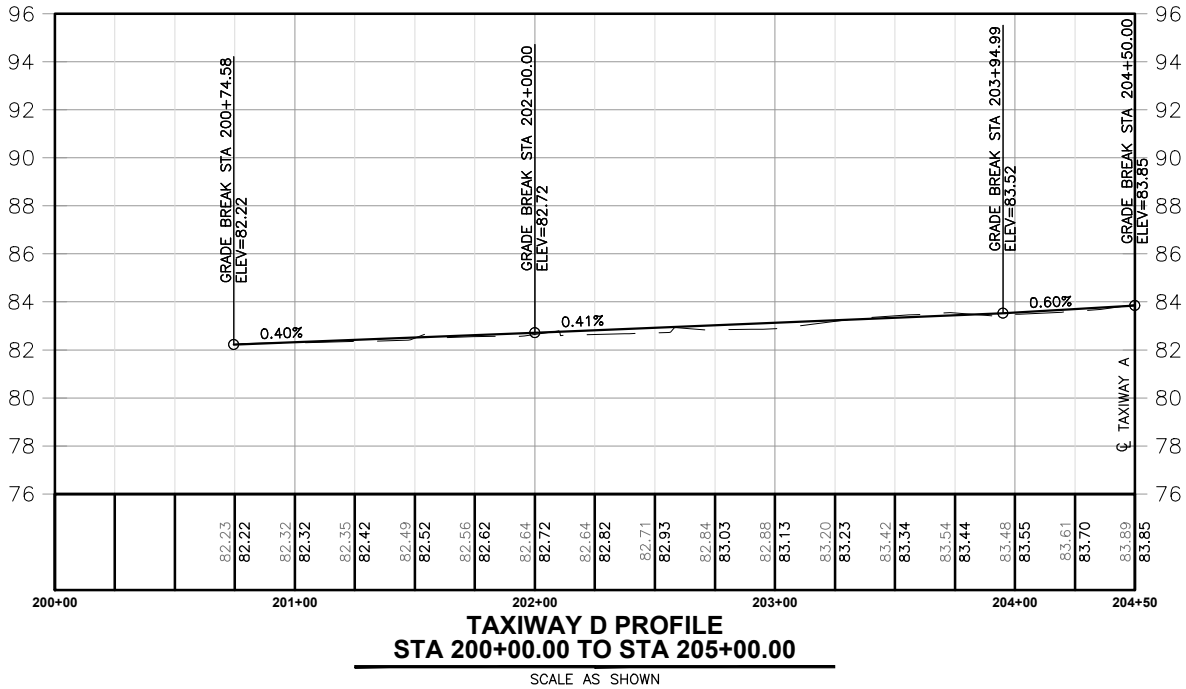
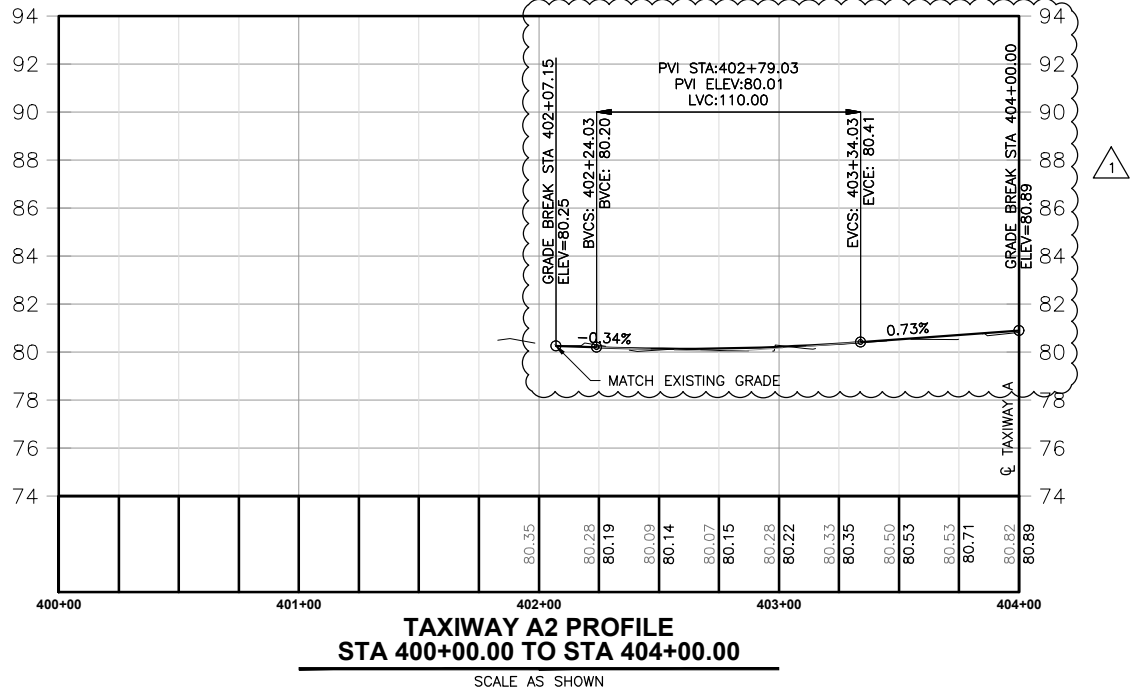
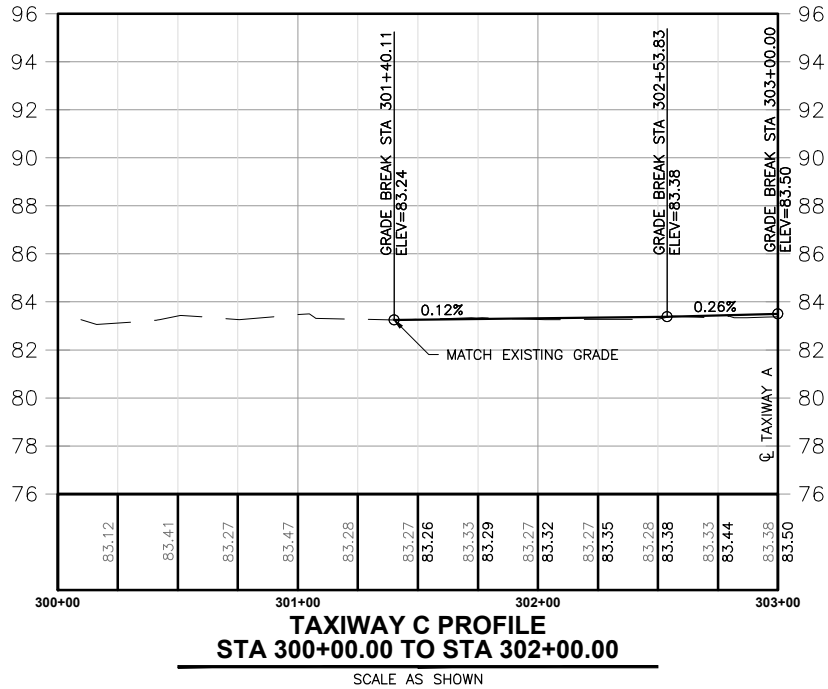
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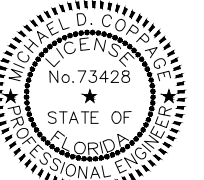
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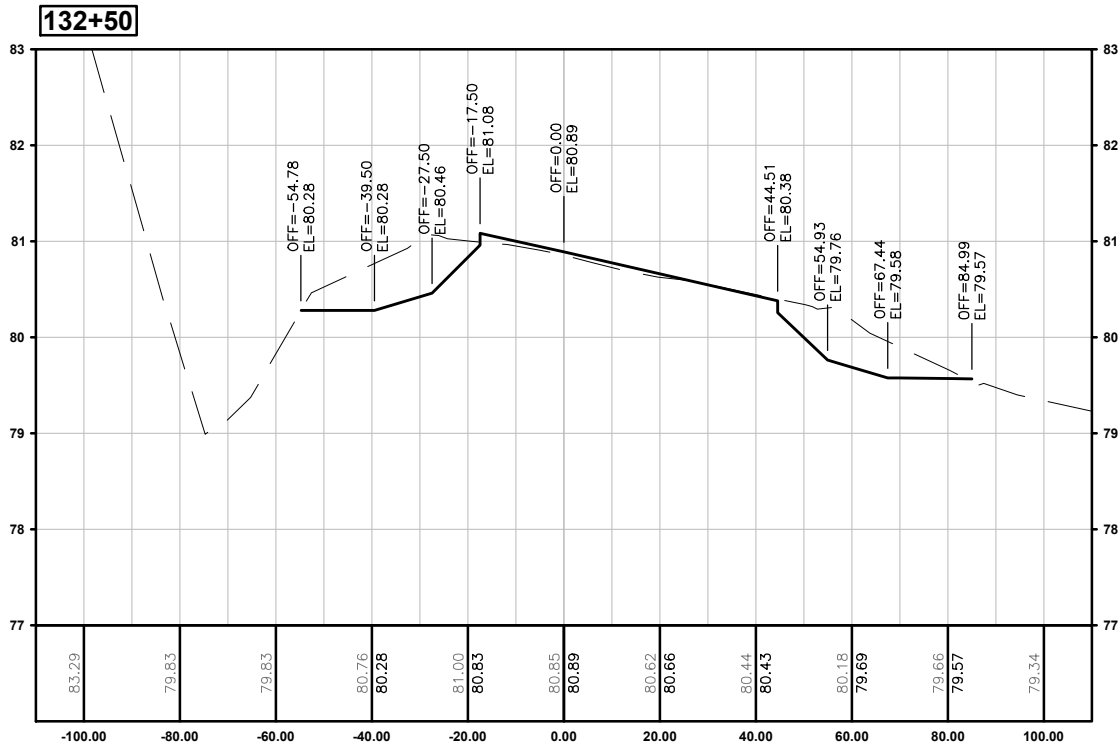
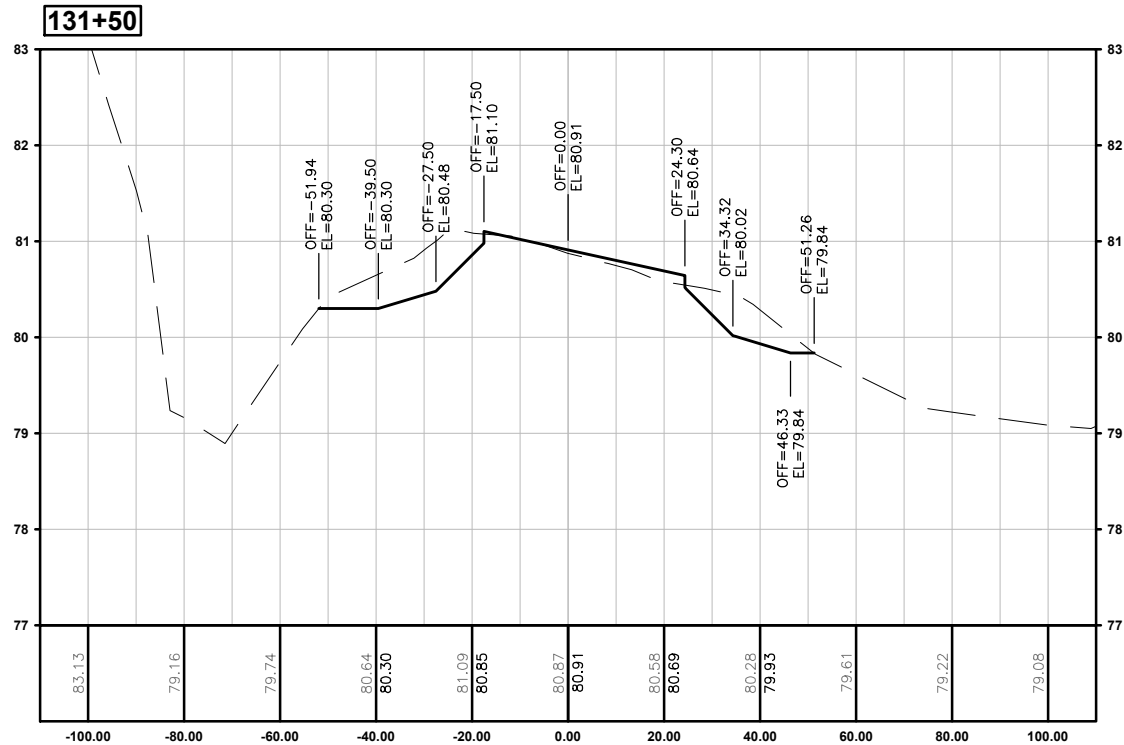
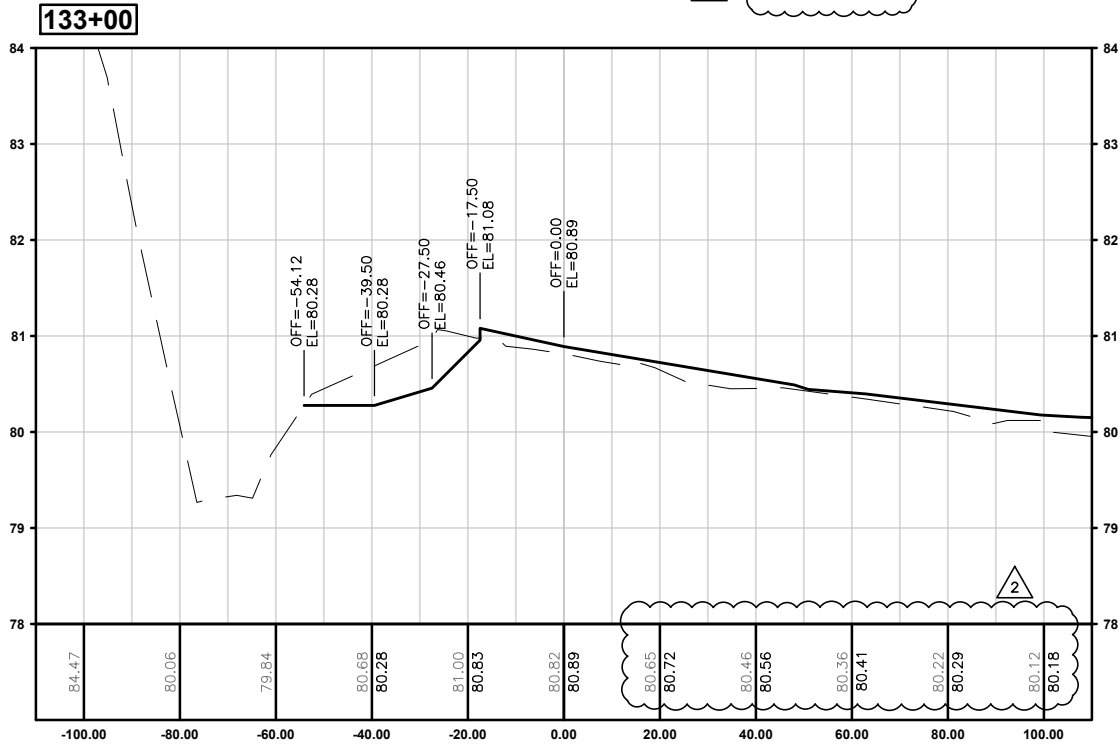
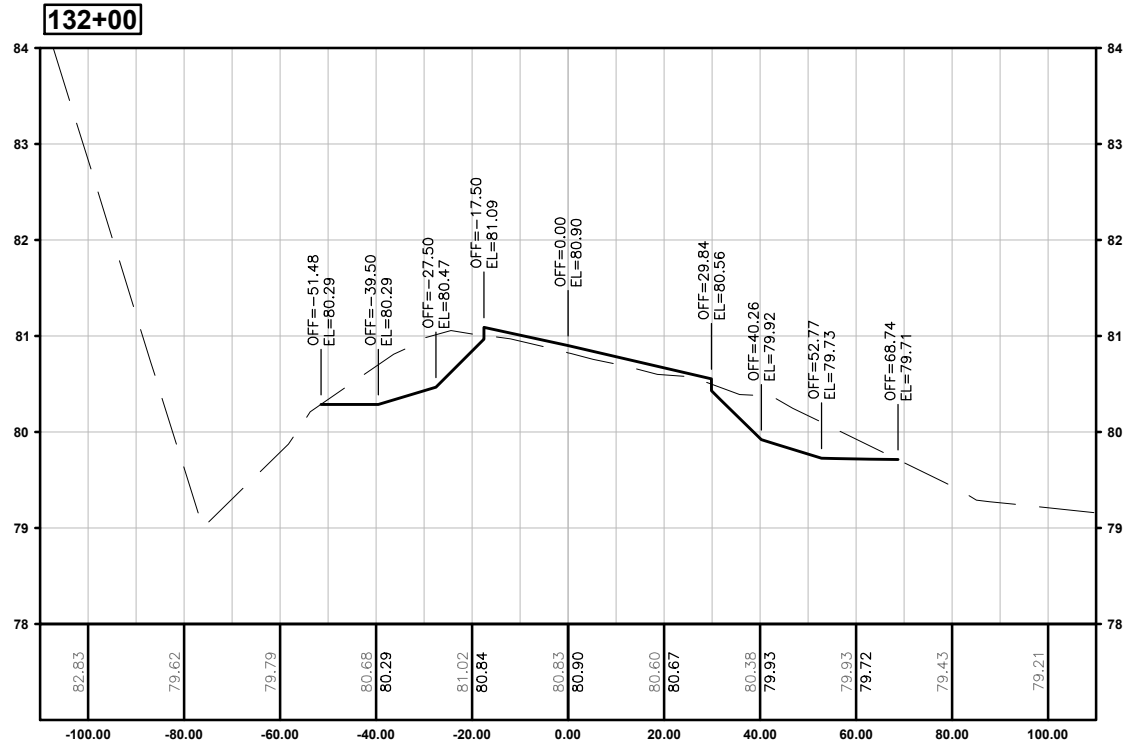
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LEGEND

--- EXISTING GRADE
— PROPOSED GRADE

EXISTING ELEVATION
PROPOSED ELEVATION
STATION

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HORIZONTAL SCALE IN FEET

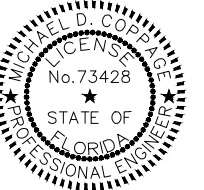
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VERTICAL SCALE IN FEET

1

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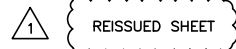
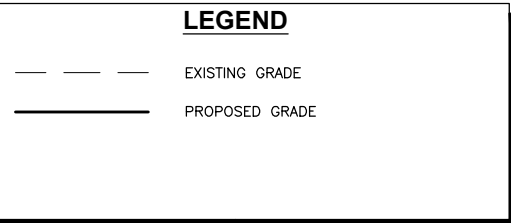
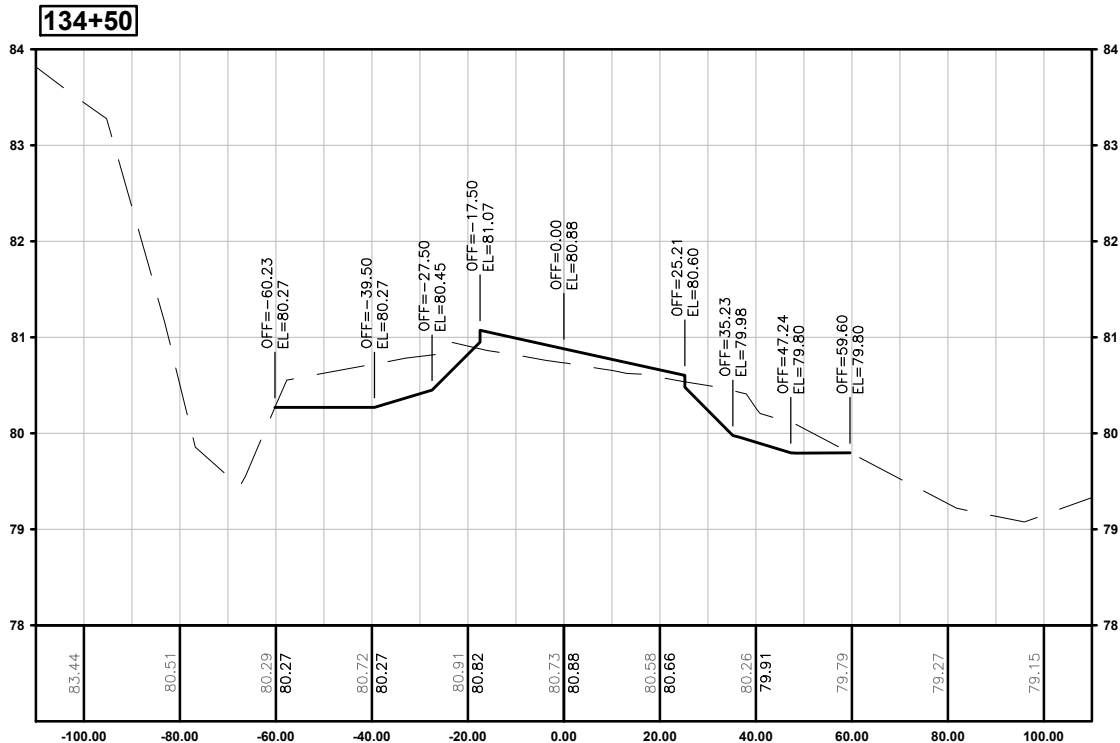
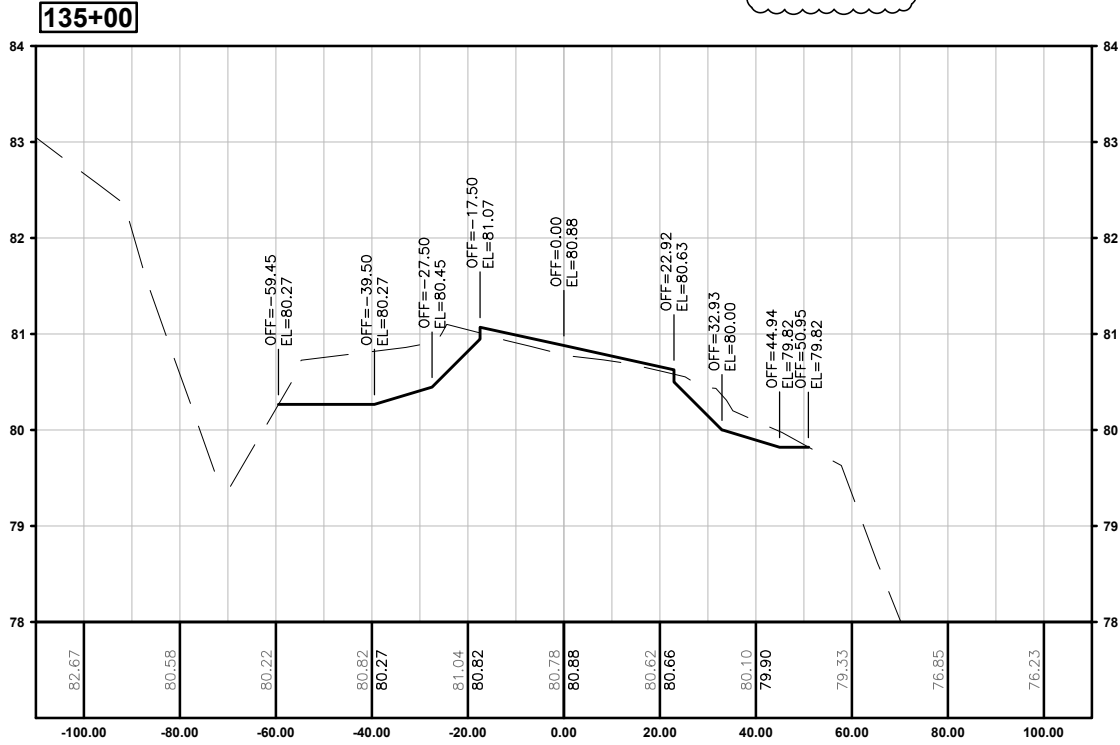
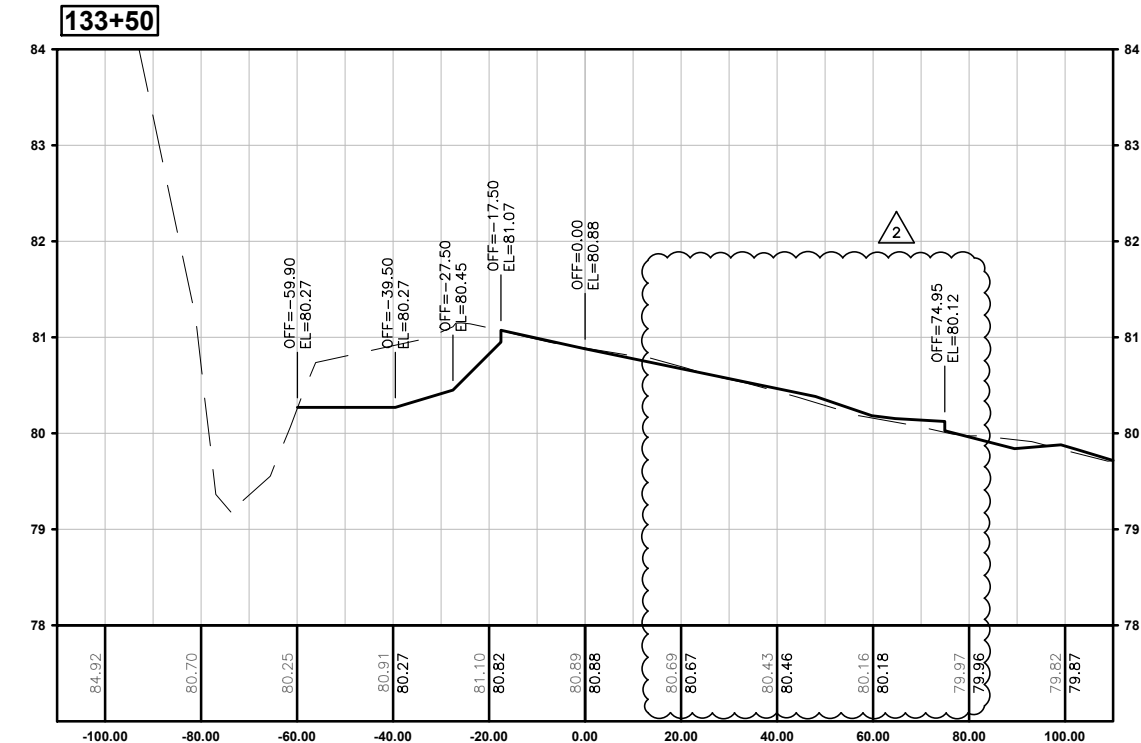
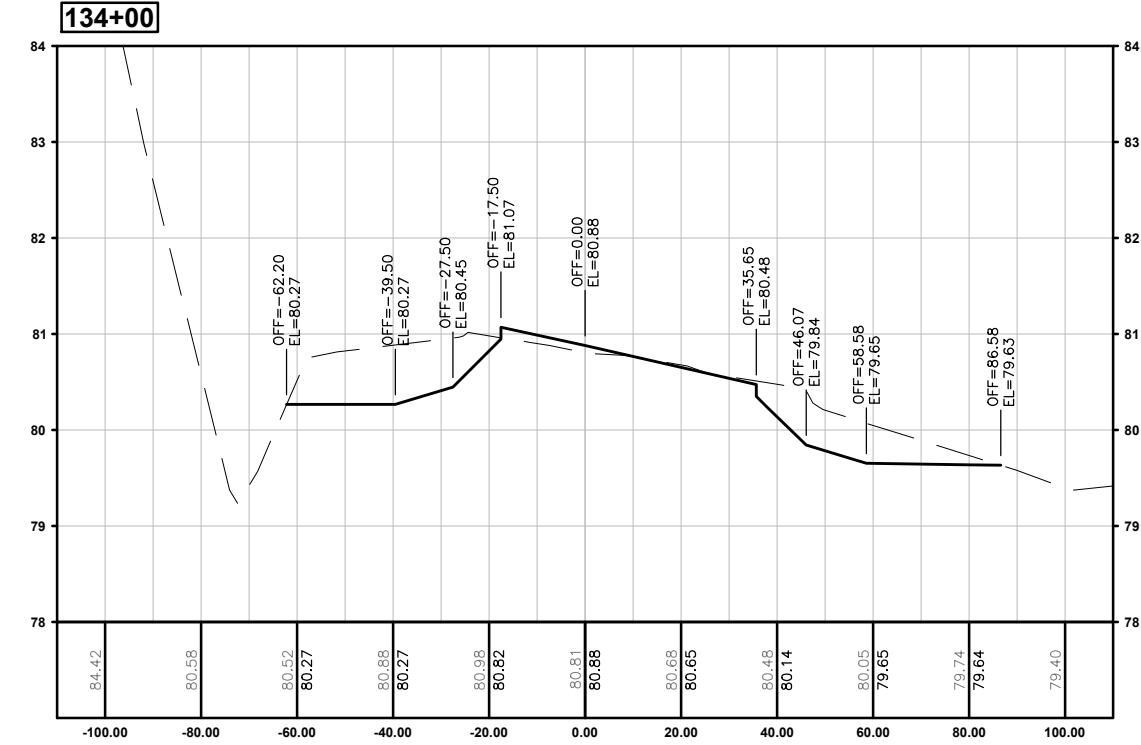
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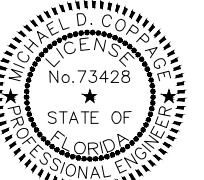
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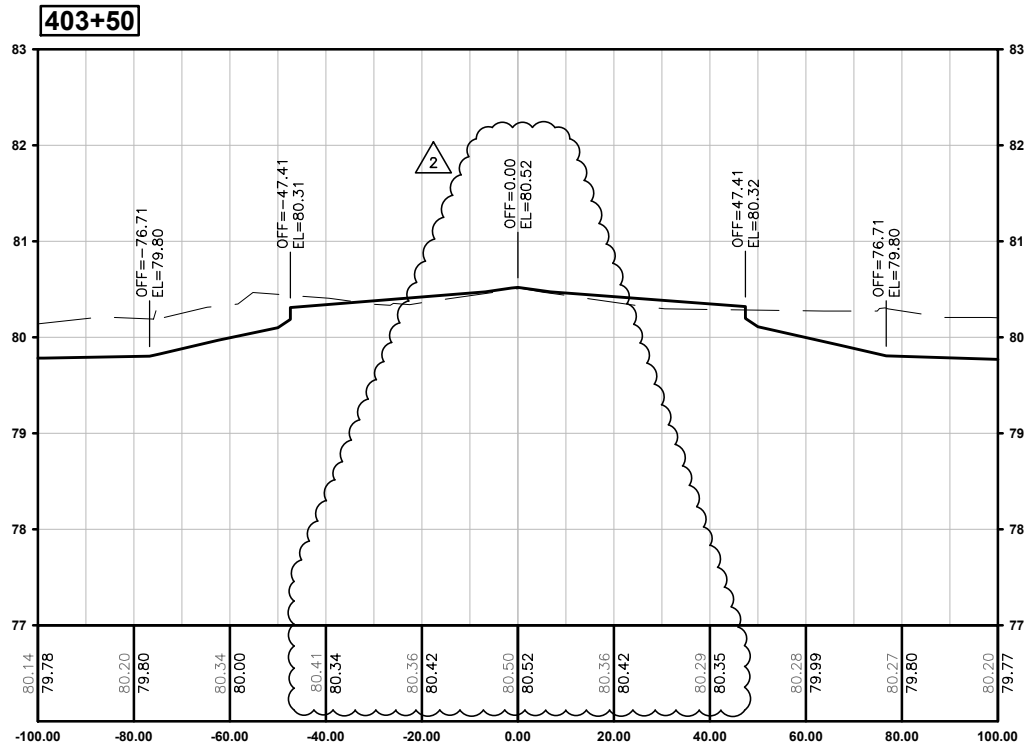
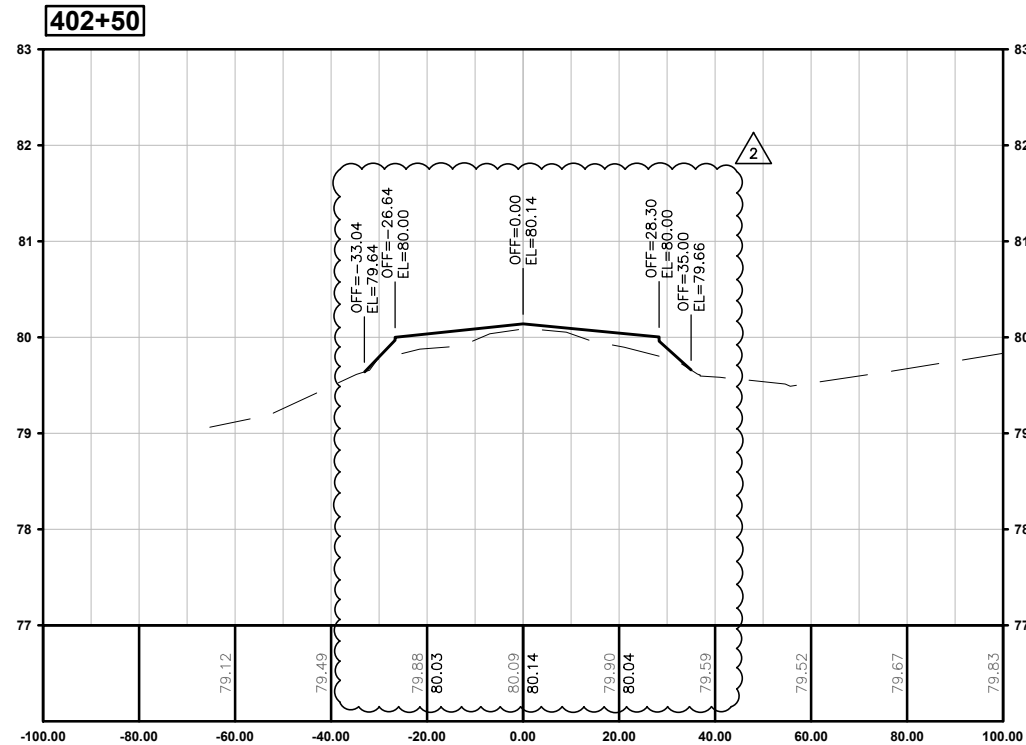
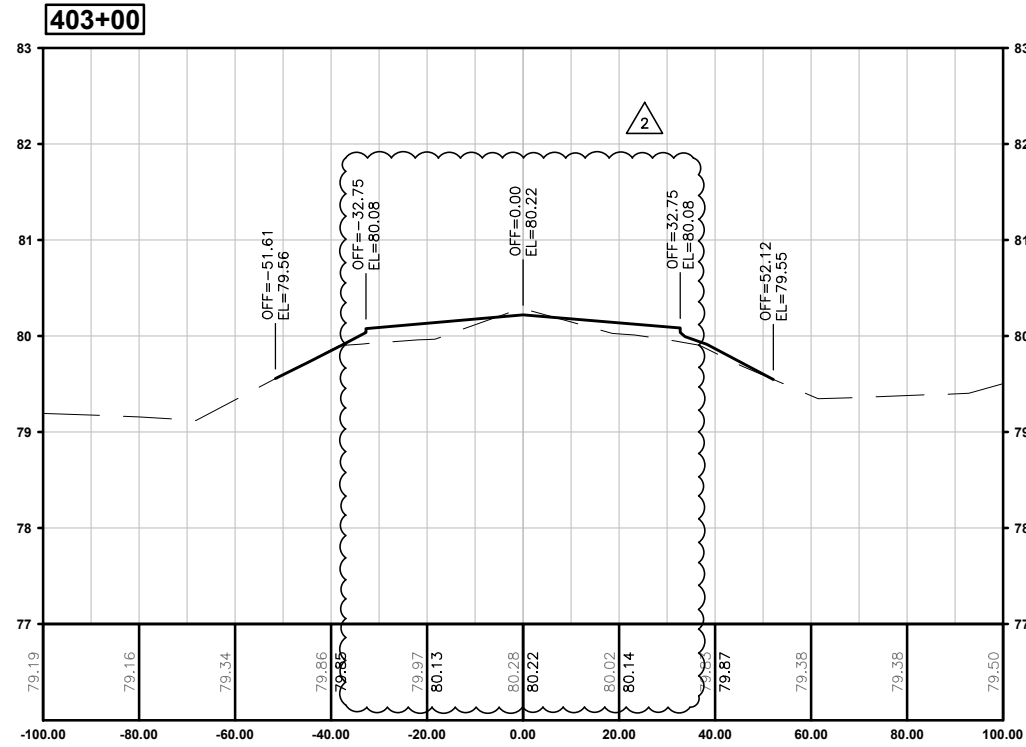
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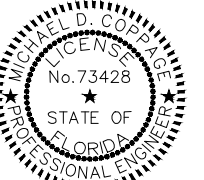


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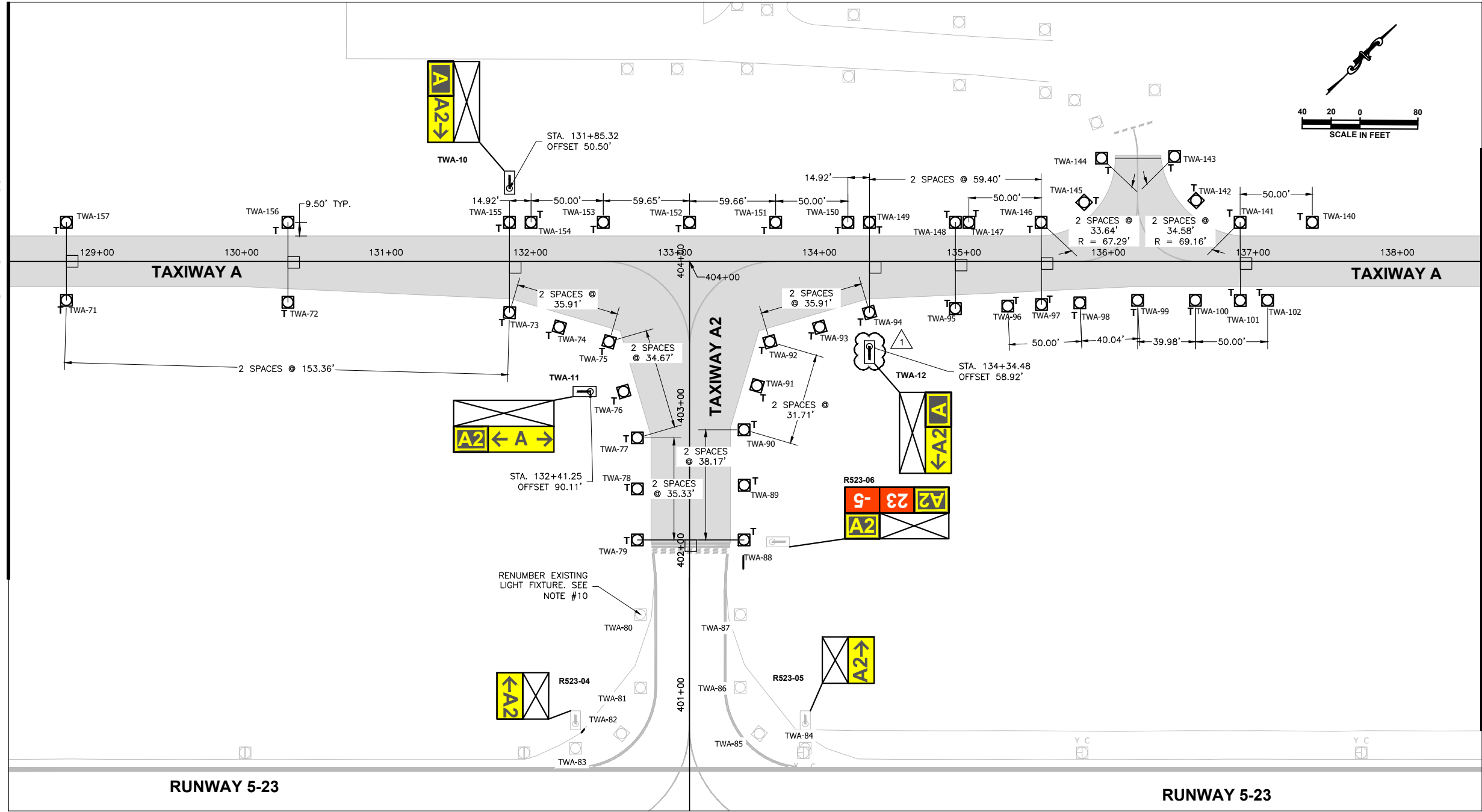
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MATCHLINE - SEE SHEET E203

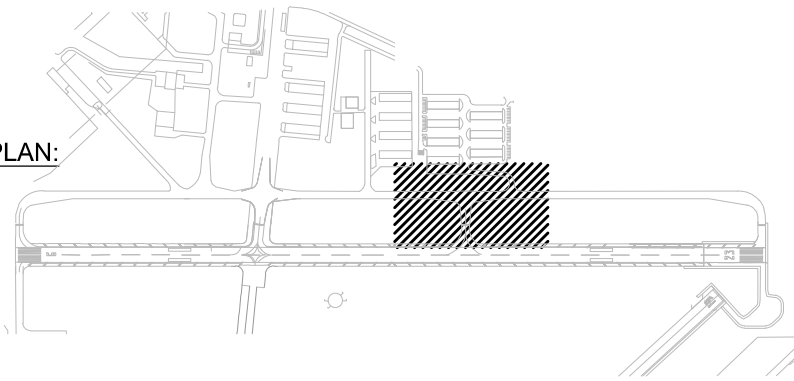
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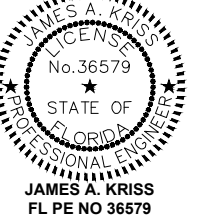
NOTES:

1. SEE SHEET E201 FOR LAYOUT NOTES

KEYPLAN:



AVCON, INC.
ENGINEERS & PLANNERS
5110 SUNFOREST DRIVE, SUITE 140 - TAMPA, FLORIDA 33634
OFFICE: (813) 321-5589
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com



**TAXIWAY A
REHABILITATION**
**ZEPHYRHILLS
MUNICIPAL AIRPORT
ZEPHYRHILLS, FLORIDA**

**AIRFIELD
ELECTRICAL
LIGHTING PLAN
(4 OF 7)**

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SCALE: GRAPHIC

REVISIONS:			
NO.	DATE	BY	DESCRIPTION
△	5-3-21	SH	ADDENDUM 2

DESIGNED BY: MAG
DRAWN BY: SAH
CHECKED BY: JAK
APPROVED BY: SS
DATE: APRIL 2021

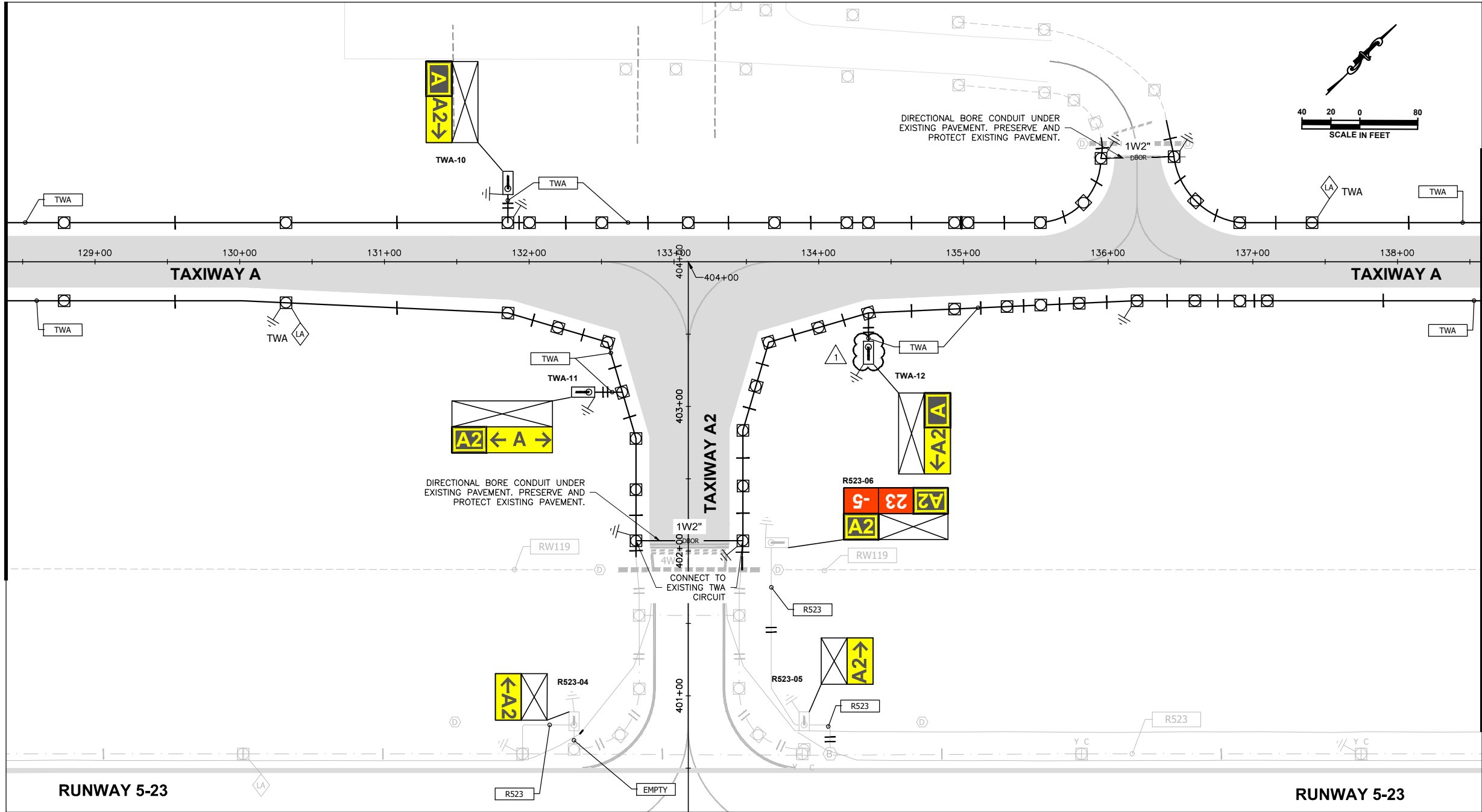
FAA AIP NO. 3-12-0089-019-2020
FDOT FM NO. N/A
AVCON PROJECT NO. 2020.0017.03
CADD FILENAME 20001703_E201-E206

**DRAWING
E204**

ISSUED FOR BIDDING

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MATCHLINE - SEE SHEET E303

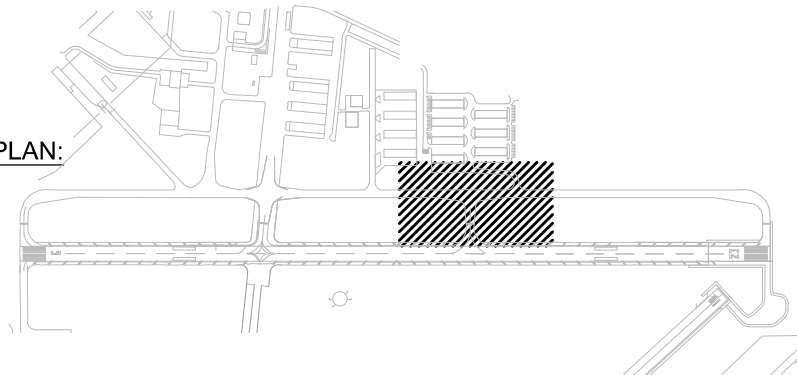


MATCHLINE - SEE SHEET E305

NOTES:

1. SEE SHEET E301 FOR CIRCUITING NOTES.

KEYPLAN:



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ENGINEERS & PLANNERS
5110 SUNFOREST DRIVE, SUITE 140 - TAMPA, FLORIDA 33634
OFFICE: (813) 321-5589
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com



JAMES A. KRISS
FL PE NO 36579

**TAXIWAY A
REHABILITATION**
**ZEPHYRHILLS
MUNICIPAL AIRPORT
ZEPHYRHILLS, FLORIDA**

**AIRFIELD
ELECTRICAL
CIRCUITING PLAN
(4 OF 7)**

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SCALE: **GRAPHIC**

REVISIONS:			
NO.	DATE	BY	DESCRIPTION
△	5-3-21	SH	ADDENDUM 2

DESIGNED BY: **MAG**
DRAWN BY: **SAH**
CHECKED BY: **JAK**
APPROVED BY: **SS**
DATE: **APRIL 2021**

FAA AIP NO. **3-12-0089-019-2020**
FDOT FM NO. **N/A**
AVCON PROJECT NO. **2020.0017.03**
CADD FILENAME **20001703_E301-E307**

**DRAWING
E304**

ISSUED FOR BIDDING

CITY OF ZEPHYRHILLS

Taxiway A Rehabilitation

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this 27th day of September, 2021 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **AJAX PAVING INDUSTRIES OF FLORIDA, LLC**, a corporation organized and authorized to do business in the State of Florida, having its principal office at One Ajax Drive, North Venice, Florida 34275 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

ARTICLE 1 – RECITALS

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

ARTICLE 2 – CONTRACT DOCUMENTS

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

2.1.1 Bid 11-21-06, Taxiway A Rehabilitation “**Exhibit A**”.

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

2.1.3 Bid 11-21-06 Addendums “**Exhibit C**”.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall be up to a maximum of **Two Hundred Eighty Three (283)** calendar days from Notice to Proceed. During the pre-project meeting the awardee will provide the Owner with the number of weeks it will take for the equipment to be delivered. Once delivered, a Notice to Proceed will be issued which will start the 365 calendar days.

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

ARTICLE 4 – COMPENSATION

4.1 Contract is awarded to a maximum of **\$3,119,752.50**. Compensation for services shall be as per outlined in Contractor's response, attached as Exhibit B. The City will be processing payments via ACH/EFT. (See Forms)

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

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

ARTICLE 6 – CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination.

The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

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

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

ARTICLE 8 – CONFLICTS OF INTEREST

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

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

ARTICLE 9 – DEFAULT

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

ARTICLE 10 – NOTICES

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

To CONTRACTOR:

Mr. Andre DeCraene
Ajax Paving Industries of Florida, LLC
One Ajax Drive
North Venice, Florida 34275

To CITY:

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

And,

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

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

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

ARTICLE 11 – PUBLIC RECORDS

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

ARTICLE 12 – INDEMNIFICATION

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

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

ARTICLE 13 – INSURANCE

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

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

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

ARTICLE 14 – FORCE MAJEURE

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

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

ARTICLE 15 – CHANGE ORDERS

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

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

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

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

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Witness

Jodi Wilkeson, Council Vice President

Witness

Attest: _____
Lori L. Hillman, City Clerk

Signed, Sealed and Delivered
In the presence of:

**AJAX PAVING INDUSTRIES OF
FLORIDA, LLC**

Witness

By: _____
Andre DeCraene- Vice President

Witness

CONSENT ITEMS 2.2

Pasco County Library Cooperative Strategic Plan 2021-2024

Issue:

Approve the Adoption of the Pasco County Strategic Plan for the City Library.

Background:

The Pasco County Library Cooperative is presenting, for approval, its 2021-2024 Strategic Plan. This plan is a requirement for receiving funding from the State Aid to Public Libraries Program, through the Florida Division of Library and Information Services.

Attachment(s):

1. Strategic Plan Board Item 9.15.2021

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval of Pasco County's Strategic Plan for the City Library.

COMMISSION DISTRICT: All

FILE NO.: LI21-0021

DATE: 9/15/2021

SUBJECT: 2021-2024 Strategic Plan – Pasco County Library Cooperative – Florida Division of Library and Information Services Requirement – No Funding Required

REFERENCES:

AGENDA SECTION: Regular Agenda

THRU: Catherine Pearson, Assistant County Administrator

FROM: Nancy Fredericks, Libraries Administrator

RECOMMENDED BOARD ACTION:

Approve the 2021-2024 Pasco County Library Cooperative Strategic Plan.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

The Pasco County Library Cooperative is presenting, for approval, its 2021-2024 Strategic Plan. This plan is a requirement for receiving funding from the State Aid to Public Libraries Program, through the Florida Division of Library and Information Services.

On October 20, 2015, the BCC approved the 2015-2018 Strategic Plan (Memorandum No. LI16-003).

On August 7, 2018, the BCC approved the 2018-2021 Strategic Plan (Memorandum No. LI18-0032).

From April to August of 2021, the Pasco County Library team worked with consultant, Leon Donovan, to obtain community feedback through planning sessions, focus groups, and stakeholder meetings to cultivate the 2021-2024 Strategic Plan. In addition to the planning meetings and focus groups, two surveys were conducted. One survey was distributed to library users and the other was distributed to frontline library team members. These surveys helped the team assess community and organizational goals and interests. The findings of these initiatives resulted in the Pasco County Library 2021-2024 Strategic Plan with a focus on three major areas: Community, Education and Culture. Over the next three years, Pasco County Library team members will use this plan to develop programs and services that meet the needs of Pasco County residents and visitors.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action.

DISTRIBUTION:

ATTACHMENT(S):

1. LI21-0021 PCLS Full Strategic Plan 2021-2024
2. LI21-0021 PCLS Infographic Strategic Plan 2021-2024

Strategic Plan

2021–2024

Mission: The Pasco County Library Cooperative attracts and satisfies customers through outstanding and responsive customer service, an excellent selection of materials and resources, and an inclusive environment that encourages personal and community betterment.

Vision: The Pasco County Library Cooperative will enrich our community by being an essential resource for discovery, connection, enjoyment, and creation.

Values: The Pasco County Library Cooperative holds its staff, its volunteers, and its providers to the highest standards of Integrity, Respect, Service Excellence, and Innovation.



Priority Area: Community

Goal: Expand service offerings and awareness to attract new users.

Goal: Increase outreach opportunities for community members and organizations to become involved with the Library.

Activity: Establish Pop-Up library services to expand access to resources and services. Provide 20 hours of service per month beginning in the 1st Quarter of 2022.

Activity: Promote the Library's resources at a minimum of 20 meetings per year for community groups, civic organizations, non-profits, and government agencies.

Activity: Coordinate with the Friends of the Library on an annual campaign to help increase membership and raise funds.



Priority Area: Education

Goal: Provide access to a collection of print, non-print, and electronic resources that support the diverse needs and interests of the citizens of Pasco County.

Goal: Provide resources and programming to support lifelong learning and skill and knowledge development across multiple literacies.

Activity: Partner with the Early Learning Coalition of Pasco and Hernando Counties to provide four programs per year.

Activity: Develop an Adult Literacy/ESL training program and train 15 volunteers per year to teach basic literacy and ESL to Pasco County citizens.

Activity: Offer two digital literacy activities per quarter to increase skill development in finding, evaluating, creating, and communicating information on digital platforms.

Activity: Create a Library of Things to circulate non-traditional materials with a focus on items that support makerspace activities. Add three new items per year to the Library of Things.

Activity: Select 15 new items per year to be added to the Adaptive Toy Collection.

Activity: Provide at least one staff training session per quarter focused on skill development related to content creation.

Activity: Offer two programs per quarter that educate the public on how to produce professional content for various media platforms.



Priority Area: Culture

Goal: Provide programming and activities that support self-expression, innovation, and community-based well-being.

Goal: Foster culture within Pasco County by offering a wide range of cultural programs at the branch libraries and outreach locations.

Activity: Deploy the Mobile Makerspace three times per quarter to provide hands-on learning experiences.

Activity: Collaborate with local performers, artists, and experts to expand cultural experiences and learning opportunities. Offer 20 cultural programs or events per year at any location in the county.

Activity: Offer two programs per quarter that showcase cultural content created in association with the Pasco County Library Cooperative.

Activity: Support the development of a cultural affairs advisory council in Pasco County by hosting at least 4 meetings per year and serving as a liaison/coordinator for the council.



Strategic Plan 2021-2024

PASCO
COUNTY
LIBRARIES

OUR VISION: The Pasco County Library Cooperative will enrich our community by being an essential resource for discovery, enjoyment, and creation.

AREAS OF FOCUS

Community

GOAL STATEMENTS

- Expand service offerings and awareness to attract new users.
- Increase outreach opportunities for community members and organizations to become involved with the library.

Education

GOAL STATEMENTS

- Provide access to a collection of print, non-print, and electronic resources that support the diverse needs and interests of the citizens of Pasco County.
- Provide resources and programming to support lifelong learning and skill and knowledge development across multiple literacies.

Culture

GOAL STATEMENTS

- Provide programming and activities that support self-expression, innovation, and community-based well-being.
- Foster culture within Pasco County by offering a wide range of cultural programs at the branch libraries and outreach locations.

OUR MISSION...The Pasco County Library Cooperative attracts and satisfies customers through outstanding and responsive customer service, an excellent selection of materials and resources, and an inclusive environment that encourages personal and community betterment.

OUR VALUES...The Pasco County Library Cooperative holds its staff, its volunteers, and its providers to the highest standards of Integrity, Respect, Service Excellence, and Innovation.

MAIN OFFICE: 8012 Library Rd, Hudson, FL 34667 • 727-861-3020

www.pascolibraries.org

See it...make it!

Visit our makerspaces today!



Regency Park Library



FOUNDRY
at Land O'Lakes Library

The Loft

Centennial Park Library



Hudson Regional Library



Kids Makerspace
@ Hugh Embry



Starkey Ranch
Ceramics Studio



9 Locations throughout Pasco County!



CONSENT ITEMS 2.3

Participation in the Street Narcotics Apprehensive Program (SNAP)

Issue:

Request Council's approval to participate in the Street Narcotics Apprehensive Program (SNAP) with the Pasco County Sheriff's Office.

Background:

This Memorandum of Understanding outlines the combined mission, objectives and responsibilities of the agencies participating in the S.N.A.P. (Street Narcotics Apprehension Program). Chris Nocco, Sheriff of Pasco County, will administer the 2021-2022 SNAP MOU grant program to identify, apprehend and assist in the prosecution of drug offenders, and seize illicit drugs and assets of those engaged in illicit street level drug activity.

Attachment(s):

1. MOU S.N.A.P. 2021 - 2022

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval.

MEMORANDUM OF UNDERSTANDING

PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to outline the combined mission, objectives, and responsibilities of the agencies participating in the Street Narcotics Apprehension Program (**S.N.A.P.**). This MOU will formalize policy, guidance, planning, and the objectives of participating agencies as it relates to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This MOU is entered into between the Pasco Sheriff's Office, New Port Richey Police Department, Port Richey Police Department, Dade City Police Department, and Zephyrhills Police Department and shall be in effect for the duration of the grant. Under no circumstances may this MOU be changed or amended except in writing and with the agreement of all parties.

MISSION:

To identify, apprehend, and assist in the prosecution of drug offenders and seize illicit drugs and assets of those engaged in illicit street level drug activity.

To improve the quality of life for all residents of Pasco County by working collectively to suppress the illicit trade and use of controlled substances.

OBJECTIVES:

During the term of this MOU, the participating agencies have the following objectives:

- Seize 20 grams of powdered or crack cocaine.
- Seize 30 grams of other controlled substance; including but not limited to: Ecstasy (MDMA), methamphetamine (i.e.; MOLLY, ICE), amphetamines, and Heroin.
- Seize 100 prescription pills; including but not limited to Xanax, OxyContin (oxycodone), Hydrocodone, Dilaudid, etc.
- To conduct 50 drug-related investigations during the grant period.
- Arrest 35 offenders for the commission of drug offenses.

