



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, March 25, 2024
6:00 PM**

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

<https://meet.goto.com/700978325>

or dial in using your phone:

+1 (646) 749-3122 - Access Code: 700-978-325

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Lance A. Smith

Roll Call – City Clerk Lori Hillman

Invocation – Steven Ezra, Pastor First Methodist Church of Zephyrhills

Pledge of Allegiance – Council President Lance A. Smith

1. MAYOR

1.1 Dispatch Consolidation Update

1.2 2023 Water Operations Excellence Award

1. Water

1.3 2023 Wastewater Treatment Plant Operations Excellence Award

1. Wastewater

1.4 ZEDC Quarterly Update

1. ZEDC Workplan Satisfaction_March 2024

2. CONSENT ITEMS

2.1 Approval of March 11, 2024 Meeting Minutes

1. M03-11-2024

- 2.2 Approval of Hydrant Maintenance by R & M Service Solutions
 1. 30495052v1 - R&M Service Solutions Piggyback
 2. 30495038v1 - Exhibit A - R&M Service Solutions
 3. 30495020v1 - Exhibit B - R&M Service Solutions
 4. 30495004v1 - Exhibit C - R & M Hydrant Maintenance Scope of Services (2)
- 2.3 Approval Amendment #3 to Jones Edmunds for Continuing PFOA/PFOS FDEP Study
 1. 2023-03-18-PECON-Zephyrhills-TA 19-06-Amendment 3
- 2.4 Approval of Amendment #1 for Jones Edmunds Water Use Permit Task Assignment JE-23-09
 1. 2024-03-15-PECON-Zephyrhills-35-18-03-TA-23-09-Amendment 1
3. PLANNING DIRECTOR'S REPORT
 - 3.1 Historic Grant - Manolo's Restaurant
 1. Staff Report_Manolos March 2024 (1)
4. CITY MANAGER'S REPORT
 - 4.1 Purchase of 4.97 Acres of Right-of-Way for the Extension of South Avenue
 1. Integra Realty Resources - Appraisal
 2. Lee Pallardy APPRAISAL - South Avenue Extension - City of Zephyrhills (1)
 3. Contract for Purchase 6th_Ave_Extension-City_of_Zephyrhills_Purchase(30506815.1)
 4. Exhibit A - Zephyr-Rail Sale to City(30502307.1)
5. CITY ATTORNEY'S REPORT
 - 5.1 Text Amendment to Turning Lane Standards

First Reading **ORDINANCE NO. 1474-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING TABLE 1 OF SECTION 7.003.01 (SECTION 1) AMENDING THE EXISTING DE MINIMUS AND TRAFFIC IMPACT ANALYSIS TRAFFIC STUDY REQUIREMENTS AND (SECTION 10) AMENDING THE TRANSPORTATION MITIGATION (TURN LANE CRITERIA) AND ROADWAY AND INTERSECTION IMPROVEMENTS CRITERIA; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE."**

 1. Hot Spots Map
 2. Ordinance 1474-24 -Text Amendment to Turning Lane Standards
6. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS
7. NOTED ITEMS
 - 7.1 41-24-07 Leads Online Investigation System Service Package

1. 41-24-07 Leads Online
- 7.2 Killebrew, Inc. Task Order No. CZH2408 WWTP Survey and SUE Work
 1. Tucker Rd-Alston to WWTP Survey

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.**



2023 PLANT OPERATIONS EXCELLENCE AWARD

In furtherance of the Florida Department of Environmental Protection's goal of ensuring safe drinking water for all people in Florida, this certificate is hereby awarded to

City of Zephyrhills

In recognition of outstanding operation through dedicated professionalism.
Awarded at the 2024 Focus on Change seminar series event held in Haines City, Florida.

Presented this 12th Day of March 2024

A handwritten signature in blue ink, appearing to read "John Coates", is written over a horizontal line.

John Coates, Director, Division of Water Resource Management



2023 PLANT OPERATIONS EXCELLENCE AWARD

In furtherance of the Florida Department of Environmental Protection's goal of ensuring safe wastewater for all people in Florida, this certificate is hereby awarded to

City of Zephyrhills Wastewater Treatment Plant

In recognition of outstanding operation through dedicated professionalism.
Awarded at the 2024 Focus on Change seminar series event held in Haines City, Florida.

Presented this 12th Day of March 2024

John Coates, Director, Division of Water Resource Management



ZEDC Plan of Work 2023-24 Progress Report

March 2024

Monthly Activities

- ZEDC Steering Committee and Stakeholders Committee Meetings
- Clearly Zephyrhills Website Maintenance
- Social Media posting

Activities YTD (Marketing, Business Engagement, Direct Business Support, Workforce)

- October 2023: Economic Summit - Innovative Zephyrhills
 - a. Retail BizWalk finalized, report created and presented at the Summit
- November 2023: CEO attended USF Economic Development Course
- January 2024: Legislative Action Days
- February 2024: 14th Annual Pigz in Z'Hills BBQ & Blues held in downtown
- March 2024: Small Business Expo and Trade Show held on Allen Road
- April 2024: Transportation Forum at Stakeholders Meeting on April 10th

Activities As Needed

- Printed Marketing Materials Reviewed and Refreshed
 1. Community Profile
 2. Medical Report
 3. Industrial Report
 4. Retail Report
 5. Small Business Development Guide
 6. Clearly Us
 7. Zephyrhills Community Services Guide
 8. Resources-at-a-Glance

Planning has begun for Year 1 Project: Workforce Employment research and job fair

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on March 11, 2024 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (312)-757-3121 - Access Code: 377-392-925.

Council President Lance Smith called the meeting to order at 6:03 p.m. Roll call was taken. Present were members Lance A. Smith, Charles Proctor, Kenneth Burgess, Jodi Wilkeson and Mayor Melonie Bahr Monson. Steven F. Spina, Ph.D. was absent. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utility Director John Bostic, IT Director Michael Panak, Public Information Officer Kevin Weiss, Building Official Bill Burgess, HR Director Sandra Amerson, CRA Director Gail Hamilton and City Clerk Lori Hillman.

Rosie Paulsen delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Girl Scout Proclamation

Mayor Monson read aloud a Girl Scout Proclamation proclaiming Tuesday, March 12, 2024 National Girl Scout Day in the City of Zephyrhills prior to presenting to Girl Scout Troop 309.

Spoke from the floor: Girl Scout Kaytlin Higgins

Girl Scout Kaytlin Higgins with Troop 309 said she has been meeting at the building in Shepherds Park for eight years where the stairs in the back of the building are deteriorating with pieces of concrete missing. Kaytin is planning to repair the stairs as a project to earn her Girl Scout Silver Award.

1.2 Zephyrhills Robodawgs Presentation

JROTC Robotics Coach Brad Odell introduced JROTC Instructor Staff Sergeant Smith, JROTC Lieutenant Captain and Robotics Team Commander Lisenbee, and JROTC Second Lieutenant and Team C Leader Fraley.

Mr. Odell said the JROTC Robotics Team secured four robot invitations to compete in the world championship in Texas. The military will pay all expenses with the exception of entry fees which are \$600 per team for a total of \$2,400 due March 29th. He said fundraising events are ongoing with \$301 raised to-date. The robotics team is comprised of kids with brains that will lead America's future and requested Council's assistance to support education.

Council concurred to move forward with a donation.

2. CONSENT ITEMS

2.1 Approval of February 26, 2024 Meeting Minutes

2.2 Request Council's Approval and Signature upon the Close Out Document for the Wire Road Reclaim FDEP SRF Loan Project

Charles Proctor moved to approve the Consent Items. Seconded by Kenneth Burgess. Motion passed unanimously, 4-0.

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 Mayor's Youth Council Amendment

Second Reading **ORDINANCE NO. 1476-24 - "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 30.140 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, EXPANDING THE STUDENT SCHOOL GRADE LEVEL ELIGIBLE FOR APPOINTMENT TO THE MAYOR'S YOUTH COUNCIL; PROVIDING FOR APPLICABILITY, REPEALER, SEVERABILITY, INCLUSION IN THE CODE, AND PROVIDING AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1476-24 by title. A public hearing was held and there were no comments from the floor.

Kenneth Burgess moved to approve Ordinance No. 1476-24 on the Second Reading. Seconded by Jodi Wilkeson. Motion passed unanimously, 4-0.

3.2 Indoor and Outdoor Storage Facilities Moratorium Extension

First Reading **ORDINANCE NO. 1477-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING ORDINANCE 1455-23, TO EXTEND THE TEMPORARY MORATORIUM ON RECEIVING AND PROCESSING PLANS AND PERMIT APPLICATIONS FOR RECREATIONAL VEHICLE STORAGE MATERIAL LAYDOWN AREAS AND INDOOR STORAGE FACILITIES; PROVIDING FOR CONFLICTS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1477-24 by title. A public hearing was held and there were no comments from the floor.

Charles Proctor moved to approve Ordinance No. 1477-24 on the Second Reading. Seconded by Jodi Wilkeson. Motion passed unanimously, 4-0.

3.3 Oakside Cemetery Amendment

First Reading **ORDINANCE NO. 1478-24 - "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 94.06. – INSTALLATION, MARKERS, MONUMENTS OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, AMENDING THE MARKERS REQUIREMENTS IN BLOCKS ONE THROUGH 8 (THE OLD SECTION) OF THE CITY OF ZEPHYRHILLS OAKSIDE CEMETERY; PROVIDING FOR APPLICABILITY, REPEALER, SEVERABILITY, INCLUSION IN THE CODE, AND PROVIDING AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Ordinance No. 1478-24 by title. A public hearing was held and there were no comments from the floor.

Jodi Wilkeson moved to approve Ordinance No. 1478-24 on the Second Reading. Seconded by Kenneth Burgess. Motion passed unanimously, 4-0.

4. CITY ATTORNEY'S REPORT

4.1 Approval of Gagne Utility Services Agreement No. 41-24-06

City Attorney Matthew Maggard said this agreement has been in the pipeline for a number of years prior to the residential moratorium. The agreement provides connection fee credits in exchange for the installation of new and upgraded lines to accept capacity. He clarified the existing utility lines need to be upgraded to meet the capacity requirements of the Gagne project. Rather than installing the minimum pipe requirements, the City will pay the difference to install larger pipes for future growth in the industrial corridor area. Representatives for the project were present to answer questions.

City Manager William Poe said this project comprises 215 units of mixed use residential townhomes and single family detached homes. An indoor storage facility is being proposed on the separate front parcel.

Spoke from the floor: Clarke Hobby – Hobby and Hobby PA – 109 North Brush Street – Tampa, FL

Mr. Hobby said this residential project was approved by Council in May or June of 2021.

City Manager William Poe said the City is providing for the future growth and revenue. The project requires for the installation of lines and the City has agreed to pay the difference to upsize to larger pipe for a minimal material cost difference i.e., upsize a sewer line from 4" to 6" and a water line from 8" to 12". The City will provide utility fee credits for the material cost.

Jodi Wilkeson moved to approve the Gagne Utility Services Agreement No. 41-24-06. Seconded by Kenneth Burgess. Motion passed unanimously, 4-0.

5. CITIZEN COMMENTS

Joseph Brisco – Citrus Capital Advisors – Alternative Water Option

Spoke from the floor: Saxton Evans – Citrus Capital Advisors - 1500 Citrus Country Drive Dade City, FL

Mr. Evans said he and his partner recently purchased the Lykes Pasco Plant for warehouse buildings 14 months ago and found out they have an endless supply of potable water. They currently have 5M gallons per day licensed by SWFWMD with 16 wells; nine of the wells are deep water wells. He referred to a study performed by SWFWMD in the early 1980's when Lykes Pasco was pulling 33M gallons of water per day with no drawdown for 20 years. He said the SWFWMD report is fascinating and explains a situation in geology where the upper aquifer meets the lower aquifer to refill itself. He said the water resource is the reason the Lykes Pasco Plant was built in this location originally. He offered this water source as an alternative for the City of Zephyrhills to purchase water. He said there is an existing connection line from Dade City to Zephyrhills with the intent of providing water in an emergency. He referred to some large tracts of land that he would be interested in that the City may not have water for stating he could provide the water through a public/private partnership through the City's right of ways.

Council President Smith directed Mr. Evans to work with staff.

MAYOR ANNOUNCEMENTS – Mayor Monson said the Founder's Day event was amazing and thanked Main Street staff and volunteers.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe thanked HR staff for hosting an Employee Appreciation Luncheon on Friday, March 8th. The City is donating three police vehicles to PSHC for training. He said two architectural firms, CPH and Harvard Jolly, were close in rankings and will be scheduled to make a presentation to Council for the design of City Yard.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Council Vice President Burgess thanked all employees for being prepared and doing a great job with the large events being held.

Councilwoman Wilkeson said she didn't feel the turnout was what it has been in the past for Founder's Day but the opportunities to have fun were terrific with an opportunity to see the vintage campers.

Councilman Proctor acknowledged police staff who were present all day at the Founder's Day event along with public works staff who had the event spotless the next day. He said his first grandson was born, Fender Kai Proctor and said he and his wife are making plans to visit in Germany to spend two weeks with the grandbaby.

Council President Smith said Main Street did a great job with the Founder's Day event and liked the addition of the vintage campers in the park.

Meeting Adjourned: 6:46 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.2

Approval of Hydrant Maintenance by R & M Service Solutions

Issue:

Continuation of the annual hydrant maintenance program.

Background:

An annual project to perform maintenance, flow testing, and painting of all the city fire hydrants

Attachment(s):

1. 30495052v1 - R&M Service Solutions Piggyback
2. 30495038v1 - Exhibit A - R&M Service Solutions
3. 30495020v1 - Exhibit B - R&M Service Solutions
4. 30495004v1 - Exhibit C - R & M Hydrant Maintenance Scope of Services (2)

Fiscal Impact:

In the approved FY24 budget, and the proposed cost to do the service is \$66,135.00

Staff Recommendation:

It is the recommendation of Staff to the City Council to approve the work as presented.

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

WHEREAS, **R&M SERVICE SOLUTIONS, LLC** a Florida limited liability company (the "Contractor") duly authorized to conduct business in the State of Florida, whose address is 7256 Westport Place, Suite A, West Palm Beach, Florida 33413, in this Agreement referred to as 'CONTRACTOR', entered into an agreement dated December 11, 2020, with **SEMINOLE COUNTY**, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, referred to as "COUNTY", a political subdivision of the State of Florida, for **HYDRANT AND VALVE MAINTENANCE, REPAIR AND FLUSHING SERVICES** (IFB No.603974-CAR) services procured pursuant to F. S. §287.057 (the "Contract");

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

WHEREAS, the City desires to continue "piggybacking" onto the above referenced Contract for utilization of the same or similar services and the Contractor consents to the aforesaid "piggybacking".

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with **Seminole County** and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the work is completed.
3. The City and Contractor agree to follow the current contract term with **Seminole County's Hydrant and Valve Maintenance, Repair and Flushing Services** which expires on **December 10, 2024** with one (1) additional (1) one-year renewal if so desired and agreed to by the City of Zephyrhills and the Contractor.
4. The following documents are incorporated into and made part of this Agreement:
 - a. Seminole County IFB-603974-20/CAR Renewal #1 Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services dated October 4, 2023 is attached hereto as **Exhibit A**.
 - b. Seminole County Term Contract for Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services dated October 11, 2020 is attached hereto as **Exhibit B**.
 - c. City of Zephyrhills Hydrant Maintenance Spec Sheet by R&M Service Solutions is

attached hereto as **Exhibit C**.

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

Contractor Legal Representative

CITY OF ZEPHYRHILLS

Signature Date

Lance A. Smith Date
City Council President

Print Name and Title

WITNESS

ATTEST

Signature Date

Lori L. Hillman Date
City Clerk

**EXHIBIT
A**



**RESOURCE MANAGEMENT DEPARTMENT
PURCHASING AND CONTRACTS DIVISION**

10/04/2023

R & M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, Florida 33413

RE: IFB-603974-20/CAR Renewal #1 Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Pursuant to Seminole County Purchasing Code Section 3.554(5)(a), this notice shall serve as authorization to renew the above agreement from **December 11, 2023 through December 10, 2024** as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

Please remember to keep this office up to date with a **current certificate of insurance with the above contract number referenced on the certificate** as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this Contract renewal action.

Thank you for your interest in doing business with Seminole County. If you have any questions or need further assistance, please contact our office.

Sincerely,

Rachel Horne

Rachel Horne
Procurement Analyst I

cc: Environmental Services - Utilities Engineering
County Attorney's Office
County Comptroller's Office
File

08# 923

**EXHIBIT
B**

**TERM CONTRACT FOR HYDRANT AND VALVE MAINTENANCE,
REPAIR, AND FLUSHING SERVICES
(IFB-603974-CAR)**

THIS AGREEMENT is dated as of the 11th day of DECEMBER 2020, by and between **R&M SERVICE SOLUTIONS, LLC**, duly authorized to conduct business in the State of Florida, whose address is 7256 Westport Place, Suite A, West Palm Beach, Florida 33413, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to

this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY 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) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, Florida 32771

For CONTRACTOR:

R&M Service Solutions, LLC
7256 Westport Place, Suite A,
West Palm Beach, FL 33413

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

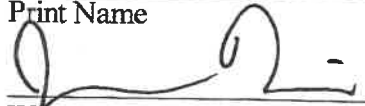
services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.



Witness
Sasaw Dobbs

Print Name


Witness
Jonathan Wise

Print Name

R&M SERVICE SOLUTIONS, LLC
By: 

SAMUEL WICK, Sales Director
Date: 12/08/2020

SEMINOLE COUNTY, FLORIDA

Cassandra Reyes

Witness

CASSANDRA REYES

Print Name

Leticia Figueroa

Witness

Leticia Figueroa

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

David A. Shields

County Attorney

DGSP/lpk

8/26/20 11/5/20

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By: Markly Jean Charles
for MARKLY JEAN CHARLES, Purchasing and
Contracts Manager

Date: 12-11-20

As authorized for execution by the Board of
County Commissioners at its DECEMBER, 8TH
20 20, regular meeting,

AGENDA ITEM # 2020-0426

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing

Fire Hydrants - Valves Maintenance and Repair and Flushing Services

Part 1 General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.
- F. Fire Hydrant Flow Testing and Marking (NFPA 291)(most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCES.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA - M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied. Additional color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCES request.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- **Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.**
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant pressure after 5 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SOL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCES request.
- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCES request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- car File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** - Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** - Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation-Structure discrepancies
- Valve Size - PDOP value
- Valve Type-HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste
- Complete site restoration unless otherwise specified by SCES

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S
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P

ORDER DATE
REQUISITION
REQUESTOR
VENDOR #

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ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

EXHIBIT B

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accs. Payable Inquiries - Phone (407) 665 7656

Purchase Order Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability, or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Exhibit C
Contract Pricing

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**Part 4
Price Submittal**

IFB-603974-20/CAR - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: R&M Service Solutions, LLC
Mailing Address: 7256 Westport Place Suite. A
Street Address: 7256 Westport Place Suite. A
City/State/Zip: West Palm Beach, FL 33413
Phone Number: (877)847-6747 FAX Number: (561) 290-0693
E-Mail Address: swick@rmservicesolutions.com

Designated Project Manager Information:

Project Manager: Michael George
Project Manager Telephone No.: (352) 398-9127 Fax No.: (561) 290-0693
E-Mail Address: mgeorge@rmservicesolutions.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	3000	\$ 53.00	\$ 159,000.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	500	\$ 43.00	\$ 21,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	\$ 275.00	\$ 6,875.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	\$ 10.00	\$ 2,500.00
A5	Furnish and install reflective road marker	EA.	500	\$ 10.00	\$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	\$ 20.00	\$ 5,000.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	\$ 50.00	\$ 1,250.00
A8	Upper barrel repair	EA.	35	\$ 400.00	\$ 14,000.00
A9	lower barrel repair	EA.	50	\$ 700.00	\$ 35,000.00
A10	Hydrant extension (6")	EA.	25	\$ 800.00	\$ 20,000.00
A11	Hydrant extension (12")	EA.	20	\$ 825.00	\$ 16,500.00
A12	Hydrant extension (18")	EA.	20	\$ 900.00	\$ 18,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 5,900.00	\$ 59,000.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 6,100.00	\$ 61,000.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16a	With 6" x 6" tee	EA.	3	\$ 1,000.00	\$ 3,000.00
A16b	With 6" x 8" tee	EA.	3	\$ 1,100.00	\$ 3,300.00
A16c	With 6" x 10" tee	EA.	2	\$ 1,500.00	\$ 3,000.00
A16d	With 6" x 12" tee	EA.	2	\$ 2,000.00	\$ 4,000.00
A16e	With 6" x 14" tee	EA.	2	\$ 4,000.00	\$ 8,000.00
A16f	With 6" x 16" tee	EA.	1	\$ 4,100.00	\$ 4,100.00
A16g	With 6" x 20" tee	EA.	1	\$ 5,000.00	\$ 5,000.00
A16h	With 6" x 24" tee	EA.	1	\$ 5,000.00	\$ 5,000.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	\$ 6,100.00	\$ 152,500.00
A17a	With 6" x 6" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17b	With 6" x 8" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17a	With 6" x 10" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17c	With 6" x 12" wet tap	EA.	2	\$ 1,800.00	\$ 3,600.00
A17d	With 6" x 14" wet tap	EA.	2	\$ 2,000.00	\$ 4,000.00
A17e	With 6" x 16" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17f	With 6" x 20" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17g	With 6" x 24" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	\$ 3,200.00	\$ 32,000.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	\$ 250.00	\$ 7,500.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	\$ 200.00	\$ 5,000.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	\$ 225.00	\$ 3,375.00

BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	\$ 37.00	\$ 37,000.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 37.00	\$ 27,750.00
B3	Valve maintenance (without GPS location)	EA.	350	\$37.00	\$ 12,950.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$71.45	\$ 8,931.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$425.00	\$ 42,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,330.00	\$ 34,950.00
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 3,800.00	\$ 57,000.00
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,500.00	\$ 67,500.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 5,000.00	\$ 75,000.00
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 5,900.00	\$ 59,000.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$8,000.00	\$ 40,000.00
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 12,000.00	\$ 60,000.00
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 15,000.00	\$ 75,000.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 17,000.00	\$ 85,000.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$ 27,000.00	\$ 27,000.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 7,000.00	\$ 70,000.00
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 7,800.00	\$ 78,000.00
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 9,000.00	\$ 90,000.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 15,000.00	\$ 75,000.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 16,000.00	\$ 80,000.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	\$75.00	\$ 7,500.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 1,200.00	\$ 18,000.00
B27	Realign valve box to grade in pavement (>4" to 10") includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$ 2,500.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$ 2,500.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	25	\$ 100.00	\$ 2,500.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	10	\$ 100.00	\$ 1,000.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 20.00	\$ 30,000.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 150.00	\$ 22,500.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY ³	100	\$ 500.00	\$ 50,000.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY ³	250	\$ 225.00	\$ 56,250.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory investigation 0' to 4' deep	HOURLY ^{1,2,3}	120	\$ 450.00	\$ 54,000.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY ^{1,2,3}	150	\$ 225.00	\$ 33,750.00
B39	Exploratory investigation > 10' deep.	HOURLY ^{1,2,3}	50	\$ 300.00	\$ 15,000.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$45,000.00	\$ 90,000.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 60,000.00	\$ 120,000.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 100.00	\$ 25,000.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 100.00	\$ 50,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 100.00	\$25,000.00
ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	Required use of Ductile Iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$50.00	\$ 2,500.00
E1b	8 inch	LF.	50	\$51.00	\$ 2,550.00
E1c	10 inch	LF.	25	\$80.00	\$ 2,000.00
E1d	12 inch	LF.	25	\$ 80.00	\$ 2,000.00
E1e	14 inch	LF.	10	\$ 100.00	\$ 1,000.00
E1f	16 inch	LF.	50	\$ 100.00	\$ 5,000.00
E1g	20 inch	LF.	10	\$ 300.00	\$3,000.00
E1h	24 inch	LF.	10	\$500.00	\$5,000.00
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 5,000.00	\$25,000.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 5,000.00	\$ 25,000.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2e	8" line stop (SS fitting)	EA.	5	\$ 6,500.00	\$32,500.00
E2f	10" line stop (SS fitting)	EA.	5	\$ 7,000.00	\$35,000.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 8,000.00	\$ 40,000.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 11,000.00	\$55,000.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 9,400.00	\$ 47,000.0
E2j	20" line stop (epoxy fitting)	EA.	5	\$14,000.00	\$70,000.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 18,000.00	\$ 90,000.00



PROPOSAL PREPARED FOR:

Seminole County
1301 East 2nd Street
Sanford, Florida 32771
Attn: Purchasing & Contracts (PCD)

PREPARED BY:

R&M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, Florida 33413

Term Contract for
Hydrant and Valve
Maintenance, Repair
and Flushing Services
IFB-603974-20/CAR



R&M SERVICE SOLUTIONS PROPOSAL FOR SERVICES

INTRODUCTION & EXPERIENCE

Seminole County
Attn: Cassandra Reyes
Title: Senior Procurement Analyst
Address: 1301 East 2nd Street
Sandford, Florida 32771

Subject: Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services –
IFB-603974-20/CAR

Dear: Cassandra Reyes

R&M Service Solutions is pleased to offer this RFP response to Seminole County for the Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services.

Valve exercising is the single most important for of preventive maintenance for improving reliability for the water distribution system. Under normal operating conditions main line valves are fully opened and fully closed only when isolation of a portion of the system is needed. Valves that remain in the either for extended period become difficult or even impossible to operate. Additionally, critical valves **MUST** be operated at any given moment when needed. Therefore, they should exercise at least once a year or more often if the water is corrosive or dirty. The more frequent the valve exercising program, the greater the chance that they will operate when needed.

Regular hydrant testing and maintenance is vital for Seminole County's fire hydrants. A number of conditions can affect a hydrant's performance including Water System improvements or changes which can affect zone valve settings, usage changes, damage from accidents or vandalism, wear and tear deterioration, mechanical malfunction and occasionally work performed on water lines without hydrant isolation valves being reopened. Uncovering any of these problems and correcting them prior to the hydrant being needed is imperative to determine fire hydrant capabilities in the event of an emergency.

In addition to determining fire flows, testing can uncover mechanical problems from valves that do not operate properly, to leaks and even pump damaging debris flowing from hydrants. Flow test data also provides essential field information to aid water service planners and the Fire Prevention Bureau to accurately estimate water main capabilities. Water main and hydrant flow capabilities influence decisions about required fire protection and fire resistance features for new developments; where priorities should be placed and Water System upgrades of older, smaller water mains.

GIS Integrated Data collected because of Valve Maintenance Program can be presented to Seminole County's integration into your database system. For repairing and replacing fire hydrants and water mains, **R&M Service Solutions** performs Line Stopping up to 60 inches, as well as scheduled water shutdowns, and offers a full complement of valve insertion

services. Using our sophisticated GPS data collection equipment, **R&M** can collect both spatial and non-spatial data and present the data to Seminole County for integration into its GIS system.

Our Staff experience includes similar work for some of the most respected utilities in the United States including Ormond Beach, FL; Allentown, PA; Dania Beach, FL; Polk County, FL; City of Melbourne, FL; Volusia County, FL; Broward County, FL; Hillsborough County, FL; and more available upon request. **R&M Service Solutions** is an Equal Opportunity Employer and has the expertise, experience, equipment and skill needed by Seminole County for a successful completion of your program.

For the Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services project, Michael George, Operations Manager of **R&M Service Solutions** will act as Project Manager (mgeorge@rmservicesolutions.com). With his outstanding commitment to quality and customer satisfaction, Michael has developed long standing relationships with customers through his ability to assume complete ownership of all aspects of a project, understanding the needs of his customers and achieving goals with honesty and integrity. He has been consistently recognized for successfully developing and implementing profitable business advance initiatives ensuring that projects are completed up to and beyond his customer's expectations.

The team at **R&M Service Solutions** look forward to partnering with Seminole County for a successful Hydrant and Valve Maintenance, Repair and Flushing Services project.

PROJECT APPROACH / DELIVERY

Valve Maintenance and Assessment (VM&A)

Valve exercising and assessment is the single most important form of preventive maintenance for improving valve reliability. Under normal operating conditions main line valves are fully opened and fully closed only when isolation of a portion of the system is needed. Valves that remain in either position for extended periods of time become difficult or even impossible to operate. Therefore, they should be exercised at least once a year or more often if the water is corrosive or dirty. The more frequent the valve exercising program, the greater the chance that they will operate when needed. Regular valve exercising and maintenance is vital for Seminole County's approximately 2,100 valves.

R&M Service Solutions' Standard VM&A Program
Our Valve program is designed to maintain, exercise and assess all valves within a distribution system. The Customer designates the valves to be assessed / exercised. <i>R&M's standard program includes:</i> ◆ Perform trial shut downs ◆ Locate designated valves using City maps ◆ Document location with GPS coordinates at sub-meter accuracy using State Plane System ◆ Exercise valve w/ "down line" hydrant opened, record water loss, clean valve box as needed ◆ Flush area line through hydrants to maintain water quality, record water loss ◆ Document / report inoperable valves ◆ Confirm / update Customer's valve inventory ◆ Make corrections to GIS viewer, include updated maps

As an integral part of Distribution System management VM&A can help to locate malfunctioning, closed or frozen valves which, if not located, make isolating a specific area of a distribution system time consuming at best, and in some instances - impossible. Routine or emergency repairs must be made in a timely manner to limit costly overtime, prevent excessive water loss and to maintain superior public relations. A VM&A Program will extend the usable life of valves in a distribution system, ensure valves can be located, make certain valves can be assessed / operated as needed and it allows a Utility to more effectively plan time and costs for scheduled system repairs or improvements.

R&M Service Solutions' VM&A Program is designed to meet the requirements of environmental oversight agencies and complies with AWWA standards (including publication M44 – Distribution Valves; Selection, Installation, Field Testing and Maintenance).

R&M's technicians are trained to expertly operate water distribution valves either manually or with valve operators. The size, condition of the valve and Utility requirements determine which method is used on a case by case basis.

VM&A Operating Guidelines for Seminole County

R&M will use a two (2) person crew or multiple crews as and when needed/approved.

R&M's Standard Implementation Guidelines

4" and Smaller Gate Valve Maintenance Process

Unless otherwise directed by the Seminole County, all 4" and smaller valves will be manually operated to avoid damage.

- ◆ Locate the valve
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Remove valve box lid
- ◆ Clean out valve box to access valve
- ◆ Verify location, size and operational direction of valve (left or right)
- ◆ Cross reference data supplied by Utility
- ◆ Identify type of valve if possible (older valves may be bronze disc plumbing style valves such as NIBCO or bronze ball valves of the corporation stop style - neither type will have a standard operating nut - a pronged or slotted valve wrench will need to be utilized)
- ◆ With great care, move the valve from the open position to the closed position, then back to the open position until the appropriate number of turns is accomplished.
- ◆ Unless otherwise directed by the Utility, carefully operate the valve through two (2) full cycles leaving the valve in the full open position

6" to 12" Gate Valve Maintenance Process

- ◆ Locate the valve
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Verify location, size and operational direction (left or right) of valve
- ◆ Cross reference data supplied by Utility
- ◆ Identify manufacturer of valve if possible

- ◆ Verify torque requirements, actuator requirements and the number of turns from full open to full closed position with the manufacturer's specifications
- ◆ Set the hydraulic valve operator to the desired minimum torque and the appropriate number of turns for a butterfly valve not a gate valve
- ◆ Verify the operational direction of the valve (left or right)
- ◆ Move the valve from the open position to the closed position until the minimum torque limit or appropriate number of turns is achieved (if torque limit is reached prior to obtaining the appropriate number of turns, continue to operate the valve by repeating the process and slowly increasing the torque limit up to the maximum torque limit of 300 ft. lb., on actuators with wrench nut or 200 ft. lb. on actuators with hand / chain wheel until the appropriate number of turns are obtained - DO NOT EXCEED THE MAXIMUM TORQUE LIMIT
- ◆ Unless otherwise directed by the Utility, cycle the valve through two (2) full cycles leaving the valve in the fully open position

16" and Larger Non-Geared Gate Valve Maintenance Process

- ◆ Locate main line valve (and by-pass valve, if applicable)
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Remove valve box lid and / or open valve vault hatch covers
- ◆ Clean out valve box or vault to access valve
- ◆ Verify location, size and operational direction of main line valve (left or right) and by-pass valve if applicable
- ◆ Cross reference data supplied by Utility
- ◆ Identify size and type of main line valve and by-pass valve, if applicable
- ◆ Determine if valve is geared
- ◆ Identify type of valve if possible
- ◆ Verify torque requirements and the number of turns from full open to full closed position, for both the by-pass valve (if applicable) and main valve, with the manufacturer's specifications
- ◆ Set the hydraulic valve operator (first for by-pass valve, if applicable) to the desired minimum torque and the appropriate number of turns
- ◆ Move the valve from the open position to the closed position until the minimum torque limit or appropriate number of turns is achieved (if torque limit is reached prior to obtaining the appropriate number of turns, continue to operate the valve by repeating the process and slowly increasing the torque limit up to the maximum torque limit until the appropriate number of turns are obtained - DO NOT EXCEED THE MAXIMUM TORQUE LIMIT
- ◆ Unless otherwise directed by the Utility, cycle the main line valve, and by-pass valve if applicable, through two (2) full cycles leaving the valve in the fully open position

16" and Larger Geared Gate Valve Maintenance Process

- ◆ Locate main line valve and the by-pass valve, if applicable
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Remove valve box lid and / or open valve vault hatch covers
- ◆ Clean out valve box or vault to access valve

- ◆ Verify location, size and operational direction (left or right) of main line valve (and by-pass valve if applicable)
- ◆ Cross reference data supplied by Utility
- ◆ Identify size and type of main line valve and by-pass valve, if applicable
- ◆ Determine if valve is geared
- ◆ Identify manufacturer of valve if possible
- ◆ Verify torque requirements and the number of turns from full open to full closed position, for both the by-pass valve (if applicable) and main valve, with the manufacturer's specifications
- ◆ If valve is geared, activate gear reduction mode on hydraulic valve operator and enter appropriate torque range
- ◆ Set the hydraulic valve operator (first for by-pass valve, if applicable) to the desired minimum torque and the appropriate number of turns
- ◆ Move the valve from the open position to the closed position until the minimum torque limit or appropriate number of turns is achieved (if torque limit is reached prior to obtaining the appropriate number of turns, continue to operate the valve by repeating the process and slowly increasing the torque limit up to the maximum torque limit until the appropriate number of turns are obtained - DO NOT EXCEED THE MAXIMUM TORQUE LIMIT
- ◆ Unless otherwise directed by the Utility, cycle the main line valve and by-pass valve if applicable, through two (2) full cycles leaving the valve in the fully open position

Butterfly Valve Maintenance Process

- ◆ Locate the valve
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Verify location, size and operational direction (left or right) of valve
- ◆ Cross reference data supplied by Utility
- ◆ Identify manufacturer of valve if possible
- ◆ Verify torque requirements, actuator requirements and the number of turns from full open to full closed position with the manufacturer's specifications
- ◆ Set the hydraulic valve operator to the desired minimum torque and the appropriate number of turns for a butterfly valve not a gate valve
- ◆ Verify the operational direction of the valve (left or right)
- ◆ Move the valve from the open position to the closed position until the minimum torque limit or appropriate number of turns is achieved (if torque limit is reached prior to obtaining the appropriate number of turns, continue to operate the valve by repeating the process and slowly increasing the torque limit up to the maximum torque limit of 300 ft. lb., on actuators with wrench nut or 200 ft. lb. on actuators with hand / chain wheel until the appropriate number of turns are obtained - DO NOT EXCEED THE MAXIMUM TORQUE LIMIT
- ◆ When the butterfly valve is operational, unless otherwise directed by the Utility, cycle the valve through two (2) full cycles leaving the valve in the fully open position
- ◆ If the valve remains fixed between the open and closed position, contact the Utility seeking permission to access the actuator
- ◆ If permission is obtained, access the actuator and check for jamming (if nothing is found, the interference may be in the valve)
- ◆ If, after accessing the actuator, no reason for jamming is found – STOP and contact the Utility – DO NOT ATTEMPT TO FORCE THE DISC OPEN OR CLOSED - excessive torque can severely damage internal valve and / or actuator components

Valves Found In Closed Position

If a valve is found in the closed position, **R&M's** technicians will immediately contact the Utility. If instructed to leave the valve in the closed position, **R&M's** technicians will document the appropriate data and proceed to the next valve. If our technician is instructed to operate the valve to the fully open position, the technician will proceed as accordingly for the type of valve.

Non-Operating Valves

If a technician has been unable to manipulate a valve into completing full cycle, while not exceeding the manufacturer's maximum torque limit, the technician will verify the valve is in the maximum obtainable open position, document all pertinent data and contact the Utility. **R&M's** technician will not proceed to operate the valve past the maximum recommended torque limits unless directed in person and by an on-site Utility representative.

Torque Limits for Resilient Wedge – RW or Double Disc – DD Valves

The information below has been compiled from AWWA and manufacturer specifications. Specific manufacturer requirements supersede the information in this table. 6" through 12" valves have an opening torque of approximately 30% of the closing torque; where 14" through 60" valves have an opening torque that is equal to or less than the closing torque during normal operation.

- ◆ 6" non-geared RW or DD gate valve -50 to 110 ft #
- ◆ 6" bevel geared RW or DD gate valve -30 to 64.7 ft # (Rotork) or 25 to 56.3 ft # (MasterGear)
- ◆ 6" spur gear RW or DD gate valve -50 to 60.1 ft # (Rotork)
- ◆ 8" non-geared RW or DD gate valve -75 to 150 ft #
- ◆ 8" bevel geared RW or DD gate valve -45 to 88.2 ft # (Rotork) or 40 to 76.7 ft # (MasterGear)
- ◆ 8" spur geared RW or DD gate valve -40 to 82 ft # (Rotork)
- ◆ 10" non-geared RW or DD gate valve -90 to 185 ft #
- ◆ 10" bevel geared RW or DD gate valve -50 to 108.8 ft # (Rotork) or 45 to 94.6 ft # (MasterGear)
- ◆ 10" spur geared RW or DD gate valve -50 to 101.1 ft # (Rotork)
- ◆ 12" non-geared RW or DD gate valve -100 to 225 ft #
- ◆ 12" bevel geared RW or DD gate valve -115 to 132.4 ft # (Rotork) or 105 to 115.1 ft # (MasterGear)
- ◆ 12" spur geared RW or DD gate valve -60 to 123 ft # (Rotork)
- ◆ 14" non-geared RW or DD gate valve -110 to 225 ft #
- ◆ 14" bevel geared RW or DD gate valve -30 to 75 ft # (Rotork) or 25 to 58.8 ft # (MasterGear)
- ◆ 14" spur geared RW or DD gate valve -25 to 61 ft # (Rotork 4.1:1), or 55 to 117.9 ft # (Rotork)
- ◆ 16" non-geared RW or DD gate valve -110 to 225 ft #
- ◆ 16" bevel geared RW or DD gate valve -130 to 161.8 ft # (Rotork 2:1) or 45 to 91.7 ft # (Rotork 4:1), or 35 to 71.9 ft # (MasterGear)
- ◆ 16" spur geared RW or DD gate valve -30 to 61 ft # (Rotork 4.1:1), or 55 to 117.9 ft # (Rotork 2.12:1)
- ◆ 18" non-geared RW or DD gate valve -110 to 225 ft #
- ◆ 18" bevel geared RW or DD gate valve -80 to 161.8 ft # (Rotork 2:1) or 90 to 91.7 ft # (Rotork 4:1), or 35 to 71.9 ft # (MasterGear 4.5:1)
- ◆ 18" spur geared RW or DD gate valve -35 to 74.5 ft # (Rotork 4.1:1), or 70 to 144.1 ft # (Rotork 2.12:1)

- ◆ 20" non-geared RW or DD gate valve -100 to 300 ft #
- ◆ 20" bevel geared RW or DD gate valve -65 to 176.5 ft # (Rotork 2:1) or 50 to 100 ft # (Rotork 4:1), or 35 to 78.4 ft # (MasterGear 4.5:1)
- ◆ 20" spur geared RW or DD gate valve -40 to 81.3 ft # (Rotork 4.1:1), or 75 to 157.2 ft # (Rotork 2.12:1)
- ◆ 20" butterfly valve -100 to 300 ft #
- ◆ 24" non-geared RW or DD gate valve -160 to 325 ft #
- ◆ 24" bevel geared RW or DD gate valve -60 to 127.5 ft # (Rotork 3:1) or 50 to 108.3 ft # (Rotork 4:1), or 40 to 85 ft # (MasterGear 4.5:1)
- ◆ 24" spur geared RW or DD gate valve -40 to 88.1 ft # (Rotork 4.1:1), or 60 to 120.4 ft # (Rotork 3:1)
- ◆ 24" butterfly valve -100 to 300 ft #
- ◆ 30" non-geared RW or DD gate valve -150 to 450 ft #
- ◆ 30" bevel geared RW or DD gate valve -80 to 176.5 ft # (Rotork 3:1) or 65 to 132.4 ft # (Rotork 4:1), or 60 to 125 ft # (Limitorque 4:1)
- ◆ 30" spur geared RW or DD gate valve -60 to 127.8 ft # (Rotork 4:1), or 80 to 166.7 ft # (Rotork 3:1)
- ◆ 30" butterfly valve -100 to 300 ft #
- ◆ 36" non-geared RW or DD gate valve -200 to 550 ft #
- ◆ 36" bevel geared RW or DD gate valve -80 to 161.8 ft # (Rotork 4:1) or 75 to 152.8 ft # (Limitorque 4:1)
- ◆ 36" spur geared RW or DD gate valve -75 to 156.3 ft # (Rotork 4:1)
- ◆ 36" butterfly valve -100 to 300 ft #
- ◆ 42" non-geared RW or DD gate valve -200 to 700 ft #
- ◆ 42" bevel geared RW or DD gate valve -100 to 205.9 ft # (Rotork 4:1) or 90 to 194.4 ft # (Limitorque 4:1)
- ◆ 42" spur geared RW or DD gate valve -90 to 198.9 ft # (Rotork 4:1)
- ◆ 42" butterfly valve -100 to 300 ft #
- ◆ 48" non-geared RW or DD gate valve -300 to 800 ft #
- ◆ 48" bevel geared RW or DD gate valve -115 to 235.3 ft # (Rotork 4:1) or 110 to 222.2 ft # (Limitorque 4:1)
- ◆ 48" spur geared RW or DD gate valve -110 to 227.3 ft # (Rotork 4:1)
- ◆ 48" butterfly valve -100 to 300 ft #
- ◆ 54" non-geared RW or DD gate valve -300 to 850 ft #
- ◆ 54" bevel geared RW or DD gate valve -120 to 240 ft #
- ◆ 54" spur geared RW or DD gate valve -110 to 227 ft #
- ◆ 54" butterfly valve -100 to 300 ft #
- ◆ 60" non-geared RW or DD gate valve -350 to 900 ft #
- ◆ 60" bevel geared RW or DD gate valve -125 to 250 ft #
- ◆ 60" butterfly valve -100 to 300 ft #

FIRE HYDRANT MAINTENANCE AND ASSESSMENT (FHM&A)

Assessing and maintaining Fire Hydrants is fundamental in Distribution System Management to protect the public welfare, improve a utility's ISO rating and can aid in maintaining water quality when incorporated into an organized flushing program.

R&M Service Solutions' Standard FHM&A Program
Our Fire Hydrant program is designed to maintain and service all fire hydrants within a distribution system. The customer designates the hydrants within the system to be serviced. <i>R&M's standard program includes:</i> • Hydrant lubrication - operating nut area / nozzles • Complete static test, ensure main valve fully closes, seals and barrel drains • Fire flow testing • Clear weeds / grass around fire hydrant for optimal visibility • Note / repair operational deficiencies • Confirm NFPA / local code conformity • Verify / test hydrant isolation valve including all services in Valve Exercise and Assessment Program • Provide GPS coordinates with sub-meter accuracy using State Plane System • Confirm / update Customer's fire hydrant inventory • Make corrections to GIS viewer, include updated maps • Replace fire hydrants as needed

Regular hydrant testing and maintenance is vital for fire hydrants. A number of conditions can affect a hydrant's performance including Water System improvements or changes affecting zone valve settings, usage changes, damage from accidents or vandalism, wear and tear deterioration, mechanical malfunction and occasionally work performing on water lines without hydrant isolation valves being reopened. Uncovering any of these problems and correcting them prior to the hydrant being needed is imperative to determine fire hydrant capabilities in the event of an emergency.

Table 1: *Programs can be customized to suit the client's specific needs*

In addition to determining fire flows, testing can uncover mechanical problems from valves that do not operate properly, to leaks and even pump damaging debris flowing from hydrants. Flow test data also provides essential field information to aid water service planners and the Fire Prevention Bureau to accurately estimate water main capabilities. Water main and hydrant flow capabilities influence decisions about: required fire protection and fire resistance features for new developments; where priorities should be placed and Water System upgrades of older, smaller water mains.

R&M's FHM&A program is designed to comply with AWWA Waterworks Distribution Standards (M17) and meet the requirements of oversight environmental agencies.

When a fire hydrant has been installed according to industry standards with an isolation valve, blocking or restraint, and provisions for drainage; a malfunctioning hydrant may be manipulated back into operation through re-lubrication and proper cycling during maintenance. In many cases, internal upper- and lower-barrel repairs can be accomplished without excavation. If this cannot

be safely accomplished, or if a compromised or missing isolation valve is involved, the condition then necessitates partial distribution system isolation through shut down or line stopping.

Line Stops

Line stops can drastically reduce the amount of water main to be isolated. **R&M Service Solutions** can safely install double or single line stops up through 60". **R&M's** services include excavation, locates, M.O.T.'s, repairs and restoration to pre-excavation condition.

Wet Taps

R&M Service Solutions can install a new fire hydrant without shutdown by performing a *wet tap*. And in many situations our technicians can tie back an un-restrained isolation valve to the distribution system tee without isolating the distribution system.

Wet tapping is a very cost-effective process of adding a new service into an existing pressurized line without interruption of your system. Wet taps are made with the water main under pressure; the water service does not need to be interrupted and there is less chance of contamination. Connecting or replacing of lateral valves, lateral lines and service lines to mains or other water lines are just a few examples of smaller (3/4" through 2") wet tap usage. Other uses for smaller wet taps include sample point access, disinfectant or additive injection, immediate area flushing or bulk water *filling station* installation.

Larger wet taps (4" or greater) are utilized for fire hydrant installation, larger service taps, valve relocation, water system re-routing and water main extension.

GEOSPATIAL DATA CREATION, MANAGEMENT, ANALYSIS, AND DISTRIBUTION

For more effective management in both the day-to-day and the long-range operations, GIS is helping Utilities unify by integrating information from many sources, both internal and external, into a common framework. As Utilities merge and the workforce shrinks, sharing workflows in an automated and systematic way is crucial. Better information and a framework for understanding and collaboration are needed.

The enterprise GIS platform facilitates collaboration by unifying the underlying data infrastructure and workflows with other key utility information system (IS) platforms such as SCADA; enterprise resource planning (ERP); asset, work, and outage management; and field force automation. By using this common geographic language, Utility managers discover new insights that they can transform into tangible business results such as lower costs, improved asset utilization, and quicker customer hookup.

New technology such as Web services, location-based services, geoprocessing, loosely connected distributed spatial databases, smart clients, and intelligent GIS unifies information for Utility executives, managers, and operators. Decision making, communication, and asset management can be based on the same information throughout the organization.

Using GPS for GIS data collection and data maintenance is essential for timely decision-making and wise use of resources. Any organization or agency that requires accurate location information can benefit from the efficiency and productivity provided by GPS technology. All over the world,

government agencies, scientific organizations, and utility companies use GIS data collection and data maintenance systems to stay up-to-date and competitive.

The Utility Industry is at the forefront when it comes to the use of GPS and GIS technologies. From electric, gas and water utilities to telecommunications companies, geospatial technologies are making it easier for utility workers to manage their complex field assets.

QUALITY MANAGEMENT SYSTEM

Principles

R&M Service Solutions is committed to exceeding customer expectations through implementation and continuous improvement of our Quality Management System. Absolute customer satisfaction is the expectation and is achieved through supplying superior products and services, on-time, at a competitive price.

R&M's Quality Management System is based on two simple principles: ***fit for purpose*** and ***right first time***.

***** Fit For Purpose *****

The products and services we provide should be suitable for the intended purpose and meet the customer's needs.

***** Right First Time *****

R&M places a strong focus on performing the right process for the job at hand. Our motto is *"mistakes should be eliminated – period"*.

Company Quality

R&M Service Solutions has developed and implemented *Company Quality* to demonstrate its ability to consistently provide products and services that meets customer, statutory and regulatory requirements; and to address customer satisfaction through the effective application of the system, including continual improvement and the prevention of nonconformity.

The company-wide quality approach places an emphasis on four aspects:

1. Elements such as controls, job management, adequate processes, performance and integrity criteria and identification of records
2. Competence such as knowledge, skills, experience, qualifications
3. Soft elements, such as personnel integrity, confidence, organizational culture, motivation, team spirit and quality relationships
4. Infrastructure (as it enhances or limits functionality)

Quality Assurance

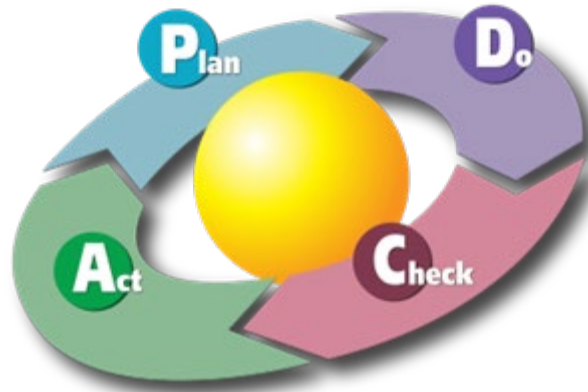
Quality Assurance is another aspect of our Quality Management System. Quality Assurance is more than just testing the quality or aspects of a product, service or facility, it analyzes the quality to make sure it conforms to specific requirements, complies with established plans and suits the customer's needs. We are constantly checking our processes to find areas that need improvement and acting on those accordingly to ensure we provide the best products and services to our customers.

Quality System Management Commitment

R&M's management is committed to the development and implementation of the quality management system and continually improves its effectiveness by:

- Communicating the importance of meeting customer as well as statutory and regulatory requirements
- Establishing a quality policy
- Establishing quality objectives
- Conducting management reviews
- Ensuring the availability of resources

Quality Model



R&M has adopted the *PDCA* model of quality management:

PLAN **Plan** to improve operations first by finding out what problems are faced; determine ideas for solving these problems. Establish objectives and processes necessary to deliver results in accordance with expected outcomes. By making the expected outcome the focus, this quality method differs from other techniques in that the completeness and accuracy of the specification is also part of the improvement.

DO **Do** changes designed to solve the problems. Implement new processes to find resolution to problems and better methods or procedures.

CHECK **Check** whether changes are achieving full desired result. Continuously check activities to ensure quality of output is known at all times to identify new problems if they occur.

ACT **Act** to implement changes. Make changes a routine part of the activity. **Act** to involve other persons (other partners, suppliers, or customers) affected by these changes and whose cooperation is needed to implement on a larger scale. Identify those who may benefit from what has been learned. Measure new processes and compare actual results against expected results to ascertain any differences. Analyze the differences to determine their cause

Management Commitment

R&M's management is committed to the development and implementation of the quality management system and continually improves its effectiveness by:

- Communicating the importance of meeting customer as well as statutory and regulatory requirements
- Establishing a quality policy
- Establishing quality objectives

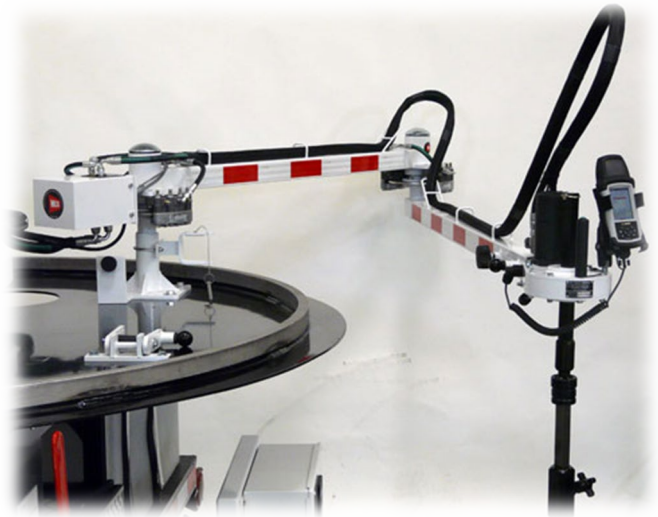
- ◆ Conducting management reviews
- ◆ Ensuring the availability of resources

EQUIPMENT

The following types of equipment will be used on the Seminole County's Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services:

Valves

- ◆ Trailer mounted hydraulic valve operator with adjustable torque control (Wachs ERV-750)
- ◆ High power vacuum for valve box / vault clean outs
- ◆ Extendable valve keys for manual operation
- ◆ Miscellaneous hand tools
- ◆ Arrow Board / signage
- ◆ Warning lights on trucks
- ◆ Traffic Control equipment including properly sized traffic cones with reflective stripes, as needed
- ◆ All necessary safety equipment including Rose – confined space entry equipment, Crowcon Air Monitoring / Gas Detection as needed
- ◆ Valve and hydrant information tracking and logging system



Hydrants

- ◆ Fire flow testing equipment
- ◆ Miscellaneous hand tools
- ◆ Arrow Board / signage
- ◆ Warning lights on trucks
- ◆ Traffic Control equipment including properly sized traffic cones with reflective stripes, as needed
- ◆ All necessary safety equipment including Rose – confined space entry equipment, Crowcon Air
- ◆ Valve and hydrant information tracking and logging system

GPS/GIS

- ◆ Trimble® R2
- ◆ iamGIS Software
- ◆ iamGIS was built specifically for municipal & utility use (operators, field crew, office staff)
- ◆ iamGIS is extremely user-friendly
- ◆ iamGIS can easily be used out in the field on any cellular phone or tablet
- ◆ Users can easily Bluetooth a GPS receiver to a phone or tablet
- ◆ iamGIS customers get UNLIMITED: users, data/media storage & customer support
- ◆ iamGIS Combines an array of functionality in one easy-to-use, real-time solution:
 - GIS & Asset Management
 - Work orders for maintenance & task management
 - Facility management
 - Digital media linked directly to an asset in real-time
 - Text & email notifications

OUR REFERENCES

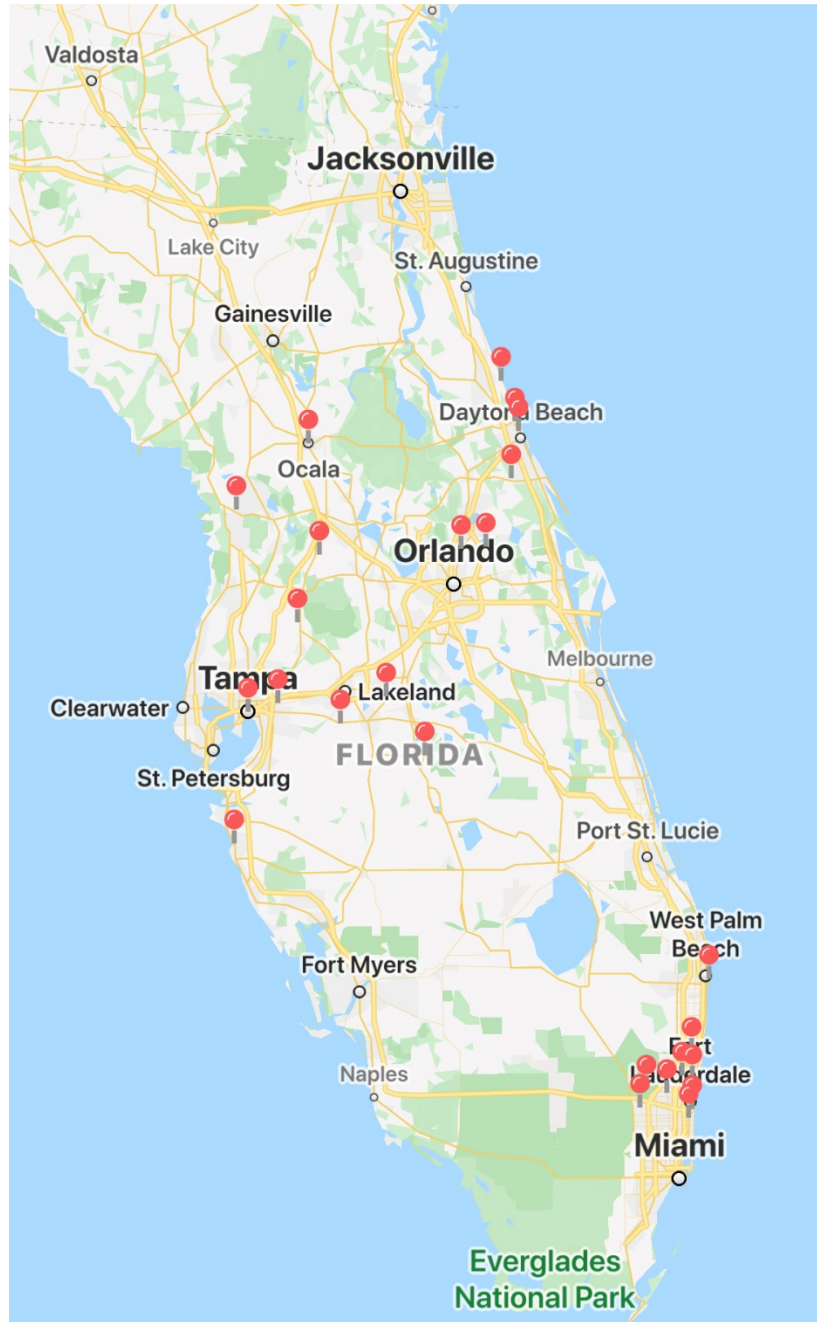
References

Fire Hydrant & Valve Programs:

Client	Contact	Service
Sarasota County, FL 1660 Ringling Blvd, Sarasota, FL 34236	Jason "Jay" Brown Field Services Operations Manager Sarasota County (941) -650-3728 Jason.brown@scgov.net	Valve Exercising
Volusia County, FL 3151 E. New York Ave, 2 nd Floor, Deland, FL 32724	Samuel Farrell – Collection & Distribution Supervisor (386) 822-6465, (386) 822-6466 FAX Sfarrell@volusia.org	Fire Hydrant Maintenance Program
City of Port St. Lucie, FL 900 SE Ogden Lane, Port St. Lucie, FL 34983	Keith Fultz - Inspector, Utility Systems (772) 873-6400 Kfultz@cityogpsl.com	ARV Replacement
City of Flagler Beach, FL 105 S 2 nd Street, P.O Box 70 Flagler Beach, FL 32136	Allen Watts – Utility Operations & Maintenance Supervisor (386) 276-0180 Awatts@cityofflaglerbeach.com	Valve & Fire Hydrant maintenance, repairs, and replacement
City of Weston, FL 2599 S Post Rd, Weston, FL 33327	Jose Casio – Public Works Engineer (954) 385-2600, (954) 385-2610 FAX Jcasio@westonfl.org	Valve Exercising, Fire Hydrant maintenance (painting included) & ARV replacement
Brevard County, FL 2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	Pat Golyer – Utilities Operations Superintendent (321) 863-6871 Pat.golyer@brevardfl.gov	Hydrant, Valve and ARV maintenance, repairs, and replacements.
Citrus County, FL 3600 W. Sovereign Path, Lecanto, FL 34461	Dane Bargiel, Operations & Maintenance Director (352) 400-0146 Gary.loggins@citrusbocc.com	Fire Hydrant Maintenance and Valve Maintenance Program
Seminole County, FL 3300 Dike Road, Winter Park, FL 32792	Chris Graybosch – Water Distribution Supervisor (407) 840-4058 Cgraybosch@seminolecountyfl.gov	Fire Hydrant & Valve Maintenance, repairs and replacements.
City of Boca Raton, FL 1401 Glades Road, Boca Raton, FL 33431	Lisa Wilson-Davis, Operations and Environmental Compliance Manager (561) 338-7310, (561) 338-7345 FAX Lwilsondavis@myboca.us	Fire Hydrant Maintenance (painting included) and Valve Maintenance
Sumter County, FL 7375 Powell Road, Wildwood, FL 34785	Damon Allen, Battalion Chief SCFEMS, B-Shift (352) 569-6844 Damon.allen@sumtercountyfl.gov	Fire Hydrant & valve Maintenance Program

City of Coconut Creek, FL 4800 West Copans Road, Coconut Creek, FL 33063	Jean Dupuis – Deputy Director of Utilities & Engineering (954) 973-6786 Jdupuis@coconutcreek.net	Fire Hydrant & valve Maintenance Program
City of Pompano Beach, FL 1205 NE 5 th Avenue, Pompano Beach, FL 33060	Bray Ben – Utilities Field Superintendent (954) 786-5508 Bray.ben@copbfl.com	Fire Hydrant & valve Maintenance Program
Sarasota County, FL 1660 Ringling Blvd, Sarasota, FL 34236	Jason “Jay” Brown Field Services Operations Manager Sarasota County (941) -650-3728 Jason.brown@scgov.net	Valve Exercising
City of Dade City, FL 14302 Delmar Street, Dade City, FL 33523	Jay Sheridan – Utilities Manager (813) 601-4039 Jsheridan@dadecityfl.com	Fire Hydrant & valve Maintenance Program
Town of Longboat Key, FL 501 Bay Isles Road, Longboat Key, FL 34228	Richard Walters – Water Treatment Operator (941) 316-1988 Rwalters@longboatkey.org	Fire Hydrant maintenance, repair and replacement
City of Longwood, FL 907 E State Road 434, Longwood, FL 32750	Richard Kornbluh - Utilities Manager (407) 263-2388, (407) 263-2390 FAX RKornbluh@longwoodfl.org	Fire Hydrant Maintenance/Repair & Valve Maintenance
Broward County, FL 115 S. Andrews Ave, Suite A600 Fort Lauderdale, 33301	Juan Robby, Utilities Operations Manager (954) 831-3249, (954) 831- 0819 FAX	Fire Hydrant Maintenance & Valve Maintenance
City of Ormond Beach, FL 501 N. Orchard St Ormond Beach, FL 32174	Michael Dunn, P.E. Utilities Engineering Manager (386) 676-3269, (386) 676-3304 FAX Michael.dunn@ormondbeach.org	Fire Hydrant & Valve Maintenance Program
City of Holly Hill, FL 453 LPGA Boulevard, Holly Hill, FL 32117	Andy Armstrong – Drinking Water Supervisor (386) 248-9463 (386) 248-9499 FAX Aarmstrong@hollyhillfl.org	Fire Hydrant & Valve Repair/Replacement
City of Mulberry, FL. 500 S.W. 2 nd Street, Mulberry, FL 33860	John Wright, Utilities Director (863) 661-8954 (863) 425-5497 FAX Jwright@cityofmulberryfl.com	Fire Hydrant Testing & Repair
City of Frostproof, FL 111 West First Street, Frostproof, FL 33843	James Keene, Public Works Director (863) 528-2184 Jkeene@cityoffrostproof.com	Fire Hydrant Testing & Repair

City of Dania Beach, FL 116 W Dania Beach Blvd, Dania Beach, FL 33004	Michael Cassano, Deputy Fire Chief (954) 924-6815 x3722, (954) 921-0959 FAX	Fire Hydrant Maintenance
Polk County, FL 1011 Jim Keene Blvd, Winter Haven, FL 33880	Don Silvia, Utilities Underground Manager (863) 298-4265, (863) 298-4111 FAX Donsilvia@polk-county.net	Fire Hydrant & Valve Maintenance Program
City of Melbourne, FL 900 E. Strawbridge Ave, Melbourne, FL 32901	Mike Brink, Utility Operations Superintendent (321) 722-5373, (321) 674-5750 FAX Mbrink@mlbfl.org	Fire Hydrant Maintenance Program
City of Tampa, FL 306 E Jackson St, Tampa, FL 33602	Zach Worley – Engineer (813) 344-8369 (813) 274-7435 FAX Zachary.worley@tampa.gov.net	Valve Maintenance Program
Hillsborough County, FL 925 E. Twiggs Street, Tampa, FL 33602	Gil Gardner, Utilities Manager – Line Maintenance (813) 554-5010, (813) 554-5066 FAX Ggardner@hcfllgov.net	Fire Hydrant & Valve Maintenance Program



Michael G. George

352-200-9631 Cell

mgeorge@rmservicesolutions.com

Qualifications

- ❖ *Highly Skilled in organizational management.*
- ❖ *Proven Ability to effectively handle multiple tasks and changing levels of responsibilities.*
- ❖ *Quick Study with ability to easily grasp and implement new ideas, concepts, methods, and technologies.*
- ❖ *Energetic and self-motivated team player/builder.*
- ❖ *Thrive in both independent and collaborative work environments.*

Computer Skills

- Windows
- MS Word
- MS Word
- MS Excel
- MS PowerPoint

Education/Training

Twin Lakes High School 1983
Technical Training

Professional Certifications

- ✦ FDEP Level 1 Distribution System Operator
- ✦ FWPCOA A Wastewater Collection
- ✦ FWPCOA C Storm Water C Certification
- ✦ Defensive Driving Course National Safety Council (2009)
- ✦ Project Management Procedures (2009)
- ✦ Creative Problem Solving (2009)
- ✦ Understanding Job Tracking (2009)
- ✦ Understanding Estimating (2009)
- ✦ Contracts & Change Orders (2009)
- ✦ Intermediate Work Zone Traffic Control (10)
- ✦ NUCA Excavation Safety & Competent Person Training Program (2009)
- ✦ NUCA Confined Space Entry Program
- ✦ Florida Stormwater Association Stormwater Operator- Level I

Professional Affiliations

- FSAWWA Mac Council
- FSAWWA Distribution Awards Chair Person

Professional Experience

R&M Service Solutions

November 2013 - Present

Dade City, Florida 33525

Position: Business Development Manager / Operations Manager

Contacting new clients and providing them information on our products and services•Heavy networking •Researching and responding to client's inquiries•Search new leads and secure business through pro-active approaches•Identifying, qualifying and capturing new business nationally•Active contribution to our growth strategy and wider business plan•Delivery of results against set objectives•Work with and respond to complex, large business Request for Proposals.

MasTec North America Inc.

August 2012 - November 2013

Tampa, Florida, 33619

January 2009 - January 2012

Position: Estimator/Supervisor

Coordinated with department personal to assist them in establishing the project scope and standards of construction projects•Assessed scope and location of the work activity•Estimated equipment, manpower, cost of project, and materials required accomplishing each project•Made sketches or blueprints to detail work to be accomplished•Assisted in the establishment of job priority based on general guidelines•Inspected construction sites, buildings to determine work needed to maintain buildings and construction sites to code and desired standards• Interviewed, trained, motivated, assigned and evaluated work, disciplined employees according to established procedures•Performed safety meetings•Planned scheduled, selected or approved, and requested necessary equipment and related supplies.

City of Homestead

January 2012 - August 2012

Homestead, Florida 33030

Position: Operations Manager

Supervision of skilled, semi-skilled and non-skilled personnel•Personnel functions includes landscaping maintenance, construction, repair and maintenance of public buildings, streets, street sweeping, repair of private property damaged by city equipment, alleyways, sidewalks, curbs, storm drains, swale areas, parking lots, all parks and municipality properties, care and maintenance of City equipment•Assisted in the preparation of short and long range objectives and goals•Assisted in preparation of annual budget and monitor expenditures and revenues•Work is specialized and required the coordination of the work force, materials, and equipment to accomplish tasks•Work evaluated by observation in progress and review of completed tasks.

Consolidated Pipe and Supply

November 2007 - January 2009

Orlando, Florida, 32808

Position: Outside Sales / Municipal Sales

Responsible for outside sales, Municipal sale in Central and West coast of Florida•Providing education on products, and AWWA Standards.

Professional Experience - Continued

Municipal Waterworks

November 2006 - October 2007

Orlando, Florida, 32808

Position: Outside Sales / Municipal Sales

Responsible for outside sales, Municipal sale in Central and West coast of Florida●Providing education on products, and AWWA Standards.

Hughes Supply / HD Supply

February 2005 - November 2006

Orlando, Florida 32803

Position: Outside Municipal Sales

Responsible for outside Municipal Sales in the South Florida Area●Providing product knowledge and uses for municipal applications●Sales manager over 150 accounts in the South Florida area on the East and West coast area.

Village of Wellington

October 2003 - February 2005

Wellington, Florida, 33414

Position: Utility Field Manager

Responsible for planning and supervisory oversight of water and wastewater distribution and collections systems and meter services for the Village. Employees in this classification are responsible for effective management and supervision of maintenance crews, technical personnel and contract work. Functional areas under charge include water distribution, wastewater collections, lift stations, and meter service

City of West Palm Beach

June 2002 - October 2003

West Palm Beach, Florida, 33401

1985 to 2001

Utilities Engineering Division

Position: Utilities Construction Coordinator

Inspects utility construction projects to ensure the project meets construction guidelines and conforms to city standards and specifications●Inspects all phases of public construction projects, including but not limited to, trenching, pipe installation, manholes, water or sewer services, fire lines and hydrants, pump stations, aerial and subaqueous crossings, air release units and structures, roadways, sidewalks, landscapes, jack, base installations, building, landscaping●Oversees work of contractors to ensure work meets contract specifications●Coordinates projects with private engineers, City engineers, City maintenance personnel, utility representatives and other government entities (County, FDOT, South Florida Water Management, etc.)●Maintains records of ongoing construction for as-built references, pay request approval and plan verification●Makes field adjustments and redesign decisions to resolve problems or conflicts and authorizes change orders regarding it●Assumed administrative control for project budgets●Attended pre-construction meetings with City design engineers to review plans for utility projects●Conducts tests of water and sanitary sewer systems to determine acceptability and compliance with design specifications●Conducts final walk-through of construction projects●Responded to questions, concerns and complaints regarding utility construction projects●Reviewed and comments on design plans and specifications prior to bid.

Utilities Distribution and Collection

July 1999 - January 2001

Position: Utilities Maintenance Superintendent

Interviews, trains, motivate, assigns and evaluates work, and disciplines employees according to established City procedures. Conducts performance appraisals●Support and actively promote the City's safety programs●Oversees and directs daily activities of a Division, such as specialized electrical services and street lighting, cleaning, maintaining and repair of streets and right-of-ways, repair and maintenance of water distribution, sanitary collection or storm water systems, lift station, and centralized maintenance●Develops, recommends and implements the budgets for the Division●Plans, schedules, select or approve, and requisitions necessary equipment and related supplies●Receives, investigates, and responds to citizen questions and complaints●Inspects completed work to ensure proper work performance.

Position: Infrastructure Operations Coordinator, Field Ops.

December 1997 - July 1999

Interviews, trains, motivate, assigns and evaluates work, and disciplines employees according to established City procedures. Conducts performance appraisals●Supports and actively promotes the City's safety programs●Plans, organizes, directs and controls infrastructure operations●Develops and recommends tactical, strategic plans and policies for assigned areas and

coordinates efforts with other City staff and outside entities•Develop and monitor operational and capital budgets• Negotiates, awards, and oversees and inspects contract work•Reviews requests for adjustments or changes to Union contracts and negotiates with the Union•Met with neighborhood and community groups to answer questions and address issues• Investigates and responds or coordinates response to citizen questions and complaints; collaborates with the Mayor's Response Team in resolving issues.

Position: Utilities Maintenance Supervisor

April 1985 - December 1997

Delegated and supervised work crews in construction and maintenance of the water distribution and sanitary sewer collection system•Operated machinery and automotive equipment, arrange and supervised the movement of tools, equipment, and crews•Maintained work records of assignments, make detailed sketches and prepare progress reports and time/cost accounting reports•Planned construction activities from blue prints and sketches•Communicate plans and work activities, with consumers and contractors regarding planned and on-going projects.

J & M Utilities Service

February 2001 - June 2002

West Palm Beach

Position: Owner and Operator

Distributor of sewer equipment and chemicals•Contractor repair of sewer lift stations and force mains.

Florida Water & Pollution Control Operators Association

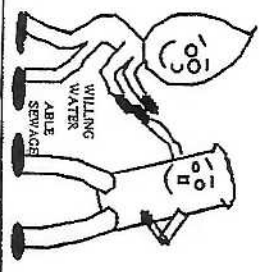
Voluntary Certification Program

hereby certifies that

Michael George

has met the requirements for certification

*as
Class A
Wastewater Collection Technician*



FW & PCOA

Certificate Number 465

Heather Kama

President, FW&PCOA

Date issued August 13, 1999

K M Kelland

Chairman, Voluntary Certification Board



State of Florida

Department of Environmental Protection

OPERATOR CERTIFICATION PROGRAM

2600 BLAIR STONE ROAD, M.S. 3506

TALLAHASSEE, FLORIDA 32399-2400

(850)245-7500

MICHAEL G. GEORGE

10482 DUNKIRK ROAD
SPRING HILL, FL 34608

State of Florida

Department of Environmental Protection

LICENSE NO.: 0018509 DATE ISSUED: 4/25/2019

CLASS 1 DISTRIBUTION SYSTEM OPERATOR

MICHAEL G. GEORGE

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 4/30/2021



State of Florida

Department of Environmental Protection

ISSUED: 4/25/2019

LICENSE NO.: 0018509

THE CLASS 1 DISTRIBUTION SYSTEM OPERATOR NAMED BELOW IS LICENSED
UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2021

MICHAEL G. GEORGE

RON DESANTIS

NOAH VALENSTEIN

GOVERNOR

DISPLAY IS REQUIRED BY LAW

SECRETARY Page 71 of 325



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

RAKOCZY, JOHN ROBERT

R&M SERVICE SOLUTIONS, LLC
39015 CR 54
ZEPHYRHILLS FL 33540

LICENSE NUMBER: CUC1225260

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2020

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

PRODUCER License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Janeth Borno PHONE (A/C, No, Ext): (561) 721-3745 FAX (A/C, No): E-MAIL ADDRESS: Janeth.Borno@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Continental Casualty Company	
INSURER B : National Union Fire Insurance Company of Pittsburg PA	
INSURER C : Transportation Insurance Company	
INSURER D : Travelers Property Casualty Company of America	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	X	6042667780	7/21/2020	7/21/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EmployeeBenefit \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	6081140945	7/21/2020	7/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ FL-PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 0			BE013187986	7/21/2020	7/21/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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	642667794	9/4/2020	9/4/2021	☒ 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	Equipment Floater			QT6605N313831-TIL-20	7/21/2020	7/21/2021	Leased/Rented-Item 250,000

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

Eff: 7/21/20 to 7/21/21 Employment Practices Liability: Carrier - Travelers Casualty & Surety, Policy # 107290404, Limits: \$1,000,000 - Third Party Claim Limit: \$1,000,000 - Retention: \$0

Seminole County, its officials, officers, and employees are Additional Insured with respect to General Liability when required by written contract per form #CNA75079XX, and Additional Insured with respect to Auto Liability per form #CNA63359XX. Waiver of Subrogation with respect to General Liability per form # CNA74705XX, with respect to Auto Liability per form CNA63359XX and with respect to Workers Compensation per form # WC000313

CERTIFICATE HOLDER

CANCELLATION

Seminole County 1301 East 2nd Street Sanford, FL 32771	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
---	---

SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	INVITATION FOR BID And Bidder Acknowledgment
Contact: Cassandra Reyes Senior Procurement Analyst 407-665-7114 - Phone 407-665-7956 - Fax <u>creyes@seminolecountyfl.gov</u>	IFB-603974-20/CAR Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services
<u>Bid Due Date</u> <u>Date:</u> <u>October 14th, 2020</u> <u>Time:</u> <u>2:00 PM</u> (Eastern Standard Time) <u>Location of Public Opening:</u> Purchasing & Contracts Division, PCD Conference Room 1301 East 2nd Street, Sanford, FL 32771	
Proposer Name: R&M Service Solutions, LLC	Federal Employer ID Number: 271422665
Mailing Address: 7256 Westport Place Suite. A	If returning as a "No Submittal", state reason <u>(if so, return only this page):</u>
City, State, Zip: West Palm Beach, FL 33413	
Type of Entity (Circle one): Corporation ☒ Partnership ☐ Proprietorship ☐ Joint Venture Incorporated in the State of: <u>Florida</u> List of Principals: _____ _____	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>N/A</u> through <u>N/A</u> : <u>Samuel Wick</u> <u>9/26/2020</u> Authorized Signature (Manual) Date
Email Address: swick@rmservicesolutions.com	Typed Name: Samuel Wick
Telephone Number: (904) 386-4483	Title: Sales Director
Fax Number: (561) 290-0693	Date: 9/26/2020

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1 General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.
- F. Fire Hydrant Flow Testing and Marking (NFPA 291) (most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCES.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA Operations

Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA - M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.

- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied. Additional color bonnet painting per NFPA 291 – Fire Hydrant Flow Testing and Marking may be required per SCES request.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.

Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.

- Document all pertinent data into an electronic spreadsheet or database including the following:
 - o Hydrant ID tag number
 - o Hydrant address location
 - o Hydrant GPS site coordinates
 - o Date of flush or service
 - o Hydrant brand
 - o Hydrant model number
 - o Hydrant year
 - o Hydrant size
 - o Hydrant flow rate obtained
 - o Hydrant pressure after 5 minutes of flushing
 - o Total gallons flushed during service
 - o Degree of operating difficulty
 - o Deficiencies and/or repairs required to be immediately reported to the Utility
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SOL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box
- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCES request.
- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCES request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** - Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** -Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation -Structure discrepancies
- Valve Size -PDOP value
- Valve Type -HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)

- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction
- Removal of all remaining spoil, materials and waste
- Complete site restoration unless otherwise specified by SCES

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/ or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by then SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Part 2 Instructions to Bidders

PUBLIC OPENING: Electronic bids shall be received at PCD in accordance with the instructions in this solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Closing should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7114.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (www.seminolecountyfl.gov/purchasing)

BID SUBMISSION AND WITHDRAWAL: The COUNTY will receive submittals in electronic form. **Bids received after the scheduled due date and time for submission shall not be considered.** The scheduled due date and time for submission will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail or submission. The time/date stamp clock located in PCD shall serve as the official authority to determine lateness of any bid. The COUNTY cautions all Bidders to ensure actual delivery of bids prior to the scheduled due date and time for submission that has been set for receiving bids. Telephone confirmation of timely receipt of any bid should be made by calling (407) 665-7116, before the 2:00 deadline.

The Bidder is required to submit **ONE (1) ELECTRONIC FORMATTED file** of their complete written submittal.

Bidders may withdraw their bids by notifying the COUNTY in writing at any time prior to the scheduled due date and time for submission. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity, display proper identification and provide a signed receipt for the bid. Bids, once received, become the property of the COUNT. **At its sole discretion, the COUNTY may request additional information should the COUNTY deem it necessary.**

INQUIRIES: All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents including the attached Draft Term Contract, shall be requested in writing, and received by PCD Contact Person at least seven (7) calendar days prior to the scheduled due date and time for submission. Written requests can be submitted via e-mail: creyes@seminolecountyfl.gov. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB.

ADDENDA: Should revisions to the IFB documents become necessary; the COUNTY will post Addenda information on the COUNTY's Website. All Bidders should check the COUNTY's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". **By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation.** Addenda information will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

SELECTION PROCESS AND AWARD: The award will be made in the best interest of the COUNTY, as determined by the COUNTY, based upon the low total price and/or line-item by line-item, to the Lowest Responsible Bidder(s) that meet the requirements listed in this solicitation. The COUNTY will determine the method that will more benefit the organization. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
- (h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
- (j) The type, structure and experience of the local or branch management proposed.

- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this IFB.

ACCURACY OF BID INFORMATION: By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidders agree that their bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing and able to perform if selected.

INSURANCE: A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Term Contract with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Term Contract. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Term Contract.

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.): In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

POSTING OF RECOMMENDATION AND INTENT OF AWARD: The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon recommendation and intent to award this IFB as posted to the COUNTY's website or thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Bidder to solicit or secure the Term Contract for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Term Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Term Contract at its sole discretion, without liability and to deduct from the Term Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION / DISQUALIFICATION: The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents and any addenda issued under this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM. All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

PURCHASING CODE: The Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this IFB in their entirety.

AFFIRMATION: By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection 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. The Bidder agrees to abide by all conditions of this IFB and the resulting Term Contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

DRUG-FREE WORKPLACE COMPLIANCE: Bidder shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

PUBLIC ENTITY CRIME: Any Person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years

from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Bidder and the County for any terms and conditions not specifically stated in this solicitation.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS: Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

PAYMENT TERMS/DISCOUNTS: The County's payment terms are in accordance with Section 218, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

PRICE REDETERMINATIONS.

1. **During the Renewal Term:** Petitions for price redeterminations **must** be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.
2. **Outside the Renewal Term:** Petitions for price redeterminations **must** be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

BASIS FOR PRICE REDETERMINATIONS. The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. **The base index number for the ECI will be for the quarter in which the solicitation opens.** The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

WAGE PRICE REDETERMINATION. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at www.bls.gov.

MINIMUM WAGE PRICE REDETERMINATION. If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

FUEL PRICE REDETERMINATION. If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

MATERIALS PRICE REDETERMINATION. At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

PRICE REDETERMINATION CALCULATION. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was \$158.73	264.52
Current PPI is \$264.52	<u>-158.73</u>

105.79

$\$105.79 \text{ divided by } \$158.73 = .666\%$
 The unit cost of the service is \$100.00
 $14\% \text{ of } \$100.00 = \14.00
 $\$14.00 \times .666 = \9.32

The New Unit Price for the service is \$115.11 ($105.79 + 9.32$)

EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION. If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

QUANTITIES: Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

PRICE/DELIVERY: Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. **F.O.B. POINT:** The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to cancel the order or contract and make the purchase elsewhere and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be

responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

BID FORMS: All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

METHOD OF ORDERING: The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.