Any investigation, seizure, or arrest must comply with the Constitution and any applicable law.

COMPOSITION - ADMINISTRATION:

The Pasco Sheriff's Office will administer the grant program, prepare financial reimbursement requests and quarterly and annual status reports as required by the Florida Department of Law Enforcement (FDLE) and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

The Pasco Sheriff's Office shall maintain all financial records and complete all financial reporting as required by the terms of the grant, and, shall be responsible for all audit and compliance requirements.

The Pasco Sheriff's Office shall compile and complete all performance reporting as required by the terms of the grant. All participating agencies listed in this MOU shall provide any and all information necessary to complete reporting no later than five (5) days following the end of each quarter until the conclusion of the grant.

Term of Agreement:

This agreement shall be in effect upon receipt of funding from FDLE of Edward Byrne Memorial Justice Assistance Program and upon the signatures of all parties and will end September 30, 2022.

Personnel:

The Pasco Sheriff's Office will provide a full-time detective to be assigned to the Task Force. When deemed necessary, other participating law enforcement agencies may assign officers to work on Task Force objectives subject to confirmation by the Sheriff.

Any party to this Agreement may request and/or provide voluntary cooperation and assistance across jurisdictional lines of any other party to this Agreement in fulfilling the objectives of this MOU. A sworn law enforcement officer of a participating agency to this Agreement is hereby empowered and may exercise law enforcement authority within the jurisdiction of another participating agency when participating in a Street Narcotics Apprehension Program operation.

The allocation of manpower and resources will be at the discretion of the Pasco Sheriff's Office through approved operations orders submitted to and approved by the affected area of responsibility.

E-Verify Program:

The parties shall comply with Florida Statute 448.095, as currently written, or as hereafter amended.

Compliance With Laws:

All parties shall comply with all local, state, and federal laws, rules, and regulations.

Liability:

Each participating agency engaging in any Task Force initiative agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in said Task Force initiatives. In no event shall the Pasco Sheriff's Office be liable for any direct, incidental,

special, punitive, or consequential damages, loss, or expense, including but not limited to, delay damages, loss of use, lost revenue, lost data, or damage to property.

Nothing in this MOU shall be construed in any way to waive sovereign immunity of the Pasco Sheriff's Office under Section 768.28, Florida Statutes.

Loss/Damaged Property:

Each participating agency shall be responsible for bearing its own costs associated with any loss or damage incurred to such jurisdiction's property, equipment or resources as a result of the use of such property during a Task Force initiative.

Chain of Command:

During Task Force initiatives, participating agency members will receive guidance and direction from the coordinating agency. However, unity of command dictates that they will, at all times, be under the jurisdiction, supervision and chain of command of their participating agency.

Records and Reports:

All Task Force reports will be completed by each officer involved, individually, utilizing their respective agency's reporting system. Copies of all reports will be forwarded to the Sheriff's Office Vice and Narcotics Unit to facilitate the compiling of a centralized database for intelligence and grant reporting purposes.

All participating parties acknowledge that they are familiar with the provisions of the Public Records Laws of Florida. All parties agree to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701. All parties agree to keep and maintain public records that would be required by Pasco Sheriff's Office in order to perform the services provided for in this MOU; All parties agree to provide public access to any required public records as the agency would normally due to being a public agency; All parties agree to protect exempt or confidential records from disclosure; All parties agree to meet public records' retention requirements; and all parties agree that at the end of term of this MOU to transfer all public records to Pasco Sheriff's Office and destroy any duplicate exempt or confidential public records.

ALL PARTICIPATING PARTIES MUST CONTACT THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN WITH ANY QUESTIONS REGARDING THEIR DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU. THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN CONTACT INFORMATION FOR THIS CONTRACT IS:

**CAPTAIN WILLIAM DAVIS
PASCO SHERIFF'S OFFICE
8700 CITIZENS DRIVE,
NEW PORT RICHEY, FL 34654
WDAVIS@PASCOSHERIFF.ORG
727.224.7673**

Statistical Reporting:

In an effort to ensure a coordinated approach in documenting Task Force objectives, participating agencies will initiate an activity report immediately following any Task Force initiative. The Pasco Sheriff's Office will be responsible for collecting, recording, and submitting all required statistical data and reports generated from task force initiatives.

Forfeitures:

In accordance with the Office of Justice Programs Financial Guide rules, property and/or assets seized for forfeiture are considered to be program or project generated income and must be handled according to the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Government. (Reference: The Cash Management Improvement Act of 1990). The Pasco Sheriff's Office Property Evidence will maintain care, custody and control of all property and/or assets seized during any Task Force initiative. The Pasco Sheriff's Office Legal Department will be responsible for initiating forfeiture action in accordance with the Florida Contraband Forfeiture Act. Any law enforcement officer initiating forfeiture proceedings pursuant to this MOU will notify the Pasco Sheriff's Office's Street Narcotics Apprehension Program supervisor of their intentions and the administrative agency's forfeiture policies and reports will be utilized.

This MOU does not preclude a participating agency from initiating forfeiture proceedings within their respective jurisdictions outside the scope of this MOU.

Program Income:

Upon meeting the requirements set forth in the Office of Justice Programs Financial Guide, Program Income will be disbursed to the participating agency in whose jurisdiction it was seized for forfeiture. Multi-jurisdictional seizures or cases involving seizures arising from multi-jurisdictional investigations will be disbursed based on recommendations from the grant administrator. However, the decision as to percentage of entitlement, or distribution on non-divisible property shall be made on a case-by-case basis, pursuant to agreement between agency members of the Task Force participating in the actual investigation or operation. It is agreed that the percentage of any proceeds from forfeited property or the value of property retained by an agency shall be commensurate with the participation of that agency in the activity which resulted in the seizure, unless otherwise agreed by the agencies participating in the seizure. Any agency which provides for court costs or costs for maintaining seized property shall be reimbursed out of

We, the undersigned, have read and agree with this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by their undersigned officials as duly authorized.

As to the Pasco Sheriff's Office:

Witness: _____

Chris Nocco
Sheriff

Date

As to the City of New Port Richey:

Witness: _____

Rob Marlowe Date
Mayor

Witness: _____

Kim Bogart Date
Chief of Police

As to the City of Dade City:

Witness: _____

Camille S. Hernandez Date
Mayor

Witness: _____

James E. Walters Date
Chief of Police

As to the City of Zephyrhills:

Witness: _____

Jodi Wilkeson Date
Council Vice President

Witness: _____

Derek Brewer Date
Chief of Police

As to the City of Port Richey:

Witness: _____

Scott Tremblay Date
Mayor

Witness: _____

Cyrus Robinson Date
Chief of Police

any proceeds from the sale of seized property prior to the distribution of proceeds or receive consideration during the distribution of non-divisible assets. Program generated income which is returned to member agencies will be governed according to Florida State Statute 932.7055 and as such shall be deposited in a special Law Enforcement Trust Fund.

Equipment:

At the termination of the Grant year should the Street Narcotics Apprehension Program disband, ownership of any equipment purchased with grant funds will revert to the participating agency who provided matching funds for said equipment's purchase.

Press Releases:

Any press release concerning Task Force activity will be coordinated through all agencies participating in an arrest, investigation, or operation.

Venue:

This MOU is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Pasco County, Florida. In the event of a dispute, each party is responsible for their own attorney's fees.

Termination:

Any party may terminate their involvement in this MOU by providing sixty (60) days written notice to the Pasco Sheriff's Office, Attention: Captain William Davis. Notice must be via certified mail, return receipt requested or hand delivery with proof of delivery, or email.

Entire Agreement:

This MOU contains the entire agreement between the parties and supersedes any and all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter. In the event that any provision of this MOU is held to be invalid or unenforceable, the remaining provisions of this MOU shall remain in full force and effect.

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CONSENT ITEMS 2.4

Task Order 2021-01 American Infrastructure Development, Inc.

Issue:

Requesting approval of Task Order 2021-01 for American Infrastructure Development, Inc. (AED).

Background:

This project will be designed according to the following technical design criteria:

1. FAA AC 150/5300-13 - Change 1, "Airport Design"
2. FAA AC 150/5320-6, "Airport Pavement Design and Evaluation"
3. FAA AC 150/5340-1, "Standards for Airport Marking"
4. FAA AC 150/5370-2G, "Operational Safety on Airports During Construction"

Attachment(s):

1. AID Task Order 2021-01 - Apron

Fiscal Impact:

2021/2022 State Appropriation Funding - \$3.6M
Included in FY 2021/2022 Budget

Staff Recommendation:

Staff recommends approval and execution of Task Order 2021-01 for American Infrastructure Development, Inc. (AED) in the amount of \$219,046.40.

September 21, 2021

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

Subject: Task Order No. 2021-01
Itinerant Apron – Design and Bidding Phase
Zephyrhills Municipal Airport

Dear Nathan:

This Task Order is made between American Infrastructure Development, Inc. (Consultant) and the City of Zephyrhills (Client) for the Consultant to provide professional services for the design, permitting, and bidding phase services for a new Itinerant Apron at Zephyrhills Municipal Airport.

A detailed description of the scope of work is attached as Exhibit A. A breakdown of the fee proposal is provided in Exhibit B.

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

Submitted by:

Accepted by:

American Infrastructure Development, Inc.

City of Zephyrhills (Zephyrhills Municipal Airport)



Authorized Signature

Authorized Signature

Sabina C. Mohammadi, President-CEO

Name and Title

Jodi Wilkeson, Council Vice President

Name and Title

Attachments: Exhibit A – Scope of Work
Exhibit B – Fee Proposal
Exhibit C – Geotechnical Services
Exhibit D – Survey Services
Exhibit E – Electrical Design Services

September 27, 2021

cc: Mohsen Mohammadi (AID)

**EXHIBIT A
SCOPE OF SERVICES**



**ITINERANT APRON
ZEPHYRHILLS MUNICIPAL AIRPORT (ZPH)**

Scope of Services

American Infrastructure Development, Inc. (AID), and its Subconsultants, Quantum Electrical Engineering (Quantum) and Coastal Engineering Associates, Inc. (Coastal), will provide Professional Engineering Services to the City of Zephyrhills (City) for the design, permitting, and bidding of the aircraft parking apron and reconfiguration of the existing tie-downs at Zephyrhills Municipal Airport. This project will consist of paving the apron area identified in Figure 1. Project elements will include the following:

1. Construct a new asphalt paved apron of approximately 146,000 sf.
2. Reconfigure and replace the existing tie-down anchors.
3. Remove existing high mast lighting.
4. Install two (2) high mast lighting poles along the south edge of the apron.



Figure 1 – Itinerant Apron

General Information

The itinerant apron is bound by Taxiways A, B, C, and C1. The existing ground surface is grass covered and appears to gently slope towards the south-southeast. An existing detention pond is

EXHIBIT A SCOPE OF SERVICES



located on the south end of the apron. The design elements of the paved apron area are described below.

Aircraft Parking Apron

- a) Remove existing tie-downs.
- b) Remove existing high-mast lighting structures and associated electrical conductors and conduits.
- c) Clear surface of vegetation and topsoil.
- d) Perform grade adjustment by placing compacted fill.
- e) Construct the new asphalt over limerock pavement within the apron area.
- f) Design and layout new three-point tie-down anchors.
- g) Design pavement markings.
- h) Improve site stormwater management to account for the addition of impervious surfaces.

Approximately 146,000 SF of impervious area will be added to the project that will require stormwater design and permitting. Design-phase services will include coordination and due-diligence with Southwest Florida Water Management District (SWFWMD).

Topographic survey will be provided by Coastal Engineering Associates, Inc. (Coastal).

Design of electrical component associated with the installation of the high mast lighting poles will be provided by Quantum Electrical Engineering, Inc. (Quantum)

Geotechnical Services will be provided by AID. AID will explore the subsurface soil conditions, verify the pavement design, and determine existing subgrade strengths (see Exhibit C for a detailed scope of geotechnical services).

Design Criteria

This project will be designed according to the following technical design criteria:

- 1. FAA AC 150/5300-13 – Change 1, “Airport Design”
- 2. FAA AC 150/5320-6, “Airport Pavement Design and Evaluation”
- 3. FAA AC 150/5340-1, “Standards for Airport Marking”
- 4. FAA AC 150/5370-2G, “Operational Safety on Airports During Construction”

Construction drawings will be prepared in the latest version of AutoCAD and delivered electronically by PDF.

EXHIBIT A SCOPE OF SERVICES



General Scope

AID will provide the following general services for this project:

1. Manage the project from program verification to the bid opening and award of the contract.
2. Coordinate with survey and drilling subconsultants.
3. Coordinate with the City and FDOT.
4. Prepare meeting minutes, as necessary.
5. Program verification and site investigations
6. Prepare the front-end contract documents and technical specifications.
7. Prepare the Engineer's Report and construction cost estimates.
8. Assist with bidding and award.

Specific Scope

Specific tasks (basic and special services) related to the above items are identified in each phase of the project as described below.

Basic Services

Phase 1 – Program Verification

AID will perform the following tasks under this phase:

1. Determine number and locations of soil borings and perform geotechnical exploration.
2. Compile and review project related documents.
3. Perform a site visit.
4. Field verify as-builts.
5. Review and confirm initial cost estimates.
6. Meet and coordinate with the City.
7. Determine the geotechnical exploration scope and sampling locations.
8. Meet and coordinate with the survey subconsultant.

EXHIBIT A SCOPE OF SERVICES



9. Coordinate and attend a Pre-Design meeting with the City and tenants on project challenges such as design alternatives, project phasing, construction staging, budget, and schedule.
10. Prepare a preliminary construction schedule considering weather and air traffic conditions.
11. Identify permit and additional information that may be required from field investigations or other agencies.

Phase 2 – Design Development (30%)

Following the Program Verification phase and the receipt and review of survey and geotechnical data, AID will proceed with the 30% level design and plans production. AID will visit the site to field verify the survey information and address any comments received during the Program Verification phase. Specifically, the following tasks will be performed under this phase:

1. Review the geotechnical exploration report and evaluate findings.
2. Perform a site visit to verify survey.
3. Complete preliminary pavement design.
4. Formulate preliminary phasing analysis.
5. Prepare 30% drawings.
6. Prepare the construction cost estimate.
7. Update the construction schedule.
8. Prepare Preliminary Engineer's Report.
9. Identify any modifications to FAA standards.
10. Prepare an outline of technical specifications.

Deliverables: AID will submit PDF copies of 30% drawings and a Preliminary Engineer's Report to the City for review. Upon receipt of review comments from the City, AID will proceed with the 60% level contract documents.

Phase 3A – Contract Documents (60%)

During this phase, the Consultant will continue with the design and preparation of the construction drawings and specifications. Specifically, the following tasks will be performed under this phase:

1. Finalize the pavement design for the apron.
2. Evaluate the construction sequence and update the phasing plan.

EXHIBIT A SCOPE OF SERVICES



3. Review City Comments.
4. Prepare 60% level drawings, which will include:
 - a. Cover Sheet.
 - b. Project Site/Layout Plan.
 - c. Project Survey Control Plan.
 - d. Geotechnical/ Field Exploration Plan.
 - e. Project Safety Plan.
 - f. Project Phasing/Construction Sequencing Plan.
 - g. General/Safety Notes Plan.
 - h. Project Key Sheet.
 - i. Typical Sections.
 - j. Staking and Demolition Plans.
 - k. Paving, Grading, and Drainage Plans.
 - l. Tie-Down Plans and Details.
 - m. Pavement Marking Plans.
 - n. Marking Details.
 - o. Misc. details.
5. Review and revise construction cost estimate.
6. Review and revise construction schedule.
7. Update the Engineer's Report.
8. Prepare FAA and Local Front-End documents.
9. Prepare Draft Technical Specifications.

Deliverables: The Consultant will submit a PDF copy of the 60% drawings and a Draft Engineer's Report to the City for review.

Phase 3B – Contract Documents (90%)

AID will proceed with the final construction documents, including finalizing the construction phasing plan. At this stage, the construction cost estimate and the construction schedule will be updated and finalized, and the Engineer's Report will be completed.

The Project Manual, which will contain front-end documents, general provisions, technical specifications, and the geotechnical report, will also be completed. In addition, 90% construction drawings will be prepared including:

- a. Cover Sheet.
- b. Project Site/Layout Plan.
- c. Project Survey Control Plan.
- d. Geotechnical/Field Exploration Plan.

EXHIBIT A SCOPE OF SERVICES



- e. Project Safety Plan.
- f. Project Phasing/Construction Sequencing Plan.
- g. General/Safety Notes Plan.
- h. Project Key Sheet.
- i. Typical Sections.
- j. Staking and Demolition Plans.
- k. Paving, Grading and Drainage Plans.
- l. Drainage Details.
- m. Tie-Down Plans and Details.
- n. Pavement Marking Plans
- o. Marking Details.
- p. Misc. Details.

Deliverables: AID will submit PDF copies of the 90% contract documents to the City. The Final Engineer's Report and Cost Estimates will also be submitted. AID will meet with the City, FDOT, and tenants, to address any final comments regarding the construction of this project.

Phase 3C – Contract Documents (100%)

Upon receipt of final comments from the City, AID will proceed with the preparation of the bidding documents. This effort includes incorporating comments by updating the construction drawings, the project manual (front-end documents, general provisions, and technical specifications), the Engineer's Report, the construction cost estimate, and the construction schedule. Signed and sealed contract documents will be submitted to the City.

Deliverables: AID will submit an electronically signed and sealed copy of the 100% contract documents to the City for distribution during the bidding phase.

Phase 4 – Bidding and Award Services

This phase will include the effort necessary to advertise for and receive bids from contractors, and to review the bids and make a recommendation of award to the City. The City will advertise this project on DEMANDSTAR where interested bidders and plan rooms may download the bidding documents. The following tasks will be performed by AID during this phase:

- 1. Coordinate with the City.
- 2. Prepare for and attend the Pre-Bid Conference.
- 3. Address questions from bidders/issue Addenda.
- 4. Make revisions to contract documents.

EXHIBIT A SCOPE OF SERVICES



5. Attend the Bid opening.
6. Review all bids for responsiveness and accuracy.
7. Prepare certified Bid Tabs.
8. Make recommendation for the award of the contract.
9. Prepare Conformed Contracts.

Special Services

In addition to the basic services described herein, AID will provide the following special services required under this contract:

1. Geotechnical Investigations – AID will perform geotechnical engineering services on this project, as described in Exhibit C.
2. Field Survey – Coastal will provide topographic survey services on this project, as described in Exhibit D.
3. Drainage Permitting (SWFWMD) – AID will provide the necessary documentation to SWFWMD and obtain an environmental resource permit for the project. A permit fee allowance has been included in the fee summary.
4. Grant Services during Design – AID will provide Grant assistance, including the preparation of FDOT Quarterly Grant Reports and Grant Closeout.
5. Airspace Checklist – AID will assist the City in the preparation of the Airspace Checklist and submit same to the FAA, via the OE/AAA web portal, in conjunction with a Construction Safety and Phasing Plan. AID will submit multiple points and 7460 forms to clearly identify the different elements of the project, including construction staging areas, haul routes, and many specific construction sites for FAA's review and approval.

Services Not Included

Any services not specifically stated in the above scope such as changes in scope requested by the City will be considered additional services and will be included as an Amendment to the current Work Assignment. Additional services we can provide include, but are not limited to, the following:

1. Construction Administration Services
2. Resident Project Representative (RPR) Services during Construction

**EXHIBIT A
SCOPE OF SERVICES**



3. Quality Assurance Testing during Construction

Project Schedule

AID will proceed with the following schedule of proposed work after receiving a Notice to Proceed from the City.

<u>Task</u>	<u>Days</u>
Field Investigations and Program Verification	45
Design Development (30%)	30
Contract Documents (90%)	45
Contract Documents (100%)	30
Bidding	30
TOTAL DAYS	180

Exhibit B
Scope of Work
Itinerant Apron
Zephyrhills Municipal Airport

TASK		Totals
<u>Basic Services (Lump Sum)</u>		
Phase 1 -	Program Verification	\$14,764.00
Phase 2 -	Design Development (30%)	\$34,192.00
Phase 3A -	Contract Documents (60%)	\$51,481.00
Phase 3B -	Contract Documents (90%)	\$43,100.00
Phase 3C -	Contract Documents (100%)	\$13,712.00
Phase 4 -	Bidding and Award Services	\$10,564.00
	Electrical Engineering (Quantum)	\$9,062.00
Total Basic Services:		\$176,875.00
<u>Special Services (Lump Sum)</u>		
1	Geotechnical Investigations	\$14,853.40
2	Field Survey	\$9,800.00
3	SWFWMD Permitting	\$10,272.00
4	Grant Services During Design (Quarterly Reports)	\$2,912.00
5	Airspace Checklist Submittal (OE/AAA), CSPP	\$1,934.00
Total Special Services:		\$39,771.40
<u>Expenses (NTE)</u>		
	Reproduction (LS)	\$200.00
	SWFWMD Permit Fees (Allowance)	\$2,200.00
Total Expenses:		\$2,400.00
Total Design and Bidding Fees (NTE):		\$219,046.40

Exhibit B
Scope of Work
Itinerant Apron
Zephyrhills Municipal Airport

TASK	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Designer	Clerical	Totals
	\$214.00	\$184.00	\$162.00	\$133.00	\$96.00	\$92.00	\$78.00	

Phase 1 - Program Verification

1	Compile and Review Project related Documents		4	8	6		4	22
2	Perform a Site Visit			4				4
3	Determine the geotechnical exploration scope and sampling locations			4			2	6
4	Review and Confirm Initial Cost Estimates			4	2	2		8
5	Meet and Coordinate with the City	1	4	6			2	13
7	Meet and Coordinate with Subconsultants	1	4	8			2	15
8	Coordinate and Attend a Pre-Design Meeting		4	8				12
9	Prepare a Preliminary Construction Schedule			4				4
10	Identify Permit Requirements			4	8	2		14
Total Labor Hours:		2	16	50	16	4	0	98
Total Labor Costs:		\$428.00	\$2,944.00	\$8,100.00	\$2,128.00	\$384.00	\$0.00	\$14,764.00

Phase 2 - Design Development (30%)

1	Review Geotechnical Report and Evaluate Findings		2	4				6
2	Perform a Site Visit to Verify Survey		4	4		4		12
3	Preliminary Pavement Design		2	2				4
4	Preliminary Phasing Analysis		2	4		6		12
5	Prepare 30% Drawings							
a	Cover Sheet			1	2	2		5
b	Project Site/Layout Plan			1	4	4		9
c	Project Key Sheet				2	8		10
d	Survey Control Plan			2	2	8		12
e	Typical Sections				2	4		6
f	Phasing Plan			4	8	12		24
g	Staking/Demolition Plans			2	4	16		22
h	Paving and Grading Plans		2	2	2	4		10
i	Paving Details		2	2	2	2		8
j	Misc. Details		4	6		8		18
6	Prepare Construction Cost Estimate		4	8			2	14
7	Update Construction Schedule		1	2	2		2	7
8	Prepare Preliminary Engineer's Report	2		6	2	2	2	14
9	Identify any Modification to Standards	2		8	4			14
10	Prepare outline of Technical Specifications			4	4		2	10
11	Quality Review	2	4	8			4	18
12	Submit 30% Documents				4	4	2	10
13	General Coordination with City	4	4					8
Total Labor Hours:		10	31	70	44	84	0	253
Total Labor Costs:		\$2,140.00	\$5,704.00	\$11,340.00	\$5,852.00	\$8,064.00	\$0.00	\$34,192.00

Phase 3A - Contract Documents (60%)

1	Finalize Pavement Design		4	4				8
2	Evaluate Construction Sequence and Phasing		4	4	8		2	18
3	Review City Comments		4	8	8		16	
4	Prepare 60% Drawings							
a	Cover Sheet			1	1	4		6
b	Project Site/Layout Plans				8	16		24
c	Project Survey Control Plans				8	16		24
d	Geotechnical/Field Exploration Plan				2			2
e	Project Safety Plan		4		4	8		16
f	Phasing/Construction Sequencing Plan		4	4		16		24

Exhibit B
Scope of Work
Itinerant Apron
Zephyrhills Municipal Airport

TASK		Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Designer	Clerical	Totals
		\$214.00	\$184.00	\$162.00	\$133.00	\$96.00	\$92.00	\$78.00	
g	General Notes Plan			2					2
h	Project Key Sheet			2		4			6
i	Typical Sections			2	8	16			26
j	Staking and Demolition Plans			8	8	24			40
k	Paving, Grading and Drainage Plans			2	4	24			30
l	Tie-down Plans and Details		2	4	8	12			26
m	Pavement Marking Plans		2	4	8	6			20
n	Marking Details			4					4
o	Misc. Details		2	1		8		4	15
5	Update Construction Cost Estimate		4	4				4	12
6	Update Construction Schedule		4					8	12
7	Update Engineer's Report			4	4		6	2	16
8	Prepare Draft Front-End Documents	2		4	2				8
9	Prepare Draft Specifications				8			2	10
10	Quality Review	4	4						8
11	Submit 60% Documents		4		4		8		16
12	General Coordination with City	2	2						4
Total Labor Hours:		8	44	62	93	154	30	22	413
Total Labor Costs:		\$1,712.00	\$8,096.00	\$10,044.00	\$12,369.00	\$14,784.00	\$2,760.00	\$1,716.00	\$51,481.00

Phase 3B - Contract Documents (90%)

1	Finalize Construction Cost Estimate			4	4	8			16
2	Finalize Construction Schedule			4		4			8
3	Finalize Engineer's Report			4	4				8
4	Prepare 90% Drawings								
a	Cover Sheet						2		2
b	Project Site/Layout Plan						2		2
c	Project Survey Control Plan						2		2
d	Geotechnical/Field Exploration Plan						2		2
e	Project Safety Plan						4		4
f	Phasing/Construction Sequencing Plan			2	4		4		10
g	General Notes						2		2
h	Project Key Sheet						4		4
i	Typical Sections				2		4		6
j	Staking and Demolition Plans				8		12		20
k	Paving, Grading and Drainage Plans				16	16	16		48
l	Drainage Details			8	16	16			40
m	Tie-Down Plans and Details			4	8	4		4	20
n	Pavement Marking Plans		4	8	8	6	6		32
o	Marking Details		2	8	8	6		2	26
p	Misc. Details			4	2	4	4	2	16
5	Compile Front-End Documents	2	8		8			2	20
6	Complete Technical Specifications	2	8		8			6	24
7	Quality Review	4	8					6	18
8	Submit 90% Documents		4						4
9	General Coordination with City	2	4						6
Total Labor Hours:		10	38	46	96	64	64	22	340
Total Labor Costs:		\$2,140.00	\$6,992.00	\$7,452.00	\$12,768.00	\$6,144.00	\$5,888.00	\$1,716.00	\$43,100.00

Phase 3C - Contract Documents (100%)

1	Incorporate Final Review Comments			8	8	8		4	28
2	Prepare and Submit Final Bid Documents		4	6	32	40		6	88
Total Labor Hours:		0	4	14	40	48	0	10	116
Total Labor Costs:		\$0.00	\$736.00	\$2,268.00	\$5,320.00	\$4,608.00	\$0.00	\$780.00	\$13,712.00

Exhibit B
Scope of Work
Itinerant Apron
Zephyrhills Municipal Airport

TASK	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Designer	Clerical	Totals
	\$214.00	\$184.00	\$162.00	\$133.00	\$96.00	\$92.00	\$78.00	

Phase 4 - Bidding and Award Services

1	Coordinate with City	2	2						4
2	Prepare for and Attend Pre-Bid Conference		2					2	4
3	Answers to Bidders/Issue Addenda		2	4	4			6	16
4	Revise Contract Documents		2	4	4			8	18
5	Attend Bid Opening		2					8	10
6	Review Bids for Responsiveness		2					4	6
7	Certified Bid Tabs/Award Contract		2					4	6
8	Conformed Contract Preparation			2	4	16		4	26
Total Labor Hours:		2	14	10	12	16	0	36	90
Total Labor Costs:		\$428.00	\$2,576.00	\$1,620.00	\$1,596.00	\$1,536.00	\$0.00	\$2,808.00	\$10,564.00

Phase 5 - Construction Phase Services (Lump Sum) (Not Included)

Total Fees (Lump Sum): **\$167,813.00**

Exhibit B
Scope of Work
Itinerant Apron
Zephyrhills Municipal Airport

TASK	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Designer	Clerical	Total Hours	Total Dollars
	\$214.00	\$184.00	\$162.00	\$133.00	\$96.00	\$92.00	\$78.00		

Special Services

1	Geotechnical Investigations									\$14,853.40
2	Field Survey									\$9,800.00
3	SWFWMD Permitting			16		80			96	\$10,272.00
4	Grant Services During Design (Quarterly Reports)		2	8				16	26	\$2,912.00
5	Airspace Checklist Submittal (OE/AAA), CSPP		2		6	8			16	\$1,934.00

Total Fees - Special Services (LS)

\$39,771.40

EXHIBIT C

GEOTECHNICAL SCOPE OF SERVICES



Special Services

In addition to the basic services described herein, AID will provide the following Special Services required under this contract:

- AID will provide geotechnical exploration services to assist the project team in the design of the itinerant apron and associated stormwater management facility. To evaluate existing subsurface conditions and arrive at our conclusions, AID will perform Standard Penetration Test (SPT) and auger borings [drilling will be performed by a qualified subconsultant], obtain soil samples, perform laboratory testing, and analyze gathered data. AID scope of work under this task will consist of the following:
 - Perform five (5) Standard Penetration Test (SPT) borings within the apron area each extend 6 feet below the existing ground surface or refusal depth;
 - Perform two (2) auger borings within the limits of the stormwater management facility areas each extending 20 feet below the existing ground surface or refusal depth;
 - Perform an in-place permeability test near each of the auger borings at a depth of ± 2 feet below the surface;
 - Obtain one (1) bulk sample from the subgrade soils for laboratory California Bearing Ratio (CBR) test;
 - Grout all borings to the surface;
 - Provide a brief review of the field procedures and results of the field and laboratory testing;
 - Provide field exploration plan or GPS coordinates indicating the approximate location of the borings;
 - Provide graphical representation of the subsurface conditions including standard penetration resistance data and groundwater levels;
 - Provide general evaluation of the site considering the proposed project and encountered subsurface conditions;
 - Provide general design and construction criteria;
 - Provide recommendations for general site preparation and construction of compacted fills or backfills, and
 - Provide stormwater management facility design parameters.

AID shall prepare a Geotechnical Engineering Report of the findings and shall deliver to the City a PDF copy of the report.

Exhibit C
Geotechnical Service Cost Estimate
Zephyrhills Municipal Airport (ZPH) - Itinerant Apron
Pasco County, Florida

Description	Unit	Estimated Quantity	Unit Cost	Estimated Total
Field Services				
A. Subconsultant (Tierra), 5 SPT to 6 feet and 2 auger to 20 feet below land surface, [Day Time Work]	LS	1.0	\$4,915.40	\$4,915.40
B. Bulk Sample collection and preparations	Each	1.0	\$75.00	\$75.00
C. In-place Permeability Testing	Each	2.0	\$300.00	\$600.00
D. Engineer/Planner/Field Professional with drillers	Hour	10.0	\$133.00	\$1,330.00
E. Engineer/Planner/Coordination, etc	Hour	4.0	\$133.00	\$532.00
F. Senior Engineering (sample review)	Hour	2.0	\$162.00	\$324.00
			Sub-Total	\$7,776.40
Laboratory Testing				
A. Moisture Content (ASTM D 2216)	Each	6.0	\$10.00	\$60.00
B. Grain Size Analysis/Fines Content	Each	6.0	\$25.00	\$150.00
C. Liquid Limit, Plastic Limit and Plasticity Index of Soils (ASTM D 4318)	Each	1.0	\$125.00	\$125.00
D. California Bearing Ratio (CBR) Test / Subgrade Soils	Each	1.0	\$450.00	\$450.00
			Sub-Total	\$785.00
Engineering & Administration				
A. Project Manager	Hour	1.0	\$184.00	\$184.00
B. Senior Engineer	Hour	32.0	\$162.00	\$5,184.00
C. Designer/Drafting/CADD	Hour	8.0	\$96.00	\$768.00
D. Clerical/Administration	Hour	2.0	\$78.00	\$156.00
			Sub-Total	\$6,292.00
			Lump Sum Total	\$14,853.40



Request for Authorization

To: American Infrastructure Development, Inc

Date: September 15,2021

Attn: Nabil O. Hmeidi, P.E.

From: Burt Bennett, Director

Coastal Job#

Description: Zephyr Hills Municipal Airport-Itinerant Apron

SCOPE OF WORK:

COASTAL shall provide adequate data on the following:

- 1.1 A. Establish construction baseline grid. Locate existing taxiways centerlines. Locate centerline of existing parking and driveway areas. Locate PC and PT of pavement fillets.
- 1.2 B. Taxiway Connectors shall be surveyed in accordance with the Field Data Collection and Geographic Information System (GIS) Standards in FAA Advisory Circular 150/5300-18B – General Guidance and Specifications for submission of Aeronautical Surveys to NGS. Geo-referenced imagery is not required for this survey activity.
- 1.3 C. Airfield pavement areas shall be surveyed on a 25' grid with elevations taken on existing grid points, edges of pavements, ground shots at edges of pavements, and at all grade breaks, including visible depressions.
- 1.4 D. Locate centerline of all airfield pavements within the survey limits.
- 1.5 E. Topographic survey of grassed areas within the survey limits on a 50' x 50' grid.
- 1.6 F. Locate upper and lower end, including invert elevations and pipe material and size, of all culverts, storm drains and sanitary sewer lines passing through limits of survey. Locate all drainage and sewer structures within survey limits including top and invert elevations, and invert elevations of connecting pipes. (Visible only)
- 1.7 G. Areas off pavement shall be surveyed on a 50' grid with elevations taken on existing ground at grid points and all grade breaks. Elevations shall be taken to define all swales.
- 1.8 H. Locate all high masts, taxiway and apron edge lights including type of light (base or stake mounted).
- 1.9 I. Locate all signs, including sign message and description of type of sign and any concrete sign base/footer.
- 1.10 J. Locate all duct banks, cables, and utilities including but not limited to waterline, telephone, electric within the survey limits.
- 1.11 K. Locate all pavement markings.
- 1.12 L. Locate all other features which lie in the survey zone.

Products:

2.1 Provide topographic survey maps of area identified above with 0.5-foot contours and all elevation shots. Maps will show field survey information as described in each item. The maps will be at a scale to best display the

Exhibit D

information. Two final prints signed and sealed by a professional land surveyor registered in the State of Florida shall be submitted.

2.2 Provide a DTM file (*.DWG format) compatible for use with the computer program AutoCAD Civil 3D. All survey points shall have a descriptor identifying the shot as a pavement, edge of pavement, ground, ground at edge of pavement, etc.

2.3 Provide Survey and Quality Control Plan.

2.4 Provide weekly project status reports.

2.5 Final Project Survey Report detailing the information that was used to develop the Survey including project photographs of SACS, PACS and monuments.

Accuracy:

3.1 Elevations of pavement, structures, inverts, and paved swales to nearest 0.01 foot.

3.2 Elevations of non-paved areas to nearest 0.1 foot.

3.3 Horizontal location of all features to nearest 0.1 foot. Horizontal location of utility structures, lights, and small slabs shall be referenced to center of structure. Structure locations and large slabs shall be referenced to a minimum of 2 corners.

3.4 Runway Profile Points on 10-foot stations.

3.5 All vertical controls shall be referenced to North American Vertical Datum of 1988 (NGVD1988)

3.6 All horizontal controls shall be referenced to the NAD1983 State Plane Coordinate System.

3.7 Primary and Secondary Airport Control Stations (PACS and SACS) established by the National Geodetic Survey at the airport should be utilized.

Note: All work is to be completed within 60 consecutive calendar days of the date of Notice-to-Proceed. (Subject to weather conditions and accessibility to the airport.)

PROFESSIONAL FEES:

Surveying Services Lump Sum \$ 9,800.00

If the above scope and fees meet with your approval, please indicate in the space provided below and return a signed copy.

Exhibit D

AUTHORIZED:

Signature: _____

Date: _____

Name & Title: _____
(Please print)

Copies: Project Manager

Client Name: American Infrastructure Development

Accounting
File

Address: 37 North Orange Avenue Suite 500
Orlando, FL 32801

September 20, 2021

American Infrastructure Development, Inc.
Mr. Nabil Hmeidi, P.E.
122 SW Midtown Place, Unit 101
Lake City, FL 32025

Subject: Electrical Engineering Services Fee Proposal for the Zephyrhills Municipal Airport
- Itinerant Apron Project.

Dear Nabil,

Quantum Electrical Engineering, Inc. (QUANTUM) is pleased to provide American Infrastructure Development, Inc. (AID) an electrical engineering fee proposal for the Zephyrhills Municipal Airport - Itinerant Apron Project. This proposal is based upon the scope of work provided by AID on 9/16/2021.

The following items are included in our scope:

TASK 1: Design Documents

- Includes design coordination meetings with the AID Design Team and Zephyrhills Municipal Airport.
- Includes record drawing review and visual field investigation.
- Design demolition plans for removal of (2) existing apron light poles impacted by the proposed apron.
- Design new apron lighting system consisting of (2) new high mast light poles for proposed apron.
- Includes electrical plans reflecting new conduit & conduit systems, light pole layouts, electrical calculations and electrical installation details.
- The electrical system design shall be based on the City / County / NEC Standards.
- Provide photometric lighting calculations (point-by-point) for new pole locations per City requirements and Illuminating Engineering Society (IES) recommendations.

Our proposed total Lump-Sum fee for Task 1 is: \$ 7,932.00

TASK 2: Bid & Award

- Includes virtual attendance of pre-bid meeting.
- Includes addenda revisions and any permitting comment revisions.
- Includes review of bid pricing results and recommendation of award.

Our proposed total Lump-Sum fee for Task 2 is: \$ 1,130.00

Exclusion and Assumptions

- AID shall provide all electrical record/as-built drawings to Quantum.
- Does not include any kind of structural pole, foundation or wind load calculations.
- Assume that the existing high mast lighting electrical service will be reused to power the new high mast light poles.
- AID shall provide to Quantum the maximum height of the new light poles at the proposed pole locations to meet 14 CFR PART 77 height restrictions.
- AID shall provide all base drawings and border files to QUANTUM on AutoCAD 2020 or higher.
- QUANTUM shall provide 1-electronic set of electrical design documents & specifications & cost estimates to AID for 60%, 90% and 100% reviews and bid plans.
- AID shall provide all printing of design documents (plans & specifications) for reviews, bid phases, permits and construction phases to the Airport.
- QUANTUM shall provide digital signed and sealed design documents to AID.
- Does not include Construction Administration Services.

Our proposed Lump-Sum fee for Task 1 is:	\$ 7,932.00
Our proposed Lump-Sum fee for Task 2 is:	\$ 1,130.00
Our proposed total fee is:	\$ 9,062.00

(See attachment breakdown)



Amy L. Champagne-Baker, PE
President

CONSENT ITEMS 2.5

FDEP SRF Loan Agreement for the Reclaim Water Line CR54/Wire to Otis Allen/Wire Rd.

Issue:

Seeking Council's approval allowing the Council Vice President to sign the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Loan Agreement in the amount of \$1,224,530.00.

Background:

Years ago, the City installed a 12" reclaimed water line along 12th Street to the corner of CR54 East with plans to extend the lines to the north, west, and east if necessary.

It has become necessary to move forward. During the planning stages of the Zephyr Lakes subdivision, it was agreed the development would install reclaimed water lines within the development. The City agreed to bring reclaimed water to the east side of their property at the Otis Allen intersection of Wire Road.

The City applied to the SWFWMD Cost Funding Initiative and received approval for a 50% grant. The total estimated cost of the project is \$1,421,300 with the City's estimated portion being \$710,650 via State Revolving Fund (SRF) loan.

Due to a large increase in material costs, this amount will rise and will not be known until the materials have been ordered.

Attachment(s):

1. Resolution 779-21 SRF Loan for Reclaim Water Extension
2. Written Legal Opinion
3. Clean Water State Revolving Fund Construction Loan Agreement WW510550

Fiscal Impact:

N/A

Staff Recommendation:

It is recommended by staff for Council to approve the application and allow the Council Vice President to sign. Project is included in the FY21 Budget under the Wastewater Division – Infrastructure line item.

RESOLUTION 779-21

“A RESOLUTION OF CITY OF ZEPHYRHILLS, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction and expansion of water reuse infrastructure; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW51055 and as eligible for available funding; and

WHEREAS; the City of Zephyrhills, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Zephyrhills, Florida, is authorized to apply for a loan to finance future design and construction associated with WW51055.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues after payment of State Revolving Fund Loans 805020, 805030 and CW51053.

SECTION IV. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. Council President, W. Alan Knight is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. Council President, W. Alan Knight is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. Council President, W. Alan Knight is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is 403.1835 Florida Statutes and Chapter 62-503, Laws of Florida.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 12th day of July, 2021.

ATTEST

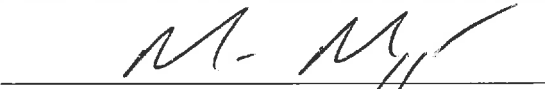

Lori L. Hillman City Clerk

CITY OF ZEPHYRHILLS


W. Alan Knight, Council President


Gene Whitfield Mayor

APPROVED AS TO FORM AND LEGALITY


Matthew E. Maggard, City Attorney



CITY OF ZEPHYRHILLS

"City of Pure Water"

5335 Eighth Street • Zephyrhills, Florida 33542-4312
(813) 780-0000 • Fax (813) 780-0005

GENE WHITFIELD
Mayor

CITY COUNCIL

W. ALAN KNIGHT
Council President

JODI WILKESON
Vice President

CHARLES E. PROCTOR
Councilman

LANCE A. SMITH
Councilman

KENNETH M. BURGESS, JR.
Councilman

STEVEN F. SPINA
City Manager

LORI L. HILLMAN
City Clerk, CMC

MATTHEW E. MAGGARD
City Attorney

July 12, 2021

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

Re: WW51055– City of Zephyrhills
Reclaimed Water Line Extension

Dear Ms. Knecht:

I am the duly appointed City Attorney for the City of Zephyrhills. The City proposes to borrow up to \$1,400,000 from the State Revolving Fund for the reclaimed water line extension as referenced above. The loan will be secured by the net revenues of the City's water and sewer system and the pledged revenues are legally available to pledge. The City of Zephyrhills has the legal authority to increase rates to ensure repayment of the loan.

The repayment of this loan will be after the payment of State Revolving Fund Loans 805020, 805030 and CW51053.

Sincerely,

Matthew E. Maggard
City Attorney

cc: City Manager
Finance Director
Utilities Director

FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

AND

CITY OF ZEPHYRHILLS, FLORIDA

CLEAN WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

WW510550

Florida Water Pollution Control Financing Corporation
1801 Hermitage Boulevard
Tallahassee, Florida 32308

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

<u>CONTENTS</u>	<u>PAGE</u>
ARTICLE I – DEFINITIONS	2
1.01. WORDS AND TERMS.....	2
1.02. CORRELATIVE WORDS.	5
ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS	5
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.	5
2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS.	7
2.03. LEGAL AUTHORIZATION.....	13
2.04. AUDIT AND MONITORING REQUIREMENTS.....	13
ARTICLE III - LOAN REPAYMENT ACCOUNT	16
3.01. LOAN DEBT SERVICE ACCOUNT.....	16
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.	16
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.....	16
3.04. ASSETS HELD IN TRUST.....	16
ARTICLE IV - PROJECT INFORMATION	17
4.01. PROJECT CHANGES.....	17
4.02. TITLE TO PROJECT SITE.....	17
4.03. PERMITS AND APPROVALS.....	17
4.04. ENGINEERING SERVICES.....	17
4.05. PROHIBITION AGAINST ENCUMBRANCES.....	17
4.06. COMPLETION MONEYS.....	17
4.07. CLOSE-OUT.	17
4.08. LOAN DISBURSEMENTS.	18
ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM.....	18
5.01. RATE COVERAGE.	18
5.02. NO FREE SERVICE.	19
5.03. MANDATORY CONNECTIONS.	19
5.04. NO COMPETING SERVICE.....	19
5.05. MAINTENANCE OF THE UTILITY SYSTEM.....	19
5.06. ADDITIONS AND MODIFICATIONS.	19
5.07. COLLECTION OF REVENUES.	19
ARTICLE VI - DEFAULTS AND REMEDIES	19
6.01. EVENTS OF DEFAULT.....	19
6.02. REMEDIES.....	20
6.03. DELAY AND WAIVER.	21
ARTICLE VII - THE PLEDGED REVENUES.....	22
7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION.....	22
7.02. ADDITIONAL DEBT OBLIGATIONS.	22

ARTICLE VIII - GENERAL PROVISIONS	22
8.01. DISCHARGE OF OBLIGATIONS.....	22
8.02. PROJECT RECORDS AND STATEMENTS.....	23
8.03. ACCESS TO PROJECT SITE.....	23
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.....	23
8.05. AMENDMENT OF AGREEMENT.....	23
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.....	23
8.07. SEVERABILITY CLAUSE.	24
8.08. USE AS MATCHING FUNDS.	24
8.09. DAVIS -BACON ACT REQUIREMENT.	24
8.10. AMERICAN IRON AND STEEL REQUIREMENT.	25
8.11. FISCAL SUSTAINABILITY PLAN.	25
8.12. PUBLIC RECORDS ACCESS.....	26
8.13. SCRUTINIZED COMPANIES.	26
8.14. SUSPENSION.	27
ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE.....	28
9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.....	28
9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.	28
9.03. INSURANCE REQUIRED.	28
ARTICLE X - DETAILS OF FINANCING.....	29
10.01. PRINCIPAL AMOUNT OF LOAN.	29
10.03. FINANCING RATE.	29
10.04. LOAN TERM.	29
10.05. REPAYMENT SCHEDULE.	30
10.06. PROJECT COSTS.	30
10.07. PROJECT SCHEDULE.....	31
ARTICLE XI - EXECUTION OF AGREEMENT	32

CLEAN WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

WW510550

THIS AGREEMENT is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the “Corporation”) and the CITY OF ZEPHYRHILLS, FLORIDA (the “Local Borrower”), existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department, the Corporation, and the Local Borrower shall be referred to as “Parties” or individually as “Party”.

WHEREAS, pursuant to Sections 403.1835 and 403.1837, Florida Statutes (the “State Act”), the Corporation is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the State of Florida Department of Environmental Protection (the “Department”); and

WHEREAS, in accordance with the provisions of the State Act and a Service Contract dated as of June 1, 2001 (as amended from time to time, the “Service Contract”) between the Corporation and the Department, the Department has responsibility for the performance of various activities in connection with such loans; and

WHEREAS, the Local Borrower applied for the financing of the Project (as hereinafter defined), and the Corporation and the Department has determined that such Project meets all requirements for a loan and have agreed to make a loan to the Local Borrower as set forth in this Agreement (the “Loan”); and

WHEREAS, in accordance with the provisions of a Master Trust Indenture dated as of June 1, 2001 (as supplemented and amended from time to time, the “Indenture”) between the Corporation and U.S. Bank Trust National Association, as trustee (together with any successor trustee, the “Trustee”), the Corporation is authorized to issue bonds (the “Bonds”) from time to time to fund loans pursuant to the State Act and to refund bonds issued by the Corporation; and

WHEREAS, the Loan and all payments of principal and interest thereon, including prepayments, and all proceeds thereof, but excluding the Loan Service Fee (as such term is hereinafter defined), have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds; and

WHEREAS, pursuant to the provisions of the State Act, the Service Contract and the Indenture, and as provided herein, the Corporation and the Department will cooperate to assure continuing compliance with the various requirements and separate duties and responsibilities arising from the issuance of the Bonds and the loans made by the Corporation.

NOW, THEREFORE, in consideration of the Corporation loaning money to the Local Borrower, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I – DEFINITIONS

1.01. WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this construction loan agreement.
- (2) “Authorized Representative” shall mean the official or officials of the Local Borrower authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Capitalized Interest” shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) “Code” means the Internal Revenue Code of 1986, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable.
- (5) “Defeasance Obligations” means:
 - (a) Direct obligations of, or obligations the prompt payment of principal and interest on which are fully guaranteed by, the United States of America which are not callable prior to maturity (except at the option of the holder thereof);
 - (b) Bonds, debentures, notes or other evidences of indebtedness issued or fully insured or guaranteed by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America and which are not callable prior to maturity (except at the option of the holder thereof);
 - (c) Resolution Funding Corp. (REFCORP) obligations which are not callable prior to maturity (except at the option of the holder thereof); and
 - (d) Obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable prior to maturity or as to which irrevocable determination to call such obligations prior to maturity shall have been made by the issuer thereof, and for the payment of the principal of, premium, if any, and interest on which provision shall have been made by the irrevocable deposit with a bank or trust company acting as a trustee or escrow agent for owners of such obligations of securities described in clauses (a), (b) or (c), the maturing principal of and interest on which, when due and payable, will provide sufficient moneys to pay when due the principal of, premium, if any, and interest on such obligations, and which securities are not available to satisfy any other claim, including any claim of the trustee or escrow agent or of any person claiming through the trustee or escrow agent or to whom the trustee or escrow agent may be obligated.

(6) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State and insured by the Federal Deposit Insurance Corporation.

(7) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(8) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(9) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(10) “Fiscal Sustainability Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(11) “Fiscal Year” shall mean the period commencing on October 1 of each year and ending on September 30 of the succeeding year.

(12) “Grant Allocation Assessment” shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. After paying or providing for the payment of debt service on the Bonds, the Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(13) “Gross Revenues” shall mean all income or earnings received by the Local Borrower from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(14) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(15) “Loan Application” shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(16) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Borrower for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(17) “Loan Service Fee” shall mean an origination fee which shall be paid by the Local Borrower.

(18) “Local Governmental Entity” means a county, municipality, or special district.

(19) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Local Borrower to the Loan Debt Service Account.

(20) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(21) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(22) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the reclaimed water extension in accordance with the plans and specifications accepted by the Department for the “Reclaimed Water Pipeline Extension Phase 1” contract.

The Project is in agreement with the planning documentation accepted by the Department effective March 14, 2019. A Florida Categorical Exclusion Notification was published on August 20, 2018 and no adverse comments were received.

(23) “Semiannual Loan Payment” shall mean the payment due from the Local Borrower at six-month intervals.

(24) “Sewer System” shall mean all facilities owned by the Local Borrower for collection, transmission, treatment and reuse of wastewater and its residuals.

(25) “State” means the State of Florida.

(26) “Tax-Exempt Bonds” means Bonds the interest on which is intended on their date of issuance to be excludable from gross income of the holders thereof for federal income tax purposes.

(27) “Utility System” shall mean all devices and facilities of the Water System and Sewer System owned by the Local Borrower.

(28) “Water System” shall mean all facilities owned by the Local Borrower for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower warrants, represents and covenants that:

(1) The Local Borrower has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Borrower’s knowledge, threatened, which seeks to restrain or enjoin the Local Borrower from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Borrower knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Borrower shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Borrower shall release and hold harmless the State, its agencies, the Corporation, and each of their respective officers, members, and employees from any claim arising in connection with the Local Borrower’s actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Borrower representations to the Corporation and the Department, pursuant to the Loan Application and this Agreement, were and are true and accurate as of the date the Loan Application and this Agreement were each executed by the Local Borrower. The financial information delivered by the Local Borrower to the Department was current and correct as of the date such information was delivered. The Local Borrower shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations

which are identified in the Loan Application or this Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Borrower shall take such action as to comply with this agreement.

(8) The Local Borrower shall maintain records using generally accepted governmental accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Borrower shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Borrower's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Borrower shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Borrower shall collect such funds for application as provided herein. The Local Borrower shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Borrower to levy or appropriate ad valorem tax revenues; or preventing the Local Borrower from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Borrower shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Borrower agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Borrower are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Borrower covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Borrower covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Borrower shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

(14) The Local Borrower shall take such actions, shall furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents,

certificates and opinions as the Corporation and/or the Department may reasonably require in connection with the Bonds, including, without limitation, any necessary continuing disclosure undertaking meeting the requirements of Securities and Exchange Commission Rule 15c2-12.

2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower acknowledges that the Corporation may issue Tax-Exempt Bonds with which to fund the Loan to the Local Borrower and that the maintenance of the tax-exempt status of any such Tax-Exempt Bonds will depend, in part, on the Local Borrower's compliance with the provisions of this Agreement. Accordingly, the Local Borrower warrants, represents and covenants that:

(1) Notwithstanding any other provisions of this Agreement, including specifically Section 2.02(8), if the Local Borrower shall be notified by the Corporation or the Department as of any date that any payment is required to be made to the United States Treasury in respect of Tax-Exempt Bonds the proceeds of which were used to fund the Loan (hereafter, the "Applicable Tax-Exempt Bonds"), and such payment is due to the failure of the Local Borrower to comply with this Agreement, the Local Borrower shall pay to the Trustee (for deposit to the applicable Subaccount of the Rebate Account established by the Indenture) the amount specified in the notice by the Corporation or the Department.

(2) The Local Borrower is a "governmental person" (as defined in Treasury Regulations §1.141-1(b)) (a "Governmental Unit") and it owns and operates the Project.

(3) The Local Borrower will not take any action or omit to take any action, which action or omission will adversely affect the exclusion from gross income of the interest on the Applicable Tax-Exempt Bonds for federal income tax purposes or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, and in the event of such action or omission, promptly upon having such brought to its attention, it will take such reasonable actions based upon an opinion of any attorney or firm of attorneys of recognized standing and experience in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and which attorney or firm of attorneys is acceptable to the Corporation ("Bond Counsel"), and in all cases at the sole expense of the Local Borrower, as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly, use or permit the use of any proceeds of the Applicable Tax-Exempt Bonds or any other funds of the Local Borrower, or take or omit to take any action, that would cause the Applicable Tax-Exempt Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code or to fail to meet any other applicable requirement of Sections 141, 148, 149 and 150 of the Code or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. To that end, the Local Borrower will comply with all requirements of Sections 141, 148, 149 and 150 of the Code to the extent such provisions apply to the Applicable Tax-Exempt Bonds. In the event that at any time the Corporation or the Department is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Local Borrower, the Corporation or the Department shall so instruct the Local Borrower in writing and the Local Borrower shall so restrict the yield.

(4) The Local Borrower (or any “related party”, as defined in Treasury Regulations §1.150-1(b)) is prohibited from purchasing and shall not purchase any Applicable Tax-Exempt Bonds other than purchases in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(5) The Local Borrower will take no action, or permit or suffer any action or event, which will cause any of the Applicable Tax-Exempt Bonds to be or become a “private activity bond” within the meaning of the Code. To that end, the Local Borrower will not permit more than 5% of the Project or portion thereof financed with Tax-Exempt Bonds to be used for a Private Business Use. The term “Private Business Use” means use directly or indirectly in a trade or business or any other activity carried on by any Private Person other than use as a member of, and on the same basis as, the general public. The term “Private Person” means any person other than a Governmental Unit. For this purpose, the United States or any agency or instrumentality thereof is not a Governmental Unit and is therefore a Private Person. For purposes of this paragraph (5), property is considered “used” by a Private Person if:

(a) it is owned by, or leased, to such Private Person;

(b) it is operated, managed or otherwise physically employed, utilized or consumed by such Private Person, other than operation or management pursuant to an agreement that meets the conditions described in paragraph (6) below;

(c) capacity in or output service from such property is reserved or committed to such Private Person under a take-or-pay, output, incentive payment or similar contract or arrangement;

(d) such property is used to provide service to (or such service is committed to or reserved for) such Private Person on a basis or terms that are different from the basis or terms on which such service is provided (or committed or reserved) to members of the public generally (except possibly for the amount of use and any corresponding rate adjustment);

(e) such Private Person is a developer and a significant amount of the Project financed with proceeds of Tax-Exempt Bonds serves only a limited area substantially all of which is owned by such Private Person, or a limited group of developers, unless such improvement carries out an essential governmental function, such developer reasonably expects to proceed with all reasonable speed to develop the improvement and property benefited by that improvement, and the improvement is in fact transferred to a Governmental Unit promptly after the property benefited by the improvement is developed; or

(f) substantial burdens and benefits of ownership of the Project financed with proceeds of Tax-Exempt Bonds are otherwise effectively transferred to such Private Person.

(6) Use of Bond-Financed Property.

(a) For purposes of this Agreement, the use by a Private Person of the Project financed with the proceeds of Tax-Exempt Bonds (the “Bond Financed Property”) pursuant

to a Qualified Use Contract (as hereafter defined) shall not be treated as a Private Business Use by such Private Person of such Bond-Financed Property or of funds used to finance or refinance such Bond-Financed Property.

(b) An arrangement under which services are to be provided by a Private Person involving the use of all or any portion of, or any function of, the Bond-Financed Property (for example, management services for an entire facility or a specific department of a facility (“Use Contract”)) is a “Qualified Use Contract” if all of the following conditions are satisfied:

(i) the compensation for services provided pursuant to the Use Contract is reasonable;

(ii) none of the compensation for services provided pursuant to the Use Contract is based on net profits from operation of the Bond-Financed Property or any portion thereof;

(iii) the compensation provided in the Use Contract satisfies one of the following subparagraphs:

(A) At least 95% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 15 years. For purposes of this subparagraph (b), a “periodic fixed fee” means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Bond-Financed Property (e.g., the Consumer Price Index) and a “renewal option” means a provision under which either party to the Use Contract has a legally enforceable right to renew the Use Contract; or

(B) At least 80% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 10 years; or

(C) At least 50% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term; or

(D) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years,

and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term. A “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(E) All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 3 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the second year of the Use Contract term. A “per-unit fee” means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure); or

(F) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Use Contract, including all renewal options, does not exceed 2 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the first year of the Use Contract term. This subparagraph (F) applies only to (a) Use Contracts under which the Private Person primarily provides services to third parties, or (b) Use Contracts involving the Bond-Financed Property during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Use Contract based on a percentage of gross expenses) (e.g., a Use Contract for general management services for the first year of operations), in which case, the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances) or expenses of the Bond-Financed Facilities, but not more than one.

For purposes of this paragraph (6)(b)(iii), a Use Contract is considered to contain termination penalties if the termination limits the Local Borrower’s right to compete with the Private Person, requires the Local Borrower to purchase equipment, goods, or services from the Private Person, or requires the Local Borrower to pay liquidated damages for cancellation of the Use Contract. Another contract between the Private Person and the Local Borrower (for example, a loan or guarantee by the Private Person) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm’s-length that could operate to prevent the Local Borrower from terminating the Use Contract. A requirement that the Local Borrower reimburse the Private Person for ordinary and necessary expenses, or restrictions on the hiring by the Local Borrower of key personnel of the Private Person, are not treated as contract termination penalties;

(iv) The Private Person has no role or relationship with the Local Borrower, directly or indirectly, that, in effect, substantially limits the Local Borrower's ability to exercise its rights under the Use Contract, including cancellation rights. This requirement is satisfied if:

(A) The Private Person and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20 percent of the voting power of the governing body of the Local Borrower;

(B) No individual who is a member of the governing body of the Private Person and the Local Borrower is the chief executive officer of the Local Borrower or the Private Person or the chairperson of the governing body of the Local Borrower or the Private Person; and

(C) The Local Borrower and the Private Person are not "related parties" (within the meaning of Treasury Regulations §1.150-1(b)).