The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

Part 3 Instructions for the preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. **Please avoid the use of plastic three-ring or spiral bindings, laminated covers and inserts when preparing submittals. You need only to return required, signed documents and information pertinent to this specific project.** Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

The bid must be divided into the following three (3) sections:

1. **REQUIRED SUBMITTALS:**

Bidder Information – Page #1 of Package

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: Regulatory/license agency sanctions within the past 5 years.

Attachment A - Conflict of Interest Statement (Rev. 3/2020)

Attachment B - Compliance with the Public Records Law (Rev. 2017)

Attachment C - Worker's Compensation Form (Rev. 3/2020)

Attachment D - Taxpayer Identification No. and Certification W-9 Form (Rev. 12-2014)

Attachment E – Drug Free Work Place (Rev. 2/13/06)

Attachment F - Americans with Disabilities Act Affidavit (Rev. 3/2020) (If applicable)

2. **PAST PERFORMANCE:**

The Bidder shall include qualifications and past performance of the firm/individual(s) who will provide the services. The submission must include:

- A. Bidder must provide a minimum of five (5) previous and current clients including name, address, phone number, fax numbers, e-mail address, contact person and a brief description of the services/materials/equipment provided. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance on prior projects/programs, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's services.

3. **PRICE BID**

The Bid Proposal shall be submitted on the forms included herein. Prices not submitted on the attached forms shall render the Bid non-responsive.

Part 4
Price Submittal

IFB-603974-20/CAR - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: R&M Service Solutions, LLC

Mailing Address: 7256 Westport Place Suite. A

Street Address: 7256 Westport Place Suite. A

City/State/Zip: West Palm Beach, FL 33413

Phone Number: (877)847-6747 FAX Number: (561) 290-0693

E-Mail Address: swick@rmservicesolutions.com

Designated Project Manager Information:

Project Manager: Michael George

Project Manager Telephone No.: (352) 398-9127 Fax No.: (561) 290-0693

E-Mail Address: mgeorge@rmservicesolutions.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	3000	\$ 53.00	\$ 159,000.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	500	\$ 43.00	\$ 21,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	\$ 275.00	\$ 6,875.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	\$ 10.00	\$ 2,500.00
A5	Furnish and install reflective road marker	EA.	500	\$ 10.00	\$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	\$ 20.00	\$ 5,000.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	\$ 50.00	\$ 1,250.00
A8	Upper barrel repair	EA.	35	\$ 400.00	\$ 14,000.00
A9	lower barrel repair	EA.	50	\$ 700.00	\$ 35,000.00
A10	Hydrant extension (6")	EA.	25	\$ 800.00	\$ 20,000.00
A11	Hydrant extension (12")	EA.	20	\$ 825.00	\$ 16,500.00
A12	Hydrant extension (18")	EA.	20	\$ 900.00	\$ 18,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 5,900.00	\$ 59,000.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 6,100.00	\$ 61,000.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16a	With 6" x 6" tee	EA.	3	\$ 1,000.00	\$ 3,000.00
A16b	With 6" x 8" tee	EA.	3	\$ 1,100.00	\$ 3,300.00
A16c	With 6" x 10" tee	EA.	2	\$ 1,500.00	\$ 3,000.00
A16d	With 6" x 12" tee	EA.	2	\$ 2,000.00	\$ 4,000.00
A16e	With 6" x 14" tee	EA.	2	\$ 4,000.00	\$ 8,000.00
A16f	With 6" x 16" tee	EA.	1	\$ 4,100.00	\$ 4,100.00
A16g	With 6" x 20" tee	EA.	1	\$ 5,000.00	\$ 5,000.00
A16h	With 6" x 24" tee	EA.	1	\$ 5,000.00	\$ 5,000.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	\$ 6,100.00	\$ 152,500.00
A17a	With 6" x 6" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17b	With 6" x 8" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17a	With 6" x 10" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17c	With 6" x 12" wet tap	EA.	2	\$ 1,800.00	\$ 3,600.00
A17d	With 6" x 14" wet tap	EA.	2	\$ 2,000.00	\$ 4,000.00
A17e	With 6" x 16" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17f	With 6" x 20" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17g	With 6" x 24" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	\$ 3,200.00	\$ 32,000.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	\$ 250.00	\$ 7,500.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	\$ 200.00	\$ 5,000.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	\$ 225.00	\$ 3,375.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	\$ 37.00	\$ 37,000.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 37.00	\$ 27,750.00
B3	Valve maintenance (without GPS location)	EA.	350	\$37.00	\$ 12,950.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$71.45	\$ 8,931.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$425.00	\$ 42,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$2,330.00	\$ 34,950.00
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 3,800.00	\$57,000.00
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,500.00	\$67,500.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$5,000.00	\$ 75,000.00
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$5,900.00	\$59,000.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$8,000.00	\$ 40,000.00
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 12,000.00	\$ 60,000.00
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 15,000.00	\$ 75,000.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 17,000.00	\$ 85,000.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$27,000.00	\$ 27,000.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$7,000.00	\$ 70,000.00
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$7,800.00	\$ 78,000.00
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 9,000.00	\$ 90,000.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$15,000.00	\$75,000.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$16,000.00	\$ 80,000.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	\$75.00	\$ 7,500.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 1,200.00	\$ 18,000.00
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$ 2,500.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$2,500.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	25	\$ 100.00	\$ 2,500.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	10	\$ 100.00	\$ 1,000.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 20.00	\$ 30,000.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 150.00	\$ 22,500.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY ³	100	\$ 500.00	\$ 50,000.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY ³	250	\$ 225.00	\$ 56,250.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory investigation 0' to 4' deep	HOURLY ^{1,2,3}	120	\$ 450.00	\$ 54,000.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY ^{1,2,3}	150	\$ 225.00	\$ 33,750.00
B39	Exploratory investigation > 10' deep.	HOURLY ^{1,2,3}	50	\$ 300.00	\$ 15,000.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$45,000.00	\$ 90,000.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 60,000.00	\$ 120,000.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 100.00	\$ 25,000.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 100.00	\$ 50,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 100.00	\$25,000.00
ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$ 50.00	\$ 2,500.00
E1b	8 inch	LF.	50	\$ 51.00	\$ 2,550.00
E1c	10 inch	LF.	25	\$ 80.00	\$ 2,000.00
E1d	12 inch	LF.	25	\$ 80.00	\$ 2,000.00
E1e	14 inch	LF.	10	\$ 100.00	\$ 1,000.00
E1f	16 inch	LF.	50	\$ 100.00	\$ 5,000.00
E1g	20 inch	LF.	10	\$ 300.00	\$3,000.00
E1h	24 inch	LF.	10	\$ 500.00	\$5,000.00
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 5,000.00	\$25,000.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 5,000.00	\$ 25,000.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2e	8" line stop (SS fitting)	EA.	5	\$ 6,500.00	\$32,500.00
E2f	10" line stop (SS fitting)	EA.	5	\$ 7,000.00	\$35,000.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 8,000.00	\$ 40,000.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 11,000.00	\$55,000.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 9,400.00	\$ 47,000.0
E2j	20" line stop (epoxy fitting)	EA.	5	\$14,000.00	\$70,000.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 18,000.00	\$ 90,000.00

ATTACHMENT A
CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

THIS FORM MUST BE SWORN TO AND SIGNED BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION BY A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. I, Samuel Wick (Full Name of Affiant), certify that I am the Sales Director (Title) of R&M Service Solutions, LLC (Full Legal Name of Firm) with a local office in West Palm Beach, FL 33413 (City, State) and principal office located in San Antonio, FL 33576-7140 (City, State).
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in any other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, state that (insert the individual's name) N/A, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following Seminole County advisory board(s) or committee(s):
N/A.
11. In the event that a conflict of interest is identified in the provision of services, the Affiant, on behalf of the above named entity, will immediately notify Seminole County in writing.

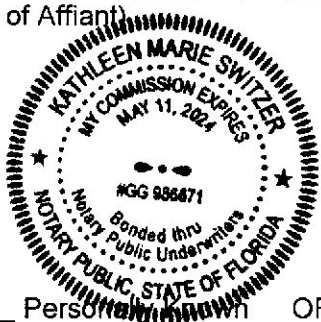
Samuel Wick
 Signature of Affiant

9/25/2020
 Date

Samuel Wick
 Printed Name of Affiant

Sales Director
 Title

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 25 day of September, 2020, by Samuel Wick (Full Name of Affiant)



Kathleen Switzer
Signature of Notary Public – State of Florida

Kathleen Switzer
Print/Type/Stamp Commissioned Name of Notary Public

☒ Person Known OR _____ Produced Identification

Type of Identification Produced: _____

Revised 3/2020

ATTACHMENT B COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked "**EXEMPT FROM PUBLIC RECORDS LAW**". Failure to identify protected material via a separately marked envelopment will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

(a) *CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.*

(b) *CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:*

(1) *keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;*

(2) *provide the public with access to public records on the same terms and conditions that COUNTY 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; and*

(4) *meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement 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 COUNTY in a format that is compatible with the information technology system of COUNTY.*

(c) *Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.*

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: R&M Service Solutions, LLC

Samuel Wick
Signature of Affiant

Samuel Wick
Printed Name

Project Number: IFB-603974-20/CAR

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

ATTACHMENT C
WORKERS' COMPENSATION
COMPLIANCE CERTIFICATION

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To comply with this requirement, the undersigned hereby certifies that

R&M Service Solutions, LLC

(Full Legal Name of Entity)

☒ Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

☐ Is exempt from the provisions of Chapter 440, Florida Statutes, for the following reasons:

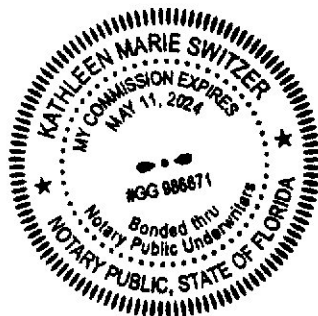
Signed: Samuel Wick

Printed Name: Samuel Wick

Title: Sales Director

STATE OF Florida
 COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 25 day of September, 2020, by Samuel Wick, who is personally known to me or who has produced _____ as identification.



Kathleen Switzer
 Signature of Person Taking Acknowledgement

Kathleen Switzer
 Printed, Typed or Stamped Name

Administrative Assistant
 Title or Rank

 Serial Number (if any)

**ATTACHMENT D
W-9 FORM**

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.	
2 Business name/disregarded entity name, if different from above R&M Servcie Solutions LLC	
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. 7256 Westport Place Suite A	Requester's name and address (optional) SEMINOLE COUNTY (SCES) 1301 EAST 2ND STREET SANFORD, FLORIDA 32771
6 City, state, and ZIP code West Palm Beach, FL 33413	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

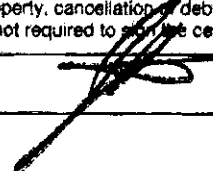
Social security number	
or	
Employer identification number	
2	7
1	4
2	2
6	6
5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 9/11/2020
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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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT E
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

_____ R&M Service Solutions, 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed 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 proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Samuel Wick

 Bidder's Signature

R&M Service Solutions, LLC

Firm
09/25/2020

 Date

Rev. 2/13/06

**ATTACHMENT F
AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: R&M Service Solutions, LLC

Signature: Samuel Wick

Printed Name: Samuel Wick

Title: Sales Director

Date: 09/25/2020

Affix Corporate Seal (if applicable)

STATE OF FLORIDA

COUNTY OF Pasco

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25 day of September, 2020, by Samuel Wick,
(name of person making statement)



Kathleen Switzer
Signature of Notary Public – State of Florida

Kathleen Switzer
Print/Type/Stamp Commissioned Name of Notary Public

☒ Personal Appearance OR

☐ Produced Identification

Type of Identification Produced: _____

Revised 3/2020

**ATTACHMENT G
DRAFT AGREEMENT**

(All Exhibits will be incorporated prior to contract execution based on the successful Bidder)

**TERM CONTRACT FOR HYDRANT AND VALVE MAINTENANCE,
REPAIR, AND FLUSHING SERVICES
(IFB-603974-CAR)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the

solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on November 24, 2020, notwithstanding the date of execution of this Agreement, and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement.

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

- (d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately

discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all

claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY 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) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, Florida 32771

For CONTRACTOR:

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
BETSY COHEN, Interim Purchasing and
Contracts Manager

Date: _____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
20_____, regular meeting.

County Attorney

DGSP/lpk

8/26/20

T:\Users\Legal Secretary CSB\Purchasing 2020\IFB-603974.docx

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S
H
I
P

ORDER DATE

REQUISITION

REQUESTOR

VENDOR #

V
E
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D
O
R

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

EXHIBIT B

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

Purchase Order Terms and Conditions

- 1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.
- 2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.
- 3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.
- 4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.
- 5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.
- 6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.
- 7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.
- 8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- 9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.
- 10. Modifications.** PO may be modified or rescinded in writing by County.
- 11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.
- 12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.
- 13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.
- 14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.
- 15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.
- 16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.
- 17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.
- 18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.
- 19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.
- 20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**
- 21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.
- 22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.
- 23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

EXHIBIT

C

City of Zephyrhills Hydrant Maintenance

Prepared for:

CJ Funnell

City of Zephyrhills

813-238-3250

Submitted by:

R & M Service Solutions, LLC

Prepared by:

Mike George

(352) 398-9127

2/6/2024

Description of Work

Hydrant Maintenance

Scope of Work

Perform Maintenance, and flows, and prep hydrant for paint.

This pricing structure is based on Seminole County Pricing (IFB-603974-20)

Quote number RM2024038B

Item	Description	Quantity	Unit	Price	Total
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	890	ea	\$ 53.00	\$ 47,170.00
A6	Extended Flush Time (15 minute Unit)	890	ea	\$ 18.50	\$ 16,465.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	50	ea	\$ 10.00	\$ 500.00
A5	Furnish and install reflective road marker	200	ea	\$ 10.00	\$ 2,000.00

Total \$ 66,135.00

CONSENT ITEMS 2.3

Approval Amendment #3 to Jones Edmunds for Continuing PFOA/PFOS FDEP Study

Issue:

Approval Amendment #3 to Jones Edmunds for Continuing PFOA/PFOS FDEP Study

Background:

The City and Jones Edmunds have worked on the required FDEP Natural Attenuation Monitoring (NAM) plan and now this will be the third amendment trying to satisfy the FDEP requirements, monitoring, etc. We all thought we were done after the First Amendment and Jones Edmunds did not use \$30,000 of the additional work, but it turns out we weren't quite done. FDEP has additional requirements. This constitutes our third amendment, and we hope this will bring us to the end.

Attachment(s):

1. 2023-03-18-PECON-Zephyrhills-TA 19-06-Amendment 3

Fiscal Impact:

Amendment #3 adds an additional \$70,550.00. As it is currently, the total amount, including #3, is \$256,515.00 since 2019.

Staff Recommendation:

Staff recommends to the City Council to approve Task Assignment JE-19-06 Amendment #3, as presented.

AMENDMENT NO. 3

to

**TASK ASSIGNMENT JE-19-06
PFOA/PFAS CONTAMINATION ASSESSMENT**

to

**CONTINUING ENGINEERING SERVICES CONTRACT
DATED JUNE 11, 2018**

Between

**THE CITY OF ZEPHYRHILLS, FLORIDA and
JONES EDMUNDS & ASSOCIATES, INC.**

This Amendment No. 3, effective when signed by both parties as of the approval date shown below, hereby amends Task Assignment JE-19-06 as follows:

- Additional Services for \$70,550.
- The increase in the not-to-exceed fee for these Additional Services shall be \$70,550.
- Execution of this Amendment will result in a new Contract value of:

Contract	Total Fee
Task Assignment JE-19-06	\$70,186
Task Assignment JE-19-06 Amendment No. 1	\$88,945
Unused Fees	(\$30,000)
Task Assignment JE-19-06 Amendment No. 2	\$56,834
Task Assignment JE-19-06 Amendment No. 3	\$70,550
Revised Total	\$256,515

All other provisions of the referenced Contract and Task Assignment shall remain in effect unless subsequently changed in writing and signed by both parties.

IN WITNESS HEREOF, the parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER:

The City of Zephyrhills, FL

By: _____
Council President

Date Approved: _____

CONSULTANT:

Jones Edmunds & Associates, Inc.

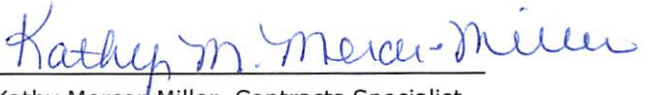
By:  _____
Stanley F. Ferreira, Jr., PE
President & CEO

Date: March 18, 2024
K Vogel

ATTEST:

By: _____
Lori Hillman, City Clerk

ATTEST:

By:  _____
Kathy Mercer-Miller, Contracts Specialist

THE CITY OF ZEPHYRHILLS, FLORIDA
EXHIBIT F – AMENDMENT NO. 3 TO
TASK ASSIGNMENT JE 19-06
PFOA/PFAS CONTAMINATION ASSESSMENT

1 PURPOSE

This is an Amendment to a Task Assignment issued pursuant to the Professional Services – City-Wide Services Contract dated June 11, 2018, between The City of Zephyrhills, Florida (City) and Jones Edmunds & Associates, Inc. (Consultant) and made a part thereof. This Task Assignment Amendment is to specify the required services of the Consultant to provide engineering services when and as authorized by the City's representative, when deemed necessary.

2 METHOD OF COMPENSATION

Payment shall be in accordance with the June 11, 2018, Contract. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall be Seventy Thousand Five Hundred and Fifty Dollars (\$70,550). At no time shall fees exceed the said amount of compensation herein without a written and executed Task Assignment Amendment.

3 STANDARD OF CARE

The Consultant agrees that the plans, specifications, and studies produced as a result of this Task Assignment Amendment are produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

4 PROCESS

The following Task Assignment Process shall be followed when engineering services are required. The Consultant shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the City for review, revision, and approval.

The Consultant, at a minimum, shall be required to provide the following detail in its proposal:

- Attachment 1 – Scope-of-Services.
- Attachment 2 – Project Schedule.
- Attachment 3 – Consultant's Project Team Members.
- Attachment 4 – Total Cost for Services.
- Attachment 5 – Subconsultant Scope-of-Services.
- Attachment 6 – Truth in Negotiation Certificate (as required per Florida Statutes).

All attachments to this Exhibit F are required for a complete Task Assignment.

THE CITY OF ZEPHYRHILLS, FLORIDA
EXHIBIT F – AMENDMENT NO. 3 TO
TASK ASSIGNMENT JE 19-06
PFOA/PFAS CONTAMINATION ASSESSMENT

1 PURPOSE

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- Attachment 4 – Total Cost for Services.
- Attachment 5 – Subconsultant Scope-of-Services.
- Attachment 6 – Truth in Negotiation Certificate (as required per Florida Statutes).

All attachments to this Exhibit F are required for a complete Task Assignment.

ATTACHMENT 1—SCOPE-OF-SERVICES

BACKGROUND

The Consultant has been helping the City conduct the work required by the Florida Department of Environmental Protection (FDEP) related to the Natural Attenuation Monitoring (NAM) Plan for the City of Zephyrhills Fire Department Station No.2.

Amendment No. 2 of Task Assignment JE-19-06 covered work required through the Fourth Quarterly NAM event. The Fourth Quarterly NAM sampling event has been completed and the report has been submitted to FDEP.

FDEP requires continued quarterly sampling, analysis, and reporting – presently for six groundwater monitoring wells associated with the project; these wells are:

- DEP-3S
- MW-10D2
- MW-14
- SFWMD 19405
- MW-6
- MW-22

This list of wells is subject to change as the quarterly monitoring progresses, based on the results of the sampling and review of the data by FDEP.

This Amendment No. 3 Scope-of-Services is provided to continue the quarterly NAM for another four events based on the current FDEP requirements. Field sampling and laboratory analysis for two of these four events (Q5 NAM and Q6 NAM) have already been conducted.

This Scope-of-Services does not include additional well installation or other actions that may be required because of the quarterly sampling results; any additional requirements will require preparation of an additional contract amendment.

SCOPE-OF-SERVICES

TASK 1 – GROUNDWATER SAMPLING AND ANALYSIS

The Consultant will conduct site visits to collect groundwater samples for analysis of PFAS from the six wells currently requiring sampling by FDEP. The field activities include:

- Performing four quarterly sample events to collect groundwater samples and field data readings from six wells for analysis of PFAS.
- Obtaining continuous round of water levels at each quarterly sample event.
- Shipping samples to a subcontract laboratory for analysis of PFAS constituents.

Deliverables: Laboratory reports of analysis results.

TASK 2 – INVESTIGATIVE-DERIVED WASTE DISPOSAL

The Consultant will collect and contain purge water from the quarterly sampling events and transport it for storage in drums at the City's Wastewater Treatment Facility. The Consultant will sub-contract with Clean Management Environmental Group, Inc. for disposal of the investigative-derived waste (IDW) drums. One composite sample of the purge water will be analyzed for PFAS and Resource Conservation and Recovery Act (RCRA) 8 metals for acceptance of the drums. The cost estimate includes disposal of five 55-gallon drums of IDW.

Deliverables: Electronic copies of waste-handling records.

TASK 3 – QUARTERLY REPORTS AND PROJECT COORDINATION

The Consultant will prepare four quarterly reports. The quarterly reports will include the following:

- Table of continuous round groundwater levels.
- Groundwater contour map.
- A table and figure comparing groundwater analysis results to the action.
- A table showing historical data of all groundwater analyses results for each well.
- Groundwater sample logs.
- Laboratory Reports and Chain-of-Custody forms.

If analyses of groundwater samples indicate that concentrations of the Contaminants-of-Concern (COCs) exceed the action levels, the monitoring report will be signed and sealed by an appropriate registered professional pursuant to Rule 62-780.400, FAC, and will include a proposal to:

- Perform a supplemental site assessment and submit a supplemental Site Assessment Report pursuant to Rule 62-780.600, FAC, or
- Continue implementing the approved NAMP, or
- Prepare and submit a Remedial Action Plan pursuant to Rule 62-780.700, FAC, or
- Other proposal as authorized by Chapter 62-780, FAC.

The Consultant will provide normal project management and coordination, including appropriate communications with the City and FDEP throughout the course of the Scope-of-Services.

Deliverables: Draft and final electronic (.pdf) copies of the quarterly reports.

TASK 4 – CONTINGENCY

The Consultant has included a contingency fund with this Amendment No. 3 to assist with other minor project needs that may include the following:

- Communication with FDEP about the quarterly sampling results and possible need for changes to subsequent sampling events or the NAM Plan.
- Communication with the City regarding project requirements.

- Minor resampling needs that may arise due to the quarterly sampling results. We have included contingency funds for up to two limited resampling events.

EXCLUSIONS AND CONDITIONS

The following exclusions and conditions apply to the Scope-of-Services, Fee Estimate, and Schedule:

- The Consultant assumes that the City will coordinate property access.
- The Consultant assumes that the City will provide a location for storing five 55-gallon IDW drums to allow time for receipt of the analytical results before collection by Clean Management Environmental Group, Inc.
- The Consultant assumes that the City will sign the waste handling forms as the owner for disposal of the IDW drums. The City will assume ownership of all IDW including purge water from sampling of the groundwater monitoring wells.
- Five drums have been estimated for IDW; however, additional drums may be required based on site-specific conditions.
- Costs exclude a remediation plan or actions.
- Costs exclude implementation of engineering or institutional controls.
- The quarterly NAM Plan events may result in additional assessment or other actions to maintain regulatory compliance. Also, once FDEP determines that quarterly monitoring has been completed, other follow-up actions may be necessary. This Scope-of-Services is only for the work specifically identified herein.

ATTACHMENT 2—PROJECT SCHEDULE

This Task Assignment Amendment shall commence upon receipt of Notice to Proceed (NTP) and continue until the Scope-of-Services is completed and accepted by the City. This Amendment includes work conducted since completion of the Scope-of-Services for Amendment No .2. The project shall maintain the schedule as provided. If the schedule is altered due to unforeseen delays, the City’s Project Manager shall immediately be notified.

Milestone	Activity Duration (Days)	Days from NTP
Task 1 – Groundwater Sampling and Analysis	180	180
Task 2 – IDW Disposal	180	180
Task 3 – Quarterly Reports and Project Coordination	180	180
Task 4 – Contingency	180	180

ATTACHMENT 3—CONSULTANT’S PROJECT TEAM MEMBERS

The Consultant shall provide the name, title, and responsibility for each of the Consultant’s employees proposed to complete the Scope-of-Services identified in Attachment 1 of this Task Assignment Amendment. The Consultant shall also provide the contact information for the Consultant’s Project Engineer assigned to this project.

The following is a list of proposed team members. Any changes to the proposed project team will be coordinated in advance with the City’s Project Manager.

Name	Company	Title	Responsibility
Michael Clark, PE	Jones Edmunds	Senior Engineer	Project Management
Timothy Cully, PG	Jones Edmunds	Project Manager	Project Management / Professional Geologist
Elizabeth Kennelley, MS, CEPM	Jones Edmunds	Project Chemist	Laboratory Data Review / Report Preparation
Troy Hays, PG	Jones Edmunds	Senior Scientist	Senior QA/QC
William Gamble	Jones Edmunds	Field Technician	Sample Collection
William Rockett	Jones Edmunds	Field Technician	Sample Collection
Misty Railey	Jones Edmunds	Data Analyst	Database Administration
Michelle Hays, MS, PG	LSG	Subconsultant	Consulting / QA/QC

Contact Information:

Senior Engineer: Michael Clark, PE: mclark@jonesedmunds.com

Cell #: 352-871-7071

Project Manager: Timothy Cully, PG: tcully@jonesedmunds.com

Cell #: 352-328-9786

ATTACHMENT 4—TOTAL COST FOR SERVICES

Based on the Scope-of-Services described in Attachment 2, the City will compensate the Consultant on a time-and-materials basis with a not-to-exceed fee of \$70,550. Invoices will be submitted monthly. The estimated task fees are as follows:

Task	Labor	Expenses	Subconsultant	Total
Task 1 – Groundwater Sampling and Analysis	\$18,800	\$5,300	\$7,100	\$31,200
Task 2 – IDW Disposal	\$700	\$0	\$3,200	\$3,900
Task 3 – Quarterly Reports and Project Coordination	\$21,800	\$250	\$8,000	\$30,050
Task 4 – Contingency	\$3,200	\$1,100	\$1,100	\$5,400
Total Fee	\$44,500	\$6,650	\$19,400	\$70,550

ATTACHMENT 5—SUBCONSULTANT SCOPE-OF-SERVICES

The Consultant will subcontract and coordinate with Liquid Solutions Group (LSG) to assist with the quarterly monitoring reports and other consulting services related to the NAM Plan and the overall project. Michelle Hays, MS PG – our former project manager – now works with LSG. Michelle’s project involvement will help maintain institutional knowledge and project continuity. LSG’s costs are outlined in the attached proposal dated January 31, 2024.



January 31, 2024

Mr. Tim Cully, PG
Jones Edmunds & Associates, Inc.
13545 Progress Blvd
Alachua, Florida 32615

SUBJECT: Proposal to Assist Jones Edmunds with Zephyrhills PFAS Natural Attenuation Monitoring Reports

Dear Mr. Cully:

We are pleased to submit this proposal for Liquid Solutions Group, LLC (LSG) to provide Jones Edmunds & Associates, Inc. (Jones Edmunds) with professional services to assist with the City of Zephyrhills. The scope of services includes the following:

- Review of four quarterly Natural Attenuation Monitoring Reports and recommendations for resampling or additional assessment.
- Preparation of GIS maps for four quarters (includes one groundwater contour map and one constituent map for each quarter).
- Participation in up to 6 review meetings to discuss results and additional assessment with Jones Edmunds and the City.

We propose to perform this work for a Not-to-Exceed budget of \$7,200. Services will be billed monthly at the hourly rates shown in the table below.

Labor Classification/Grade	Hourly Billing Rate
Geologist 7/ Lead Geologist	\$179.40
Engineer 8/ Project Manager	\$194.35
Engineer 11/ Lead Principal Engineer	\$254.15

We look forward to working with you. Please do not hesitate to contact me if you have any questions about the attached proposal.

Sincerely,

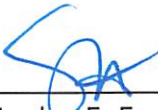
A handwritten signature in blue ink that reads "Roberto Denis".

Roberto Denis, PE, D.WRE
Managing Member

ATTACHMENT 6—TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the June 11, 2018 Contract are accurate, complete, and current as of the time of entering into the Contract. This Certificate is executed in compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this 18 day of March, 2024.

By: 
Stanley F. Ferreira, Jr.

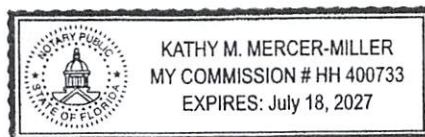
STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared Stanley F. Ferreira, Jr., PE, President and Chief Executive Officer of Jones Edmunds & Associates, Inc., who, after first being duly sworn, deposes and says that the foregoing Truth in Negotiation Certificate is true and correct to the best of his knowledge, information, and belief.

SWORN TO AND SUBSCRIBED before me on this 18th day of March, 2024, by Stanley F. Ferreira, Jr., PE. He is personally known to me.



Type or Print Name
COMMISSION SEAL/NUMBER:



CONSENT ITEMS 2.4

Approval of Amendment #1 for Jones Edmunds Water Use Permit Task Assignment JE-23-09

Issue:

Approval of Amendment #1 for Jones Edmunds Water Use Permit Task Assignment JE-23-09

Background:

This task assignment is for the additional work required to satisfy the WUP modification RAI #2 to SWFWMD and for any additional requirements until the City receives the final permit authorization.

Attachment(s):

1. 2024-03-15-PECON-Zephyrhills-35-18-03-TA-23-09-Amendment 1

Fiscal Impact:

The additional costs for Amendment #1 is \$16,500.00 which brings the total TA to \$63,000.00.

Staff Recommendation:

Staff recommends approval to the City Council as presented.

AMENDMENT NO. 1
to
Task Assignment JE 23-09
Water Use Permit Modification

City of Zephyrhills
Engineering Services Agreement RFP 35-18-03

Engineer's Project Number 26110-057-01

This Amendment, by mutual agreement of the parties hereto, is made a part of the referenced Task Assignment JE 23-09 dated May 1, 2023 by and between the City of Zephyrhills (City) and Jones Edmunds & Associates, Inc. (Consultant), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This Amendment hereby amends the referenced Task Assignment between the parties as follows:

- Provide needed Additional Services (Respond to RAI from SWFWMD).
- The Lump Sum fee for these Additional Services shall be \$16,500.
- Execution of this Amendment 1 will result in a new contract value of:

Contract	Fee
Engineering Services Agreement	\$ 46,500
Amendment 1 (Additional services)	\$ 16,500
Revised Total	\$ 63,000

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Amendment 1 to JE 23-09 upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

City:
City of Zephyrhills

By: _____

Name: _____

Title: _____

Date: _____

Consultant:
Jones Edmunds & Associates, Inc.

By: Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (Mar 15, 2024 10:56 EDT)

Name: Stanley F. Ferreira, Jr., PE

Title: President & CEO

Date: March 15, 2024

MC/ark/A/Foley 3.15.24

PLANNING DIRECTOR'S REPORT 3.1

Historic Grant - Manolo's Restaurant

Issue:

Incorrect door, poor window trim, discolored paint.

Background:

Application submitted by Joe Manolo for a Historic Facade Grant: *Non-Residential* to cover costs associated with the replacement of the front bar door, new painting on the trim and doors, new signs to replace faded signs, replacing balcony fascia, and cleaning up and repairing cracked sections of the wall in the front of the building located at 38445 5th Avenue.

Attachment(s):

1. Staff Report_Manolos March 2024 (1)

Fiscal Impact:

\$2,500.

Staff Recommendation:

Approval.



Staff Report

To: City Council
From: Hunter Gearhart, *Historic Preservation Specialist/Community Planner*
Re: Historic Façade Grant – Manolos Italiano
Date: March 25, 2024

I. BACKGROUND INFORMATION

HISTORY | APPLICATION SUMMARY

Application submitted by Joe Manolo for a Historic Facade Grant: *Non-Residential* to cover costs associated with the replacement of the front bar door, new painting on the trim and doors, new signs to replace faded signs, replacing balcony fascia, and cleaning up and repairing cracked sections of the wall in the front of the building located at 38445 5th Avenue.

SUBJECT PROPERTY INFORMATION

38445 5th Avenue is a two-story frame vernacular structure built in 1922. It is a flat roofed, 7000 square foot structure with a concrete block stucco exterior. It is separated into a restaurant on the first floor with an apartment on the second floor.

II. DATA & ANALYSIS

The applicant is requesting Historic Facade Grant funds to assist with reimbursement from repairing and updating trim, doors, signage, and paint on the front of the Subject Property. These changes fixed damage and aging with era appropriate materials to match the original era of the building. The applicant states that the previous contractors installed incorrect materials for the era.

PROJECT COSTS

A quote has been provided by Chris Bahr Plumbing in the amount of \$2,150 for the necessary work including materials and labor for construction of the doors. In addition, paint and other required materials were submitted via receipts.

- The requested amount is the maximum allowed award amount of \$2,500;
- Adequate funds are available in the City's Historic Preservation fund to cover this project;

AWARD CONDITIONS (site specific)

- Project is complete.

AWARD CONDITIONS (generally)

- Any amendments or deviation from the approved project or approved certificate of appropriateness shall require approval from the Board to remain eligible for reimbursement under this program. Any deviation from the approved project or certificate of appropriateness, or any work performed, without approval from the Board or its staff, as may be applicable, shall render any agreement to funding under this program null and void.
- Grants in excess of the allowed award amount, or alterations to the match requirements, will require the approval of both the HPB and the City Council.

III. RECOMMENDATION

Staff recommends approval.



City of Zephyrhills
Historic Preservation Board
5335 8th Street
Zephyrhills, FL 33542
813-780-0002
www.ci.zephyrhills.fl.us

Application for CERTIFICATE OF APPROPRIATENESS

REQUIRED SUPPORTIVE MATERIALS

- ☐ Detailed plans (site plans and architectural renderings/elevations), if applicable.
- ☐ Color and material samples/examples and/or specifications.
- ☐ Color photographs of the property and specific areas to be addressed, in their current condition.
- ☐ Documentation showing that the proposed work is consistent with the City of Zephyrhills Historic Design Guidelines, US Secretary of the Interior's Standards, and CRA Design Standards.

...

APPLICANT INFORMATION

*Property Owner: 38445 5th ave Zephyrhills FL 33542
*Mailing Address: _____
*Email Address: manuel@italiano@yahoo.com Phone #: 813-997-3406
Applicant, if different: _____
Mailing Address: _____
Email Address: _____ Phone #: _____

SUBJECT PROPERTY INFORMATION

*Address: 38445 5th ave Zephyrhills FL 33542
Designation Name: manuel italiano District Name: _____
*Parcel/Tax ID #: _____ *Acreage: _____
*Property Type: ☐ Owner-Occupied ☐ Rental ☐ Vacant ☒ Other: Hospitality
*Square Footage: _____ *Number of Stories/Floors: 2
Construction Year: _____ Architectural Style: _____
*Exterior Wall Materials: ☐ Brick ☒ Wood Horizontal Siding ☐ Asbestos
☐ Concrete Block ☐ Wood Vertical Siding ☐ Vinyl
☐ Stone ☐ Wood Shingles ☐ Aluminum/Metal
☐ Stucco ☒ Other: Front Building paint/Signs
*Roof Materials: ☐ Asphalt/Composition Shingles ☐ Metal: SV Crimp, Standing Seam, etc.
☐ Asbestos ☐ Other: _____

PROJECT PROPOSAL

***Brief Description:** Please describe in detail the proposed project, including any new construction, demolition or removal or replacement of existing materials, and all other proposed changes to the current structure. List each type of work separately. Attach an additional sheet if necessary.

as instructed on the other work sheet

*Estimated Total Project Cost: \$ 4500

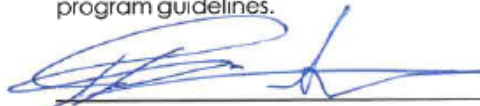
*Funding Amount Requested: \$ 4500

*Estimated City Match: \$ _____

*Estimated Project Start Date: ASAP/started

*Estimated Project Completion Date: ASAP

I certify that the information provided above is true and accurate to the best of my knowledge. I further acknowledge and agree to abide by the terms and conditions of this program as presented in the program guidelines.


Owner Signature

3-27-2023
Date

Hazem 'Joe' Abed
Print Name

Manolos Italian Rest.
Business/Entity Name

Representative Capacity of Person Signing Above

Applicant Signature

Date

Print Name

Business/Entity Name

Representative Capacity of Person Signing Above

PROPOSED PROJECT: Alterations/Changes

***Project Type:** Please check all that apply.

- ☒ Repairing Existing Structure(s)
- ☒ Restoration/Rehabilitation
- ☐ New Construction/Addition
- ☐ Relocation/Moving a Structure
- ☐ Demolition

- ☒ Paint
- ☐ Interior Work Only
- ☐ Excavation/Ground Disturbing Activities
- ☐ Fencing/Landscaping

***Project Description:** Please describe in detail the proposed project, including any new construction, demolition or removal or replacement of existing materials, and all other proposed changes to the current structure. Attach an additional sheet if necessary.

replacing front bar door, painting door and trim
New sign to replace faded signs
replacing balcony fascia
Cleaning up and repairing cracked wall above
windows in front of building

***Effected Elements:** Please check any structural systems or elements that will be affected by this project.

- ☒ Walls / Structural
- ☐ Roof
- ☐ Foundation
- ☒ Siding / Stucco / Façade Work
- ☒ Porches / Entryways / Porte-Cocheres
- ☒ Steps or Stairways
- ☒ Windows
- ☒ Doors
- ☒ Painting / Finishes
- ☐ Decorative Architectural Details / Elements

I certify that the information provided above is true and accurate to the best of my knowledge. I understand and acknowledge that any false information or deviation from the original documents may render a certificate issued under this application null and void, unless approved by the Historic Preservation Board and/or its staff, as may be applicable.

Signature

Print Name

Hazem G. Abed

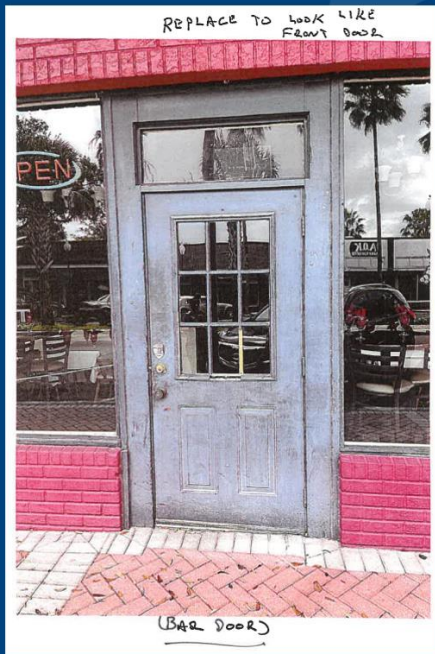
Date

3-27-2023

As seen from 5th
Avenue



Before



After



CITY MANAGER'S REPORT 4.1

Purchase of 4.97 Acres of Right-of-Way for the Extension of South Avenue

Issue:

The Florida National Guard received a state appropriation to construct an armory in Zephyrhills. The Guard selected property north of the South Avenue/6th Avenue intersection with the purchase of 25 acres. The facility is currently being designed with construction estimated to begin in January 2025. Construction is projected to take 18 months. The selected property for the armory does not have improved access.

Background:

To facilitate the required access to the armory and for future development of the lands north of 6th Avenue, the City requested a state appropriation for the purchase of right of way, design and construction of South Avenue extension, which includes the roadway, stormwater, water and wastewater infrastructure. The state approved the appropriation in the 2023 budget. The project is designed and will go out to bid once the City owns the right of way.

Based on City Policy, the City can pay a maximum of 10% above the appraised value. The appraisals came in at \$450,000 and \$501,185. Therefore, the purchase price of \$400,000 is well within the City's purchasing policies.

Attachment(s):

1. Integra Realty Resources - Appraisal
2. Lee Pallardy APPRAISAL - South Avenue Extension - City of Zephyrhills (1)
3. Contract for Purchase 6th_Ave_Extension-City_of_Zephyrhills_Purchase(30506815.1)
4. Exhibit A - Zephyr-Rail Sale to City(30502307.1)

Fiscal Impact:

The cost of \$400,000 will be covered by the state appropriation.

Staff Recommendation:

Staff recommends approval to purchase 4.794 +/- acres from Zephyr-Rail Industrial Park, Inc., for a total cost of \$400,000; which includes closing costs.