(c) The Local Borrower may treat a Use Contract that does not comply with one or more of the criteria of subparagraph (6)(b) as not resulting in Private Business Use of Bond-Financed Property if it delivers to the Corporation and the Department, at its expense, an opinion of Bond Counsel to the effect that to do so would not adversely affect the exclusion from gross income of interest on the Applicable Tax-Exempt Bonds or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(7) Notwithstanding any provision of this Section 2.02, if the Local Borrower provides, at the Local Borrower's expense, to the Corporation and the Department an opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusions from gross income of interest on the Applicable Tax-Exempt Bonds pursuant to Section 103(a) of the Code, the Local Borrower, the Corporation and the Department may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

(8) All tax warranties, representations, covenants and obligations of the Local Borrower contained in this Section 2.02 shall remain in effect and be binding upon the Local Borrower until all of the Applicable Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of this Agreement or any provision for payment of principal of and premium, if any, and interest on the outstanding Applicable Tax-Exempt Bonds and release and discharge of the Indenture.

(9) Amounts deposited from time to time in the Loan Debt Service Account will be used to pay principal and interest within 13 months after the amounts are so deposited.

(10) The Local Borrower has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay principal of, interest and any redemption premium on the Loan other than the Loan Debt Service Account. Except as set forth in the next sentence and except for money

referred to in paragraph (9) above, no other money or investment property (including, without limitation, fixed income, equity and other investments) is or will be pledged as collateral or used for the payment of such principal and interest (or for the reimbursement of any others who may provide money to pay that principal and interest), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the Corporation or holders of the Applicable Tax-Exempt Bonds reasonable assurance of the availability of such money or investment property to pay debt service on the Loan or the Applicable Tax-Exempt Bonds.

(11) Except as stated otherwise in this Agreement, no portion of the Loan will be used:

(a) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Corporation, the Local Borrower or any other Governmental Unit,

(b) to replace any proceeds of another issue of tax-exempt bonds that were not expended on the project for which such other issue was issued,

(c) to replace any money that was or will be used directly or indirectly to acquire investments,

(d) to make a loan to any other person or Governmental Unit,

(e) to pay any working capital expenditure other than expenditures identified in Treasury Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., issuance costs of the Applicable Tax-Exempt Bonds, qualified administrative costs, reasonable charges for a qualified guarantee or for a qualified hedge, interest on the Loan for a period commencing on the issuance date of the Applicable Tax-Exempt Bonds and ending on the date that is the later of three years from that issuance date or one year after the date on which the Project was or will be placed in service, payments of amounts, if any, pursuant to paragraph (i), and costs, other than those already described, that do not exceed 5% of the sale proceeds of the Applicable Tax-Exempt Bonds and that are directly related to capital expenditures financed or deemed financed by the Applicable Tax-Exempt Bonds), or

(f) to reimburse any expenditures made prior to the issuance date of the Applicable Tax-Exempt Bonds except those that qualify as a reimbursement of prior capital expenditures, based upon an opinion of Bond Counsel, at the expense of the Local Borrower, delivered to the Department and the Corporation.

(12) The Local Borrower does not intend to sell or otherwise dispose of the Project or any portion thereof during the term of the Applicable Tax-Exempt Bonds except for dispositions of property in the normal course at the end of such property's useful life to the Local Borrower.

(13) None of the Semiannual Loan Payments shall be federally guaranteed within the meaning of Section 149(b) of the Code.

2.03. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Borrower's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Borrower and shall constitute a valid and legal obligation of the Local Borrower enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.04. AUDIT AND MONITORING REQUIREMENTS.

The Local Borrower agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$1,224,530	140131

(2) Audits.

(a) In the event that the Local Borrower expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Local Borrower, the Local Borrower must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Borrower shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Borrower shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550

(local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Borrower expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Borrower shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Borrower in which the \$750,000 threshold has not been met. In the event that the Local Borrower expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Borrower's resources obtained from other than State entities).

(d) The Local Borrower is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Borrower should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Borrower directly to the Department at either of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Borrowers, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Borrower from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Borrower shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Borrower agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Borrower is appropriate, the Local Borrower agrees to comply with any additional instructions provided by the Department to the Local Borrower regarding such audit. The Local Borrower understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Borrower will comply with

this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Borrower shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Borrower shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Borrower fails to make a required Monthly Loan Deposit, the Local Borrower's chief financial officer shall notify the Department of such failure. In addition, the Local Borrower agrees to budget, by amendment if necessary, from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give the Corporation a superior claim on any revenues over prior claims of general creditors of the Local Borrower, nor shall it be construed to give the Corporation or the Department the power to require the Local Borrower to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Borrower's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Corporation.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Borrower shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Borrower shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Local Borrower shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State, shall be employed by, or under contract with, the Local Borrower to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Borrower is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Borrower covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Corporation or the Department to approve additional financing shall not constitute a waiver of the Local Borrower's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall

be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the Trustee for expenses incurred by the Local Borrower upon receipt of a requisition in the form provided under the Indenture executed by the Department. Disbursements shall be made directly to the Local Borrower for reimbursement of the incurred construction costs and related services. A requisition for disbursements shall be made upon receipt by the Department of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the Project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Borrower is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Borrower shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Borrower shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Local Borrower shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Borrower's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Borrower shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Borrower shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Borrower shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Borrower may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Borrower shall use its best efforts to collect all rates, fees and other charges due to it. The Local Borrower shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Borrower shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the

happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Borrower by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Borrower contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Borrower, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Borrower, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Borrower, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency, or other similar proceeding instituted by, or against, the Local Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Borrower, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Borrower by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Borrower to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be

in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Borrower to fulfill this Agreement.

(2) By action or suit in equity, require the Local Borrower to account for all moneys received pursuant to this Agreement or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or the Department.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may provide for the payment to the Trustee of the delinquent amount plus a penalty from any unobligated funds due to the Local Borrower under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Borrower, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect

any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION.

From and after the effective date of this Agreement, the Corporation shall have a lien on the Pledged Revenues, which along with any other Corporation State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Borrower under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Corporation may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Borrower may issue additional debt obligations on a parity with, or senior to, the lien of the Corporation on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Borrower demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Borrower and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Corporation. If at any time the Local Borrower shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Corporation shall be no longer in effect. Deposit of sufficient cash or Defeasance Obligations may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Corporation or its assignees and shall be subject to approval by the Corporation. There shall be no penalty imposed by the Corporation for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Corporation, and the Department for inspection at any reasonable time after the Local Borrower has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Borrower shall provide access to Project sites and administrative offices to authorized representatives of the Corporation and the Department at any reasonable time. The Local Borrower shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Local Borrower hereby expressly acknowledges that the Loan and all payments of principal and interest thereon, and all proceeds thereof, but excluding the Loan Service Fee, have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds and the Trustee shall be entitled to act hereunder, and by the execution of this Agreement the Local Borrower in all respects consents to such assignment. The Corporation, the Department and the Trustee may further assign all or any parts of their rights under this Agreement without the prior consent of the Local Borrower after written notification to the Local Borrower. The Local Borrower shall not assign its rights and obligations under this Agreement without the prior written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with any applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Borrower to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Borrower, suspend or terminate this Agreement.

(1) Failure of the Local Borrower to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Borrower, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Borrower.

In the event that following the execution of this Agreement, the Local Borrower decides not to proceed with this Loan, this Agreement can be cancelled by the Local Borrower, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second-tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS -BACON ACT REQUIREMENT.

(1) The Local Borrower shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Borrowers must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Borrower shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Borrowers must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/guidance-implementation-davis-bacon-epa-funded-construction-grants>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Borrower's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Borrower has obtained a waiver pertaining to the Project or the Department has advised the Local Borrower that the requirement is not applicable to the Project.

8.11. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Borrower shall either develop and implement a Fiscal Sustainability Plan or certify that it has been developed and implemented a Fiscal Sustainability Plan , that includes the following : An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Borrower that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop

and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Borrower shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Borrower shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Borrower to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Borrower in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, BY EMAIL AT public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.13. SCRUTINIZED COMPANIES.

(1) The Local Borrower certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower or its subcontractors are found to have submitted a false certification; or if the Local Borrower, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Borrower certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Borrower, its affiliates, or its subcontractors are placed on the Scrutinized

Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Borrower agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Borrower under this Agreement in the following events, as determined by the Department:

- (1) Local Borrower abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Borrower is rendered improbable or the Department has reasonable grounds to be insecure in the Local Borrower's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Borrower in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Borrower of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

The Local Borrower shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from the Local Borrower prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by the Local Borrower, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification that the Local Borrower and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Borrower by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Borrower shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Borrower shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged

portions of the facilities. If such proceeds are insufficient, the Local Borrower shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is \$1,224,530, which consists of \$1,224,530 to be disbursed to the Local Borrower and \$0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Borrower, but is amortized via periodic Loan repayments as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

If the total amount disbursed within eighteen months after the effective date of this Agreement is less than half of the Loan proceeds amount authorized for disbursement, the Department may unilaterally reduce the amount authorized for disbursement. Such a reduction would not affect the total authorized Loan amount.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$24,491 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of \$1,224,530. The Loan Service Fee is estimated at the time of execution of the Loan Agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the Final Amendment. The Local Borrower shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Borrower and returned to the Department before October 1, 2021, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The amount of Loan proceeds authorized for disbursement and associated Capitalized Interest will be treated as the Loan principal for computing the Semiannual Loan Payment. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs and the Loan Service Fee, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Corporation will deduct the Loan Service Fee and all associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$31,226 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be paid to, and must be received by, the Trustee beginning on February 15, 2023 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$1,249,021, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Borrower receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Local Borrower agrees to the following estimates of Project costs:

CATEGORY	PROJECT COST(S)
Construction and Demolition	1,090,073
Contingencies	47,957
Technical Services After Bid Opening	86,500
SUBTOTAL (Disbursable Amount)	1,224,530
Capitalized Interest	0
TOTAL (Loan Principal Amount)	1,224,530

10.07. PROJECT SCHEDULE.

The Local Borrower agrees by execution hereof:

- (1) This Agreement shall be effective on February 24, 2021. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.
- (2) Completion of Project construction is scheduled for August 15, 2022.
- (3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than August 15, 2022.
- (4) A clear site title certification shall be submitted no later than August 15, 2022.
- (5) The first Semiannual Loan Payment in the amount of \$31,226 shall be due February 15, 2023.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW510550 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Chief Executive Officer of the Corporation.

for

FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer

Date

Reviewed and approved by the Corporate Secretary

for

CITY OF ZEPHYRHILLS

Jodi Wilkeson, Council Vice President

Attest:

I attest to the opinion expressed in Section
2.03, entitled Legal Authorization.

Lori L. Hillman, City Clerk

SEAL

Matthew E. Maggard, City Attorney

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION.

Secretary or Designee

CONSENT ITEMS 2.6

Fraternal Order of Police Collective Bargaining Contract - Officers/Detectives/SROs

Issue:

Request Council's approval of the Collective Bargaining Contract for Officers, Detectives and SRO's.

Background:

On September 21, 2021, the City of Zephyrhills and the members of the Fraternal Order of Police (FOP) collective bargaining unit have agreed upon the proposed written agreement for police officers, detects and school resource officers (SRO) for the contract years of 2021-2024.

The purpose of the written agreement is to promote harmonious relations between the City and members of the bargaining unit and establish orderly procedures to settle differences that may arise. Most of the contract mirrors the previous version, and there will be no new budgetary impacts. However, some of the articles required minor language changes to allow for interpretation clarity. Therefore, staff recommends city council approval of the collective bargaining agreement. Attached are a copy of the member ratified contract and a word document noting the changes made in red.

The following articles have been modified:

Article 14
Article 15
Article 16
Article 17
Article 21
Article 27
Article 28
Article 29
Article 31

Attachment(s):

1. ZPD Contract_2021_Officers_Det_SRO (006) Redline
2. 2021-2024 Officers-Detectives and SRO Collective Bargaining Contract

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval of the Collective Bargaining Contract for Officers, Detectives and SRO's.

CITY OF ZEPHYRHILLS POLICE DEPARTMENT AND FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Collective Bargaining Agreement for Police Officers,
Detectives, and SROs

~~2018-2021~~ 2021-2024

Table of Contents

ARTICLE 1	PREAMBLE	p. 4
ARTICLE 2	RECOGNITION	p. 5
ARTICLE 3	PROHIBITION OF STRIKES	p. 6
ARTICLE 4	NON-DISCRIMINATION	p. 7
ARTICLE 5	RULES AND REGULATIONS	p. 8-9
ARTICLE 6	LABOR MANAGEMENT COMMITTEE	p. 10
ARTICLE 7	DUES DEDUCTION	p. 11-12
ARTICLE 8	BULLETIN BOARDS	p. 13
ARTICLE 9	FOP BUSINESS	p. 14
ARTICLE 10	LEAVE BANK	p. 15
ARTICLE 11	GRIEVANCE AND ARBITRATION PROCEDURES	p. 16-19
ARTICLE 12	LAYOFF AND RECALL	p. 20-21
ARTICLE 13	FORMAL INVESTIGATIONS	p. 22
ARTICLE 14	DISCIPLINE	p. 23
ARTICLE 15	HOURS OF WORK AND OVERTIME	p. 24
ARTICLE 16	SHIFT BID PROCESS/SENIORITY	p. 25-26
ARTICLE 17	EXTRA DUTY ASSIGNMENTS	p. 27-28
ARTICLE 18	COURT/CALL BACK	p. 29
ARTICLE 19	PROBATIONARY PERIODS	p. 30
ARTICLE 20	ANNUAL EVALUATIONS	p. 31
ARTICLE 21	WORKERS COMPENSATION	p. 32
ARTICLE 22	INSURANCE	p. 33
ARTICLE 23	VACATION LEAVE	p. 34-35

OFFICERS, DETECTIVES & SROs

ARTICLE 24 SICK LEAVE	p. 36-39
ARTICLE 25 MILITARY LEAVE	p. 40
ARTICLE 26 HOLIDAY SCHEDULES	p. 41
ARTICLE 27 SUBSTANCE ABUSE TESTING	p. 42
ARTICLE 28 WAGES	p. 43
ARTICLE 29 SPECIAL PAYMENTS	p. 44
ARTICLE 30 TEMPORARY AND ACTING APPOINTMENTS	p. 45
ARTICLE 31 ADDITIONAL BENEFITS	p. 46-48
ARTICLE 32 ENTIRE AGREEMENT	p. 49
ARTICLE 33 DURATION AND TERMINATION	p. 50

ARTICLE 1

PREAMBLE

SECTION 1

This agreement is entered into by the City of Zephyrhills, Florida, hereinafter referred to as the “City” and the Florida State Lodge Fraternal Order of Police, Inc., herein referred to as the “FOP.” The purpose of this written Agreement is to promote harmonious relations between the City and the FOP; to establish an orderly procedure to settle differences that might arise; and to set forth the agreement between the parties concerning rates of pay, hours of work, and other conditions of employment.

SECTION II

When this Agreement does not speak to a subject, the City’s Personnel Rules and Regulations shall apply. In the event the Agreement or the Personnel Rules and Regulation do not apply, then the written Police Department Policies and Procedures shall apply.

ARTICLE 2

RECOGNITION: POLICE OFFICERS, DETECTIVES, AND SROs

SECTION I

For the purpose set forth in Chapter 447, Part II, Florida Statutes, the City recognizes the FOP as the sole and exclusive collective bargaining agent as certified (Certification number 1572), by the Florida Public Employees Relations Commission (PERC) of full time Sworn Law Enforcement Police Officers, Detectives and SROs within the bargaining unit.

SECTION II

In its discretion, the Employer may enter into collateral agreements with individuals regarding the performance of duties outside the Police Department, and in entering into such agreements; the Employer shall not be obligated to negotiate with the FOP regarding wages, hours, or other conditions of employment applicable to such other or additional duties.

SECTION III

The FOP recognizes the city manager and his or her designees as the representatives of the City in all matters regarding negotiations and administration of this Agreement and the wages, hours and working conditions of bargaining unit employees as provided in Article 11. Neither FOP representatives nor employees shall deal with members of the City Council concerning these matters.

ARTICLE 3

PROHIBITION OF STRIKES

SECTION I

The FOP officers, representatives, agents, members, employees covered by this Agreement shall not engage in, instigate, or support:

- A. Strike.
- B. Concerted failure to report for duty.
- C. Concerted stoppage of work.
- D. Concerted submission of resignations.

SECTION II

No employee or group of employees, in the furtherance of strike or work stoppage, shall participate in:

- A. A deliberate and concerted course of conduct that adversely affects the services of the City.
- B. The concerted failure to report for work after the expiration of the Collective Bargaining Agreement.
- C. Disorderly conduct or other illegal picketing or hand billing of any City facility, office or premises, as provided in Chapter 447, Florida Statutes or any other law.

ARTICLE 4
NON-DISCRIMINATION

SECTION I

The City and the FOP specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, marital status, sexual preference, membership or non-membership in labor organization, age or disability, as provided by law; except that the FOP shall not be required to process grievances or provide services for employees who are not members of the organization.

SECTION II

Any violation as outlined in section I above will be filed in the court that has jurisdiction. The above shall not be part of the grievance procedure.

ARTICLE 5
RULES AND REGULATIONS

SECTION I

The FOP agrees that its members shall comply with all written Police Department rules and regulations (Written Directive System) and City of Zephyrhills Personnel Policies and Procedure Manual, including, but not limited to those relating to conduct and work performance. The FOP agrees to bargain unit member compliance to the above policies and procedures from the effective date of this Agreement. The City agrees not to seek indemnification from the FOP from any civil actions arising from the failure to follow the above-mentioned policies by a member.

SECTION II

Representatives of the FOP will be allowed to have input into any changes in any future rules prior to implementation of any such rule or change. The FOP recognizes the right and responsibility of the City to review and improve or change any policy or procedure for the betterment of the Police Department. Furthermore, the FOP also recognizes the potential need for the City to add or delete policies and procedures as the need arises. The City agrees to notify the FOP in writing at least ten (10) calendar days prior to any police modification affecting the Written Directive System of the Zephyrhills Police Department, the City of Zephyrhills Personnel Policies, and Procedures Manual for discussing such modifications. However, when the city manager determines it is operationally necessary for the immediate issuance of any policy or procedure, the city manager will immediately notify the FOP. The Department and the City retain the right to make the final decision of promulgation and implementation of any rules or regulations not consistent with this Agreement, except for those modifications that would not have been made but for retaliatory and punitive motives.

OFFICERS, DETECTIVES & SROs

SECTION III

It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

SECTION IV

Except where expressly modified by any provision of this Agreement, the Written Directive System (SOP) of the Zephyrhills Police Department and the City of Zephyrhills Personnel Policies and Procedures Manual (PPM) shall apply to bargaining unit employees provided if, in conflict with this Agreement, this agreement shall prevail. Any of the Police Department or City rules in conflict with this Agreement shall be of no force and effect.

SECTION V

Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the FOP provided in the grievance and arbitration provisions of this Agreement.

ARTICLE 6
LABOR MANAGEMENT COMMITTEE

SECTION I

The Labor Management Committee shall consist of the following:

Two (2) representatives designated by the FOP.
The Chief of Police or his/her designee.

The Committee shall meet as needed at the request of the FOP or the Chief of Police as mutually agreed upon. The function of the Committee shall be to discuss general matters pertaining to employee relations and department operation. The FOP shall furnish to the Chief of Police an agenda of items to be addressed at least seven (7) days in advance of the meeting. The FOP representatives will attend meetings on duty with authorization from the Chief of Police or his designee. The committee shall not engage in collective bargaining or the resolution of grievances. The committee shall not have the authority to change, delete, or modify any of the terms of this agreement.

ARTICLE 7

DUES DEDUCTIONS

SECTION I

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying FOP membership dues and standard bargaining unit-wide assessments. No authorization shall be allowed for payment of FOP initiation fees, special assessments, fines or penalties.

SECTION II

The FOP will initially notify the City as to the amount of dues. Such notification will be presented to the City in writing over the signature of an authorized officer of the FOP on said dues deductions form attach as "EXHIBIT A". Changes in FOP membership dues will be similarly certified to the City and shall be done at least sixty (60) days in advance of the effective date of such change. Said monies shall be transmitted/sent to the FOP at 242 Office Plaza, Tallahassee, FL 32301, along with a list of names.

SECTION III

The City will strive for accuracy in providing dues deduction service, both the City and the FOP agree that the claim for and the payment of dues is a matter to be settled between the FOP and its members. Any liability for dues deducted by the City and paid over to the FOP will be borne by the FOP. The FOP will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City as a result of payroll deduction of FOP dues.

SECTION IV

Payroll deduction authorizations are revocable pursuant to Chapter 447.507, Florida Statutes, or at the employee's request upon thirty (30) days written notice to the City and the FOP.

SECTION V

The employee's wages must be sufficient after other legal and required deductions are made to cover amount of appropriate dues, otherwise no deduction shall be made.

SECTION VI

An authorized officer of the FOP will furnish the City and the employee with forms for such individual authorizations and revocations.

OFFICERS, DETECTIVES & SROs

SECTION VII

The City may deduct a reasonable administrative fee for collecting and mailing monthly dues for members of the bargaining unit.

ARTICLE 8
BULLETIN BOARDS

SECTION I

The FOP shall be entitled to one (1) bulletin board, at its own expense, located in the officer's squad room or breakroom. The board is at least two (2) feet by two (2) feet and is exclusively for FOP business.

SECTION II

Copies of all materials that are posted shall be submitted to the Chief or designee prior to posting. A duly recognized officer of the FOP shall sign and post all such notices.

SECTION III

The bulletin board shall be used for posting FOP notices as follows:

- A. Notice of FOP elections and results of such elections
- B. Notice of FOP appointments and other official FOP business
- C. Notices of FOP meetings

SECTION IV

Under no circumstances shall the FOP post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organizations, or which constitutes election campaign material for or against any person, organization, or fraction thereof. The bulletin board will be kept in a clean and orderly appearance, and any material not considered to be of a permanent nature will be purged every thirty (30) days.

SECTION V

The Chief of Police or designee shall promptly remove any notices found on the bulletin board that violate any sections of this Article.

ARTICLE 9
FOP BUSINESS

SECTION I

The FOP representative or unit employee shall not leave his/her post/workstation to investigate, present, handle or settle grievances, or act in administration of the collective bargain in agreement without permission of the Chief of Police or designee. An employee shall not conduct the aforementioned during his/her assigned work hours without the consent of the Chief of Police or designee. Such permission will not be unreasonably denied, based on the department's needs when the request is made. The FOP representative shall be granted FOP leave bank, vacation leave, comp time or leave without pay during the representative's regularly scheduled shift.

The FOP representative will give the Chief of Police or designee, at least twenty-four (24) hours of advanced notice of requested leave for matters relating to grievance administration of the collective bargaining agreement, except in an emergency. During collective bargaining, the City will make a reasonable attempt to schedule meetings so that employee bargaining representatives may bargain with the City during their off-duty time.

SECTION II

The Chief of Police or designee should be available at reasonable times to meet with FOP representatives on matters of mutual concern. Reasonable accommodations will be made for any affected officer's work schedule.

ARTICLE 10

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. LEAVE BANK

SECTION I

All bargaining unit dues-paying members shall contribute a minimum of three (3) earned vacation leave hours to the Florida State Lodge Fraternal Order of Police, Inc., leave bank effective October 1 of each year with a cap of 150 hours. Each employee shall authorize by signing and submitting a leave request form. The accrual or use of Union pool time cannot create overtime, directly or indirectly.

SECTION II

The FOP will establish a leave account for the purpose of enabling FOP members to attend education and FOP conferences, seminars, union negotiations, and meetings without loss of pay or benefits provided there is an adequate balance in the FOP leave account. All requests must be submitted in writing and approved by the Chief of Police or designee.

SECTION III

An employee representative shall not be allowed to utilize leave from the bank more than the time available in the leave bank at the time of withdrawal. The City shall not be liable for any FOP leave used more than the balance in the bank.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURES

SECTION I

In a mutual effort to provide harmonious working relations between the parties of this Agreement, the parties agree that there shall be a procedure for the resolution of grievances arising from the application of interpretation of this Agreement.

With prior approval of the Chief of Police or designee, an FOP representative will be allowed FOP leave bank or leave without pay for investigating, presenting and appealing grievances. The performance of this function by an FOP representative shall in no way interrupt or interfere with the normal functioning of the Department.

The FOP shall designate two (2) representatives, plus, the state staff representative. An employee will not be recognized as an FOP representative until the FOP has notified the City in writing of his/her identity. It is the responsibility of the FOP to keep the City informed by written notice as to any changes made regarding such individuals.

For the purposes of the Article, a business day is defined as Monday through Friday excluding holidays.

SECTION II

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement and during the term of this Agreement, to include but not limited to suspension, demotion or termination. No other matter shall be considered a grievance or shall be the subject of arbitration. This paragraph shall be construed to exclude all other matters not meeting the definition of a grievance set forth herein.

SECTION III

Every effort will be made by the employees, FOP, and the City to resolve a grievance informally and promptly at the first step with his/her immediate supervisor. An employee may be assisted or represented by an FOP representative or designee (e.g., Lawyer) at his/her discretion at each step of the grievance procedure.

SECTION IV

The FOP may submit a grievance under this Article as a general or class action grievance. Any class action grievance shall be initially submitted to the Chief of Police or designee at (Step II).

Step 1

The aggrieved employee may, with or without FOP representation, submit a written grievance to the operations lieutenant within ten (10) business days of the occurrence of the matter giving rise to the grievance. In the event the aggrieved employee is unable to submit a written grievance within said ten (10) business days, the aggrieved or his/her representative may request an extension in writing prior to said ten (10) business days to be hand delivered or faxed to the operations lieutenant. The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance, including date of occurrence, details, and facts upon which the grievance is based.
2. The specific Article and Section of the Agreement alleged to have been violated.
3. The action, remedy, or solution requested by the employee.
4. The signature of the aggrieved employee and, if applicable, the FOP representative.
5. The reason for the rejection of the management's answer (if appealed).
6. The date submitted.

The operations lieutenant will hold a meeting within five (5) business days after receiving the grievance, and within five (5) business days after the meeting is held, the operations lieutenant will give an answer in writing to the grievant.

Step 2

If the grievance is not resolved at Step 1, the grievant may submit a written appeal to the Captain within five (5) business days after receiving a written response from the operations lieutenant. The Captain shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within five (5) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The Captain shall notify the employee of his decision in writing no later than five (5) business days following the meeting date.

Step 3

If the grievant is not satisfied with the response of the Captain, the grievance appeal may be submitted in writing to the Chief of Police within five (5) business days after receipt of the response from the Captain. The Chief shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within five (5) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The Chief of Police shall notify the employee of his decision in writing no later than five (5) business days following the meeting date.

Step 4

If the grievant is not satisfied with the response of the Chief of Police or designee, the grievance appeal may be submitted in writing to the City Manager within ten (10) business days after receipt of the response from the Chief of Police or designee. The City Manager shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within ten (10) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The City Manager shall notify the employee of this decision in writing no later than ten (10) working days following the meeting date.

Time Limit

A grievance is conclusively waived and abandoned under this Agreement unless it is brought to the City's attention within ten (10) business days of the date, which the grievant knew or should have known of the act or failure to act which has given rise to the grievance.

The time limits of this grievance/arbitration procedure may be extended by written mutual agreement. In the event an extension is required, each party shall give the other party forty-eight (48) hour notice that an extension is being sought. The parties acknowledge that these issues should be handled expeditiously. If the City fails to timely respond to the grievance at any step, the grievance will be considered as if the grievance was denied at that step and the time for advancing the grievance to the next step will be triggered as of the date that the City's response was due. If, at any step, the union or grievant fails to timely advance the grievance or demand arbitration, without obtaining a mutually agreeable written extension, the grievance shall be considered abandoned. An arbitrator shall not have any authority to waive, excuse, or otherwise extend these timelines.

SECTION V

If the grievance is not resolved in Step 4, the FOP may within five (5) business days, submit a request for arbitration to the City Manager.

OFFICERS, DETECTIVES & SROs

- A. Only grievances that satisfy each of the following conditions are subject to arbitration hereunder.
 - 1. The written grievance and demand for arbitration clearly identified the section or provisions allegedly violated.
 - 2. A demand for arbitration has been made in writing within ten (10) business days as from and after receiving the City Manager or designee's answer.
 - 3. The grievance was processed with time limits set forth in Section IV.
- B. Each side shall bear their own attorney fees and costs.
- C. The arbitration procedure is exclusive to the FOP. As permitted by law, no employee advances a grievance to arbitration without the written approval of the FOP, except where applicable law otherwise authorizes a non-member to do so.

ARTICLE 12

LAYOFF AND RECALL

SECTION I

Accrual

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of ninety (90) or more consecutive workdays without pay shall not count towards the accrual of classification seniority unless the law requires otherwise.

Loss of Seniority

An employee shall lose seniority and be terminated from employment as the result of any of the following:

- A. Discharge
- B. Retirement
- C. Voluntary resignation.
- D. Layoff exceeding one (1) year.
- E. Failure to report to the Department Manager the intention to return to work within three (3) calendar days of receipt of the recall notice.
- F. Failure to report from military leave within the time limits prescribed by law or any other leave unless and management has approved the extension in advance.

Layoff Selection

In the event the City decides to lay off employees within a department, the City will first lay off those employed on a part-time, temporary, casual or probationary basis. If further layoffs are necessary, selection among regular full-time shall be inverse order of hire.

Permanent Layoff

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent and the employee(s) laid off shall not be eligible for recall.

Recall

Regular full-time employees laid off pursuant to Section 9.04 of the City's Policy and Procedure Manual, who are recalled by the City within twelve (12) months, shall have their City service, departmental, and job classification seniority restored. However, those employees will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

ARTICLE 13
FORMAL INVESTIGATIONS

SECTION I

Investigations that result concerning the actions of employees covered under this agreement will be conducted by, or under the direction of sworn Zephyrhills Police Department personnel. Formal investigations will be conducted according to the Florida Officers Bill of Rights.

ARTICLE 14

DISCIPLINE

SECTION I

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the FOP encourage to the fullest degree employee behavior, which is positive and supportive of the goals of effective municipal management and public safety. No employee shall be disciplined (terminated, demoted, or suspended) without just cause, except for probationary employees (See Article 20, section II).

SECTION II

Notification of Disciplinary Action

- A. Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits not later than the time provided by law. An officer shall be furnished a copy of the Notice of Disciplinary Action.
- B. No Officer shall be dismissed, demoted, suspended, transferred, or disciplined or denied promotion, transfer or reassignment or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her exercising rights granted in this Agreement.
- C. Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have an FOP representative present. It is the employee's responsibility to notify the FOP of the request for union representation.
- D. Employees or their FOP representative may review, upon reasonable request, any supporting documentation contained in a disciplinary package after completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. This review shall be provided to the employee or FOP representative free of charge upon request.
- E. Disciplinary Action shall be subject to the grievance process and review of just cause.
- F. Annual leave may be used in lieu of suspension time at the discretion of the Chief of Police. Request must be made in writing to the Chief prior to the first day of suspension.

ARTICLE 15
HOURS OF WORK AND OVERTIME

SECTION I

Hours of Work

- A. The work period for employees shall consist of a fourteen (14) day cycle.
- B. The work period and schedule for assigned Patrol Officers will be the modified twelve (12) hour work schedule. It shall be defined as eighty-four (84) hours in a fourteen (14) day work cycle. The Shift is commonly referred to as a “2,2,3,” where the Officer works two days, is off two days, works three days, off two days, works two days, and is off three days.

Overtime

- A. Employees will receive overtime compensation for all hours actually worked in excess of eighty-four (84) hours in a fourteen (14) day work period at time and one half.
- B. Overtime worked in a regular work cycle or that required a result of either mandatory assignment or call back to duty shall receive payment at time and one-half or may take as compensatory time.
- C. Employees may accrue up to sixty (60) hours of compensatory time. **Prior to any pay increase, compensatory time will be paid out at the employee’s regular hourly rate so that it does not unduly disrupt the operations of the agency. The regular hourly rate is exclusive of any incentives or special payments.**

ARTICLE 16

SHIFT BID PROCESS AND SENIORITY

SECTION I

The current squad makeup of the Zephyrhills Police Department is four patrol squads (Two "dayshift" squads and two "nightshift" squads), consisting of a sergeant (shift supervisor), and two or more subordinate officers. The K-9 officers are regularly assigned on the night shift. The FOP will be advised of any changes in the reorganization or staffing of the Shifts/Squads thirty (30) days prior to implementation where operationally feasible and then as soon as possible.

Both parties agree that matters involving the shift bid process and seniority affecting Police Officers of the bargaining unit will be conducted in accordance with applicable directives. This process shall apply to all sworn personnel assigned to a uniform patrol assignment.

Shift bids will run approximately **six (6) months** until bidding the following December **and June**.

Definitions

Bid: The process of requesting the desired shift assignment.

Seniority: Seniority is defined as total length of continuous service with the City of Zephyrhills and/or the Zephyrhills Police Department.

Total City Seniority: The total length of continuous service as a full-time employee within the employment of the City of Zephyrhills.

Departmental Seniority: The total length of continuous service as a full-time sworn employee with the Zephyrhills Police Department.

Continuous Service: The period of employment not interrupted by resignation, voluntary demotion to non-sworn or part-time position, dismissal, retirement, quitting without notice, or any other termination of employment. Time spent greater than thirty (30) calendar days on a leave of absence or layoff shall not be credited in the calculation of seniority dates.

SECTION II

In December **and June** of each year, seniority lists, sorted by rank, shall be posted for review and verification by Officers. Those Officers who are on probation will not be allowed to participate in the bid process and will be assigned by the Chief or his designee an area of assignment on **a bi-annual basis during December and June of each year and begin the first day of the first full pay-period in January and July**. The bid process may result in displacement depending on seniority scores. All matters pertaining to the shift bid process and seniority that affects Officers of the

OFFICERS, DETECTIVES & SROs

bargaining unit remain subject to the approval of the Chief or his designee. The Chief or his designee retains the right to create or change special assignments, shifts, details, and/or place Officers with specialized skills in designated positions as deemed necessary by the Chief or his designee. The Chief or his designee retains the right to change assignments, shifts, details, and/or duties of any Officer to accommodate operational or administrative needs. The City agrees to accept the bids as a preference of the employee and will make every reasonable effort to accommodate such preference.

ARTICLE 17

EXTRA-DUTY ASSIGNMENT

SECTION I

Definitions

Extra-Duty Services: A service performed by a sworn officer working in a police or security related capacity for private user.

Private User: A club, organization, company, association, or other group or individual who has requested the services of off-duty police officers to work approved functions on an overtime basis.

SECTION II

All extra-duty service opportunities will be posted on designated department bulletin boards. Assignments to extra-duty work will be made pursuant to applicable department and City rules and procedures.

No private arrangements between an employee and private user or in-kind services in lieu of payment will be permitted.

All assignments must receive approval from the Chief of Police or designee.

SECTION III

While performing extra-duty services, the employee will be under the direct control and supervision of the Police Department. Employees may only perform services that are considered normal police functions.

The employee on extra-duty assignments must be in Police uniform and will make an official police record of all incidents that require his/her attention.

Employees providing approved non-departmental extra duty under this section will be considered "on-duty" if they are required to take law enforcement action involving the use of force and/or arrest in the course of the approved non-departmental extra duty assignment. The employee assigned extra duty shall ensure that the Patrol Supervisor on duty is made aware of the particulars concerning his extra duty assignment and will refer to him any matter not otherwise covered by instructions. The on-duty Patrol Supervisor for the employee's adherence to the established policies.

OFFICERS, DETECTIVES & SROs

- A. The employee will be placed in an "on-duty" status by the supervisor on duty as of the time the action commences.
- B. The City will pay the employee from the moment law enforcement action involving the use of force or arrest begins. Any reimbursement to be collected by the employee from the non-departmental source after that time will be turned over to the city.

SECTION IV

All **non-alcohol** extra duty assignments will be paid at the minimum rate of thirty-eight (\$38.00) dollars per hour with a minimum of three (3) hours pay. **All non-City of Zephyrhills sponsored alcohol extra duty assignments will be paid at the minimum rate of forty-three ((\$43.00) dollars per hour with a minimum of three (3) hours pay.** All money earned from extra duty will be paid by the payer to the city finance department. The officer will be paid thirty-five (\$35.00) dollars per hours worked for non-alcohol events **and paid forty (\$40.00) per hours worked for alcohol events** while three (\$3.00) dollars per hour will be paid to the city for the use of the city vehicle.

Based on the needs of the Department if staffing allows, the Officers can work details outside of the city at the discretion of the Chief of Police or his/her designee. Unless otherwise agreed upon by the Chief or his/her designee, the officer will receive compensation by the hosting jurisdiction and at the hosting jurisdiction's extra duty rate of pay.

ARTICLE 18
COURT/CALL BACK

SECTION I

Court Time

Court Time: An appearance during an employee's off-duty time in court required by a subpoena.

The employee shall receive a minimum of two (2) hours pay for court attendance.

SECTION II

Appearances

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited.

If treated as separate appearances, the employee will be guaranteed a two (2) hour minimum credit for additional appearances providing there is a two (2) hour lapse between the subpoena release and a subsequent subpoenaed appearance.

ARTICLE 19
PROBATIONARY PERIODS

SECTION I

A new employee must successfully complete a twelve (12) month probationary period from date of being sworn in.

SECTION II

A new employee who has not completed his/her probationary period does not have the right to appeal disciplinary action and may be disciplined, suspended, or dismissed at any time and without just cause.

ARTICLE 20
ANNUAL EVALUATIONS

SECTION I

An employee in the bargaining unit shall be evaluated after serving a probationary period. Evaluations used shall be specific to the Police Department. Probationary employees shall be evaluated quarterly.

SECTION II

An employee whose overall performance rating is unsatisfactory will be reevaluated at the end of ninety (90) days. If the employee's performance does not improve to a satisfactory rating, action may be taken to demote or terminate the employee.

ARTICLE 21

WORKERS COMPENSATION

Workers compensation will be conducted according to Florida State law and the City of Zephyrhills Policy and Procedure Manual.

ARTICLE 22

INSURANCE

Employees will be afforded the opportunity to participate in any health and life insurance plans as amended from time to time, in the same manner as and under the same terms, conditions and costs as the City offer to other City employees.

ARTICLE 23
VACATION LEAVE

Eligibility and Rate of Accrual

Each regular full-time employee will accrue annual leave with pay on the following basis:

Hours per Month

Less than 5 full years: 7 hours

6th through 10th: 9 hours

11th through 15th: 11 hours

16th through 20th: 13 hours

21st through 25th: 15 hours

26 or more: 17 hours

Annual leave is computed using the employee's employment anniversary date. Annual leave will be computed during the year on a prorated basis. Annual leave will be earned only when an employee is on an active pay status.

Charging Annual Leave

Annual leave, except in the case of FMLA leave (smallest increment possible), will be charged in increments of not less than one-quarter (1/4) hour. Holidays which occur during the period selected for annual leave shall be charged against holiday leave and not to annual leave. Annual leave may be taken as it is earned on a monthly basis, except that probationary employees are not eligible to take annual leave until placed on regular employee status.

Request for Annual Leave

- A. Annual leave may be taken only after approval by the Department Manager. Supervisors will arrange annual schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.
- B. Annual leave may be used only as earned.
- C. Annual leave requests will be made on the appropriate form by the employee and submitted to the supervisor for approval and submission to the Department Manager.
- D. Requests for annual leave more than 120 consecutive hours will not normally be approved.

OFFICERS, DETECTIVES & SROs

- E. Where two (2) or more employees request the same vacation period, the employee with the most Department seniority will be given preference; provided, where a junior employee's vacation time has already been approved, it will not be changed without his agreement to accommodate a more senior employee.

Carryover of Annual Leave

Employees are expected to take their annual leave and will be paid for accrued but unused annual leave only upon termination. Employees may accumulate up to a maximum of 320 hours of annual leave. Leave more than the maximum will be converted to sick leave on September 30 each year.

Employees will be paid for unused annual leave upon termination of employment.

Payment will be made at the employee's pay rate at time of termination.

Once an employee, having 25 years or more of service, elects to resign, retire and/or enter into the DROP Program and provides the City with a 12-month written notice, he or she may carry over all accrued annual leave into the next budget year and continue to accrue annual leave up to the maximum number of hours allowed by the Florida Retirement System (currently 500 hours). This shall be effective retroactively back to 07/01/01.

Use of Annual Leave

- A. Vacation Leave.
- B. Absences for transacting personal business, which cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the City as official holidays.
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- E. For uncovered portions of absences due to death of a person other than a member of the employee's immediate family.
- F. Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- G. Any approved uncompensated leave of absence, including leaves under the FMLA.
- H. For approved emergency leave beyond that paid under Section 18 of City's Policy and Procedure Manual.
- I. To supplement Workers' Compensation approved leaves after accumulated sick leave is exhausted; providing the total compensation received from all sources by the employee, including Workers' Compensation shall be no more than forty (40) times the employee's straight time hourly rate of pay.

ARTICLE 24

SICK LEAVE

Eligibility

Sick leave, whether paid or unpaid, shall apply to leaves for sickness, injury or disability that are not covered by workers' compensation. Sickness, injury or disability for pregnancy, childbirth, or related disabilities shall be treated the same as other sicknesses, injuries or disabilities.

Bargaining unit members are eligible for paid sick leave for absences due to sickness or injury, provided, upon request, they present evidence, including a medical doctor's excuse, if requested, satisfactory to their Department Manager to establish their absence was due to a bona fide sickness or injury.

Employees on sick leave, whether paid or unpaid, or leave due to a job-related illness or injury shall not engage in any work, including work at second or other jobs at home or elsewhere, without permission of the City Manager, or his designee. Violation of this subsection shall be cause for immediate termination.

Rate of Accrual

Regular full-time employees shall be eligible to receive eight (8) hours of paid sick leave per month.

Paid sick leave shall accrue during any pay period when the employee is on active pay status.

Charging Leave

Sick leave taken shall be recorded, charged and paid in one-half (1/2) hour increments unless it is FMLA time as well. Then, the smallest increment chargeable will be used.

Paid holidays, which occur during a paid sick leave, shall not be chargeable to sick leave.

Request for Sick Leave

To receive compensation while absent on sick leave, the employee shall notify his Supervisor/Department Manager prior to the scheduled reporting time, giving the reason for the absence and the expected period of absence in accordance with department regulations. The Department Manager may waive this provision if the employee submits evidence that it was impossible to give such notification. This procedure must be followed for each day of absence, unless prior approval is given by the Department Manager.

Return from Sick Leave

Upon returning to work, the employee must submit a leave slip to his supervisor or Department Manager. At the option of the City, the employee may be required to supply medical release from a doctor acceptable to the City to return to work from sick or disability leave whether the leave was with or without pay.

- A. An employee who is released from sick leave and who wishes to return to work shall notify the City. If the leave was less than thirty (30) days beyond pay status, the employee shall be placed in the job he held before the leave and there shall be no adjustment of his anniversary date or City or classification seniority date.
- B. Subject to applicable law, if the leave was longer than thirty (30) days beyond pay status, the employee will be given his job or a substantially equivalent job that is vacant if he is qualified to perform all the essential requirements of the vacant job. If the absence was due to a legally recognized disability, reasonable accommodation that will not cause undue hardship to the City will be offered. Adjustments of his anniversary date, City, departmental and classification seniority dates shall be as provided for other unpaid leaves under Article 16.
- C. The Department Manager, with approval of the City Manager, may make exceptions to the above for operational reasons upon the request of the employee.

Use

Paid sick leave may be used provided it is approved for the following purposes:

- A. Unlimited for bona fide sickness, injury or disability off the job of the employee. Medical, dental, optical or chiropractic examination or treatment which cannot be scheduled during non-duty hours.
- B. Up to one hundred twenty (120) work days for serious illness of a member of the employee's immediate family, which requires the personal care or attention of the employee, or up to ten (10) working days for the death of a member of the employee's immediate family.
- C. An unpaid leave under the FMLA.
- D. For extra annual leave as provided in Section 17.07 of the City's Policy and Procedure Manual.
- E. To supplement Workers' Compensation, but not more than necessary to cover the employee's regular schedule times his normal hourly rate.

Use of sick leave for any purpose not specified above may be considered misconduct and result in disciplinary action.

Conversion to Annual Leave

When an employee has accrued four hundred eighty (480) hours of sick leave, they may convert any excess number of hours over the threshold to annual leave at a rate of two (2) hours of sick leave for one (1) hour of annual leave. This conversion will take place on 9/30 of each year. There is no limit on the amount of sick leave an employee may accrue for the uses provided in Section 17.06 of the City's Policy and Procedure Manual.

Sick Leave Incentive

In order to encourage employees to judiciously utilize sick leave benefits and to recognize those employees who have accrued large amounts of unused sick leave, payment will be made upon termination of employment based on the following:

Years of Continuous Service and Payment (% of accrued leave) Upon Termination or Retirement

Less than 5 full years (20%)

6th through 10th year (30%)

11th through 15th year (40%)

16th through 20th year (45%)

21st through 25th year (50%)

26 or more (55%)

Payment will be made at the employee's pay rate at the time of termination or retirement.

Sick Leave Sharing

- A. Employees who have extended illness and have exhausted all sick leave and vacation leave may be eligible for sick leave sharing.
- B. Sharing of sick leave may only be used for the personal illness or injury of another employee of the City.
- C. Request to transfer sick leave must be completed by the employee and submitted to the Department Manager.

Light Duty

If an employee is released by a physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City, which the employee can perform in accordance with applicable law, will result in termination of employment.

ARTICLE 25
MILITARY LEAVE

A military leave of absence will be provided to employees who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. To be eligible for military leave, advance notice of the need for leave is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees who are on military leave will be afforded all rights provided them by applicable laws while on duty and reinstatement rights as provided under those laws.

All questions regarding military leave should be directed to the Director of Administrative Services.

ARTICLE 26

HOLIDAY SCHEDULE AND HOLIDAY PAY

The City shall provide Holiday leave to all members of the bargaining unit at the same rate provided other City employees. The procedures for earning and use of Holiday leave is defined within the City of Zephyrhills Employee Policy and Procedures Manual and governed in use by the Zephyrhills Police Department Standard Operations Manual.

In addition to the Holiday Schedule, the City agrees to afford employees of this bargaining unit with one (1) personal day. The use and procedures for use of this personal day is described as follows:

Personal Day

- A. Each member is permitted the use of one personal day up to twelve (12) hours per year. Members will not be allowed to work their personal day for overtime benefits as other holidays permit.
- B. The member shall declare his/her personal day with as much advanced noticed as possible.
- C. Two or more officers in the same unit cannot declare the same day as their personal day.
- D. Where there are conflicts, the personal day shall be awarded to the person most senior and the non-prevailing member will re-submit their leave request form for the personal day for which they choose.

ARTICLE 27

SUBSTANCE ABUSE TESTING

Substance Abuse testing will be conducted according to Florida State law and the City of Zephyrhills Policy and Procedure Manual.

ARTICLE 28

WAGES

SECTION I

A. Step Plan Implementation for Fiscal Year 2021/2022. For fiscal year 2021/2022:

1. Beginning October 1, 2021, the City agrees to implement a compensation plan in which officers receive pay based on the step in which the officer falls. **Each step shall be defined as a period of one (1) year, and steps shall progress based upon longevity with the agency.**
2. Each step is based on the officer's anniversary from the date of hire. **Officers shall progress to the next highest step of the compensation plan on their anniversary date each additional year.**
3. Officers will not be eligible for any wage increases, including but not limited to step increases, in fiscal year 2021-2022 or in any subsequent years, unless the City Council first votes to specifically fund the wage and/or step increase for fiscal year 2021-2022 or subsequent years.
4. The parties agree that no wage increases, including but not limited to step increases, shall be given to any bargaining unit employees after the expiration of this or any future collective bargaining agreement, unless and until the parties ratify a successor collective bargaining agreement. Wage increases, if any, following expiration of the collective bargaining agreement shall be subject to negotiations between the parties.
5. **Bonus for Topped Out Employees.** Maximum base salary for officers shall be \$62,325. Officers who reach the maximum salary will receive a bonus in lieu of any City Council-approved wage increase, with the amount of the bonus equal to the City Council-approved percentage for non-bargaining agreement employees.

ARTICLE 29

SPECIAL PAYMENTS

SECTION I

Members of the bargaining unit may be compensated as determined by the Chief of Police for extraordinary duty assignments as set forth below. This is in recognition of the unique call to duty inherent with this assignment and their likeliness to be subject to call as needed for their specialized position. **All assignment pay is calculated in excess of an employee's base hourly rate of pay excluding any premiums, incentives, add-ons or rollups.**

Assignment Pay

- A. Field Training Officers will receive an additional five percent (5%) assignment pay to their basic rate of pay only while training a new officer.
- B. Those officers (while in grade) assigned to the CID unit will receive an additional five percent (5%) to their basic rate of pay.
- C. Those officers (while in grade) assigned to the SRO unit will receive an additional five percent (5%) to their basic rate of pay.
- D. Those officers (while in grade) assigned to the K-9 unit will receive an additional five percent (5%) to their basic rate of pay.

ARTICLE 30

TEMPORARY ACTING APPOINTMENTS

Temporary acting appointment of Police Officers to Sergeant Classifications shall be documented and conducted in accordance with official directives as well as City Policy and Procedures. Any officer who is formally assigned, ~~in writing~~ by the Police Chief or designee, to act in the rank of Sergeant ~~shall~~ **for a total of 168 hours or fourteen (14) twelve hour shifts in a fiscal year shall** receive a rate increase of five percent (5%) ~~for each every day hour for the remainder of the fiscal year~~ in which he or she is formally assigned to the temporary acting Sergeant assignment. **However, officers receiving assignment pay is not eligible for temporary acting appointment pay.**

The Employer shall determine the necessity to begin or end all temporary acting appointments of Police Officers. Nothing contained in this article shall preclude the Employer from terminating the temporary acting appointment of any Officer at any time based on operational or administrative needs.

ARTICLE 31

ADDITIONAL BENEFITS

SECTION I

Tuition Reimbursement

If funding is available, the City of Zephyrhills shall provide tuition aid reimbursement for admission examination, books and/or tuition fees of a maximum of \$2500 per fiscal year per officer provided the curricula degree is job related.

The tuition aid may include on-line classes. Each course must be approved in advance by the Chief as being job related. Correspondence courses will be considered only when a similar course is not available locally. Reimbursement for courses in which letter grades are issued will be 100% if successfully passing for letter grades of "A", "B". A grade of "C" will be reimbursed at the 50% rate. Reimbursement for courses in which letter grades are not issued will be in the following manner: Satisfactory 100%, Unsatisfactory 0%. Sworn officers who do not remain with the City for a period of two (2) years after completion of a course shall reimburse the City on a pro-rated basis.

SECTION II

On-Call Procedures

- A. The parties recognize that in certain assignments the availability of on-call personnel is essential to the proper performance of police work. Accordingly, if implemented, the City shall have the right to establish on-call procedures for patrol officers. All officers required to participate in the on-call sign up list shall receive two (2) hours for each day they are assigned on-call. If called in to work, the Officer shall be compensated at the overtime rate for all hours worked. Detectives who are subject to being on-call will receive ten (\$10) dollars per day for any day other than holidays. Holidays will be compensated at fifteen (\$15) per holiday. -However, should a detective be called in for duty outside of his or her scheduled shift, they shall be compensated at the overtime rate for all hours worked.

SECTION III

OFFICERS, DETECTIVES & SROs

Recall Pay

Any officer who is recalled to duty after having left for the day, or on a regularly scheduled day off, or vacation day, or more than three (3) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of four (4) hours of pay.

SECTION IV

Bulletproof Vests

The City shall provide all the officers with a current threat level bulletproof vest that meets or exceeds the threat level of the department issued weapon that they carry on duty.

SECTION V

Boot Allowance

Employees will be entitled to the issuance of boots as needed but not to exceed one (1) pair per fiscal year. Employees assigned to the K-9 unit will be entitled to the issuance of boots as needed but not to exceed two (2) pairs per fiscal year. The purchase of the boots shall not exceed \$100 in price. Any cost over the \$100 purchase price shall be the responsibility of the employee. Boots shall be purchased from a vendor approved by the City.

SECTION VI

Take-Home Vehicle

The Zephyrhills Police Department will initiate and continue a take-home vehicle policy for all sworn personnel. The take-home car program will begin with vehicles being assigned to officers who have successfully completed the Field Training program. The distance is to be measured from the end of their home driveway to the Zephyrhills Police Department facility.

The authorized driving distance from the police department shall be the following:

- A. Twenty (20) road miles or less, no officer contribution.
- B. In distances over twenty road miles, but less than thirty road miles, the assigned officer agrees to compensate the City at a rate of twelve dollars and fifty cents (\$12.50) bi-weekly or twenty-five dollars (\$25.00) a month.
- C. In distances over thirty road miles, but less than forty road miles, the assigned officer agrees to compensate the City at a rate of twenty-five dollars (\$25.00) bi-weekly or fifty dollars (\$50.00) a month.
- D. Officers who live more than 40 road miles from ZPD Headquarters who meet the other criteria listed above, may, with prior approval of the Chief of Police or his designee, park their assigned vehicle at an approved location within 40 road miles from ZPD Headquarters and travel the remaining distance to their home by other means. The

OFFICERS, DETECTIVES & SROs

officer will compensate the city as outlined in section “C” above.

- E. An “approved location” is defined as a public safety or emergency services facility operated by a Government (Fire station, Sheriff or Police station, or EMS/Ambulance station) that is staffed twenty-four hours a day, seven days a week. An agreement signed by the Chief of Police or designee and an authorized signer from the approved facility must be received prior to parking the vehicle at the “approved facility.”

The mileage contribution by the assigned Officer will be deducted by payroll during the time a vehicle is utilized. If the use of a vehicle is terminated or suspended for two pay periods, the contribution will cease.

The determination for the assignment of department vehicle will be made by the Chief or his/her designee at a time deemed applicable upon employment.

The denial of a take-home car for disciplinary reasons shall be grievable as any other type of discipline.

ARTICLE 32
ENTIRE AGREEMENT

SECTION I

The City and the FOP acknowledge that, during negotiations, which resulted in this Agreement, each party had the right and opportunity to make proposals with respect to all subjects/matters not removed by law from the scope of collective bargaining. The subsequent understandings and agreements arrived at by the City and the FOP, after the exercise of such right and opportunity, are set for in this Agreement. This Agreement supersedes and cancels all prior practices and agreements.

SECTION II

The City and the FOP for the duration of the Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless otherwise provided for herein. This section shall not be construed to limit the City from making changes to terms and conditions of employment as to topics not covered in this Agreement, provided such changes do not conflict with any provision of this Agreement.

ARTICLE 33

DURATION AND TERMINATION

This Agreement shall be in full force and effect as of the date it is ratified by both parties and shall terminate on September 30, 2021. The parties agree that any wage increase provisions contained in this Agreement, or negotiated during the term of this Agreement, are not applicable after expiration of the Agreement. Employees have no expectation of any increase of their wages, including increases based on merit, COLAs, steps or otherwise, after the date of termination of this Agreement. Both parties may re-open four (4) Articles and Wages for 2019-2020 and 2020-2021.

The foregoing Collective Bargaining Agreement for Police Officers, Detectives, and SROs was ratified by the members of the Collective Bargaining Unit on ~~October 15, 2020~~ **September 22, 2021**.

The foregoing Collective Bargaining Agreement for Police Officers, Detectives, and SROs has been ratified by the City Council of the City of Zephyrhills on ~~October 26, 2020~~ **September 27, 2021**.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed by their authorized representatives.

CITY OF ZEPHYRHILLS

FLORIDA STATE LODGE FRATERNAL
ORDER OF POLICE, INC.

By: _____
Print Name: Charlie Proctor
Title: City Council President

By: _____
Print Name: William Lawless
Title: Staff Representative

Signature of Witness

Signature of Witness

Print Name

Print Name

By: _____
Print Name: William Poe
Title: City Manager

Date: _____

Signature of Witness

Print Name

Date: ~~October 26, 2020~~ **September 27, 2021**

CITY OF ZEPHYRHILLS POLICE DEPARTMENT AND FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Collective Bargaining Agreement for Police Officers,
Detectives, and SROs

2021-2024

Table of Contents

ARTICLE 1	PREAMBLE	p. 4
ARTICLE 2	RECOGNITION	p. 5
ARTICLE 3	PROHIBITION OF STRIKES	p. 6
ARTICLE 4	NON-DISCRIMINATION	p. 7
ARTICLE 5	RULES AND REGULATIONS	p. 8-9
ARTICLE 6	LABOR MANAGEMENT COMMITTEE	p. 10
ARTICLE 7	DUES DEDUCTION	p. 11-12
ARTICLE 8	BULLETIN BOARDS	p. 13
ARTICLE 9	FOP BUSINESS	p. 14
ARTICLE 10	LEAVE BANK	p. 15
ARTICLE 11	GRIEVANCE AND ARBITRATION PROCEDURES	p. 16-19
ARTICLE 12	LAYOFF AND RECALL	p. 20-21
ARTICLE 13	FORMAL INVESTIGATIONS	p. 22
ARTICLE 14	DISCIPLINE	p. 23
ARTICLE 15	HOURS OF WORK AND OVERTIME	p. 24
ARTICLE 16	SHIFT BID PROCESS/SENIORITY	p. 25-26
ARTICLE 17	EXTRA DUTY ASSIGNMENTS	p. 27-28
ARTICLE 18	COURT/CALL BACK	p. 29
ARTICLE 19	PROBATIONARY PERIODS	p. 30
ARTICLE 20	ANNUAL EVALUATIONS	p. 31
ARTICLE 21	WORKERS COMPENSATION	p. 32
ARTICLE 22	INSURANCE	p. 33
ARTICLE 23	VACATION LEAVE	p. 34-35

OFFICERS, DETECTIVES & SROs

ARTICLE 24 SICK LEAVE	p. 36-39
ARTICLE 25 MILITARY LEAVE	p. 40
ARTICLE 26 HOLIDAY SCHEDULES	p. 41
ARTICLE 27 SUBSTANCE ABUSE TESTING	p. 42
ARTICLE 28 WAGES	p. 43
ARTICLE 29 SPECIAL PAYMENTS	p. 44
ARTICLE 30 TEMPORARY AND ACTING APPOINTMENTS	p. 45
ARTICLE 31 ADDITIONAL BENEFITS	p. 46-48
ARTICLE 32 ENTIRE AGREEMENT	p. 49
ARTICLE 33 DURATION AND TERMINATION	p. 50

ARTICLE 1

PREAMBLE

SECTION 1

This agreement is entered into by the City of Zephyrhills, Florida, hereinafter referred to as the “City” and the Florida State Lodge Fraternal Order of Police, Inc., herein referred to as the “FOP.” The purpose of this written Agreement is to promote harmonious relations between the City and the FOP; to establish an orderly procedure to settle differences that might arise; and to set forth the agreement between the parties concerning rates of pay, hours of work, and other conditions of employment.