Appraisal of Real Property

Right of Way Easement - Zephyrhills

Industrial Land

North side of 6th Avenue, 1/2 mile west of Chancey Road
Zephyrhills, Pasco County, Florida 33542

Prepared For:

City of Zephyrhills

Effective Date of the Appraisal:

January 26, 2024

Report Format:

Appraisal Report – Standard Format

IRR - Tampa Bay

File Number: 148-2024-0026



AERIAL OF PARENT TRACT AND ACQUISITION



Right of Way Easement - Zephyrhills

North side of 6th Avenue, 1/2 mile west of Chancey Road
Zephyrhills, Florida



January 31, 2024

Kim Miller
Real Property Professional III
City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542

SUBJECT: Market Value Appraisal
Right of Way Easement - Zephyrhills
North side of 6th Avenue, 1/2 mile west of Chancey Road
Zephyrhills, Pasco County, Florida 33542
IRR - Tampa Bay File No. 148-2024-0026

Dear Ms. Miller:

On behalf of Integra Realty Resources – Tampa Bay, I, Bruce D. Throdahl am pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the fair market value - before acquisition and the fair market value - after acquisition of the fee simple interest in the property to determine the estimate of the just compensation. The client for the assignment is the City of Zephyrhills, and the intended use is to assist the agency in establishing the amount of compensation to pay for the land and property rights to be acquired.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of City of Zephyrhills. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

The subject acquisition parcel totals 4.79 acres or 208,827 square feet. It is a portion of a parent tract comprised of 7 parcels totaling 8.23 acres or 358,496 square feet. The acquisition land extends northward from 6th Avenue along the parent tract's eastern boundary. The parent property has a mixed zoning consisting of 1.97 acres zoned LI and 6.26 acres zoned ER. The entire site has a future land use of Industrial. Considering the surrounding land uses, road frontage, and future land use, the highest and best of the site is for industrial use. The parent site is located along the north side of 6th Avenue, 1/2 mile west of Chancey Road in Zephyrhills, Pasco County, Florida.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusions

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Fair Market Value - Before Acquisition	Fee Simple	January 26, 2024	\$860,391
Fair Market Value - After Acquisition	Fee Simple	January 26, 2024	\$359,206
Just Compensation	Fee Simple	January 26, 2024	\$501,185

Allocation of Just Compensation

Element of Compensation	Amount
Land Acquired	\$501,185
Improvements, Fixtures and Personalty	\$0
Total Land and Improvements, Fixtures and Personalty	\$0
Damages to the Remainder	\$0
Total Just Compensation	\$501,185

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Kim Miller
City of Zephyrhills
January 31, 2024
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - TAMPA BAY



Bruce D. Throdahl
Certified General Appraiser
Florida Certificate # RZ2826
Telephone: 813.287.1000, ext. 169
Email: bthrodahl@irr.com



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Certificate of Appraiser

I hereby certify that, to the best of my knowledge and belief:

I have personally inspected the realty rights, personalty and/or outdoor advertising structures herein appraised and that I have also made a personal field inspection of the comparable sales, leases, equipment or structures, relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal.

To the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed herein are based, is correct; subject to assumptions and limiting conditions therein set forth, or referenced.

I understand that such appraisal may be used in connection with the acquisition or disposal of realty, realty rights, and/or personalty for a transportation improvement project of the with the possible involvement of Federal-aid highway or other Federal funds.

Such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of realty, realty rights, and/or personalty for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items that are noncompensable under the established law of said State.

Neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from the acquisition or disposal of such property appraised or the appraisal conclusion.

The reported analyses, opinions and conclusions are limited only by the reported, or referenced assumptions and limiting conditions and are my personal unbiased professional analyses, opinions, and conclusions.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, in the appraisal of realty and realty rights except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule.

No one provided significant professional assistance to the person signing this report except as specified herein.

I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said State or officials of the United States Department of Transportation and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I understand that the agency reserves the right to provide a copy of the appraisal report and any other supporting documentation to anyone requesting such a copy, including potential condemnees. The appraiser acknowledges that a copy of the report may be provided to the owner of the property, appraised, or their representative.

I have disregarded any increase or decrease in the fair market value of the property to be acquired, prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of owner(s).

My estimate of Just Compensation, Fair Market Value, or other defined value, as shown herein does not include any consideration or allowance for relocation assistance benefits.

There are not tenant-owned improvements affected by the acquisition.

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Bruce D. Throdahl, has completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

My opinion of Just Compensation, Fair Market Value, or other defined value, for the acquisition as of January 26, 2024 is based upon my independent appraisal and the exercise of my professional judgment and is as follows:

Value Conclusions			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Fair Market Value - Before Acquisition	Fee Simple	January 26, 2024	\$860,391
Fair Market Value - After Acquisition	Fee Simple	January 26, 2024	\$359,206
Just Compensation	Fee Simple	January 26, 2024	\$501,185

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Tampa Bay



Bruce D. Throdahl
Certified General Appraiser
Florida Certificate # RZ2826

Photographs of Subject Property



View of subject
(Photo Taken on January 26, 2024)



View of subject
(Photo Taken on January 26, 2024)



Street Scene: Looking east along 6th Avenue
(Photo Taken on January 26, 2024)



Street Scene: Looking west along 6th Avenue
(Photo Taken on January 26, 2024)

Purpose of the Appraisal

The purpose of this appraisal is to estimate just compensation due the owners as a result of acquiring land and realty rights as herein described.

Fair Market Value Definition

Fair market value is the value of the property taken after considering comparable sales in the area, capitalization of income, and replacement cost less depreciation, singularly or in combination, as appropriate, and additionally considering the value of the property based upon its highest and best use, using generally accepted appraisal practices. If less than the entire property is taken, fair market value shall mean the difference between the fair market value of the entire property immediately prior to the acquisition and the fair market value of the remaining or burdened property immediately after the acquisition.

Intended Use

The intended use of the appraisal report is to assist the agency in establishing the amount of compensation to pay for the land and property rights to be acquired.

Intended Users

The client and intended user is the City of Zephyrhills.

Uniform Standards of Professional Appraisal Practice (USPAP) Compliance Statement

This appraisal was prepared according to the contract/assignment from the agency. The intended use of the appraisal is for eminent domain related acquisition and the agency is the only intended user (except as indicated above). The agency bears responsibility for contract/assignment requirements that meet its needs and therefore are not misleading. In combination with the Scope of Assignment and review function, all appraisal reports assigned by the agency identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analysis necessary to produce a credible appraisal and are therefore in compliance with USPAP Standard 1.

In that the agency is an intended user of the report and others may be provided copies for informational purposes, the agency has determined that reports prepared in conformance with these procedures constitute a Summary Appraisal Report which fulfills the agency's needs. It is misleading for an appraiser to disregard a part or parts of USPAP as void and of no force and effect in a particular assignment without identifying in the appraiser's report the part or parts disregarded and the legal authority justifying this action. Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice.

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Section A of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) notes that the Standards conform to Uniform Standards of Professional Appraisal Practice (USPAP), but that, in

certain instances, it has been necessary to invoke USPAP's Jurisdictional Exception Rule to conform the UASFLA to federal law relating to the valuation of real estate for government acquisition purposes. The following identifies the areas of the UASFLA that deviate from USPAP under the Jurisdictional Exception Rule.

Linking Estimate of Value to Specific Exposure Time

Section A-9 of the UASFLA provides that the appraiser shall not link an estimate of market value for federal land acquisition purposes to a specific exposure time. This is contrary to USPAP Standards Rule 1-2 and Standards Rule 2-2, and is considered a jurisdictional exception. The legal basis and reasoning for this jurisdictional exception may be found in Section B-2 of the UASFLA.

Consideration of Land Use Regulations and Anticipated Public Projects

Section A-12 of the UASFLA provides that the appraiser disregard any changes in a property's neighborhood brought about by the government's project. Section A-13h of the UASFLA further instructs appraisers that they must disregard recent rezoning (or the probability of rezoning) of the property under appraisal if such action was the result of the government's project. Section B-10 of the UASFLA, "Enhancement or Diminution in Value Due to the Project," explains the legal basis for these instructions. These instructions are contrary to USPAP Standards Rule 1-3(a), which requires appraisers to identify and analyze the effect on use and value of existing land use regulations and probable modifications thereof, and to Standards Rule 1-4(f), which requires appraisers to analyze the effect on value of anticipated public improvements located on or off site. Therefore, the instructions to appraisers in the UASFLA in this regard are considered jurisdictional exceptions.

Interest Appraised

The property interest appraised is the fee simple interest.

Scope of Work

Property Inspection

Bruce D. Throdahl conducted an on-site inspection of the property on January 26, 2024.

The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment:

1. We observed the subject site by a physical inspection and analyzed aerial, topography and flood maps. We did not attempt to detect any environmental hazards at the subject, nor did we conduct any off-site research into potential environmental hazards which might impact the subject.
2. We toured the subject's surrounding environment and attempted to identify and consider those characteristics that may have a legal, economic or physical impact on the subject. However, unless otherwise noted in this appraisal, we did not conduct any research into non-observable neighborhood issues such as environmental contamination, pending public condemnation issues, etc.;

3. We physically observed the micro and/or macro market environments with respect to physical and economic factors relevant to the valuation process; expanded this knowledge through interviews with regional and/or local market participants, available published data and other various resources;
4. We conducted regional and/or local research with respect to applicable tax data, zoning requirements, flood zone status, demographics, and comparable listing, sale and lease information;
5. We analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value;
6. We correlated and reconciled the results into a reasonable and defensible value conclusion, as defined herein; and

Valuation Process

The most applicable method for valuing the subject property is direct sales comparison. The focus of valuation is the land which is affected by the partial taking. There are no improvements on the property.

Comparable sales utilized in the analysis were personally inspected by the appraiser. Efforts were made to confirm sales utilized with a party to the transaction but when a party could not be reached, secondary sources were utilized.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- Appraisal requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), revised April 9, 2018;
- Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;
- Appraisal guidelines of City of Zephyrhills.

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

The comment to USPAP Standard Rule 1-2(f) and Standard Rule 1-2(g) state:

“An extraordinary assumption may be used in an assignment only if:

- it is required to properly develop credible opinions and conclusions;

- the appraiser has a reasonable basis for the extraordinary assumption;
- use of the extraordinary assumption results in credible analysis; and
- the appraiser complies with disclosure requirements set forth in USPAP for extraordinary assumptions.”

“A hypothetical condition may be used in an assignment only if:

- use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- use of the hypothetical condition results in a credible analysis;
- the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions, and
- the hypothetical condition is provided to the appraiser in writing by the client or an authorized representative of the client.”

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Property

The subject acquisition parcel totals 4.79 acres or 208,827 square feet. It is a portion of a parent tract comprised of 7 parcels totaling 8.23 acres or 358,496 square feet. The acquisition land extends northward from 6th Avenue along the parent tract's eastern boundary. The parent property has a mixed zoning consisting of 1.97 acres zoned LI and 6.26 acres zoned ER. The entire site has a future land use of Industrial. Considering the surrounding land uses, road frontage, and future land use, the highest and best of the site is for industrial use. The parent site is located along the north side of 6th Avenue, 1/2 mile west of Chancey Road in Zephyrhills, Pasco County, Florida. A legal description for the parent parcel is located in the addendum and was obtained from the Pasco County public records.

Property Identification

Property Name	Right of Way Easement - Zephyrhills
Address	North side of 6th Avenue, 1/2 mile west of Chancey Road Zephyrhills, Florida 33542
Tax ID	Parcent Parcels: 12-26-21-0000-00900-0014, 07-26-22-0010-04000-0010, 12-26-21-0290-00000-0060, 12-26-21-0290-00000-0070, 12-26-21-0290-00000-0080, 12-26-21-0290-00000-0090 and 12-26-21-0290-00000-0100
Owner of Record	Zephyr-Rail Industrial Park, Inc.
Legal Description	See addendum

Rights to be Acquired

Name	Type of Rights	Acquisition Area (SF)	Acquisition Area (Acres)
Right of Way Land	Permanent	208,827	4.79

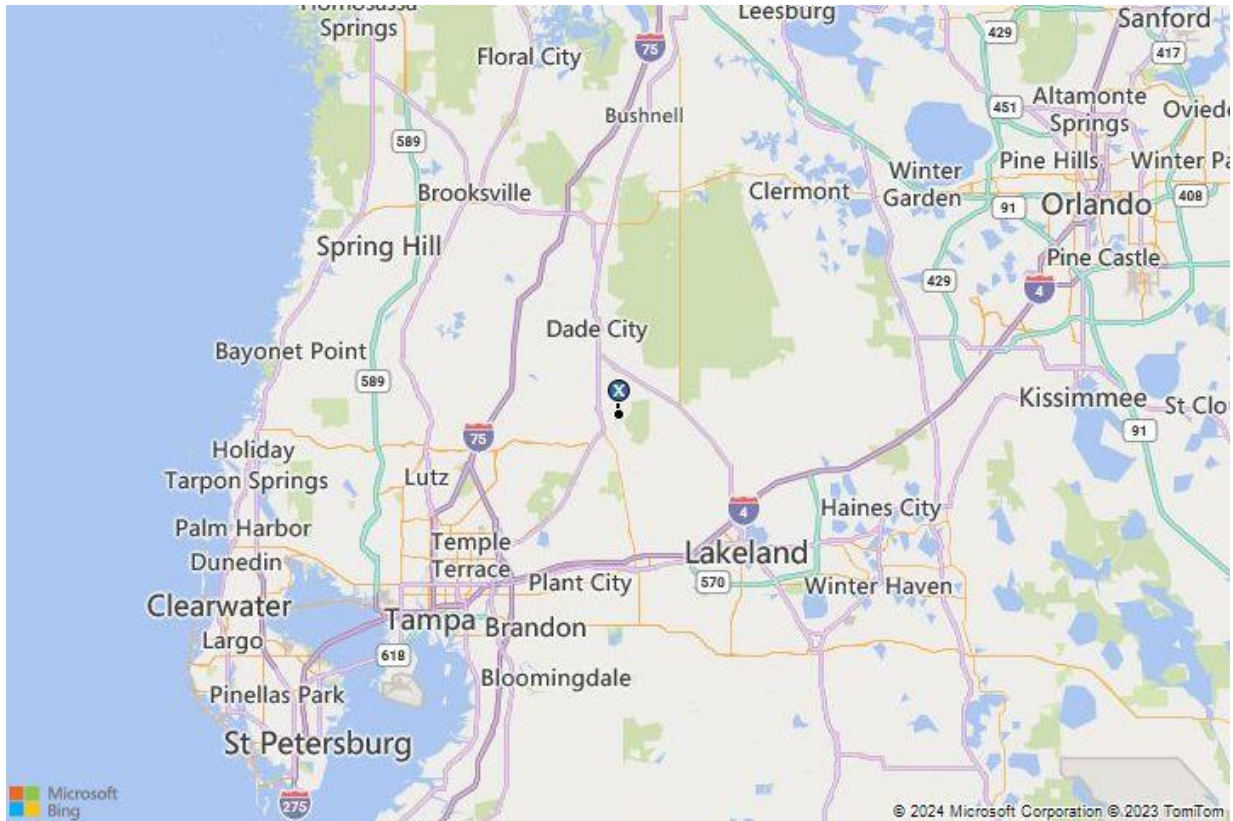
Sale History

No known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date.

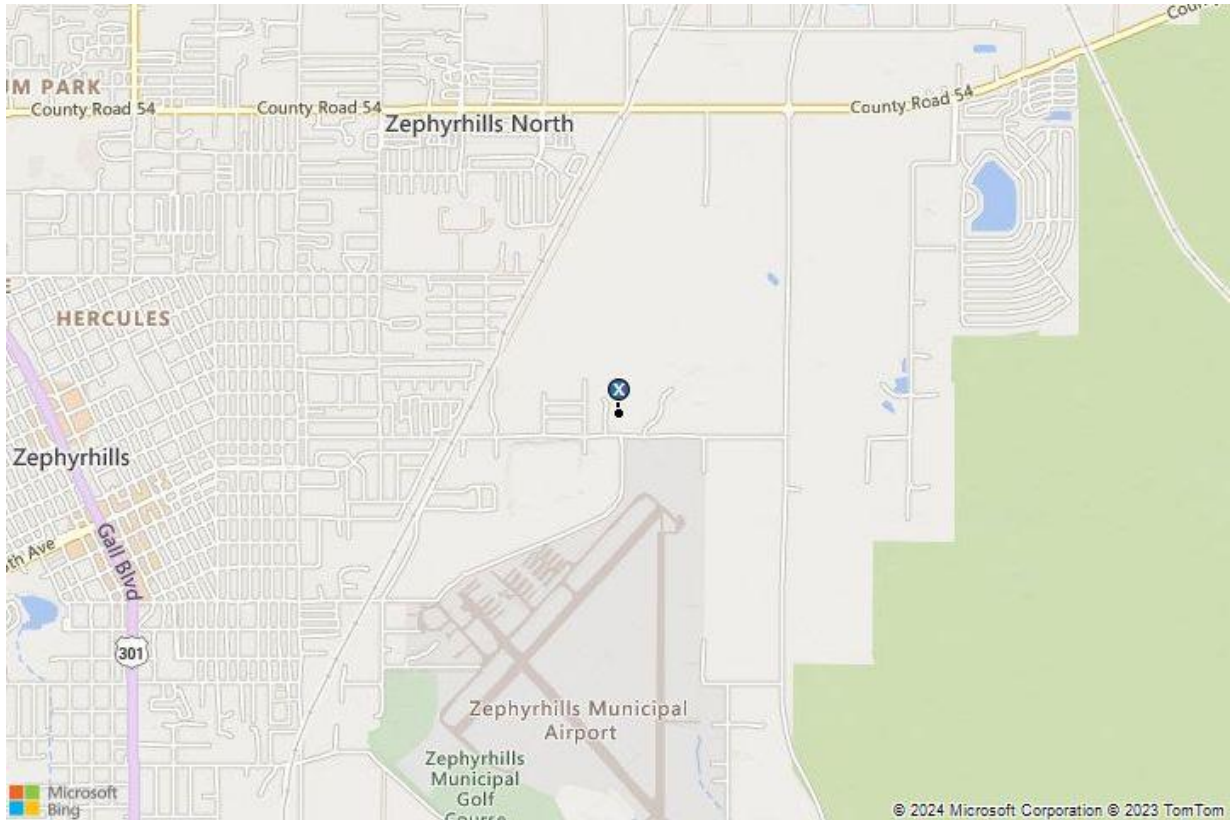
Pending Transactions

Based on discussions with the appropriate contacts, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

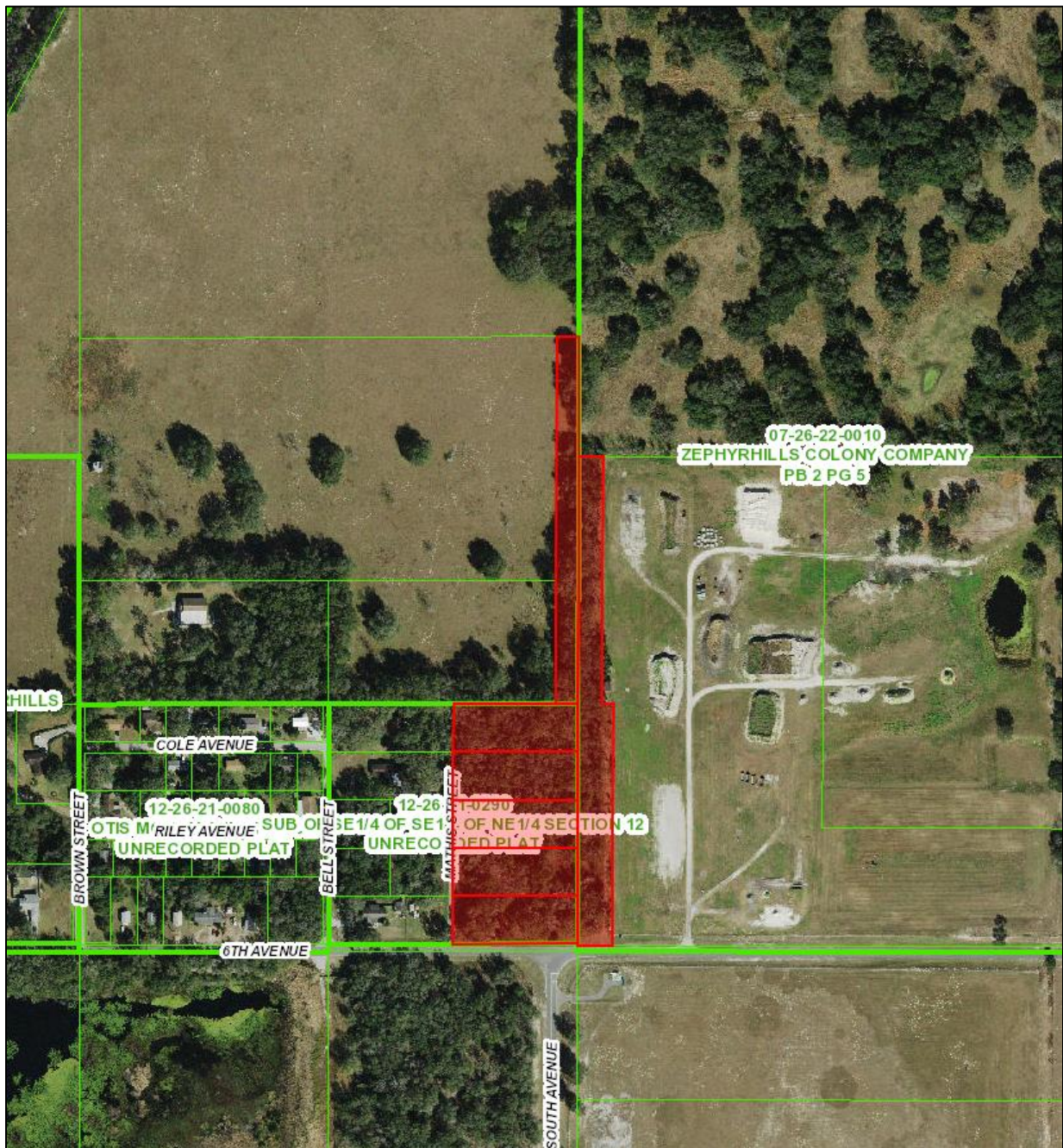
Area Map



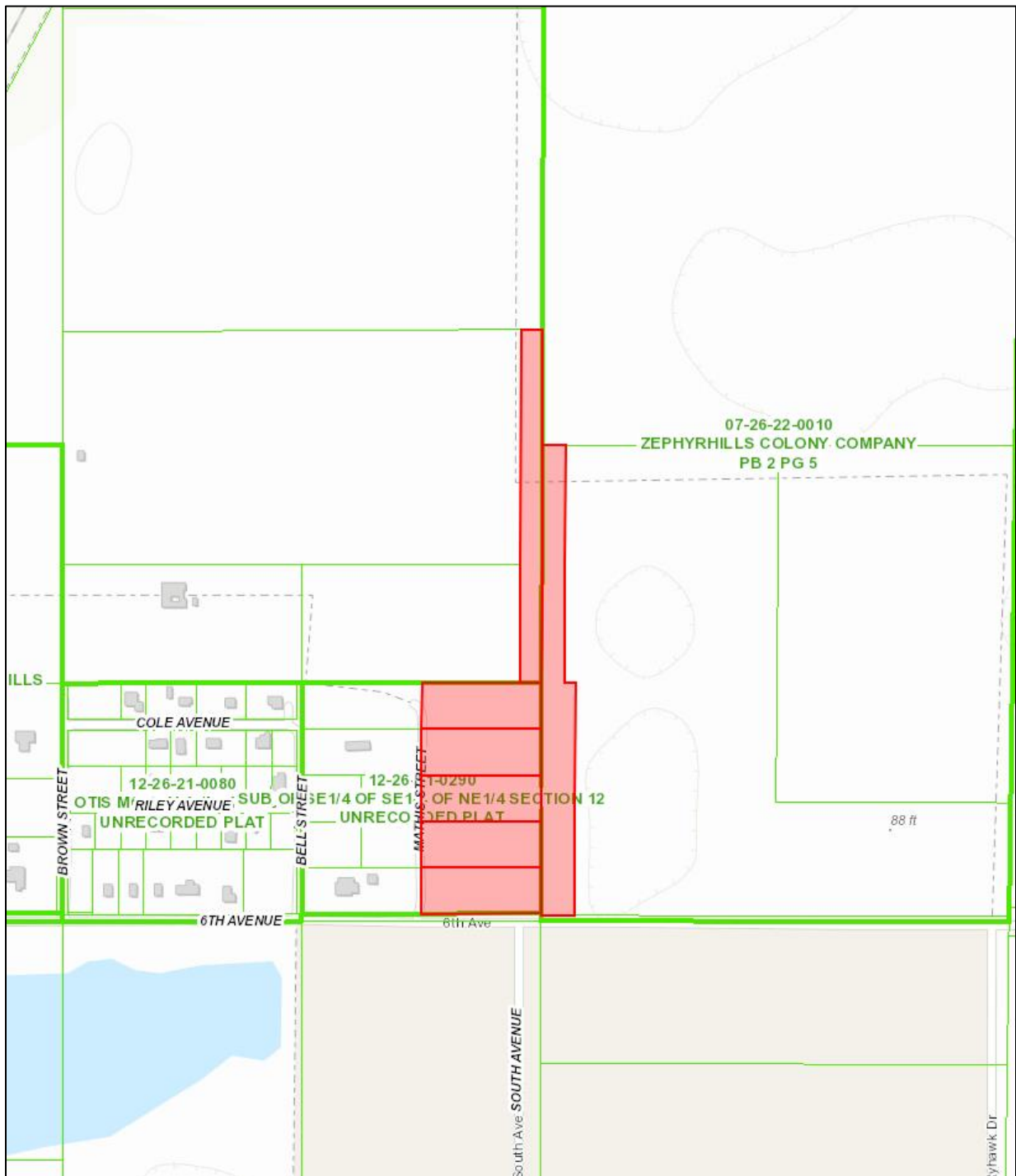
Surrounding Area Map

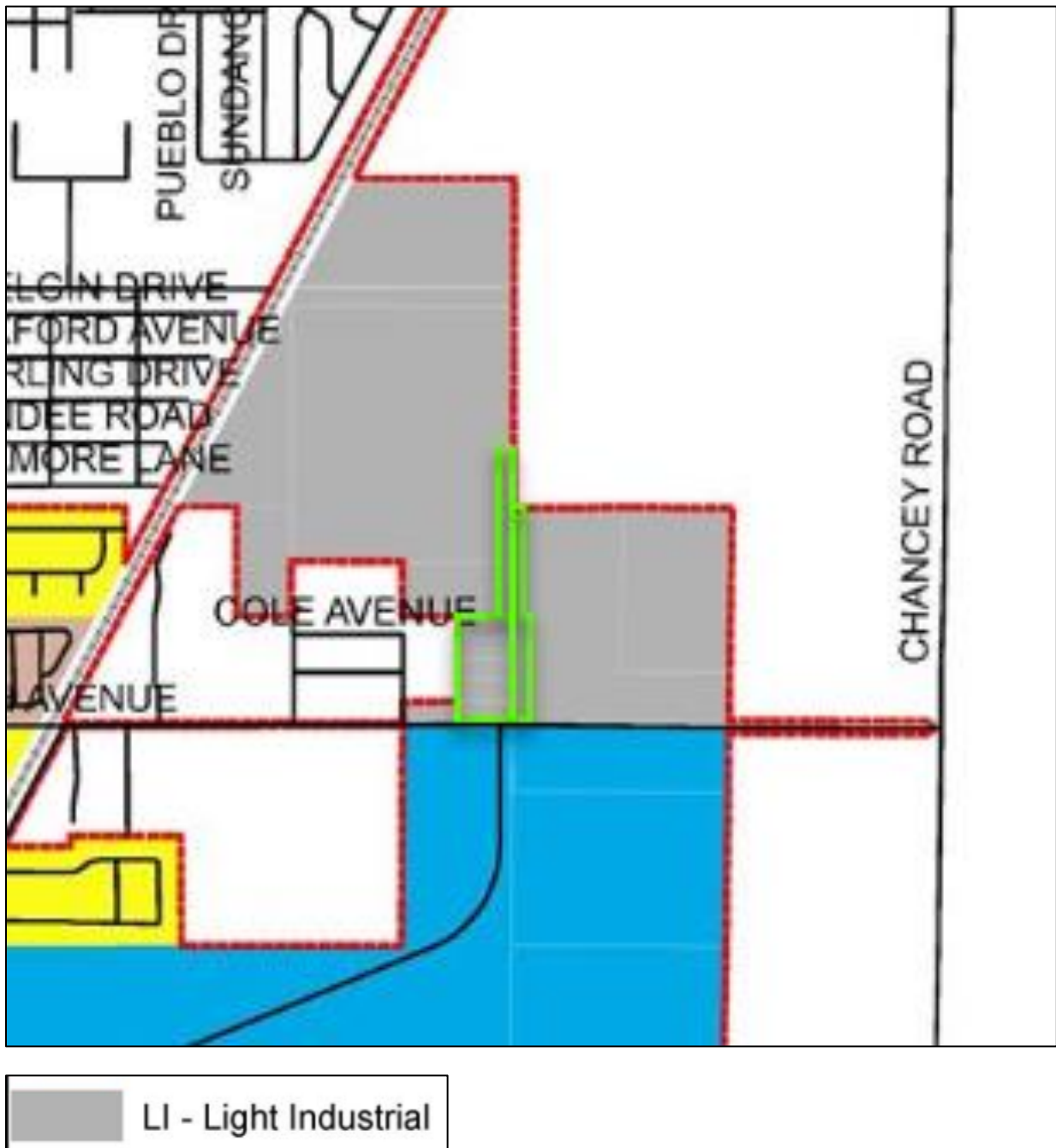


Aerial Tax Map

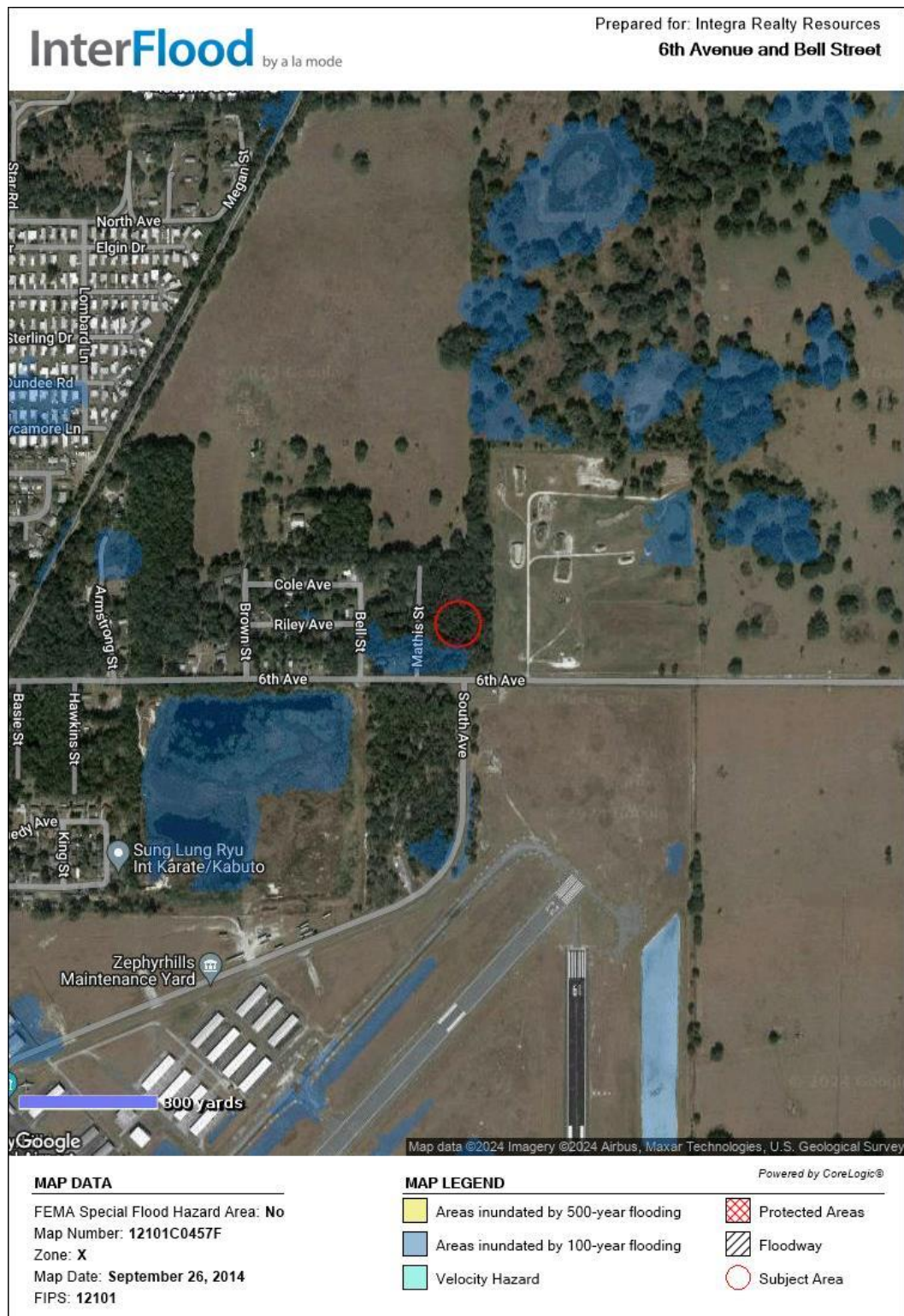


Plat Map



Zoning Map

Flood Map



Zoning

The subject site is zoned ER & LI, Estate Residential and Light Industrial, by the City of Zephyrhills.

The following table summarizes our understanding and interpretation of the zoning requirements that affect the subject.

Zoning Summary	
Zoning Jurisdiction	City of Zephyrhills
Zoning Designation	ER & LI
Description	Estate Residential and Light Industrial
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	The parent property has a mixed zoning consisting of 1.97 acres zoned LI and 6.26 acres zoned ER. The entire site has a future land use of Industrial. Considering the surrounding land uses, road frontage, and future land use, the highest and best of the site is for industrial use.
Source: City of Zephyrhills Planning and Zoning	

The appraiser is not an expert in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance is required.

Other Land Use Regulations

We are not aware of any other land use regulations that would affect the property.

Surrounding Area Analysis

The subject is located in Zephyrhills within Pasco County. More specifically, the subject is located along the north side of 6th Avenue, approximately 0.4 miles east of the northern terminus of Airport Road. The 2022 average annual daily traffic (A.A.D.T.) count along 6th Avenue, along which the subject has frontage, was 4,200 vehicles. This area is generally delineated as follows:

Boundaries & Delineation	
Boundaries	
Market Area	Tampa-Saint Petersburg-Clearwater MSA
Submarket	Pasco County
Area Type	Suburban
Delineation	
North	State Road 52
South	Chancey Road
East	US Highway 98
West	I-75

Access and Linkages

Primary access and linkages to the subject area, including highways, roadways, public transit, traffic counts, and airports, are summarized in the following table.

Access & Linkages		
Vehicular Access		
Major Highways	Interstate 75, U.S. Highway 301, U.S. Highway 98	
Primary Corridors	SR 52, SR 54, SR 56, North Avenue, Eliand Boulevard, Chancey Road	
Vehicular Access Rating	Average	
Public Transit		
Providers	Pasco County	
Nearest Stop/Station	20th Street and 6th Avenue	
Transit Access Rating	Average	
Airport(s)		
Name	Tampa International (TPA)	Lakeland Linder International (LAL)
Distance	37.5 miles southwest	27 miles
Driving Time	55 minutes	40 minutes
Primary Transportation Mode	Automobile	

The subject benefits from average daily traffic counts. Furthermore, the Tampa Central Business District (CBD), the economic and cultural center of the region, is approximately 32 miles southwest from the property.

Demand Generators

Major Employers in Pasco County include Pasco County School District, CA Healthcare, Pasco County Government, State of Florida, AdventHealth Dade City & Zephyrhills, Pasco County Sheriff's Office, AdventHealth Wesley Chapel, Medical Center of Trinity, Morton Plant North Bay Hospital and Florida Medical Clinic. The subject has average access to all of these employers within the area. In addition to its strong employment base, the area is easily accessible to the City of Tampa to the south about a 45-minute drive time. Access to employment centers in other submarkets is a major demand driver.

Like any major CBD, the Tampa CBD area is heavily developed with high-rise office buildings, residential condominiums, mixed-use projects, retail shops, etc. This area is also home to the Amalie Arena, Sparkman Wharf, Straz Center for the Performing Arts Center, and the Tampa Convention Center. Downtown Tampa also has a few high-rise condo developments either in the planning stages or under construction which will increase the number of residential units.

The area also benefits from its close proximity to several major gulf beaches, located about 45 miles west of the subject. Due to this feature, tourism plays a heavy role in the market area.

Nearby Retail Uses

The closest grocery anchored shopping plaza is Oak View Plaza located 2.1 miles northwest of the subject at the southwest corner of 20th Street and Ohio Street. The plaza is anchored by a Winn Dixie. The plaza also features Dollar General, China Taste and other local retailers.

The regional shopping mall serving the area is the Shoppes of Wiregrass, located at State Road 56 and Bruce B. Downs Boulevard. This is an outdoor mall anchored by Dillard's, JCPenney's, and Macy's. Other major retailers include Barnes and Noble, Champs Sports, Pottery Barn, Victoria's Secret, Hollister, Claire's, Hotworx, Bath & Body Works, LensCrafters, and T-Mobile. It was also noted this mall contain several dining options including Noble Crust, GrillSmith, Panera Bread, Moe's Southwest Grill, The Brass Tap, The Living Room, and Charley's Philly Steaks. The Shoppes of Wiregrass is located 14.5 miles southwest of the subject.

These demand generators support the demographic profile described in the following section.

Life Cycle

Real estate is affected by cycles involving development trends within a market area as well as market and economic forces. Trends in demand for development in a particular market are described by the Market Area Life Cycle, while market and economic trends are described by the Real Estate Cycle.

A Market Area Life Cycle typically evolves through four stages:¹

- Growth – a period during which the market area gains public favor and acceptance
- Stability – a period of equilibrium without marked gains or losses
- Decline – a period of diminishing demand
- Revitalization – a period of renewal, redevelopment, modernization, and increasing demand

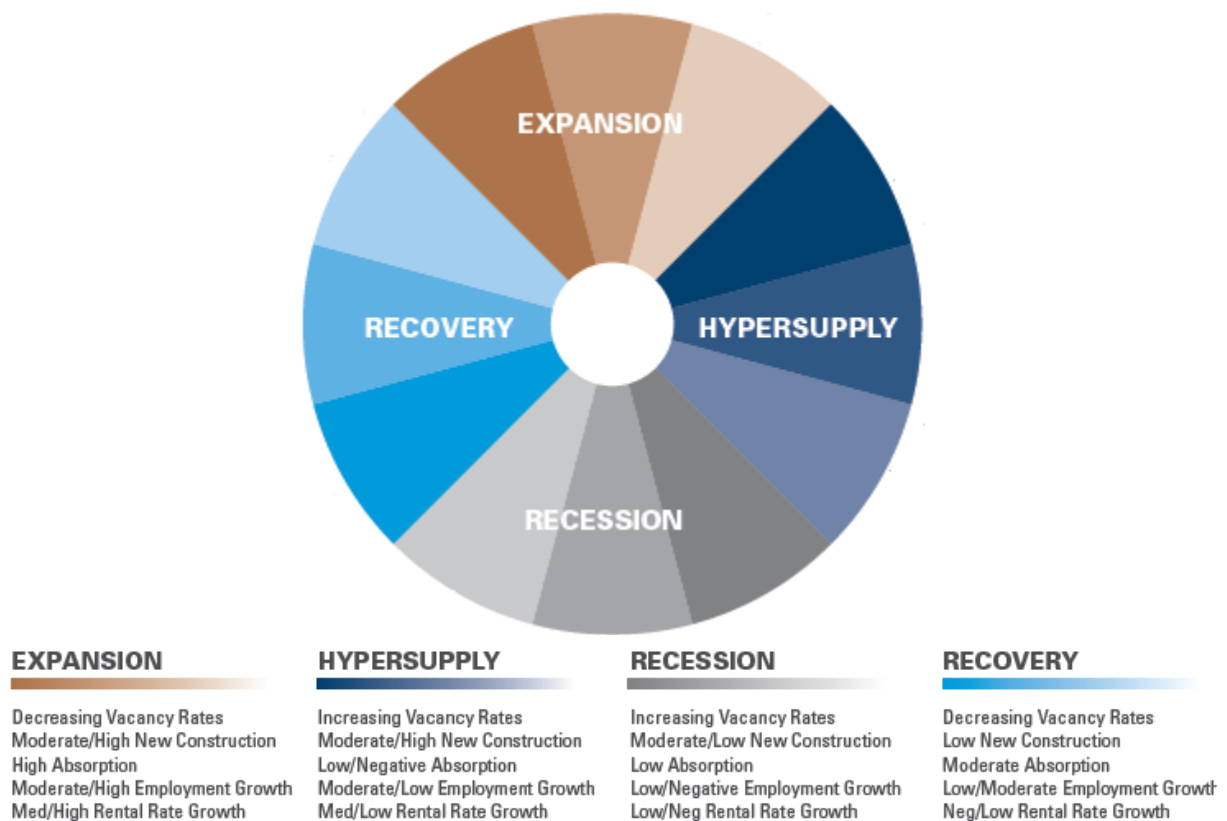
¹ Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020)

The subject's market area is in the growth stage of the Market Area Life Cycle.

The Real Estate Cycle also impacts a neighborhood. The stages of the Real Estate Cycle include:

- Expansion – Sustained growth in demand, increasing construction
- Hypersupply – Positive but falling demand, increasing vacancy
- Recession – Falling demand, increasing vacancy
- Recovery – Increasing demand, decreasing vacancy

These stages are illustrated below, along with a summary of common characteristics of each stage of the Real Estate Cycle. The subject is in the expansion stage of the Real Estate Cycle.



Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2023 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Pasco County	Florida
Population 2020	2,779	31,153	53,221	561,891	21,538,187
Population 2023	2,881	32,375	55,597	595,537	22,144,382
Population 2028	3,047	34,320	59,364	647,661	23,250,669
Compound % Change 2020-2023	1.2%	1.3%	1.5%	2.0%	0.9%
Compound % Change 2023-2028	1.1%	1.2%	1.3%	1.7%	1.0%
Households 2020	1,443	14,431	23,930	225,214	8,529,067
Households 2023	1,500	14,993	24,972	237,903	8,776,976
Households 2028	1,592	15,903	26,658	258,029	9,231,223
Compound % Change 2020-2023	1.3%	1.3%	1.4%	1.8%	1.0%
Compound % Change 2023-2028	1.2%	1.2%	1.3%	1.6%	1.0%
Median Household Income 2023	\$40,916	\$41,092	\$44,237	\$62,374	\$64,983
Average Household Size	1.9	2.1	2.2	2.5	2.5
College Graduate %	11%	13%	13%	25%	30%
Median Age	65	54	54	45	43
Owner Occupied %	81%	73%	75%	73%	66%
Renter Occupied %	19%	27%	25%	27%	34%
Median Owner Occupied Housing Value	\$83,182	\$121,460	\$133,938	\$258,274	\$319,277
Median Year Structure Built	1984	1984	1986	1989	1987

Source: Claritas

As shown above, the current population within a 3-mile radius of the subject is 32,375, and the average household size is 2.1. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to Pasco County overall, the population within a 3-mile radius is projected to grow at a slower rate.

Median household income is \$41,092, which is lower than the household income for Pasco County. Residents within a 3-mile radius have a considerably lower level of educational attainment than those of Pasco County, while median owner occupied home values are considerably lower.

Services and Amenities

The subject is served by the Pasco County school district. The nearest public services, including police and fire departments, as well as public schools are summarized in the following table.

Public Services				
Service	Name/Station	Market Area	Driving Distance (Miles)	Direction
Police Department	Zephyrhills Police Department	Inside	2.3	Northwest
Fire Department	Station 25	Inside	1.5	Southwest
Elementary School	West Zephyrhills Elementary	Inside	2.4	West
Middle/Junior High School	Raymond B. Stewart Middle	Inside	1.6	Northwest
High School	Zephyrhills High	Inside	2.3	Northwest

Land Use

Predominant land uses in the immediate vicinity of the subject include a mix of residential, commercial, and retail. Land use characteristics of the area are summarized below.

Surrounding Area Land Uses

Character of Area	Suburban
Predominant Age of Improvements (Years)	0-50
Predominant Quality and Condition	Average
Approximate Percent Developed	75%
Infrastructure and Planning	Average
Predominant Location of Undeveloped Land	Subject Area
Prevailing Direction of Growth	Subject Area

Immediate Surroundings

North	Vacant Land
South	Vacant Land
East	Vacant Land
West	Vacant Land / Single-Family Residential

Outlook and Conclusions

The area is in the growth stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will increase over the long term. In comparison to other areas in the region, the area is rated as follows:

Surrounding Area Ratings

Highway Access	Average
Demand Generators	Average
Convenience to Support Services	Average
Convenience to Medical Services	Average
Convenience to Public Transit	Average
Employment Stability	Average
Neighborhood Amenities	Average
Police and Fire Protection	Average
Barriers to Competitive Entry	Average
Price/Value Trends	Average
Property Compatibility	Average

Description of Property – Before Acquisition

Land Description and Analysis

Land Area

The following table summarizes the subject's land area of the total ownership.

Land Area Summary		
Tax ID	SF	Acres
Parcent Parcels: 12-26-21-0000-00900-0014	58,806	1.35
07-26-22-0010-04000-0010	85,813	1.97
12-26-21-0290-00000-0060	42,770	0.98
12-26-21-0290-00000-0070	42,800	0.98
12-26-21-0290-00000-0080	42,783	0.98
12-26-21-0290-00000-0090	42,766	0.98
12-26-21-0290-00000-0100	42,758	0.98
Total	358,496	8.23
Source: Public Records		

Shape and Dimensions

The overall site is irregular in shape. The shape does not have a significant impact on the overall development potential of the site.

Streets, Access and Frontage

Details pertaining to street access and frontage are provided in the following table.

Streets, Access and Frontage	
Street	6th Avenue
Frontage Feet	430
Paving	Asphalt
Curbs	None
Sidewalks	None
Lanes	2 way, 1 lane each way
Direction of Traffic	East/West
Condition	Average
Traffic Levels	Average
Signals/Traffic Control	None
Access/Curb Cuts	None
Visibility	Average

Topography

The site is generally level in topography. The topography does not have a significant impact on the development potential of the site.

Flood Hazard Status

The following table provides flood hazard information. Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

Flood Hazard Status	
Community Panel Number	12101C0457F
Date	September 26, 2014
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No

Environmental Hazards

An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.

Easements, Encroachments and Restrictions

Based upon a review of the title, there are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Utilities

All public utilities are available to the subject property and are assumed to be in use on the date of valuation.

Conclusion of Site Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. The parent property has a mixed zoning consisting of 1.97 acres zoned LI and 6.26 acres zoned ER. The entire site has a future land use of Industrial. Considering the surrounding land uses, road frontage, and future land use, the highest and best of the site is for industrial use. We are not aware of any other particular restrictions on development.

Real Estate Taxes

Real estate tax assessments are administered by the Pasco County Property Appraiser's Office and represent ad valorem taxes, meaning a tax applied in proportion to value as well as an additional non-ad valorem tax in some instances.

Taxes in Pasco County are due March 31st annually. However, if taxes are paid by November 30th, a discount is applied to the total tax liability. The discount drops 1% every month after that until they are due. For this reason, at any time the total amount of taxes paid may differ from the total tax liability. Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2023					
Tax ID	Total	Taxes and Assessments			
		Ad Valorem		Direct Assessments	Total
		Tax Rate	Taxes		
Parcent Parcels: 12-26-21-0000-00900-0014	\$22,934	2.312200%	\$530	\$0	\$530
07-26-22-0010-04000-0010	\$690	2.312200%	\$16	\$0	\$16
12-26-21-0290-00000-0060	\$16,680	2.312200%	\$386	\$0	\$386
12-26-21-0290-00000-0070	\$16,692	2.312200%	\$386	\$0	\$386
12-26-21-0290-00000-0080	\$16,685	2.312200%	\$386	\$0	\$386
12-26-21-0290-00000-0090	\$16,679	2.312200%	\$386	\$0	\$386
12-26-21-0290-00000-0100	\$16,676	2.312200%	\$386	\$0	\$386
	\$107,036		\$2,475	\$0	\$2,475

The 2023 assessed value was \$107,036. The total gross real estate tax liability for 2023 was \$2,475 which includes both ad valorem and non-ad valorem taxes (if applicable). According to the Pasco County Tax Collector, the 2023 taxes were paid. Based on our concluded as-is market value, the assessed value appears low.

Data Analysis and Conclusions – Before Acquisition

Highest and Best Use – Before Acquisition

In partial acquisitions, the appraiser must make two separate determinations of highest and best use: once for the property before acquisition, and once for the remainder after acquisition.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Highest and Best Use - As If Vacant

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development, although some limitations based on flood status for a portion of the site are considered in our analysis and conclusions. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The parent property has a mixed zoning consisting of 1.97 acres zoned LI and 6.26 acres zoned ER. The entire site has a future land use of Industrial. Considering the surrounding land uses, road frontage, and future land use, the highest and best of the site is for industrial use. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property.

Financially Feasible

“In determining which uses are legally permissible and physically possible, an appraiser eliminates some uses from consideration. Only those uses that meet the first two criteria are analyzed further. The level of analysis may vary with assignments, but economic demand for the subject property is a prerequisite to the financial testing of alternatives. Analyses of supply and demand and of location are needed to identify the uses that are financially feasible. The desire for a particular use in a particular location is essential. Clues that supply and demand may not support a particular use include vacancy throughout the market area or no new construction when land is available. The results of market analysis can lead to the potential consideration of the presence of obsolescence.”² “Prices and price trends are important indicators of financial feasibility. Recent sales to owner-users indicate recent

² *The Appraisal of Real Estate, 14th Edition, copyright 2013, page 341, by the Appraisal Institute*

financial feasibility. If market conditions have changed since the last sales, financial feasibility in the current market might be affected. Sales to investors are more likely to indicate a market in transition, in which case current or proposed uses are not likely to be financially feasible. Other possible market indicators of financial feasibility include current and historical vacancy rates, current and historical rental rates, recent construction activity, and recent space absorption.”³

Based on our analysis of the market, there is currently adequate demand for an industrial use in the subject’s area. It appears that a newly developed industrial use on the site would have a value commensurate with its cost. Therefore, a industrial use is financially feasible.

Maximally Productive

“Of the financially feasible uses of the land as though vacant, the highest and best use is the use that produces the highest residual land value, all else being equal. The comparison of the values of the financially feasible uses is usually straightforward. To determine the highest and best use of the land as though vacant, rates of return that reflect the associated risks are often used to capitalize income from different uses into their respective values. These are developed from previous research and reflect the rates of return that market participants apply to the range of uses being considered. Alternatively, land sales can be used to test which alternative is maximally productive.”⁴

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than a industrial use. Accordingly, it is our opinion that a industrial use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for industrial use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant.

As Improved

No improvements are situated on the subject considered contributory in value. Therefore, a highest and best analysis as improved is not applicable.

Most Probable Buyer

Taking into account the size and characteristics of the property and its multitenant use, the likely buyer for the improved property would be a developer.

³ *The Appraisal of Real Estate, 14th Edition, copyright 2013, pages 341-342, by the Appraisal Institute*

⁴ *The Appraisal of Real Estate, 14th Edition, copyright 2013, page 343, by the Appraisal Institute*

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

We use the sales comparison approach in developing an opinion of value for the subject property focusing on the site as if vacant and available for development. The value of the land is developed using comparable sales of sites with similar utility. The value of the land is also used in determining the value of the easement to be acquired.

The cost approach and income capitalization are not considered relevant methods because the acquisition involves vacant land only and there are no improvements on the site.

Land Valuation

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

To apply the sales comparison approach to subject property before acquisition we searched sales relevant to the subject's characteristics. The sales considered most relevant were generally the following parameters:

- Location: Pasco County
- Size: 2 – 30 acres
- Use: Industrial land
- Transaction Date: June 2021 to present

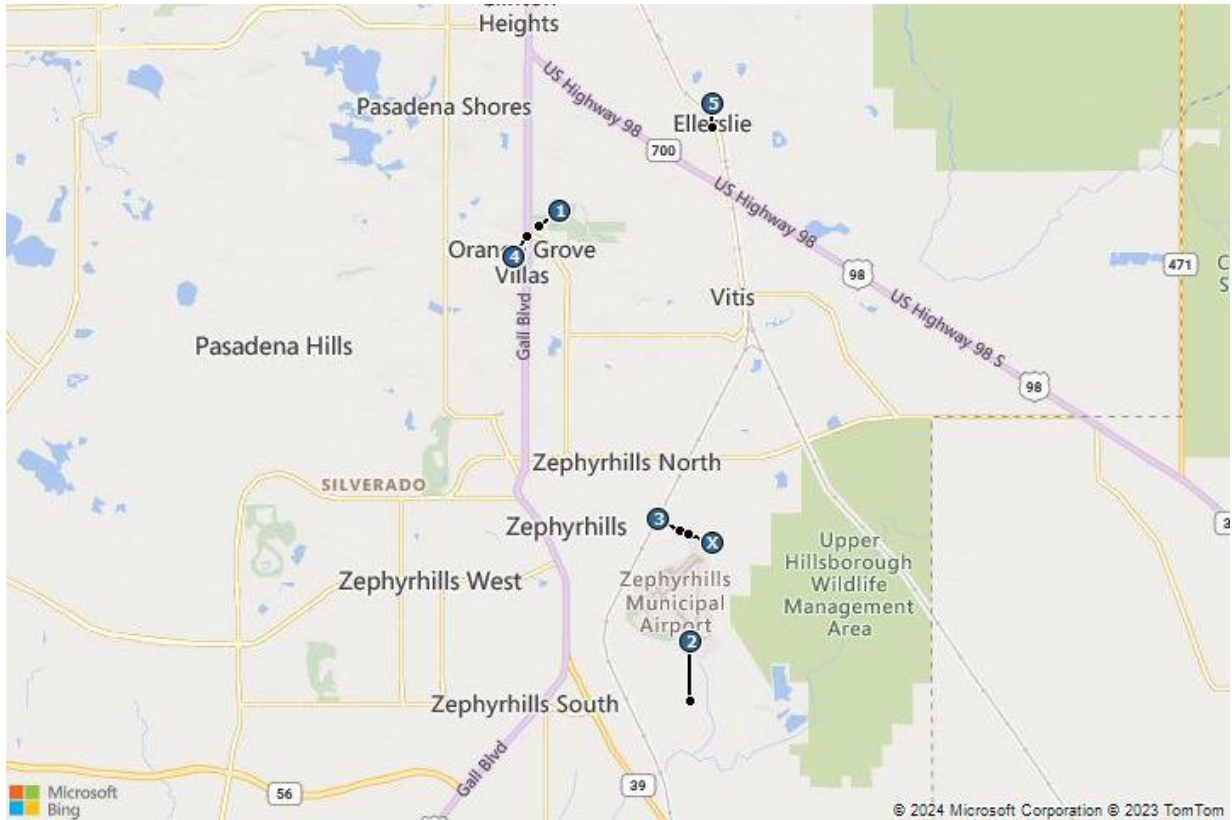
Sources of the data utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. Multiple attempts were made to verify each sale with one or more parties to the transaction.

For this analysis, we use price per usable square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	Usable SF; Usable Acres	Zoning	\$/Usable SF	\$/Usable Acre
1	Land Hwy 301 Dade City 9320 US Hwy 301 Dade City Pasco County FL	Aug-23 Closed	\$900,000	392,040 9.00	I/C-3	\$2.30	\$100,000
	Comments: This vacant commercial lot consists of nine (9) gross acres or 392,040 gross square feet, all of which is usable. The property is zoned C-3 (Light Manufacturing/Commercial) with a FLU of IH (Heavy Industrial). It is located along the east side of U.S. Highway 301, north of Bailey Hill Road in Dade City, Pasco County, Florida. The land last sold in August 2023 for \$900,000 or \$2.30 per usable square foot of land area. The property was exposed to the market for 1,315 days and sold at full value.						
2	Yonkers - Industrial Land 40051 Yonkers Blvd. Zephyrhills Pasco County FL	May-22 Closed	\$850,000	347,173 7.97	I1	\$2.45	\$106,650
	Comments: The property is located at the southeast corner of Yonkers Boulevard and Chancey Road. The site is zoned I1 allowing for a wide variety of industrial uses.						
3	Bell Street Vacant Land Bell Street Zephyrhills Pasco County FL	Dec-21 Closed	\$2,500,000	1,030,194 23.65	I-2	\$2.43	\$105,708
	Comments: This vacant commercial land property last sold in December 2021 for \$2,500,000 or \$2.43 per square foot of land area. The property is located at the northern terminus of Bell Street, just north of 6th Avenue in Zephyrhills, Pasco County, Florida. The total site area is 23.65 acres or 1,030,194 square feet, all of which is usable. The land is zoned I-2 (Light Industrial) with a future land use of Industrial.						
4	U.S. Highway 301 Commercial Land 9245 U.S. Highway 301 Zephyrhills Pasco County FL	Nov-21 Closed	\$525,000	233,484 5.36	C-2	\$2.25	\$97,946
	Comments: This is the November 2021 sale of a parcel of vacant, commercially zoned land located along U.S. Highway 301, a primary north/south thoroughfare in Pasco County and beyond. The site contains 233,484 square feet, all of which are usable uplands. The site has a mostly rectangular shape and is an interior lot. It sold for \$525,000, which was the asking price.						
5	Townsend Road Industrial Land 40263 Townsend Rd. Dade City Pasco County FL	Jun-21 Closed	\$382,000	217,800 5.00	I1	\$1.75	\$76,400
	Comments: This represents a sale of a 5.0 acre tract of land located at the northwest corner of Old Lakeland Highway and Townsend Road, in Dade City, Pasco County, Florida. The site was generally cleared at the time of sale and contained an old concrete pad from a former home on the site. According to the selling broker, the property was zoned for residential and the sale was contingent upon the site being rezoned to light industrial prior to closing. The site sold on June 25, 2021 for \$382,000, or \$1.75 per square foot.						
	Subject			358,496	ER & LI		
	Right of Way Easement - Zephyrhills			8.23			
	Zephyrhills, FL						

Comparable Land Sales Map





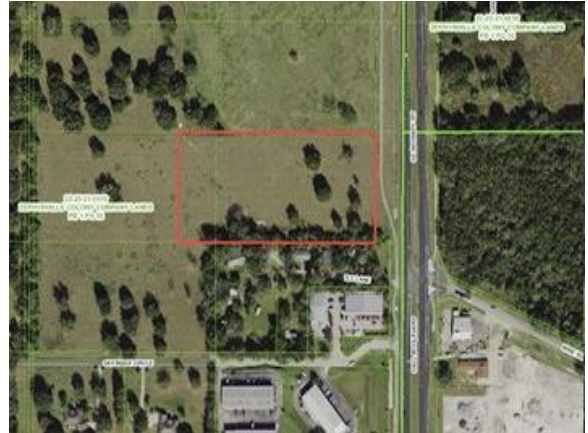
Sale 1
Land Hwy 301 Dade City



Sale 2
Yonkers - Industrial Land



Sale 3
Bell Street Vacant Land



Sale 4
U.S. Highway 301 Commercial Land



Sale 5
Townsend Road Industrial Land

Land Sales Adjustment Grid

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Name	Right of Way Easement - Zephyrhills	Land Hwy 301	Yonkers - Industrial Land	Bell Street Vacant Land	U.S. Highway 301 Commercial Land	Townsend Road Industrial Land
Address	North side of 6th Avenue, 1/2 mile west of Chancey Road	Dade City 9320 US Hwy 301	40051 Yonkers Blvd.	Bell Street	9245 U.S. Highway 301	40263 Townsend Rd.
City	Zephyrhills	Dade City	Zephyrhills	Zephyrhills	Zephyrhills	Dade City
County	Pasco	Pasco	33540	Pasco	Pasco	Pasco
State	Florida	FL	FL	FL	FL	FL
Sale Date		Aug-23	May-22	Dec-21	Nov-21	Jun-21
Sale Status		Closed	Closed	Closed	Closed	Closed
Sale Price		\$900,000	\$850,000	\$2,500,000	\$525,000	\$382,000
Acres	8.23	9.00	7.97	23.65	5.36	5.00
Usable Square Feet	358,496	392,040	347,173	1,030,194	233,484	217,800
Usable Acres	8.23	9.00	7.97	23.65	5.36	5.00
Zoning Code	ER & LI	I/C-3	I1	I-2	C-2	I1
Price per Usable Square Foot		\$2.30	\$2.45	\$2.43	\$2.25	\$1.75
Transactional Adjustments						
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		-	-	-	-	-
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		-	-	-	-	-
Market Conditions	1/26/2024	Aug-23	May-22	Dec-21	Nov-21	Jun-21
Annual % Adjustment	2%	1%	3%	4%	4%	5%
Cumulative Adjusted Price		\$2.32	\$2.52	\$2.52	\$2.34	\$1.84
Property Adjustments						
Location		-	-	-	-	10%
Access/Exposure		-5%	-	-	-5%	10%
Size		-	-	5%	-	-
Shape and Topography		-	-	-	-	-
Zoning		-5%	-5%	-5%	-10%	-5%
Net Property Adjustments (\$)		-\$0.23	-\$0.13	\$0.00	-\$0.35	\$0.28
Net Property Adjustments (%)		-10%	-5%	0%	-15%	15%
Final Adjusted Price		\$2.09	\$2.40	\$2.52	\$1.99	\$2.12
Range of Adjusted Prices		\$1.99 - \$2.52				
Average		\$2.22				
Indicated Value		\$2.40				

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts, and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are typically based on qualitative judgment rather than empirical research, as there is normally not sufficient data to develop a sound quantitative estimate.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Transactional adjustments may be applied for property rights conveyed, financing, conditions of sale, expenditures made immediately after purchase, and market conditions. In addition, property adjustments may include – but are not limited to – location, access/exposure, size, quality, effective age, economic and legal characteristics, and non-realty components of value. Adjustments are considered for the following factors, in the sequence shown below.

Transactional Adjustments

Real Property Rights Conveyed

All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Conditions of Sale

None of the comparable sales had atypical or unusual conditions of sale.

Demolition Costs

This category considers costs incurred immediately after purchase for demolition of existing structures.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

The sales took place from June 2021 to August 2023. Market conditions have generally been strengthening as such an annual escalator was applied.

Property Adjustments

Location

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sales 1, 2, 3 and 4 are similar to the subject. No adjustments are necessary. Sale 5 is adjusted upward for inferior location.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

Sales 2 and 3 are similar to the subject and require no adjustment. Sales 1 and 4 are superior to the subject. Downward adjustments are applied. Sale 5 is inferior to the subject. An upward adjustment is applied.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

Sales 1, 2, 4 and 5 are similar to the subject and require no adjustment. Sale 3 is larger than the subject and requires an upward adjustment.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

All of the comparables are similar to the subject. No adjustments are necessary.

Zoning

This element of comparison accounts for government regulations that can affect the types and intensities of uses allowable on a site. Moreover, this category includes considerations such as allowable density or floor area ratio, structure height, setbacks, parking requirements, landscaping, and other development standards. The subject has a zoning designation of ER & LI - Estate Residential and Light Industrial.

All of the comparables are superior to the subject. Downward adjustments are applied.

Land Value Conclusion

Prior to adjustments, the sales reflect a range of \$1.75 - \$2.45 per usable square foot. After adjustment, the range is narrowed to \$1.99 - \$2.52 per usable square foot, with an average of \$2.22 per usable square foot.

To arrive at an indication of value, we place primary reliance on Sales 2 and 3, due to their close proximity to the subject property. Secondary weight was given to remaining comparables.

Based on the preceding analysis, we reach a land value conclusion as follows:

Land Value Conclusion

Indicated Value per Usable Square Foot	\$2.40
Subject Usable Square Feet	358,496
Indicated Value	\$860,391

Value Indication – Before Acquisition

By combining the land value conclusion with the estimated contributory value of the improvements, the total value of the subject property before acquisition is indicated. In this instance, there are no improvements on the property contributing to value.

Summary of Valuation - Before Acquisition

Estimated Land Value	\$860,391
Plus Value of Improvements	\$0
Total Value Before Acquisition	\$860,391

Description of Property – After Acquisition

Description of Acquisition and Effects on the Remainder

Rights to be Acquired			
Name	Type of Rights	Acquisition Area (SF)	Acquisition Area (Acres)
Right of Way Land	Permanent	208,827	4.79

Acquisition Area

The following was provided by the client and illustrates the land area to be acquired in more detail.

AERIAL OF PARENT TRACT AND ACQUISITION

The acquisition area is located along the eastern boundary of the parent tract and extends northward the length of the property.

Data Analysis and Conclusions – After Acquisition

Highest and Best Use – After Acquisition

The highest and best use of the remainder after acquisition remains unchanged. Therefore, continued use of the site for residential use is the only use that meets the four tests of highest and best use.

Valuation Methodology – After Acquisition

The only change to the remainder area of the subject after acquisition is that the subject size is reduced by the 208,827 square feet (4.79 acres) of the taking, equating to an after acquisition property size of 149,669 square feet (3.44 acres) of land area. The taking does not adversely affect road frontage, access, and the utility of the property. The reduction in the after acquisition property size is not large enough to affect the estimated market value indication of \$2.40 per land square foot. Therefore, no change in the adjustment analysis presented in the before acquisition value is expected and the concluded land value per square foot is identical. This is applied to the remainder land area below to reflect total value of the subject after acquisition. Per our analysis, the after acquisition is not affected by any damages to the remainder and thus was not applied. The indicated land value per square foot for the areas affected by the taking is considered equivalent to the land value for the site as a whole.

Summary of Valuation - After Acquisition

Land Area Before Acquisition	358,496
Less New Right of Way	<u>208,827</u>
Land Area After Acquisition	149,669
Land Value per Square Foot	\$2.40
Land Value After Acquisition	\$359,206
Improvement Value	<u>\$0</u>
Indicated Value	\$359,206
Less Damage to Remainder	\$0
Final Value After Acquisition	\$359,206

There are no damages to the remainder, as such this element does not apply.

Estimate of Total Just Compensation

Total Just Compensation is computed by subtracting the estimate value after the acquisition from the estimated value before the acquisition as shown below.

Value Conclusions			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Fair Market Value - Before Acquisition	Fee Simple	January 26, 2024	\$860,391
Fair Market Value - After Acquisition	Fee Simple	January 26, 2024	\$359,206
Just Compensation	Fee Simple	January 26, 2024	\$501,185

Allocation of Just Compensation

The following table shows the allocation of total just compensation between realty acquired and damages to the remainder.

Allocation of Just Compensation	
Element of Compensation	Amount
Land Acquired	\$501,185
Improvements, Fixtures and Personalty	\$0
Total Land and Improvements, Fixtures and Personalty	\$0
Damages to the Remainder	\$0
Total Just Compensation	\$501,185

Value of Land Acquired

The acquisition at the subject consists 208,827 square feet of land area or 4.79 acres of right of way land. The valuation of the land to be acquired is illustrated below:

Value Conclusions			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Fair Market Value - Before Acquisition	Fee Simple	January 26, 2024	\$860,391
Fair Market Value - After Acquisition	Fee Simple	January 26, 2024	\$359,206
Just Compensation	Fee Simple	January 26, 2024	\$501,185

Assumptions and Limiting Conditions

This report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, in the appraisal of realty and realty rights except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule.

The appraiser assumes no responsibility for matters legal in character, nor does he/she render any opinion as to the title, which is assumed to be good. Unless otherwise specified in the report, the property is analyzed as though free and clear and under responsible ownership and competent management.

Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, the appraiser assumes no responsibility for its accuracy. The value conclusions are subject to the correctness of said data.

The appraiser assumes that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity had been stated, defined, and considered in the appraisal report. The appraiser assumes that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he/she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

The appraiser has made no engineering survey. Except as specifically stated, data relative to size and areas were taken from sources considered reliable. The utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The distribution of the total valuation in this report between land, improvements and estimated damages applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The appraisal is for purposes of valuation only and is not to be taken, used or represented as an endorsement or guarantee of the physical, structural or equipment conditions which exist in the

property. It is assumed that there are no hidden defects that would not be apparent from visual inspection and that all equipment is operable unless otherwise indicated by the owner or owner's representative.

All maps, plats, and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

Possession of this report or any copy hereof does not carry with it the right of publication, nor may the same be used for any purpose by any party except the Missouri Department of Transportation without the previous written consent of the appraiser, and in any event, only in its entirety and with proper qualification. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relation, news, sales or other media without the written consent and approval of author. The appraiser acknowledges that a copy of the report will be provided to the owner of the property appraised, or their representative. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated. No consideration has been given in the appraisal to the value, if any, attributable to growing crops on any portion of the property appraised unless otherwise stated.

The estimated value after acquisition is based on the project being constructed in the manner proposed, as furnished to the appraiser as of the date of appraisal.

It is assumed that drainage, surface condition of land and easements, access, access during construction will not be detrimental to the value of the property, unless otherwise stated and addressed in the report.

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions except as noted. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
5. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Tampa Bay, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of

environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. Integra Realty Resources – Tampa Bay is not a building or environmental inspector. Integra Tampa Bay does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. Integra Realty Resources – Tampa Bay, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not

represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

Bruce D. Throdahl

Experience

Bruce Throdahl is a Managing Director for Integra Realty Resources Tampa Bay.

Mr. Throdahl has over 17 years of experience in real estate valuation and consulting. He has performed valuations on a variety of property types throughout the state of Florida including, but not limited to: apartment complexes; bars and nightclubs; hotels and motels; single and multi tenant industrial buildings; truck terminals; professional office buildings; day care facilities; restaurants; retail strip centers and freestanding retail buildings; golf courses, and vacant land for numerous uses.

Mr. Throdahl specializes in the analysis and valuation of agricultural land, commercial land, proposed subdivisions, planned unit developments, master planned communities, and developments of regional impact. A list of select signature properties Mr. Throdahl has provided appraisal services for include:

- * Village of Avalon – Hernando County
- * Mira Bay – Hillsborough County
- * Fishhawk Ranch – Hillsborough County
- * Waterset – Hillsborough County
- * Live Oak Preserve – Hillsborough County
- * Panther Trace – Hillsborough County
- * Stone Lake Ranch – Hillsborough County
- * Sugar Loaf Mountain – Lake County
- * Port Manatee Overlay District – Manatee County
- * Woods of Moccasin Wallow – Manatee County
- * Hillcrest Preserve – Pasco County
- * Bexley Ranch – Pasco County
- * Suncoast Crossings – Pasco County
- * Lakeshore Ranch – Pasco County
- * Longleaf – Pasco County
- * Meadow Point – Pasco County
- * Wentworth – Pinellas County
- * Turtle Beach – Pinellas County
- * Osceola Trace – Osceola County
- * Western Grove – St. Lucie County

In addition to valuation work, Mr. Throdahl has prepared highest and best use studies, market and feasibility studies, conducted appraisal reviews, business valuations, and has provided expert witness testimony in judicial proceedings. Mr. Throdahl's clients include lenders, government agencies, law firms, developers and institutional investors.

Licenses

Florida, Certified General Appraiser, RZ2826, Expires November 2024

Education

MBA, University of Louisville

B.A., Psychology, University of Louisville

APPRAISAL INSTITUTE COURSES:

bthrodahl@irr.com - 813.287.1000 x169



Integra Realty Resources - Tampa Bay

550 North Reo Street
Suite 220
Tampa, FL 33609

T 813.287.1000
F 813.281.0681

irr.com



Bruce D. Throdahl

Education (Cont'd)

Fundamental of Separating Real, Personal Property, & Intangible Business Assets (2012)
The Discounted Cash Flow Model: Concepts, Issues and Apps (2011)
Course 540 – Report Writing and Valuation Analysis (2007)
Course 530 – Advanced Sales Comparison & Cost Approach (2006)
Course 520 – Highest and Best Use (2006)
Course 510 – Advanced Income Capitalization (2004)
Course 420 – Business Practices and Ethics (2004)
Course 410 – Standards of Professional Practice Part A (2004)
Fundamentals of Separating Real, Personal Property, and Intangible Assets (2012)
Subdivision Valuation (2009)
Advanced Applications (2009)

CONTINUING EDUCATION SEMINARS:

Uniform Appraisal Standards for Federal Land Acquisitions (2007)
Business Practices and Ethics (2014)
Appraisal Institute Florida Appraisal Law (2014)
National USPAP Update Course (2014)
Appraisal Institute: Florida Appraisal Law (2014)
U.S. Department of Housing and Urban Development, Atlanta
HUD MAP Third Party Training, (2003)
USPAP and Florida Law – 2022
The FHA Handbook – 2022
Appraising for the VA – 2022
That's a Violation – 2022
Expert Witness Testimony - 2022
Valuation of Conservation Easements - 2020
Basic Hotel Appraising – 2018
Advanced Hotel Appraising – 2018
Appraisal of Fast-Food Facilities – 2016
Appraisal of Owner-Occupied Commercial Properties – 2016
Managing Appraisal Liabilities – 2016
Green Building for Appraisers - 2014

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About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com



Addendum B

Subject Property Information

Pasco County Public Records

1/31/24, 10:34 AM

Property Appraiser - Record Search

Parcel ID		12-26-21-0000-00900-0014 (Card: 001 of 1)							
Classification		00000-Vacant							
Mailing Address				Property Value					
ZEPHYR-RAIL INDUSTRIAL PARK INC				Just Value		\$22,934			
38606 FOSS LANE				Ag Land		\$0			
ZEPHYRHILLS, FL 33542				Land		\$22,934			
Physical Address				Building		\$0			
No Physical Address				Extra Features		\$0			
Legal Description (First 200 characters)									
COM AT SE COR OF NE 1/4 OF SEC 12 TH				Assessed		Non-School		School	
N00DEG17'32"E 662.23 FT TO POB TH						\$22,934		\$22,934	
S89DEG48'55"W 60 FT TH N00DEG15'37"E 979.14				Homestead Exemption		-\$0		-\$0	
FT TH N89DEG49'31"E 60 FT TH S00DEG15'37"W				Additional Exemptions		-\$0		-\$0	
979.14 FT TO POB									
Jurisdiction				Taxable Value		\$22,934		\$22,934	
CITY OF ZEPHYRHILLS									
Community Dev District									
N/A									
Land Detail (Card: 1 of 1)									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0100V	SFR	LP4-1	00ER	58806.000	SF	\$0.39	1.00	\$22,934
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity				Neighborhood Code(s)		
1.35	30ZH	--	None Reported				ZHLH		
Building Information - Use (Card: 1 of 1)									
Unimproved Parcel									
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year		Units		Value		
No Extra Features									
Sales History									
Previous Owner:				N/A					
Month/Year	Book/Page		Type		DOR Code		Condition		Amount
8/2023	10903 / 0719		Warranty Deed		18		V		\$0

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Property Appraiser - Record Search

Parcel ID		07-26-22-0010-04000-0010 (Card: 001 of 1)							
Classification		06000-Grzgsol Class1							
Mailing Address				Property Value					
ZEPHYR-RAIL INDUSTRIAL PARK INC				Just Value (Classified Use)		\$690			
PO BOX 566				Ag Land		\$690			
ZEPHYRHILLS, FL 33539				Land		\$7,418			
Physical Address				Building		\$0			
No Physical Address				Extra Features		\$0			
Legal Description (First 200 characters)						Non-School		School	
See Plat for this Subdivision									
ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG				Assessed		\$690		\$690	
55 THE WEST 50.00 FT OF TRACTS 40 & 41 & THE				Homestead Exemption		-\$0		-\$0	
WEST 80.00 FT OF TRACTS 56 & 57				Additional Exemptions		-\$0		-\$0	
Jurisdiction									
CITY OF ZEPHYRHILLS									
Community Dev District				Taxable Value		\$690		\$690	
N/A									
Land Detail (Card: 1 of 1)									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	6000V	Grazing 1	4R1-1	00LI	1.970	AC	\$0.80	0.20	\$7,418
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity				Neighborhood Code(s)		
1.97	30ZH	X	None Reported				NZHA		
Building Information - Use (Card: 1 of 1)									
Unimproved Parcel									
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year	Units	Value				
No Extra Features									
Sales History									
Previous Owner:			SYSCO NORTH CENTRAL FLORIDA						
Month/Year	Book/Page	Type	DOR Code	Condition	Amount				
12/2020	10245 / 2144	Warranty Deed	05	V	\$945,000				
5/2009	8089 / 1290	Warranty Deed	11	V	\$0				
9/2008	7943 / 0556	Warranty Deed		V	\$0				
10/2005	6674 / 1698	Warranty Deed		V	\$0				
12/1988	1770 / 1902	Warranty Deed		V	\$12,000				

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https://search.pascopa.com/parcel.aspx?parcel=2226070010040000010&limit=FromMap

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Property Appraiser - Record Search

Parcel ID		12-26-21-0290-00000-0060 (Card: 001 of 1)							
Classification		00000-Vacant							
Mailing Address				Property Value					
ZEPHYR-RAIL INDUSTRIAL PARK INC				Just Value		\$16,680			
PO BOX 566				Ag Land		\$0			
ZEPHYRHILLS, FL 33539				Land		\$16,680			
Physical Address				Building		\$0			
No Physical Address				Extra Features		\$0			
Legal Description (First 200 characters)									
UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4 LOT 6				Assessed		Non-School		School	
DESC AS COM AT SE COR OF NE1/4 TH NORTH				Homestead Exemption		\$16,680		\$16,680	
661.72 FT FOR POB TH WEST 333.80 FT TH SOUTH				Additional Exemptions		-\$0		-\$0	
128.18 FT TH EAST 333.67 TH NORTH 128.44 FT						-\$0		-\$0	
TO POB SUBJECT TO EASEMENT F[...]									
Jurisdiction				Taxable Value		\$16,680		\$16,680	
CITY OF ZEPHYRHILLS									
Community Dev District									
N/A									
Land Detail (Card: 1 of 1)									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0100V	SFR	LP4-1	00ER	42770.000	SF	\$0.39	1.00	\$16,680
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)			
0.98	30ZH	X	None Reported			ZHLH			
Building Information - Use (Card: 1 of 1)									
Unimproved Parcel									
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year	Units		Value			
No Extra Features									
Sales History									
Previous Owner:			4 RAIL LLC						
Month/Year	Book/Page	Type	DOR Code	Condition	Amount				
3/2021	10297 / 1026	Warranty Deed	05	V	\$400,000				
10/2005	6674 / 1698	Warranty Deed		V	\$0				
2/1989	1804 / 1428	Warranty Deed		V	\$0				
4/1985	1411 / 0960	Warranty Deed		V	\$0				
3/1985	1400 / 0274	Certificate of Title		V	\$0				
11/1951	0164 / 0435	Warranty Deed		V	\$0				

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Property Appraiser - Record Search

Parcel ID		12-26-21-0290-00000-0070 (Card: 001 of 1)							
Classification		00000-Vacant							
Mailing Address				Property Value					
ZEPHYR-RAIL INDUSTRIAL PARK INC				Just Value		\$16,692			
PO BOX 566				Ag Land		\$0			
ZEPHYRHILLS, FL 33539				Land		\$16,692			
Physical Address				Building		\$0			
No Physical Address				Extra Features		\$0			
Legal Description (First 200 characters)									
UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4 LOT 7				Assessed		Non-School		School	
DESC AS COM AT SE COR OF NE1/4 TH NORTH				Homestead Exemption		-\$0		-\$0	
533.28 FT FOR POB TH WEST 333.67 FT TH SOUTH				Additional Exemptions		-\$0		-\$0	
128.32 FT TH EAST 333.54 FT TH NORTH 128.32									
FT TO POB SUBJECT TO EASEMEN[...]									
Jurisdiction				Taxable Value		\$16,692		\$16,692	
CITY OF ZEPHYRHILLS									
Community Dev District									
N/A									
Land Detail (Card: 1 of 1)									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0100V	SFR	LP4-1	00ER	42800.000	SF	\$0.39	1.00	\$16,692
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)			
0.98	30ZH	X	None Reported			ZHLH			
Building Information - Use (Card: 1 of 1)									
Unimproved Parcel									
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year	Units	Value				
No Extra Features									
Sales History									
Previous Owner:			4 RAIL LLC						
Month/Year	Book/Page	Type	DOR Code	Condition	Amount				
3/2021	10297 / 1026	Warranty Deed	05	V	\$400,000				
10/2005	6674 / 1698	Warranty Deed		V	\$0				
2/1989	1804 / 1428	Warranty Deed		V	\$0				
4/1985	1411 / 0960	Warranty Deed		V	\$0				
3/1985	1400 / 0274	Certificate of Title		V	\$0				
11/1951	0164 / 0435	Warranty Deed		V	\$0				

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Property Appraiser - Record Search

Parcel ID		12-26-21-0290-00000-0080 (Card: 001 of 1)							
Classification		00000-Vacant							
Mailing Address				Property Value					
ZEPHYR-RAIL INDUSTRIAL PARK INC				Just Value		\$16,685			
PO BOX 566				Ag Land		\$0			
ZEPHYRHILLS, FL 33539				Land		\$16,685			
Physical Address				Building		\$0			
No Physical Address				Extra Features		\$0			
Legal Description (First 200 characters)									
UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4 LOT 8				Assessed		Non-School		School	
DESC AS COM AT SE COR OF NE1/4 TH NORTH				Homestead Exemption		\$16,685		\$16,685	
404.96 FT FOR POB TH WEST 333.54 FT TH SOUTH				Additional Exemptions		-\$0		-\$0	
128.32 FT TH EAST 333.41 FT TH NORTH 128.32									
FT SUBJECT TO EASEMENT FOR E[...]									
Jurisdiction				Taxable Value		\$16,685		\$16,685	
CITY OF ZEPHYRHILLS									
Community Dev District									
N/A									
Land Detail (Card: 1 of 1)									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0100V	SFR	LP4-1	00ER	42783.000	SF	\$0.39	1.00	\$16,685
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)			
0.98	30ZH	X	None Reported			ZHLH			
Building Information - Use (Card: 1 of 1)									
Unimproved Parcel									
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year	Units	Value				
No Extra Features									
Sales History									
Previous Owner:			4 RAIL LLC						
Month/Year	Book/Page	Type	DOR Code	Condition	Amount				
3/2021	10297 / 1026	Warranty Deed	05	V	\$400,000				
10/2005	6674 / 1698	Warranty Deed		V	\$0				
2/1989	1804 / 1428	Warranty Deed		V	\$0				
4/1985	1411 / 0960	Warranty Deed		V	\$0				
3/1985	1400 / 0274	Certificate of Title		V	\$0				
11/1951	0164 / 0435	Warranty Deed		V	\$0				

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Property Appraiser - Record Search

Parcel ID		12-26-21-0290-00000-0090 (Card: 001 of 1)							
Classification		00000-Vacant							
Mailing Address				Property Value					
ZEPHYR-RAIL INDUSTRIAL PARK INC				Just Value		\$16,679			
PO BOX 566				Ag Land		\$0			
ZEPHYRHILLS, FL 33539				Land		\$16,679			
Physical Address				Building		\$0			
No Physical Address				Extra Features		\$0			
Legal Description (First 200 characters)									
UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4 LOT 9				Assessed		Non-School		School	
DESC AS COM AT SE COR OF NE1/4 TH NORTH				Homestead Exemption		-\$0		-\$0	
276.64 FT FOR POB TH WEST 333.41 FT TH SOUTH				Additional Exemptions		-\$0		-\$0	
128.32 FT TH EAST 333.28 FT TH NORTH 128.32									
FT TO POB SUBJECT TO EASEMEN[...]									
Jurisdiction				Taxable Value		\$16,679		\$16,679	
CITY OF ZEPHYRHILLS									
Community Dev District									
N/A									
Land Detail (Card: 1 of 1)									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0100V	SFR	LP4-1	00ER	42766.000	SF	\$0.39	1.00	\$16,679
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)			
0.98	30ZH	Multiple Zones	None Reported			ZHLH			
Building Information - Use (Card: 1 of 1)									
Unimproved Parcel									
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year	Units	Value				
No Extra Features									
Sales History									
Previous Owner:			4 RAIL LLC						
Month/Year	Book/Page	Type	DOR Code	Condition	Amount				
3/2021	10297 / 1026	Warranty Deed	05	V	\$400,000				
10/2005	6674 / 1698	Warranty Deed		V	\$0				
2/1989	1804 / 1428	Warranty Deed		V	\$0				
4/1985	1411 / 0960	Warranty Deed		V	\$0				
3/1985	1400 / 0274	Certificate of Title		V	\$0				
11/1951	0164 / 0435	Warranty Deed		V	\$0				

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Property Appraiser - Record Search

Parcel ID		12-26-21-0290-00000-0100 (Card: 001 of 1)							
Classification		00000-Vacant							
Mailing Address				Property Value					
ZEPHYR-RAIL INDUSTRIAL PARK INC				Just Value		\$16,676			
PO BOX 566				Ag Land		\$0			
ZEPHYRHILLS, FL 33539				Land		\$16,676			
Physical Address				Building		\$0			
No Physical Address				Extra Features		\$0			
Legal Description (First 200 characters)				Assessed		Non-School		School	
UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4 LOT 10				Homestead Exemption		\$16,676		\$16,676	
DESC AS COM AT SE COR OF NE1/4 TH NORTH				Additional Exemptions		-\$0		-\$0	
148.32 FT FOR POB TH WEST 333.28 FT TH SOUTH									
148.32 FT TH EAST 333.15 FT MOL TH NORTH									
148.32 FT TO POB SUBJECT TO EA[...]									
Jurisdiction				Taxable Value		\$16,676		\$16,676	
CITY OF ZEPHYRHILLS									
Community Dev District									
N/A									
Land Detail (Card: 1 of 1)									
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value
1	0100V	SFR	LP4-1	00ER	42758.000	SF	\$0.39	1.00	\$16,676
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)			
0.98	30ZH	Multiple Zones	None Reported			ZHLH			
Building Information - Use (Card: 1 of 1)									
Unimproved Parcel									
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year	Units	Value				
No Extra Features									
Sales History									
Previous Owner:			4 RAIL LLC						
Month/Year	Book/Page	Type	DOR Code	Condition	Amount				
3/2021	10297 / 1026	Warranty Deed	05	V	\$400,000				
10/2005	6674 / 1698	Warranty Deed		V	\$0				
2/1989	1804 / 1428	Warranty Deed		V	\$0				
4/1985	1411 / 0960	Warranty Deed		V	\$0				
3/1985	1400 / 0274	Certificate of Title		V	\$0				
11/1951	0164 / 0435	Warranty Deed		V	\$0				

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2023 Tax Cards

Mike Fasano
Pasco County Tax Collector
"Thank You for allowing us to serve you."