SECTION II

When this Agreement does not speak to a subject, the City’s Personnel Rules and Regulations shall apply. In the event the Agreement or the Personnel Rules and Regulation do not apply, then the written Police Department Policies and Procedures shall apply.

ARTICLE 2

RECOGNITION: POLICE OFFICERS, DETECTIVES, AND SROs

SECTION I

For the purpose set forth in Chapter 447, Part II, Florida Statutes, the City recognizes the FOP as the sole and exclusive collective bargaining agent as certified (Certification number 1572), by the Florida Public Employees Relations Commission (PERC) of full time Sworn Law Enforcement Police Officers, Detectives and SROs within the bargaining unit.

SECTION II

In its discretion, the Employer may enter into collateral agreements with individuals regarding the performance of duties outside the Police Department, and in entering into such agreements; the Employer shall not be obligated to negotiate with the FOP regarding wages, hours, or other conditions of employment applicable to such other or additional duties.

SECTION III

The FOP recognizes the city manager and his or her designees as the representatives of the City in all matters regarding negotiations and administration of this Agreement and the wages, hours and working conditions of bargaining unit employees as provided in Article 11. Neither FOP representatives nor employees shall deal with members of the City Council concerning these matters.

ARTICLE 3

PROHIBITION OF STRIKES

SECTION I

The FOP officers, representatives, agents, members, employees covered by this Agreement shall not engage in, instigate, or support:

- A. Strike.
- B. Concerted failure to report for duty.
- C. Concerted stoppage of work.
- D. Concerted submission of resignations.

SECTION II

No employee or group of employees, in the furtherance of strike or work stoppage, shall participate in:

- A. A deliberate and concerted course of conduct that adversely affects the services of the City.
- B. The concerted failure to report for work after the expiration of the Collective Bargaining Agreement.
- C. Disorderly conduct or other illegal picketing or hand billing of any City facility, office or premises, as provided in Chapter 447, Florida Statutes or any other law.

ARTICLE 4
NON-DISCRIMINATION

SECTION I

The City and the FOP specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, marital status, sexual preference, membership or non-membership in labor organization, age or disability, as provided by law; except that the FOP shall not be required to process grievances or provide services for employees who are not members of the organization.

SECTION II

Any violation as outlined in section I above will be filed in the court that has jurisdiction. The above shall not be part of the grievance procedure.

ARTICLE 5
RULES AND REGULATIONS

SECTION I

The FOP agrees that its members shall comply with all written Police Department rules and regulations (Written Directive System) and City of Zephyrhills Personnel Policies and Procedure Manual, including, but not limited to those relating to conduct and work performance. The FOP agrees to bargain unit member compliance to the above policies and procedures from the effective date of this Agreement. The City agrees not to seek indemnification from the FOP from any civil actions arising from the failure to follow the above-mentioned policies by a member.

SECTION II

Representatives of the FOP will be allowed to have input into any changes in any future rules prior to implementation of any such rule or change. The FOP recognizes the right and responsibility of the City to review and improve or change any policy or procedure for the betterment of the Police Department. Furthermore, the FOP also recognizes the potential need for the City to add or delete policies and procedures as the need arises. The City agrees to notify the FOP in writing at least ten (10) calendar days prior to any police modification affecting the Written Directive System of the Zephyrhills Police Department, the City of Zephyrhills Personnel Policies, and Procedures Manual for discussing such modifications. However, when the city manager determines it is operationally necessary for the immediate issuance of any policy or procedure, the city manager will immediately notify the FOP. The Department and the City retain the right to make the final decision of promulgation and implementation of any rules or regulations not consistent with this Agreement, except for those modifications that would not have been made but for retaliatory and punitive motives.

OFFICERS, DETECTIVES & SROs

SECTION III

It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

SECTION IV

Except where expressly modified by any provision of this Agreement, the Written Directive System (SOP) of the Zephyrhills Police Department and the City of Zephyrhills Personnel Policies and Procedures Manual (PPM) shall apply to bargaining unit employees provided if, in conflict with this Agreement, this agreement shall prevail. Any of the Police Department or City rules in conflict with this Agreement shall be of no force and effect.

SECTION V

Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the FOP provided in the grievance and arbitration provisions of this Agreement.

ARTICLE 6
LABOR MANAGEMENT COMMITTEE

SECTION I

The Labor Management Committee shall consist of the following:

Two (2) representatives designated by the FOP.
The Chief of Police or his/her designee.

The Committee shall meet as needed at the request of the FOP or the Chief of Police as mutually agreed upon. The function of the Committee shall be to discuss general matters pertaining to employee relations and department operation. The FOP shall furnish to the Chief of Police an agenda of items to be addressed at least seven (7) days in advance of the meeting. The FOP representatives will attend meetings on duty with authorization from the Chief of Police or his designee. The committee shall not engage in collective bargaining or the resolution of grievances. The committee shall not have the authority to change, delete, or modify any of the terms of this agreement.

ARTICLE 7

DUES DEDUCTIONS

SECTION I

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying FOP membership dues and standard bargaining unit-wide assessments. No authorization shall be allowed for payment of FOP initiation fees, special assessments, fines or penalties.

SECTION II

The FOP will initially notify the City as to the amount of dues. Such notification will be presented to the City in writing over the signature of an authorized officer of the FOP on said dues deductions form attach as "EXHIBIT A". Changes in FOP membership dues will be similarly certified to the City and shall be done at least sixty (60) days in advance of the effective date of such change. Said monies shall be transmitted/sent to the FOP at 242 Office Plaza, Tallahassee, FL 32301, along with a list of names.

SECTION III

The City will strive for accuracy in providing dues deduction service, both the City and the FOP agree that the claim for and the payment of dues is a matter to be settled between the FOP and its members. Any liability for dues deducted by the City and paid over to the FOP will be borne by the FOP. The FOP will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City as a result of payroll deduction of FOP dues.

SECTION IV

Payroll deduction authorizations are revocable pursuant to Chapter 447.507, Florida Statutes, or at the employee's request upon thirty (30) days written notice to the City and the FOP.

SECTION V

The employee's wages must be sufficient after other legal and required deductions are made to cover amount of appropriate dues, otherwise no deduction shall be made.

SECTION VI

An authorized officer of the FOP will furnish the City and the employee with forms for such individual authorizations and revocations.

OFFICERS, DETECTIVES & SROs

SECTION VII

The City may deduct a reasonable administrative fee for collecting and mailing monthly dues for members of the bargaining unit.

ARTICLE 8
BULLETIN BOARDS

SECTION I

The FOP shall be entitled to one (1) bulletin board, at its own expense, located in the officer's squad room or breakroom. The board is at least two (2) feet by two (2) feet and is exclusively for FOP business.

SECTION II

Copies of all materials that are posted shall be submitted to the Chief or designee prior to posting. A duly recognized officer of the FOP shall sign and post all such notices.

SECTION III

The bulletin board shall be used for posting FOP notices as follows:

- A. Notice of FOP elections and results of such elections
- B. Notice of FOP appointments and other official FOP business
- C. Notices of FOP meetings

SECTION IV

Under no circumstances shall the FOP post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organizations, or which constitutes election campaign material for or against any person, organization, or fraction thereof. The bulletin board will be kept in a clean and orderly appearance, and any material not considered to be of a permanent nature will be purged every thirty (30) days.

SECTION V

The Chief of Police or designee shall promptly remove any notices found on the bulletin board that violate any sections of this Article.

ARTICLE 9
FOP BUSINESS

SECTION I

The FOP representative or unit employee shall not leave his/her post/workstation to investigate, present, handle or settle grievances, or act in administration of the collective bargain in agreement without permission of the Chief of Police or designee. An employee shall not conduct the aforementioned during his/her assigned work hours without the consent of the Chief of Police or designee. Such permission will not be unreasonably denied, based on the department's needs when the request is made. The FOP representative shall be granted FOP leave bank, vacation leave, comp time or leave without pay during the representative's regularly scheduled shift.

The FOP representative will give the Chief of Police or designee, at least twenty-four (24) hours of advanced notice of requested leave for matters relating to grievance administration of the collective bargaining agreement, except in an emergency. During collective bargaining, the City will make a reasonable attempt to schedule meetings so that employee bargaining representatives may bargain with the City during their off-duty time.

SECTION II

The Chief of Police or designee should be available at reasonable times to meet with FOP representatives on matters of mutual concern. Reasonable accommodations will be made for any affected officer's work schedule.

ARTICLE 10

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. LEAVE BANK

SECTION I

All bargaining unit dues-paying members shall contribute a minimum of three (3) earned vacation leave hours to the Florida State Lodge Fraternal Order of Police, Inc., leave bank effective October 1 of each year with a cap of 150 hours. Each employee shall authorize by signing and submitting a leave request form. The accrual or use of Union pool time cannot create overtime, directly or indirectly.

SECTION II

The FOP will establish a leave account for the purpose of enabling FOP members to attend education and FOP conferences, seminars, union negotiations, and meetings without loss of pay or benefits provided there is an adequate balance in the FOP leave account. All requests must be submitted in writing and approved by the Chief of Police or designee.

SECTION III

An employee representative shall not be allowed to utilize leave from the bank more than the time available in the leave bank at the time of withdrawal. The City shall not be liable for any FOP leave used more than the balance in the bank.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION I

In a mutual effort to provide harmonious working relations between the parties of this Agreement, the parties agree that there shall be a procedure for the resolution of grievances arising from the application of interpretation of this Agreement.

With prior approval of the Chief of Police or designee, an FOP representative will be allowed FOP leave bank or leave without pay for investigating, presenting and appealing grievances. The performance of this function by an FOP representative shall in no way interrupt or interfere with the normal functioning of the Department.

The FOP shall designate two (2) representatives, plus, the state staff representative. An employee will not be recognized as an FOP representative until the FOP has notified the City in writing of his/her identity. It is the responsibility of the FOP to keep the City informed by written notice as to any changes made regarding such individuals.

For the purposes of the Article, a business day is defined as Monday through Friday excluding holidays.

SECTION II

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement and during the term of this Agreement, to include but not limited to suspension, demotion or termination. No other matter shall be considered a grievance or shall be the subject of arbitration. This paragraph shall be construed to exclude all other matters not meeting the definition of a grievance set forth herein.

SECTION III

Every effort will be made by the employees, FOP, and the City to resolve a grievance informally and promptly at the first step with his/her immediate supervisor. An employee may be assisted or represented by an FOP representative or designee (e.g., Lawyer) at his/her discretion at each step of the grievance procedure.

SECTION IV

The FOP may submit a grievance under this Article as a general or class action grievance. Any class action grievance shall be initially submitted to the Chief of Police or designee at (Step II).

Step 1

The aggrieved employee may, with or without FOP representation, submit a written grievance to the operations lieutenant within ten (10) business days of the occurrence of the matter giving rise to the grievance. In the event the aggrieved employee is unable to submit a written grievance within said ten (10) business days, the aggrieved or his/her representative may request an extension in writing prior to said ten (10) business days to be hand delivered or faxed to the operations lieutenant. The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance, including date of occurrence, details, and facts upon which the grievance is based.
2. The specific Article and Section of the Agreement alleged to have been violated.
3. The action, remedy, or solution requested by the employee.
4. The signature of the aggrieved employee and, if applicable, the FOP representative.
5. The reason for the rejection of the management's answer (if appealed).
6. The date submitted.

The operations lieutenant will hold a meeting within five (5) business days after receiving the grievance, and within five (5) business days after the meeting is held, the operations lieutenant will give an answer in writing to the grievant.

Step 2

If the grievance is not resolved at Step 1, the grievant may submit a written appeal to the Captain within five (5) business days after receiving a written response from the operations lieutenant. The Captain shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within five (5) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The Captain shall notify the employee of his decision in writing no later than five (5) business days following the meeting date.

Step 3

If the grievant is not satisfied with the response of the Captain, the grievance appeal may be submitted in writing to the Chief of Police within five (5) business days after receipt of the response from the Captain. The Chief shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within five (5) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The Chief of Police shall notify the employee of his decision in writing no later than five (5) business days following the meeting date.

Step 4

If the grievant is not satisfied with the response of the Chief of Police or designee, the grievance appeal may be submitted in writing to the City Manager within ten (10) business days after receipt of the response from the Chief of Police or designee. The City Manager shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within ten (10) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The City Manager shall notify the employee of this decision in writing no later than ten (10) working days following the meeting date.

Time Limit

A grievance is conclusively waived and abandoned under this Agreement unless it is brought to the City's attention within ten (10) business days of the date, which the grievant knew or should have known of the act or failure to act which has given rise to the grievance.

The time limits of this grievance/arbitration procedure may be extended by written mutual agreement. In the event an extension is required, each party shall give the other party forty-eight (48) hour notice that an extension is being sought. The parties acknowledge that these issues should be handled expeditiously. If the City fails to timely respond to the grievance at any step, the grievance will be considered as if the grievance was denied at that step and the time for advancing the grievance to the next step will be triggered as of the date that the City's response was due. If, at any step, the union or grievant fails to timely advance the grievance or demand arbitration, without obtaining a mutually agreeable written extension, the grievance shall be considered abandoned. An arbitrator shall not have any authority to waive, excuse, or otherwise extend these timelines.

SECTION V

If the grievance is not resolved in Step 4, the FOP may within five (5) business days, submit a request for arbitration to the City Manager.

OFFICERS, DETECTIVES & SROs

- A. Only grievances that satisfy each of the following conditions are subject to arbitration hereunder.
 - 1. The written grievance and demand for arbitration clearly identified the section or provisions allegedly violated.
 - 2. A demand for arbitration has been made in writing within ten (10) business days as from and after receiving the City Manager or designee's answer.
 - 3. The grievance was processed with time limits set forth in Section IV.
- B. Each side shall bear their own attorney fees and costs.
- C. The arbitration procedure is exclusive to the FOP. As permitted by law, no employee advances a grievance to arbitration without the written approval of the FOP, except where applicable law otherwise authorizes a non-member to do so.

ARTICLE 12

LAYOFF AND RECALL

SECTION I

Accrual

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of ninety (90) or more consecutive workdays without pay shall not count towards the accrual of classification seniority unless the law requires otherwise.

Loss of Seniority

An employee shall lose seniority and be terminated from employment as the result of any of the following:

- A. Discharge
- B. Retirement
- C. Voluntary resignation.
- D. Layoff exceeding one (1) year.
- E. Failure to report to the Department Manager the intention to return to work within three (3) calendar days of receipt of the recall notice.
- F. Failure to report from military leave within the time limits prescribed by law or any other leave unless and management has approved the extension in advance.

Layoff Selection

In the event the City decides to lay off employees within a department, the City will first lay off those employed on a part-time, temporary, casual or probationary basis. If further layoffs are necessary, selection among regular full-time shall be inverse order of hire.

Permanent Layoff

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent and the employee(s) laid off shall not be eligible for recall.

Recall

Regular full-time employees laid off pursuant to Section 9.04 of the City's Policy and Procedure Manual, who are recalled by the City within twelve (12) months, shall have their City service, departmental, and job classification seniority restored. However, those employees will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

ARTICLE 13
FORMAL INVESTIGATIONS

SECTION I

Investigations that result concerning the actions of employees covered under this agreement will be conducted by, or under the direction of sworn Zephyrhills Police Department personnel. Formal investigations will be conducted according to the Florida Officers Bill of Rights.

ARTICLE 14

DISCIPLINE

SECTION I

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the FOP encourage to the fullest degree employee behavior, which is positive and supportive of the goals of effective municipal management and public safety. No employee shall be disciplined (terminated, demoted, or suspended) without just cause, except for probationary employees (See Article 20, section II).

SECTION II

Notification of Disciplinary Action

- A. Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits not later than the time provided by law. An officer shall be furnished a copy of the Notice of Disciplinary Action.
- B. No Officer shall be dismissed, demoted, suspended, transferred, or disciplined or denied promotion, transfer or reassignment or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her exercising rights granted in this Agreement.
- C. Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have an FOP representative present. It is the employee's responsibility to notify the FOP of the request for union representation.
- D. Employees or their FOP representative may review, upon reasonable request, any supporting documentation contained in a disciplinary package after completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. This review shall be provided to the employee or FOP representative free of charge upon request.
- E. Disciplinary Action shall be subject to the grievance process and review of just cause.
- F. Annual leave may be used in lieu of suspension time at the discretion of the Chief of Police. Request must be made in writing to the Chief prior to the first day of suspension.

ARTICLE 15

HOURS OF WORK AND OVERTIME

SECTION I

Hours of Work

- A. The work period for employees shall consist of a fourteen (14) day cycle.
- B. The work period and schedule for assigned Patrol Officers will be the modified twelve (12) hour work schedule. It shall be defined as eighty-four (84) hours in a fourteen (14) day work cycle. The Shift is commonly referred to as a “2,2,3,” where the Officer works two days, is off two days, works three days, off two days, works two days, and is off three days.

Overtime

- A. Employees will receive overtime compensation for all hours actually worked in excess of eighty-four (84) hours in a fourteen (14) day work period at time and one half.
- B. Overtime worked in a regular work cycle or that required a result of either mandatory assignment or call back to duty shall receive payment at time and one-half or may take as compensatory time.
- C. Employees may accrue up to sixty (60) hours of compensatory time. Prior to any pay increase, compensatory time will be paid out at the employee’s regular hourly rate so that it does not unduly disrupt the operations of the agency. The regular hourly rate is exclusive of any incentives or special payments.

ARTICLE 16

SHIFT BID PROCESS AND SENIORITY

SECTION I

The current squad makeup of the Zephyrhills Police Department is four patrol squads (Two "dayshift" squads and two "nightshift" squads), consisting of a sergeant (shift supervisor), and two or more subordinate officers. The K-9 officers are regularly assigned on the night shift. The FOP will be advised of any changes in the reorganization or staffing of the Shifts/Squads thirty (30) days prior to implementation where operationally feasible and then as soon as possible.

Both parties agree that matters involving the shift bid process and seniority affecting Police Officers of the bargaining unit will be conducted in accordance with applicable directives. This process shall apply to all sworn personnel assigned to a uniform patrol assignment.

Shift bids will run approximately six (6) months until bidding the following December and June.

Definitions

Bid: The process of requesting the desired shift assignment.

Seniority: Seniority is defined as total length of continuous service with the City of Zephyrhills and/or the Zephyrhills Police Department.

Total City Seniority: The total length of continuous service as a full-time employee within the employment of the City of Zephyrhills.

Departmental Seniority: The total length of continuous service as a full-time sworn employee with the Zephyrhills Police Department.

Continuous Service: The period of employment not interrupted by resignation, voluntary demotion to non-sworn or part-time position, dismissal, retirement, quitting without notice, or any other termination of employment. Time spent greater than thirty (30) calendar days on a leave of absence or layoff shall not be credited in the calculation of seniority dates.

SECTION II

In December and June of each year, seniority lists, sorted by rank, shall be posted for review and verification by Officers. Those Officers who are on probation will not be allowed to participate in the bid process and will be assigned by the Chief or his designee an area of assignment on a bi-annual basis during December and June of each year and begin the first day of the first full pay-period in January and July. The bid process may result in displacement depending on seniority scores. All matters pertaining to the shift bid process and seniority that affects Officers of the

OFFICERS, DETECTIVES & SROs

bargaining unit remain subject to the approval of the Chief or his designee. The Chief or his designee retains the right to create or change special assignments, shifts, details, and/or place Officers with specialized skills in designated positions as deemed necessary by the Chief or his designee. The Chief or his designee retains the right to change assignments, shifts, details, and/or duties of any Officer to accommodate operational or administrative needs. The City agrees to accept the bids as a preference of the employee and will make every reasonable effort to accommodate such preference.

ARTICLE 17

EXTRA-DUTY ASSIGNMENT

SECTION I

Definitions

Extra-Duty Services: A service performed by a sworn officer working in a police or security related capacity for private user.

Private User: A club, organization, company, association, or other group or individual who has requested the services of off-duty police officers to work approved functions on an overtime basis.

SECTION II

All extra-duty service opportunities will be posted on designated department bulletin boards. Assignments to extra-duty work will be made pursuant to applicable department and City rules and procedures.

No private arrangements between an employee and private user or in-kind services in lieu of payment will be permitted.

All assignments must receive approval from the Chief of Police or designee.

SECTION III

While performing extra-duty services, the employee will be under the direct control and supervision of the Police Department. Employees may only perform services that are considered normal police functions.

The employee on extra-duty assignments must be in Police uniform and will make an official police record of all incidents that require his/her attention.

Employees providing approved non-departmental extra duty under this section will be considered "on-duty" if they are required to take law enforcement action involving the use of force and/or arrest in the course of the approved non-departmental extra duty assignment. The employee assigned extra duty shall ensure that the Patrol Supervisor on duty is made aware of the particulars concerning his extra duty assignment and will refer to him any matter not otherwise covered by instructions. The on-duty Patrol Supervisor for the employee's adherence to the established policies.

OFFICERS, DETECTIVES & SROs

- A. The employee will be placed in an "on-duty" status by the supervisor on duty as of the time the action commences.
- B. The City will pay the employee from the moment law enforcement action involving the use of force or arrest begins. Any reimbursement to be collected by the employee from the non-departmental source after that time will be turned over to the city.

SECTION IV

All non-alcohol extra duty assignments will be paid at the minimum rate of thirty-eight (\$38.00) dollars per hour with a minimum of three (3) hours pay. All non-City of Zephyrhills sponsored alcohol extra duty assignments will be paid at the minimum rate of forty-three ((\$43.00) dollars per hour with a minimum of three (3) hours pay. All money earned from extra duty will be paid by the payer to the city finance department. The officer will be paid thirty-five (\$35.00) dollars per hours worked for non-alcohol events and paid forty (\$40.00) per hours worked for alcohol events while three (\$3.00) dollars per hour will be paid to the city for the use of the city vehicle.

Based on the needs of the Department if staffing allows, the Officers can work details outside of the city at the discretion of the Chief of Police or his/her designee. Unless otherwise agreed upon by the Chief or his/her designee, the officer will receive compensation by the hosting jurisdiction and at the hosting jurisdiction's extra duty rate of pay.

ARTICLE 18
COURT/CALL BACK

SECTION I

Court Time

Court Time: An appearance during an employee's off-duty time in court required by a subpoena.

The employee shall receive a minimum of two (2) hours pay for court attendance.

SECTION II

Appearances

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited.

If treated as separate appearances, the employee will be guaranteed a two (2) hour minimum credit for additional appearances providing there is a two (2) hour lapse between the subpoena release and a subsequent subpoenaed appearance.

ARTICLE 19
PROBATIONARY PERIODS

SECTION I

A new employee must successfully complete a twelve (12) month probationary period from date of being sworn in.

SECTION II

A new employee who has not completed his/her probationary period does not have the right to appeal disciplinary action and may be disciplined, suspended, or dismissed at any time and without just cause.

ARTICLE 20
ANNUAL EVALUATIONS

SECTION I

An employee in the bargaining unit shall be evaluated after serving a probationary period. Evaluations used shall be specific to the Police Department. Probationary employees shall be evaluated quarterly.

SECTION II

An employee whose overall performance rating is unsatisfactory will be reevaluated at the end of ninety (90) days. If the employee's performance does not improve to a satisfactory rating, action may be taken to demote or terminate the employee.

ARTICLE 21

WORKERS COMPENSATION

Workers compensation will be conducted according to Florida State law and the City of Zephyrhills Policy and Procedure Manual.

ARTICLE 22

INSURANCE

Employees will be afforded the opportunity to participate in any health and life insurance plans as amended from time to time, in the same manner as and under the same terms, conditions and costs as the City offer to other City employees.

ARTICLE 23
VACATION LEAVE

Eligibility and Rate of Accrual

Each regular full-time employee will accrue annual leave with pay on the following basis:

Hours per Month

Less than 5 full years: 7 hours

6th through 10th: 9 hours

11th through 15th: 11 hours

16th through 20th: 13 hours

21st through 25th: 15 hours

26 or more: 17 hours

Annual leave is computed using the employee's employment anniversary date. Annual leave will be computed during the year on a prorated basis. Annual leave will be earned only when an employee is on an active pay status.

Charging Annual Leave

Annual leave, except in the case of FMLA leave (smallest increment possible), will be charged in increments of not less than one-quarter (1/4) hour. Holidays which occur during the period selected for annual leave shall be charged against holiday leave and not to annual leave. Annual leave may be taken as it is earned on a monthly basis, except that probationary employees are not eligible to take annual leave until placed on regular employee status.

Request for Annual Leave

- A. Annual leave may be taken only after approval by the Department Manager. Supervisors will arrange annual schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.
- B. Annual leave may be used only as earned.
- C. Annual leave requests will be made on the appropriate form by the employee and submitted to the supervisor for approval and submission to the Department Manager.
- D. Requests for annual leave more than 120 consecutive hours will not normally be approved.

OFFICERS, DETECTIVES & SROs

- E. Where two (2) or more employees request the same vacation period, the employee with the most Department seniority will be given preference; provided, where a junior employee's vacation time has already been approved, it will not be changed without his agreement to accommodate a more senior employee.

Carryover of Annual Leave

Employees are expected to take their annual leave and will be paid for accrued but unused annual leave only upon termination. Employees may accumulate up to a maximum of 320 hours of annual leave. Leave more than the maximum will be converted to sick leave on September 30 each year.

Employees will be paid for unused annual leave upon termination of employment.

Payment will be made at the employee's pay rate at time of termination.

Once an employee, having 25 years or more of service, elects to resign, retire and/or enter into the DROP Program and provides the City with a 12-month written notice, he or she may carry over all accrued annual leave into the next budget year and continue to accrue annual leave up to the maximum number of hours allowed by the Florida Retirement System (currently 500 hours). This shall be effective retroactively back to 07/01/01.

Use of Annual Leave

- A. Vacation Leave.
- B. Absences for transacting personal business, which cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the City as official holidays.
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- E. For uncovered portions of absences due to death of a person other than a member of the employee's immediate family.
- F. Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- G. Any approved uncompensated leave of absence, including leaves under the FMLA.
- H. For approved emergency leave beyond that paid under Section 18 of City's Policy and Procedure Manual.
- I. To supplement Workers' Compensation approved leaves after accumulated sick leave is exhausted; providing the total compensation received from all sources by the employee, including Workers' Compensation shall be no more than forty (40) times the employee's straight time hourly rate of pay.

ARTICLE 24

SICK LEAVE

Eligibility

Sick leave, whether paid or unpaid, shall apply to leaves for sickness, injury or disability that are not covered by workers' compensation. Sickness, injury or disability for pregnancy, childbirth, or related disabilities shall be treated the same as other sicknesses, injuries or disabilities.

Bargaining unit members are eligible for paid sick leave for absences due to sickness or injury, provided, upon request, they present evidence, including a medical doctor's excuse, if requested, satisfactory to their Department Manager to establish their absence was due to a bona fide sickness or injury.

Employees on sick leave, whether paid or unpaid, or leave due to a job-related illness or injury shall not engage in any work, including work at second or other jobs at home or elsewhere, without permission of the City Manager, or his designee. Violation of this subsection shall be cause for immediate termination.

Rate of Accrual

Regular full-time employees shall be eligible to receive eight (8) hours of paid sick leave per month.

Paid sick leave shall accrue during any pay period when the employee is on active pay status.

Charging Leave

Sick leave taken shall be recorded, charged and paid in one-half (1/2) hour increments unless it is FMLA time as well. Then, the smallest increment chargeable will be used.

Paid holidays, which occur during a paid sick leave, shall not be chargeable to sick leave.

Request for Sick Leave

To receive compensation while absent on sick leave, the employee shall notify his Supervisor/Department Manager prior to the scheduled reporting time, giving the reason for the absence and the expected period of absence in accordance with department regulations. The Department Manager may waive this provision if the employee submits evidence that it was impossible to give such notification. This procedure must be followed for each day of absence, unless prior approval is given by the Department Manager.

Return from Sick Leave

Upon returning to work, the employee must submit a leave slip to his supervisor or Department Manager. At the option of the City, the employee may be required to supply medical release from a doctor acceptable to the City to return to work from sick or disability leave whether the leave was with or without pay.

- A. An employee who is released from sick leave and who wishes to return to work shall notify the City. If the leave was less than thirty (30) days beyond pay status, the employee shall be placed in the job he held before the leave and there shall be no adjustment of his anniversary date or City or classification seniority date.
- B. Subject to applicable law, if the leave was longer than thirty (30) days beyond pay status, the employee will be given his job or a substantially equivalent job that is vacant if he is qualified to perform all the essential requirements of the vacant job. If the absence was due to a legally recognized disability, reasonable accommodation that will not cause undue hardship to the City will be offered. Adjustments of his anniversary date, City, departmental and classification seniority dates shall be as provided for other unpaid leaves under Article 16.
- C. The Department Manager, with approval of the City Manager, may make exceptions to the above for operational reasons upon the request of the employee.

Use

Paid sick leave may be used provided it is approved for the following purposes:

- A. Unlimited for bona fide sickness, injury or disability off the job of the employee. Medical, dental, optical or chiropractic examination or treatment which cannot be scheduled during non-duty hours.
- B. Up to one hundred twenty (120) work days for serious illness of a member of the employee's immediate family, which requires the personal care or attention of the employee, or up to ten (10) working days for the death of a member of the employee's immediate family.
- C. An unpaid leave under the FMLA.
- D. For extra annual leave as provided in Section 17.07 of the City's Policy and Procedure Manual.
- E. To supplement Workers' Compensation, but not more than necessary to cover the employee's regular schedule times his normal hourly rate.

Use of sick leave for any purpose not specified above may be considered misconduct and result in disciplinary action.

Conversion to Annual Leave

When an employee has accrued four hundred eighty (480) hours of sick leave, they may convert any excess number of hours over the threshold to annual leave at a rate of two (2) hours of sick leave for one (1) hour of annual leave. This conversion will take place on 9/30 of each year. There is no limit on the amount of sick leave an employee may accrue for the uses provided in Section 17.06 of the City's Policy and Procedure Manual.

Sick Leave Incentive

In order to encourage employees to judiciously utilize sick leave benefits and to recognize those employees who have accrued large amounts of unused sick leave, payment will be made upon termination of employment based on the following:

Years of Continuous Service and Payment (% of accrued leave) Upon Termination or Retirement

Less than 5 full years (20%)

6th through 10th year (30%)

11th through 15th year (40%)

16th through 20th year (45%)

21st through 25th year (50%)

26 or more (55%)

Payment will be made at the employee's pay rate at the time of termination or retirement.

Sick Leave Sharing

- A. Employees who have extended illness and have exhausted all sick leave and vacation leave may be eligible for sick leave sharing.
- B. Sharing of sick leave may only be used for the personal illness or injury of another employee of the City.
- C. Request to transfer sick leave must be completed by the employee and submitted to the Department Manager.

Light Duty

If an employee is released by a physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City, which the employee can perform in accordance with applicable law, will result in termination of employment.

ARTICLE 25
MILITARY LEAVE

A military leave of absence will be provided to employees who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. To be eligible for military leave, advance notice of the need for leave is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees who are on military leave will be afforded all rights provided them by applicable laws while on duty and reinstatement rights as provided under those laws.

All questions regarding military leave should be directed to the Director of Administrative Services.

ARTICLE 26

HOLIDAY SCHEDULE AND HOLIDAY PAY

The City shall provide Holiday leave to all members of the bargaining unit at the same rate provided other City employees. The procedures for earning and use of Holiday leave is defined within the City of Zephyrhills Employee Policy and Procedures Manual and governed in use by the Zephyrhills Police Department Standard Operations Manual.

In addition to the Holiday Schedule, the City agrees to afford employees of this bargaining unit with one (1) personal day. The use and procedures for use of this personal day is described as follows:

Personal Day

- A. Each member is permitted the use of one personal day up to twelve (12) hours per year. Members will not be allowed to work their personal day for overtime benefits as other holidays permit.
- B. The member shall declare his/her personal day with as much advanced noticed as possible.
- C. Two or more officers in the same unit cannot declare the same day as their personal day.
- D. Where there are conflicts, the personal day shall be awarded to the person most senior and the non-prevailing member will re-submit their leave request form for the personal day for which they choose.

ARTICLE 27

SUBSTANCE ABUSE TESTING

Substance Abuse testing will be conducted according to Florida State law and the City of Zephyrhills Policy and Procedure Manual.

ARTICLE 28

WAGES

SECTION I

A. Step Plan Implementation for Fiscal Year 2021/2022. For fiscal year 2021/2022:

1. Beginning October 1, 2021, the City agrees to implement a compensation plan in which officers receive pay based on the step in which the officer falls. Each step shall be defined as a period of one (1) year, and steps shall progress based upon longevity with the agency.
2. Each step is based on the officer's anniversary from the date of hire. Officers shall progress to the next highest step of the compensation plan on their anniversary date each additional year.
3. Officers will not be eligible for any wage increases, including but not limited to step increases, in fiscal year 2021-2022 or in any subsequent years, unless the City Council first votes to specifically fund the wage and/or step increase for fiscal year 2021-2022 or subsequent years.
4. The parties agree that no wage increases, including but not limited to step increases, shall be given to any bargaining unit employees after the expiration of this or any future collective bargaining agreement, unless and until the parties ratify a successor collective bargaining agreement. Wage increases, if any, following expiration of the collective bargaining agreement shall be subject to negotiations between the parties.
5. **Bonus for Topped Out Employees.** Maximum base salary for officers shall be \$62,325. Officers who reach the maximum salary will receive a bonus in lieu of any City Council-approved wage increase, with the amount of the bonus equal to the City Council-approved percentage for non-bargaining agreement employees.

ARTICLE 29

SPECIAL PAYMENTS

SECTION I

Members of the bargaining unit may be compensated as determined by the Chief of Police for extraordinary duty assignments as set forth below. This is in recognition of the unique call to duty inherent with this assignment and their likeliness to be subject to call as needed for their specialized position. All assignment pay is calculated in excess of an employee's base hourly rate of pay excluding any premiums, incentives, add-ons or rollups.

Assignment Pay

- A. Field Training Officers will receive an additional five percent (5%) assignment pay to their basic rate of pay only while training a new officer.
- B. Those officers (while in grade) assigned to the CID unit will receive an additional five percent (5%) to their basic rate of pay.
- C. Those officers (while in grade) assigned to the SRO unit will receive an additional five percent (5%) to their basic rate of pay.
- D. Those officers (while in grade) assigned to the K-9 unit will receive an additional five percent (5%) to their basic rate of pay.

ARTICLE 30

TEMPORARY ACTING APPOINTMENTS

Temporary acting appointment of Police Officers to Sergeant Classifications shall be documented and conducted in accordance with official directives as well as City Policy and Procedures. Any officer who is formally assigned, by the Police Chief or designee, to act in the rank of Sergeant for a total of 168 hours or fourteen (14) twelve hour shifts in a fiscal year shall receive a rate increase of five percent (5%) for every hour for the remainder of the fiscal year in which he or she is formally assigned to the temporary acting Sergeant assignment. However, officers receiving assignment pay are not eligible for temporary acting appointment pay.

The Employer shall determine the necessity to begin or end all temporary acting appointments of Police Officers. Nothing contained in this article shall preclude the Employer from terminating the temporary acting appointment of any Officer at any time based on operational or administrative needs.

ARTICLE 31

ADDITIONAL BENEFITS

SECTION I

Tuition Reimbursement

If funding is available, the City of Zephyrhills shall provide tuition aid reimbursement for admission examination, books and/or tuition fees of a maximum of \$2500 per fiscal year per officer provided the curricula degree is job related.

The tuition aid may include on-line classes. Each course must be approved in advance by the Chief as being job related. Correspondence courses will be considered only when a similar course is not available locally. Reimbursement for courses in which letter grades are issued will be 100% if successfully passing for letter grades of "A", "B". A grade of "C" will be reimbursed at the 50% rate. Reimbursement for courses in which letter grades are not issued will be in the following manner: Satisfactory 100%, Unsatisfactory 0%. Sworn officers who do not remain with the City for a period of two (2) years after completion of a course shall reimburse the City on a pro-rated basis.

SECTION II

On-Call Procedures

- A. The parties recognize that in certain assignments the availability of on-call personnel is essential to the proper performance of police work. Accordingly, if implemented, the City shall have the right to establish on-call procedures for patrol officers. All officers required to participate in the on-call sign up list shall receive two (2) hours for each day they are assigned on-call. If called in to work, the Officer shall be compensated at the overtime rate for all hours worked. Detectives who are subject to being on-call will receive ten (\$10) dollars per day for any day other than holidays. Holidays will be compensated at fifteen (\$15) per holiday. -However, should a detective be called in for duty outside of his or her scheduled shift, they shall be compensated at the overtime rate for all hours worked.

SECTION III

OFFICERS, DETECTIVES & SROs

Recall Pay

Any officer who is recalled to duty after having left for the day, or on a regularly scheduled day off, or vacation day, or more than three (3) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of four (4) hours of pay.

SECTION IV

Bulletproof Vests

The City shall provide all the officers with a current threat level bulletproof vest that meets or exceeds the threat level of the department issued weapon that they carry on duty.

SECTION V

Boot Allowance

Employees will be entitled to the issuance of boots as needed but not to exceed one (1) pair per fiscal year. Employees assigned to the K-9 unit will be entitled to the issuance of boots as needed but not to exceed two (2) pairs per fiscal year. The purchase of the boots shall not exceed \$100 in price. Any cost over the \$100 purchase price shall be the responsibility of the employee. Boots shall be purchased from a vendor approved by the City.

SECTION VI

Take-Home Vehicle

The Zephyrhills Police Department will initiate and continue a take-home vehicle policy for all sworn personnel. The take-home car program will begin with vehicles being assigned to officers who have successfully completed the Field Training program. The distance is to be measured from the end of their home driveway to the Zephyrhills Police Department facility.

The authorized driving distance from the police department shall be the following:

- A. Twenty (20) road miles or less, no officer contribution.
- B. In distances over twenty road miles, but less than thirty road miles, the assigned officer agrees to compensate the City at a rate of twelve dollars and fifty cents (\$12.50) bi-weekly or twenty-five dollars (\$25.00) a month.
- C. In distances over thirty road miles, but less than forty road miles, the assigned officer agrees to compensate the City at a rate of twenty-five dollars (\$25.00) bi-weekly or fifty dollars (\$50.00) a month.
- D. Officers who live more than 40 road miles from ZPD Headquarters who meet the other criteria listed above, may, with prior approval of the Chief of Police or his designee, park their assigned vehicle at an approved location within 40 road miles from ZPD Headquarters and travel the remaining distance to their home by other means. The

OFFICERS, DETECTIVES & SROs

officer will compensate the city as outlined in section “C” above.

- E. An “approved location” is defined as a public safety or emergency services facility operated by a Government (Fire station, Sheriff or Police station, or EMS/Ambulance station) that is staffed twenty-four hours a day, seven days a week. An agreement signed by the Chief of Police or designee and an authorized signer from the approved facility must be received prior to parking the vehicle at the “approved facility.”

The mileage contribution by the assigned Officer will be deducted by payroll during the time a vehicle is utilized. If the use of a vehicle is terminated or suspended for two pay periods, the contribution will cease.

The determination for the assignment of department vehicle will be made by the Chief or his/her designee at a time deemed applicable upon employment.

The denial of a take-home car for disciplinary reasons shall be grievable as any other type of discipline.

ARTICLE 32
ENTIRE AGREEMENT

SECTION I

The City and the FOP acknowledge that, during negotiations, which resulted in this Agreement, each party had the right and opportunity to make proposals with respect to all subjects/matters not removed by law from the scope of collective bargaining. The subsequent understandings and agreements arrived at by the City and the FOP, after the exercise of such right and opportunity, are set for in this Agreement. This Agreement supersedes and cancels all prior practices and agreements.

SECTION II

The City and the FOP for the duration of the Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless otherwise provided for herein. This section shall not be construed to limit the City from making changes to terms and conditions of employment as to topics not covered in this Agreement, provided such changes do not conflict with any provision of this Agreement.

ARTICLE 33

DURATION AND TERMINATION

This Agreement shall be in full force and effect as of the date it is ratified by both parties and shall terminate on September 30, 2024. The parties agree that any wage increase provisions contained in this Agreement, or negotiated during the term of this Agreement, are not applicable after expiration of the Agreement. Employees have no expectation of any increase of their wages, including increases based on merit, COLAs, steps or otherwise, after the date of termination of this Agreement. Both parties may re-open four (4) Articles and Wages for 2022-2023 and 2023-2024.

The foregoing Collective Bargaining Agreement for Police Officers, Detectives, and SROs was ratified by the members of the Collective Bargaining Unit on September 21, 2021.

The foregoing Collective Bargaining Agreement for Police Officers, Detectives, and SROs has been ratified by the City Council of the City of Zephyrhills on September 27, 2021.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed by their authorized representatives.

CITY OF ZEPHYRHILLS

FLORIDA STATE LODGE FRATERNAL
ORDER OF POLICE, INC.

By: _____
Print Name: Jodi Wilkeson
Title: Council Vice President

By: _____
Print Name: William Lawless
Title: Staff Representative

Signature of Witness

Signature of Witness

Print Name

Print Name

By: _____
Print Name: William Poe
Title: City Manager

Date: _____

Signature of Witness

Print Name

Date: September 27, 2021

CONSENT ITEMS 2.7

Fraternal Order of Police Collective Bargaining Contract - Sergeants

Issue:

Request Council's approval of the Collective Bargaining Contract for Sergeants.

Background:

On September 21, 2021, the City of Zephyrhills and the members of the Fraternal Order of Police (FOP) collective bargaining unit have agreed upon the proposed written agreement for sergeants for the contract years of 2021-2024. The purpose of the written agreement is to promote harmonious relations between the City and members of the bargaining unit and establish orderly procedures to settle differences that may arise. Most of the contract mirrors the previous version, and there will be no new budgetary impacts. However, some of the articles required minor language changes to allow for interpretation clarity. Therefore, staff recommends city council approval of the collective bargaining agreement. Attached are a copy of the member ratified contract and a word document noting the changes made in red.

The following articles have been modified:

Article 14
Article 15
Article 17
Article 21
Article 27
Article 28
Article 29
Article 30
Article 31

Attachment(s):

1. Sgt Contract Redline Revisions 2021-24 (002)
2. 2021-2024 Sergeant Collective Bargaining Contract

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval of the Collective Bargaining Contract for Sergeants.

CITY OF ZEPHYRHILLS POLICE
DEPARTMENT AND FLORIDA STATE
LODGE FRATERNAL ORDER OF
POLICE, INC.

Collective Bargaining Agreement for Sergeants

~~2019-2022~~ 2021-2024

Table of Contents

ARTICLE 1	PREAMBLE	p.4
ARTICLE 2	RECOGNITION	p.5
ARTICLE 3	PROHIBITION OF STRIKES	p.6
ARTICLE 4	NON-DISCRIMINATION	p. 7
ARTICLE 5	RULES AND REGULATIONS	p. 8-9
ARTICLE 6	LABOR MANAGEMENT COMMITTEE	p.10
ARTICLE 7	DUES DEDUCTION	p. 11-12
ARTICLE 8	BULLETIN BOARDS	p. 13
ARTICLE 9	FOP BUSINESS	p. 14
ARTICLE 10	LEAVE BANK	p.15
ARTICLE 11	GRIEVANCE AND ARBITRATION PROCEDURES	p. 16-19
ARTICLE 12	LAYOFF AND RECALL	p. 20-21
ARTICLE 13	FORMAL INVESTIGATIONS	p.22
ARTICLE 14	DISCIPLINE	p.23
ARTICLE 15	HOURS OF WORK AND OVERTIME	p.24
ARTICLE 16	SHIFT BID PROCESS/SENIORITY	p. 25-26
ARTICLE 17	EXTRA DUTY ASSIGNMENTS	p. 27-28
ARTICLE 18	COURT/CALL BACK	p.29
ARTICLE 19	PROBATIONARY PERIODS	p.30
ARTICLE 20	ANNUAL EVALUATIONS	p.31
ARTICLE 21	WORKERS COMPENSATION	p. 32-33
ARTICLE 22	INSURANCE	p.34
ARTICLE 23	VACATION LEAVE	p. 35-36

ARTICLE 24 SICK LEAVE	p. 37-40
ARTICLE 25 MILITARY LEAVE	p.41
ARTICLE 26 HOLIDAY SCHEDULES	p.42
ARTICLE 27 SUBSTANCE ABUSE TESTING	p.43
ARTICLE 28 WAGES	p. 44-45
ARTICLE 29 SPECIAL PAYMENTS	p.46
ARTICLE 30 TEMPORARY AND ACTING APPOINTMENTS	p.47
ARTICLE 31 ADDITIONAL BENEFITS	p. 48-50
ARTICLE 32 ENTIRE AGREEMENT	p.51
ARTICLE 33 DURATION AND TERMINATION	p.52

ARTICLE 1

PREAMBLE

SECTION 1

This agreement is entered into by the City of Zephyrhills, Florida, hereinafter referred to as the "City" and the Florida State Lodge Fraternal Order of Police, Inc., herein referred to as the "FOP." The purpose of this written Agreement is to promote harmonious relations between the City and the FOP; to establish an orderly procedure to settle differences that might arise; and to set forth the agreement between the parties concerning rates of pay, hours of work, and other conditions of employment.

SECTION II

When this Agreement does not speak to a subject, the City's Personnel Rules and Regulations shall apply. In the event the Agreement or the Personnel Rules and Regulation do not apply, then the written Police Department Policies and Procedures shall apply.

ARTICLE 2
RECOGNITION SERGEANTS

SECTION I

For the purpose set forth in Chapter 447, Part II, Florida Statutes, the City recognizes the FOP as the sole and exclusive collective bargaining agent as certified {Certification number 1572}, by the Florida Public Employees Relations Commission (PERC) of full time Sworn Law Enforcement Officers within the bargaining unit that hold the rank of sergeant.

SECTION II

In its discretion, the Employer may enter into collateral agreements with individuals regarding the performance of duties outside the Police Department, and in entering into such agreements; the Employer shall not be obligated to negotiate with the FOP regarding wages, hours, or other conditions of employment applicable to such other or additional duties.

SECTION III

The FOP recognizes the city manager and his or her designees as the representatives of the City in all matters regarding negotiations and administration of this Agreement and the wages, hours and working conditions of bargaining unit employees as provided in Article 11. Neither FOP representatives nor employees shall deal with members of the City Council concerning these matters.

ARTICLE3

PROHIBITION OF STRIKES

SECTION I

The FOP officers, representatives, agents, members, employees covered by this Agreement shall not engage in, instigate, or support:

- A. Strike.
- B. Concerted failure to report for duty.
- C. Concerted stoppage of work.
- D. Concerted submission of resignations.

SECTION II

No employee or group of employees, in the furtherance of strike or work stoppage, shall participate in:

- A. A deliberate and concerted course of conduct that adversely affects the services of the City.
- B. The concerted failure to report for work after the expiration of the Collective Bargaining Agreement.
- C. Disorderly conduct or other illegal picketing or hand billing of any City facility, office or premises, as provided in Chapter 447, Florida Statutes or any other law.

ARTICLE4

NON-DISCRIMINATION

SECTION I

The City and the FOP specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, marital status, sexual preference, membership or non-membership in labor organization, age or disability, as provided by law; except that the FOP shall not be required to process grievances or provide services for employees who are not members of the organization.

SECTION II

Any violation as outlined in section I above will be filed in the court that has jurisdiction. The above shall not be part of the grievance procedure.

ARTICLE 5
RULES AND REGULATIONS

SECTION I

The FOP agrees that its members shall comply with all written Police Department rules and regulations (Written Directive System) and City of Zephyrhills Personnel Policies and Procedure Manual, including, but not limited to those relating to conduct and work performance. The FOP agrees to bargaining unit member compliance to the above policies and procedures from the effective date of this Agreement. The City agrees not to seek indemnification from the FOP from any civil actions arising from the failure to follow the above-mentioned policies by a member.

SECTION II

Representatives of the FOP will be allowed to have input into any changes in any future rules prior to implementation of any such rule or change. The FOP recognizes the right and responsibility of the City to review and improve or change any policy or procedure for the betterment of the Police Department. Furthermore, the FOP also recognizes the potential need for the City to add or delete policies and procedures as the need arises. The City agrees to notify the FOP in writing at least ten (10) calendar days prior to any police modification affecting the Written Directive System of the Zephyrhills Police Department, the City of Zephyrhills Personnel Policies, and Procedures Manual for discussing such modifications. However, when the city manager determines it is operationally necessary for the immediate issuance of any policy or procedure, the city manager will immediately notify the FOP. The Department and the City retain the right to make the final decision of promulgation and implementation of any rules or regulations not consistent with this Agreement, except for those modifications that would not have been made but for retaliatory and punitive motives.

SECTION III

It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

SECTION IV

Except where expressly modified by any provision of this Agreement, the Written Directive System (SOP) of the Zephyrhills Police Department and the City of Zephyrhills Personnel Policies and Procedures Manual (PPM) shall apply to bargaining unit employees provided if, in conflict with this Agreement, this agreement shall prevail. Any of the Police Department or City rules in conflict with this Agreement shall be of no force and effect.

SECTION V

Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the FOP provided in the grievance and arbitration provisions of this Agreement.

ARTICLE 6

LABOR MANAGEMENT COMMITTEE

SECTION I

The Labor Management Committee shall consist of the following:

Two (2) representatives designated by the FOP.

The Chief of Police or his/her designee.

The Committee shall meet as needed at the request of the FOP or the Chief of Police as mutually agreed upon. The function of the Committee shall be to discuss general matters pertaining to employee relations and department operation. The FOP shall furnish to the Chief of Police an agenda of items to be addressed at least seven (7) days in advance of the meeting. The FOP representatives will attend meetings on duty with authorization from the Chief of Police or his designee. The committee shall not engage in collective bargaining or the resolution of grievances. The committee shall not have the authority to change, delete, or modify any of the terms of this agreement.

ARTICLE 7
DUES DEDUCTIONS

SECTION I

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying FOP membership dues and standard bargaining unit-wide assessments. No authorization shall be allowed for payment of FOP initiation fees, special assessments, fines or penalties.

SECTION II

The FOP will initially notify the City as to the amount of dues. Such notification will be presented to the City in writing over the signature of an authorized officer of the FOP on said dues deductions form attach as "EXHIBIT A". Changes in FOP membership dues will be similarly certified to the City and shall be done at least sixty (60) days in advance of the effective date of such change. Said monies shall be transmitted/sent to the FOP at 242 Office Plaza, Tallahassee, FL 32301, along with a list of names.

SECTION III

The City will strive for accuracy in providing dues deduction service, both the City and the FOP agree that the claim for and the payment of dues is a matter to be settled between the FOP and its members. Any liability for dues deducted by the City and paid over to the FOP will be borne by the FOP. The FOP will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City as a result of payroll deduction of FOP dues.

SECTION IV

Payroll deduction authorizations are revocable pursuant to Chapter 447.507, Florida Statutes, or at the employee's request upon thirty (30) days written notice to the City and the FOP.

SECTION V

The employee's wages must be sufficient after other legal and required deductions are made to cover amount of appropriate dues, otherwise no deduction shall be made.

SECTION VI

An authorized officer of the FOP will furnish the City and the employee with forms for such individual authorizations and revocations.

SECTION VII

The City may deduct a reasonable administrative fee for collecting and mailing monthly dues for members of the bargaining unit.

ARTICLES

BULLETIN BOARDS

SECTION I

The FOP shall be entitled to one (1) bulletin board, at its own expense, located in the officer's squad room or breakroom. The board is at least two (2) feet by two (2) feet and is exclusively for FOP business.

SECTION II

Copies of all materials that are posted shall be submitted to the Chief or designee prior to posting. A duly recognized officer of the FOP shall sign and post all such notices.

SECTION III

The bulletin board shall be used for posting FOP notices as follows:

- A. Notice of FOP elections and results of such elections
- B. Notice of FOP appointments and other official FOP business
- C. Notices of FOP meetings

SECTION IV

Under no circumstances shall the FOP post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organizations, or which constitutes election campaign material for or against any person, organization, or fraction thereof. The bulletin board will be kept in a clean and orderly appearance, and any material not considered to be of a permanent nature will be purged every thirty (30) days.

SECTION V

The Chief of Police or designee shall promptly remove any notices found on the bulletin board that violate any sections of this Article.

ARTICLE9
FOP BUSINESS

SECTION I

The FOP representative or unit employee shall not leave his/her post/workstation to investigate, present, handle or settle grievances, or act in administration of the collective bargain in agreement without permission of the Chief of Police or designee. An employee shall not conduct the aforementioned during his/her assigned work hours without the consent of the Chief of Police or designee. Such permission will not be unreasonably denied, based on the department's needs when the request is made. The FOP representative shall be granted FOP leave bank, vacation leave, comp time or leave without pay during the representative's regularly scheduled shift.

The FOP representative will give the Chief of Police or designee, at least twenty-four (24) hours of advanced notice of requested leave for matters relating to grievance administration of the collective bargaining agreement, except in an emergency. During collective bargaining, the City will make a reasonable attempt to schedule meetings so that employee bargaining representatives may bargain with the City during their off-duty time.

SECTION II

The Chief of Police or designee should be available at reasonable times to meet with FOP representatives on matters of mutual concern. Reasonable accommodations will be made for any affected officer's work schedule.

ARTICLE 10

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. LEAVE BANK

SECTION I

All bargaining unit dues-paying members shall contribute a minimum of three (3) earned vacation leave hours to the Florida State Lodge Fraternal Order of Police, Inc., leave bank effective October 1 of each year with a cap of 150 hours. Each employee shall authorize by signing and submitting a leave request form. The accrual or use of Union pool time cannot create overtime, directly or indirectly.

SECTION II

The FOP will establish a leave account for the purpose of enabling FOP members to attend education and FOP conferences, seminars, union negotiations, and meetings without loss of pay or benefits provided there is an adequate balance in the FOP leave account. All requests must be submitted in writing and approved by the Chief of Police or designee.

SECTION III

An employee representative shall not be allowed to utilize leave from the bank more than the time available in the leave bank at the time of withdrawal. The City shall not be liable for any FOP leave used more than the balance in the bank.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURES

SECTION I

In a mutual effort to provide harmonious working relations between the parties of this Agreement, the parties agree that there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement.

With prior approval of the Chief of Police or designee, an FOP representative will be allowed FOP leave bank or leave without pay for investigating, presenting and appealing grievances. The performance of this function by an FOP representative shall in no way interrupt or interfere with the normal functioning of the Department.

The FOP shall designate two (2) representatives, plus, the state staff representative. An employee will not be recognized as an FOP representative until the FOP has notified the City in writing of his/her identity. It is the responsibility of the FOP to keep the City informed by written notice as to any changes made regarding such individuals.

For the purposes of the Article, a business day is defined as Monday through Friday excluding holidays.

SECTION II

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement and during the term of this Agreement, to include but not limited to suspension, demotion or termination. No other matter shall be considered a grievance or shall be the subject of arbitration. This paragraph shall be construed to exclude all other matters not meeting the definition of a grievance set forth herein.

SECTION III

Every effort will be made by the employees, FOP, and the City to resolve a grievance informally and promptly at the first step with his/her immediate supervisor. An employee may be assisted or represented by an FOP representative or designee (e.g., Lawyer) at his/her discretion at each step of the grievance procedure.

SECTION IV

The FOP may submit a grievance under this Article as a general or class action grievance. Any class action grievance shall be initially submitted to the Chief of Police or designee at (Step II).

Step 1

The aggrieved employee may, with or without FOP representation, submit a written grievance to the operations lieutenant within ten (10) business days of the occurrence of the matter giving rise to the grievance. In the event the aggrieved employee is unable to submit a written grievance within said ten (10) business days, the aggrieved or his/her representative may request an extension in writing prior to said ten (10) business days to be hand delivered or faxed to the operations lieutenant. The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance, including date of occurrence, details, and facts upon which the grievance is based.
2. The specific Article and Section of the Agreement alleged to have been violated.
3. The action, remedy, or solution requested by the employee.
4. The signature of the aggrieved employee and, if applicable, the FOP representative.
5. The reason for the rejection of the management's answer (if appealed).
6. The date submitted.

The operations lieutenant will hold a meeting within five (5) business days after receiving the grievance, and within five (5) business days after the meeting is held, the operations lieutenant will give an answer in writing to the grievant.

Step 2

If the grievance is not resolved at Step 1, the grievant may submit a written appeal to the Captain within five (5) business days after receiving a written response from the operations lieutenant. The Captain shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within five (5) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The Captain shall notify the employee of his decision in writing no later than five (5) business days following the meeting date.

Step 3

If the grievant is not satisfied with the response of the Captain, the grievance appeal may be submitted in writing to the Chief of Police within five (5) business days after receipt of the response from the Captain. The Chief shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within five (5) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The Chief of Police shall notify the employee of his decision in writing no later than five (5) business days following the meeting date.

Step 4

If the grievant is not satisfied with the response of the Chief of Police or designee, the grievance appeal may be submitted in writing to the City Manager within ten (10) business days after receipt of the response from the Chief of Police or designee. The City Manager shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within ten (10) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The City Manager shall notify the employee of this decision in writing no later than ten (10) working days following the meeting date.

Time Limit

A grievance is conclusively waived and abandoned under this Agreement unless it is brought to the City's attention within ten (10) business days of the date, which the grievant knew or should have known of the act or failure to act which has given rise to the grievance.

The time limits of this grievance/arbitration procedure may be extended by written mutual agreement. In the event an extension is required, each party shall give the other party forty-eight (48) hours notice that an extension is being sought. The parties acknowledge that these issues should be handled expeditiously. If the City fails to timely respond to the grievance at any step, the grievance will be considered as if the grievance was denied at that step and the time for advancing the grievance to the next step will be triggered as of the date that the City's response was due. If, at any step, the union or grievant fails to timely advance the grievance or demand arbitration, without obtaining a mutually agreeable written extension, the grievance shall be considered abandoned. An arbitrator shall not have any authority to waive, excuse, or otherwise extend these timelines.

SECTIONV

If the grievance is not resolved in Step 4, the FOP may within five (5) business days, submit a request for arbitration to the City Manager.

- A. Only grievances that satisfy each of the following conditions are subject to arbitration hereunder.
 - 1. The written grievance and demand for arbitration clearly identified the section or provisions allegedly violated.
 - 2. A demand for arbitration has been made in writing within ten (10) business days as from and after receiving the City Manager or designee's answer.
 - 3. The grievance was processed with time limits set forth in Section *N*.
- B. Each side shall bear their own attorney fees and costs.
- C. The arbitration procedure is exclusive to the FOP. As permitted by law, no employee advances a grievance to arbitration without the written approval of the FOP, except where applicable law otherwise authorizes a non-member to do so.

ARTICLE 12
LAYOFF AND RECALL

SECTION I

Accrual

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of ninety (90) or more consecutive workdays without pay shall not count towards the accrual of classification seniority unless the law requires otherwise.