2023 Paid Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Parcel / Account Number	Escrow	Tax District
07-26-22-0010-04000-0010		30ZH

Pay your current taxes online at www.pascotaxes.com

ZEPHYR-RAIL INDUSTRIAL PARK INC
 PO BOX 566
 ZEPHYRHILLS, FL 33539

UNKNOWN

ZEPHYRHILLS COLONY COMPANY LANDS
 PB 1 PG 55 THE WEST 50.00 FT OF TRA
 See Additional Legal on Tax Roll

Paid 11/17/2023

Receipt # 24-0-026266

\$15.33 Paid By Zephyr-Rail Industrial Park, Inc

Ad Valorem Taxes							
Taxing Authority		Telephone	Millage	Assessed Value	Exemption	Taxable Value	Taxes Levied
COUNTY COMMISSION - OPERATING		727-847-8980	7.5700	690	0	690	5.22
SCHOOL OPERATING STATE LAW		727-774-2268	3.2010	690	0	690	2.21
SCHOOL - CAPITAL OUTLAY		727-774-2268	1.5000	690	0	690	1.04
VOTER APPROVED - SCHOOL - ADDITIONAL OPERATING		727-774-2268	1.0000	690	0	690	0.69
SCHOOL - LOCAL DISCRETIONARY		727-774-2268	0.7480	690	0	690	0.52
COUNTY MUNICIPAL SERVICE FIRE DIST		727-847-8980	2.1225	690	0	690	1.46
CITY OF ZEPHYRHILLS		813-780-0000	6.2500	690	0	690	4.31
SW FLA WATER MANAGEMENT DISTRICT		800-423-1476	0.2043	690	0	690	0.14
PASCO COUNTY MOSQUITO CONTROL		727-376-4568	0.2545	690	0	690	0.18
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2019		727-847-8980	0.0234	690	0	690	0.02
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2020		727-847-8980	0.0526	690	0	690	0.04
VOTER APPROVED - COUNTY JAIL BOND 2019		727-847-8980	0.0293	690	0	690	0.02
VOTER APPROVED - COUNTY JAIL BOND 2021		727-847-8980	0.1228	690	0	690	0.08
VOTER APPROVED - COUNTY PARKS & REC BOND 2019		727-847-8980	0.0109	690	0	690	0.01
VOTER APPROVED - COUNTY PARKS & REC BOND 2022		727-847-8980	0.0122	690	0	690	0.01
VOTER APPROVED - COUNTY LIBRARIES BOND 2019		727-847-8980	0.0107	690	0	690	0.01
VOTER APPROVED - COUNTY LIBRARIES BOND 2021		727-847-8980	0.0098	690	0	690	0.01

Mike Fasano
Pasco County Tax Collector
"Thank You for allowing us to serve you."

2023 Paid Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Parcel / Account Number	Escrow	Tax District
12-26-21-0290-00000-0060		30ZH

Pay your current taxes online at www.pascotaxes.com

ZEPHYR-RAIL INDUSTRIAL PARK INC
 PO BOX 566
 ZEPHYRHILLS, FL 33539

UNKNOWN

UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4
 LOT 6 DESC AS COM AT SE COR OF
 See Additional Legal on Tax Roll

Paid 11/17/2023

Receipt # 24-0-026266

\$370.25 Paid By Zephyr-Rail Industrial Park, Inc

Taxing Authority		Ad Valorem Taxes					
		Telephone	Millage	Assessed Value	Exemption	Taxable Value	Taxes Levied
COUNTY COMMISSION - OPERATING		727-847-8980	7.5700	16,680	0	16,680	126.27
SCHOOL OPERATING STATE LAW		727-774-2268	3.2010	16,680	0	16,680	53.39
SCHOOL - CAPITAL OUTLAY		727-774-2268	1.5000	16,680	0	16,680	25.02
VOTER APPROVED - SCHOOL - ADDITIONAL OPERATING		727-774-2268	1.0000	16,680	0	16,680	16.68
SCHOOL - LOCAL DISCRETIONARY		727-774-2268	0.7480	16,680	0	16,680	12.48
COUNTY MUNICIPAL SERVICE FIRE DIST		727-847-8980	2.1225	16,680	0	16,680	35.40
CITY OF ZEPHYRHILLS		813-780-0000	6.2500	16,680	0	16,680	104.25
SW FLA WATER MANAGEMENT DISTRICT		800-423-1476	0.2043	16,680	0	16,680	3.41
PASCO COUNTY MOSQUITO CONTROL		727-376-4568	0.2545	16,680	0	16,680	4.25
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2019		727-847-8980	0.0234	16,680	0	16,680	0.39
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2020		727-847-8980	0.0526	16,680	0	16,680	0.88
VOTER APPROVED - COUNTY JAIL BOND 2019		727-847-8980	0.0293	16,680	0	16,680	0.49
VOTER APPROVED - COUNTY JAIL BOND 2021		727-847-8980	0.1228	16,680	0	16,680	2.05
VOTER APPROVED - COUNTY PARKS & REC BOND 2019		727-847-8980	0.0109	16,680	0	16,680	0.18
VOTER APPROVED - COUNTY PARKS & REC BOND 2022		727-847-8980	0.0122	16,680	0	16,680	0.20
VOTER APPROVED - COUNTY LIBRARIES BOND 2019		727-847-8980	0.0107	16,680	0	16,680	0.18
VOTER APPROVED - COUNTY LIBRARIES BOND 2021		727-847-8980	0.0098	16,680	0	16,680	0.16

Mike Fasano
Pasco County Tax Collector
"Thank You for allowing us to serve you."

2023 Paid Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Parcel / Account Number	Escrow	Tax District
12-26-21-0290-00000-0070		30ZH

Pay your current taxes online at www.pascotaxes.com

ZEPHYR-RAIL INDUSTRIAL PARK INC
 PO BOX 566
 ZEPHYRHILLS, FL 33539

UNKNOWN

UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4
 LOT 7 DESC AS COM AT SE COR OF
 See Additional Legal on Tax Roll

Paid 11/17/2023

Receipt # 24-0-026266

\$370.52 Paid By Zephyr-Rail Industrial Park, Inc

Taxing Authority		Ad Valorem Taxes					
		Telephone	Millage	Assessed Value	Exemption	Taxable Value	Taxes Levied
COUNTY COMMISSION - OPERATING		727-847-8980	7.5700	16,692	0	16,692	126.36
SCHOOL OPERATING STATE LAW		727-774-2268	3.2010	16,692	0	16,692	53.43
SCHOOL - CAPITAL OUTLAY		727-774-2268	1.5000	16,692	0	16,692	25.04
VOTER APPROVED - SCHOOL - ADDITIONAL OPERATING		727-774-2268	1.0000	16,692	0	16,692	16.69
SCHOOL - LOCAL DISCRETIONARY		727-774-2268	0.7480	16,692	0	16,692	12.49
COUNTY MUNICIPAL SERVICE FIRE DIST		727-847-8980	2.1225	16,692	0	16,692	35.43
CITY OF ZEPHYRHILLS		813-780-0000	6.2500	16,692	0	16,692	104.33
SW FLA WATER MANAGEMENT DISTRICT		800-423-1476	0.2043	16,692	0	16,692	3.41
PASCO COUNTY MOSQUITO CONTROL		727-376-4568	0.2545	16,692	0	16,692	4.25
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2019		727-847-8980	0.0234	16,692	0	16,692	0.39
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2020		727-847-8980	0.0526	16,692	0	16,692	0.88
VOTER APPROVED - COUNTY JAIL BOND 2019		727-847-8980	0.0293	16,692	0	16,692	0.49
VOTER APPROVED - COUNTY JAIL BOND 2021		727-847-8980	0.1228	16,692	0	16,692	2.05
VOTER APPROVED - COUNTY PARKS & REC BOND 2019		727-847-8980	0.0109	16,692	0	16,692	0.18
VOTER APPROVED - COUNTY PARKS & REC BOND 2022		727-847-8980	0.0122	16,692	0	16,692	0.20
VOTER APPROVED - COUNTY LIBRARIES BOND 2019		727-847-8980	0.0107	16,692	0	16,692	0.18
VOTER APPROVED - COUNTY LIBRARIES BOND 2021		727-847-8980	0.0098	16,692	0	16,692	0.16
			</				

Mike Fasano
Pasco County Tax Collector
"Thank You for allowing us to serve you."

2023 Paid Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Parcel / Account Number	Escrow	Tax District
12-26-21-0290-00000-0080		30ZH

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ZEPHYR-RAIL INDUSTRIAL PARK INC
 PO BOX 566
 ZEPHYRHILLS, FL 33539

UNKNOWN

UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4
 LOT 8 DESC AS COM AT SE COR OF
 See Additional Legal on Tax Roll

Paid 11/17/2023

Receipt # 24-0-026266

\$370.37 Paid By Zephyr-Rail Industrial Park, Inc

Taxing Authority		Ad Valorem Taxes					
		Telephone	Millage	Assessed Value	Exemption	Taxable Value	Taxes Levied
COUNTY COMMISSION - OPERATING		727-847-8980	7.5700	16,685	0	16,685	126.31
SCHOOL OPERATING STATE LAW		727-774-2268	3.2010	16,685	0	16,685	53.41
SCHOOL - CAPITAL OUTLAY		727-774-2268	1.5000	16,685	0	16,685	25.03
VOTER APPROVED - SCHOOL - ADDITIONAL OPERATING		727-774-2268	1.0000	16,685	0	16,685	16.69
SCHOOL - LOCAL DISCRETIONARY		727-774-2268	0.7480	16,685	0	16,685	12.48
COUNTY MUNICIPAL SERVICE FIRE DIST		727-847-8980	2.1225	16,685	0	16,685	35.41
CITY OF ZEPHYRHILLS		813-780-0000	6.2500	16,685	0	16,685	104.28
SW FLA WATER MANAGEMENT DISTRICT		800-423-1476	0.2043	16,685	0	16,685	3.41
PASCO COUNTY MOSQUITO CONTROL		727-376-4568	0.2545	16,685	0	16,685	4.25
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2019		727-847-8980	0.0234	16,685	0	16,685	0.39
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2020		727-847-8980	0.0526	16,685	0	16,685	0.88
VOTER APPROVED - COUNTY JAIL BOND 2019		727-847-8980	0.0293	16,685	0	16,685	0.49
VOTER APPROVED - COUNTY JAIL BOND 2021		727-847-8980	0.1228	16,685	0	16,685	2.05
VOTER APPROVED - COUNTY PARKS & REC BOND 2019		727-847-8980	0.0109	16,685	0	16,685	0.18
VOTER APPROVED - COUNTY PARKS & REC BOND 2022		727-847-8980	0.0122	16,685	0	16,685	0.20
VOTER APPROVED - COUNTY LIBRARIES BOND 2019		727-847-8980	0.0107	16,685	0	16,685	0.18
VOTER APPROVED - COUNTY LIBRARIES BOND 2021		727-847-8980	0.0098	16,685	0	16,685	0.16

Mike Fasano
Pasco County Tax Collector
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2023 Paid Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Parcel / Account Number	Escrow	Tax District
12-26-21-0290-00000-0090		30ZH

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ZEPHYR-RAIL INDUSTRIAL PARK INC
 PO BOX 566
 ZEPHYRHILLS, FL 33539

UNKNOWN

UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4
 LOT 9 DESC AS COM AT SE COR OF
 See Additional Legal on Tax Roll

Paid 11/17/2023

Receipt # 24-0-026266

\$370.22 Paid By Zephyr-Rail Industrial Park, Inc

Taxing Authority		Ad Valorem Taxes					
		Telephone	Millage	Assessed Value	Exemption	Taxable Value	Taxes Levied
COUNTY COMMISSION - OPERATING		727-847-8980	7.5700	16,679	0	16,679	126.26
SCHOOL OPERATING STATE LAW		727-774-2268	3.2010	16,679	0	16,679	53.39
SCHOOL - CAPITAL OUTLAY		727-774-2268	1.5000	16,679	0	16,679	25.02
VOTER APPROVED - SCHOOL - ADDITIONAL OPERATING		727-774-2268	1.0000	16,679	0	16,679	16.68
SCHOOL - LOCAL DISCRETIONARY		727-774-2268	0.7480	16,679	0	16,679	12.48
COUNTY MUNICIPAL SERVICE FIRE DIST		727-847-8980	2.1225	16,679	0	16,679	35.40
CITY OF ZEPHYRHILLS		813-780-0000	6.2500	16,679	0	16,679	104.24
SW FLA WATER MANAGEMENT DISTRICT		800-423-1476	0.2043	16,679	0	16,679	3.41
PASCO COUNTY MOSQUITO CONTROL		727-376-4568	0.2545	16,679	0	16,679	4.24
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2019		727-847-8980	0.0234	16,679	0	16,679	0.39
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2020		727-847-8980	0.0526	16,679	0	16,679	0.88
VOTER APPROVED - COUNTY JAIL BOND 2019		727-847-8980	0.0293	16,679	0	16,679	0.49
VOTER APPROVED - COUNTY JAIL BOND 2021		727-847-8980	0.1228	16,679	0	16,679	2.05
VOTER APPROVED - COUNTY PARKS & REC BOND 2019		727-847-8980	0.0109	16,679	0	16,679	0.18
VOTER APPROVED - COUNTY PARKS & REC BOND 2022		727-847-8980	0.0122	16,679	0	16,679	0.20
VOTER APPROVED - COUNTY LIBRARIES BOND 2019		727-847-8980	0.0107	16,679	0	16,679	0.18
VOTER APPROVED - COUNTY LIBRARIES BOND 2021		727-847-8980	0.0098	16,679	0	16,679	0.16

Mike Fasano
Pasco County Tax Collector
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2023 Paid Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Parcel / Account Number	Escrow	Tax District
12-26-21-0290-00000-0100		30ZH

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ZEPHYR-RAIL INDUSTRIAL PARK INC
 PO BOX 566
 ZEPHYRHILLS, FL 33539

UNKNOWN

UNREC SUB OF SE1/4 OF SE1/4 OF NE1/4
 LOT 10 DESC AS COM AT SE COR OF
 See Additional Legal on Tax Roll

Paid 11/17/2023

Receipt # 24-0-026266

\$370.16 Paid By Zephyr-Rail Industrial Park, Inc

		Ad Valorem Taxes					
Taxing Authority		Telephone	Millage	Assessed Value	Exemption	Taxable Value	Taxes Levied
COUNTY COMMISSION - OPERATING		727-847-8980	7.5700	16,676	0	16,676	126.24
SCHOOL OPERATING STATE LAW		727-774-2268	3.2010	16,676	0	16,676	53.38
SCHOOL - CAPITAL OUTLAY		727-774-2268	1.5000	16,676	0	16,676	25.01
VOTER APPROVED - SCHOOL - ADDITIONAL OPERATING		727-774-2268	1.0000	16,676	0	16,676	16.68
SCHOOL - LOCAL DISCRETIONARY		727-774-2268	0.7480	16,676	0	16,676	12.47
COUNTY MUNICIPAL SERVICE FIRE DIST		727-847-8980	2.1225	16,676	0	16,676	35.39
CITY OF ZEPHYRHILLS		813-780-0000	6.2500	16,676	0	16,676	104.23
SW FLA WATER MANAGEMENT DISTRICT		800-423-1476	0.2043	16,676	0	16,676	3.41
PASCO COUNTY MOSQUITO CONTROL		727-376-4568	0.2545	16,676	0	16,676	4.24
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2019		727-847-8980	0.0234	16,676	0	16,676	0.39
VOTER APPROVED - COUNTY FIRE RESCUE BOND 2020		727-847-8980	0.0526	16,676	0	16,676	0.88
VOTER APPROVED - COUNTY JAIL BOND 2019		727-847-8980	0.0293	16,676	0	16,676	0.49
VOTER APPROVED - COUNTY JAIL BOND 2021		727-847-8980	0.1228	16,676	0	16,676	2.05
VOTER APPROVED - COUNTY PARKS & REC BOND 2019		727-847-8980	0.0109	16,676	0	16,676	0.18
VOTER APPROVED - COUNTY PARKS & REC BOND 2022		727-847-8980	0.0122	16,676	0	16,676	0.20
VOTER APPROVED - COUNTY LIBRARIES BOND 2019		727-847-8980	0.0107	16,676	0	16,676	0.18
VOTER APPROVED - COUNTY LIBRARIES BOND 2021		727-847-8980	0.0098	16,676	0	16,676	0.16
		Total Millage	23.1220	Total Ad Valorem Taxes			\$385.58
Levying Authority		Non-Ad Valorem Taxes					Amount
		Telephone					

Deeds

INSTR# **2021047822** OR BK **10297** PG **1026** Page 1 of 3
03/10/2021 11:07 AM Rcpt: 2271119 Rec: 27.00 DS: 2800.00 IT: 0.00
Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller

Prepared by and return to:
Jon L. Auvil, For
Meridian Title Company, Inc.
37837 Meridian Avenue Suite 100
Dade City, FL 33525
352-567-1241
File Number: 20-12-09RD
SALES PRICE: \$400,000.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4th day of March, 2021 between 4 Rail, LLC, a Florida limited liability company whose post office address is 39646 Fig Ave, Zephyrhills, FL 33540, grantor,

and Zephyr-Rail Industrial Park, Inc. whose post office address is 38606 Foss Lane, Zephyrhills, FL 33539, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida to-wit:

The South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, in Section 12, Township 26 South, Range 21 East, Pasco County, Florida.

Parcel Identification Number: 12-26-21-0000-00900-0012

AND

PARCEL 5: Lot 6 of the unrecorded subdivision of the Southeast 1/4 of Southeast 1/4 of the Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 661.72 feet for POINT OF BEGINNING; thence West 333.80 feet; thence South 128.18 feet; thence East 333.67 feet; thence North 128.44 feet to POINT OF BEGINNING;

Parcel Identification Number: 12-26-21-0290-00000-0060

AND

PARCEL 7: Lot 7 of the unrecorded subdivision of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 533.28 feet for POINT OF BEGINNING; thence West 333.67 feet; thence South 128.32 feet; thence East 333.54 feet; thence North 128.32 feet to POINT OF BEGINNING;

Parcel Identification Number: 12-26-21-0290-00000-0070

AND

PARCEL 8: Lot 8 of the unrecorded subdivision of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 404.96 feet for POINT OF

DoubleTime®

BEGINNING; thence West 333.54 feet; thence South 128.32 feet; thence East 333.41 feet; thence North 128.32 feet;
Parcel Identification Number: 12-26-21-0290-00000-0080

AND

PARCEL 9: Lot 9 of the unrecorded subdivision of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 276.64 feet for POINT OF BEGINNING; thence West 333.41 feet; thence South 128.32 feet; thence East 333.28 feet; thence North 128.32 feet to POINT OF BEGINNING.

Parcel Identification Number: 12-26-21-0290-00000-0090

AND

PARCEL 10: Lot 10 of the unrecorded subdivision of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 148.32 feet for POINT OF BEGINNING; thence West 333.28 feet; thence South 148.32 feet; thence East 333.15 feet more or less; thence North 148.32 feet to POINT OF BEGINNING.

Parcel Identification Number: 12-26-21-0290-00000-0100

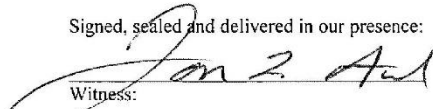
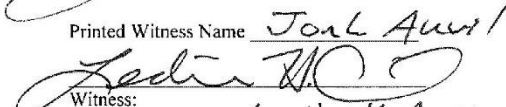
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

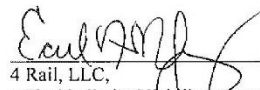
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**, zoning and/or restrictions imposed by governmental authority, and easements, restrictions and reservations of record, if any, however this reference shall not serve to reimpose same.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

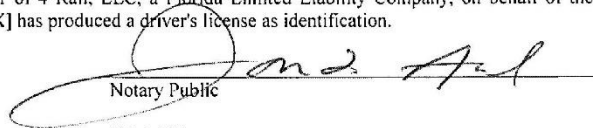
Witness: 
Printed Witness Name Jon L. Auvil
Witness: 
Printed Witness Name Leslie H. Auvil


4 Rail, LLC,
a Florida limited liability company
By: Earl H. Young
Its: Manager

State of Florida
County of Pasco

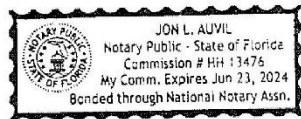
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of March, 2021 by Earl H. Young, Manager of 4 Rail, LLC, a Florida Limited Liability Company, on behalf of the company, who ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: _____

My Commission Expires: _____



INSTR# **2020221267** OR BK **10245** PG **2144** Page 1 of 3
12/28/2020 10:06 AM Rcpt: 2241933 Rec: 27.00 DS: 6615.00 IT: 0.00
Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller

Return to:
Jennie Clayton
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
404-558-7768
File No. FL252009177JC

Prepared by ~~and returned to~~:
Fidelity National Title
2651 N. Harwood, Suite 450
Dallas, TX 75201

H 100034 2000322

Property Appraiser's ID #: 12-26-21-0000-0900-0011; 12-26-21-0000-0900-0000; 12-26-21-002C-00100-0020; and
07-26-22-0010-04000-0010

WARRANTY DEED

This Warranty Deed is executed to be effective the 17th day of December, 2020, by Sysco North Central Florida, Inc., a Delaware corporation ("Grantor") whose address is 1390 Enclave Parkway, Houston, Texas 77077 to **Zephyr-Rail Industrial Park, Inc.**, a Florida corporation ("Grantee") whose post office address is P O Box 566, Zephyrhills, Florida, 33536.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that Grantor, for the sum of \$10 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

SEE ATTACHED 'EXHIBIT A'

This conveyance is subject to easements, restrictions, reservations, and limitations of record, if any, **and together with** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

And, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land; and that Grantor will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, Grantor has signed and sealed these presents the day and year below written.

[signature page to follow]

Initials *Gwe*

Signed, sealed and delivered as to all Grantors in the presence of the following witnesses, on the date of the acknowledgement below to be effective as of the date first stated above:

SYSKO NORTH CENTRAL FLORIDA, INC.,
A Delaware corporation

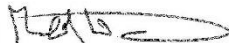

Signature of Witness 1


Print Name of Witness 1


Signature of Witness 2


Print Name of Witness 2

State of TEXAS
County of Harris

BY: 
GERALD W. CLANTON, VICE PRESIDENT

The foregoing instrument was acknowledged before me by means of ☒ physical presence ~~or~~ ~~online notarization~~, this 11th day of December, 2020, by GERALD W. CLANTON, VICE PRESIDENT, of Sysco North Central Florida, Inc., a Delaware corporation, on behalf of said corporation, ☒ who is personally known to me ~~or~~ ~~who has produced~~ _____ as identification.

(SEAL)

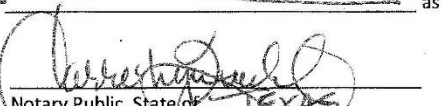

Notary Public, State of TEXAS
My Commission Expires: May 12, 2021



Exhibit "A"
Legal Description

Parcel 1:

Northeast 1/4 of the Northeast 1/4, less the North 109.77 feet thereof; and Northeast 1/4 of Southeast 1/4 of the Northeast 1/4; and the North 1/2 of the Northwest 1/4 of Southeast 1/4 of Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida.

And

Parcel 2:

That part of the Northwest 1/4 of the Northeast 1/4, lying East of the Atlantic Coast Line Railroad in Section 12, Township 26 South, Range 21 East, Pasco County, Florida.

And

Parcel 3:

The North 1/2 of Tract 1, in Yinglings Acreage, being the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 in Section 12, Township 26 South, Range 21 East, according to the Map of Zephyrhills Colony Company's Lands, as recorded in Plat Book 2, Page 16, of the Public Records of Pasco County, Florida.

And

Parcel 4:

The West 50.00 feet of Tracts 40 and 41, together with the West 80.00 feet of Tracts 56 and 57, Zephyrhills Colony Company Lands, in Section 7, Township 26 South, Range 22 East, according to the Map or Plat thereof, as recorded in Plat Book 2, Page 6, of the Public Records of Pasco County, Florida.

Addendum C

Comparable Data

Land Sales

Location & Property Identification

Property Name: Land Hwy 301 Dade City
 Sub-Property Type: Commercial, Industrial
 Address: 9320 US Hwy 301
 City/State/Zip: Dade City, FL 33525
 County: Pasco

Market Orientation: Rural
 Property Location: E/S of U.S. Highway 301
 IRR Event ID: 3192191



Verification Type: Confirmed-Other

Sale Information

Sale Price: \$900,000
 Effective Sale Price: \$900,000
 Sale Date: 08/04/2023
 Listing Price: \$900,000
 Sale Status: Closed
 \$/SF GBA: \$937.50
 \$/SF NRA: \$937.50
 \$/Acre(Gross): \$100,000
 \$/Land SF(Gross): \$2.30
 \$/Acre(Usable): \$100,000
 \$/Land SF(Usable): \$2.30
 Grantor/Seller: Clyde A. Biston and Judith Mae Biston
 Grantee/Buyer: Florida Pyramids Tire and Rubber Products, LLC
 Assets Sold: Real estate only
 Property Rights: Fee Simple
 % of Interest Conveyed: 100.00
 Exposure Time: 44 (months)
 Financing: Cash to seller
 Conditions of Sale: Arm's-length
 Document Type: Deed
 Recording No.: 10867 / 2595
 Rent Controlled: No
 Verified By: Hunter Brzak
 Verification Date: 01/18/2024
 Confirmation Source: Costar, PR

Improvement and Site Data

MSA: Tampa-St. Petersburg-Clearwater, FL
 Legal/Tax/Parcel ID: 23-25-21-0000-00700-0000
 GBA-SF: 960
 NRA-SF: 960
 Acres(Usable/Gross): 9.00/9.00
 Land-SF(Usable/Gross): 392,040/392,040
 Usable/Gross Ratio: 1.00
 Year Built: 1960
 Property Class: C
 M&S Class: C
 Construction Quality: Average
 Improvements Cond.: Fair
 No. of Buildings/Stories: 1/2
 Shape: Rectangular
 Topography: Level
 Vegetation: Trees and grasses
 Corner Lot: No
 Frontage Feet: 335
 Frontage Desc.: US Hwy 301
 Frontage Type: 2 way, 2 lanes each way
 Traffic Control at Entry: Turn lane
 Traffic Flow: Moderate
 Visibility Rating: Good
 Zoning Code: I/C-3

Improvement and Site Data (Cont'd)

Zoning Desc.:	Ind. Light Manufacturing/Commercial District
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	12101C0295F
Date:	09/26/2014
Utilities Desc.:	All assumed available
Source of Land Info.:	Public Records

Comments

This vacant commercial lot consists of nine (9) gross acres or 392,040 gross square feet, all of which is usable. The property is zoned C-3 (Light Manufacturing/Commercial) with a FLU of IH (Heavy Industrial). It is located along the east side of U.S. Highway 301, north of Bailey Hill Road in Dade City, Pasco County, Florida. The land last sold in August 2023 for \$900,000 or \$2.30 per usable square foot of land area. The property was exposed to the market for 1,315 days and sold at full value.



Location & Property Identification

Property Name: Yonkers - Industrial Land
 Sub-Property Type: Commercial, Industrial
 Address: 40051 Yonkers Blvd.
 City/State/Zip: Zephyrhills, FL 33540
 County: 33540

 Market Orientation: Industrial Park

 IRR Event ID: 3196277



Sale Information

Sale Price: \$850,000
 Effective Sale Price: \$850,000
 Sale Date: 05/27/2022
 Sale Status: Closed
 \$/Acre(Gross): \$106,650
 \$/Land SF(Gross): \$2.45
 \$/Acre(Usable): \$106,650
 \$/Land SF(Usable): \$2.45
 Grantor/Seller: Southern Ventures, LLP
 Grantee/Buyer: Brian Capparelli & Laurie R. Milam

 Property Rights: Fee Simple
 % of Interest Conveyed: 100.00
 Financing: Cash to seller
 Conditions of Sale: Arm's-length
 Document Type: Warranty Deed
 Recording No.: 10624/3763
 Verification Type: Secondary Verification

Zoning Code: I1
 Zoning Desc.: Industrial
 Utilities Desc.: All available
 Source of Land Info.: Public Records

Comments

The property is located at the southeast corner of Yonkers Boulevard and Chancey Road. The site is zoned I1 allowing for a wide variety of industrial uses.

Improvement and Site Data

Legal/Tax/Parcel ID: 19-26-11-0000-00400-0012
 Acres(Usable/Gross): 7.97/7.97
 Land-SF(Usable/Gross): 347,173/347,173
 Usable/Gross Ratio: 1.00
 Shape: Rectangular
 Topography: Level
 Corner Lot: Yes

Location & Property Identification

Property Name:	Bell Street Vacant Land
Sub-Property Type:	Commercial, Industrial
Address:	Bell Street
City/State/Zip:	Zephyrhills, FL 33542
County:	Pasco
Market Orientation:	Suburban
Property Location:	Northern terminus of Bell St, just north of 6th Avenue
IRR Event ID:	3195634



Sale Information

Sale Price:	\$2,500,000
Effective Sale Price:	\$2,500,000
Sale Date:	12/21/2021
Sale Status:	Closed
\$/Acre(Gross):	\$105,708
\$/Land SF(Gross):	\$2.43
\$/Acre(Usable):	\$105,708
\$/Land SF(Usable):	\$2.43
Grantor/Seller:	Zephyr-Rail Industrial Park, Inc.
Grantee/Buyer:	Department of Military Affairs
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	10535 / 2668
Verified By:	Hunter Brzak
Verification Date:	01/29/2024
Confirmation Source:	PR
Verification Type:	Confirmed-Other

MSA:	Tampa-St. Petersburg-Clearwater, FL
Legal/Tax/Parcel ID:	12/26/21/0000/00900/0012, 12/26/21/0000/00900/0013
Acres(Usable/Gross):	23.65/23.65
Land-SF(Usable/Gross):	1,030,194/1,030,194
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Level
Vegetation:	Trees and grasses
Corner Lot:	No
Frontage Desc.:	No Direct Frontage
Frontage Type:	2 way, 1 lane each way
Traffic Control at Entry:	None
Traffic Flow:	Low
AccessibilityRating:	Average
Visibility Rating:	Average
Zoning Code:	I-2
Zoning Desc.:	Light Industrial
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	12101C0456F
Date:	09/26/2014
Utilities Desc.:	All assumed available
Source of Land Info.:	Public Records

Improvement and Site Data

Comments

This vacant commercial land property last sold in December 2021 for \$2,500,000 or \$2.43 per square foot of land area. The property is located at the northern terminus of Bell Street, just north of 6th Avenue in Zephyrhills, Pasco County, Florida. The total site area is 23.65 acres or 1,030,194 square feet, all of which is usable. The land is zoned I-2 (Light Industrial) with a future land use of Industrial.



Location & Property Identification

Property Name:	U.S. Highway 301 Commercial Land
Sub-Property Type:	Commercial
Address:	9245 U.S. Highway 301
City/State/Zip:	Zephyrhills, FL 33541
County:	Pasco
Market Orientation:	Rural
Property Location:	W/S of US Hwy 301, at the terminus of Wire Rd
IRR Event ID:	2933847



Sale Information

Sale Price:	\$525,000
Effective Sale Price:	\$525,000
Sale Date:	11/04/2021
Listing Price:	\$525,000
Sale Status:	Closed
\$/Acre(Gross):	\$97,946
\$/Land SF(Gross):	\$2.25
\$/Acre(Usable):	\$97,946
\$/Land SF(Usable):	\$2.25
Grantor/Seller:	Acme Development Corp.
Grantee/Buyer:	Maximus Zephyrhills Florida, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	10480 / 0590
Verified By:	Kara Phillips, MAI
Verification Date:	10/12/2022
Confirmation Source:	Steve Toner, SVN
Verification Type:	Confirmed-Seller Broker

Land-SF(Usable/Gross):	233,484/233,484
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Traffic Control at Entry:	None
Traffic Flow:	High
AccessibilityRating:	Average
Visibility Rating:	Average
Zoning Code:	C-2
Zoning Desc.:	Commercial
Source of Land Info.:	Public Records

Comments

This is the November 2021 sale of a parcel of vacant, commercially zoned land located along U.S. Highway 301, a primary north/south thoroughfare in Pasco County and beyond. The site contains 233,484 square feet, all of which are usable uplands. The site has a mostly rectangular shape and is an interior lot. It sold for \$525,000, which was the asking price.

Improvement and Site Data

Legal/Tax/Parcel ID:	22-25-21-0010-09600-0000
Acres(Usable/Gross):	5.36/5.36

Location & Property Identification

Property Name:	Townsend Road Industrial Land
Sub-Property Type:	Commercial, Industrial
Address:	40263 Townsend Rd.
City/State/Zip:	Dade City, FL 33525
County:	Pasco
Market Orientation:	Suburban
Property Location:	NWC of Townsend Rd & Old Lakeland Hwy
IRR Event ID:	2683882



Sale Information

Sale Price:	\$382,000
Effective Sale Price:	\$382,000
Sale Date:	06/25/2021
Sale Status:	Closed
\$/Acre(Gross):	\$76,400
\$/Land SF(Gross):	\$1.75
\$/Acre(Usable):	\$76,400
\$/Land SF(Usable):	\$1.75
Grantor/Seller:	BMI, LLC
Grantee/Buyer:	Kerry Mathew and Brian Post

Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	10380/2185
Verified By:	Byron R. Todd
Verification Date:	07/25/2021
Confirmation Source:	Phyllis Purvis - Coldwell Banker
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	18-25-22-0000-00500-0040
Acres(Usable/Gross):	5.00/5.00
Land-SF(Usable/Gross):	217,800/217,800

Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Corner Lot:	Yes
Traffic Control at Entry:	None
Traffic Flow:	Moderate
AccessibilityRating:	Average
Visibility Rating:	Average
Zoning Code:	I1
Zoning Desc.:	Industrial Light
Utilities:	Electricity, Water Public, Sewer, Telephone
Source of Land Info.:	Public Records

Comments

This represents a sale of a 5.0 acre tract of land located at the northwest corner of Old Lakeland Highway and Townsend Road, in Dade City, Pasco County, Florida. The site was generally cleared at the time of sale and contained an old concrete pad from a former home on the site. According to the selling broker, the property was zoned for residential and the sale was contingent upon the site being rezoned to light industrial prior to closing. The site sold on June 25, 2021 for \$382,000, or \$1.75 per square foot.

Addendum D

Engagement Letter

Integra Realty Resources
Tampa-Bay

550 N. Reo Street
Suite 220
Tampa, FL 33609

T 813-287-1000
F 813-281-0681
Tampabay@irr.com
www.irr.com/tampa



January 10, 2024

City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542
P: (813) 780-0000
kmiller@ci.zephyrhills.fl.us

SUBJECT: Proposal/Authorization for Valuation Services Summary Report

Property:	Land – Zephyrhills	
Parcel Numbers:		07-26-22-0010-04000-0010 12-26-21-0290-00000-0060 12-26-21-0290-00000-0070 12-26-21-0290-00000-0080 12-26-21-0290-00000-0090 12-26-21-0290-00000-0100 12-26-21-0290-00900-0012 12-26-21-0290-00900-0013

Please find the enclosed quote. Our fee for this assignment will be \$2,500 which includes out-of-pocket expenses. The report(s) will be completed and delivered to you within 2.5 weeks from engagement.

We look forward to working with you.

A handwritten signature in blue ink, reading "Bruce D. Throdahl". The signature is stylized, with the first name "Bruce" and last name "Throdahl" clearly legible, and the middle initial "D." in between.

Bruce D. Throdahl, Managing Director
Florida Certified General Real Estate Appraiser Certification # RZ2826



APPRAISAL REPORT

A Proposed Right-Of-Way Acquisition

**Located at the intersection of
6th Avenue and South Avenue
Zephyrhills, Pasco County, Florida**

Project Name: South Avenue Extension
PO# 20231117

Property Owner – Zephyr-Rail Industrial Park, Inc.

Prepared for

Mr. Shane Le Blanc
Public Works Director
City of Zephyrhills
53355 8th Street
Zephyrhills, Florida 33542

Prepared by

LEE PALLARDY, INC.
609 East Jackson Street, Suite 200
Tampa, Florida 33602

LEE PALLARDY, INC.

Real Estate – Appraiser, Broker & Consultant

LEE PALLARDY, MAI (1892-1967)
LEE PALLARDY, JR., MAI (1920-1987)
LEE F. PALLARDY, III, MAI STATE CERT. GEN. REA 0000121
JAMIE M. MYERS, MAI STATE CERT. GEN. REA 0000221
JAMES M. TALLEY, JR., MAI, SRA STATE CERT. GEN. REA 0001649
DAVID M. TAULBEE, MAI STATE CERT. GEN. REA 0001435

609 E. JACKSON STREET, SUITE 200
TAMPA, FLORIDA 33602-4906
TELEPHONE (813) 221-3700
FAX (813) 223-4140
www.leepallardyinc.com

October 31, 2023

Mr. Shane Le Blanc
Public Works Director
City of Zephyrhills
53355 8th Street
Zephyrhills, Florida 33542

RE: **A Proposed Right-Of-Way Acquisition**

Located at the intersection of 6th Avenue and South Avenue
Zephyrhills, Pasco County, Florida
Project Name: South Avenue Extension
Property Owner: Zephyr-Rail Industrial Park, Inc.

Dear Mr. LeBlanc:

In accordance with Purchase Order No. 20231117, dated July 31, 2023, I inspected the referenced property on August 9, 2023, and more recently on October 28, 2023. The purpose of the property inspection and appraisal herein was to provide an opinion of the fee simple market value of a proposed acquisition of land from a property identified herein, plus damages or enhancements, if any, to the remainder. The City of Zephyrhills, for purposes of a Road Extension Project on South Avenue, proposes to acquire an irregular, but generally rectangular parcel containing 4.794 acres (mol), or approximately 208,827 square feet of land. I have made a careful and thorough investigation of the local real estate market, recent land sales, and have performed analyses of matters pertinent to my opinion of the market value of this proposed right-of-way acquisition, and any damages resulting therefrom.

The proposed right-of-way acquisition includes land located at the intersection of 6th Avenue and South Avenue, within the City of Zephyrhills, Florida. This parcel is currently a portion of a larger parcel (Parent Tract) comprising 8.227 acres of vacant land with no improvements, owned by Zephyr-Rail Industrial Park, Inc. The proposed acquisition is approximately 1,621.12 feet in length, being approximately 60 feet wide on the north and 428.71 feet on the south. I have reviewed the parcel sketch prepared by DC Johnson and Associates Surveying and Mapping, dated July 24, 2023 for the proposed right-of-way acquisition, as well as the Preliminary Road Construction Plans prepared by BGE, Inc., dated June 14, 2023, for the proposed right-of-way, referred to as the South Avenue Extension.

Mr. Shane Le Blanc
Public Works Director
City of Zephyrhills

-2-

October 31, 2023

The acquisition for a proposed right-of-way (South Avenue Extension) will include 4.794 acres of the 8.227± acre Parent Tract, which represents about 58% of the land area. The Remainder Tract will be reduced in size to 3.433 acres and will still have frontage on the north side of 6th Avenue, and upon completion of the proposed right-of-way, will also have frontage on the west side of the new South Avenue right-of-way. In my opinion, the Remainder Tract will not be damaged. I have concluded to a market value opinion pertaining to the land in the area of acquisition based on an appraisal of the Parent Tract.

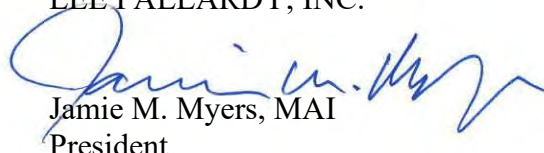
It is my opinion that, as of October 28, 2023, the fee simple market value of the proposed acquisition area, land only, is:

FOUR HUNDRED FIFTY THOUSAND DOLLARS
(\$450,000)

The following appraisal report presents the data and analyses used in arriving at the final opinion of market value, describes the reasoning process, and states the assumptions and limiting conditions that apply. This report is identified as an *Appraisal Report*, which was prepared in conformance with requirements set forth by Standards Rule 2-2(a) of the 2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP), effective January 1, 2020 and extended through December 31, 2023. It has been prepared in accordance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The Standards of Professional Appraisal Practice of the Appraisal Institute include the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Standards Board of the Appraisal Foundation. The value conclusion rendered herein was not based on a requested minimum valuation and/or a specific valuation.

Respectfully submitted,

LEE PALLARDY, INC.



Jamie M. Myers, MAI
President

State-Certified General Real Estate Appraiser RZ221

JMM:tkh
File #23-07-037

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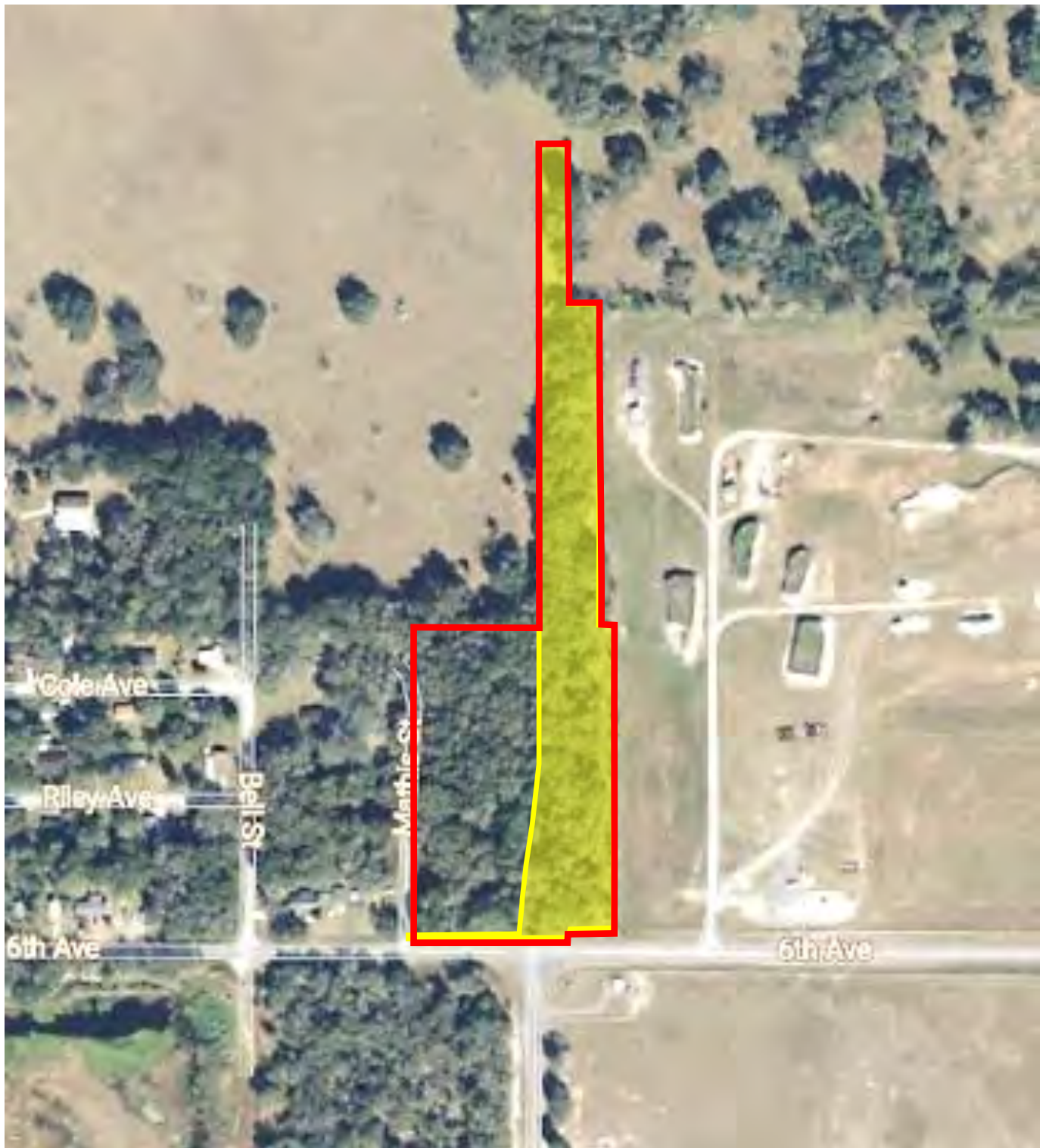
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AERIAL OF PARENT TRACT AND ACQUISITION



— Parent Tract Propose Right-of-Way Acquisition

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Project: South Avenue Extension

County: Pasco

Dates of Inspection: August 8, 2023; October 28, 2023

Date of Value: October 28, 2023

Owner of Record: Zephyr-Rail Industrial Park, Inc.
Post Office Box 566
Zephyrhills, Florida 33539

Location: At the intersection of 6th Avenue and South Avenue,
Zephyrhills, Pasco County, Florida.

Property Type/Use: Vacant industrial land

Parcel ID Numbers: 07-26-22-0010-04000-0010; 12-26-21-0290-00000-0060,
12-26-21-0290-00000-0070, 12-26-21-0290-00000-0080,
12-26-21-0290-00000-0090, 12-26-21-0290-00000-0100,
12-26-21-0000-00900-0012; 12-26-21-0000-00900-0013

Site Size: Parent Tract - 8.227± acres, or 358,368.120 square feet
Acquisition - 4.794± acres, or 208,843.269 square feet
Remainder - 3.433± acres, or 149,524.851 square feet

Improvements within the Acquisition: None

Zoning/Land Use: LI (Light Industrial) / IN (Industrial), by the City of
Zephyrhills

Property Rights Appraised: Fee Simple Estate

Highest and Best Use: Industrial uses

**Market Value of Proposed
Acquisition, as of October 28, 2023: \$450,000**

SCOPE OF WORK

Purpose of Report

The purpose of this appraisal is to provide my opinion of the market value in fee simple of a proposed right-of-way acquisition, and any damages to the remainder resulting therefrom. My opinion of value is effective as of October 28, 2023, the date of the most recent property inspection.

Property Rights Appraised

The unencumbered fee simple estate has been appraised, subject to easements.

Definition of Fee Simple Estate

The most complete form of ownership is the fee simple estate—i.e., the *absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat*.¹

Definition of Market Value

The following market value definition is found in Florida case law, (Florida State Road Dept. v. Stack, 231 S0.2d859 Fla., 1st DCA 1969).

“Value” as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, acquisition into consideration all uses to which property is adapted and might reasonably be applied.”²

Definition of Easement

An easement is an interest in real property that transfers use, but not ownership, of a portion of an owner’s property.³

Definition of Reasonable Exposure Time

Exposure time is defined by the Appraisal Standards Board of the Appraisal Foundation as: “an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”⁴

Based on the comparable sales information contained in this report, information gathered through sales verification, and interviews with knowledgeable market participants, it is my opinion that the reasonable exposure time is 9 months or less.

1 *The Appraisal of Real Estate*, 15th Edition, Appraisal Institute, 2020, Page 60.

2 *Florida Department of Transportation, Right of Way Manual, Section 6.2 – Supplemental Standards of Appraisal*, revised January 1, 2012, Page 6-2-18.

3 *The Appraisal of Real Estate*, 15th Edition, Appraisal Institute, 2020, Pages 64-65.

4 *Uniform Standards of Professional Appraisal Practice*, The Appraisal Foundation, 2020-2021, Page 4.

SCOPE OF WORK

(Continued)

Intended Use of Appraisal

The City of Zephyrhills plans to extend South Avenue northward from 6th Avenue to provide access for undeveloped acreage lying north of 6th Avenue. The proposed area of acquisition includes 4.794 acre of land. This appraisal will be used as evidence of market value for negotiating an acquisition.

Intended User of Report

The intended user of this report is the client/entity to whom this report is addressed and/or legal counsel for the City of Zephyrhills.

Appraisal Development, Reporting, and Identification of Appraisal Problem

The appraisal problem is to provide an opinion of the market value of a proposed right-of-way acquisition from Zephyr-Rail Industrial Park, Inc. The Parent Tract is identified as 8.227 acres of industrial-zoned land lying on the north side of 6th Avenue at its intersection with South Avenue. The proposed acquisition will include 4.794 acres of land. This proposed acquisition will be along the south and easterly property lines of the Parent Tract and does not include any improvements. It will be used for the future extension of South Avenue.

The scope of an appraisal includes the extent of the process of collecting, confirming and reporting data. The appraisal process included: inspection of the subject property and the subject neighborhood; a review of the pertinent public records pertaining to the property; i.e., zoning conditions, land use regulations, etc.; an analysis of the property's highest and best use; research for and verification of comparable sales; and preparation of this written report.

The Parent Tract is a vacant parcel of land approximately 8.227 acres in size. I have researched the Public Records of Pasco and Hillsborough Counties, and have also reviewed several other sources of market data for recent sales of comparable land. In addition to numerous land sales that I researched and verified, I contacted several real estate brokers active in marketing similar properties in the Zephyrhills area. I have valued the Parent Rract, and applied an index of value to the land in the proposed acquisition.

The results of my investigations and analyses are presented in the following narrative *Appraisal Report*. I endeavored to consider all known factors which would affect the marketability of the property, and have a bearing on the current market value. There have been no unusual limitations placed on the scope of this assignment.

NEIGHBORHOOD DATA

It is my understanding that the intended user of this report is familiar with the subject property and its location within the City of Zephyrhills and, therefore, I have provided only a brief neighborhood description.

The subject property is a vacant industrial tract located approximately on the north side of 6th Avenue at the northern terminus of South Avenue. This location is just north of the Zephyrhills Municipal Airport, 1.5± miles east of Gall Boulevard (U.S. Highway 301), and approximately a half mile west of the intersection of 6th Avenue and Chancey Road.

Gall Boulevard, also known as U.S. Highway 301, is a heavily traveled, north/south arterial serving the Cities of Zephyrhills and Dade City, within central Pasco County. Through the City of Zephyrhills, and within the vicinity of the subject property, Gall Boulevard is heavily developed with a variety of commercial and residential properties, including retail centers, automotive repair facilities, restaurants, motels, retail strip centers, anchored neighborhood shopping centers, and mobile home parks. In the north section of the City of Zephyrhills along the east side of Gall Boulevard is the AdventHealth Zephyrhills Hospital, which is surrounded by a variety of professional and medical office facilities. There are residential areas located east and west of Gall Boulevard, and including subdivisions with detached single-family homes, as well as mobile home parks, and apartment complexes.

Chancey Road, in the subject neighborhood, is a two-laned collector that intersects with Gall Boulevard southwest of the subject property where there is a traffic light. Chancey Road extends westward past Morris Bridge Road and to the east of Gall Boulevard, extends around the southern and eastern perimeter of the Zephyrhills Municipal Airport and northward to its intersection with State Road 54.

Zephyrhills Municipal Airport, lying just to the south of the subject property, is a smaller public use airport situated on approximately 800 acres of land. It opened in January 1942, and the airport was used by the United States Army Air Forces, specifically the Army Air Forces School of Applied Tactics (AAFSAT) tactical combat simulation school headquartered at Orlando Army Air Base. The military presence at the airport ended on October 31, 1944, and, in 1947, the airport was deeded to the city, which has run it ever since. This airport has a long history of skydiving, possibly the longest continuous history of skydiving at any U.S. airport. Skydive City, Inc., founded in 1990, operates a skydiving center, or drop zone, on the southeast side of the airport.

A fairly significant positive influence on the future prospects of the subject neighborhood is the recent construction/extension of State Road 56 eastward from the Wiregrass Ranch development west of the subject property to U.S. Highway 301 (Gall Boulevard). This new four-laned divided highway now provides important and easy access to the south/central Pasco area including the subject neighborhood. There are several residential subdivisions currently being developed along both the north and south sides of State Road 56 west of U.S. Highway 301/Gall Boulevard. In addition, positively impacting the subject neighborhood along either Chancey Road or Gall Boulevard are several new residential developments including Bristol Meadows and Cobblestone.

The subject neighborhood is a fairly typical growing suburban area in south central Pasco County, with no known detrimental influences. The area is well served by typical neighborhood support services.

NEIGHBORHOOD DATA

(Continued)

AREA MAP



NEIGHBORHOOD MAP



PROPERTY DATA

Legal Description

The Parent Tract lies in Sections 7 and 12, Township 26 South, Range 21 East, Pasco County, Florida and is legally described as follows:

The South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, in Section 12, Township 26 South, Range 21 East, Pasco County, Florida.

Parcel Identification Number: 12-26-21-0000-00900-0012

AND

PARCEL 5: Lot 6 of the unrecorded subdivision of the Southeast 1/4 of Southeast 1/4 of the Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 661.72 feet for POINT OF BEGINNING; thence West 333.80 feet; thence South 128.18 feet; thence East 333.67 feet; thence North 128.44 feet to POINT OF BEGINNING;

Parcel Identification Number: 12-26-21-0290-00000-0060

AND

PARCEL 7: Lot 7 of the unrecorded subdivision of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 533.28 feet for POINT OF BEGINNING; thence West 333.67 feet; thence South 128.32 feet; thence East 333.54 feet; thence North 128.32 feet to POINT OF BEGINNING;

Parcel Identification Number: 12-26-21-0290-00000-0070

AND

PARCEL 8: Lot 8 of the unrecorded subdivision of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 404.96 feet for POINT OF BEGINNING; thence West 333.54 feet; thence South 128.32 feet; thence East 333.41 feet; thence North 128.32 feet;

Parcel Identification Number: 12-26-21-0290-00000-0080

AND

PARCEL 9: Lot 9 of the unrecorded subdivision of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 276.64 feet for POINT OF BEGINNING; thence West 333.41 feet; thence South 128.32 feet; thence East 333.28 feet; thence North 128.32 feet to POINT OF BEGINNING.

Parcel Identification Number: 12-26-21-0290-00000-0090

AND

PARCEL 10: Lot 10 of the unrecorded subdivision of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 in Section 12, Township 26 South, Range 21 East, Pasco County, Florida, described as follows: COMMENCE at Southeast corner of Northeast 1/4; thence North 148.32 feet for POINT OF BEGINNING; thence West 333.28 feet; thence South 148.32 feet; thence East 333.15 feet more or less; thence North 148.32 feet to POINT OF BEGINNING.

Parcel Identification Number: 12-26-21-0290-00000-0100

And

PROPERTY DATA

(Continued)

For a POINT OF REFERENCE commence at the Southeast corner of the Northeast ¼ of Section 12, Township 26 South, Range 21 East, Pasco County, Florida; thence along the East Boundary line thereof, North 00°-17'-32" East, a distance of 662.23 feet, to the South line of the Northwest ¼ of the Southeast ¼ of said Section 12 for a POINT OF BEGINNING; thence South 89°-48'-55" West, along the South line of the Northwest ¼ of the Southeast ¼ of said Section 12, a distance of 60.00 feet, thence North 00°-15'-37" East, a distance of 979.14 feet, thence North 89°-49'-31" East, a distance of 60.00 feet, thence South 00°-15'-37" West, along the East boundary line of said Section 12, a distance of 979.14 feet to the POINT OF BEGINNING.

Containing 1.347 acres, more or less

THIS LAND WAS INTENDED TO BE CONVEYED TO GRANTEE IN THE DEED FILED ON 8/18/2022, IN OR BOOK 10674, PAGE 3271, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

THIS SECTION OF LAND WAS ERRONEOUSLY CONVEYED TO GRANTOR IN DEED FILED IN OR BOOK 10674, PAGE 3271, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

Real Estate Assessment and Taxes

The Parent Tract is a portion of eight (8) Parcel ID numbers identified by the Pasco County Property Appraiser's Office. The 2022 assessments and taxes are shown in the following chart.

Parcel ID #	Owner	Land Size (SF)	2022 Just Value Assessment	2022 Taxable Value Assessment	2022 Taxes	2022 Taxes Paid	Date Paid
07-26-22-0010-04000-0010	Zephyr-Rail	1.97	\$7,418	\$690	\$15.15	\$14.54	11/30/2022
12-26-21-0290-00000-0060	Zephyr-Rail	0.98	\$16,680	\$16,680	\$365.94	\$351.30	11/30/2022
12-26-21-0290-00000-0070	Zephyr-Rail	0.98	\$16,692	\$16,692	\$366.22	\$351.57	11/30/2022
12-26-21-0290-00000-0080	Zephyr-Rail	0.98	\$16,685	\$16,685	\$366.05	\$351.41	11/30/2022
12-26-21-0290-00000-0090	Zephyr-Rail	0.98	\$16,679	\$16,679	\$365.91	\$351.27	11/30/2022
12-26-21-0290-00000-0100	Zephyr-Rail	0.98	\$16,676	\$16,676	\$365.85	\$351.22	11/30/2022
12-26-21-0000-00900-0012	Zephyr-Rail*	5.09	\$40,649	\$1,782	\$39.09	\$39.09	3/29/2022
12-26-21-0000-00900-0013	Zephyr-Rail*	19.91	\$297,515	\$6,969	\$152.89	\$142.89	3/29/2022
Total		31.87	\$428,994	\$92,853	\$2,037.10	\$1,953.29	

*Portion of which is now owned by the Department of Military Affairs

History of the Property

The Parent Tract was acquired along with additional lands in December 2020, March 2021, and December 2021 for \$1,945,000. The Parent Tract identified as 8.227 acres along with additional lands owned by Zephyr-Rail Industrial Park, Inc. totaling approximately 70.41 acres has been on the market for the past two years at an asking price of \$150,000 per acre, or \$3.44 per square foot. According to the owner's representative, as well as the listing broker, Nye Commercial, the current asking price may be reduced due to lack of demand at the current asking price.

In December 2021, Zephyr-Rail Industrial Park, Inc., sold 25 acres to the Department of Military Affairs for an agreed upon price of \$2,500,000, with the buyer receiving a \$700,000 credit. Approximately 1.347 acres of the Parent Tract was conveyed in error via a Corporate Warranty Deed from Zephyr-Rail Industrial Park, Inc. (Grantor) to The Department of Military Affairs (Grantee) on December 21, 2021, as recorded in O. R. Book 10535, Page 2668 of the Public Records of Pasco County, Florida., as well as a corrective Corporate Warranty Deed dated August

PROPERTY DATA

(Continued)

12, 2022 was recorded in O.R. Book 10674, Page 3271 of the Public Records of Pasco County, Florida.

The 1.347 acres of the Parent Tract was transferred back to Zephyr-Rail Industrial Park, Inc. via a corrective Corporate Warranty Deed dated August 8, 2023, and recorded October 18, 2023 in O.R. Book 10903, Page 635 of the Public Records of Pasco County, Florida.

SITE DATA

Plat Map/Aerial Map



Size/Dimensions

I was not provided a survey of the Parent Tract and have relied on the Pasco County Property Appraiser's office, as well as legal descriptions recorded in the Public Records of Pasco County. The Parent Tract is an irregular-shaped parcel fronting on 6th Avenue. I have estimated the Parent Tract consists of 8.227 acres, or 358,268.120 square feet. Based on the public records the approximate dimensions of the Parent Tract are 333.15' x 20' x 95' x 645.06' x 30' x 660.02' x 65' x 979.04' x 60' x 979.14' x 273.80' x 915.26'.

Based on the dimensions of the Parent Tract, with the configuration shown on the above plat map, the larger portion of the parent tract has an average width of approximately 428 feet. The northern portion of the Parent Tract has a reduced width of 125 feet in the southern portion narrowing down to 60 feet on the northern property line. The north/narrow area of the Parent Tract consists of approximately 2.321 acres, or 28% of the Parent Tract size of 8.227 acres.

Access

The Parent Tract has 428.71± feet of frontage on and access along the north side of 6th Avenue. It also has frontage along Mathis Street, a dirt road providing access to the subject along the west side and to several residential properties.

Easements

Without a title survey and a current boundary survey, I am not aware of any detrimental easements, restrictions, and/or reservations, and I have assumed that none exist.

SITE DATA

(Continued)

Topography and Drainage

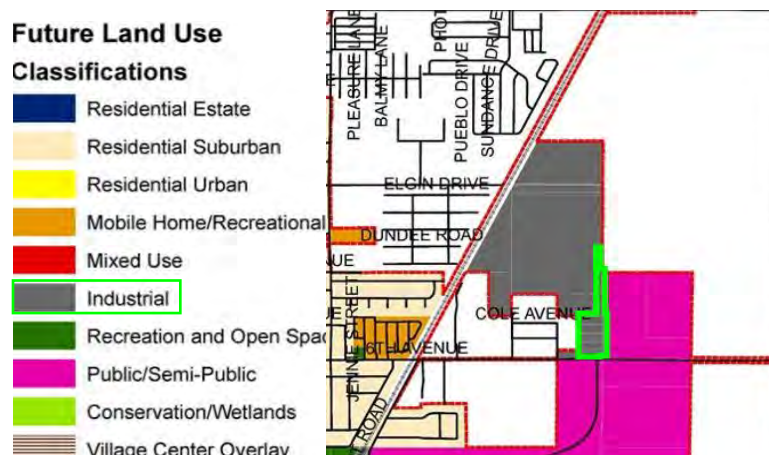
The subject land is heavily wooded, has a generally level topography, and is below the road grade for 6th Avenue. I do not have the benefit of a wetland delineation. Therefore, based on my observation of the property, and through my studies of an aerial map of the parcel, and the Pasco County Property Appraiser's information, the entire property appears to be in developable uplands.

Zoning



The property is zoned Light Industrial (LI), by the City of Zephyrhills. This category is established to identify areas of the city appropriate for location of light manufacturing, materials processing, storage of bulk commodities, distribution facilities and similar processes which usually require extensive site area to avoid adverse environmental risks to adjacent land and conflict with other urban activities. The total gross area covered by building, structure or stored materials shall not exceed 50% of the land area of the site upon which the activity is conducted

Land Use Plan



SITE DATA

(Continued)

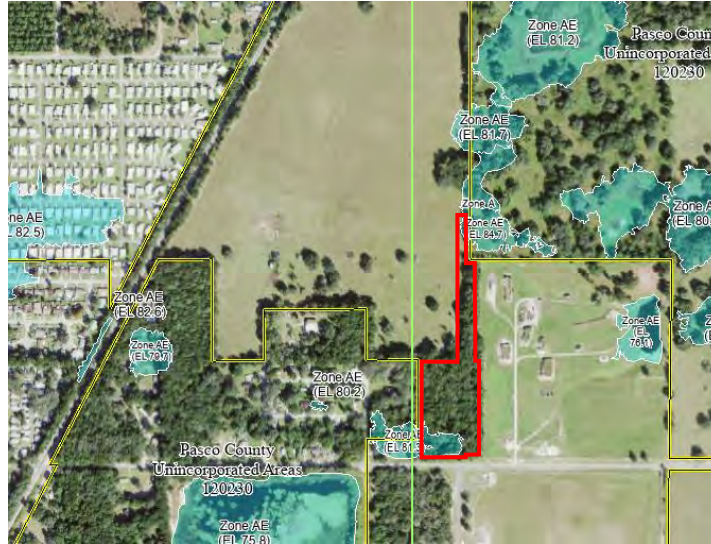
The property has a land use designation of Industrial (IN) by the City of Zephyrhills. It is the purpose of this category to depict those areas of the City that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics. An excerpt for this land use designation from the City of Zephyrhills Comprehensive Plan is as follows:

URBAN SUPPORT CLASSIFICATION: Industrial (IN)		IN
Purpose It is the purpose of this category to depict those areas of the City that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.		
Use Characteristics Those uses appropriate to and consistent with this category include: Primary Uses: Secondary Uses: • Research/Development; Light Manufacturing/Assembly; Wholesale/Distribution; Storage/Warehouse. • Office; Retail Commercial; Personal Business Service; Commercial/Business Service; Transient Accommodations; Public/Semi-Public.		
Locational Characteristics This category is generally appropriate to locations with sufficient size to encourage an industrial park type arrangement with provisions for internal service access in locations suitable for light industrial use with minimal adverse impact on adjoining uses, and with good access to transportation and utility facilities such as the major collector, arterial roadway network, rail facilities, airports, and mass transit.		
Standards Transient Accommodations: All Other Uses: • Shall not exceed 40 units per gross acre. • Commercial and Office uses and Transient Accommodations shall be integral to, oriented within, and function as a part of the mixed use project as distinct from free standing, unrelated out-parcel type uses. Commercial, Office, and Transient Maximum Accommodations shall not exceed 10 percent of the total permitted floor area of the industrial development. Floor Area Ratio (FAR) – 0.50 Impervious Surface Ratio (ISR) – 0.85 Adjoining Residential Use: • An appropriate buffer as determined by the Zephyrhills Land Development Code shall be provided in and between the IN designated land and adjoining Residential designated land.		
Zoning Compatibility The following zoning districts are compatible with the IN land use category:		
		→ LI – Light Industrial → PUD – Planned Unit Development

SITE DATA

(Continued)

Flood Data



According to the Flood Insurance Rate Map, Community Panel Number 12101C0457F, with an effective date of September 26, 2014, the majority of the property is located in Zone “X”, with the southwest corner located in Zone AE. Zone “X” is not a federally designated flood prone hazard area. Zone “AE” is a federally designated flood prone hazard area within the (100-year flood with a base flood elevation determined).

Utilities

Currently, there are City of Zephyrhills water and sewer lines along 6th Avenue. All other usual public utilities and municipal services are available to the site, which include electricity, telephone, police and fire protection, garbage collection, etc.

Environmental Influences

I was not provided an environmental audit of the site nor the surrounding environs. This appraisal, therefore, assumes that there are no soil/subsoil or ground water contamination.

Improvements

There are no improvements on the property.

Acquisition Parcel

The proposed area of acquisition is irregular, but generally a rectangular-shaped area that lies at the frontage of the Parent Tract on 6th Avenue. The dimensions of the proposed acquisition are as follows: 20.01’ x 95.44’ x 623.68’ x 30’ x 652.52’ x 65’ x 324.91’ x 60’ x 979.15’ x 230.20’ x 159.14’ x 100.32’ x 133.84’ x 16.23’ x 224.30’ x 10’ x 212.39’ x 120.88’. The area of the proposed acquisition is 4.794 acres, or 208,843.269± square feet. This proposed acquisition is located along

SITE DATA

(Continued)

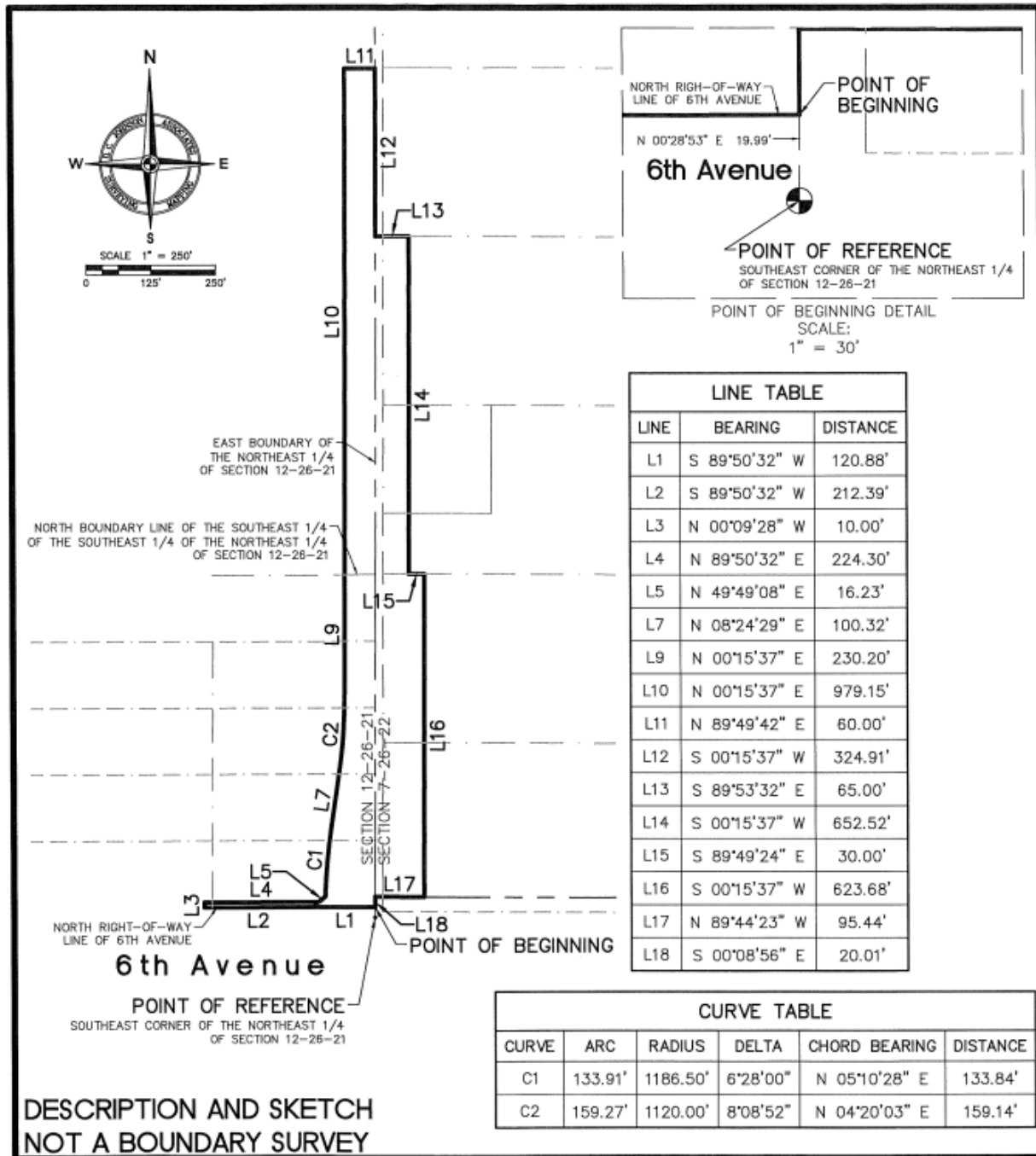
the south and eastern periphery of the Parent Tract and to the north of 6th Avenue. The proposed acquisition will be used for the extension of South Avenue. Consisting of 4.794 acres, it consists entirely of uplands, with a small area in the southwestern portion lying within a flood zone.

The road improvements being proposed for the South Avenue Extension will include a paved right-of-way with two lanes, concrete curbing, and water and sewer lines. In addition, there will be drainage improvements, including a retention pond that will be located at the southern end of the proposed extension, immediately north of 6th Avenue, and along the east side of the new right-of-way.

The proposed area of acquisition is vacant land with no improvements.

The project parcel sketch and legal description were prepared by DC Johnson and Associates Surveying and Mapping, July 24, 2023. The Construction Plans for the South Avenue Extension were prepared by BGE, Inc. dated June 14, 2023, and identified as Preliminary Not For Construction.

ACQUISITION PARCEL - DESCRIPTION AND SKETCH PREPARED BY DC JOHNSON



Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

South Avenue Extension

PREPARED FOR
City of Zephyrhills

JOB NO: 2021-305C01.BG00001 DRAWN BY: CAG

**SKETCH ONLY
NOT A BOUNDARY SURVEY**

SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

JOHNSON ASSOCIATES
SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 78248
(352) 588-2768 survey@dcjohnson.com
www.djohnson.com

ACQUISITION PARCEL - LEGAL DESCRIPTION PREPARED BY DC JOHNSON

DESCRIPTION: (prepared per this sketch)

A parcel of land lying within Section 7, Township 26 South, Range 22 East, and Section 12, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Southeast corner of the Northeast 1/4 of said Section 12; thence along the East boundary of the Northeast 1/4 of said Section 12, N.00°28'53"E., a distance of 19.99 feet to the North right-of-way line of 6th Avenue for a POINT OF BEGINNING; thence along said North right-of-way line, S.89°50'32"W., a distance of 120.88 feet; thence continue S.89°50'32"W., a distance of 212.39 feet; thence N.00°09'28"W., a distance of 10.00 feet; thence N.89°50'32"E., a distance of 224.30 feet; thence N.49°49'08"E., a distance of 16.23 feet to a non-tangent point of curvature; thence Northerly 133.91 feet along the arc of a curve to the right, said curve having a radius of 1,186.50 feet, a central angle of 06°28'00", and a chord bearing and distance of N.05°10'28"E., 133.84 feet; thence N.08°24'29"E., a distance of 100.32 feet to a point of curvature; thence Northerly 159.27 feet along the arc of a curve to the left, said curve having a radius of 1,120.00 feet, a central angle of 08°08'52", and a chord bearing and distance of N.04°20'03"E., 159.14 feet; thence N.00°15'37"E., a distance of 230.20 feet to a point on the North boundary line of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 12; thence continue N.00°15'37"E., a distance of 979.15 feet; thence N.89°49'42"E., a distance of 60.00 feet; thence S.00°15'37"W., a distance of 324.91 feet; thence S.89°53'32"E., a distance of 65.00 feet; thence S.00°15'37"W., a distance of 652.52 feet; thence S.89°49'24"E., a distance of 30.00 feet; thence S.00°15'37"W., a distance of 623.68 feet; thence N.89°44'23"W., a distance of 95.44 feet; thence S.00°08'56"E., a distance of 20.01 feet to the POINT OF BEGINNING. Containing 4.794 acres, more or less.

DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

South Avenue Extension

PREPARED FOR
City of Zephyrhills

JOB NO: 2021-305C01.BG00001 DRAWN BY: CAG

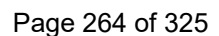
We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards and Practices" as set forth by the Florida Board of Land Surveyors, Chapter 120, Florida Administrative Code, pursuant to Section 120.01, Florida Statutes.

Andrew Getz
Digitally signed by Andrew Getz
Date: 2023.02.24 13:04:18 -0500

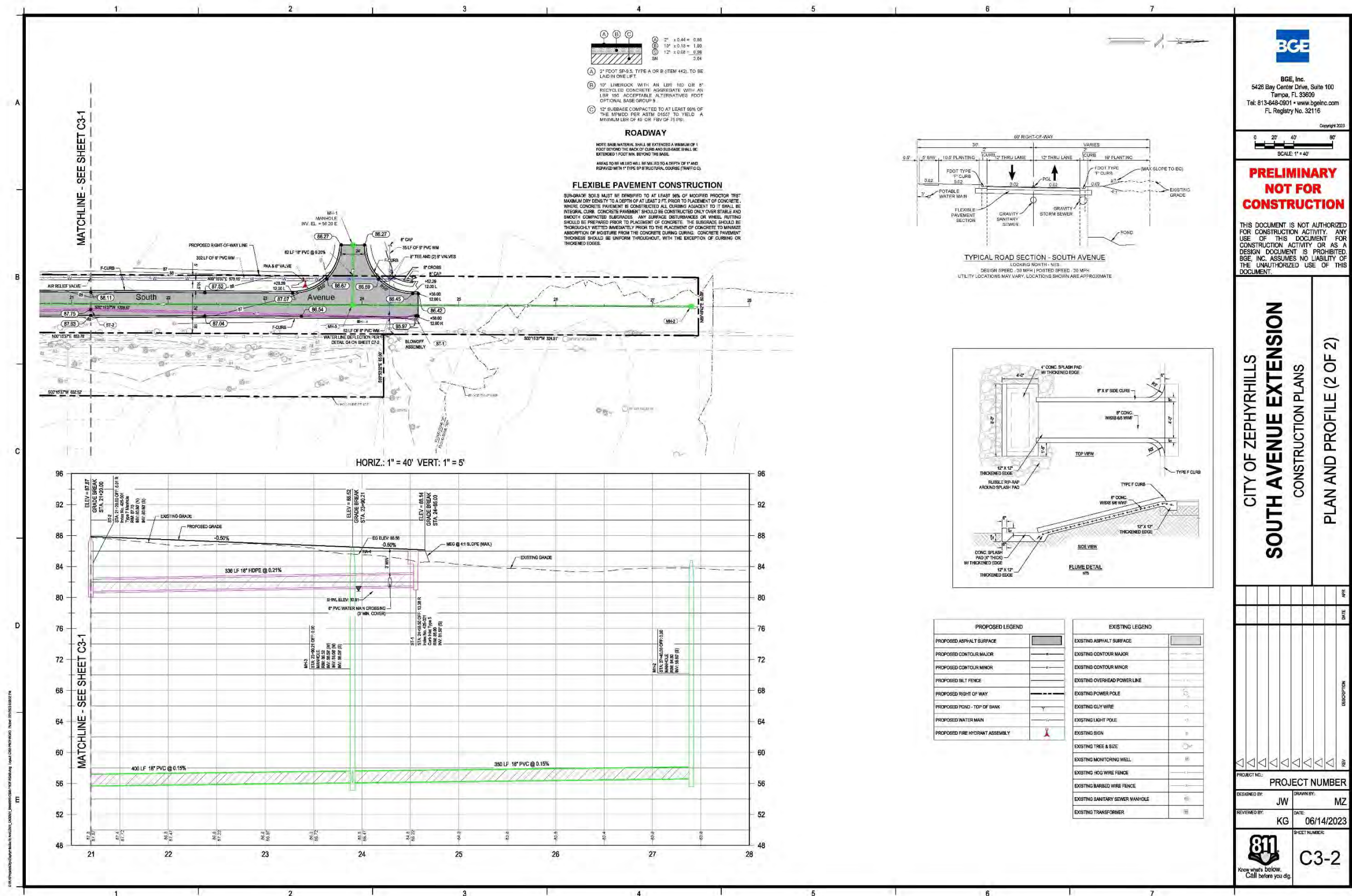
Andrew R. Getz
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida Licensed Surveyor

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(Continued)



SUBJECT PHOTOGRAPHS

Photographs Taken on August 9, 2023



Northerly view of Parent Tract and Acquisition



Northerly view of Parent Tract and Acquisition



View of Parent Tract



View of Parent Tract and Proposed Acquisition



Northeasterly view from 6th Avenue



Easterly view of Parent Tract from Mathis Road

SUBJECT PHOTOGRAPHS

(Continued)



Easterly view along 6th Avenue



Westerly view along 6th Avenue



Southerly view along South Avenue



Northerly view along Mathis Street

Photographs Taken on October 28, 2023



Northerly view of Parent Tract and Acquisition



Northerly view of Parent Tract and Acquisition

SUBJECT PHOTOGRAPHS

(Continued)



View of Parent Tract and Proposed Acquisition



View of Parent Tract and Proposed Acquisition



View of Parent Tract and Proposed Acquisition



View of Parent Tract and Proposed Acquisition from terminus of South Avenue



Westerly view along 6th Avenue



View across 6th Avenue and South Avenue intersection

EFFECT OF ACQUISITION ON REMAINDER

In consideration of the road improvements, and the size and location of the Proposed Acquisition, in my opinion the acquisition will not damage the remainder.