Loss of Seniority

An employee shall lose seniority and be terminated from employment as the result of any of the following:

- A. Discharge
- B. Retirement
- C. Voluntary resignation.
- D. Layoff exceeding one (1) year.
- E. Failure to report to the Department Manager the intention to return to work within three (3) calendar days of receipt of the recall notice.
- F. Failure to report from military leave within the time limits prescribed by law or any other leave unless and management has approved the extension in advance.

Layoff Selection

In the event the City decides to lay off employees within a department, the City will first lay off those employed on a part-time, temporary, casual or probationary basis. If further layoffs are necessary, selection among regular full-time shall be inverse order of hire.

Permanent Layoff

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent and the employee(s) laid off shall not be eligible for recall.

Recall

Regular full-time employees laid off pursuant to Section 9.04 of the City's Policy and Procedure Manual, who are recalled by the City within twelve (12) months, shall have their City service, departmental, and job classification seniority restored. However, those employees will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

ARTICLE 13
FORMAL INVESTIGATIONS

SECTION I

Investigations that result concerning the actions of employees covered under this agreement will be conducted by, or under the direction of sworn Zephyrhills Police Department personnel. Formal investigations will be conducted according to the Florida Officers Bill of Rights.

ARTICLE 14

DISCIPLINE

SECTION I

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the FOP encourage to the fullest degree employee behavior, which is positive and supportive of the goals of effective municipal management and public safety. No employee shall be disciplined (terminated, demoted, or suspended) without just cause, except for probationary employees (See Article 20, section II).

SECTION II

Notification of Disciplinary Action

- A. Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits not later than the time provided by law. An officer shall be furnished a copy of the Notice of Disciplinary Action.
- B. No Officer shall be dismissed, demoted, suspended, transferred, or disciplined or denied promotion, transfer or reassignment or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her exercising rights granted in this Agreement.
- C. Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have an FOP representative present. It is the employee's responsibility to notify the FOP of the request for union representation.
- D. Employees or their FOP representative may review, upon reasonable request, any supporting documentation contained in a disciplinary package after completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. This review shall be provided to the employee or FOP representative free of charge upon request.
- E. Disciplinary Action shall be subject to the grievance process and review of just cause.
- F. Annual leave may be used in lieu of suspension time at the discretion of the Chief of Police. Request must be made in writing to the Chief prior to the first day of suspension.

SERGEANTS

ARTICLE 15

HOURS OF WORK AND OVERTIME

SECTION I

Hours of Work

- A. The work period for employees shall consist of a fourteen (14) day cycle.
- B. The work period and schedule for assigned Sergeants will be the modified twelve (12) hour work schedule. It shall be defined as eighty-four (84) hours in a fourteen (14) day work cycle. The Shift is commonly referred to as a "2,2,3," where the Sergeant works two days, is off two days, works three days, off two days, works two days, and is off three days.

Overtime

- A. Employees will receive overtime compensation for all hours actually worked in excess of eighty-four (84) hours in a fourteen (14) day work period at time and one half.
- B. Overtime worked in a regular work cycle or that required a result of either mandatory assignment or call back to duty shall receive payment at time and one-half or may take as compensatory time.
- C. Employees may accrue up to sixty (60) hours of compensatory time. **Prior to any pay increase, compensatory time will be paid out at the employee's regular hourly rate so that it does not unduly disrupt the operations of the agency. The regular hourly rate is exclusive of any incentives or special payments.**

ARTICLE 16

SHIFT BID PROCESS AND SENIORITY

SECTION I

The current squad makeup of the Zephyrhills Police Department is four patrol squads {Two "dayshift" squads and two "nightshift" squads), consisting of a sergeant (shift supervisor), and two or more subordinate officers. The K-9 officers are regularly assigned on the night shift. The FOP will be advised of any changes in the reorganization or staffing of the Shifts/Squads thirty (30) days prior to implementation where operationally feasible and then as soon as possible.

Both parties agree that matters involving the shift bid process and seniority affecting members of the bargaining unit will be conducted in accordance with applicable directives. This process shall apply to all sworn personnel assigned to a uniform patrol assignment.

Shift bids will run approximately one (1) year until bidding the following December.

Definitions

Bid: The process of requesting the desired shift assignment.

Seniority: Seniority is defined as total length of continuous service with the City of Zephyrhills and/or the Zephyrhills Police Department.

Total City Seniority: The total length of continuous service as a full-time employee within the employment of the City of Zephyrhills.

Departmental Seniority: The total length of continuous service as a full-time sworn employee with the Zephyrhills Police Department.

Continuous Service: The period of employment not interrupted by resignation, voluntary demotion to non-sworn or part-time position, dismissal, retirement, quitting without notice, or any other termination of employment. Time spent greater than thirty (30) calendar days on a leave of absence or layoff shall not be credited in the calculation of seniority dates.

SECTION II

In December of each year, seniority lists, sorted by rank, shall be posted for review and verification by sergeants. Sergeants who are on probation will not be allowed to participate in the bid process and will be assigned by the Chief or his designee an area of assignment on an annual basis during December of each year. The bid process may result in displacement depending on seniority scores. All matters pertaining to the shift bid process and seniority that affects Officers of the bargaining

unit remain subject to the approval of the Chief or his designee. The Chief or his designee retains the right to create or change special assignments, shifts, details, and/or place sergeants with specialized skills in designated positions as deemed necessary by the Chief or his designee. The Chief or his designee retains the right to change assignments, shifts, details, and/or duties of any sergeant to accommodate operational or administrative needs. The City agrees to accept the bids as a preference of the employee and will make every reasonable effort to accommodate such preference.

ARTICLE 17

EXTRA-DUTY ASSIGNMENT

SECTION I

Definitions

Extra-Duty Services: A service performed by a sworn officer working in a police or security related capacity for private user.

Private User: Any club, organization, company, association, or other group or individual who has requested the services of off-duty police officers to work approved functions on an overtime basis.

SECTION II

All extra-duty service opportunities will be posted on designated department bulletin boards. Assignments to extra-duty work will be made pursuant to applicable department and City rules and procedures.

No private arrangements between an employee and private user or in-kind services in lieu of payment will be permitted.

All assignments must receive approval from the Chief of Police or designee.

SECTION III

While performing extra-duty services, the employee will be under the direct control and supervision of the Police Department. Employees may only perform services that are considered normal police functions.

The employee on extra-duty assignments must be in Police uniform and will make an official police record of all incidents that require his/her attention.

Employees providing approved non-departmental extra duty under this section will be considered "on-duty" if they are required to take law enforcement action involving the use of force and/or arrest in the course of the approved non-departmental extra duty assignment. The employee assigned extra duty shall ensure that the Patrol Supervisor on duty is made aware of the particulars concerning his extra duty assignment and will refer to him any matter not otherwise covered by instructions. The on-duty Patrol Supervisor for the employee's adherence to the established policies.

- A. The employee will be placed in an "on-duty" status by the supervisor on duty as of the time the action commences.
- B. The City will pay the employee from the moment law enforcement action involving the use of force or arrest begins. Any reimbursement to be collected by the employee from the non-departmental source after that time will be turned over to the city.

SECTION IV

All ~~non-alcohol~~ extra duty assignments will be paid at the minimum rate of thirty-eight (\$38.00) dollars per hour ~~for an officer~~ with a minimum of three (3) hours pay. ~~All non-City of Zephyrhills sponsored alcohol extra duty assignments will be paid at the minimum rate of forty-three (\$43.00) dollars per hour with a minimum of three (3) hours pay.~~ All money earned from extra duty will be paid by the payer to the city finance department. The officer will be paid thirty-five (\$35.00) dollars per hours worked ~~and for non-alcohol events and paid forty (\$40.00) per hours worked for alcohol events while~~ three (\$3.00) dollars per hour will be paid to the city for the use of the city vehicle.

Based on the needs of the Department if staffing allows, the Officers can work details outside of the city at the discretion of the Chief of Police or his/her designee. Unless otherwise agreed upon by the Chief or his/her designee, the officer will receive compensation by the hosting jurisdiction and at the hosting jurisdiction's extra duty rate of pay.

ARTICLE 18
COURT/CALL BACK

SECTION I

Court Time

Court Time: An appearance during an employee's off-duty time in court required by a subpoena.

The employee shall receive a minimum of two (2) hours pay for courtattendance.

SECTION II

Appearances

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited.

If treated as separate appearances, the employee will be guaranteed a two (2) hour minimum credit for additional appearances providing there is a two (2) hour lapse between the subpoena release and a subsequent subpoenaed appearance.

ARTICLE 19
PROBATIONARY PERIODS

SECTION I

A new employee must successfully complete a twelve (12) month probationary period from date of being sworn in. Effective the date of promotion, sergeants must serve a one-year probationary period.

SECTION II

A new employee who has not completed his/her probationary period does not have the right to appeal disciplinary action and may be disciplined, suspended, or dismissed at any time and without just cause.

ARTICLE20

ANNUAL EVALUATIONS

SECTION I

An employee in the bargaining unit shall be evaluated after serving a probationary period. Evaluations used shall be specific to the Police Department. Probationary employees shall be evaluated quarterly. Sergeants will be evaluated at the sixth and twelfth month after promotion.

SECTION II

An employee whose overall performance rating is unsatisfactory will be reevaluated at the end of ninety (90) days. If the employee's performance does not improve to a satisfactory rating, action may be taken to demote or terminate the employee.

ARTICLE21

WORKERS COMPENSATION

Workers compensation will be conducted according to Florida State law and the City of Zephyrhills Policy and Procedure Manual.

ARTICLE22

INSURANCE

Employees will be afforded the opportunity to participate in any health and life insurance plans, as amended from time to time, in the same manner as and under the same terms, conditions and costs as the City offers to other City employees.

ARTICLE23

VACATION LEAVE

Eligibility and Rate of Accrual

Each regular full-time employee will accrue annual leave with pay on the following basis:

Hours per Month

Less than 5 full years: 7 hours

6th through 10th: 9 hours

11th through 15th: 11 hours

16th through 20th: 13 hours

21st through 25th: 15 hours

26 or more: 17 hours

Annual leave is computed using the employee's employment anniversary date. Annual leave will be computed during the year on a prorated basis. Annual leave will be earned only when an employee is on an active pay status.

Charging Annual Leave

Annual leave, except in the case of FMLA leave (smallest increment possible), will be charged in increments of not less than one-quarter (1/4) hour. Holidays which occur during the period selected for annual leave shall be charged against holiday leave and not to annual leave. Annual leave may be taken as it is earned on a monthly basis, except that probationary employees are not eligible to take annual leave until placed on regular employee status.

Request for Annual Leave

- A. Annual leave may be taken only after approval by the Department Manager. Supervisors will arrange annual schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.
- B. Annual leave may be used only as earned.
- C. Annual leave requests will be made on the appropriate form by the employee and submitted to the supervisor for approval and submission to the Department Manager.
- D. Requests for annual leave more than 120 consecutive hours will not normally be approved.

SERGEANTS

- E. Where two (2) or more employees request the same vacation period, the employee with the most Department seniority will be given preference; provided, where a junior employee's vacation time has already been approved, it will not be changed without his agreement to accommodate a more senior employee.

Carryover of Annual Leave

Employees are expected to take their annual leave and will be paid for accrued but unused annual leave only upon termination. Employees may accumulate up to a maximum of 320 hours of annual leave. Leave more than the maximum will be converted to sick leave on September 30 each year.

Employees will be paid for unused annual leave upon termination of employment.

Payment will be made at the employee's pay rate at time of termination.

Once an employee, having 25 years or more of service, elects to resign, retire and/or enter into the DROP Program and provides the City with a 12-month written notice, he or she may carry over all accrued annual leave into the next budget year and continue to accrue annual leave up to the maximum number of hours allowed by the Florida Retirement System (currently 500 hours). This shall be effective retroactively back to 07/01/01.

Use of Annual Leave

- A. Vacation Leave.
- B. Absences for transacting personal business, which cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the City as official holidays.
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- E. For uncovered portions of absences due to death of a person other than a member of the employee's immediate family.
- F. Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- G. Any approved uncompensated leave of absence, including leaves under the FMLA.
- H. For approved emergency leave beyond that paid under Section 18 of City's Policy and Procedure Manual.
- I. To supplement Workers' Compensation approved leaves after accumulated sick leave is exhausted; providing the total compensation received from all sources by the employee, including Workers' Compensation shall be no more than forty (40) times the employee's straight time hourly rate of pay.
- J. May be used in lieu of suspension time at the discretion of the Police Chief. Request must be made in writing to the Chief prior to the first day of suspension.

ARTICLE 24

SICK LEAVE

Eligibility

Sick leave, whether paid or unpaid, shall apply to leaves for sickness, injury or disability that are not covered by workers' compensation. Sickness, injury or disability for pregnancy, childbirth, or related disabilities shall be treated the same as other sicknesses, injuries or disabilities.

Bargaining unit members are eligible for paid sick leave for absences due to sickness or injury, provided, upon request, they present evidence, including a medical doctor's excuse, if requested, satisfactory to their Department Manager to establish their absence was due to a bona fide sickness or injury.

Employees on sick leave, whether paid or unpaid, or leave due to a job-related illness or injury shall not engage in any work, including work at second or other jobs at home or elsewhere, without permission of the City Manager, or his designee. Violation of this subsection shall be cause for immediate termination.

Rate of Accrual

Regular full-time employees shall be eligible to receive eight (8) hours of paid sick leave per month.

Paid sick leave shall accrue during any pay period when the employee is on active pay status.

Charging Leave

Sick leave taken shall be recorded, charged and paid in one-half (1/2) hour increments unless it is FMLA time as well. Then, the smallest increment chargeable will be used.

Paid holidays, which occur during a paid sick leave, shall not be chargeable to sick leave.

Request for Sick Leave

To receive compensation while absent on sick leave, the employee shall notify his Supervisor/Department Manager prior to the scheduled reporting time, giving the reason for the absence and the expected period of absence in accordance with department regulations. The Department Manager may waive this provision if the employee submits evidence that it was impossible to give such notification. This procedure must be followed for each day of absence, unless prior approval is given by the Department Manager.

Return from Sick Leave

Upon returning to work, the employee must submit a leave slip to his supervisor or Department Manager. At the option of the City, the employee may be required to supply medical release from a doctor acceptable to the City to return to work from sick or disability leave whether the leave was with or without pay.

- A. An employee who is released from sick leave and who wishes to return to work shall notify the City. If the leave was less than thirty (30) days beyond pay status, the employee shall be placed in the job he held before the leave and there shall be no adjustment of his anniversary date or City or classification seniority date.
- B. Subject to applicable law, if the leave was longer than thirty (30) days beyond pay status, the employee will be given his job or a substantially equivalent job that is vacant if he is qualified to perform all the essential requirements of the vacant job. If the absence was due to a legally recognized disability, reasonable accommodation that will not cause undue hardship to the City will be offered. Adjustments of his anniversary date, City, departmental and classification seniority dates shall be as provided for other unpaid leaves under Article 16.
- C. The Department Manager, with approval of the City Manager, may make exceptions to the above for operational reasons upon the request of the employee.

Use

Paid sick leave may be used provided it is approved for the following purposes:

- A. Unlimited for bona fide sickness, injury or disability off the job of the employee. Medical, dental, optical or chiropractic examination or treatment which cannot be scheduled during non-duty hours.
- B. Up to one hundred twenty (120) work days for serious illness of a member of the employee's immediate family, which requires the personal care or attention of the employee, or up to ten (10) working days for the death of a member of the employee's immediate family.
- C. An unpaid leave under the FMLA.
- D. For extra annual leave as provided in Section 17.07 of the City's Policy and Procedure Manual.
- E. To supplement Workers' Compensation, but not more than necessary to cover the employee's regular schedule times his normal hourly rate.

Use of sick leave for any purpose not specified above may be considered misconduct and result in disciplinary action.

Conversion to Annual Leave

When an employee has accrued four hundred eighty (480) hours of sick leave, they may convert any excess number of hours over the threshold to annual leave at a rate of two (2) hours of sick leave for one (1) hour of annual leave. This conversion will take place on 9/30 of each year.

There is no limit on the amount of sick leave an employee may accrue for the uses provided in

Section 17.06 of the City's Policy and Procedure Manual.

Sick Leave Incentive

In order to encourage employees to judiciously utilize sick leave benefits and to recognize those employees who have accrued large amounts of unused sick leave, payment will be made upon termination of employment based on the following:

Years of Continuous Service and Payment (% of accrued leave) Upon Termination or

Retirement Less than 5 full years (20%)

6th through 10th year (30%)

11th through 15th year (40%)

16th through 20th year (45%)

21st through 25th year (50%)

26 or more (55%)

Payment will be made at the employee's pay rate at the time of termination or retirement.

Sick Leave Sharing

- A. Employees who have extended illness and have exhausted all sick leave and vacation leave may be eligible for sick leave sharing.
- B. Sharing of sick leave may only be used for the personal illness or injury of another employee of the City.
- C. Request to transfer sick leave must be completed by the employee and submitted to the Department Manager.

Light Duty

If an employee is released by a physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City, which the employee can perform in accordance with applicable law, will result in termination of employment.

ARTICLE25

MILITARY LEAVE

A military leave of absence will be provided to employees who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. To be eligible for military leave, advance notice of the need for leave is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees who are on military leave will be afforded all rights provided them by applicable laws while on duty and reinstatement rights as provided under those laws.

All questions regarding military leave should be directed to the Director of Administrative Services.

SERGEANTS

ARTICLE 26

HOLIDAY SCHEDULE AND HOLIDAY PAY

The City shall provide Holiday leave to all members of the bargaining unit at the same rate provided other City employees. The procedures for earning and use of Holiday leave is defined within the City of Zephyrhills Employee Policy and Procedures Manual and governed in use by the Zephyrhills Police Department Standard Operations Manual.

In addition to the Holiday Schedule, the City agrees to afford employees of this bargaining unit with one (1) personal day. The use and procedures for use of this personal day is described as follows:

Personal Day

- A. Each member is permitted the use of one personal day up to twelve (12) hours per year. Members will not be allowed to work their personal day for overtime benefits as other holidays permit.
- B. The member shall declare his/her personal day with as much advanced notice as possible.
- C. Two or more officers in the same unit cannot declare the same day as their personal day.
- D. Where there are conflicts, the personal day shall be awarded to the person most senior and the non-prevailing member will re-submit their leave request form for the personal day for which they choose.

ARTICLE27

SUBSTANCE ABUSE TESTING

Substance Abuse testing will be conducted according to **Florida State law** and the City of Zephyrhills Policy and Procedure Manual.

ARTICLE28

WAGES

SECTION I

Salary Adjustments

Fiscal Year 2021/2022

A. All non-probationary employees holding full-time positions as of September 30, 2021, and on active pay status, will receive a 3% pay increase for fiscal year 2021/2022 as approved by City Council.

1. **Wage Increases for Fiscal Year 2021/2022 and Beyond.** The City agrees to implement a compensation plan in which sergeants receive pay increases contingent upon pay increases approved by City Council for other City employees. Specifically, if the City Council approves a wage increase for the year, sergeants will receive the wage increase approved by the City Council for other City employees.
2. Sergeants will not be eligible for any wage increase under this section in any year in which the City Council does not agree to a general wage increase for other City employees, the parties agree that sergeants shall not be entitled to any other wage or step increases.

B. **Wage Rates for New Sergeants.** Starting salaries for newly-promoted sergeants will be equal to 5% over their current base salary or the established minimum salary for sergeants, whichever is greater.

C. **Bonus for Topped Out Sergeants.** Maximum base salary for sergeants shall be \$72,148.00. Sergeants who reach the maximum salary will receive a bonus in lieu of any City Council-approved wage increase, with the amount of the bonus determined in the same manner as wage increases are determined under **subparagraph (A1)**.

ARTICLE29
SPECIAL PAYMENTS

SECTION I

Members of the bargaining unit may be compensated as determined by the Chief of Police for extraordinary duty assignments as set forth below. This is in recognition of the unique call to duty inherent with this assignment and their likeliness to be subject to call as needed for their specialized position. Should a sergeant be designated to train a new officer, the sergeant would be entitled to the same assignment pay as a Field Training Officer. Likewise, if a sergeant is designated as a commander of CID, SRO, or K-9 unit, they would be entitled to the same assignment pay as a detective, SRO or K-9 officer. **All assignment pay is calculated in excess of an employee's hourly rate of pay excluding any premiums, incentives, add-ons or rollups.**

Assignment Pay

- A. Field Training Officers will receive an additional five percent (5%) assignment pay to their basic rate of pay only while training a new officer.
- B. Those officers (while in grade) assigned to the CID unit will receive an additional five percent (5%) to their basic rate of pay.
- C. Those officers (while in grade) assigned to the SRO unit will receive an additional five percent (5%) to their basic rate of pay.
- D. Those officers (while in grade) assigned to the K-9 unit will receive an additional five percent (5%) to their basic rate of pay.

SERGEANTS

ARTICLE 30

TEMPORARY ACTING APPOINTMENTS

Temporary acting appointment of Sergeants to Lieutenant or Captain Classifications shall be documented and conducted in accordance with official directives as well as City Policy and Procedures. Any sergeant who is formally assigned, in writing by the Police Chief or designee, to act in the rank of Lieutenant **or Captain for a period of fourteen (14) continuous working days or more** shall receive a rate increase of five percent (5%) ~~for each day~~ **retroactive** to the first day in which he or she is formally assigned to the temporary acting Lieutenant **or Captain** assignment. However, officers receiving assignment pay is not eligible for temporary acting appointment pay.

The Employer shall determine the necessity to begin or end all temporary acting appointments of Police Officers. Nothing contained in this article shall preclude the Employer from terminating the temporary acting appointment of any Officer at any time based on operational or administrative needs.

SERGEANTS

ARTICLE 31

ADDITIONAL BENEFITS

SECTION I

Tuition Reimbursement

If funding is available, the City of Zephyrhills shall provide tuition aid reimbursement for admission examination, books and/or tuition fees of a maximum of \$2500 per fiscal year per officer provided the curricula degree is job related.

The tuition aid may include on-line classes. Each course must be approved in advance by the Chief as being job related. Correspondence courses will be considered only when a similar course is not available locally. Reimbursement for courses in which letter grades are issued will be 100% if successfully passing for letter grades of "A", ¹¹B". A grade of "C" will be reimbursed at the 50% rate. Reimbursement for courses in which letter grades are not issued will be in the following manner: Satisfactory 100%, Unsatisfactory 0%. Sworn officers who do not remain with the City for a period of two (2) years after completion of a course shall reimburse the City on a pro-rated basis.

SECTION II

On-Call Procedures

The parties recognize that in certain assignments the availability of on-call personnel is essential to the proper performance of police work. Accordingly, if implemented, the City shall have the right to establish on-call procedures for sergeants and patrol officers. All sergeants and officers required to participate in the on-call sign up list shall receive two (2) hours for each day they are assigned on-call. If called in to work, the sergeant or officer shall be compensated at the overtime rate for all hours worked. This section does not apply to detective sergeants. The language in this section specifically applies to patrol sergeants and officers who are designated as on-call for certain staffing or emergency situations. Detective sergeants being on-call is considered part of their regular duties. However, should a detective sergeant be called in for duty outside of his or her scheduled shift, they shall be compensated at the overtime rate for all hours worked.

SERGEANTS

SECTION III

Recall Pay

Any officer who is recalled to duty after having left for the day, or on a regularly scheduled day off, or vacation day, or more than three (3) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of four (4) hours of pay.

SECTION IV

Bulletproof Vests

The City shall provide all the officers with a current threat level bulletproof vest that meets or exceeds the threat level of the department issued weapon that they carry on duty.

SECTION V

Boot Allowance

Employees will be entitled to the issuance of boots as needed but not to exceed one (1) pair per fiscal year. Employees assigned to the K-9 unit will be entitled to the issuance of boots as needed but not to exceed two (2) pairs per fiscal year. The purchase of the boots shall not exceed \$100 in price. Any cost over the \$100 purchase price shall be the responsibility of the employee. Boots shall be purchased from a vendor approved by the City.

SECTION VI

Take-Home Vehicle

The Zephyrhills Police Department will initiate and continue a take-home vehicle policy for all sworn personnel. The take-home car program will begin with vehicles being assigned to officers who have successfully completed the Field Training program. The distance is to be measured from the end of their home driveway to the Zephyrhills Police Department facility.

The authorized driving distance from the police department shall be the following:

- A. Twenty (20) road miles or less, no officer contribution.
- B. In distances over twenty road miles, but less than thirty road miles, the assigned officer agrees to compensate the City at a rate of twelve dollars and fifty cents (\$12.50) bi-weekly or twenty-five dollars (\$25.00) a month.
- C. In distances over thirty road miles, but less than forty road miles, the assigned officer agrees to compensate the City at a rate of twenty-five dollars (\$25.00) bi-weekly or fifty dollars (\$50.00) a month.
- D. Officers who live more than 40 road miles from ZPD Headquarters who meet the other criteria listed above, may, with prior approval of the Chief of Police or his designee, park their assigned vehicle at an approved location within 40 road miles from ZPD Headquarters and travel the

SERGEANTS

remaining distance to their home by other means. The officer will compensate the city as outlined in section "C" above.

- E. An "approved location" is defined as a public safety or emergency services facility operated by a Government (Fire station, Sheriff or Police station, or EMS/Ambulance station) that is staffed twenty-four hours a day, seven days a week. An agreement signed by the Chief of Police or designee and an authorized signer from the approved facility must be received prior to parking the vehicle at the "approved facility."

The mileage contribution by the assigned Officer will be deducted by payroll during the time a vehicle is utilized. If the use of a vehicle is terminated or suspended for two pay periods, the contribution will cease.

The determination for the assignment of department vehicle will be made by the Chief or his/her designee at a time deemed applicable upon employment.

The denial of a take-home car for disciplinary reasons shall be grievable as any other type of discipline.

SERGEANTS

ARTICLE 32

ENTIRE AGREEMENT

SECTION I

The City and the FOP acknowledge that, during negotiations, which resulted in this Agreement, each party had the right and opportunity to make proposals with respect to all subjects/matters not removed by law from the scope of collective bargaining. The subsequent understandings and agreements arrived at by the City and the FOP, after the exercise of such right and opportunity, are set forth in this Agreement. This Agreement supersedes and cancels all prior practices and agreements.

SECTION II

The City and the FOP for the duration of the Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless otherwise provided for herein. This section shall not be construed to limit the City from making changes to terms and conditions of employment as to topics not covered in this Agreement, provided such changes do not conflict with any provision of this Agreement.

SERGEANTS

ARTICLE 33

DURATION AND TERMINATION

This Agreement shall be in full force and effect as of the date it is ratified by both parties and shall terminate on October 1, 2024. The parties agree that any wage increase provisions contained in this Agreement, or negotiated during the term of this Agreement, are not applicable after expiration of the Agreement. Employees have no expectation of any increase of their wages, including increases based on merit, COLAs, steps or otherwise, after the date of termination of this Agreement. Both parties may re-open four (4) Articles and Wages for 2022-2023 and 2023-2024.

The foregoing Collective Bargaining Agreement for Sergeants was ratified by the members of the Collective Bargaining Unit on September 21, 2021.

The foregoing Collective Bargaining Agreement for Sergeants has been ratified by the City Council of the City of Zephyrhills on September 27, 2021.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed by their authorized representatives.

CITY OF ZEPHYRHILLS

FLORIDA STATE LODGE FRATERNAL
ORDER OF POLICE, INC.

By: _____
Print Name: Alan Knight
Title: City Council President

By: _____
Print Name: William Lawless
Title: Staff Representative

Signature of Witness

Signature of Witness

Print Name
By: _
Print Name: William Poe
Title: City Manager

Print Name
Date: _____

Signature of Witness

Print Name
Date: September 27, 2021

CITY OF ZEPHYRHILLS POLICE
DEPARTMENT AND FLORIDA STATE
LODGE FRATERNAL ORDER OF
POLICE, INC.

Collective Bargaining Agreement for Sergeants

2021-2024

Table of Contents

ARTICLE 1	PREAMBLE	p.4
ARTICLE 2	RECOGNITION	p.5
ARTICLE 3	PROHIBITION OF STRIKES	p.6
ARTICLE 4	NON-DISCRIMINATION	p. 7
ARTICLE 5	RULES AND REGULATIONS	p. 8-9
ARTICLE 6	LABOR MANAGEMENT COMMITTEE	p.10
ARTICLE 7	DUES DEDUCTION	p. 11-12
ARTICLE 8	BULLETIN BOARDS	p. 13
ARTICLE 9	FOP BUSINESS	p. 14
ARTICLE 10	LEAVE BANK	p.15
ARTICLE 11	GRIEVANCE AND ARBITRATION PROCEDURES	p. 16-19
ARTICLE 12	LAYOFF AND RECALL	p. 20-21
ARTICLE 13	FORMAL INVESTIGATIONS	p.22
ARTICLE 14	DISCIPLINE	p.23
ARTICLE 15	HOURS OF WORK AND OVERTIME	p.24
ARTICLE 16	SHJFT BID PROCESS/SENIORITY	p. 25-26
ARTICLE 17	EXTRA DUTY ASSIGNMENTS	p. 27-28
ARTICLE 18	COURT/CALL BACK	p.29
ARTICLE 19	PROBATIONARY PERIODS	p.30
ARTICLE 20	ANNUAL EVALUATIONS	p.31
ARTICLE 21	WORKERS COMPENSATION	p. 32-33
ARTICLE 22	INSURANCE	p.34
ARTICLE 23	VACATION LEAVE	p. 35-36

ARTICLE 24 SICK LEAVE	p. 37-40
ARTICLE 25 MILITARY LEAVE	p.41
ARTICLE 26 HOLIDAY SCHEDULES	p.42
ARTICLE 27 SUBSTANCE ABUSE TESTING	p.43
ARTICLE 28 WAGES	p. 44-45
ARTICLE 29 SPECIAL PAYMENTS	p.46
ARTICLE 30 TEMPORARY AND ACTING APPOINTMENTS	p.47
ARTICLE 31 ADDITIONAL BENEFITS	p. 48-50
ARTICLE 32 ENTIRE AGREEMENT	p.51
ARTICLE 33 DURATION AND TERMINATION	p.52

ARTICLE 1

PREAMBLE

SECTION 1

This agreement is entered into by the City of Zephyrhills, Florida, hereinafter referred to as the "City" and the Florida State Lodge Fraternal Order of Police, Inc., herein referred to as the "FOP." The purpose of this written Agreement is to promote harmonious relations between the City and the FOP; to establish an orderly procedure to settle differences that might arise; and to set forth the agreement between the parties concerning rates of pay, hours of work, and other conditions of employment.

SECTION II

When this Agreement does not speak to a subject, the City's Personnel Rules and Regulations shall apply. In the event the Agreement or the Personnel Rules and Regulation do not apply, then the written Police Department Policies and Procedures shall apply.

ARTICLE2

RECOGNITION: SERGEANTS

SECTION I

For the purpose set forth in Chapter 447, Part II, Florida Statutes, the City recognizes the FOP as the sole and exclusive collective bargaining agent as certified {Certification number 1572), by the Florida Public Employees Relations Commission (PERC) of full time Sworn Law Enforcement Officers within the bargaining unit that hold the rank of sergeant.

SECTION II

In its discretion, the Employer may enter into collateral agreements with individuals regarding the performance of duties outside the Police Department, and in entering into such agreements; the Employer shall not be obligated to negotiate with the FOP regarding wages, hours, or other conditions of employment applicable to such other or additional duties.

SECTION III

The FOP recognizes the city manager and his or her designees as the representatives of the City in all matters regarding negotiations and administration of this Agreement and the wages, hours and working conditions of bargaining unit employees as provided in Article 11. Neither FOP representatives nor employees shall deal with members of the City Council concerning these matters.

ARTICLE3

PROHIBITION OF STRIKES

SECTION I

The FOP officers, representatives, agents, members, employees covered by this Agreement shall not engage in, instigate, or support:

- A. Strike.
- B. Concerted failure to report for duty.
- C. Concerted stoppage of work.
- D. Concerted submission of resignations.

SECTION II

No employee or group of employees, in the furtherance of strike or work stoppage, shall participate in:

- A. A deliberate and concerted course of conduct that adversely affects the services of the City.
- B. The concerted failure to report for work after the expiration of the Collective Bargaining Agreement.
- C. Disorderly conduct or other illegal picketing or hand billing of any City facility, office or premises, as provided in Chapter 447, Florida Statutes or any other law.

ARTICLE4
NON-DISCRIMINATION

SECTION I

The City and the FOP specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, marital status, sexual preference, membership or non-membership in labor organization, age or disability, as provided by law; except that the FOP shall not be required to process grievances or provide services for employees who are not members of the organization.

SECTION II

Any violation as outlined in section I above will be filed in the court that has jurisdiction. The above shall not be part of the grievance procedure.

ARTICLE 5
RULES AND REGULATIONS

SECTION I

The FOP agrees that its members shall comply with all written Police Department rules and regulations (Written Directive System) and City of Zephyrhills Personnel Policies and Procedure Manual, including, but not limited to those relating to conduct and work performance. The FOP agrees to bargaining unit member compliance to the above policies and procedures from the effective date of this Agreement. The City agrees not to seek indemnification from the FOP from any civil actions arising from the failure to follow the above-mentioned policies by a member.

SECTION II

Representatives of the FOP will be allowed to have input into any changes in any future rules prior to implementation of any such rule or change. The FOP recognizes the right and responsibility of the City to review and improve or change any policy or procedure for the betterment of the Police Department. Furthermore, the FOP also recognizes the potential need for the City to add or delete policies and procedures as the need arises. The City agrees to notify the FOP in writing at least ten (10) calendar days prior to any police modification affecting the Written Directive System of the Zephyrhills Police Department, the City of Zephyrhills Personnel Policies, and Procedures Manual for discussing such modifications. However, when the city manager determines it is operationally necessary for the immediate issuance of any policy or procedure, the city manager will immediately notify the FOP. The Department and the City retain the right to make the final decision of promulgation and implementation of any rules or regulations not consistent with this Agreement, except for those modifications that would not have been made but for retaliatory and punitive motives.

SECTION III

It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

SECTION IV

Except where expressly modified by any provision of this Agreement, the Written Directive System (SOP) of the Zephyrhills Police Department and the City of Zephyrhills Personnel Policies and Procedures Manual (PPM) shall apply to bargaining unit employees provided if, in conflict with this Agreement, this agreement shall prevail. Any of the Police Department or City rules in conflict with this Agreement shall be of no force and effect.

SECTION V

Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the FOP provided in the grievance and arbitration provisions of this Agreement.

ARTICLE 6
LABOR MANAGEMENT COMMITTEE

SECTION I

The Labor Management Committee shall consist of the following:

Two (2) representatives designated by the FOP.

The Chief of Police or his/her designee.

The Committee shall meet as needed at the request of the FOP or the Chief of Police as mutually agreed upon. The function of the Committee shall be to discuss general matters pertaining to employee relations and department operation. The FOP shall furnish to the Chief of Police an agenda of items to be addressed at least seven (7) days in advance of the meeting. The FOP representatives will attend meetings on duty with authorization from the Chief of Police or his designee. The committee shall not engage in collective bargaining or the resolution of grievances. The committee shall not have the authority to change, delete, or modify any of the terms of this agreement.

ARTICLE 7
DUES DEDUCTIONS

SECTION I

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying FOP membership dues and standard bargaining unit-wide assessments. No authorization shall be allowed for payment of FOP initiation fees, special assessments, fines or penalties.

SECTION II

The FOP will initially notify the City as to the amount of dues. Such notification will be presented to the City in writing over the signature of an authorized officer of the FOP on said dues deductions form attach as "EXHIBIT A". Changes in FOP membership dues will be similarly certified to the City and shall be done at least sixty (60) days in advance of the effective date of such change. Said monies shall be transmitted/sent to the FOP at 242 Office Plaza, Tallahassee, FL 32301, along with a list of names.

SECTION III

The City will strive for accuracy in providing dues deduction service, both the City and the FOP agree that the claim for and the payment of dues is a matter to be settled between the FOP and its members. Any liability for dues deducted by the City and paid over to the FOP will be borne by the FOP. The FOP will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City as a result of payroll deduction of FOP dues.

SECTION IV

Payroll deduction authorizations are revocable pursuant to Chapter 447.507, Florida Statutes, or at the employee's request upon thirty (30) days written notice to the City and the FOP.

SECTION V

The employee's wages must be sufficient after other legal and required deductions are made to cover amount of appropriate dues, otherwise no deduction shall be made.

SECTION VI

An authorized officer of the FOP will furnish the City and the employee with forms for such individual authorizations and revocations.

SECTION VII

The City may deduct a reasonable administrative fee for collecting and mailing monthly dues for members of the bargaining unit.

ARTICLES

BULLETIN BOARDS

SECTION I

The FOP shall be entitled to one (1) bulletin board, at its own expense, located in the officer's squad room or breakroom. The board is at least two (2) feet by two (2) feet and is exclusively for FOP business.

SECTION II

Copies of all materials that are posted shall be submitted to the Chief or designee prior to posting. A duly recognized officer of the FOP shall sign and post all such notices.

SECTION III

The bulletin board shall be used for posting FOP notices as follows:

- A. Notice of FOP elections and results of such elections
- B. Notice of FOP appointments and other official FOP business
- C. Notices of FOP meetings

SECTION IV

Under no circumstances shall the FOP post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organizations, or which constitutes election campaign material for or against any person, organization, or fraction thereof. The bulletin board will be kept in a clean and orderly appearance, and any material not considered to be of a permanent nature will be purged every thirty (30) days.

SECTION V

The Chief of Police or designee shall promptly remove any notices found on the bulletin board that violate any sections of this Article.

ARTICLE9

FOP BUSINESS

SECTION I

The FOP representative or unit employee shall not leave his/her post/workstation to investigate, present, handle or settle grievances, or act in administration of the collective bargain in agreement without permission of the Chief of Police or designee. An employee shall not conduct the aforementioned during his/her assigned work hours without the consent of the Chief of Police or designee. Such permission will not be unreasonably denied, based on the department's needs when the request is made. The FOP representative shall be granted FOP leave bank, vacation leave, comp time or leave without pay during the representative's regularly scheduled shift.

The FOP representative will give the Chief of Police or designee, at least twenty-four (24) hours of advanced notice of requested leave for matters relating to grievance administration of the collective bargaining agreement, except in an emergency. During collective bargaining, the City will make a reasonable attempt to schedule meetings so that employee bargaining representatives may bargain with the City during their off-duty time.

SECTION II

The Chief of Police or designee should be available at reasonable times to meet with FOP representatives on matters of mutual concern. Reasonable accommodations will be made for any affected officer's work schedule.

ARTICLE 10

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. LEAVE BANK

SECTION I

All bargaining unit dues-paying members shall contribute a minimum of three (3) earned vacation leave hours to the Florida State Lodge Fraternal Order of Police, Inc., leave bank effective October 1 of each year with a cap of 150 hours. Each employee shall authorize by signing and submitting a leave request form. The accrual or use of Union pool time cannot create overtime, directly or indirectly.

SECTION II

The FOP will establish a leave account for the purpose of enabling FOP members to attend education and FOP conferences, seminars, union negotiations, and meetings without loss of pay or benefits provided there is an adequate balance in the FOP leave account. All requests must be submitted in writing and approved by the Chief of Police or designee.

SECTION III

An employee representative shall not be allowed to utilize leave from the bank more than the time available in the leave bank at the time of withdrawal. The City shall not be liable for any FOP leave used more than the balance in the bank.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION I

In a mutual effort to provide harmonious working relations between the parties of this Agreement, the parties agree that there shall be a procedure for the resolution of grievances arising from the application of interpretation of this Agreement.

With prior approval of the Chief of Police or designee, an FOP representative will be allowed FOP leave bank or leave without pay for investigating, presenting and appealing grievances. The performance of this function by an FOP representative shall in no way interrupt or interfere with the normal functioning of the Department.

The FOP shall designate two (2) representatives, plus, the state staff representative. An employee will not be recognized as an FOP representative until the FOP has notified the City in writing of his/her identity. It is the responsibility of the FOP to keep the City informed by written notice as to any changes made regarding such individuals.

For the purposes of the Article, a business day is defined as Monday through Friday excluding holidays.

SECTION II

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement and during the term of this Agreement, to include but not limited to suspension, demotion or termination. No other matter shall be considered a grievance or shall be the subject of arbitration. This paragraph shall be construed to exclude all other matters not meeting the definition of a grievance set forth herein.

SECTION III

Every effort will be made by the employees, FOP, and the City to resolve a grievance informally and promptly at the first step with his/her immediate supervisor. An employee may be assisted or represented by an FOP representative or designee (e.g., Lawyer) at his/her discretion at each step of the grievance procedure.

SECTION IV

The FOP may submit a grievance under this Article as a general or class action grievance. Any class action grievance shall be initially submitted to the Chief of Police or designee at (Step II).

Step 1

The aggrieved employee may, with or without FOP representation, submit a written grievance to the operations lieutenant within ten (10) business days of the occurrence of the matter giving rise to the grievance. In the event the aggrieved employee is unable to submit a written grievance within said ten (10) business days, the aggrieved or his/her representative may request an extension in writing prior to said ten (10) business days to be hand delivered or faxed to the operations lieutenant. The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance, including date of occurrence, details, and facts upon which the grievance is based.
2. The specific Article and Section of the Agreement alleged to have been violated.
3. The action, remedy, or solution requested by the employee.
4. The signature of the aggrieved employee and, if applicable, the FOP representative.
5. The reason for the rejection of the management's answer (if appealed).
6. The date submitted.

The operations lieutenant will hold a meeting within five (5) business days after receiving the grievance, and within five (5) business days after the meeting is held, the operations lieutenant will give an answer in writing to the grievant.

Step 2

If the grievance is not resolved at Step 1, the grievant may submit a written appeal to the Captain within five (5) business days after receiving a written response from the operations lieutenant. The Captain shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within five (5) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The Captain shall notify the employee of his decision in writing no later than five (5) business days following the meeting date.

Step 3

If the grievant is not satisfied with the response of the Captain, the grievance appeal may be submitted in writing to the Chief of Police within five (5) business days after receipt of the response from the Captain. The Chief shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within five (5) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The Chief of Police shall notify the employee of his decision in writing no later than five (5) business days following the meeting date.

Step 4

If the grievant is not satisfied with the response of the Chief of Police or designee, the grievance appeal may be submitted in writing to the City Manager within ten (10) business days after receipt of the response from the Chief of Police or designee. The City Manager shall review the facts concerning the alleged grievance and shall meet with the aggrieved employee within ten (10) business days following receipt of the written grievance. An FOP representative may accompany the aggrieved employee at his option at this meeting. The City Manager shall notify the employee of this decision in writing no later than ten (10) working days following the meeting date.

Time Limit

A grievance is conclusively waived and abandoned under this Agreement unless it is brought to the City's attention within ten (10) business days of the date, which the grievant knew or should have known of the act or failure to act which has given rise to the grievance.

The time limits of this grievance/arbitration procedure may be extended by written mutual agreement. In the event an extension is required, each party shall give the other party forty-eight (48) hours notice that an extension is being sought. The parties acknowledge that these issues should be handled expeditiously. If the City fails to timely respond to the grievance at any step, the grievance will be considered as if the grievance was denied at that step and the time for advancing the grievance to the next step will be triggered as of the date that the City's response was due. If, at any step, the union or grievant fails to timely advance the grievance or demand arbitration, without obtaining a mutually agreeable written extension, the grievance shall be considered abandoned. An arbitrator shall not have any authority to waive, excuse, or otherwise extend these timelines.

SECTION V

If the grievance is not resolved in Step 4, the FOP may within five (5) business days, submit a request for arbitration to the City Manager.

- A. Only grievances that satisfy each of the following conditions are subject to arbitration hereunder.
 - 1. The written grievance and demand for arbitration clearly identified the section or provisions allegedly violated.
 - 2. A demand for arbitration has been made in writing within ten (10) business days as from and after receiving the City Manager or designee's answer.
 - 3. The grievance was processed with time limits set forth in Section *N*.
- B. Each side shall bear their own attorney fees and costs.
- C. The arbitration procedure is exclusive to the FOP. As permitted by law, no employee advances a grievance to arbitration without the written approval of the FOP, except where applicable law otherwise authorizes a non-member to do so.

ARTICLE 12
LAYOFF AND RECALL

SECTION I

Accrual

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of ninety (90) or more consecutive workdays without pay shall not count towards the accrual of classification seniority unless the law requires otherwise.

Loss of Seniority

An employee shall lose seniority and be terminated from employment as the result of any of the following:

- A. Discharge
- B. Retirement
- C. Voluntary resignation.
- D. Layoff exceeding one (1) year.
- E. Failure to report to the Department Manager the intention to return to work within three (3) calendar days of receipt of the recall notice.
- F. Failure to report from military leave within the time limits prescribed by law or any other leave unless and management has approved the extension in advance.

Layoff Selection

In the event the City decides to lay off employees within a department, the City will first lay off those employed on a part-time, temporary, casual or probationary basis. If further layoffs are necessary, selection among regular full-time shall be inverse order of hire.

Permanent Layoff

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent and the employee(s) laid off shall not be eligible for recall.

Recall

Regular full-time employees laid off pursuant to Section 9.04 of the City's Policy and Procedure Manual, who are recalled by the City within twelve (12) months, shall have their City service, departmental, and job classification seniority restored. However, those employees will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

ARTICLE 13
FORMAL INVESTIGATIONS

SECTION I

Investigations that result concerning the actions of employees covered under this agreement will be conducted by, or under the direction of sworn Zephyrhills Police Department personnel. Formal investigations will be conducted according to the Florida Officers Bill of Rights.

ARTICLE 14

DISCIPLINE

SECTION I

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the FOP encourage to the fullest degree employee behavior, which is positive and supportive of the goals of effective municipal management and public safety. No employee shall be disciplined (terminated, demoted, or suspended) without just cause, except for probationary employees (See Article 20, section II).

SECTION II

Notification of Disciplinary Action

- A. Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits not later than the time provided by law. An officer shall be furnished a copy of the Notice of Disciplinary Action.
- B. No Officer shall be dismissed, demoted, suspended, transferred, or disciplined or denied promotion, transfer or reassignment or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her exercising rights granted in this Agreement.
- C. Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have an FOP representative present. It is the employee's responsibility to notify the FOP of the request for union representation.
- D. Employees or their FOP representative may review, upon reasonable request, any supporting documentation contained in a disciplinary package after completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. This review shall be provided to the employee or FOP representative free of charge upon request.
- E. Disciplinary Action shall be subject to the grievance process and review of just cause.
- F. Annual leave may be used in lieu of suspension time at the discretion of the Chief of Police. Request must be made in writing to the Chief prior to the first day of suspension.

SERGEANTS

ARTICLE 15

HOURS OF WORK AND OVERTIME

SECTION I

Hours of Work

- A. The work period for employees shall consist of a fourteen (14) day cycle.
- B. The work period and schedule for assigned Sergeants will be the modified twelve (12) hour work schedule. It shall be defined as eighty-four (84) hours in a fourteen (14) day work cycle. The Shift is commonly referred to as a "2,2,3," where the Sergeant works two days, is off two days, works three days, off two days, works two days, and is off three days.

Overtime

- A. Employees will receive overtime compensation for all hours actually worked in excess of eighty-four (84) hours in a fourteen (14) day work period at time and one half.
 - B. Overtime worked in a regular work cycle or that required a result of either mandatory assignment or call back to duty shall receive payment at time and one-half or may take as compensatory time.
- A. Employees may accrue up to sixty (60) hours of compensatory time. Prior to any pay increase, compensatory time will be paid out at the employee's regular hourly rate so that it does not unduly disrupt the operations of the agency. The regular hourly rate is exclusive of any incentives or special payments.

ARTICLE 16

SHIFT BID PROCESS AND SENIORITY

SECTION I

The current squad makeup of the Zephyrhills Police Department is four patrol squads {Two "dayshift" squads and two "nightshift" squads), consisting of a sergeant (shift supervisor), and two or more subordinate officers. The K-9 officers are regularly assigned on the night shift. The FOP will be advised of any changes in the reorganization or staffing of the Shifts/Squads thirty (30) days prior to implementation where operationally feasible and then as soon as possible.

Both parties agree that matters involving the shift bid process and seniority affecting members of the bargaining unit will be conducted in accordance with applicable directives. This process shall apply to all sworn personnel assigned to a uniform patrol assignment.

Shift bids will run approximately one (1) year until bidding the following December.

Definitions

Bid: The process of requesting the desired shift assignment.

Seniority: Seniority is defined as total length of continuous service with the City of Zephyrhills and/or the Zephyrhills Police Department.

Total City Seniority: The total length of continuous service as a full-time employee within the employment of the City of Zephyrhills.

Departmental Seniority: The total length of continuous service as a full-time sworn employee with the Zephyrhills Police Department.

Continuous Service: The period of employment not interrupted by resignation, voluntary demotion to non-sworn or part-time position, dismissal, retirement, quitting without notice, or any other termination of employment. Time spent greater than thirty (30) calendar days on a leave of absence or layoff shall not be credited in the calculation of seniority dates.

SECTION II

In December of each year, seniority lists, sorted by rank, shall be posted for review and verification by sergeants. Sergeants who are on probation will not be allowed to participate in the bid process and will be assigned by the Chief or his designee an area of assignment on an annual basis during December of each year. The bid process may result in displacement depending on seniority scores. All matters pertaining to the shift bid process and seniority that affects Officers of the bargaining

unit remain subject to the approval of the Chief or his designee. The Chief or his designee retains the right to create or change special assignments, shifts, details, and/or place sergeants with specialized skills in designated positions as deemed necessary by the Chief or his designee. The Chief or his designee retains the right to change assignments, shifts, details, and/or duties of any sergeant to accommodate operational or administrative needs. The City agrees to accept the bids as a preference of the employee and will make every reasonable effort to accommodate such preference.

ARTICLE 17
EXTRA-DUTY ASSIGNMENT

SECTION I

Definitions

Extra-Duty Services: A service performed by a sworn officer working in a police or security related capacity for private user.

Private User: Any club, organization, company, association, or other group or individual who has requested the services of off-duty police officers to work approved functions on an overtime basis.

SECTION II

All extra-duty service opportunities will be posted on designated department bulletin boards. Assignments to extra-duty work will be made pursuant to applicable department and City rules and procedures.

No private arrangements between an employee and private user or in-kind services in lieu of payment will be permitted.

All assignments must receive approval from the Chief of Police or designee.

SECTION III

While performing extra-duty services, the employee will be under the direct control and supervision of the Police Department. Employees may only perform services that are considered normal police functions.

The employee on extra-duty assignments must be in Police uniform and will make an official police record of all incidents that require his/her attention.

Employees providing approved non-departmental extra duty under this section will be considered "on-duty" if they are required to take law enforcement action involving the use of force and/or arrest in the course of the approved non-departmental extra duty assignment. The employee assigned extra duty shall ensure that the Patrol Supervisor on duty is made aware of the particulars concerning his extra duty assignment and will refer to him any matter not otherwise covered by instructions. The on-duty Patrol Supervisor for the employee's adherence to the established policies.

- A. The employee will be placed in an "on-duty" status by the supervisor on duty as of the time the action commences.
- B. The City will pay the employee from the moment law enforcement action involving the use of force or arrest begins. Any reimbursement to be collected by the employee from the non-departmental source after that time will be turned over to the city.

SECTION IV

All non-alcohol extra duty assignments will be paid at the minimum rate of thirty-eight (\$38.00) dollars per hour with a minimum of three (3) hours pay. All non-City of Zephyrhills sponsored alcohol extra duty assignments will be paid at the minimum rate of forty-three ((\$43.00) dollars per hour with a minimum of three (3) hours pay. All money earned from extra duty will be paid by the payer to the city finance department. The officer will be paid thirty-five (\$35.00) dollars per hours worked for non-alcohol events and paid forty (\$40.00) per hours worked for alcohol events while three (\$3.00) dollars per hour will be paid to the city for the use of the city vehicle.

Based on the needs of the Department if staffing allows, the Officers can work details outside of the city at the discretion of the Chief of Police or his/her designee. Unless otherwise agreed upon by the Chief or his/her designee, the officer will receive compensation by the hosting jurisdiction and at the hosting jurisdiction's extra duty rate of pay.

ARTICLE 18
COURT/CALL BACK

SECTION I

Court Time

Court Time: An appearance during an employee's off-duty time in court required by a subpoena.

The employee shall receive a minimum of two (2) hours pay for court attendance.

SECTION II

Appearances

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited.

If treated as separate appearances, the employee will be guaranteed a two (2) hour minimum credit for additional appearances providing there is a two (2) hour lapse between the subpoena release and a subsequent subpoenaed appearance.

ARTICLE 19
PROBATIONARY PERIODS

SECTION I

A new employee must successfully complete a twelve (12) month probationary period from date of being sworn in. Effective the date of promotion, sergeants must serve a one-year probationary period.

SECTION II

A new employee who has not completed his/her probationary period does not have the right to appeal disciplinary action and may be disciplined, suspended, or dismissed at any time and without just cause.

ARTICLE20

ANNUAL EVALUATIONS

SECTION I

An employee in the bargaining unit shall be evaluated after serving a probationary period. Evaluations used shall be specific to the Police Department. Probationary employees shall be evaluated quarterly. Sergeants will be evaluated at the sixth and twelfth month after promotion.

SECTION II

An employee whose overall performance rating is unsatisfactory will be reevaluated at the end of ninety (90) days. If the employee's performance does not improve to a satisfactory rating, action may be taken to demote or terminate the employee.

ARTICLE21

WORKERS COMPENSATION

Workers compensation will be conducted according to Florida State law and the City of Zephyrhills Policy and Procedure Manual.

ARTICLE22

INSURANCE

Employees will be afforded the opportunity to participate in any health and life insurance plans, as amended from time to time, in the same manner as and under the same terms, conditions and costs as the City offers to other City employees.

ARTICLE23

VACATION LEAVE

Eligibility and Rate of Accrual

Each regular full-time employee will accrue annual leave with pay on the following basis:

Hours per Month

Less than 5 full years: 7 hours

6th through 10th: 9 hours

11th through 15th: 11 hours

16th through 20th: 13 hours

21st through 25th: 15 hours

26 or more: 17 hours

Annual leave is computed using the employee's employment anniversary date. Annual leave will be computed during the year on a prorated basis. Annual leave will be earned only when an employee is on an active pay status.

Charging Annual Leave

Annual leave, except in the case of FMLA leave (smallest increment possible), will be charged in increments of not less than one-quarter (1/4) hour. Holidays which occur during the period selected for annual leave shall be charged against holiday leave and not to annual leave. Annual leave may be taken as it is earned on a monthly basis, except that probationary employees are not eligible to take annual leave until placed on regular employee status.

Request for Annual Leave

- A. Annual leave may be taken only after approval by the Department Manager. Supervisors will arrange annual schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.
- B. Annual leave may be used only as earned.
- C. Annual leave requests will be made on the appropriate form by the employee and submitted to the supervisor for approval and submission to the Department Manager.
- D. Requests for annual leave more than 120 consecutive hours will not normally be approved.

SERGEANTS

- E. Where two (2) or more employees request the same vacation period, the employee with the most Department seniority will be given preference; provided, where a junior employee's vacation time has already been approved, it will not be changed without his agreement to accommodate a more senior employee.

Carryover of Annual Leave

Employees are expected to take their annual leave and will be paid for accrued but unused annual leave only upon termination. Employees may accumulate up to a maximum of 320 hours of annual leave. Leave more than the maximum will be converted to sick leave on September 30 each year.

Employees will be paid for unused annual leave upon termination of employment.

Payment will be made at the employee's pay rate at time of termination.

Once an employee, having 25 years or more of service, elects to resign, retire and/or enter into the DROP Program and provides the City with a 12-month written notice, he or she may carry over all accrued annual leave into the next budget year and continue to accrue annual leave up to the maximum number of hours allowed by the Florida Retirement System (currently 500 hours). This shall be effective retroactively back to 07/01/01.

Use of Annual Leave

- A. Vacation Leave.
- B. Absences for transacting personal business, which cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the City as official holidays.
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- E. For uncovered portions of absences due to death of a person other than a member of the employee's immediate family.
- F. Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- G. Any approved uncompensated leave of absence, including leaves under the FMLA.
- H. For approved emergency leave beyond that paid under Section 18 of City's Policy and Procedure Manual.
- I. To supplement Workers' Compensation approved leaves after accumulated sick leave is exhausted; providing the total compensation received from all sources by the employee, including Workers' Compensation shall be no more than forty (40) times the employee's straight time hourly rate of pay.
- J. May be used in lieu of suspension time at the discretion of the Police Chief. Request must be made in writing to the Chief prior to the first day of suspension.

ARTICLE 24

SICK LEAVE

Eligibility

Sick leave, whether paid or unpaid, shall apply to leaves for sickness, injury or disability that are not covered by workers' compensation. Sickness, injury or disability for pregnancy, childbirth, or related disabilities shall be treated the same as other sicknesses, injuries or disabilities.

Bargaining unit members are eligible for paid sick leave for absences due to sickness or injury, provided, upon request, they present evidence, including a medical doctor's excuse, if requested, satisfactory to their Department Manager to establish their absence was due to a bona fide sickness or injury.

Employees on sick leave, whether paid or unpaid, or leave due to a job-related illness or injury shall not engage in any work, including work at second or other jobs at home or elsewhere, without permission of the City Manager, or his designee. Violation of this subsection shall be cause for immediate termination.

Rate of Accrual

Regular full-time employees shall be eligible to receive eight (8) hours of paid sick leave per month.

Paid sick leave shall accrue during any pay period when the employee is on active pay status.

Charging Leave

Sick leave taken shall be recorded, charged and paid in one-half (1/2) hour increments unless it is FMLA time as well. Then, the smallest increment chargeable will be used.

Paid holidays, which occur during a paid sick leave, shall not be chargeable to sick leave.

Request for Sick Leave

To receive compensation while absent on sick leave, the employee shall notify his Supervisor/Department Manager prior to the scheduled reporting time, giving the reason for the absence and the expected period of absence in accordance with department regulations. The Department Manager may waive this provision if the employee submits evidence that it was impossible to give such notification. This procedure must be followed for each day of absence, unless prior approval is given by the Department Manager.

Return from Sick Leave

Upon returning to work, the employee must submit a leave slip to his supervisor or Department Manager. At the option of the City, the employee may be required to supply medical release from a doctor acceptable to the City to return to work from sick or disability leave whether the leave was with or without pay.

- A. An employee who is released from sick leave and who wishes to return to work shall notify the City. If the leave was less than thirty (30) days beyond pay status, the employee shall be placed in the job he held before the leave and there shall be no adjustment of his anniversary date or City or classification seniority date.
- B. Subject to applicable law, if the leave was longer than thirty (30) days beyond pay status, the employee will be given his job or a substantially equivalent job that is vacant if he is qualified to perform all the essential requirements of the vacant job. If the absence was due to a legally recognized disability, reasonable accommodation that will not cause undue hardship to the City will be offered. Adjustments of his anniversary date, City, departmental and classification seniority dates shall be as provided for other unpaid leaves under Article 16.
- C. The Department Manager, with approval of the City Manager, may make exceptions to the above for operational reasons upon the request of the employee.

Use

Paid sick leave may be used provided it is approved for the following purposes:

- A. Unlimited for bona fide sickness, injury or disability off the job of the employee. Medical, dental, optical or chiropractic examination or treatment which cannot be scheduled during non-duty hours.
- B. Up to one hundred twenty (120) work days for serious illness of a member of the employee's immediate family, which requires the personal care or attention of the employee, or up to ten (10) working days for the death of a member of the employee's immediate family.
- C. An unpaid leave under the FMLA.
- D. For extra annual leave as provided in Section 17.07 of the City's Policy and Procedure Manual.
- E. To supplement Workers' Compensation, but not more than necessary to cover the employee's regular schedule times his normal hourly rate.

Use of sick leave for any purpose not specified above may be considered misconduct and result in disciplinary action.

Conversion to Annual Leave

When an employee has accrued four hundred eighty (480) hours of sick leave, they may convert any excess number of hours over the threshold to annual leave at a rate of two (2) hours of sick leave for one (1) hour of annual leave. This conversion will take place on 9/30 of each year.

There is no limit on the amount of sick leave an employee may accrue for the uses provided in

Section 17.06 of the City's Policy and Procedure Manual.

Sick Leave Incentive

In order to encourage employees to judiciously utilize sick leave benefits and to recognize those employees who have accrued large amounts of unused sick leave, payment will be made upon termination of employment based on the following:

Years of Continuous Service and Payment (% of accrued leave) Upon Termination or

Retirement Less than 5 full years (20%)

6th through 10th year (30%)

11th through 15th year (40%)

16th through 20th year (45%)

21st through 25th year (50%)

26 or more (55%)

Payment will be made at the employee's pay rate at the time of termination or retirement.

Sick Leave Sharing

- A. Employees who have extended illness and have exhausted all sick leave and vacation leave may be eligible for sick leave sharing.
- B. Sharing of sick leave may only be used for the personal illness or injury of another employee of the City.
- C. Request to transfer sick leave must be completed by the employee and submitted to the Department Manager.

Light Duty

If an employee is released by a physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City, which the employee can perform in accordance with applicable law, will result in termination of employment.

ARTICLE25
MILITARY LEAVE

A military leave of absence will be provided to employees who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. To be eligible for military leave, advance notice of the need for leave is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees who are on military leave will be afforded all rights provided them by applicable laws while on duty and reinstatement rights as provided under those laws.

All questions regarding military leave should be directed to the Director of Administrative Services.

SERGEANTS

ARTICLE 26

HOLIDAY SCHEDULE AND HOLIDAY PAY

The City shall provide Holiday leave to all members of the bargaining unit at the same rate provided other City employees. The procedures for earning and use of Holiday leave is defined within the City of Zephyrhills Employee Policy and Procedures Manual and governed in use by the Zephyrhills Police Department Standard Operations Manual.

In addition to the Holiday Schedule, the City agrees to afford employees of this bargaining unit with one (1) personal day. The use and procedures for use of this personal day is described as follows:

Personal Day

- A. Each member is permitted the use of one personal day up to twelve (12) hours per year. Members will not be allowed to work their personal day for overtime benefits as other holidays permit.
- B. The member shall declare his/her personal day with as much advanced noticed as possible.
- C. Two or more officers in the same unit cannot declare the same day as their personal day.
- D. Where there are conflicts, the personal day shall be awarded to the person most senior and the non-prevailing member will re-submit their leave request form for the personal day for which they choose.

ARTICLE27

SUBSTANCE ABUSE TESTING

Substance Abuse testing will be conducted according to Florida State law and the City of Zephyrhills Policy and Procedure Manual.

ARTICLE28

WAGES

SECTION I

Salary Adjustments

Fiscal Year 2021/2022

- A. All non-probationary employees holding full-time positions as of September 30, 2021, and on active pay status, will receive a 3% pay increase for fiscal year 2021/2022 as approved by City Council.
1. **Wage Increases for Fiscal Year 2021/2022 and Beyond.** The City agrees to implement a compensation plan in which sergeants receive pay increases contingent upon pay increases approved by City Council for other City employees. Specifically, if the City Council approves a wage increase for the year, sergeants will receive the wage increase approved by the City Council for other City employees.
 2. Sergeants will not be eligible for any wage increase under this section in any year in which the City Council does not agree to a general wage increase for other City employees, the parties agree that sergeants shall not be entitled to any other wage or step increases.
- B. **Wage Rates for New Sergeants.** Starting salaries for newly-promoted sergeants will be equal to 5% over their current base salary or the established minimum salary for sergeants, whichever is greater.
- C. **Bonus for Topped Out Sergeants.** Maximum base salary for sergeants shall be \$72,148.00. Sergeants who reach the maximum salary will receive a bonus in lieu of any City Council-approved wage increase, with the amount of the bonus determined in the same manner as wage increases are determined under subparagraph (A1).

ARTICLE29

SPECIAL PAYMENTS

SECTION I

Members of the bargaining unit may be compensated as determined by the Chief of Police for extraordinary duty assignments as set forth below. This is in recognition of the unique call to duty inherent with this assignment and their likeliness to be subject to call as needed for their specialized position. Should a sergeant be designated to train a new officer, the sergeant would be entitled to the same assignment pay as a Field Training Officer. Likewise, if a sergeant is designated as a commander of CID, SRO, or K-9 unit, they would be entitled to the same assignment pay as a detective, SRO or K-9 officer. All assignment pay is calculated in excess of an employee's hourly rate of pay excluding any premiums, incentives, add-ons or rollups.

Assignment Pay

- A. Field Training Officers will receive an additional five percent (5%) assignment pay to their basic rate of pay only while training anew officer.
- B. Those officers (while in grade) assigned to the CID unit will receive an additional five percent (5%) to their basic rate of pay.
- C. Those officers (while in grade) assigned to the SRO unit will receive an additional five percent (5%) to their basic rate of pay.
- D. Those officers (while in grade) assigned to the K-9 unit will receive an additional five percent (5%) to their basic rate of pay.

SERGEANTS

ARTICLE 30

TEMPORARY ACTING APPOINTMENTS

Temporary acting appointment of Sergeants to Lieutenant or Captain Classifications shall be documented and conducted in accordance with official directives as well as City Policy and Procedures. Any officer who is formally assigned, in writing by the Police Chief or designee, to act in the rank of Lieutenant or Captain for a period of twenty-one (14) continuous working days or more shall receive a rate increase of five percent (5%) retroactive to the first day in which he or she is formally assigned to the temporary acting Lieutenant or Captain assignment. However, officers receiving assignment pay is not eligible for temporary acting appointment pay.

The Employer shall determine the necessity to begin or end all temporary acting appointments of Police Officers. Nothing contained in this article shall preclude the Employer from terminating the temporary acting appointment of any Officer at any time based on operational or administrative needs.

SERGEANTS

ARTICLE 31

ADDITIONAL BENEFITS

SECTION I

Tuition Reimbursement

If funding is available, the City of Zephyrhills shall provide tuition aid reimbursement for admission examination, books and/or tuition fees of a maximum of \$2500 per fiscal year per officer provided the curricula degree is job related.

The tuition aid may include on-line classes. Each course must be approved in advance by the Chief as being job related. Correspondence courses will be considered only when a similar course is not available locally. Reimbursement for courses in which letter grades are issued will be 100% if successfully passing for letter grades of "A", ¹¹B". A grade of "C" will be reimbursed at the 50% rate. Reimbursement for courses in which letter grades are not issued will be in the following manner: Satisfactory 100%, Unsatisfactory 0%. Sworn officers who do not remain with the City for a period of two (2) years after completion of a course shall reimburse the City on a pro-rated basis.

SECTION II

On-Call Procedures

The parties recognize that in certain assignments the availability of on-call personnel is essential to the proper performance of police work. Accordingly, if implemented, the City shall have the right to establish on-call procedures for sergeants and patrol officers. All sergeants and officers required to participate in the on-call sign up list shall receive two (2) hours for each day they are assigned on-call. If called in to work, the sergeant or officer shall be compensated at the overtime rate for all hours worked. This section does not apply to detective sergeants. The language in this section specifically applies to patrol sergeants and officers who are designated as on-call for certain staffing or emergency situations. Detective sergeants being on-call is considered part of their regular duties. However, should a detective sergeant be called in for duty outside of his or her scheduled shift, they shall be compensated at the overtime rate for all hours worked.

SERGEANTS

SECTION III

Recall Pay

Any officer who is recalled to duty after having left for the day, or on a regularly scheduled day off, or vacation day, or more than three (3) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of four (4) hours of pay.

SECTION IV

Bulletproof Vests

The City shall provide all the officers with a current threat level bulletproof vest that meets or exceeds the threat level of the department issued weapon that they carry on duty.

SECTION V

Boot Allowance

Employees will be entitled to the issuance of boots as needed but not to exceed one (1) pair per fiscal year. Employees assigned to the K-9 unit will be entitled to the issuance of boots as needed but not to exceed two (2) pairs per fiscal year. The purchase of the boots shall not exceed \$100 in price. Any cost over the \$100 purchase price shall be the responsibility of the employee. Boots shall be purchased from a vendor approved by the City.

SECTION VI

Take-Home Vehicle

The Zephyrhills Police Department will initiate and continue a take-home vehicle policy for all sworn personnel. The take-home car program will begin with vehicles being assigned to officers who have successfully completed the Field Training program. The distance is to be measured from the end of their home driveway to the Zephyrhills Police Department facility.

The authorized driving distance from the police department shall be the following:

- A. Twenty (20) road miles or less, no officer contribution.
- B. In distances over twenty road miles, but less than thirty road miles, the assigned officer agrees to compensate the City at a rate of twelve dollars and fifty cents (\$12.50) bi-weekly or twenty-five dollars (\$25.00) a month.
- C. In distances over thirty road miles, but less than forty road miles, the assigned officer agrees to compensate the City at a rate of twenty-five dollars (\$25.00) bi-weekly or fifty dollars (\$50.00) a month.
- D. Officers who live more than 40 road miles from ZPD Headquarters who meet the other criteria listed above, may, with prior approval of the Chief of Police or his designee, park their assigned vehicle at an approved location within 40 road miles from ZPD Headquarters and travel the

SERGEANTS

remaining distance to their home by other means. The officer will compensate the city as outlined in section "C" above.

- E. An "approved location" is defined as a public safety or emergency services facility operated by a Government (Fire station, Sheriff or Police station, or EMS/Ambulance station) that is staffed twenty-four hours a day, seven days a week. An agreement signed by the Chief of Police or designee and an authorized signer from the approved facility must be received prior to parking the vehicle at the "approved facility."

The mileage contribution by the assigned Officer will be deducted by payroll during the time a vehicle is utilized. If the use of a vehicle is terminated or suspended for two pay periods, the contribution will cease.

The determination for the assignment of department vehicle will be made by the Chief or his/her designee at a time deemed applicable upon employment.

The denial of a take-home car for disciplinary reasons shall be grievable as any other type of discipline.

SERGEANTS

ARTICLE 32

ENTIRE AGREEMENT

SECTION I

The City and the FOP acknowledge that, during negotiations, which resulted in this Agreement, each party had the right and opportunity to make proposals with respect to all subjects/matters not removed by law from the scope of collective bargaining. The subsequent understandings and agreements arrived at by the City and the FOP, after the exercise of such right and opportunity, are set forth in this Agreement. This Agreement supersedes and cancels all prior practices and agreements.

SECTION II

The City and the FOP for the duration of the Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless otherwise provided for herein. This section shall not be construed to limit the City from making changes to terms and conditions of employment as to topics not covered in this Agreement, provided such changes do not conflict with any provision of this Agreement.

SERGEANTS

ARTICLE33

DURATION AND TERMINATION

This Agreement shall be in full force and effect as of the date it is ratified by both parties and shall terminate on October 1, 2024. The parties agree that any wage increase provisions contained in this Agreement, or negotiated during the term of this Agreement, are not applicable after expiration of the Agreement. Employees have no expectation of any increase of their wages, including increases based on merit, COLAs, steps or otherwise, after the date of termination of this Agreement. Both parties may re-open four (4) Articles and Wages for 2022-2023 and 2023-2024.

The foregoing Collective Bargaining Agreement for Sergeants was ratified by the members of the Collective Bargaining Unit on September 21, 2021.

The foregoing Collective Bargaining Agreement for Sergeants has been ratified by the City Council of the City of Zephyrhills on September 27, 2021.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed by their authorized representatives.

CITY OF ZEPHYRHILLS

FLORIDA STATE LODGE FRATERNAL
ORDER OF POLICE, INC.

By: _____
Print Name: Jodi Wilkeson
Title: Council Vice President

By: _____
Print Name: William Lawless
Title: Staff Representative

Signature of Witness

Signature of Witness

Print Name

PrintName

By: _ _ _ _ _
Print Name: William Poe
Title: City Manager

Date: _____

Signature of Witness

PrintName

Date: September 27, 2021

BUSINESS ITEMS/PUBLIC HEARING 3.1

Second Reading of Ordinance No. 1422-21 Final Millage Rate

ORDINANCE NO.: 1422-21 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2021-2022 FOR THE CITY OF ZEPHYRHILLS."

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No.1422-21 on the Second Reading

Issue:

At the July 12, 2021 City Council meeting, Council voted to set the preliminary millage rate at 6.35. The preliminary rate can be decreased prior to final adoption, but cannot be increased. On September 13, 2021, Council voted to set the tentative millage rate at 6.35.

The certified taxable value is \$946,676,382. At the current year tax rate of 6.35 mills, ad valorem tax revenues in the General Fund are anticipated to increase by \$655,904. Based on the current year taxable value, one mill equals approximately \$946,676 in tax revenue to the City.

	Millage Rate	Fiscal Year	Levy	95% Budget	Increase
Last Year	6.35	2021	5,320,970	5,054,922	0
Rolled Back Rate	6.0279	2022	5,706,471	5,421,147	366,226
Current Rate	6.35	2022	6,011,395	5,710,825	655,904
	7.00	2022	6,626,735	6,295,398	1,240,476

Background:

The Florida Statutes dictate the way local governments calculate and approve their millage rates. Different levels of millage have certain minimum voting requirements. Within thirty-five days of the Certification of Taxable Value, which was August 4th, the City must set the proposed millage rate for advertisement on the Truth in Millage (TRIM) notices.

Attachment(s):

1. Ordinance 1422-21 - Adopt Millage

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of Ordinance 1422-21, setting the final millage rate at 6.35 mills.

ORDINANCE NO.: 1422-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2021-2022 FOR THE CITY OF ZEPHYRHILLS.

WHEREAS, the City Council of the City of Zephyrhills, Florida, has timely advised the Pasco County Property Appraiser's office that it proposed to levy a millage rate of 6.35 mills, which is more than the rolled back rate of 6.0279 mills computed pursuant to Florida Statute 200.065(1) by 5.34%; and

WHEREAS, the City Council of the City of Zephyrhills, Florida did on September 13, 2021 conduct a Public Hearing and a second Public Hearing on September 27, 2021, and following the second Public Hearing, did adopt a tentative budget of Seventy-Five Million Two Hundred Ninety-Six Thousand Six Hundred Eighty Dollars and No Cents (\$75,296,680).

WHEREAS, the City Council of the City of Zephyrhills, Florida did advertise on September 23, 2021, its intent to adopt a final budget and millage rate during a Public Hearing held September 27, 2021; and

WHEREAS, the City Council of the City of Zephyrhills, Florida, did after receiving input from the general public, adopt a final budget of Seventy-Five Million Two Hundred Ninety-Six Thousand Six Hundred Eighty Dollars and No Cents (\$75,296,680).

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, sitting in regular session that:

1. The millage rate to be levied for ad valorem taxes within the municipality of the City of Zephyrhills for the 2021-2022 fiscal year shall be 6.35 mills, said rate has not changed.
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1422-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1422-21 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 27th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, City Council Vice President

The foregoing Ordinance No. 1422-21 was approved by me this 27th day of September, 2021.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney



CITY OF ZEPHYRHILLS

"City of Pure Water"

5335 Eighth Street • Zephyrhills, Florida 33542-4312
(813) 780-0000 • Fax (813) 780-0005

September 27, 2021

Honorable Mayor and City Council:

This current fiscal year millage rate is 6.35 mills. The proposed budget draft as presented is based on a millage of 6.35 as well, which will generate \$5,710,825 in ad valorem taxes based on a citywide property valuation of \$946,676,382. Last year's valuation was \$843,343,128 and the ad valorem generated was \$5,054,922. Total budget expenditures are expected to be \$75,296,680.

- The proposed budget is balanced and is based on the 6.35 millage rate as approved by Council.
- Employee salary and benefits are included under each department. Total costs for health care increased 1.4%.
- The proposed budget includes a pay increase of 3% for employees and \$.41 cents to work towards the \$15.00 minimum wage increase.
- General Fund revenue sources include franchise fees, utility taxes, communication taxes, licenses and permits, state grants, state revenue sources, county shared funds (occupational licenses), building fees, other services fees, fines and forfeitures, interest income, miscellaneous fees and services and interfund transfers.
- Airport runway appropriation of \$6,600,000.
- Carryover (budgeted reserves) decreased to zero.
- **City Council** expenses for group health increased to allow Council to utilize the City's health benefits at 80/20. Salaries increased by \$100 a month which will take affect at each election for the newly elected Council member.
- **Administration** Increase to Marketing and Publicity for the PIO to work on City marketing and branding. Increase to Historic Preservation grants to allow more grants in the community.
- **Human Resources** Worker's Compensation decreased by \$90,436 (-45%), it is now distributed to all funds as an expense. Property and Casualty expenses increased by \$120,175 (13%).
- **IT** budgeted \$30,000 for a new SUV (General Fund), \$23,000 for Police laptops and a 10 GB backbone switch (Penny Funds).
- **Police** expenses will include \$437,154 for solar speed signs, incident command vehicle renovations, gator utv, voice stress analysis, and CAD system upgrade. In addition, there will be \$357,000 (Penny Funds) for the purchase of five to seven vehicles.

GENE WHITFIELD
Mayor

CITY COUNCIL

KENNETH M. BURGESS, JR.
President

CHARLES E. PROCTOR
Vice President

W. ALAN KNIGHT

JODI WILKESON

LANCE A. SMITH

WILLIAM C. POE, JR.
City Manager

LORI L. HILLMAN
City Clerk, CMC

MATTHEW E. MAGGARD
City Attorney



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MATTHEW E. MAGGARD
City Attorney

- **Fire** has merged with Pasco County Fire Rescue. Operating expenses will be \$1,146,703 to Pasco County per contract and \$75,000 for PSAP.
- **Building** will purchase a SUV for Code Enforcement \$30,000.
- **Library** will increase reserves to \$46,042.
- **Equipment Maintenance** will spend \$15,450 on diagnostic scanner software for heavy vehicles and light vehicles, EVAC waste oil drain, wheel balancing machine and a Freon recovery machine.
- **Stormwater** has budgeted \$150,000 to get started on priority areas within Stormwater Master Plan (General Fund & Penny), \$35,000 for retention pond fencing and \$25,000 for pumping station upgrades.
- **Streets** will spend \$120,000 for a paving machine and trailer (Gas Tax), \$125,000 grapple truck (Penny), and \$600,000 for street resurfacing (Gas Tax).
- **Parks** will spend \$69,000 for a 2 zero turn mowers, 2 lawn trailer and a 72" turf mower (Gas Tax), \$150,000 for playground equipment (Park Impact Fee).
- **CRA** revenues are expected to increase from \$426,470 to \$562,848. Capital projects include: Little But Loud \$250,000, \$320,000 Methodist Church Parking Lot and Entrance Signage \$102,500.
- **Water** major projects include line replacement \$150,000 (R&R), GIS mapping \$75,000, design of utilities building and land clearing \$350,000 (SRF), well rehabilitation \$70,000, SCADA \$30,000, water line from Copeland. to Tucker Rd along US 301 \$2,000,000 (SRF), water line from Phelps Rd. to Simons Rd. along Ft. King \$1,500,000 (SRF), and \$100,000 for a generator at well #10. \$130,000 is also budgeted for a new tractor backhoe.
- **Wastewater** major projects include a surge tank \$1,000,000; sewer line replacement \$350,000; lift station alarm upgrades \$60,000; rehabilitation of 3 lift stations \$400,000; rehabilitation of approximately 100 manholes \$400,000; lift station generator \$85,000; sludge holding tank coating \$50,000; and Northside lift station and force main \$4,000,000. An additional \$75,000 is budgeted for a new truck.
- **Airport** received a state appropriation for \$6,600,000 for Jet Parking Lot (FDOT 100%) and Taxiway Alpha design and construction (FAA 100%).
- **Sanitation** will spend \$125,000 on a new grapple truck, \$80,000 for a new crane services truck, \$50,000 for a curotto can cart lift, \$50,000 for a ¾ ton truck, \$40,000 for an admin vehicle and \$3,500 for a gas powered air compressor.



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City Manager

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City Clerk, CMC

MATTHEW E. MAGGARD
City Attorney

Major Project for FY2022

- SVB Indoor Tennis Facility \$4,655,000 (100% State Funded)
- Simons Road Phase 2 \$2,300,000 (Transportation Impact Fee)
- Sidewalks \$1,000,000 (P4P)
- Park Improvements \$1,100,000 (P4P)
- Hercules Park Design \$300,000 (P4P)
- Eiland & Simons Intersection \$800,000 (Transportation Impact Fee)
- Dairy Rd to Kossik Rd \$800,000 (Transportation Impact Fee)
- CR 54 East of Hercules \$581,907 (P4P)
- 7th St Milling & Restoration \$575,000 (P4P)
- Design of City Yard \$350,000 (P4P)
- Gateway Project \$350,000 (Transportation Impact Fee)
- Jennifer Lane Design & Con \$120,000 (Transportation Impact Fee)

Additional Personnel

- Human Resources Specialist +1
- Senior Maintenance Mechanic +1
- Utilities Service Worker (I, II, or III) – Water +1
- Utilities Service Worker (I, II, or III) – Wastewater +1
- Detective/Patrol Officer/K-9 +3

Sincerely,

William C. Poe, Jr.
City Manager

ORDINANCE NO.: 1423-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2021-2022 FISCAL YEAR.

WHEREAS, the City Council of the City of Zephyrhills, Florida, adopted a tentative budget in the amount of Seventy-Five Million Two Hundred Ninety-Six Thousand Six Hundred Eighty Dollars and No Cents (\$75,296,680).

WHEREAS, the City Council of the City of Zephyrhills, Florida has scheduled a Public Hearing and timely advertised, according to law, a Public Hearing on the budget rate for the purpose of receiving input from the general public and the purpose of answering any and all questions prior to the adoption of any measure by this governing body pertaining thereto; and

WHEREAS, the City Council of the City of Zephyrhills, Florida has concluded the Public Hearing and considered all comments.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, sitting in regular session that:

1. The proposed budget for the 2021-2022 fiscal year for the municipality of the City of Zephyrhills is hereby adopted in the amount of Seventy-Five Million Two Hundred Ninety-Six Thousand Six Hundred Eighty Dollars and No Cents (\$75,296,680).
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1423-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1423-21 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 27th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, City Council Vice President

The foregoing Ordinance No. 1423-21 was approved by me this 27th day of September, 2021.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney

CITY OF ZEPHYRHILLS
Draft Budget
Year End September 30, 2022

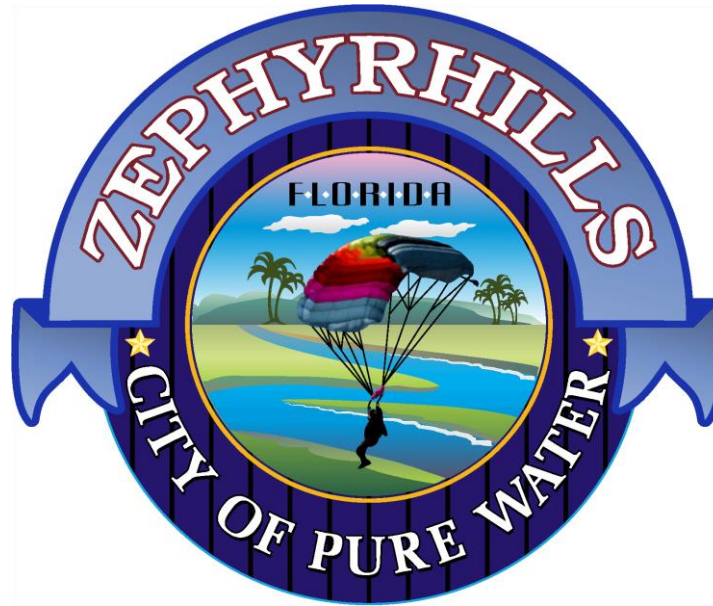


TABLE OF CONTENTS

Total Budget	2
General Fund Revenue	3
General Fund Expenditure Summary	6
General Fund - City Council	7
General Fund - Administration	8
General Fund - Economic Development	10
General Fund - Finance	11
General Fund - Human Resources	12
General Fund - Planning	13
General Fund - Information Technology	14
General Fund - Police	15
General Fund - Police Dispatch	17
General Fund - Fire	18
General Fund - Building and Code Enforcement	19
General Fund - Library	20
General Fund - Public Works: Equipment Maintenance	21
General Fund - Public Works: Stormwater	22
General Fund - Public Works: Streets	23
General Fund - Public Works: Parks & Facilities Management	25
Special Revenue Fund Revenue	27
Special Revenue Fund Expenditures	28
CRA Fund Revenue	30
CRA Fund Expenditures	31
Impact Fee Fund Revenue	32
Impact Fee Fund Expenditures	33
Utility Impact Fee Fund Revenue	34
Utility Impact Fee Fund Expenditures	35
Utility Fund Revenue	36
Utility Fund - Utility Administration	37
Utility Fund - Utility Billing	38
Utility Fund - Water Division	39
Utility Fund - Wastewater Division	42
Airport Fund Revenue	45
Airport Fund Expenditures	47
Sanitation Fund Revenue	49
Sanitation Fund Expenditures	50
Capital Recap	52

City of Zephyrhills
Total Budget
Year End September 30, 2022

	Fund	Budget FY19/20	Budget FY20/21	Budget FY21/22	Transfers	Use of Fund Balance	Total Revenue
	General Fund	15,627,163	15,329,323	15,655,783	1,792,755	727,117	13,135,911
	Special Revenue Fund	10,577,667	7,215,288	13,154,724	-	5,235,724	7,919,000
	CRA Fund	487,010	578,244	879,814	-	316,366	563,448
	Impact Fee Fund	4,961,771	6,291,200	6,143,835	-	4,606,435	1,537,400
	Utility Impact Fee Fund	3,003,046	4,328,597	6,292,000	-	5,000,000	1,292,000
	Utility Fund	21,554,006	16,439,837	22,766,563	6,292,000	-	16,474,563
	Airport Fund	8,093,128	8,450,470	8,440,931	285,030	100,000	8,055,901
	Sanitation Fund	1,989,824	1,854,334	1,963,030	-	120,609	1,842,421
Total Revenue Budget		66,293,615	60,487,293	75,296,680	8,369,785	16,106,251	50,820,644

	Fund	Budget FY19/20	Budget FY20/21	Budget FY21/22	Transfers		Total Expenditures
	General Fund	15,627,163	15,329,323	15,655,783	18,740		15,637,043
	Special Revenue Fund	10,577,667	7,215,288	13,154,724	-		13,154,724
	CRA Fund	487,010	578,244	879,814	-		879,814
	Impact Fee Fund	4,961,771	6,291,200	6,143,835	-		6,143,835
	Utility Impact Fee Fund	3,003,046	4,328,597	6,292,000	6,292,000		-
	Utility Fund	21,554,006	16,439,837	22,766,563	1,607,605		21,158,958
	Airport Fund	8,093,128	8,450,470	8,440,931	20,000		8,420,931
	Sanitation Fund	1,989,824	1,854,334	1,963,030	431,440		1,531,590
Total Expenditures Budget		66,293,615	60,487,293	75,296,680	8,369,785		66,926,895

City of Zephyrhills
General Fund
Line-Item Revenue Budget

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	Comments
AD Valorem Taxes					
Property Taxes	01000311-311000	4,617,383	5,054,921	5,710,825	
Total AD Valorem Taxes		4,617,383	5,054,921	5,710,825	
Utility Service Taxes					
Electric	01000314-314100	2,081,576	1,771,600	2,044,000	
Communication Service Tax	01000315-315000	546,294	480,000	608,000	EDR
LP Gas	01000314-314800	29,408	31,200	29,700	
Business Tax	01000316-316000	103,816	62,000	61,000	
Total Utility Service Taxes		2,761,094	2,344,800	2,742,700	
Permits Fees SPCL Assessments					
Building Permits	01000322-322000	833,954	600,000	800,000	
Electric Franchise Fee	01000323-323100	1,630,722	1,550,000	1,571,000	Franchise agreement with Duke Energy
Gas	01000323-323400	3,028	4,000	3,500	
Plans Review-Fire	01000329-329004	6,634	8,600	5,600	
Inspections-Fire	01000329-329006	4,849	4,500	3,800	
Permits-Fire	01000329-329008	10,257	10,000	18,500	
False Security Alarms-Police	01000329-329011	3,600	4,320	4,000	
Safety Inspections	01000329-329200	810	600	400	
Alcoholic Beverage License	01000335-335150	15,323	15,000	15,000	
Local Government Half-Cent Tax	01000335-335180	1,169,437	930,683	1,202,354	EDR
Total Permits Fees SPCL Assessments		3,678,614	3,127,703	3,624,154	
State Shared Revenues					
Municipal Revenue Sharing	01000335-335120	415,870	500,000	526,256	EDR
State Appropriation - CPP (Planning)	01000334-334110	-	-	35,000	Competitive Partnership Program Grant
Mobile Home License	01000335-335140	131,807	135,000	155,000	
Total State Shared Revenues		547,677	635,000	716,256	
Local Shared Revenues					
County Occupational Licenses	01000343-338200	-	3,500	-	
Total Local Shared Reveunes		-	3,500	-	

**City of Zephyrhills
General Fund
Line-Item Revenue Budget**

Account Name		Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	Comments
Charges For Services						
	Building Administrative Fees	01000341-341200	9,945	30,000	14,500	Developer Charges for Eng Review
	Code Enforcement Mowing	01000343-343900	6,152	14,000	10,000	
	Library Income (Fines/Donations)	01000352-352100	2,042	2,500	2,000	
	Airport Venue	01000347-347510	-	2,000	-	
	Intergovernmental Services	01000349-349100	242	300	300	
Total Charges for Services			18,381	48,800	26,800	
Fines & Forfeitures						
	Fines & Forfeitures	01000351-351100	49,471	54,000	60,000	
Total Fines & Forfeitures			49,471	54,000	60,000	
Interest Income						
	Interest Income - General	01000361-361100	79,384	100,000	100,000	
Total Fines & Forfeitures			79,384	100,000	100,000	
Miscellaneous Revenue						
	Library Income Sales Taxable	01000369-369930	30	200	200	
	Building Rentals & Leases	01000362-362200	20,056	12,000	23,000	
	City's 5% Admin Fee Police/Fire Impact	01000341-341303	10,358	7,400	12,500	
	City's 1% Collection Fee - Trans	01000341-341301	7,393	8,000	-	
	Cemetery Sales	01000364-364100	23,745	25,000	25,000	
	Surplus Property Sales	01000364-364400	45,755	10,000	10,000	
	Sales of Surplus Materials	01000365-365000	303	1,800	1,000	
	Contrib/Donations fr Priv Srcs	01000366-366100	16,384	-	-	
	Miscellaneous Revenue	01000369-369900	35,491	50,000	50,000	
	FDOT Street Lightning Reimbursement	01000369-369905	29,893	29,893	33,476	
	Vending Machine Income	01000369-369910	-	100	-	
	Other		244,169	-	-	
Total Miscellaneous Revenue			433,577	144,393	155,176	

**City of Zephyrhills
General Fund
Line-Item Revenue Budget**

Account Name		Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	Comments
Transfers In - Interfund						
	Transfer Fr Utility (Administration)	01000341-341341	1,037,026	1,237,898	1,372,755	
	Transfer Fr Airport (Administration)	01000341-341342	20,000	20,000	20,000	
	Transfer Fr Sanitation (Administration)	01000341-341343	701,258	480,000	400,000	
	Transfer Fr Special Revenue	01000381-381010	-	-	-	
	Transfer Fr Impact Fees	01000381-381012	-	-	-	
Total Transfers In - Interfund			1,758,284	1,737,898	1,792,755	
Other - Budgeted Reserves						
	Budgeted Reserves	01000300-300100	1,888,874	1,640,349	-	
	Budgeted Reserves: Payouts of Accum Time	01000300-300100	400,000	400,000	500,000	
	Budgeted Reserves: Police	01000300-300100	20,402	-	-	
	Budgeted Reserves: Federal Equity Share	01010300-300100	17,241	-	17,250	
	Budgeted Reserves: CAD Program	01040300-300100	163,825	-	163,825	
	Budgeted Reserves: Library Donations	01050300-300100	-	37,959	46,042	
Total Other - Budgeted Reserves			2,490,342	2,078,308	727,117	
Total General Fund Revenue Budget			16,434,207	15,329,323	15,655,783	326,460.11

City of Zephyrhills
General Fund Summary Expenditure Budget

	Departments	FY20 Actual		FY21 Budget		FY22 Proposed	
1	City Council	96,812		205,629		213,580	gen
2	Administration	760,831		1,273,092		1,550,561	gen
3	Economic Development	50,000		70,000		105,000	gen
4	Finance	280,049		426,880		439,726	gen
5	Human Resources	1,472,397		1,672,834		1,786,991	gen
6	Planning	420,654		446,732		496,636	gen
7	Information Technology	780,528		630,579		711,172	gen
8	Police	3,954,717		4,011,681		4,392,049	pub safety
9	Police Dispatch	543,992		592,565		810,916	pub safety
10	Fire	3,035,156		2,290,391		1,172,732	pub safety
11	Building and Code Enforcement	568,523		701,657		818,963	gen
12	Library	355,554		423,884		474,759	Library
13	Public Works: Equipment Maintenance	273,476		308,209		383,757	physical
14	Public Works: Stormwater	16,825		233,500		91,000	physical
15	Public Works: Streets	829,736		987,330		1,102,915	transportation
16	Public Works: Parks and Facilities	936,629		1,054,360		1,105,026	culture
Total General Fund Expense Budget		14,375,877		15,329,323		15,655,783	

City of Zephyrhills
General Fund
City Council Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Council/Mayor Compensation	01001100-511000	36,000	36,000	36,000	36,000	37,000	
	Fica Taxes	01001100-512000	2,232	2,232	2,232	2,232	2,232	
	Medicare Taxes	01001100-521200	522	522	522	522	522	
	Group Health	01001100-523000	-	-	66,275	66,275	73,326	
Total Personnel Services			38,754	38,754	105,029	105,029	113,080	
Operating Expenditures								
	Telephone/Communications	01001100-541000	1,876	1,731	2,200	2,200	2,000	
	Office Supplies	01001100-551000	78	-	500	500	500	
	Operating Supplies	01001100-552000	1,067	92	1,000	1,000	1,000	
	Memberships/Dues	01001100-554200	2,434	2,716	2,900	2,900	3,000	
	Training	01001100-555500	12,603	801	10,000	10,000	10,000	
Total Operating Expenditures			18,058	5,341	16,600	16,600	16,500	
Contributions								
	Contribution to Chamber of Commerce	01001100-582100	10,000	10,000	10,000	10,000	10,000	
	Contribution to YMCA	01001100-582200	-	40,000	40,000	40,000	40,000	
	Scholarships	01001100-582400	20,000	10,000	20,000	20,000	20,000	
	Youth Sport Grants	01001100-582450	10,000	7,000	14,000	14,000	14,000	
Total Contributions			40,000	67,000	84,000	84,000	84,000	
Total City Council			96,812	111,095	205,629	205,629	213,580	

**City of Zephyrhills
General Fund
Administration Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001200-512000	314,216	236,498	283,814	283,814	303,010	
	Overtime Administration	01001200-514000	-	2	-	-	-	
	Fica Taxes	01001200-521100	18,063	13,827	17,596	17,596	18,787	
	Medicare Taxes	01001200-521200	4,223	3,234	4,115	4,115	4,394	
	Retirement Contributions	01001200-522100	58,475	53,686	56,854	56,854	62,192	
	Group Health	01001200-523000	66,496	51,727	67,273	67,273	94,893	
Total Personnel Services			461,474	358,975	429,652	429,652	483,276	
Operating Expenditures								
	Elections	01001200-530000	4,259	6,005	5,500	5,500	6,000	
	City Attorney	01001400-531000	92,244	80,680	100,000	100,000	95,000	
	Additional Legal Services	01001200-531050	5,055	11,214	23,000	23,000	20,000	
	Medical Services	01001200-531200	111	59	150	150	200	
	Professional Services	01001200-531500	171,301	4,787	25,000	25,000	25,000	
	Credit Card Processing Fees	01001200-533000	-	2,617	1,500	1,500	3,400	
	Contractual Services	01001200-534000	59,465	3,868	10,000	10,000	10,000	
	Ordinance Codification	01001200-537000	7,439	11,092	9,000	9,000	9,000	
	Property Taxes	01001200-538000	-	184	250	250	250	
	Telephone	01001200-541000	1,862	1,480	2,000	2,000	2,600	
	Freight and Postage Services	01001200-542000	927	317	1,000	1,000	1,000	
	Electric	01001200-543000	36,014	34,152	38,000	38,000	40,000	
	Water & Sewer Expense	01001200-543300	6,712	4,454	6,800	6,800	6,800	
	Refuse Removal	01001200-543400	1,551	902	1,500	1,500	2,500	
	Leases and Rentals	01001200-544000	1,927	1,524	2,000	2,000	2,000	
	Copy Machine Leases	01001200-544500	4,699	5,157	5,000	5,000	5,000	
	Repair & Maintenance-Bldg	01001200-546000	1,728	221	4,500	4,500	4,500	
	Repair & Maintenance-Equip	01001200-546100	216	2	500	500	1,000	
	Repair & Maintenance-Vehicles	01001200-546200	1,985	1,185	1,000	1,000	1,000	
	Marketing/Publicity	01001200-548000	8,569	4,221	10,000	10,000	85,000	PIO Marketing and City Branding
	Legal Ads	01001200-549000	3,588	2,966	4,000	4,000	4,000	
	Office Supplies	01001200-551000	2,233	1,783	2,000	2,000	2,000	
	Operating Supplies	01001200-552000	10,111	3,380	8,000	8,000	8,000	
	Gas & Oil	01001200-552700	1,177	107,033	1,500	1,500	1,300	
	Retirement & Empl Celebrations	01001200-552800	15,609	15,900	15,000	15,000	15,000	
	Books & Subscriptions	01001200-554000	95	-	500	500	500	
	Memberships/Dues	01001200-554200	971	1,271	2,000	2,000	5,000	

City of Zephyrhills
General Fund
Administration Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
	Training	01001200-555500	16,454	2,886	10,000	10,000	9,000	
	Tuition Reimbursement	01001200-555600	4,695	9,373	15,000	15,000	15,000	
Total Operating Expenditures			460,999	318,714	304,700	304,700	380,050	
Capital Outlay								
	City Hall Construction	01001200-565000	1,042,956	-	-	-	-	
	Machinery & Equipment	01001200-564000	-	11,709	-	-	30,000	Admin vehicle
Total Capital Outlay			1,042,956	11,709	-	-	30,000	
Contributions								
	YMCA Grant Program	01001200-582300	-	30,000	-	-	-	
	Historic Preservation	01001200-582500	8,305	14,700	20,000	20,000	50,000	
Total Contributions			8,305	44,700	20,000	20,000	50,000	
Non Operating Expenditures								
	Transfer to Airport Yard Rental	01001200-591420	-	-	18,740	18,740	18,740	
	General Fund Contingency	01001200-599100	-	26,732	500,000	532,843	588,495	
Total Non Operating Expenditures			-	26,732	518,740	551,583	607,235	
Total Administration			1,973,734	760,831	1,273,092	1,305,935	1,550,561	

City of Zephyrhills
General Fund
Economic Development Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Operating Expenditures								
	Contractual Services	01005200-534000	50,000	50,000	50,000	50,000	50,000	Chamber of Commerce
	Marketing	01005200-548000	-	-	5,000	5,000	5,000	
Total Operating Expenditures			50,000	50,000	55,000	55,000	55,000	
Grants & Aid								
	Economic Development Grants	01005200-582700	-	-	15,000.00	15,000	50,000	
Total Grants & Aid			-	-	15,000	15,000	50,000	
Total Economic Development			50,000	50,000	70,000	70,000	105,000	

**City of Zephyrhills
General Fund
Finance Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001350-512000	138,997	186,888	226,293	226,293	244,040	
	Overtime	01001350-514000	857	-	2,000	2,000	-	
	Fica Taxes	01001350-521100	7,781	10,398	14,030	14,030	15,130	
	Medicare Taxes	01001350-521200	1,820	2,432	3,281	3,281	3,539	
	Retirement Contributions	01001350-522100	19,762	34,556	40,812	40,812	46,282	
	Group Health	01001350-523000	38,638	62,711	80,780	80,780	81,935	
Total Personnel Services			207,855	296,985	367,196	367,196	390,926	
Operating Expenditures								
	Medical Services	01001350-531200	130	174	150	150	150	
	Auditing	01001350-532000	66,285	37,226	39,000	39,000	41,000	
	Contractual Services-TempLabor	01001350-534300	-	2,066	-	-	-	
	Telephone	01001350-541000	756	785	800	800	800	
	Freight and Postage Services	01001350-542000	1,073	59	100	100	100	
	Copy Machine Leases	01001350-544500	-	1,680	1,684	1,684	-	
	Office Supplies	01001350-551000	1,084	751	1,000	1,000	1,000	
	Operating Supplies	01001350-552000	1,655	2,065	2,000	2,000	2,000	
	Books & Subscriptions	01001350-554000	-	-	250	250	250	
	Memberships/Dues	01001350-554200	1,211	375	500	500	500	
	Training	01001350-555500	-	5,775	7,500	7,500	3,000	PACE Training Budgeted under IT
Total Operating Expenditures			72,194	50,955.98	52,984	52,984	48,800	
Capital Outlay								
	Machinery & Equipment	01001350-564000	-	-	6,700.00	6,700.00	-	
Total Capital Outlay			-	-	6,700.00	6,700.00	-	
Total Finance			280,049	347,941	426,880	426,880	439,726	

City of Zephyrhills
General Fund
Human Resources Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001370-512000	102,009	106,900	110,776	110,776	161,537	
	Fica Taxes	01001370-521100	5,740	6,096	6,868	6,868	10,015	
	Medicare Taxes	01001370-521200	1,342	1,426	1,606	1,606	2,342	
	Retirement Contributions	01001370-522100	18,152	21,868	23,803	23,803	31,307	
	Group Health	01001370-523000	29,661	31,030	32,502	32,502	51,751	
	Group Health Ins-Retirees	01001370-523100	355,981	265,122	357,285	357,285	359,786	1.4% Increase - 50% Retirees .7%
	Group Life	01001370-523500	11,057	7,215	9,000	9,000	9,000	
	Worker's Compensation	01001370-524000	260,000	255,085	289,500	289,500	199,064	Distributed to all funds
Total Personnel Services			783,942	694,741	831,340	831,340	824,802	
Operating Expenditures								
	Medical Services	01001370-531200	2,144	1,533	2,700	2,700	2,700	
	Professional Services	01001370-531500	9,136	3,334	18,000	18,000	18,000	
	Telephone	01001370-541000	1,184	1,156	1,380	1,380	1,400	
	Freight and Postage Services	01001370-542000	535	661	550	550	550	
	Copy Machine Leases	01001370-544500	1,659	1,814	1,800	1,800	1,800	
	Property and Casualty Ins	01001370-545000	661,467	746,902	801,164	801,164	921,339	
	Recruiting Advertising	01001370-549100	521	1,164	1,000	1,000	1,000	
	Office Supplies	01001370-555100	684	505	800	800	800	
	Operating Supplies	01001370-552000	1,943	1,996	4,000	4,000	4,000	
	Safety Committee	01001370-554100	162	528	1,100	1,100	1,100	
	Memberships/Dues	01001370-554200	983	583	1,000	1,000	1,000	
	Health & Wellness Training	01001370-555550	4,746	3,334	3,000	3,000	3,500	
	Training	01001370-555500	891	3,032	5,000	5,000	5,000	
Total Operating Expenditures			686,055	766,543	841,494	841,494	962,189	
Capital Outlay								
	Machinery & Equipment	01001370-564000	2,400.00	-	-	-	-	
Total Capital Outlay			2,400.00	-	-	-	-	
Total Human Resources			1,472,397	1,461,284	1,672,834	1,672,834	1,786,991	

**City of Zephyrhills
General Fund
Planning Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001500-512000	230,175	216,383	241,005	241,005	259,417	
	Fica Taxes	01001500-521100	13,084	12,762	14,942	14,942	16,084	
	Medicare Taxes	01001500-521200	3,060	2,985	3,495	3,495	3,762	
	Retirement Contributions	01001500-522100	32,912	35,290	40,418	40,418	35,121	
	Group Health	01001500-531500	53,001	47,065	51,747	51,747	43,877	
Total Personnel Services			332,232	314,484	351,607	351,607	358,261	
Operating Expenditures								
	Medical Services	01001500-531200	-	65	-	-	75	
	Professional Services	01001500-531500	68,341	46,024	70,000	77,508	110,000	Comp Plan Update; \$35K CPP Grant; Grant Writing
	Contractual Services	01001500-534000	-	146	-	-	-	
	Telephone	01001500-541000	1,655	1,557	2,000	2,000	2,000	
	Freight and Postage Services	01001500-542000	114	132	250	250	250	
	Copy Machine Leases	01001500-544500	5,023	4,929	5,000	5,000	5,000	
	R & M - Vehicles	01001500-546200	-	-	-	-	2,000	
	Legal Ads	01001500-549000	845	755	750	2,250	1,500	
	Office Supplies	01001500-551000	796	361	500	500	400	
	Operating Supplies	01001500-552000	235	20	800	800	400	
	Sustainability Program	01001500-552650	-	-	5,000	5,000	5,000	
	Gas & Oil	01001500-552700	284	260	200	200	300	
	Books & Subscriptions	01001500-554000	-	285	125	125	200	
	Memberships/Dues	01001500-554200	1,043	1,040	1,600	1,600	1,750	
	Training	01001500-555500	10,086	853	8,900	8,900	9,500	
Total Operating Expenditures			88,422	56,427	95,125	104,133	138,375	
Total Planning			420,654	370,911	446,732	455,740	496,636	

**City of Zephyrhills
General Fund
Information Technology Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01001600-512000	131,839	174,279	182,922	182,922	196,829	
	Overtime	01001600-514000	-	3,076	-	-	-	
	Fica Taxes	01001600-521100	7,264	10,175	11,341	11,341	12,203	
	Medicare Taxes	01001600-521200	1,699	2,380	2,652	2,652	2,854	
	Retirement Contributions	01001600-522100	23,026	29,569	32,288	32,288	36,522	
	Group Health	01001600-523000	31,958	42,477	43,259	43,259	61,927	
Total Personnel Services			195,786	261,955	272,462	272,462	310,335	
Operating Expenditures								
	Medical Services	01001600-531200	-	-	-	-	75	
	Professional Services	01001600-531500	77,396	18,469	85,000	85,000	65,000	
	Prof Ser - Software & Support	01001600-531700	-	-	214,517	214,517	260,307	Additional Software Added
	Telephone	01001600-541000	2,712	2,842	3,000	3,000	3,000	
	Freight and Postage Services	01001600-542000	595	96	700	700	500	
	Copy Machine Leases	01001600-544500	-	-	-	-	-	
	Repair & Maint-Equipment	01001600-546100	10,391	4,165	10,000	10,000	10,000	
	Office Supplies	01001600-551000	58	-	250	250	250	
	Operating Supplies	01001600-552000	23	220	-	-	250	
	Gas & Oil	01001600-552700	10	20	350	350	350	
	Software	01001600-552900	386,800	308,700	15,000	21,300	18,805	
	Computer Supplies-Programmed	01001600-552950	35,074	18,896	10,000	9,614	7,000	
	Computer Supplies-Misc	01001600-552951	19,867	9,025	5,000	6,386	5,000	
	Memberships/Dues	01001600-554200	200	310	300	300	300	
	Training	01001600-555500	-	-	-	-	-	
Total Operating Expenditures			533,126	362,741	344,117	351,417	370,837	
Capital Outlay								
	Machinery and Equipment	01001600-564000	51,616	-	14,000	13,000	30,000	New SUV
	Budget Reserves	01001600-599100	-	-	-	-	-	
Total Capital Outlay			51,616	-	14,000	13,000	30,000	
Total Information Technology			780,528	624,696	630,579	636,879	711,172	

**City of Zephyrhills
General Fund
Police Department Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01002100-512000	1,825,197	2,053,164	2,068,751	2,068,751	2,302,501	
	Overtime	01002100-514000	116,661	92,869	100,000	100,000	100,000	
	Overtime Tact	01002100-514030	210	160	5,000	5,000	5,000	
	Fica Taxes	01002100-521100	109,998	121,078	128,263	128,263	142,755	
	Medicare Taxes	01002100-521200	25,725	28,317	29,997	29,997	33,387	
	Retirement Contributions	01002100-522100	441,077	517,827	477,313	477,313	540,259	
	Group Health	01002100-523000	515,584	581,576	594,387	594,387	617,797	
Total Personnel Services			3,034,452	3,394,991	3,403,711	3,403,711	3,741,699	
Operating Expenditures								
	K-9 Veterinary Services	01002100-531100	2,054	1,525	4,000	3,000	4,000	
	Medical Services	01002100-531200	2,000	1,578	2,600	1,600	10,000	Life Scan
	Professional Services	01002100-531500	26,359	32,406	49,000	49,000	52,000	
	Credit Card Processing Fees	01002100-533000	-	-	-	-	700	
	Contractual Services	01002100-534000	5,318	3,930	6,500	6,500	12,300	Admin Software Annual Maintenance
	Animal Control	01002100-534200	105,708	112,525	115,901	115,901	127,000	Bill for 2021 came in at 117,652
	Investigations	01002100-535000	-	-	200	200	200	
	Police Supplies	01002100-535100	12,106	20,931	15,000	17,000	17,000	
	Telephone	01002100-541000	32,095	29,007	36,000	36,000	38,000	
	Freight and Postage Services	01002100-542000	600	723	1,100	1,100	1,100	
	Electricity	01002100-543000	52,007	48,926	49,000	49,000	50,000	
	Water & Sewer Expense	01002100-543300	9,344	13,764	15,000	15,000	15,000	
	Refuse Removal	01002100-543400	2,676	2,869	3,500	3,500	3,600	
	Copy Machine Leases	01002100-544500	5,371	5,785	5,800	5,800	6,200	
	Repair & Maint-Buildings	01002100-546000	6,108	5,801	8,000	8,000	10,000	
	Repair & Maint-Equipment	01002100-546100	6,668	6,523	10,000	10,000	12,000	
	Repair & Maint-Vehicles	01002100-546200	47,381	58,287	50,000	50,000	50,000	
	Office Supplies	01002100-551000	4,403	3,540	7,000	7,000	7,500	
	Operating Supplies	01002100-552000	3,372	7,264	8,000	8,000	10,000	
	Uniforms	01002100-552100	12,049	19,908	17,000	18,261	20,000	
	Bullet Proof Vests	01002100-552170	9,001	12,266	8,000	12,207	10,000	
	Firearms & Accessories	01002100-552180	-	3,948	-	-	6,000	
	K-9 Supplies	01002100-552250	2,434	2,390	3,500	3,500	3,500	
	Gas & Oil	01002100-552700	73,245	85,912	108,000	108,000	114,000	
	Memberships/Dues	01002100-554200	2,450	1,919	2,900	2,900	3,000	
	Training	01002100-555500	18,652	21,928	22,000	22,000	30,000	Supervisors Leadership Training
Total Operating Expenditures			441,401	503,655	548,001	553,469	613,100	

City of Zephyrhills
General Fund
Police Department Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Buildings/Bldg Improvements	01002100-562000	219,936	31,558	5,000	5,000	20,000	Floor Tile & Soffit repair
	Machinery and Equipment	01002100-564000	219,582	24,513	54,969	54,969	-	
	Machinery and Equipment	01012100-564000	-	-	-	-	17,250	10K New K-9
Total Capital Outlay			439,518	56,071	59,969	59,969	37,250	
Non Operating Expenditures								
	Reserve-CAD Software		-	-	-	-	-	
	Budget Contingency	01002100-599100	-	-	-	-	-	
Total Non Operating Expenditures			-	-	-	-	-	
Total Police			3,915,371	3,954,717	4,011,681	4,017,149	4,392,049	

City of Zephyrhills
General Fund
Police: Dispatch Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01002150-512000	341,616	322,155	369,444	369,444	402,883	
	Overtime	01002150-514000	41,812	59,687	45,000	45,000	45,000	
	Fica Taxes	01002150-521100	20,960	21,629	22,906	22,906	24,979	
	Medicare Taxes	01002150-521200	4,902	5,058	5,357	5,357	5,842	
	Retirement Contributions	01002150-522100	30,676	34,330	36,945	36,945	42,509	
	Group Health	01002150-523000	130,171	96,581	109,713	109,713	122,678	
Total Personnel Services			570,137	539,440	589,365	589,365	643,891	
Operating Expenditures								
	R & M-Equipment	01002150-546100	-	2,030	-	-	-	
	Training	01002150-555500	1,750	2,522	3,200	3,200	3,200	
Total Operating Expenditures			-	4,552	3,200	3,200	3,200	
Capital Outlay								
	Machinery and Equipment	01042100-564000	-	-	-	-	163,825	CAD System Upgrade
Total Capital Outlay			-	-	-	-	163,825	
Total Police Dispatch			571,012	543,992	592,565	592,565	810,916	

City of Zephyrhills
General Fund
Fire Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01002200-512000	1,381,440	1,659,094	322,500	322,500	-	
	Overtime	01002200-514000	205,214	284,084	-	-	-	
	Fica Taxes	01002200-521100	91,892	113,582	19,995	19,995	-	
	Medicare Taxes	01002200-521200	21,491	26,864	4,676	4,676	-	
	Retirement Contributions	01002200-522100	372,259	435,529	78,851	78,851	-	
	Group Health	01002200-523000	326,499	290,127	70,500	70,500	-	
Total Personnel Services			2,398,795	2,809,280	496,522	496,522	-	
Operating Expenditures								
	Medical Services	01002200-531200	20,783	20,332	-	-	-	
	Professional Services	01002200-531500	-	-	-	42,665	-	
	Contractual Services	01002200-534000	28,841	65,777	1,718,869	1,710,505	1,097,732	
	Telephone	01002200-541000	10,716	9,044	-	-	-	
	Freight and Postage Services	01002200-542000	568	491	-	-	-	
	Electricity & LP Gas	01002200-543000	14,315	13,527	-	-	-	
	Water & Sewer Expense	01002200-543300	2,699	2,963	-	-	-	
	Refuse Removal	01002200-543400	2,662	2,876	-	-	-	
	Copy Machine Leases	01002200-544500	868	2,251	-	-	-	
	Repair & Maint-Buildings	01002200-546000	9,389	9,626	-	-	-	
	Repair & Maint-Equipment	01002200-546100	8,781	10,212	-	-	-	
	Repair & Maint-Vehicles	01002200-546200	67,823	9,278	-	-	-	
	Repair & Maint-Fire Exiting	01002200-546750	-	799	-	-	-	
	Fire Prevention Education	01002200-548100	-	1,246	-	-	-	
	Explorers Program	01002200-548200	3,383	3,586	-	-	-	
	Office Supplies	01002200-551000	4,066	4,835	-	-	-	
	Operating Supplies	01002200-552000	8,641	12,307	-	8,364	-	
	Uniforms	01002200-552100	12,473	10,518	-	-	-	
	ALS Supplies	01002200-552600	10,540	14,684	-	-	-	
	Gas & Oil	01002200-552700	20,087	18,864	-	-	-	
	Software	01002200-552900	-	5,250	75,000	75,000	75,000	PSAP Charges 9-1-1
	Books & Subscriptions	01002200-554000	721	-	-	-	-	
	Memberships/Dues	01002200-554200	1,772	75	-	-	-	
	Training	01002200-555500	12,168	4,291	-	-	-	
Total Operating Expenditures			241,296	222,831	1,793,869	1,836,534	1,172,732	
Capital Outlay								
	Buildings/Bldg Improvements	01002200-562000	68,296	-	-	-	-	
	Machinery and Equipment	01002200-564000	286,162	1,820	-	-	-	
	Bunker Gear	01002200-564080	6,400	1,225	-	-	-	
Total Capital Outlay			360,858	3,045	-	-	-	
Total Fire			3,000,949	3,035,156	2,290,391	2,333,056	1,172,732	

**City of Zephyrhills
General Fund
Building/Code Enforcement Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01002400-512000	330,152	345,061	423,860	423,860	445,028	
	Overtime	01002400-514000	3,564	888	4,000	4,000	4,000	
	Fica Taxes	0100400-521100	18,862	20,199	26,279	26,279	27,592	
	Medicare Taxes	01002400-521200	4,411	4,724	6,146	6,146	6,453	
	Retirement Contributions	01002400-522100	41,970	48,009	59,353	59,353	65,561	
	Group Health	0100-2400-523000	98,949	93,869	105,519	105,519	115,636	
Total Personnel Services			497,908	512,750	625,157	625,157	664,270	
Operating Expenditures								
	Medical Services	01002400-531200	172	0	200	200	200	
	Credit Card Processing Fees	01002400-533000	73	1,931	500	500	60,193	Credit Card Services Fees
	Code Enforcement Costs	01002400-534100	1,499	992	1,500	1,500	1,500	
	Telephone	01002400-541000	4,498	3,289	4,000	4,000	4,000	
	Freight and Postage Services	01002400-542000	2,223	1,704	2,800	2,800	2,800	
	Copy Machine Leases	01002400-544500	1,793	1,672	2,500	2,500	2,500	
	Repair & Maint-Equipment	01002400-546100	9	0	0	0	300	
	Repair & Maint-Vehicles	01002400-546200	2,505	2,572	2,000	2,000	2,500	
	Printing & Binding	01002400-547010	192	368	500	500	500	
	Legal Ads	01002400-549000	0	60	500	500	500	
	Office Supplies	01002400-551000	1,031	1,000	1,000	1,000	2,000	
	Operating Supplies	01002400-552000	1,000	3,075	1,000	1,000	2,000	
	Uniforms	01002400-552100	873	1,058	1,300	1,300	1,300	
	Tools, Small Equipment	01002400-552300	1,408	0	300	300	500	
	Abatements	01002400-552550	645	1,179	1,500	1,500	1,500	
	Demolitions	01002400-552660	5,000	0	15,000	15,000	25,000	
	Gas & Oil	01002400-552700	3,963	4,582	4,500	4,500	4,500	
	Memberships/Dues	01002400-554200	888	435	900	900	900	
	Training	01002400-555500	4,595	2,822	6,500	6,500	12,000	Continuning Education
Total Operating Expenditures			32,367	26,740	46,500	46,500	124,693	
Capital Outlay								
	Machinery & Equipment	01002400-564000	28,697	29,033	30,000	30,000	30,000	SUV for Code Enforcement
Total Capital Outlay			28,697	29,033	30,000	30,000	30,000	
Total Building/Code Enforcement			558,972	568,523	701,657	701,657	818,963	

City of Zephyrhills
General Fund
Library Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01007100-512000	208,996	206,429	238,746	238,746	261,044	
	Overtime	01007100-514000	1,266	-	-	-	-	
	Fica Taxes	01007100-521100	12,584	12,522	14,802	14,802	16,185	
	Medicare Taxes	01007100-521200	2,943	2,928	3,462	3,462	3,785	
	Retirement Contributions	01007100-522100	26,698	29,069	35,079	35,079	40,076	
	Group Health	01007100-523000	15,476	18,042	16,976	16,976	25,827	
Total Personnel Services			267,963	268,991	309,065	309,065	346,917	
Operating Expenditures								
	Medical Services	01007100-531200	-	130	300	300	300	
	Contractual Services	01007100-534000	303	2,424	3,000	3,000	3,000	
	Telephone	01007100-541000	9,170	7,901	11,500	11,500	11,500	
	Freight and Postage Services	01007100-542000	54	23	100	100	100	
	Electricity	01007100-543000	18,165	16,175	18,000	18,000	19,000	
	Water & Sewer Expense	01007100-543300	1,856	2,365	2,000	2,000	3,000	
	Refuse Removal	01007100-543400	-	-	60	60	-	
	Copy Machine	01007100-544500	1,401	1,427	1,800	1,800	1,800	
	Repair & Maint-Buildings	01007100-546000	1,418	320	2,000	2,000	2,000	
	Repair & Maint-Equipment	01007100-546100	1,182	520	1,400	1,400	1,400	
	Promotional Advertising	01007100-548000	666	-	1,000	1,000	1,000	
	Educational Programs	01007100-548100	3,999	424	5,000	5,000	6,000	
	Office Supplies	01007100-555100	796	477	1,000	1,000	1,000	
	Operating Supplies	01007100-552000	5,072	2,800	5,500	5,500	5,500	
	Memberships/Dues	01007100-554200	737	860	1,200	1,200	1,200	
	Training	01007100-555500	350	159	1,000	1,000	1,000	
Total Operating Expenditures			45,169	36,005	54,860	54,860	57,800	
Capital Outlay								
	Library Books & Materials	01007100-566000	20,000	22,000	22,000	22,000	24,000	
	Library Books & Materials	01147100-566000	5,749	3,598	-	-	6,000	
	Machinery & Equipment	01147100-564000	-	24,959	-	-	-	
Total Capital Outlay			20,000	50,558	22,000	22,000	30,000	
Non Operating Expenditures								
	Budget Reserves Current	01007100-599100	-	-	37,959	37,959	40,042	
	Budget Reserves Long Term	01007100-599100	-	-	-	-	-	
Total Non Operating Expenditures			-	-	37,959	37,959	40,042	
Total Library			333,132	355,554	423,884	423,884	474,759	

City of Zephyrhills
General Fund
Public Works: Equipment Maintenance Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	Comments
Personnel Services								
	Salaries	01001900-512000	140,230	139,154	155,917	155,917	206,952	
	Overtime	01001900-514000	3,941	5,258	6,000	6,000	6,000	
	Fica Taxes	01001900-521100	8,076	8,387	9,667	9,667	12,831	
	Medicare Taxes	01001900-521200	1,889	1,962	2,261	2,261	3,001	
	Retirement Contributions	01001900-522100	11,486	13,251	14,742	14,742	21,013	
	Group Health	01001900-523000	49,716	51,942	54,497	54,497	63,885	
Total Personnel Services			215,338	219,954	243,084	243,084	313,682	
Operating Expenditures								
	Telephone	01001900-541000	1,041	1,145	1,700	1,700	2,000	
	Freight and Postage Services	01001900-542000	40	19	75	75	75	
	Electricity	01001900-543000	10,177	8,763	10,000	10,000	11,000	
	Water & Sewer Expense	01001900-543300	3,078	3,342	3,000	3,000	4,000	
	Refuse Removal	01001900-543400	1,393	1,489	2,000	2,000	2,100	
	Copy Machine Leases	01001900-544500	269	270	350	350	450	
	Repair & Maint-Buildings	01001900-546000	803	304	1,000	1,000	2,500	
	Repair & Maint-Equipment	01001900-546100	2,046	1,961	2,000	2,000	3,500	
	Repair & Maint Vehicles	01001900-546200	2,081	2,657	2,000	2,000	4,000	
	Operating Supplies	01001900-552000	2,508	2,776	2,000	2,000	4,000	
	Bulk Oil	01001900-552050	-	1,596	2,500	2,500	2,500	
	Uniforms	01001900-552100	1,541	1,955	2,000	2,000	3,000	
	Tool Allowance	01001900-552300	2,408	3,792	4,000	4,000	4,000	
	Gas & Oil	01001900-552700	7,315	6,944	4,000	4,000	5,000	
	Training	0100-1900-555500	1,047	115	1,500	1,500	1,500	
Total Operating Expenditures			35,747	37,127	38,125	38,125	49,625	
Capital Outlay								
	Building & Building Improve	01001900-562000	-	-	5,000	5,000	5,000	
	Machinery and Equipment	01001900-564000	16,183	16,395	22,000	22,000	15,450	
Total Capital Outlay			16,183	16,395	27,000	27,000	20,450	
Total Equipment Maintenance			267,268	273,476	308,209	308,209	383,757	

City of Zephyrhills
General Fund
Public Works: Stormwater Management Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Operating Expenditures								
	Professional Services	01003800-531000	645	14,390	200,000	200,000	50,000	
	NPDES	01003800-531600	687	687	20,000	20,000	25,000	
	Refuse Removal-Street Sweeping	01003800-543400	1,690	1,718	2,000	2,000	4,000	
	Repair & Maintenance	01003800-546000	-	-	10,000	10,000	10,000	
	Operating Supplies	01003800-552000	2,072	-	1,000	1,000	1,000	
	Training	01003800-555500	558	30	500	500	1,000	
Total Operating Expenditures			5,652	16,825	233,500	233,500	91,000	
Capital Outlay								
	Infrastructure	01003800-563000	1,665	-	-	-	-	
	Machinery and Equipment	01003800-564000	80,546	-	-	-	-	
Total Capital Outlay			82,211	-	-	-	-	
Total Stormwater			87,863	16,825	233,500	233,500	91,000	

**City of Zephyrhills
General Fund
Public Works: Streets Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01004100-512000	379,806	350,638	385,930	385,930	416,450	
	Overtime	01004100-514000	11,049	10,993	12,000	12,000	12,000	
	Fica Taxes	01004100-521100	22,207	20,899	23,928	23,928	25,820	
	Medicare Taxes	01004100-521200	5,194	4,888	5,596	5,596	6,039	
	Retirement Contributions	01004100-522100	48,250	52,138	57,461	57,461	69,336	
	Group Health	01004100-523000	124,397	127,174	136,815	136,815	138,770	
Total Personnel Services			590,903	566,728	621,730	621,730	668,415	
Operating Expenditures								
	Medical Services	01004100-531200	-	-	250	250	250	
	Professional Services	01004100-531501	-	586	15,000	15,000	20,000	
	Telephone	01004100-541000	1,431	2,128	3,000	3,000	3,500	
	Freight and Postage Services	01004100-542000	52	41	200	200	200	
	Electricity	01004100-543000	158,594	139,025	152,000	152,000	189,000	New Subdivisions
	Electricity Street Lights	01004100-543100	(584)	0	0	0	5,000	
	Water & Sewer Expense	01004100-543300	486	1,692	600	600	1,500	
	Refuse Removal	01004100-543400	-	0	1,000	1,000	1,000	
	Copy Machine Leases	01004100-544500	269	270	450	450	450	
	Repair & Maint-Equipment	01004100-546100	7,392	20,284	25,000	25,000	30,000	
	Repair & Maint-Street Sweeper	01004100-546130	-	948	2,000	2,000	2,000	
	Repair & Maint-Vehicles	01004100-546200	7,556	8,326	10,500	10,500	20,000	
	Office Supplies	01004100-551000	13	0	100	100	100	
	Operating Supplies	01004100-552000	2,478	3,731	6,500	6,500	6,500	
	Uniforms	01004100-552100	1,760	1,931	3,000	3,000	3,000	
	Tools, Small Equipment	01004100-552300	1,074	1,394	3,000	3,000	-	
	Gas & Oil	01004100-552700	16,716	16,094	18,000	18,000	25,000	
	Street Repair	01004100-553000	10,936	7,857	12,000	12,000	12,000	
	Street Marking Signs	01004100-553100	8,360	11,818	20,000	20,000	20,000	
	Street Marking-Striping	01004100-553150	8,628	1,574	25,000	25,000	25,000	
	Tree Services	01004100-553200	12,060	8,700	15,000	15,000	15,000	
	Swale Repair/Resodding	01004100-553350	4,792	3,152	5,000	5,000	5,000	
	Sidewalks	01004100-553400	5,217	10,869	15,000	15,000	15,000	
	Signal/RR Crossing Maint	01004100-553500	3,501	3,501	4,000	4,000	4,500	
	Memberships/Dues		-	-	-	-	500	
	Training	01004100-555500	112	2,555	4,000	4,000	5,000	
Total Operating Expenditures			250,843	246,473	340,600	340,600	409,500	

City of Zephyrhills
General Fund
Public Works: Streets Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Buildings/Bldg Improvements	01004100-562000	-	15,500	25,000	25,000	25,000	
	Infrastructure	01004100-563000	3,985	1,035	-	-	-	
	Machinery and Equipment	01004100-564000	297,535	-	-	-	-	
	Street Resurfacing	01004100-563000	391,557	-	-	-	-	
	SR 56 Alignment		200,000	-	-	-	-	
Total Capital Outlay			893,077	16,535	25,000	25,000	25,000	
Total Streets			1,734,823	829,736	987,330	987,330	1,102,915	

**City of Zephyrhills
General Fund
Public Works: Parks & Facilities Management Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	01007200-512000	434,172	422,107	455,072	455,072	491,935	
	Temporary/Seasonal Wages	01007200-513000	-	-	13,500	13,500	13,500	Summer Rec
	Overtime	01007200-514000	13,913	8,259	12,000	12,000	12,000	
	Fica Taxes	01007200-521100	25,339	23,907	28,214	28,214	30,500	
	Medicare Taxes	01007200-521200	5,926	5,591	6,599	6,599	7,133	
	Retirement Contributions	01007200-522100	34,739	38,138	45,508	45,508	51,822	
	Group Health	01007200-523000	147,360	158,670	177,717	177,717	167,786	
Total Personnel Services			661,449	656,671	738,610	738,610	774,676	
Operating Expenditures								
	Reemployment Tax	01007200-525000	825	-	-	-	-	
	Medical Services	01007200-531201	563	589	800	800	800	
	Contractual Services	01007200-534000	1,494	3,710	7,500	7,500	8,500	
	Contractual Services -Summer	01007200-534600	6,439	-	10,000	10,000	15,000	Summer Rec
	Telephone	01007200-541000	5,121	4,899	5,500	5,500	7,000	
	Freight and Postage Services	01007200-542000	66	72	200	200	200	
	Electricity	01007200-543000	25,017	20,801	30,000	30,000	34,500	
	Water & Sewer Expense	01007200-543300	40,981	38,621	50,000	50,000	52,000	
	Refuse Removal	01007200-543400	4,993	7,330	10,000	10,000	11,500	
	Copy Machine Leases	01007200-544500	269	243	400	400	500	
	Repair & Maint-Building	01007200-546000	29,668	49,654	55,000	55,000	70,000	
	Repair & Maint-Equipment	01007200-546100	7,251	12,373	10,000	10,000	12,000	
	Repair & Maint-Water PK/Fount	01007200-546120	8,589	8,133	9,500	8,500	10,000	
	Repair & Maint-Vehicles	01007200-546200	12,416	4,453	15,000	15,000	15,000	
	Repair & Maint-Landscaping	01007200-546620	5,129	8,419	8,000	13,000	25,000	
	Repair & Maint-Tree Planting	01007200-546650	506	-	5,000	3,000	5,000	
	Operating Supplies	01007200-552000	16,024	18,464	20,000	19,000	22,500	
	Uniforms	01007200-552100	2,468	3,131	3,500	3,500	4,000	
	Tools, Small Equipment	01007200-552300	4,211	2,706	5,000	5,000	5,000	
	Gas & Oil	01007200-552700	14,463	15,192	15,000	15,000	17,500	
	Memberships/Dues	01007200-554200	-	6	350	350	350	
	Training	01007200-555500	2,229	1,836	4,000	4,000	4,000	
Total Operating Expenditures			188,722	200,631	264,750	265,750	320,350	

City of Zephyrhills
General Fund
Public Works: Parks & Facilities Management Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Buildings/Bldg Improvements	01007200-562000	-	-	-	7,571	-	
	Infrastructure	01007200-563000	61,612	-	-	-	-	
	Landscaping	01007200-563200	17,659	8,316	17,000	16,000	10,000	
	Machinery & Equipment	01007200-564000	70,518	71,011	34,000	34,000	-	
	Tennis Center	01007200-562000	1,222,612	-	-	-	-	
Total Capital Outlay			1,372,401	79,327	51,000	57,571	10,000	
Total Parks			2,222,572	936,629	1,054,360	1,061,931	1,105,026	

City of Zephyrhills
Special Revenue Fund
Line-Item Revenue Budget

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budget Reserves/Carry Forward					
Budgeted Reserves - P4P	10010300-300100	493,968	4,259,400	4,701,000	
Budgeted Reserves - Gas Tax	10020300-300100	290,926			
Budgeted Reserves - Gas Tax Res	10030300-300100		221,368	334,724	
Budgeted Reserves - Fuel Tax Refund	10040300-300100		163,000	200,000	
Total Budget Reserves/Carry Forward		784,894	4,643,768	5,235,724	
Sales & Use Taxes					
Local Option Sales Tax	10010312-312100	2,662,404	2,095,817	2,600,000	EDR
County Gas Tax(Local Option Gas)	10020312-312410	344,350	181,831	473,000	EDR 5 cent & 6 cent
Total Sales & Use Tax		3,006,755	2,277,648	3,073,000	
State Shared Revenues					
8th Cent/Spec Motor Fuel Tax	10030335-335120	141,743	253,872	151,000	EDR Municipal Rev Share
Gas Tax Refund	10040335-335490	23,889	20,000	20,000	
Other Government Grants	10010334-337300	-	-	4,665,000	Indoor Tennis Facility - State Appropriation
Total State Shared Revenues		165,631	273,872	4,836,000	
Interest Earnings					
Interest Income-Local Opt Sales	10010361-361100	107,583	20,000	10,000	
Interest Income	10030361-361100	12,136	20,000	10,000	
Total Interest Earnings		119,719	20,000	10,000	
Total Special Revenue Fund Revenue		4,076,999	7,215,288	13,154,724	

**City of Zephyrhills
Special Revenue Fund
Line-Item Expenditure Budget**

Account Name	Account Number	Budget FY19/20	Budget FY20/21	Budget FY21/22	comments
Capital Outlay					
Penny for Pasco					
Police Vehicles	10012100-564000	310,000	255,000	357,000	5 - 7 Ford SUV's
Police Department Server	10012100-564000	60,000	12,000	-	
Police 10 GB Backbone Switch	10012100-564000	-	-	4,000	
Police Department Laptops	10012100-564000	40,000	17,500	19,000	7 PD Laptops
Mobile Live Scan	10012100-564000	-	27,000	-	
Tractor/Finish Mower (replace 2002)	10017200-564000	-	60,000	-	
Tennis Center	10017200-563000	3,937,782	-	4,665,000	Indoor Tennis Facility - 100% State Appropriation
Sign Maintenance Truck	10014100-564000	-	50,000	-	
City Yard Building Design	10017200-563000	-	-	350,000	
Simons Road Crosswalk	10014100-563111	-	30,000	-	
Sidewalk & Trail Projects	10014100-563111	50,000	150,000	1,000,000	City wide sidewalk projects
7th Street Improvements	10014100-563000	-	-	575,000	
301 Traffic Signal	10014100-563000	800,000	-	-	
County Road 54 East of Hercules	10014100-563000	-	1,117,131	581,907	
Road Improvements	10014100-563000	-	950,000	-	
Park Improvements-Design	10017200-563000	-	50,000	300,000	Hercules Park Design
Park Improvements-Construction	10017200-563000	-	-	1,100,000	
Stormwater Plan	10013800-563000	-	75,000	100,000	
Z Event Center	10017200-563000	160,000	-	-	
Carriage House/Jeffries House	10017200-563000	150,000	-	75,000	
Grapple Truck	10014100-564000	-	-	125,000	50% P4P - 50% SANITATION
Turf Sprayer/Utility Vehicle	10017200-564000	-	-	45,000	
Sub Total Penny for Pasco		5,507,782	2,793,631	9,296,907	2,669,093
Gas Tax					
Street Resurfacing	10024100-563100	600,000	500,000	600,000	Annual Street Resurfacing
Paving Machine	10024100-564000	-	-	95,000	
Trailer, Paving Machine	10024100-564000	-	-	25,000	
Tree Chipper	10024100-564000	200,000	80,000	-	
Retention Pond Fencing	10023800-563000	155,000	35,000	35,000	
Pumping Station Upgrades	10023800-564000	-	-	25,000	
Zero-Turn Mowers, Replacements	10027200-564000	-	-	22,000	2 Zero Turn Mowers
18' Lawn Trailers, Replacements	10027200-564000	-	-	13,000	2 18' Lawn Trailers
72" Contour/Turf Mower	10027200-564000	-	-	34,000	
Sub Total Gas Tax		955,000	615,000	849,000	329,724
Total Capital Outlay		6,462,782	3,408,631	10,145,907	

City of Zephyrhills
Special Revenue Fund
Line-Item Expenditure Budget

	Account Name	Account Number	Budget FY19/20	Budget FY20/21	Budget FY21/22	comments
Debt Service						
	City Hall Note - Principal	10011200-571004	430,602	440,695	451,025	
	City Hall Note - Interest	10011200-572004	164,990	149,732	139,282	
Total Sales & Use Tax			595,592	590,427	590,307	
Transfers Out						
	Transfers fr Local Option Sales Tax	10014100-591001	-	-	-	
	Transfers fr Gas & Fuel Tax	10024100-591001	-	-	-	
Total Transfers Out			-	-	-	
Non Operating Expenditures						
	Contingency	10014100-599100	3,519,293	3,198,940	2,418,510	Hercules Park
Total Contingency			3,519,293	3,198,940	2,418,510	
Total Special Revenue Fund Expenditures			10,577,667	7,197,998	13,154,724	

City of Zephyrhills
CRA Fund
Line-Item Revenue Budget

	Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Future Projects						
	Budgeted Reserves for future projects	11000300-300100	75,984	150,174	316,366	
Total Budgeted Reserves			75,984	150,174	316,366	
AD Valorem Taxes						
	Property Taxes-CRA-City	11010311-311000	143,740	194,254	256,067	
	Property Taxes-CRA-County	11020311-311000	171,670	232,216	306,781	
Total AD Valorem Taxes			315,410	426,470	562,848	136,378
Miscellaneous Revenue						
	Interest	11000361-361100	13,398	600	600	
	Main Street Reimbursement	11000338-338300	-	1,000	-	
Total Miscellaneous Revenue			13,398	1,600	600	
Total CRA Fund Revenue			404,792	578,244	879,814	

City of Zephyrhills
CRA Fund
Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	11005900-512000	69,577	69,077	71,173	71,173	76,269	
	Fica Taxes	11005900-521100	4,209	4,141	4,413	4,413	4,729	
	Medicare Taxes	11005900-521200	984	969	1,032	1,032	1,106	
	Retirement Contributions	11005900-522100	16,594	17,948	19,423	19,423	21,836	
	Group Health	11005900-523000	8,018	8,100	8,488	8,488	8,609	
Total Personnel Services			99,382	100,235	104,529	104,529	112,549	
Operating Expenditures								
	Professional Services	11005900-531500	55,742	18,700	50,000	50,000	-	
	Prof Ser - Software & Support	11005900-531700	-	-	1,665	1,665	1,892	
	Contractual Services	11005900-534000	8,375	69,613	74,000	74,000	48,923	
	Telephone/Communication	11005900-541000	2,155	1,516	2,200	2,200	3,200	
	Refuse Removal	11005900-543400	50	71	100	100	500	
	Copy Machine Leases	11005900-544500	451	-	1,000	1,000	-	
	Promotional Activities	11005900-548000	5,000	1,134	10,000	10,000	5,000	
	Office Supplies	11005900-551000	366	91	500	500	250	
	Operating Supplies	11005900-552000	864	395	2,000	2,000	1,000	
	Memberships/Dues	11005900-554200	500	1,370	1,500	1,500	1,500	
	Sidewalks	11005900-553400	-	-	50,000	50,000	-	
	Training	11005900-555500	3,823	676	750	750	1,000	
	CRA Incentives	11005900-556200	15,000	10,500	180,000	191,832	6,500	Mural Lake Necessity
Total Operating Expenditures			92,326	104,065	373,715	385,547	69,765	
Capital Outlay								
	Little But Loud	11005900-563000	-	-	-	-	250,000	
	Methodist Church Parking Lot	11005900-563000	-	-	-	-	320,000	
	Entrance Signage	11005900-563000	-	-	-	-	102,500	
Total Capital Outlay			-	-	-	-	672,500	
Contributions								
	Building Facade Grants	11005900-583010	15,434	17,500	100,000	100,000	25,000	
	Reserve	11005900-599100	-	-	-	-	-	
Total Contributions			15,434	17,500	100,000	100,000	25,000	
Total CRA Fund Expenditures			207,142	221,799	578,244	590,076	879,814	

**City of Zephyrhills
Impact Fee Fund
Line-Item Revenue Budget**

	Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budgeted Reserves/Carry Forward						
	Transportation Impact Fees	12010300-300100	2,345,485	2,498,000	3,768,000	
	Fire Impact Fees	12020300-300100	-	-	48,972	
	Park Impact Fees	12030300-300100	-	200,000	462,509	
	Police Impact Fees	12040300-300100	-	200,000	326,954	
Total Budgeted Reserves/Carry Forward			2,345,485	2,898,000	4,606,435	
Permits, Fees & Special Assessments						
	Transportation Impact Fees	12010324-324100	1,105,385	825,000	1,200,000	
	Fire Impact Fees	12020324-324100	107,022	-	-	
	Park Impact Fees	12030324-324100	309,545	200,000	220,000	
	Police Impact Fees	12040324-324100	99,377	60,000	110,000	
	Art Impact Fees	12050324-324620	-	-	-	
Contributions						
	State Contribution Pretty Pond	12010334-334110	-	2,300,000	-	
Total Permits, Fees & Special Assessments & Contributions			1,621,330	3,385,000	1,530,000	
Interest Earnings						
	Interest Income-Transp Impact	12010361-361100	34,898	7,000	7,000	
	Interest Income-Fire Impact Fee	12020361-361100	4,784	-	-	
	Interest Income-Park Impact Fee	12030361-361100	958	200	200	
	Interest Income-Police Impact Fee	12040361-361100	2,927	1,000	200	
Total Interest Earnings			43,567	8,200	7,400	
Total Impact Fee Fund Revenue			4,010,382	6,291,200	6,143,835	

**City of Zephyrhills
Impact Fee Fund
Line-Item Expenditure Budget**

Account Name	Account Number	Budget FY19/20	Budget FY20/21	Budget FY21/22	comments
Capital Outlay					
Transportation					
Simons Rd	12014100-563100	2,000,000	50,000	-	
Pretty Pond Road & Traffic Signal	12014100-563000	2,015,000	2,800,000	-	
Dairy Road to Kossik Road Project	12014100-563000	-	-	800,000	
Design/Construct Jennifer Lane	12014100-563000	-	-	120,000	Design 20K; Construction 100K
Simons Road Phase II	12014100-563000	-	-	2,320,000	
Road Improvements	12014100-563000	-	-	350,000	350K Gateway Project
Eiland and Simons Intersection	12014100-563000	-	-	800,000	
Transportation Impact Fee Study	12014100-563000	-	-	50,000	
Contingency	12014100-599000	-	2,780,000	535,000	
Fire					
Fire - Pasco County Merger	12022200-534000	-	-	48,972	
Fire Equipment	12022200-564000	457,001	-	-	
Fire Equipment	12022200-564000	111,041	-	-	
Parks					
Tennis Center	12037200-563000	125,030	-	-	
Playground Equipment	12037200-564000	-	150,000	150,000	
Parks Capital Projects	12037200-599000	-	250,200	532,709	
Police					
Solar Speed Signs	12042100-564000	-	-	17,000	
Incident Command Unit Reno	12042100-564000	-	-	85,000	
Gator	12042100-564000	-	-	20,000	
Voice Stress Analysis	12042100-564000	-	-	10,000	Includes Training
CAD System Upgrade	12042100-564000	-	-	305,154	
Police Capital Projects	12042100-599000	253,700	261,000	-	
Total Impact Fee Fund Expenditures		4,961,772	6,291,200	6,143,835	

City of Zephyrhills
Utility Impact Fee Fund
Line-Item Revenue Budget

	Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budgeted Reserves/Carry Forward						
	Budgeted Reserves	14010300-300100	-	3,470,597	5,000,000	
Total Budgeted Reserves/Carry Forward			-	3,470,597	5,000,000	
Permits, Fees & Special Assessments						
	Water, Connection Fees	14010324-324100	357,710	518,400	439,000	
	Sewer, Connection Fees	14020324-324100	569,516	339,600	828,000	
Total Permits, Fees & Special Assessments			927,226	858,000	1,267,000	
Interest Earnings						
	Interest Income-Water Cnxn	14010361-361100	19,604	-	10,000	
	Interest Income-WW Cnxn	14020361-361100	30,886	-	15,000	
Total Interest Earnings			50,490	-	25,000	
Total Utility Impact Fee Fund Revenue			977,716	4,328,597	6,292,000	

City of Zephyrhills
Utility Impact Fee Fund
Line-Item Expenditure Budget

	Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Transfers Out						
	Connection Impact Fee	14013300-591001	-	1,442,866	2,097,333	
	Connection Impact Fee	14023500-591001	-	2,885,731	4,194,667	
Total Transfers Out			-	4,328,597	6,292,000	
Total Utility Impact Fee Fund Expenditures			-	4,328,597	6,292,000	

City of Zephyrhills
Utility Fund
Line-Item Revenue

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budgeted Reserves/Carry Forward					
Budgeted Reserves	41000300-300100	320,703	0	0	
Total Budgeted Reserves/Carry Forward		320,703	0	0	
Charges for Services					
Water Meter Installation	41000343-343301	244,368	-	-	
Water & Sewer Charges	41000343-343600	9,192,327	10,764,332	11,937,000	
Total Charges for Services		9,436,695	10,764,332	11,937,000	
Interest Earnings					
Interest Income-Utility	41000361-361100	27,991	10,000	20,000	
Total Interest Earnings		27,991	10,000	20,000	
Miscellaneous Revenue					
Bottled Water	41000366-366100	2,132,578	110,000	130,000	
Surplus Property Sales	41000364-364400	10,530	10,000	10,000	
Scrap Sales	41000365-365000	5,957	6,000	6,000	
Pasco County	41000349-349100	2,333	-	-	
FDEP Grant	41000334-334310	1,716,452	-	-	
Federal - Other Physical Env	41000331-331390	-	-	4,000,000	North Side Lift Station and Force Main
Other Gov Grants - Physical Env	41000334-337300	903,615	-	-	
Gain/Loss Sale of Fixed Assets	41000364-364500	14,902	-	-	
State Revolving Fund Proceeds	41000384-384000	-	1,153,908	314,563	
Miscellaneous	41000369-369900	190,682	57,000	57,000	
Total Miscellaneous Revenue		4,977,049	1,336,908	4,517,563	
Transfers In-Interfund					
Transfer: Water Connection Fee	41000381-381330	-	4,328,597	6,292,000	
Total Transfers In-Interfund		-	4,328,597	6,292,000	
Total Utility Fund Revenue		14,762,438	16,439,837	22,766,563	

City of Zephyrhills
Utility Fund
Utility Administration Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	41003000-512000	125,838	136,084	128,770	128,770	137,666	
	Fica Taxes	41003000-521100	7,235	7,207	7,984	7,984	8,535	
	Medicare Taxes	41003000-521200	1,692	1,685	1,867	1,867	1,996	
	Retirement Contributions	41003000-522100	33,832	37,384	27,391	27,391	31,255	
	Group Health	41003000-523000	29,630	31,021	32,502	32,502	32,966	
	Worker's Compensation	41003000-524000	-	-	-	-	7,838	
Total Personnel Services			198,227	213,380	198,514	198,514	220,256	
Operating Expenditures								
	Professional Services	41003000-531500	12,569	38,289	20,000	84,982	125,000	Outside professional services
	Prof Ser - Software & Support	41003000-531700	-	0	52,537	52,537	90,140	
	Contractual Services	41003000-534000	1,974	1,409	100,000	100,000	50,000	CityWorks throughout Utilities.
	Telephone	41003000-541000	646	658	1,000	1,000	1,000	
	Freight and Postage Services	41003000-542000	152	90	200	200	200	
	Copy Machine Leases	41003000-544500	1,200	1,200	1,200	1,200	1,200	
	Repair & Maint Vehicles	41003000-546200	394	281	500	500	500	
	Office Supplies	41003000-551000	68	365	700	700	700	
	Operating Supplies	41003000-552000	128	857	500	500	1,000	
	Gas & Oil	41003000-552700	1,160	32,034	1,200	1,200	500	
	Memberships/Dues	41003000-554200	978	523	1,000	1,000	1,000	
	Training	41003000-555500	7,101	2,271	5,000	5,000	5,000	
	Depreciation Expense	41003000-559100	4,277	4,270	-	-	-	
Total Operating Expenditures			30,647	82,249	183,837	248,819	276,240	
Debt Service								
	Loan Principal/Int WWTP	41003000-571002	215,437	195,322	1,159,261	1,159,261	1,317,076	85020 \$653,179; 805030 \$506,081; 50531 \$157,815
	BB&T Fathom Loan	41003000-571003	54,283	98,510	737,915	737,915	737,915	Loan payment
Total Debt Service			269,720	293,831	1,897,176	1,897,176	2,054,991	
Transfers Out								
	Administrative Transfer-GF	41003000-591001	1,001,200	1,037,026	1,237,898	1,237,898	1,372,755	12% of Utility Revenue
	Administrative Transfer-AF	41003000-591420	176,850	176,850	176,850	176,850	234,850	58K RIB Property
	PILOT	41003000-591000	216,000	-	-	-	-	
	Reserve	41003000-599100	-	-	-	-	-	
Total Transfer Out			1,394,050	1,213,876	1,414,748	1,414,748	1,607,605	
Total Utilities Administration			1,892,644	1,803,336	3,694,275	3,759,257	4,159,092	

**City of Zephyrhills
Utility Fund
Utility Billing Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	41001300-512000	128,358	158,394	175,665	175,665	193,655	
	Overtime	41001300-514000	405	306	500	500	500	
	Fica Taxes	41001300-521100	7,440	8,906	10,891	10,891	12,007	
	Medicare Taxes	41001300-521200	1,740	2,083	2,547	2,547	2,808	
	Retirement Contributions	41001300-522100	10,224	13,963	17,567	17,567	20,954	
	Group Health	41001300-523000	20,721	34,455	42,440	42,440	54,444	
	Worker's Compensation	41001300-524000	-	-	-	-	668	
Total Personnel Services			168,889	218,107	249,610	249,610	285,036	
Operating Expenditures								
	Medical Services	41001300-531200	65	65	-	-	150	
	Professional Services	41001300-531500	5,381	8,081	-	-	-	
	Contractual Services	41001300-534000	646,377	1,004,596	745,000	745,000	750,000	
	Contractual Services-TempLabor	41001300-534300	5,381	4,166	-	-	-	
	Credit Card Processing Fees	41001300-534700	120,820	108,658	130,000	130,000	130,000	
	Telephone	41001300-541000	760	1,708	800	800	1,500	Email to Text
	Freight and Postage Services	41001300-542000	65	469	100	100	1,100	
	Postage On Billing	41001300-542100	-	-	-	-	-	
	Copy Machine Leases	41001300-544500	1,163	1,392	1,180	1,180	1,400	
	Office Supplies	41001300-551000	1,842	1,640	1,700	1,700	800	
	Operating Supplies	41001300-552000	786	654	600	600	600	
	Software	41001300-552900	-	-	-	-	100,000	UB Software Contingency
	Training	41001300-555500	-	-	1,400	1,400	1,700	
Total Operating Expenditures			782,640	1,131,429	880,780	880,780	987,250	
Capital Outlay								
	Machinery & Equipment	41001300-564000	-	2,419	-	-	3,000	Tyler Cashiering Receipt Printers
Total Capital Outlay			-	2,419	-	-	3,000	
Total Utility Billing			951,529	1,351,955	1,130,390	1,130,390	1,275,286	

City of Zephyrhills
Utility Fund
Water Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	41003300-512000	393,969	431,249	485,111	485,111	550,917	
	Overtime	41003300-514000	31,648	29,405	25,000	25,000	30,000	
	Fica Taxes	41003300-521100	26,216	26,727	30,077	30,077	34,157	
	Medicare Taxes	41003300-521200	6,131	6,251	7,034	7,034	7,988	
	Retirement Contributions	41003300-522100	138,719	152,963	47,811	47,811	58,853	
	Group Health	41003300-523000	170,701	190,975	194,062	194,062	250,154	
	Worker's Compensation	41003300-524000	-	-	-	-	19,792	
Total Personal Services			767,384	837,569	789,095	789,095	951,861	
Operating Expenditures								
	Medical Services	41003300-531200	262	88	500	500	200	
	Laboratory Analysis	41003300-531300	7,745	11,905	10,000	10,000	10,000	
	Professional Services	41003300-531500	69,241	114,906	110,000	124,366	150,000	
	Contractual Services	41003300-534000	48,162	8,676	60,000	60,000	60,000	
	Property Tax	41003300-538000	-	73	-	-	0	
	Telephone	41003300-541000	11,853	14,239	20,000	20,000	20,000	
	Freight & Postage Services	41003300-542000	124	158	500	500	500	
	Electricity	41003300-543000	115,407	110,206	140,000	140,000	140,000	
	Water & Sewer Expense	41003300-543300	152	2,405	200	200	200	
	Refuse Removal	41003300-543400	73	0	100	100	0	
	Leases & Rentals	41003300-544000	-	0	1,000	1,000	1,000	
	Copy Machine Leases	41003300-544500	269	518	300	300	500	
	Repair & Maint-Buildings	41003300-546000	7,753	5,971	8,000	8,000	4,000	
	Repair & Maint-Equipment	41003300-546100	22,303	20,220	35,000	33,000	35,000	
	Repair & Maint-Vehicles	41003300-546200	6,853	15,910	18,000	18,000	12,000	
	Water Tank Maintenance	41003300-546300	22,590	22,590	30,000	30,000	30,000	
	Licenses and Permits	41003300-549200	103,136	100	2,000	2,000	1,000	
	Office Supplies	41003300-551000	441	134	2,000	2,000	3,040	
	Operating Supplies	41003300-552000	17,652	29,531	35,000	35,000	35,000	
	Uniforms	41003300-552100	3,725	2,434	6,000	6,000	6,000	
	Tools, Small Equipment	41003300-552300	4,645	9,438	8,000	6,900	8,000	
	Chemicals & Chlorine Gas	41003300-552400	20,890	18,262	30,000	30,000	20,000	
	Gas & Oil	41003300-552700	21,004	22,047	25,000	25,000	25,000	
	Memberships/Dues	41003300-554200	1,095	1,650	1,000	1,000	2,000	
	Training	41003300-555500	8,456	6,275	12,000	12,000	12,000	
	Depreciation Expense	41003300-559100	1,189,483	1,213,340	-	-	-	
Total Operating Expenditures			1,683,314	1,631,074	554,600	565,866	575,440	

City of Zephyrhills
Utility Fund
Water Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Buildings/Bldg Improvements	41003300-562000	-	-	1,000,000	1,000,000	350,000	Design of City Yard
	Infrastructure	41003300-563000	732,108	183,873	2,805,000	2,695,471	4,125,000	
	Machinery and Equipment	41003300-564000	78,223	220,136	75,000	93,137	138,000	
	Inventory Purchases	41003300-565900	200,936	292,443	180,000	380,000	350,000	
Total Capital Outlay			1,011,267	696,453	4,060,000	4,168,608	4,963,000	
Total Water			3,461,965	3,165,096	5,403,695	5,523,570	6,490,301	

562000	Buildings/Bldg Improvements		350,000
	This line item will be used for the Design, Engineering, and construction to move the Water Division		
563000	Infrastructure	Capital Water Line R & R	150,000
	For the repair and replacement of water and reclaim lines that are past their life expectancy or are in		
563000	Infrastructure	System Evaluation & Mapping	75,000
	This project is to locate, via GPS, water mains, valves, etc. that are not in our GIS data base and have		
563000	Infrastructure	Well Rehabilitation	70,000
	This project includes the pulling, rewinding, and cleaning of the pumps, motors & well casings at Well		
563000	Infrastructure	Backflow replacement Program	100,000
	We will be skipping the 4th year of a 10 year program to change out all Dual Check Valves throughout		
563000	Infrastructure	SCADA System Upgrade	30,000
563000	Infrastructure	Water Line Ext Copeland to Tucker	2,000,000
	This project is to connect an existing 12" water line at Copeland to an existing 12" water line at Tucker		
563000	Infrastructure	Water Line Ext Phelps to Simmons	1,500,000
	This project is to extend an 8" water line from Phelps Rd to Simmons Rd along Fort King Rd.		
563000	Infrastructure	Generator Replacement Tank Site	100,000
	This project is to replace the aging emergency generator at the tank site WA # 206.		
563000	Infrastructure	Well 10 Building Construction	100,000
	This project is to plan and construct a building around Well # 10 which is currently located outside in		
564000	Machinery and Equipment		
	New Tractor Backhoe to replace Wastewater #117. Wastewater will receive Water #115.		130,000
	Water will receive new Backhoe.		
	Computer/Laptop upgrades and new monitors for the Water Division.		8,000
565900	Inventory Purchases		350,000
	All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.		
	Purchase of meters, pipes, tubing, fittings, valves and other related hardware needed for the minor repairs and maintenance of the water distribution system that are not part of a planned, capital improvement project.		
	Also, to include paving, concrete repairs of roads, sidewalks and parking lots due to main breaks and/or leaks.		

City of Zephyrhills
Utility Fund
Wastewater Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	41003500-512000	566,071	537,179	626,316	626,316	681,490	
	Overtime	41003500-514000	57,606	58,785	50,000	50,000	50,000	
	Fica Taxes	41003500-521100	36,068	32,941	38,832	38,832	42,252	
	Medicare Taxes	41003500-521200	8,435	7,704	9,081	9,081	9,882	
	Retirement Contributions	41003500-522100	150,363	165,681	54,070	54,070	64,668	
	Group Health	41003500-523000	154,229	147,495	163,878	163,878	192,878	
	Worker's Compensation	41003500-524000	-	-	-	-	35,054	
Total Personnel Services			972,772	949,785	942,177	942,177	1,076,224	
Operating Expenditures								
	Reemployment Tax	41003500-525000	-	0	-	-	0	
	Medical Services	41003500-531200	466	239	800	800	500	
	Laboratory Analysis	41003500-531300	15,696	18,735	20,000	20,000	20,000	
	Professional Services	41003500-531500	8,555	15,700	20,000	20,000	535,000	Manhold Geolocating; WWTP Operating Permit Renewal.
	Contractual Services	41003500-534000	1,061	462	500	500	500	
	Contractual Hauling	41003500-534500	80,968	92,504	85,000	85,000	85,000	
	Property Tax	41003500-538000	127	34	-	-	0	
	Telephone	41003500-541000	8,746	11,546	10,000	10,000	10,000	
	Freight & Postage Services	41003500-542000	211	396	500	500	500	
	Electricity	41003500-543000	361,004	336,933	300,000	300,000	300,000	
	Water & Sewer Expense	41003500-543300	4,187	4,061	4,000	4,000	5,000	
	Refuse Removal	41003500-543400	3,981	4,249	6,000	6,000	5,000	
	Copy Machine Leases	41003500-544500	231	0	-	-	0	
	Repair & Maint-Buildings	41003500-546000	16,324	9,116	8,000	8,000	8,000	
	Repair & Maint-Equipment	41003500-546100	115,085	112,015	75,000	75,000	90,000	SCADA system; Lift Station instrumentation.
	Repair & Maint-Vehicles	41003500-546200	15,678	15,370	30,000	30,000	30,000	
	Repairs & Maint- Infrastructure	41003500-546300	-	35,321	75,000	75,000	100,000	Replace pump/motor frames. Lift Station Repairs.
	Licenses and Permits	41003500-549200	1,596	400	1,500	1,500	1,000	
	Office Supplies	41003500-551000	922	545	1,000	1,000	2,560	
	Operating Supplies	41003500-552000	26,435	28,540	30,000	30,000	30,000	
	Uniforms	41003500-552100	5,034	2,753	5,000	5,000	5,000	
	Tools, Small Equipment	41003500-552300	3,367	5,806	6,000	6,000	6,000	
	Chemicals & Chlorine Gas	41003500-552400	120,293	146,143	200,000	200,000	225,000	
	Gas & Oil	41003500-552700	20,463	19,956	20,000	20,000	25,000	
	Memberships/Dues	41003500-554200	1,050	1,620	1,000	1,000	1,600	
	Training	41003500-555500	8,697	5,131	10,000	10,000	10,000	
	Depreciation Expense	41003500-559100	1,584,024	1,611,851	-	-	-	
Total Operating Expenditures			2,404,201	2,479,422	909,300	909,300	1,495,660	

City of Zephyrhills
Utility Fund
Wastewater Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Buildings/Bldg Improvements	41003500-562000	-	-	-	-	-	
	Machinery and Equipment	41003500-564000	125,126	136,419	485,000	470,685	85,000	
	Infrastructure	41003500-563000	3,608,870	2,379,135	3,860,000	10,124,345	8,170,000	
	Capital Purchases Inventory	41003500-565900	10,989	4,550	15,000	15,000	15,000	
Total Capital Outlay			3,744,985	2,520,103	4,360,000	10,610,030	8,270,000	
Total Wastewater			7,121,958	5,949,311	6,211,477	12,461,507	10,841,884	

563000	Infrastructure	Surge Tank To control the amount of flow coming into the WWTP	1,000,000
563000	Infrastructure	Lift Station Alarm System Upgrades This project is to continue to add SCADA (alarm systems) to the Lift Stations so that they can be	60,000
563000	Infrastructure	Lift Station Major Rehabilitation Project This project is to continue with the rehabilitation/repairs of our lift stations. This will be an on-going	400,000
563000	Infrastructure	Sewer Manhole major Rehabilitation This project is to continue with the rehabilitation/repairs of our sewer manholes. This will be an on-	150,000
563000	Infrastructure	Sewer Line Rehabilitation Gravity Line Lining	400,000
563000	Infrastructure	WWTP PLC & Hardware Upgrades The existing outdated WWTP SCADA system has been updated and requires existing PLC hardware to	25,000
563000	Infrastructure	North Side L.S and FM	4,000,000
563000	Infrastructure	Lift Station Generator Package Install new generator and switch gear at lift station. One per year. Will do a lot more when we	85,000
563000	Infrastructure	Sludge Holding Tank Coating Coat interior metal surfaces	50,000
563000	Infrastructure	City/County Reclaimed and Water Systems Possible interlocal agreement with Pasco County to install a reclaimed water interconnect line and	2,000,000
564000	Machinery and Equipment	New Chevy 2500 HD 4x4 Diesel Truck - Replace 2007 #85	75,000
		Computers and Monitors	10,000
565900	Inventory Purchases	All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.	15,000

City of Zephyrhills
Airport Fund
Line-Item Revenues

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budget Reserves/Carry Forward					
Budgeted Reserves	42000300-300100	-	69,000	100,000	
Total Budgeted Reserves/Carry Forward		-	69,000	100,000	
State Shared Revenues					
Taxiway B Grant	42000334-334410	14,645	-	-	
T-Hangar Roof Grant	42000334-334410	-	-	-	
Seal Apron Grant	42000334-334410	-	-	-	
Jet Parking Lot State 100%	42000334-334410	-	-	3,000,000	
Fuel Farm FDOT 80%	42000334-334410	9,898	640,000	-	
Airfield Beacon FDOT 80%	42000334-334410	7,524	148,000	-	
Taxiway A Construction FAA 100%	42000331-331410	-	265,000	3,600,000	
Runway Extension Grant	42000334-334410	204,044	5,700,000	-	
Total State Shared Revenues		236,111	6,753,000	6,600,000	
Charges for Services					
Airport Rental/Lease	42000344-344100	258,208	265,000	269,544	
Tie Down Fees	42000344-344101	9,812	10,080	12,175	
Fuel Sales	42000344-344102	540,700	645,000	652,887	
Oil Sales	42000344-344103	5,629	5,400	9,676	
Fuel Flowage Fees	42000344-344105	3,963	3,960	3,991	
Shade Hanger Rent	42000344-344106	15,000	15,000	15,167	
T Hanger Rent	42000344-344107	437,902	437,000	449,975	
Trailer Parking	42000344-344109	12,822	-	10,770	
Airport Venue	42000347-347510	-	-	2,000	
Total Charges for Services		1,284,036	1,381,440	1,426,185	
Miscellaneous Income					
Surplus Property Sales	42000364-364400	-	5,000	5,000	
Gain/Loss Sale of Fixed Assets	42000364-364500	4,050	-	-	
Miscellaneous Income	42000369-369900	11,492	15,000	21,656	
Total Miscellaneous Income		15,542	20,000	26,656	

City of Zephyrhills
Airport Fund
Line-Item Revenues

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Transfers In - Interfund					
Transfer Fr Utility Fund	42000381-381410	176,850	176,850	234,850	
Transfer Fr Sanitation	42000381-381430	-	31,440	31,440	
Transfer Fr General Fund	42000381-381100	-	18,740	18,740	
Total Transfers In - Interfund		176,850	227,030	285,030	
Intrest Earnings					
Interest Income	42000361-361100	16,945	-	3,060	
Total Non-Operating Sources		16,945	-	3,060	
Total Airport Fund Revenue		1,729,484	8,450,470	8,440,931	

City of Zephyrhills
Airport Fund
Line-Item Expenditure Budget

Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services							
Salaries	42004200-512000	248,913	252,740	263,750	263,750	286,376	
Overtime	42004200-514000	7,109	6,176	6,000	6,000	6,000	
Fica Taxes	42004200-521100	14,044	13,308	16,353	16,353	17,755	
Medicare Taxes	42004200-521200	3,285	3,112	3,824	3,824	4,152	
Retirement Contributions	42004200-522100	55,755	52,070	25,634	25,634	29,515	
Group Health	42004200-523000	90,484	99,566	108,994	108,994	110,552	
Worker's Compensation	42004200-524000	-	-	-	-	10,640	
Total Personnel Services		419,590	426,972	424,555	424,555	464,990	
Operating Expenditures							
Medical Services	42004200-531200	285	44	320	320	320	
Professional Services	42004200-531500	1,750	2,700	3,500	3,500	15,000	Infield Design Cooperate Layout
Prof Ser - Software & Support	42004200-531700	-	-	9,125	9,125	10,468	
Contractual Services	42004200-534000	14,357	207	4,200	4,200	11,000	QT POD 5YR Plan \$4,500 Cintas Increase
Processing Fees Credit Cards	42004200-534700	26,724	25,839	30,000	30,000	31,500	
Property Tax	42004200-538000	-	-	-	-	1,000	
Telephone	42004200-541000	4,828	4,755	5,000	5,000	5,000	
Aeronautical Communications	42004200-541200	360	-	7,000	7,000	5,500	
Freight & Postage Services	42004200-542000	979	929	925	925	925	
Electricity	42004200-543000	21,747	22,525	21,000	21,000	21,200	
Water & Sewer Expense	42004200-543300	5,037	5,262	5,000	5,000	5,875	
Refuse Removal	42004200-543400	703	743	1,000	1,000	1,000	
Copy Machine Leases	42004200-544500	1,129	1,347	1,300	1,300	1,100	
Repair & Maint-Buildings	42004200-546000	2,541	6,991	8,000	8,000	8,000	
Repair & Maint-Equipment	42004200-546100	16,835	14,148	15,000	15,000	14,000	
Repair & Maint-Vehicles	42004200-546200	3,121	1,408	2,500	2,500	1,800	
Repair & Maint-Infrastructure	42004200-546300	11,910	12,030	83,000	83,000	35,000	
Promotional Activities	42004200-548000	425	143	500	500	800	
Special Events	42004200-548900	-	-	1,000	1,000	500	
Legal Ads	42004200-549000	495	-	1,000	1,000	500	
Office Supplies	42004200-551000	635	540	700	700	800	
Operating Supplies	42004200-552000	3,412	4,542	4,500	4,500	4,500	
Uniforms	42004200-552100	-	781	1,500	1,500	1,500	
Tools, Small Equipment	42004200-552300	2,334	690	1,500	1,500	1,500	
Gas & Oil City Use	42004200-552700	7,457	12,223	7,700	7,700	8,000	
Memberships/Dues	42004200-554200	818	675	1,100	1,100	4,000	Yearly License Certification
Training	42004200-555500	1,906	1	3,300	3,300	3,500	
Depreciation Expense	42004200-559100	999,855	986,122	-	-	-	
Gas & Oil Resale	42004200-565900	461,890	459,015	520,000	520,000	600,000	
Total Operating Expenditures		1,591,533	1,563,661	739,670	739,670	794,288	

**City of Zephyrhills
Airport Fund
Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Land Acquisition (Runway Expansio	42004200-561000	-	122,658	-	-	-	
	Fuel Farm	42004200-562000	-	-	800,000	800,000	-	
	Infrastructure	42004200-563000	2,177,491	12,373	-	-	-	
	Runway Extension 1/19	42004200-563000	-	204,045	5,700,000	5,700,000	-	
	Airfield Beacon	42004200-563000	-	9,405	185,000	185,000	-	
	Jet Parking Lot	42004200-563000	-	-	-	-	3,000,000	3.0 mil State 100%
	Taxiway Alpha Construction	42004200-563000	-	-	265,000	265,000	3,600,000	3.6 mil Alpha FAA 100%
	Machinery and Equipment	42004200-564000	42,171	116,681	-	-	38,000	12/24 volt Start Pac & GPU/ Golf Cart or RTV
Total Capital Outlay			2,219,662	465,161	6,950,000	6,950,000	6,638,000	
Transfer Out								
	Administrative Trf Gen Fund	42004200-591001	20,000	20,000	20,000	20,000	20,000	
Total Transfers Out			20,000	20,000	20,000	20,000	20,000	
Non Operating Expenditures								
	Contingency	42004200-599000	-	-	316,245	316,245	523,653	
Total Non Operating Expenditures			-	-	316,245	316,245	523,653	
Total Airport Fund Expenditures			4,250,785	2,475,794	8,450,470	8,450,470	8,440,931	

City of Zephyrhills
Sanitation Fund
Line-Item Revenue

Account Name	Account Number	FY20 Actual	FY21 Budget	FY22 Proposed	comments
Budgeted Reserves/Carry Forward					
Budgeted Reserves	43000300-300100	767,708	153,334	120,609	
Budgeted Reserves - Renew & Replace	43010300-300100	351,525	-	-	
Total Budgeted Reserves/Carry Forward		1,119,233	153,334	120,609	
Charges for Services					
Sanitation Charges	43000343-343700	1,577,936	1,680,000	1,818,300	Increase for CPI 4.5% and growth
Total Charges for Services		1,577,936	1,680,000	1,818,300	
Interest Earnings					
Interest Income	43000361-361100	21,019	5,000	5,000	
Total Interest Earnings		21,019	5,000	5,000	
Miscellaneous Revenue					
Miscellaneous Income	43000369-369900	218	1,000	1,000	
Surplus Property Sales	43000364-364400	14,225	-	-	
Gain/Loss Sale of Fixed Assets	43000364-364500	(19,483)	-	-	
Scrap Sales-Sanitation	43000365-365000	1,194	-	-	
Sanitation Franchsie Fees	43000323-323430	15,883	15,000	18,121	
Insurance Proceeds	43003850-385000	84,846	-	-	
Total Miscellaneous Revenue		96,883	16,000	19,121	
Total Sanitation Fund Revenue		2,815,071	1,854,334	1,963,030	

**City of Zephyrhills
Sanitation Fund
Line-Item Expenditure Budget**

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Personnel Services								
	Salaries	43003400-512000	382,210	399,355	393,685	393,685	429,800	
	Overtime	43003400-514000	33,891	22,315	16,053	16,054	16,053	
	Fica Taxes	43003400-521100	22,963	22,560	24,408	24,408	26,649	
	Medicare Taxes	43003400-521200	5,370	5,276	5,708	5,708	6,232	
	Retirement Contributions	43003400-522100	110,719	62,730	42,857	42,857	49,311	
	Group Health	43003400-523000	128,907	123,817	132,914	132,914	134,812	
	Worker's Compensation	43003400-524000	-	-	-	-	57,368	
Total Personnel Services			684,060	636,053	615,625	615,626	720,225	
Operating Expenditures								
	Reemployment Tax	43003400-525000	-	-	-	-	-	
	Medical Services	43003400-531200	315	93	250	250	250	
	Professional Services	43003400-531500	25,720	6,000	50,000	46,000	38,159	
	Prof Ser - Software & Support	43003400-531700	-	-	16,456	20,456	19,394	
	Contractual Services	43003400-534000	23	27	500	500	500	
	Contractual Services-TempLabor	43003400-534300	-	-	-	-	3,000	
	Telephone	43003400-541000	2,291	2,517	3,000	3,000	3,500	
	Freight and Postage Services	43003400-542000	93	54	300	300	300	
	Refuse Removal	43003400-543400	-	-	1,500	1,500	1,500	
	Rental & Leases	43003400-544000	-	-	10,000	10,000	10,000	
	Copy Machine Leases	43003400-544500	269	243	500	500	500	
	Repair & Maint Equipment	43003400-546100	3,785	2,896	12,000	12,000	12,000	
	Repair & Maint Vehicles	43003400-546200	103,373	140,611	90,000	90,000	120,000	
	Operating Supplies	43003400-552000	8,842	12,933	15,000	15,000	15,000	
	Dumpsters< \$1,000	43003400-552090	9,448	25,638	27,000	27,000	30,000	
	Uniforms	43003400-552100	2,411	2,909	3,500	3,500	4,000	
	Tools, Small Equipment	43003400-552300	-	82	-	-	1,000	
	Landfill Fees	43003400-552500	21,966	23,187	18,000	18,000	30,000	
	Community Clean-up Fees	43003400-552665	2,713	7	7,500	7,500	7,500	
	Gas & Oil	43003400-552700	85,326	147,738	80,000	80,000	115,000	
	Memberships/Dues	43003400-554200	315	441	600	600	600	
	Training	43003400-555500	1,386	(381)	3,000	3,000	3,000	
	Depreciation Expense	43003400-559100	258,218	270,295	-	-	-	
Total Operating Expenditures			526,494	635,289	339,106	339,106	415,203	

City of Zephyrhills
Sanitation Fund
Line-Item Expenditure Budget

	Account Name	Account Number	FY19 Actual	FY20 Actual	FY21 Original Budget	FY21 Amended Budget	FY22 Proposed	comments
Capital Outlay								
	Building & Building Improvement	43003400-562000	15,000	14,610	10,000	10,000	12,000	
	Machinery and Equipment	43003400-564000	670,117	545,342	352,500	352,500	348,500	
	Roll-off Dumpsters	43003400-564090	4,561	4,071	5,000	5,000	15,000	
Total Capital Outlay			689,678	564,023	367,500	367,500	375,500	
Debt Service								
	BB&T Fathom Loan	43003400-571000	1,542	2,797	20,662	20,662	20,662	
Total Debt Service			1,542	2,797	20,662	20,662	20,662	
Transfers Out								
	Administrative Trf Gen Fund	43003400-591001	890,000	701,258	480,000	480,000	400,000	
	Transfer to Airport	43003400-591420	-	-	31,440	31,440	31,440	
Total Transfers Out			890,000	701,258	511,440	511,440	431,440	
Total Sanitation Fund Expenditures			2,791,774	2,539,420	1,854,334	1,854,334	1,963,030	

**City of Zephyrhills
Capital Recap**

General Fund		Amount	Funding Source
Administration			
	New SUV	30,000	General
Information Technology			
	New SUV	30,000	General
Police			
	New Police Dog	17,250	General
	Police Building Improvements	20,000	General
Police Dispatch			
	CAD System Upgrade	163,825	General
Building/Code Enforcement			
	New SUV	30,000	General
Library			
	Books	24,000	General
	Books	6,000	General
Public Works: Equipment Maintenance			
	Diagnostic Scanner Software, Heavy Vehicles	1,500	General
	Diagnostic Scanner Software, Light Vehicles	1,200	General
	EVAC Waste Oil Drain	750	General
	Wheel Balancing Machine	5,500	General
	Freon Recovery Machine	6,500	General
	Equipment Maintenance Building Improvements	5,000	General
Public Works: Streets			
	Streets Building Improvements	25,000	General
Public Works: Parks			
	Landscaping	10,000	General
Total General Fund		376,525	
Special Revenue Fund			
	Police Department 10 GB Backbone Switch	4,000	P4P
	7 PD Laptops	19,000	P4P
	5-7 Vehicles	357,000	P4P
	Tennis Center	4,665,000	P4P
	City Yard Building Design	350,000	P4P
	7th Street Improvements	575,000	P4P
	County Road 54 East of Hercules	581,907	P4P
	Park Improvements-Design	300,000	P4P
	Park Improvements-Construction	1,100,000	P4P
	Sidewalk & Trail Projects	1,000,000	P4P
	Stormwater Plan	100,000	P4P
	Jeffries House Renovations	75,000	P4P
	Grapple Truck	125,000	P4P
	Turf Sprayer/Utility Vehicle	45,000	P4P

**City of Zephyrhills
Capital Recap**

Special Revenue Fund - Continued		Amount	Funding Source
	2 - Zero-Turn Mowers, Replacements	22,000	Gas Tax
	2 - 18' Lawn Trailers, Replacements	13,000	Gas Tax
	72" Contour/Turf Mower	34,000	Gas Tax
	Retention Pond Fencing	35,000	Gas Tax
	Paving Machine	95,000	Gas Tax
	Trailer, Paving Machine	25,000	Gas Tax
	Pump Station Upgrades	25,000	Gas Tax
	Street Resurfacing	600,000	Gas Tax
Total Special Revenue Fund		10,145,907	
CRA Fund			
	Little But Loud	250,000	CRA
	Methodist Church Parking Lot	320,000	CRA
	Emtrance Signage	102,000	CRA
Total CRA Fund		672,000	
Impact Fees Fund			
	Design/Construct Jennifer Lane	120,000	Trans Impact Fees
	Simons Road Phase II	2,320,000	Trans Impact Fees
	Dairy Road to Kossik Road Project	800,000	Trans Impact Fees
	Gateway Project	350,000	Trans Impact Fees
	Eiland and Simons Road Instersection	800,000	Trans Impact Fees
	Transportation Impact Fee Study	50,000	Trans Impact Fees
	Playground Equipment, Replace	150,000	Park Impact Fees
	Speed Signs	17,000	Police Impact Fees
	CU Reno	85,000	Police Impact Fees
	Gator	20,000	Police Impact Fees
	Voice Stress Analysis	10,000	Police Impact Fees
	CAD System Upgrade	305,154	Police Impact Fees
Total Impact Fees Fund		5,027,154	
Utilities Fund			
	Utility Billing		
	Tyler Cashiering Receipt Printers	3,000	Utilities
	Total Utility Billing	3,000	
	Water		
	Building Improvements - Water Divison Building	350,000	Utilities
	Capital Water Line Replace & Repair	150,000	Utilities
	System Evaluation & Mapping	75,000	Utilities
	Well Rehabilitation	70,000	Utilities
	Backflow Replacement Program	100,000	Utilities

**City of Zephyrhills
Capital Recap**

Utilities Fund - Continued		Amount	Funding Source
	SCADA System Upgrade	30,000	Utilities
	Water Line Extension Copeland to Tucker	2,000,000	SRF
	Water Line Extension Phelps to Simmons	1,500,000	SRF
	Generator at tank site WA #206	100,000	Utilities
	Well 10 Building Construction	100,000	Utilities
	New Tractor Backhoe - Replacement	130,000	Utilities
	Computer/Laptop Upgrades and new monitors	8,000	Utilities
	Inventory	350,000	Utilities
	Total Water	4,963,000	
Wastewater			
	Surge Tank	1,000,000	Utilities
	Lift Station Alarm System Upgrades	60,000	Utilities
	Lift Station Major Rehabilitation Project	400,000	Utilities
	Sewer Manhole Major Rehabilitation	150,000	Utilities
	Sewer Line Rehabilitation	400,000	Utilities
	WWTP PLC & Hardware Upgrades	25,000	Utilities
	North Side Lift Station and FM	4,000,000	Utilities
	City/County Reclaimed and Water Systems	2,000,000	Utilities
	Lift Station Generator Package	85,000	Utilities
	Sludge Holding Tank Coating	50,000	Utilities
	2500 HD 4x4 Diesel Truck	75,000	Utilities
	Computers and Monitors	10,000	Utilities
	Inventory	15,000	Utilities
	Total Wastewater	8,270,000	
Total Utilities Fund		13,236,000	
Airport Fund			
	Jet Parking Lot	3,000,000	100% State
	Taxiway Alpha Construction	3,600,000	FAA 100%
	12/24 volt Start Pac & GPU/ Golf Cart or RTV	38,000	Airport
Total Airport Fund		6,638,000	
Sanitation Fund			
	Crane/Service Truck (Replace 1989 Crane Truck)	80,000	Sanitation
	Curotto Can, Automated Cart Lift	50,000	Sanitation
	3/4 Ton Truck (Replace 2006 Truck)	50,000	Sanitation
	Admin Vehicle (Replace 2004)	40,000	Sanitation
	Gas-Power Air Compressor, 13 H.P.	3,500	Sanitation
	Grapple Truck	125,000	Sanitation
	Roll Off Dumpsters	15,000	Sanitation
	Building Improvements	12,000	Sanitation
Total Sanitation Fund		375,500	
Total Capital Outlay		36,471,086	

BUSINESS ITEMS/PUBLIC HEARING 3.3

Second Reading of Ordinance No. 1424-21 Marianne M. Simons Trust Parcel No. 04-26-21-0000-00200-0000 Annexation

ORDINANCE NO. 1424-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCEL 04-26-21-0000-00200-0000, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."

- A. Council President opens Public Hearing**
- B. Council President closes Public Hearing**
- C. City Council considers Ordinance No.1424-21 on the Second Reading**

Issue:

Second Reading / Public Hearing – Marianne M Trust Annexation.

Background:

A petition was submitted by the Marianne M Trust for 12.53 acres (MOL) for Annexation. Staff, Planning Commission & City Council recommend approval. The September 27, 2021 City Council meeting will serve as the public hearing.

Attachment(s):

1. Ordinance 1424-21 Marianne M. Simons Trust Annexation
2. Simons MAP

Fiscal Impact:

N/A

Staff Recommendation:

Approval of the Marianne M Trust petition for Annexation.

ORDINANCE NO. 1424-21

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA
ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN
THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS
PARCEL 04-26-21-0000-00200-0000, IN ACCORDANCE WITH SECTION
171.044, FLORIDA STATUTES, AS AMENDED.**

WHEREAS, Marianne M Simons Trust consented to the annexation by the City of Zephyrhills of the lands described in Section 1 below; and

WHEREAS, the City is authorized by Chapter 171, Florida Statutes, to annex contiguous and infill areas, and to extend the City limits upon receipt of written consent of the land owners together with the approval of the City Council after notice and public hearing; and

WHEREAS, the City Council has reviewed and evaluated the Petition submitted, and has determined that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ENACTED, AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

SECTION 1: The following described lands, lying and being situated in Pasco County, to wit:

Parcel/Tax ID No. 04-26-21-0000-00200-0000

Physical Address: 6419 Simons Rd, Zephyrhills, FL 33541

Legal Description:

Commence AT SE Corner OF NE 1/4 OF NW 1/4 OF SE 1/4 TH W 700 FT TH N PARALLEL TO E BDY 780 FT TH E 700 FT TH S TO POB OR 122 PG 175 OR 760 PG 1227 OR 7896 PG 1672.

Acreage: 12.53 Acres (MOL)

the same is hereby annexed to and included within the boundaries of the City of Zephyrhills, Florida, a municipal corporation.

SECTION 2: Said lands are contiguous to or are infill of the present City limits of the City of Zephyrhills. That said lands are now unincorporated and lie in the same County as said City, and when annexed would form a compact addition to the incorporated territory of said City. That owners of said lands contained in said area to be annexed have given written consent to have such annexation for said area.

SECTION 3: The City of Zephyrhills, Florida is authorized by the legislature of the State of Florida, pursuant to section 171.044, Florida Statutes, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous and infill areas and to extend the City limits or territorial boundaries upon receipt of a written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

SECTION 4: It is the intention of the City Council of the City of Zephyrhills, Florida to annex the above-described lands to said City within its territorial limits and the boundary lines of said City are hereby redefined and extended so as to include said area of land within its territorial limits upon the final passage of this Ordinance.

SECTION 5: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1424-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1424-21 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 27th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council Vice President

The foregoing Ordinance No. 1424-21 was approved by me this 27th day of September, 2021.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney



Simons Property Map



BUSINESS ITEMS/PUBLIC HEARING 3.4

Second Reading of Ordinance No. 1425-21 Terrace At Pretty Pond Parcel I.D. 35-25-21-0010-06800-0010
Annexation

ORDINANCE NO. 1425-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCEL 35-26-21-0010-06800-0010, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."

- A. Council President opens Public Hearing**
- B. Council President closes Public Hearing**
- C. City Council considers Ordinance No.1425-21 on the Second Reading**

Issue:

Ordinance No. 1425-21
Future Land Use Map Amendment & Rezoning of Parcel/Tax ID No. 35-26-21-0010-06800-0010

Background:

Subject Parcel No. 35-26-21-0010-06800-00010 approximately 1.75 acre of real property generally located +/- 280 feet east of the intersection of Pretty Pond and Wire Roads, is the subject of: a) a Small-Scale Comprehensive Plan Map Amendment* to change the Future Land Use Classification from Pasco County RES-6 (Residential, 6 du/ga) to City RU (Residential Urban, 7.5-20 DU/GA); and b) a Zoning Map amendment changing the zoning designation from Pasco County AR (Agriculture) to City R4 (Multi-Family Residential).

Analysis:

The subject property is generally located +/- 280 feet east of the intersection of Pretty Pond and Wire Roads and was the subject of a petition for Annexation. Land uses in the surrounding area consist of office, multi-family residential, medium-density residential and low-density residential. The proposed overall density requested by the applicants for the future construction of townhomes is 12.8 units per acre, and the allowed density of the proposed FLU of RU and zoning designation of R4 are consistent with the land uses in the area.

The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 10 acres prior to July 1, 2021 and under 50 acres after July 1, 2021). The proposed FLUMA is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan; and the Land Development Code.

The proposed rezoning is consistent with the development patterns and zoning designations in the surrounding area and will not create a “spot zone.” The proposed zoning change is consistent with the proposed FLUMA, the City of Zephyrhills Comprehensive Plan, Land Development Code and City Code of Ordinances. The requested zoning changes are not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure is available to the site.

Per the City and County’s Joint Planning Agreement, Pasco County has reviewed the application and found the request to be consistent with the City’s Comprehensive Plan and existing uses in the surrounding area. Pasco County does not object to the proposed future land use/zoning amendments.

Attachment(s):

1. Ordinance 1425-21 ANNEXATION Terrace at Pretty Pond
2. Terrace at Pretty Pond MAP_FLU & Rezoning (0010)

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the proposed FLUMA and Rezoning.

The Planning Commission recommended approval of the proposed FLUMA and Rezoning with the condition that as the project moves through to the development plan phase, staff works with the applicants and surrounding property owners to address existing off-site stormwater concerns in the area and provide the Commission with updates.

ORDINANCE NO. 1425-21

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA
ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN
THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS
PARCEL 35-26-21-0010-06800-0010, IN ACCORDANCE WITH SECTION
171.044, FLORIDA STATUTES, AS AMENDED.**

WHEREAS, Florentino Palas and Elizabeth Q Palas as Trustees of the Elizabeth Q Palas Inter Vivos Revocable Trust consented to the annexation by the City of Zephyrhills of the lands described in Section 1 below; and

WHEREAS, the City is authorized by Chapter 171, Florida Statutes, to annex contiguous and infill areas, and to extend the City limits upon receipt of written consent of the land owners together with the approval of the City Council after notice and public hearing; and

WHEREAS, the City Council has reviewed and evaluated the Petition submitted, and has determined that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ENACTED, AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

SECTION 1: The following described lands, lying and being situated in Pasco County, to wit:

Parcel/Tax ID No. 35-25-21-0010-06800-0010

Physical Address: Not Assigned

Legal Description:

The WEST 250.00 feet of the EAST 368.00 feet of TRACT 68, ZEPHYRHILLS COLONY COMPANY LANDS, in SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST as shown on the plat recorded in Plat Book 1, Page 55 of the Pasco County Public Records. Less the North 15.00 thereof.

Acreage: 1.75 Acres (MOL)

the same is hereby annexed to and included within the boundaries of the City of Zephyrhills, Florida, a municipal corporation.

SECTION 2: Said lands are contiguous to or are infill of the present City limits of the City of Zephyrhills. That said lands are now unincorporated and lie in the same County as said City, and when annexed would form a compact addition to the incorporated territory of said City. That owners of said lands contained in said area to be annexed have given written consent to have such annexation for said area.

SECTION 3: The City of Zephyrhills, Florida is authorized by the legislature of the State of Florida, pursuant to section 171.044, Florida Statutes, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous and infill areas and to extend the City limits or territorial boundaries upon receipt of a written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

SECTION 4: It is the intention of the City Council of the City of Zephyrhills, Florida to annex the above-described lands to said City within its territorial limits and the boundary lines of said City are hereby redefined and extended so as to include said area of land within its territorial limits upon the final passage of this Ordinance.

SECTION 5: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1425-21 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 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1425-21 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 27th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, City Council Vice President

The foregoing Ordinance No. 1425-21 was approved by me this 27th day of September, 2021.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney



ANNEXATION, FLU & REZONING

Location Map for Parcel No. 35-26-21-0010-06800-0010
1.75 acres MOL
NOTE: For Information Purposes Only



BUSINESS ITEMS/PUBLIC HEARING 3.5

Second Reading of Ordinance No. 1426-21 Terrace at Pretty Pond Parcel No. 35-25-21-0010-06800-0010 FLU and Zoning

ORDINANCE NO.1426-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE ALND USE MAP CHANGING FROM COUNTY RES-6 TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 1.75 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0010; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEO, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. "

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No.1426-21 on the Second Reading

Issue:

Ordinance No. 1426-21
Annexation of Parcel/Tax ID No. 35-26-21-0010-06800-00010

Background:

Subject Parcel No. 35-26-21-0010-06800-0010, approximately 1.75 acres of real property generally located +/- 280 feet east of the intersection of Wire Road and Pretty Pond Road, on the south side of Pretty Pond Road is currently within unincorporated Pasco County and is considered an ENCLAVE as it is bordered on all sides by properties located within the City of Zephyrhills. Applicants are proposing to annex, including the property into the jurisdictional boundaries of the City of Zephyrhills and remedying an enclave in this area.

Analysis:

The proposed annexation of subject property 35-26-21-0010-06800-0010 (1.75 acres) is consistent with the requirements of Chapter 171, Florida Statutes concerning annexation as outlined in the justification report.

The subject property is an enclave and is therefore contiguous to the existing municipal boundaries of the City of Zephyrhills, as required by Subsection 171.043(1), Florida Statutes and will not be included within the boundary of another municipality.

- The subject property is proposed to be developed for urban purposes as required by Subsection 171.043(2), Florida Statutes. The applicants are proposing a total resident population greater than 2 persons for each acre of land.
- The subject property is located within the city's utility service boundary and can be serviced without the extension of water and/or sewer lines through a sparsely developed area, meeting the criteria of Subsection 171.043(3), Florida Statutes.

All future development of the property proposed for annexation will be designed and permitted consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code and applicable city ordinances.

Attachment(s):

1. Ordinance 1426-21 FLU and ZONING Terrace At Pretty Pond 0010-County
2. Terrace at Pretty Pond MAP_FLU & Rezoning (0010)

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the annexation of Parcel No. 35-26-21-0010-06800-0010.

The Planning Commission recommended approval of the annexation with the condition that as the project moves through to the development plan phase, staff works with the applicants and surrounding property owners to address existing off-site stormwater concerns in the area and provide the Commission with updates.

ORDINANCE NO.1426-21

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-6 TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 1.75 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0010; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the land owners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the land owner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearings on June 15, 2021 and August 17, 2021 to consider the proposed amendment to the Comprehensive Plan and rezoning, with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, based on the recommendation of the Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan and is hereby transmitting to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes and recommended by the Florida Department of Economic Opportunity.

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a small-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the RU (Residential Urban) future land use classification would be appropriate, would promote the general welfare and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the R4 zoning designation would be appropriate, would promote the general welfare, and encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes and under the home rule powers of the City.

Section 3. The following lands, lying and being situated in the City of Zephyrhills, Pasco County, Florida, to wit:

Physical Address: Not Assigned

Parcel/Tax ID No.: 35-25-21-0010-06800-0010

Legal Description:

The WEST 250.00 feet of the EAST 368.00 feet of TRACT 68, ZEPHYRHILLS COLONY COMPANY LANDS, in SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST as shown on the plat recorded in Plat Book 1, Page 55 of the Pasco County Public Records. Less the North 15.00 thereof.

1.75 acres m.o.l

The Future Land Use classification is hereby amended from County RES-6 to City RU (Residential Urban) and the zoning designation is hereby rezoned from County AR to City R4 (Multi-Family Residential) and included within the boundaries of the City of Zephyrhills, Florida.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6. This ordinance shall take effect thirty-one (31) days after adoption if no challenge is filed, and as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1426-21 was read and passed on the first reading, following a transmittal public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1426-21 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 27th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, City Council Vice President

The foregoing Ordinance No. 1426-21 was approved by me this 27th day of September, 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney



ANNEXATION, FLU & REZONING

Location Map for Parcel No. 35-26-21-0010-06800-0010
1.75 acres MOL
NOTE: For Information Purposes Only



BUSINESS ITEMS/PUBLIC HEARING 3.6

Second Reading of Ordinance No. 1427-21 Terrace at Pretty Pond Parcel No. 35-25-21-0010-06800-0000 FLU and Zoning

ORDINANCE NO. 1427-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE ALND USE MAP CHANGING FROM CITY RE TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM CITY ER TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 2.06 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0000; AND PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEO, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. "

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No.1427-21 on the Second Reading

Issue:

Ordinance No. 1427-21
Future Land Use Map Amendment & Rezoning of Parcel/Tax ID No. 35-26-21-0010-06800-0000

Background:

Subject Parcel No. 35-26-21-0010-06800-0000 (38510 Pretty Pond Road), approximately 2.06 acre of real property generally located at the southeast corner of Pretty Pond and Wire Roads, is the subject of: a) a Small-Scale Comprehensive Plan Map Amendment* to change the Future Land Use Classification from City RE (Residential Estate, 0-2 DU/GA) to City RU (Residential Urban, 7.5-20 DU/GA); and b) a Zoning Map amendment changing the zoning designation from City ER (Estate Residential) to City R4 (Multi-Family Residential).

Analysis:

The subject property is generally located at the SE corner of Pretty Pond Road and Wire Road. Land uses in the surrounding area consist of office, multi-family residential, medium-density residential and low-density residential. The proposed overall density requested by the applicants for the future construction of townhomes is 12.8 units per acre, and the allowed density of the proposed FLU of RU and zoning designation of R4 are consistent with the land uses in the area.

The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 10 acres prior to July 1, 2021 and under 50 acres after July 1, 2021). The proposed FLUMA is

consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan; and the Land Development Code.

The proposed rezoning is consistent with the development patterns and zoning designations in the surrounding area and will not create a “spot zone.” The proposed zoning change is consistent with the proposed FLUMA, the City of Zephyrhills Comprehensive Plan, Land Development Code and City Code of Ordinances. The requested zoning changes are not anticipated to create a situation of premature development based on the development patterns in the general vicinity and utility infrastructure is available to the site.

Per the City and County’s Joint Planning Agreement, Pasco County has reviewed the application and found the request to be consistent with the City’s Comprehensive Plan and existing uses in the surrounding area. Pasco County does not object to the proposed future land use/zoning amendments.

Attachment(s):

1. Ordinance 1427-21 FLU and ZONING Terrace At Pretty Pond 0000-City
2. Terrace at Pretty Pond Map_FLU & Rezoning (0000)

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the proposed FLUMA and Rezoning.

The Planning Commission recommended approval of the proposed FLUMA and Rezoning with the condition that as the project moves through to the development plan phase, staff works with the applicants and surrounding property owners to address existing off-site stormwater concerns in the area and provide the Commission with updates.

ORDINANCE NO. 1427-21

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM CITY RE TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM CITY ER TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 2.06 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0000; AND PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the land owners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the land owner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearings on June 15, 2021 and August 17, 2021 to consider the proposed amendment to the Comprehensive Plan and rezoning, with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, based on the recommendation of the Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan and is hereby transmitting to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes and recommended by the Florida Department of Economic Opportunity.

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a small-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the RU (Residential Urban) future land use classification would be appropriate, would promote the general welfare and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the R4 zoning designation would be appropriate, would promote the general welfare, and encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes and under the home rule powers of the City.

Section 3. The following lands, lying and being situated in the City of Zephyrhills, Pasco County, Florida, to wit:

Physical Address: 38510 Pretty Pond Road

Parcel/Tax ID No.: 35-25-21-0010-06800-0000

Legal Description:

TRACT 68, ZEPHYRHILLS COLONY COMPANY LANDS, in SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, less the East 368.00 feet thereof, as shown on a plat recorded in Plat Book 1, Page 55 of the Pasco County Public Records. Less the north 15.00 fee thereof.

2.06 acres m.o.l.

The Future Land Use classification is hereby amended from City RE to City RU (Residential Urban) and the zoning designation is hereby rezoned from City ER to City R4 (Multi-Family Residential) and included within the boundaries of the City of Zephyrhills, Florida.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6. This ordinance shall take effect thirty-one (31) days after adoption if no challenge is filed, and as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1427-21 was read and passed on the first reading, following a transmittal public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Ordinance No. 1427-21 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 27th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, City Council Vice President

The foregoing Ordinance No. 1427-21 was approved by me this 27th day of September, 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

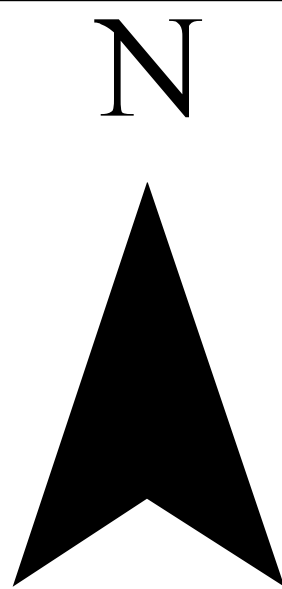
Matthew E. Maggard, City Attorney



FLU & Rezoning

Location Map for Parcel No. 35-25-21-0010-06800-0000
2.06 acres MOL

NOTE: For Information Purposes Only



Source: Esri, Pasco County GIS & Property Appr.
Prepared 07/14/2021 by A.McGuire

BUSINESS ITEMS/PUBLIC HEARING 3.7

Second Reading of Ordinance No. 1429-21 Standards Relating to the Management of Stormwater

ORDINANCE NO. 1429-21 - "AN ACT TO BE ENTITLED AN ORDINANCE BY THE CITY OF ZEPHYRHILLS ESTABLISHING STANDARDS RELATING TO THE MANAGEMENT OF STORM SEWER SYSTEM DISCHARGES AND ENHANCING THE QUALITY OF SURFACE AND GROUND WATER RESOURCES; PROVIDING FOR A SHORT TITLE; PROVIDING FOR FINDING OF FACTS; ESTABLISHING APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE CONTROL OF STORMWATER DISCHARGES TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) AND WATERS OF THE UNITED STATES; PROVIDING FOR THE CONTROL OF DISCHARGE OF STORMWATER FROM INDUSTRIAL ACTIVITIES AND CONSTRUCTION SITES; PROVIDING FOR THE CONTROL OF POLLUTANT CONTRIBUTION FROM INTERCONNECTED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; PROVIDING FOR THE CONTROL OF NON-STORMWATER DISCHARGES; PROHIBITING ILLICIT DISCHARGES AND ILLICIT CONNECTIONS; PROVIDING FOR REPORTING AND CONTROL OF ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND U.S. WATERS; PROVIDING AUTHORITY TO PERFORM INSPECTIONS AND MONITORING FOR COMPLIANCE; PROVIDING FOR MAINTENANCE OF CONTROL STRUCTURES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES AND PROCEEDINGS FOR INJUNCTION; PROVIDING FOR REPEALER OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE."

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No.1429-21 on the Second Reading

Issue:

The Department of Environmental Protection visited the City on July 29, 2021 to perform a records audit as part of the MS4 permit (Municipal Separate Sewer System). They reviewed Ordinance 732-99 and found two mistakes in the ordinance that they have requested we correct.

1. **Section 3-2-1** - Change the Florida Department of Environmental Regulation to Florida Department of Environmental Protection.
2. **Section 6-1(B)** - Change Chapter 17-302 FAC to Chapter 62-302 FAC.

The corrections are scrivener's errors and do not change the intent of the ordinance.

Background:

N/A

Attachment(s):

1. Ordinance 1429 HIGHLIGHTS Amend Ord. 732-99 Stormwater Compliance to CorrectScrivner's Error
2. Ordinance 1429 Amend Ord. 732-99 Stormwater Compliance to CorrectScrivner's Error

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of Ordinance No. 1429-21.

ORDINANCE NO. 1429-21

AN ACT TO BE ENTITLED AN ORDINANCE BY THE CITY OF ZEPHYRHILLS ESTABLISHING STANDARDS RELATING TO THE MANAGEMENT OF STORM SEWER SYSTEM DISCHARGES AND ENHANCING THE QUALITY OF SURFACE AND GROUND WATER RESOURCES; PROVIDING FOR A SHORT TITLE; PROVIDING FOR FINDING OF FACTS; ESTABLISHING APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE CONTROL OF STORMWATER DISCHARGES TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) AND WATERS OF THE UNITED STATES; PROVIDING FOR THE CONTROL OF DISCHARGE OF STORMWATER FROM INDUSTRIAL ACTIVITIES AND CONSTRUCTION SITES; PROVIDING FOR THE CONTROL OF POLLUTANT CONTRIBUTION FROM INTERCONNECTED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; PROVIDING FOR THE CONTROL OF NON-STORMWATER DISCHARGES; PROHIBITING ILLICIT DISCHARGES AND ILLICIT CONNECTIONS; PROVIDING FOR REPORTING AND CONTROL OF ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND U.S. WATERS; PROVIDING AUTHORITY TO PERFORM INSPECTIONS AND MONITORING FOR COMPLIANCE; PROVIDING FOR MAINTENANCE OF CONTROL STRUCTURES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES AND PROCEEDINGS FOR INJUNCTION; PROVIDING FOR REPEALER OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the Federal Clean Water Act (CWA), Section 402(p)(2), certain political entities are required to implement stormwater management programs; and

WHEREAS, pursuant to the Clean Water Act requirements, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as Part 40 of the Code of Federal Regulations (C.F.R.) Section 122.26 on November 16, 1990, 55 FR 47990; and

WHEREAS, the United States Environmental Protection Agency (EPA) has designated through the National Pollutant Discharge Elimination System (NPDES) permit program that the City must provide documentation which establishes legal authority. Said legal authority must control through ordinance or other means the contribution of pollutants to the municipal storm sewer by storm water discharges associated with industrial activity, illicit discharges to the municipal separate storm sewer, and the discharge to a municipal separate storm sewer of spills, dumping or disposal of materials other than storm water; and

WHEREAS, the City of Zephyrhills hereby finds that they desire to protect and promote the public health, safety and general welfare through the management of stormwater runoff; and

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

ARTICLE 1 – GENERAL PROVISIONS

SECTION 1-1. SHORT TITLE

This Ordinance shall be known as the City of Zephyrhills Stormwater Quality Management Ordinance.

SECTION 1-2. FINDING OF FACTS:

The contribution of pollutants through discharges from storm sewer systems has a significant impact on receiving waters in City of Zephyrhills. Improperly treated discharges from industrial activities and interconnected Municipal Separate Storm Sewer Systems (MS4's) and illicit discharges from spilling, dumping or disposal of material other than stormwater to the Municipal Separate Storm Sewer System will adversely affect the quality of waters receiving such discharges. The United States Environmental Protection Agency (USEPA), pursuant to Title 40, Section 122.26 of the Code of Federal Regulations,, has mandated that municipalities provide the legal authority to control discharges to the Municipal Separate Storm Sewer System under the National Pollutant Discharge Elimination System (NPDES) Permit in order to control the quality of discharges from the Municipal Separate Storm Sewer System. The City of Zephyrhills, Florida, therefore finds it necessary and in the public interest, to protect the quality of waters receiving stormwater discharges, for the health, safety, and general welfare of the citizens of The City Zephyrhills.

SECTION 1-3. APPLICABILITY:

The regulations herein set forth shall apply to all the incorporated areas of The City Zephyrhills.

ARTICLE 2 – DEFINITIONS

SECTION 2-1. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application. Use of the word “shall” means mandatory and not merely discretionary.

- A. BEST MANAGEMENT PRACTICES (BMP's) – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollutants from entering the Municipal Separate Storm Sewer System (MS4) or being discharged from the MS4. BMP's include, but are not limited to, treatment methods and practices to control the discharge of pollutants.
- B. City – The City of Zephyrhills
- C. CITY COUNCIL – The City of Zephyrhills City Council
- D. CITY MANAGER – The City of Zephyrhills City Manager or his/her designee.
- E. CLEAN WATER ACT (CWA) - Amendments, passed in 1972 by Congress, to the Federal Water Pollution Control Act and commonly referred to as the Clean Water Act (CWA).

- F. CODE OF FEDERAL REGULATIONS (CFR) – The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.
- G. CONSTRUCTION ACTIVITIES – Includes such activities as clearing, grading, and excavation activities except operations that result in the disturbance of less than five (5) acres of total land area which are not part of a larger common plan of development or sale.
- H. COUNTY – Shall mean the unincorporated areas of Pasco County, a political subdivision of the State of Florida.
- I. DISCHARGE – Includes, but is not limited to, any release, spilling, leaking, seeping, pouring, emitting, emptying or dumping of any substance or material.
- J. FLORIDA ADMINISTRATIVE CODE (FAC) – An annotated official compilation of the rules and regulations of the State of Florida, published by the Florida Secretary of State.
- K. ILLICIT CONNECTIONS – Point source discharges to the City’s Municipal Separate Storm Sewer System or to water of the U.S., which are not composed entirely of stormwater and are not authorized by an NPDES Permit. Failure of an industrial facility or construction site to notify the City Manager of a connection to the City’s Municipal Separate Storm Sewer System constitutes an illicit connection.
- L. ILLICIT DISCHARGE – Any discharge to a Municipal Separate Storm Sewer System or to waters of the U.S. that is not composed entirely of stormwater, with the exception of discharges which are exempt pursuant to Section 6-1 of this Ordinance. Any discharge in violation of a NPDES permit shall constitute an illicit discharge.
- M. INDUSTRIAL ACTIVITIES - Activities which are conducted on properties designated for Industrial Land Use in accordance with the City of Zephyrhills Comprehensive Plan and/or at facilities identified by the U.S. EPA as requiring a NPDES stormwater permit under the definition of “Storm Water Discharge Associated with Industrial Activity” in Title 40, Section 122.26 of the Code of Federal Regulations or any amendment thereof.
- N. INSPECTION – Includes, but is not limited to any on-site physical examination of all facilities and grounds which may discharge to a Municipal Separate Storm Sewer System, a review of all records on operation and maintenance of facilities and the results of any monitoring performed for compliance with state, federal, and local regulations or permit conditions.
- O. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) – A conveyance or system of conveyances (including, but not limited to, roads with drainage systems, streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains) owned or

operated by a local government that discharges to waters of the United States or connects to other MS4s, that is designated solely for collecting or conveying stormwater, and that is not part of a publicly owned treatment works (POTW) as defined by 40 CFR 122.2 or any amendment thereto.

- P. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) – The federal program for issuing, modifying, revoking, reissuing, terminating, monitoring and enforcing permits and imposing and enforcing pretreatment requirements under Sections 307, 402, 318, and 405 of the CWA.
- Q. PERSON – Any individual, partnership, firm, organization, corporation, association or other legal entity, whether singular or plural, as the context may require.
- R. POINT SOURCE – Any discernible and confined conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, container, rolling stocks, concentrated animal feeding operation, vessel, or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture.
- S. POLLUTANT – Means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munition, chemical wastes, biological materials, radioactive, materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et. seq.)), heat wrecked or discharged equipment, rock, sand and industrial, municipal and agricultural waste discharged into water.
- T. STORMWATER – Surface runoff and drainage of water resulting from rainfall.
- U. WATERS OF THE UNITED STATES (U.S.) – As defined by the U.S. Environmental Protection Agency (USEPA) in Title 40, Section 122 of the Code of Federal Regulations or any amendments thereto.

ARTICLE 3 – CONTROL OF STORMWATER DISCHARGES

SECTION 3-1. STORMWATER DISCHARGES TO THE S4 AND U.S. WATERS:

- 3-1.1 Discharges to the City’s MS4 shall be controlled to the extent that such discharge will not impair the operation of the MS4 or contribute to the failure of the MS4 to meet any local state or federal requirements. Discharges to waters of the U.S. shall be controlled to the extent that the discharge will not adversely impact the quality or beneficial uses of the receiving water or result in violation of any federal, state or local laws.
- 3-1.2 Any person responsible for discharges determined by the City to be contributing to the degradation or impairment of the City’s MS4 or to waters of the U.S., either directly or through an MS4, shall provide corrective measures in accordance with a schedule approved by the City and may be subject to paying fines and damages.

SECTION 3-2. STORMWATER DISCHARGES FROM INDUSTRIAL ACTIVITIES
AND CONSTRUCTION SITES:

- 3-2.1 Stormwater from construction sites shall be controlled in such a way as to retain sediment on-site and prevent violations of state water quality standards, or NPDES permits. All erosion, pollution, and sediment controls required pursuant to the pollution prevention plan of a NPDES stormwater permit for construction or required pursuant to a state stormwater permit issued by either the Florida Department of Environmental **Regulation Protection** or the Southwest Florida Water Management District shall be properly implemented, maintained and operated.
- 3-2.2 Stormwater from areas of industrial activity shall be treated or managed on –site, using best management practices, in accordance with NPDES permits, prior to discharging to the City’s MS4 or to U.S. Waters. All stormwater discharges from the site shall be of a quality which will not adversely impact the water quality or beneficial uses of the receiving water.
- 3-2.3 The owners, or operators, of industrial facilities or construction sites which will discharge stormwater to the City’s MS4, must provide written notification to the City prior to discharging and receive approval.

SECTION 3-3. CONTROL OF POLLUTANT CONTRIBUTIONS FROM
INTERCONNECTED MS4s:

The discharge of stormwater between interconnected state, county, municipal or other MS4’s shall not impair the quality of the discharge from the receiving MS4. Owners of sections of an interconnected MS4 shall be responsible for the quality of discharge from their portion of the system and shall coordinate with the owners of the downstream segments prior to connections into their system.

ARTICLE 4 – CONTROL OF NON-STORMWATER DISCHARGES

Section 4-1. PROHIBITION OF ILLICIT DISCHARGES:

Any discharge, other than stormwater, to an MS4 or to waters of the U.S. which is not exempt under Section 6-1 of this Ordinance is considered an illicit discharge as defined in this Ordinance and is prohibited.

SECTION 4-2. REPORTING ILLICIT DISCHARGES OR ILLICIT CONNECTIONS:

Upon discovery of an illicit discharge or illicit connection, persons responsible for the discharge or the connection shall report their findings by telephone immediately to the City and follow within 48 hours and written notification.

SECTION 4-3. CONTROL OF ILLICIT DISCHARGES OR ILLICIT CONNECTIONS:

Persons responsible for illicit discharges or illicit connections shall immediately, upon notification or discovery, initiate procedures to cease discharging or provide suitable containment facilities until modifications are made to properly treat the discharge, or a NPDES permit is obtain. Such procedures shall include a requirement to obtain approval from the City Manager of a schedule for implementing proposed corrective measures.

ARTICLE 5 – INSPECTION AND MAINTENANCE OF SYSTEMS

SECTION 5-1. INSPECTION AND MONITORING FOR COMPLIANCE

City personnel shall be granted access for inspection of facilities discharging or suspected of discharging to the City’s MS4 or waters of the U.S. in order to evaluate and investigate the potential for release of materials other than stormwater or potential violations of any of the terms of this Ordinance. All structures and processes which allow discharges to the City’s MS4, as well as records concerning them, shall be made accessible to City personnel for monitoring of the quality of the discharges.

SECTION 5-2. MAINTENANCE OF CONTROL STRUCTURES:

Structural controls and other BMP’s used to reduce pollutants in stormwater discharges shall be operated and maintained so as to function in accordance with the permitted design or performance criteria in compliance with NPDES or other permit conditions. Operation and maintenance shall be done so as to assure treatment of stormwater or reduction in pollutants in stormwater discharges consistent with appropriate federal, state, water management district, or local rules or permit requirements.

ARTICLE 6 – EXEMPTIONS

Section 6-1. EXEMPTIONS:

The following activities shall be exempt from the requirements of this Ordinance:

A. Discharge from:

- water line flushing;
- landscape irrigation;
- uncontaminated ground water infiltration (as defined at 50 CFR 35.2005(20)) to separate storm sewers;
- uncontaminated pumped gas and water;
- discharges from portable water sources;

- air conditioning condensate;
 - irrigation water;
 - springs;
 - lawn watering;
 - individual residential car washing;
 - flows from riparian habitats and wetlands;
 - street wash waters;
 - discharges or flows from emergency fire fighting activities.
- B. Discharges which meet the water quality standards of Chapter ~~17-302~~ 62-302 FAC, and any amendment thereto.
- C. Discharges from facilities in compliance with the conditions of all required NPDES permits issued under the authority of the U.S. Environmental Protection Agency.

ARTICLE 7 – ORDINANCE ADMINISTRATION

SECTION 7-1. ENFORCEMENT, PENALTIES AND PROCEEDINGS:

- 7-1.1 This Ordinance shall be administered by the City Manager. All persons in violation of this ordinance shall address such violations immediately upon written notification by the City. Violations shall be addressed by providing a written response to the City Manager, requesting and outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of each of the corrective measures. Proposals for corrective action are subject to the approval of the City Manager.
- 7-1.2 The City Manager is authorized to issue cease and desist orders in the form of written official notices sent by registered mail to the person(s) responsible for the violation. Specific activities and operations may be ordered to be ceased based upon the following conditions:
1. In a situation that may have a serious effect on the health, safety, or welfare of the public or the environment, including the operation of and quality of stormwater in the City's MS4.
 2. When irreversible or irreparable harm may result, in the reasonable opinion of the City Manager, and immediate cessation of the activity is necessary to protect the public or the environment, including the operation of and quality of stormwater in the County's MS4.

- 7-1.3 Any person who violates any section of this Ordinance may be prosecuted and punished as provided by Section 125.69 of the Florida Statutes. Each day of the violation shall constitute a separate offense, punishable by a fine not to exceed \$500.00 or by imprisonment in the County jail not to exceed 60 days, or by both such fine and imprisonment to the limits as set forth in Section 125.69, Florida statutes.
- 7-1.4 In addition to any fines which may be imposed by this Ordinance, persons responsible for a discharge which adversely impacts a receiving water shall be liable for all sampling and analytical costs incurred in monitoring the discharge, any State or Federal fines imposed as a result of the discharge and the cost of removing or properly treating the discharge for complete restoration of the quality of all receiving waters to the extent in which they were impaired.
- 7-1.5 In addition to the remedies provided herein, the City is authorized to make application in a court of appropriate jurisdiction for an injunction restraining any person from violating, or continuing to violate, any provisions of this Ordinance. Such application for injunction may also seek entry of a court order restoration and mitigation for any impacted land or waters.
- 7-1.6 The City may elect any or all of the above remedies concurrently, and the pursuance of one shall not preclude the pursuance of another.
- 7-1.7 Any fines or other funds received as a result of enforcement under this Ordinance which are not used for specific purposes set forth in this Ordinance shall be deposited in the Stormwater Management fund.

7-2. SEVERABILITY:

It is declared to be the intent of the City of Zephyrhills, Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

SECTION 7-2. INCLUSION IN CODE.

It is the intent of the City of Zephyrhills that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills Code, and that the sections of this Ordinance may be renumber or relettered and the work “ordinance” may be changed to “section”, “article”, “regulation”, or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7-4. EFFECTIVE DATE

This Ordinance shall become effective upon second reading and signing by the Mayor.

The foregoing Ordinance No. 1429-21 was read and passed on its first reading in open and regular meeting by the City Council of the City of Zephyrhills, Florida, on this 13th day of September, A.D., 2021.

Attest: _____
City Clerk, Lori Hillman W. Alan Knight, City Council President

The foregoing Ordinance No. 1429-21 was read and passed on it's second reading, following a public hearing, in open and regular meeting by the City Council of the City of Zephyrhills, Florida, on this 27th day of September, A.D., 2021.

Attest: _____
City Clerk, Lori Hillman W. Alan Knight, City Council President

The foregoing Ordinance No. 1429-21 was approved by me this 27th day of September, A.D., 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

ORDINANCE NO. 1429-21

AN ACT TO BE ENTITLED AN ORDINANCE BY THE CITY OF ZEPHYRHILLS ESTABLISHING STANDARDS RELATING TO THE MANAGEMENT OF STORM SEWER SYSTEM DISCHARGES AND ENHANCING THE QUALITY OF SURFACE AND GROUND WATER RESOURCES; PROVIDING FOR A SHORT TITLE; PROVIDING FOR FINDING OF FACTS; ESTABLISHING APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE CONTROL OF STORMWATER DISCHARGES TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) AND WATERS OF THE UNITED STATES; PROVIDING FOR THE CONTROL OF DISCHARGE OF STORMWATER FROM INDUSTRIAL ACTIVITIES AND CONSTRUCTION SITES; PROVIDING FOR THE CONTROL OF POLLUTANT CONTRIBUTION FROM INTERCONNECTED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; PROVIDING FOR THE CONTROL OF NON-STORMWATER DISCHARGES; PROHIBITING ILLICIT DISCHARGES AND ILLICIT CONNECTIONS; PROVIDING FOR REPORTING AND CONTROL OF ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND U.S. WATERS; PROVIDING AUTHORITY TO PERFORM INSPECTIONS AND MONITORING FOR COMPLIANCE; PROVIDING FOR MAINTENANCE OF CONTROL STRUCTURES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES AND PROCEEDINGS FOR INJUNCTION; PROVIDING FOR REPEALER OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the Federal Clean Water Act (CWA), Section 402(p)(2), certain political entities are required to implement stormwater management programs; and

WHEREAS, pursuant to the Clean Water Act requirements, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as Part 40 of the Code of Federal Regulations (C.F.R.) Section 122.26 on November 16, 1990, 55 FR 47990; and

WHEREAS, the United States Environmental Protection Agency (EPA) has designated through the National Pollutant Discharge Elimination System (NPDES) permit program that the City must provide documentation which establishes legal authority. Said legal authority must control through ordinance or other means the contribution of pollutants to the municipal storm sewer by storm water discharges associated with industrial activity, illicit discharges to the municipal separate storm sewer, and the discharge to a municipal separate storm sewer of spills, dumping or disposal of materials other than storm water; and

WHEREAS, the City of Zephyrhills hereby finds that they desire to protect and promote the public health, safety and general welfare through the management of stormwater runoff; and

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

ARTICLE 1 – GENERAL PROVISIONS

SECTION 1-1. SHORT TITLE

This Ordinance shall be known as the City of Zephyrhills Stormwater Quality Management Ordinance.

SECTION 1-2. FINDING OF FACTS:

The contribution of pollutants through discharges from storm sewer systems has a significant impact on receiving waters in City of Zephyrhills. Improperly treated discharges from industrial activities and interconnected Municipal Separate Storm Sewer Systems (MS4's) and illicit discharges from spilling, dumping or disposal of material other than stormwater to the Municipal Separate Storm Sewer System will adversely affect the quality of waters receiving such discharges. The United States Environmental Protection Agency (USEPA), pursuant to Title 40, Section 122.26 of the Code of Federal Regulations,, has mandated that municipalities provide the legal authority to control discharges to the Municipal Separate Storm Sewer System under the National Pollutant Discharge Elimination System (NPDES) Permit in order to control the quality of discharges from the Municipal Separate Storm Sewer System. The City of Zephyrhills, Florida, therefore finds it necessary and in the public interest, to protect the quality of waters receiving stormwater discharges, for the health, safety, and general welfare of the citizens of The City Zephyrhills.

SECTION 1-3. APPLICABILITY:

The regulations herein set forth shall apply to all the incorporated areas of The City Zephyrhills.

ARTICLE 2 – DEFINITIONS

SECTION 2-1. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application. Use of the word “shall” means mandatory and not merely discretionary.

- A. BEST MANAGEMENT PRACTICES (BMP's) – Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollutants from entering the Municipal Separate Storm Sewer System (MS4) or being discharged from the MS4. BMP's include, but are not limited to, treatment methods and practices to control the discharge of pollutants.
- B. City – The City of Zephyrhills
- C. CITY COUNCIL – The City of Zephyrhills City Council
- D. CITY MANAGER – The City of Zephyrhills City Manager or his/her designee.
- E. CLEAN WATER ACT (CWA) - Amendments, passed in 1972 by Congress, to the Federal Water Pollution Control Act and commonly referred to as the Clean Water Act (CWA).

- F. CODE OF FEDERAL REGULATIONS (CFR) – The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.
- G. CONSTRUCTION ACTIVITIES – Includes such activities as clearing, grading, and excavation activities except operations that result in the disturbance of less than five (5) acres of total land area which are not part of a larger common plan of development or sale.
- H. COUNTY – Shall mean the unincorporated areas of Pasco County, a political subdivision of the State of Florida.
- I. DISCHARGE – Includes, but is not limited to, any release, spilling, leaking, seeping, pouring, emitting, emptying or dumping of any substance or material.
- J. FLORIDA ADMINISTRATIVE CODE (FAC) – An annotated official compilation of the rules and regulations of the State of Florida, published by the Florida Secretary of State.
- K. ILLICIT CONNECTIONS – Point source discharges to the City’s Municipal Separate Storm Sewer System or to water of the U.S., which are not composed entirely of stormwater and are not authorized by an NPDES Permit. Failure of an industrial facility or construction site to notify the City Manager of a connection to the City’s Municipal Separate Storm Sewer System constitutes an illicit connection.
- L. ILLICIT DISCHARGE – Any discharge to a Municipal Separate Storm Sewer System or to waters of the U.S. that is not composed entirely of stormwater, with the exception of discharges which are exempt pursuant to Section 6-1 of this Ordinance. Any discharge in violation of a NPDES permit shall constitute an illicit discharge.
- M. INDUSTRIAL ACTIVITIES - Activities which are conducted on properties designated for Industrial Land Use in accordance with the City of Zephyrhills Comprehensive Plan and/or at facilities identified by the U.S. EPA as requiring a NPDES stormwater permit under the definition of “Storm Water Discharge Associated with Industrial Activity” in Title 40, Section 122.26 of the Code of Federal Regulations or any amendment thereof.
- N. INSPECTION – Includes, but is not limited to any on-site physical examination of all facilities and grounds which may discharge to a Municipal Separate Storm Sewer System, a review of all records on operation and maintenance of facilities and the results of any monitoring performed for compliance with state, federal, and local regulations or permit conditions.
- O. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) – A conveyance or system of conveyances (including, but not limited to, roads with drainage systems, streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains) owned or

operated by a local government that discharges to waters of the United States or connects to other MS4s, that is designated solely for collecting or conveying stormwater, and that is not part of a publicly owned treatment works (POTW) as defined by 40 CFR 122.2 or any amendment thereto.

- P. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) – The federal program for issuing, modifying, revoking, reissuing, terminating, monitoring and enforcing permits and imposing and enforcing pretreatment requirements under Sections 307, 402, 318, and 405 of the CWA.
- Q. PERSON – Any individual, partnership, firm, organization, corporation, association or other legal entity, whether singular or plural, as the context may require.
- R. POINT SOURCE – Any discernible and confined conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, container, rolling stocks, concentrated animal feeding operation, vessel, or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture.
- S. POLLUTANT – Means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munition, chemical wastes, biological materials, radioactive, materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et. seq.)), heat wrecked or discharged equipment, rock, sand and industrial, municipal and agricultural waste discharged into water.
- T. STORMWATER – Surface runoff and drainage of water resulting from rainfall.
- U. WATERS OF THE UNITED STATES (U.S.) – As defined by the U.S. Environmental Protection Agency (USEPA) in Title 40, Section 122 of the Code of Federal Regulations or any amendments thereto.

ARTICLE 3 – CONTROL OF STORMWATER DISCHARGES

SECTION 3-1. STORMWATER DISCHARGES TO THE S4 AND U.S. WATERS:

- 3-1.1 Discharges to the City’s MS4 shall be controlled to the extent that such discharge will not impair the operation of the MS4 or contribute to the failure of the MS4 to meet any local state or federal requirements. Discharges to waters of the U.S. shall be controlled to the extent that the discharge will not adversely impact the quality or beneficial uses of the receiving water or result in violation of any federal, state or local laws.
- 3-1.2 Any person responsible for discharges determined by the City to be contributing to the degradation or impairment of the City’s MS4 or to waters of the U.S., either directly or through an MS4, shall provide corrective measures in accordance with a schedule approved by the City and may be subject to paying fines and damages.

SECTION 3-2. STORMWATER DISCHARGES FROM INDUSTRIAL ACTIVITIES
AND CONSTRUCTION SITES:

- 3-2.1 Stormwater from construction sites shall be controlled in such a way as to retain sediment on-site and prevent violations of state water quality standards, or NPDES permits. All erosion, pollution, and sediment controls required pursuant to the pollution prevention plan of a NPDES stormwater permit for construction or required pursuant to a state stormwater permit issued by either the Florida Department of Environmental Protection or the Southwest Florida Water Management District shall be properly implemented, maintained and operated.
- 3-2.2 Stormwater from areas of industrial activity shall be treated or managed on –site, using best management practices, in accordance with NPDES permits, prior to discharging to the City’s MS4 or to U.S. Waters. All stormwater discharges from the site shall be of a quality which will not adversely impact the water quality or beneficial uses of the receiving water.
- 3-2.3 The owners, or operators, of industrial facilities or construction sites which will discharge stormwater to the City’s MS4, must provide written notification to the City prior to discharging and receive approval.

SECTION 3-3. CONTROL OF POLLUTANT CONTRIBUTIONS FROM
INTERCONNECTED MS4s:

The discharge of stormwater between interconnected state, county, municipal or other MS4’s shall not impair the quality of the discharge from the receiving MS4. Owners of sections of an interconnected MS4 shall be responsible for the quality of discharge from their portion of the system and shall coordinate with the owners of the downstream segments prior to connections into their system.

ARTICLE 4 – CONTROL OF NON-STORMWATER DISCHARGES

Section 4-1. PROHIBITION OF ILLICIT DISCHARGES:

Any discharge, other than stormwater, to an MS4 or to waters of the U.S. which is not exempt under Section 6-1 of this Ordinance is considered an illicit discharge as defined in this Ordinance and is prohibited.

SECTION 4-2. REPORTING ILLICIT DISCHARGES OR ILLICIT CONNECTIONS:

Upon discovery of an illicit discharge or illicit connection, persons responsible for the discharge or the connection shall report their findings by telephone immediately to the City and follow within 48 hours and written notification.

SECTION 4-3. CONTROL OF ILLICIT DISCHARGES OR ILLICIT CONNECTIONS:

Persons responsible for illicit discharges or illicit connections shall immediately, upon notification or discovery, initiate procedures to cease discharging or provide suitable containment facilities until modifications are made to properly treat the discharge, or a NPDES permit is obtain. Such procedures shall include a requirement to obtain approval from the City Manager of a schedule for implementing proposed corrective measures.

ARTICLE 5 – INSPECTION AND MAINTENANCE OF SYSTEMS

SECTION 5-1. INSPECTION AND MONITORING FOR COMPLIANCE

City personnel shall be granted access for inspection of facilities discharging or suspected of discharging to the City’s MS4 or waters of the U.S. in order to evaluate and investigate the potential for release of materials other than stormwater or potential violations of any of the terms of this Ordinance. All structures and processes which allow discharges to the City’s MS4, as well as records concerning them, shall be made accessible to City personnel for monitoring of the quality of the discharges.

SECTION 5-2. MAINTENANCE OF CONTROL STRUCTURES:

Structural controls and other BMP’s used to reduce pollutants in stormwater discharges shall be operated and maintained so as to function in accordance with the permitted design or performance criteria in compliance with NPDES or other permit conditions. Operation and maintenance shall be done so as to assure treatment of stormwater or reduction in pollutants in stormwater discharges consistent with appropriate federal, state, water management district, or local rules or permit requirements.

ARTICLE 6 – EXEMPTIONS

Section 6-1. EXEMPTIONS:

The following activities shall be exempt from the requirements of this Ordinance:

A. Discharge from:

- water line flushing;
- landscape irrigation;
- uncontaminated ground water infiltration (as defined at 50 CFR 35.2005(20)) to separate storm sewers;
- uncontaminated pumped gas and water;
- discharges from portable water sources;

- air conditioning condensate;
- irrigation water;
- springs;
- lawn watering;
- individual residential car washing;
- flows from riparian habitats and wetlands;
- street wash waters;
- discharges or flows from emergency fire fighting activities.

- B. Discharges which meet the water quality standards of Chapter 62-302 FAC, and any amendment thereto.
- C. Discharges from facilities in compliance with the conditions of all required NPDES permits issued under the authority of the U.S. Environmental Protection Agency.

ARTICLE 7 – ORDINANCE ADMINISTRATION

SECTION 7-1. ENFORCEMENT, PENALTIES AND PROCEEDINGS:

- 7-1.1 This Ordinance shall be administered by the City Manager. All persons in violation of this ordinance shall address such violations immediately upon written notification by the City. Violations shall be addressed by providing a written response to the City Manager, requesting and outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of each of the corrective measures. Proposals for corrective action are subject to the approval of the City Manager.
- 7-1.2 The City Manager is authorized to issue cease and desist orders in the form of written official notices sent by registered mail to the person(s) responsible for the violation. Specific activities and operations may be ordered to be ceased based upon the following conditions:
1. In a situation that may have a serious effect on the health, safety, or welfare of the public or the environment, including the operation of and quality of stormwater in the City's MS4.
 2. When irreversible or irreparable harm may result, in the reasonable opinion of the City Manager, and immediate cessation of the activity is necessary to protect the public or the environment, including the operation of and quality of stormwater in the County's MS4.

- 7-1.3 Any person who violates any section of this Ordinance may be prosecuted and punished as provided by Section 125.69 of the Florida Statutes. Each day of the violation shall constitute a separate offense, punishable by a fine not to exceed \$500.00 or by imprisonment in the County jail not to exceed 60 days, or by both such fine and imprisonment to the limits as set forth in Section 125.69, Florida statutes.
- 7-1.4 In addition to any fines which may be imposed by this Ordinance, persons responsible for a discharge which adversely impacts a receiving water shall be liable for all sampling and analytical costs incurred in monitoring the discharge, any State or Federal fines imposed as a result of the discharge and the cost of removing or properly treating the discharge for complete restoration of the quality of all receiving waters to the extent in which they were impaired.
- 7-1.5 In addition to the remedies provided herein, the City is authorized to make application in a court of appropriate jurisdiction for an injunction restraining any person from violating, or continuing to violate, any provisions of this Ordinance. Such application for injunction may also seek entry of a court order restoration and mitigation for any impacted land or waters.
- 7-1.6 The City may elect any or all of the above remedies concurrently, and the pursuance of one shall not preclude the pursuance of another.
- 7-1.7 Any fines or other funds received as a result of enforcement under this Ordinance which are not used for specific purposes set forth in this Ordinance shall be deposited in the Stormwater Management fund.

7-2. SEVERABILITY:

It is declared to be the intent of the City of Zephyrhills, Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

SECTION 7-2. INCLUSION IN CODE.

It is the intent of the City of Zephyrhills that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills Code, and that the sections of this Ordinance may be renumber or relettered and the work "ordinance" may be changed to "section", "article", "regulation", or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7-4. EFFECTIVE DATE

This Ordinance shall become effective upon second reading and signing by the Mayor.

The foregoing Ordinance No. 1429-21 was read and passed on its first reading in open and regular meeting by the City Council of the City of Zephyrhills, Florida, on this 13th day of September, A.D., 2021.

Attest: _____
City Clerk, Lori Hillman W. Alan Knight, City Council President

The foregoing Ordinance No. 1429-21 was read and passed on it's second reading, following a public hearing, in open and regular meeting by the City Council of the City of Zephyrhills, Florida, on this 27th day of September, A.D., 2021.

Attest: _____
City Clerk, Lori Hillman Jodi Wilkeson, City Council Vice President

The foregoing Ordinance No. 1429-21 was approved by me this 27th day of September, A.D., 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney



Schedule A To Funds Transfer Agreement Authorized Senders And Accounts Express

Client Name City of Zephyrhills	Phone Number 813-780-0000	Date 09/14/21
SECTION I: List below the account numbers to be used for outgoing wire transfers. For additional Accounts/Users see Important Notes Section.		
1. 1000077990868	2. 569000000108	3.
4. 		

SECTION II: Each sender you have authorized on this Schedule will be an "Authorized Sender" as that term is defined in the SunTrust Funds Transfer Agreement with unlimited authority to send or verify wire transfers for *all listed accounts*. Client will be deemed to have elected to modify the security procedures in accordance with Uniform Commercial Code § 4A-202(c), as adopted in Bank's state, if either of the two boxes below are checked. Client agrees to be bound by any wire transfer, whether or not authorized, issued in Client's name and executed in compliance with the modified security procedures, and agrees the modified security procedures are commercially reasonable.

Check One Box Only:

- ☒ Waive telephone verification of non-repetitive wire transfers phoned in directly to Wire Operations
☐ All Authorized Senders may verify payment orders he or she has phoned in directly to Wire Operations. No callback verification will be made for any electronically initiated wire transfer.

***If any time client only names one or two authorized Senders for an account, and does not check one of the boxes above, client will be deemed to have elected to modify the security procedures in accordance with Uniform Commercial Code § 4A-202(c), as adopted in Bank's state, to allow those Authorized Senders to verify wire transfers he or she has initiated.**

Authorized Sender	Action Check Appropriate Box For Each Sender	(BANK USE ONLY) Account Authority	
		Add	Delete
1. Name Ted Beason Phone Number 813-780-0000 ext 3503	☒ Add Sender ☐ Delete Sender ☐ Reissue PIN ☐ Change Sender ☐ No Change		
2. Name Jessica Carter Phone Number 813-780-0000 ext 3541	☒ Add Sender ☐ Delete Sender ☐ Reissue PIN ☐ Change Sender ☐ No Change		
3. Name Karen Miller Phone Number 813-780-0000 ext 3536	☐ Add Sender ☐ Delete Sender ☐ Reissue PIN ☐ Change Sender ☒ No Change		
4. Name Brian Williams Phone Number 813-780-0000	☐ Add Sender ☒ Delete Sender ☐ Reissue PIN ☐ Change Sender ☐ No Change		
5. Name Phone Number	☐ Add Sender ☐ Delete Sender ☐ Reissue PIN ☐ Change Sender ☐ No Change		

SECTION III: Additional Terms and Conditions

Client acknowledges receipt of the SunTrust Funds Transfer Agreement and agrees to be bound by the terms and conditions contained therein. If Client desires to add or delete an Account or add, delete an Authorized Sender, Client must execute and deliver to Bank a replacement Schedule. In addition to listing new Authorized Senders, any subsequent Schedule must list all Authorized Senders designated on its prior Schedule and state whether or not there is a deletion for each previously listed Authorized Sender. Failure to include an Authorized Sender previously listed means the user may be deleted. If you change the authorities for a previously designated Authorized Sender but fail to check the "Change Sender" action box, we may implement the changed authorities as if you had checked the "Change Sender" box. Transition from standard Schedule A to Schedule A-Express will automatically delete all initiation/verification/account limitations established on Schedule A for all Authorized Senders. Schedule A-Express form is a subset of the standard Schedule A and Client may not use both forms simultaneously.

Client consents to the use of electronic records and signatures with respect to Client's use of this SunTrust Funds Transfer Schedule. This Schedule has been signed and delivered (which Client agrees may be by facsimile or e-mail attachment) on Client's behalf by the person whose name is printed below. Client represents and warrants to the Bank that he or she is one of your authorized signers with full authority to sign and deliver this Schedule.

Client Name City of Zephyrhills	Client Street Address 5335 8th Street
Authorized Signature <i>Lori L. Hillman</i>	(No PO Boxes) Zephyrhills, FL 33542
Authorized Signer's Name Lori L. Hillman	Mailing Address
Title City Clerk	(If different)
Date 9-14-2021	
Bank Use Only - To be completed by submitting bank rep	
Submitted By 	Bank Rep Name
LOB 	Date
Cost Center 	(Verifying client signer authority)
Mail Code 	Bank Rep Signature
Liaison Name 	Callback / Mailed Verification to
Liaison Signature 	By
	Date
	Time
	Date