As a result of the Proposed Acquisition, the Parent Tract will be reduced from 8.227 acres to 3.433 acres. The remainder will be substantially reduced in size but will have two road frontages; i.e., 6th Aveue and South Avenue Extension. At the northern terminus of the South Avenue Extension, a driveway connection will be constructed on the west side to benefit the proposed Department of Military Affairs facility to be constructed.

According to the Preliminary Construction Plans for South Avenue Extension prepared for the City of Zephyrhills by BGE, Inc., dated July 2023, the segment of South Avenue adjacent to the east of the subject property will be a two-laned roadway. Refer to the preceding BGE, Inc. Preliminary Construction Plans for a visual description of the proposed extension of South Avenue.

As previously described, the Proposed Acquisition consists of 4.974 acres of vacant land with no improvements.. After acquisition, the remainder will continue to function adequately allowing for vehicular ingress/egress to the remainder.

In conclusion, it is my opinion that after the acquisition, the remainder will still have adequate frontage, size, access, and dimensions to be utilized as an industrial parcel of land consisting of 3.433 acres.

HIGHEST AND BEST USE

According to *The Appraisal of Real Estate*, 15th Edition, 2020, the essential components of the analysis of highest and best use are contained in the following definition of the term:

*“The reasonably probable use of property that results in the highest value.”*⁵

To be *reasonably probable*, traditionally a use must meet certain conditions:

- The use must be *physically possible* (or it is reasonably probable to render it so).
- The use must be *legally permissible* (or it is reasonably probable to render it so).
- The use must be *financially feasible*.

“Uses that meet the three criteria of reasonably probable uses are tested for economic *productivity*, and the reasonably probable use with the highest value is the highest and best use.”

The determination of the highest and best use results from the appraiser’s judgment and analytical skills, i.e.; the determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based.

To determine the highest and best use of a particular property, attention must be given to physical and legal characteristics, as well as economic feasibility. The appraiser must consider the underlying land as if vacant and available for development, as well as the property as currently improved or proposed for development.

The highest and best use must be physically possible, legally permissible, financially feasible, and maximally productive.

Physically Possible

The Parent Tract is an irregular-shaped, 8.227± acre parcel. It has 428.71’ feet of frontage along the north side 6th Avenue, with has no significant developmental constraints as to the physically possible uses allowed by the land use designation of Industrial. It is currently heavily wooded, and will require clearing upon development.

Legally Permissible

The Parent Tract is zoned LI (Light Industrial) and has a land use designation of IN (Industrial). This zoning district is established to identify areas of the city appropriate for location of light manufacturing, materials processing, storage of bulk commodities, distribution facilities and similar processes which usually require extensive site area to avoid adverse environmental risks to adjacent land and conflict with other urban activities.

The purpose of the Industrial land use designation is to depict those areas of the City that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

⁵ *The Appraisal of Real Estate*, 15th Edition, Appraisal Institute, 2020, Pages 304-305.

HIGHEST AND BEST USE

(Continued)

The subject property is located to the north of the Zephyrhills Municipal Airport, an active public airport located in south central Pasco County within the City of Zephyrhills. A large percentage of the properties immediately surrounding the airport are industrial or residential in character.

Financially Feasible and Maximally Productive

Given the location, size and configuration of the Parent Tract, as well as the type and quality of surrounding properties, the financially feasible and maximally productive use of the subject property is industrial uses.

METHOD OF VALUATION

In this instance, my appraisal pertains to vacant land with no improvements. The only pertinent valuation technique to employ in the appraisal of the underlying land is the Sales Comparison Approach. The Cost and Income Capitalization Approaches are not applicable in the valuation of vacant industrial land like the subject.

SALES COMPARISON APPROACH

The Sales Comparison Approach involves a detailed comparison of the subject property with similar properties, which have recently sold in the same or competitive markets. This approach is based primarily on the principle of “Substitution” which states:

“When several similar or commensurate commodities, goods, or services are available, the one with the lowest price attracts the greatest demand and widest distribution. This principle assumes rational, prudent market behavior with no undue cost due to delay. According to the principle of substitution, a buyer will not pay more for one property than for another that is equally desirable. Property values tend to be set by the price of acquiring an equally desirable substitute property. The principle of substitution recognizes that buyers and sellers of real property have options; i.e., other properties are available for similar uses.”⁶

In other words, a prudent investor/purchaser would not pay more to acquire a given property in the market, considering that an alternative property may be purchased for less.

The Sales Comparison Approach consists of the following steps:

1. Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered.

6 *The Appraisal of Real Estate*, 15th Edition, Appraisal Institute, 2020, Page 25

SALES COMPARISON APPROACH

(Continued)

2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect “arm’s length” market considerations. Verifications should also elicit additional information about the property and market to ensure that comparisons are credible.
3. Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using all appropriate elements of comparison and adjust the sale price of each comparable appropriately or eliminate the property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values. In an imprecise market subject to varying occupancies and economies, a range of values may be a better conclusion than a single value estimate.⁷

In forming my opinion of the “as is” fee simple market value, I have researched the immediate neighborhood surrounding the Parent Tract, as well as in similar areas of Pasco and Hillsborough Counties for the most recent sales of industrial tracts considered similar with respect to the highest and best use and development potential. The best most recent sales considered are described in detail on the following pages. I have concluded to a market value of the Parent Tract on a price per square foot basis, which was the index of value applicable to the proposed area of acquisition.

⁷ *The Appraisal of Real Estate*, Appraisal Institute, 15th Edition, 2020, Pages 355

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8645



O.R. Book/Page:	2023069634
County:	Pasco
Grantor:	Agape Baptist Church of Zephyrhills, Inc.
Grantee:	Chancey Church, LLC
Date of Transaction:	April 10, 2023
Date of Inspection:	August 9, 2023
Parcel Size:	435,600 gross/upland square feet, or 10.000 gross/upland acres
Sales Price:	\$1,500,000 - See Comments
Unit Price:	\$3.44 per gross/upland square foot – See Comments
Type of Instrument:	Warranty Deed
Location:	39735 Chancey Road, situated at the northeast corner of Chancey Road and Laurel Valley Road, Zephyrhills, Pasco County, Florida.
Legal Description:	Too lengthy for reproduction herein
Section/Township/Range:	24/26/21
Zoning/Land Use:	OP (Office Professional) / MU (Mixed Use) by the City of Zephyrhills

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8645 (Continued)

Present Use:	Church facility
Highest and Best Use:	Continued and/or interim use as church facility and future residential or commercial development
Condition of Transaction:	Arm's length
Financing:	Cash to seller
Encumbrances:	None known
Improvements:	Miscellaneous church improvements consisting of a sanctuary building and 24 outbuildings. The improvements were in fair to average condition.
Utilities:	All public and municipal services available
Verified By:	Jamie M. Myers, MAI, in October 2023
Motivation of Parties:	
Seller:	Disposition at market price
Buyer:	Continued use as church facility with interim use of current improvements
Cash Equivalency:	\$1,900,000
Parcel Number:	24-26-21-0000-00100-0050

Comments:

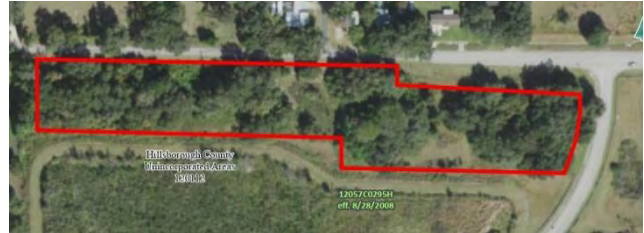
This is the transaction of a 10 acre parcel located at the northeast corner of Chancey Road and Laurel Village Boulevard, with a mailing address of 39735 Chancey Road, Zephyrhills. The improvements were in fair to average condition having been constructed in 1991-1994 and all consisting of manufactured buildings. The \$1,900,000 purchase price of the property was allocated as follows; Land \$1,500,000; Improvements \$400,000. The land acquisition value of \$1,500,000 equates to \$3.44 per gross/upland square foot.

The highest and best use of the site as if vacant is for commercial or mixed use development. The highest and best use of the site as improved is for interim use of the existing buildings and future development of an industrial facility.

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8644



O.R. Book/Page:	2023012445
County:	Hillsborough
Grantor:	Albert Jarrell a/k/a Albert M. Jarrell and Cyndee Jarrell
Grantee:	4255 Swindell, LLC
Date of Transaction:	January 9, 2023
Date of Inspection:	August 9, 2023
Parcel Size:	336,719 gross/upland square feet, or 7.730 gross/upland acres
Sales Price:	\$1,000,000
Unit Price:	\$2.97 per gross/upland square foot
Type of Instrument:	Warranty Deed
Location:	4255 Swindell Road, situated in the southwest quadrant of Swindell Road and North Frontage Road, Plant City, Hillsborough County, Florida.
Legal Description:	Too lengthy for reproduction herein
Section/Township/Range:	24/28/22
Zoning/Land Use:	PD (Planned Development) / LI (Light Industrial) by Hillsborough County
Present Use:	Vacant industrial land
Highest and Best Use:	Light industrial uses

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8644 (Continued)

Condition of Transaction:	Arm's length
Financing:	Cash to seller
Encumbrances:	None known
Improvements:	None
Utilities:	All utilities and municipal services available
Verified By:	Jamie M. Myers, MAI, on October 10, 2023
Motivation of Parties:	
Seller:	Disposition at market price
Buyer:	Proposed retail outlet and outside storage
Cash Equivalency:	\$1,000,000
Parcel Number:	090382.0000

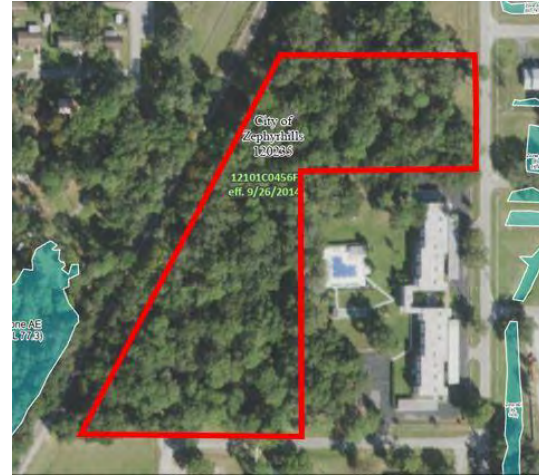
Comments:

This is the transaction of 7.73 acres located in the southwest corner of Swindell Road and North Frontage Road in Plant City, just north of Interstate 4. This location is just west of the Hillsborough County/Polk County boundary line. The site is generally rectangular in shape and having a Planned Development zoning classification. The site has been subdivided in to four developable parcels, and there are two on-site retention ponds. It is currently heavily wooded. The buyer is planning to construct a retail outlet for fireworks sales, and outside storage. There are no water or sewer lines available in the immediate vicinity.

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8642



O.R. Book/Page:	2022177777
County:	Pasco
Grantor:	Clyde A. Biston
Grantee:	Rizzzo Self Storage of Zephyr Hills, LLC
Date of Transaction:	August 5, 2022
Date of Inspection:	August 9, 2023
Parcel Size:	283,140 gross/upland square feet, or 6.500 gross/upland acres
Sales Price:	\$725,000
Unit Price:	\$2.56 per gross/upland square foot
Type of Instrument:	Warranty Deed
Location:	4845 Airport Road, situated in the northwest quadrant of Airport Road and Old Barracks Road, Zephyrhills, Pasco County, Florida.
Legal Description:	Too lengthy for reproduction herein
Section/Township/Range:	13/26/21

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8642 (Continued)

Zoning/Land Use: LI (Light Industrial) / IN (Industrial) by the City of Zephyrhills

Present Use: Vacant industrial land

Highest and Best Use: Industrial uses

Condition of Transaction: Arm's length

Financing: Cash to seller

Encumbrances: None known

Improvements: None

Utilities: All public and municipal services available

Verified By: Jamie M. Myers MAI, on August 2, 2023

Motivation of Parties:

Seller: Disposition at market price

Buyer: Develop with a self-storage facility

Cash Equivalency: \$725,000

Parcel Number: 13-26-21-0000-00300-0020; 13-26-21-0000-00300-0021

Comments:

This is the assemblage of two contiguous parcels located in the northwest quadrant of Airport Road and Old Barracks Road, having an address of 4845 Airport Road, Zephyrhills. The total site area is 6.50 acres, having 244 feet of frontage along the west side of Airport Road and 455 feet of frontage on the north side of Old Barracks Road. The buyer plans to develop the site with a 54,200 square foot, self-storage facility (512 units) with on-site retention. The facility is to be known as Squirrel Storage. At the time of sale, this land was fairly heavily wooded, mostly with pines. The buyer is clearing the site for development.

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8641



O.R. Book/Page:	2022005019
County:	Pasco
Grantor:	Kimber 380, LLC
Grantee:	4014 20th Street, LLC
Date of Transaction:	December 22, 2021
Date of Inspection:	August 9, 2023
Parcel Size:	126,967 gross/upland square feet, or 2.915 gross/upland acres
Sales Price:	\$250,000
Unit Price:	\$1.97 per gross/upland square foot
Type of Instrument:	Warranty Deed
Location:	4069 20th Street, situated in the northwest quadrant of 20th Street and Tucker Road, Zephyrhills, Pasco County, Florida.
Legal Description:	Too lengthy for reproduction herein
Section/Township/Range:	13/26/21
Zoning/Land Use:	C3 (Commercial General) / MU (Mixed-Use) by the City of Zephyrhills

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8641 (Continued)

Present Use:	Vacant commercial land
Highest and Best Use:	Commercial uses
Condition of Transaction:	Arm's length
Financing:	Cash to seller
Encumbrances:	None known
Improvements:	None
Utilities:	All public utilities and municipal services available
Verified By:	Jamie M. Myers, MAI, on August 2, 2023
Motivation of Parties:	
Seller:	Disposition at market price
Buyer:	Develop with a granite distribution facility
Cash Equivalency:	\$250,000
Parcel Number:	13-26-21-0070-12100-0010

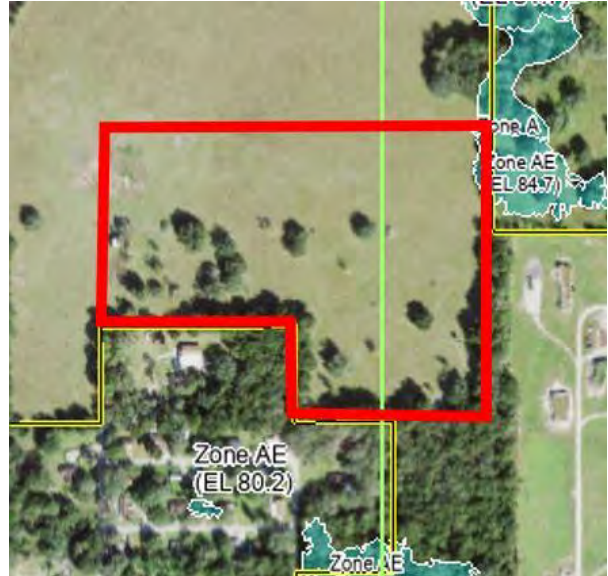
Comments:

This is the transaction of a 2.91 acre site located in the northwest quadrant of 20th Street and Tucker Road, within the City of Zephyrhills. This location is southwest of the Zephyrhills Airport. The site has approximately 725 feet of frontage on the south side of 20th street and 585 feet on the north side of Tucker Road. It was purchased for the development of a granite distribution facility on the eastern half of the parcel and recreational vehicle storage on the western portion. The distribution facility will consist of a 5,000 square foot office/showroom building, several granite sheds and outside display area. The retention pond will be located in the northwest corner of the site. There are several large Live Oaks in the western portion of the property.

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8511



O.R. Book/Page:	10535/2668; 10674/3271
County:	Pasco
Grantor:	Zephyr-Rail Industrial Park, Inc.
Grantee:	Department of Military Affairs
Date of Transaction:	December 21, 2021
Date of Inspection:	August 10, 2022
Parcel Size:	1,089,000 gross/upland square feet, or 25.000 gross/upland acres
Sales Price:	\$2,500,000
Unit Price:	\$2.30 per gross/upland square foot
Type of Instrument:	Corporate Warranty Deed
Location:	Situated 642 feet north of the intersection of 6th Avenue and South Avenue, Zephyrhills, Pasco County, Florida.
Legal Description:	Too lengthy for reproduction herein
Section/Township/Range:	12/26/21

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8511 (Continued)

Zoning/Land Use:	LI (Light Industrial) / IN (Industrial) by the City of Zephyrhills
Present Use:	Vacant industrial land
Highest and Best Use:	Industrial uses
Condition of Transaction:	Arm's length
Financing:	Cash to seller
Encumbrances:	None known
Improvements:	Miscellaneous agricultural improvement considered to have no contributory value.
Utilities:	Well and septic tank; all other municipal service available
Verified By:	Jamie M. Myers, MAI, on August 10, 2022
Motivation of Parties:	
Seller:	Disposition at market price
Buyer:	Investment/future development
Cash Equivalency:	\$2,500,000
Parcel Number:	12-26-21-0000-00900-0012; Portion of 12-26-21-0000-00900-0011

Comments:

This is the transaction of 25 gross/upland acres located approximately 642 feet north of the intersection of 6th Avenue and South Avenue within the City of Zephyrhills. This location is just north of the Zephyrhills Municipal Airport.

Currently, there is no direct access to the property and no public water and/or sewer lines to service the property. According to an email from Mr. William Poe, City Manager for the City of Zephyrhills, the State of Florida has appropriated \$1,940,000 for the purchase of right-of-way, design and permitting, construction of 1,300 liner feet of a new industrial access road, extension of 1,300 liner feet of a water main and sewer main to service the subject site from the 6th Avenue/South Avenue intersection, along with associates stormwater. As of August 18, 2022, the City has not received the Funding Agreement from the appropriate agents, although it is reported that the Funding Agreement will be forthcoming. The anticipated completion date is within the 1st quarter of 2024.

The buyer acquired the property for a future National Guard Armory.

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8640



O.R. Book/Page:	2020210857
County:	Pasco
Grantor:	Chancey Partners, LLC
Grantee:	V. Young Enterprises, Inc.
Date of Transaction:	December 9, 2020
Date of Inspection:	August 9, 2023
Parcel Size:	214,751 gross/upland square feet, or 4.930 gross/upland acres
Sales Price:	\$537,000
Unit Price:	\$2.50 per gross/upland square foot
Type of Instrument:	Warranty Deed
Location:	Northeast corner of Chancey Road and Trump Place, Zephyrhills, Pasco County, Florida.
Legal Description:	Too lengthy for reproduction herein.
Section/Township/Range:	19/26/22
Zoning/Land Use:	LI (Light Industrial) / IN (Industrial) by the City of Zephyrhills

SALES COMPARISON APPROACH

(Continued)

Comparable Land Sale No. 8640 (Continued)

Present Use:	Vacant industrial land
Highest and Best Use:	Industrial uses
Condition of Transaction:	Arm's length
Financing:	Cash to seller
Encumbrances:	None known
Improvements:	None
Utilities:	All public utilities and municipal services available
Verified By:	Jamie M. Myers, MAI, on October 24, 2023
Motivation of Parties:	
Seller:	Disposition at market price
Buyer:	Investment
Cash Equivalency:	\$537,000
Parcel Number:	19-26-22-001-00000-0030; 19-26-22-0010-00000-0040

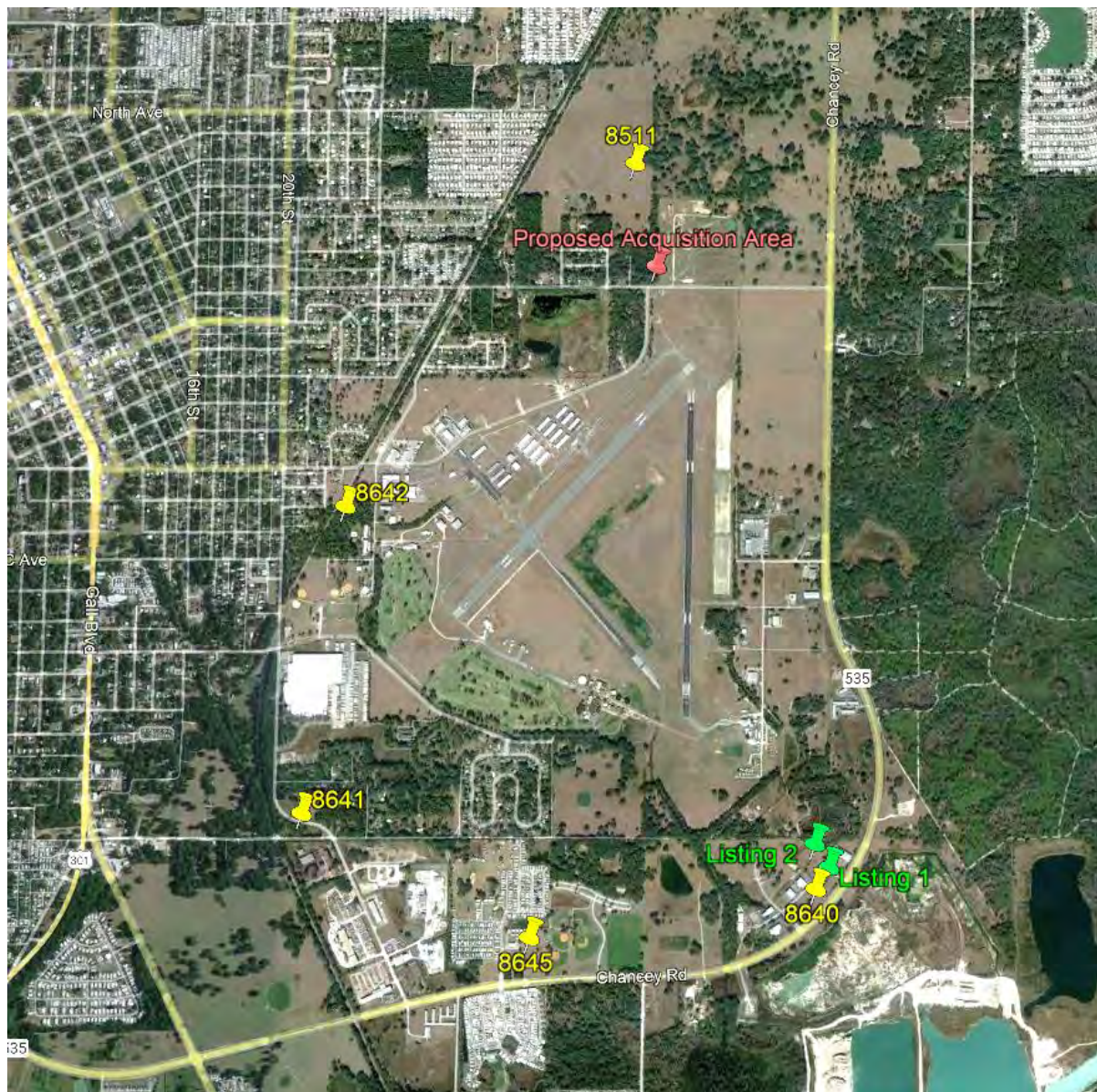
Comments:

This is the transaction of two contiguous lots containing a total of 4.93 gross acres (Lot 3 - 2.52 acres and Lot 4 - 2.41 acres) situated at the northeast of Chancey Road and Trump Place and also having frontage on the south and west sides of Correia Drive. The site is identified as Lots 3 and 4 within the Park Place Center Industrial Park consisting of 13 platted lots containing a total of 52.70 acres. On-site retention is required. The buyer purchased the property as an investment.

Lot 4 consisting of 2.41 acres is currently back on the market at an asking price of \$625,000, or \$5.95 per square foot.

(Continued)

Land Sales Map



SALES COMPARISON APPROACH

(Continued)

Analysis of Comparable Land Sales

These transactions have all been verified as arm's length and were cash equivalent transactions. The comparable sales transpired between December 2020 and April 2023. All the comparable sales represent transactions of vacant industrial or commercial land located in Pasco and Hillsborough Counties. These comparable land sales were selected as being comparable since they are all located in either secondary or tertiary industrial locations, similar to the subject's location.

SUMMARY OF LAND SALES					
Sale No.	Location	Sale Date	Price	Size (Gross/Upland Acre)	Price Per Upland Square Foot
Parent Tract	N/s of the intersection of 6 th Ave. & South Ave.	N/A	N/A	8.227 / 8.227	N/A
8645	39735 Chancey Rd., Pasco Co.	04/23	\$1,500,000*	10.000 / 10.000	\$3.44
8644	4255 Swindell Rd., Hillsborough Co.	01/23	\$1,000,000	7.730 / 7.730	\$2.97
8642	4845 Airport Rd., Pasco Co.	08/22	\$ 725,000	6.500 / 6.500	\$2.56
8641	4069 20 th St., Pasco Co.	12/21	\$ 250,000	2.915 / 2.915	\$1.97
8511	N. of intersection of 6th Ave. & South Ave., Pasco Co.	12/21	\$2,500,000	25.000 / 25.000	\$2.30
8640	NE cor. Chancey Rd. & Trump Pl., Pasco Co.	12/20	\$ 537,000	4.930 / 4.930	\$2.50

*Land Value

In the following paragraphs is a summary description of each of the comparable sales, and comparison to the subject.

Sale 8645 is the April 2023 transaction of 10 gross/upland acres of commercial land located at the northeast corner of Chancey Road and Laurel Valley Road in Zephyrhills, with an address of 39735 Chancey Road. The highest and best use of the site is for commercial/mixed-use development. At the time of sale the site was improved with a church and miscellaneous modular structures considered to have interim use/value. It was acquired by a general contractor for \$1,900,000, allocated as follows: Land \$1,500,000; Improvements \$400,000. The land acquisition value of \$1,500,000 equates to \$3.44 per gross/upland square foot. This parcel has superior configuration, with better visibility and access, and was not heavily wooded. This is considered a superior parcel.

Sale 8644 is the January 2023 transaction of 7.73 gross/upland acres of industrial land located in the southwest quadrant of Swindell Road and North Frontage Road in the Plant City area of Hillsborough County, immediately north of Interstate 4. This location is just west of the Hillsborough/Polk County line. It is a long and narrow parcel with a Planned Development zoning and has been subdivided into four parcels requiring on-site retention. It was acquired for \$1,000,000, or \$2.97 per gross/upland acre. The buyer of this parcel acquired it for the

SALES COMPARISON APPROACH

(Continued)

development of a retail outlet and outside storage. This parcel, like the subject, is heavily wooded. Being in close proximity to Interstate 4 at the Hillsborough/Polk County line, it is considered to have a superior location and overall superior configuration.

Sale 8642 is the August 2022 transaction of 6.5 gross/upland acres located in the northwest quadrant of Airport Road and Old Barracks Road in Zephyrhills, having an address of 4845 Airport Road. It is the assemblage of two contiguous parcels having frontage on Airport Road and Old Barracks Road. The acquisition price of \$725,000 equates to \$2.56 per gross/upland square foot. The buyer plans to develop the site with a 54,200 square foot, self-storage facility (512 units) with on-site retention. At the time of sale, this parcel was fairly heavily wooded, primarily with pines that have been recently cut down in anticipation of the development of a self-storage facility. This parcel has a superior configuration.

Sale 8641 is the December 2021 transaction of 2.915 gross/upland acres situated in the northwest quadrant of 20th Street and Tucker Road in Zephyrhills, having an address of 4069 20th Street. The location is southwest of the Zephyrhills Airport. It was acquired for \$250,000, or \$1.97 per gross/upland square foot. The buyer purchased the site for the development of a granite distribution facility on the eastern half of the site and recreational vehicle storage on the western portion. On-site retention will be located in the northwest corner of the site. This is a generally triangular-shaped parcel that had several large Live Oaks in the western portion of the property. The subject is considered to have slightly superior configuration.

Sale 8511 is the December 2021 transaction of a much larger parcel adjacent to the north and west of the Parent Tract within the Zephyr-Rail Industrial Park. This was confirmed as an arm's length transaction with the seller and buyer agreeing to a price of \$2,500,000, and the buyer receiving a credit of \$700,000 as a charitable contribution by the seller. The Department of Military Affairs (buyer) closed on the transaction even though the property did not have legal or paved road access at the time of the closing, under the assumption that access will be provided via a paved right-of-way extending northward from 6th Avenue together with utilities. The acquisition price of \$2,500,000, equates to \$2.30 per upland acre. This parcel is adjacent to the northern portion of the subject, having a superior configuration, but slightly inferior location due to the limited visibility lying north of 6th Avenue.

Sale 8640 is the December 2020 transaction of 4.930 gross/upland acres located in the northeast corner of Chancey Road and Trump Place in Zephyrhills. These two contiguous lots are located within the Park Place Center Industrial Park. The western lot has frontage on three streets including Correia Street and the two aforementioned. The eastern lot has frontage on both Correia Street and Chancey Road. The acquisition price of \$537,000 equates to \$2.50 per gross/upland square foot. On-site retention is required. The buyer purchased the property as an investment. Subsequent to this transaction the buyer placed the eastern lot on the market at an asking price of \$625,000, or \$5.95 per square foot. This parcel has a superior configuration and a superior location being on Chancey Road where there is more traffic.

To the east of the subject, lying at the southwest corner of Chancey Road and 6th Avenue, Bauducco Foods just closed on 72.5 acres of land with plans to build a \$200,000,000 food manufacturing and distribution facility. According to the City Manager, Mr. William Poe, the

SALES COMPARISON APPROACH

(Continued)

seller confirmed the price for the land was \$75,000 per acre, or \$1.72 per square foot. The land is almost all cleared, consisting of pasture, and is level land with extensive road frontage along Chancey Road. However, it is substantially larger than the subject warranting an upward adjustment for size.

I am also aware of a 9.59 gross acre parcel with 8.59 upland acres located at 40707 Chancey Road in Zephyrhills that is currently under contract. It is zoned Light Industrial. The original asking price was \$763,000 and is under contract for \$700,000, equating to \$1.87 per upland square foot. Portions of this land are low in elevation and will require fill.

Shown below are two listings of industrial parcels in the subject neighborhood. The asking prices per square foot are higher than the sale prices per square foot for the comparables previously discussed, reflecting anticipation of increased demand around the Zephyrhills Airport.

SUMMARY OF LAND SALES				
Listing No.	Location	Asking Price	Size (Gross/Upland Acre)	Asking Price Per Upland Square Foot
1	NE cor. Chancey Rd. & Correia Dr.	\$625,000	2.410 / 2.410	\$5.94
2	NW/s of Correia Dr.	\$550,000	5.650 / 3.450	\$5.23

Taking into consideration the somewhat irregular configuration of the parent tract, especially the northerly portion, the wooded nature, as well as the comparable land sales and listings analyzed and described herein, I have concluded that the current market value of the Parent Tract is \$2.00 to \$2.30 per upland square foot, say \$2.15 per upland square foot. Therefore, the market value of the land in the proposed area of acquisition can be calculated as follows:

$$4.794\pm \text{ gross acres (208,843 square feet) @ \$2.15 per gross square foot} = \$449,012$$

Say \$450,000

Market Value of Proposed Acquisition, as of October 28, 2023:

\$ \$450,000

CERTIFICATE

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
3. I have no present or prospective interest in the properties that are the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have not performed services, as an appraiser or in any other capacity, regarding the properties that are the subject of this report within the three-year period immediately preceding the acceptance of this assignment.
5. I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value(s) or direction in value that favors the cause of the client, the amount of the value opinion(s), the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. Jamie M. Myers has made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal or appraisal consulting assistance to the person(s) signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



Jamie M. Myers, MAI

President

State-Certified General Real Estate Appraiser RZ221

ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the Appraiser(s) appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser(s) in the report.

1. Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser, constitutes acknowledgement and acceptance of these general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.
2. The Appraiser(s) assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser(s) render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under competent ownership and capable management.
3. Any sketches in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser(s) has made no survey of the property. The land area has been calculated from available surveys and public maps. The legal description, as given herein, is assumed to correctly set out the boundary lines of the property.
4. The property is appraised free and clear of all encumbrances, unless otherwise noted.
5. Subsurface rights (mineral, oil, or water) were not considered in this report.
6. It is assumed that all water and sewer systems, as well as other utilities (whether existing or proposed), are safe for use, and are sufficient to serve the future uses of the subject property. Determining and reporting on such matters were not part of the scope of work for this assignment.
7. The Appraiser(s) is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question unless arrangements have been previously made therefor.
8. The Appraiser(s) assumes that there is no hidden or unapparent conditions of the property or subsoil, which would render it more or less valuable. The Appraiser(s) assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
9. Information, estimates, and opinions furnished to the Appraiser(s), and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser(s) can be assumed.

ASSUMPTIONS AND LIMITING CONDITIONS

(Continued)

10. Unless otherwise stated in this report, the past or current existence of hazardous material or environmental contamination on, below or near the subject property was not observed or known by the appraiser. The appraiser, however, is not qualified to detect such substances or make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value estimate is predicated on the assumption that there is no such material on, below or affecting the property that would cause loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering assistance required to discover them. The intended user is urged to retain an expert in this field, if desired.
11. The Parent Tract and Proposed Acquisition land sizes were estimated to the best of my ability and assumed to be correct. Reliance was placed on the DC Johnson & Associates Survey and information provided in the public records of the County, as well as various published sources, i.e., soil surveys, flood maps, et al and surveys. If any of this information is determined to be flawed at a later date, I reserve the right to alter this appraisal and my opinion of value accordingly. The information presented is believed to be accurate and, therefore, the appraisal was based on this information.
12. Neither all nor any portion of the contents of this appraisal shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser, particularly as to valuation conclusions, identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation. Furthermore, neither all nor any offer, sale, or purchase of a security (as that term is defined in Section 2(I) of the Securities Act of 1993) without the prior express written consent of the appraiser.
13. Possession of this report or copy thereof does not convey any right of reproduction or publication, nor may it be used by anyone but the client, without the prior written consent of both the client and the appraiser, and, in any event, only in its entirety.

QUALIFICATIONS OF APPRAISER

JAMIE M. MYERS, MAI

Attended Jesuit High School, Tampa, Florida - graduated 1974; Attended Mercer University, Macon, Georgia - 1975; graduated from University of South Florida, Tampa, Florida - 1979 - Major - Finance.

Employed April 1979 to May, 1987 as an independent fee appraiser active in the appraising and analysis of single family, multi-family, industrial and other commercial properties within the West Coast Area of Florida.

Employed by Lee Pallardy, Inc. since June, 1987 as a real estate appraiser and salesman.

Extensive experience in appraising subdivision development, industrial/service center properties, office buildings, retail/shopping centers, apartment communities, hotels/motels, et al and a various assortment of developed and undeveloped land.

Member – Appraisal Institute

Expert Witness – Hillsborough County Courts, Middle District of Florida Bankruptcy Court, Hernando County Courts

Licensed Real Estate Broker - State of Florida

Certified General Real Estate Appraiser – State of Florida, Certification No. RZ0000221

Appraisal Institute Courses:

- Course I-A-1/VIII-I - Real Estate Appraisal Principles
- Course I-A/II - Basic Valuation Procedures
- Course I-BA - Capitalization Theories & Techniques-A
- Course I-BB - Capitalization Theories & Techniques-B
- Course II-1 - Case Studies in Real Estate Valuation
- Course II-3/VII-3 - Standards of Professional Practice
- Exam 2-2 - Valuation Analysis & Report Writing
- Comprehensive Exam
- Course #101 - Principles of Real Estate
- Course #201 - Applied Income Property Valuation
- Narrative Report Writing Seminar
- R-2 Examination
- Real Estate Principles and Practices I

QUALIFICATIONS OF APPRAISER

JAMIE M. MYERS, MAI

(Continued)

Continuing Education Courses and Seminars:

- Capital Reserve Studies: A business Opportunity for Appraisers (October 2023)
- Fundamentals of Expert Witness Testimony (September 2023)
- Divorce and Estate Appraisals: Elements of Non-Lender Work (September 2023)
- Risk & Equity's Role (March 2023)
- Appraiser's Guide to Expert Witnessing (November 2022)
- Appraisal of Medical Buildings (October 2022)
- Analyzing Operating Expenses (October 2022)
- Florida Appraisal Law Update (September 2022)
- National USPAP Update Course (September 2022)
- A Dive into Houses with Labels & Style (November 2020)
- Business Practices and Ethics (October 2020)
- Florida Appraisal Law Update (July 2020)
- Valuation of Donated Real Estate, Including Conservation Easements (June 2020)
- National USPAP Update Course (June 2020)
- Online Subdivision Valuation (October 2018)
- Online Forecasting Revenue (September 2018)
- Appraising Automobile Dealerships (August 2018)
- Florida Appraisal Law Update (July 2018)
- National USPAP Update Course (July 2018)
- Impacts of Tax Reform on Real Estate and Appraisal (2017)
- Legal Trends and Issues Impacting Appraisers and Appraisal Firms (2017)
- Online Analyzing Operating Expenses (November 2016)
- Online Cool Tools: New Technology for Real Estate Appraisers (October 2016)
- Using Your HP12C Financial Calculator (September 2016)
- Florida Appraisal Law Update (May 2016)
- National USPAP Update Course (May 2016)

Summary of Clients and Property Types Appraised:

Clients

Carlton Fields, Attorneys At Law
Department of Environmental Protection
Florida Department of Transportation
Fowler White Boggs, Attorneys At Law
Hillsborough County Real Estate Department
Numerous Matrimonial & Estate Attorneys
Numerous Property Owners & Investors
Regions Bank
Southwest Florida Water Management District
The Bank of Tampa
Wells Fargo Bank
City of Tampa
AdventHealth
Tampa General Hospital

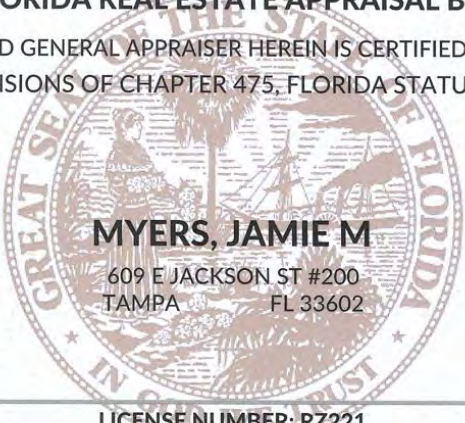
Property Types Appraised

All types of vacant land
Anchored Shopping Centers
Apartment Complexes
Churches
Daycare Facilities
Professional and Medical Office Buildings
Restaurants
Retail Centers
Single-Tenant and Multi-Tenant Office Buildings
Subdivisions
Townhome Developments
Warehouses

QUALIFICATIONS OF APPRAISER

JAMIE M. MYERS, MAI

(Continued)

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary
		
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
FLORIDA REAL ESTATE APPRAISAL BD		
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES		
 MYERS, JAMIE M 609 E JACKSON ST #200 TAMPA FL 33602		
LICENSE NUMBER: RZ221		
EXPIRATION DATE: NOVEMBER 30, 2024		
Always verify licenses online at MyFloridaLicense.com		
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.	

Vacant Land Contract

1 **1. Sale and Purchase ("Contract"):** Zephyr-Rail Industrial Park, Inc.

2 ("Seller") and City of Zephyrhills

3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:

5 Address: N/A

6 Legal Description:

7 See attached Exhibit A - Legal Description and Sketch

11 SEC /TWP / /RNG of County, Florida. Real Property ID No.: 07-26-22-0010-04000-0010
12 including all improvements existing on the Property and the following additional property:

14 **2. Purchase Price:** (U.S. currency)..... \$ 400,000.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16 Escrow Agent's Name: Shumaker, Loop & Kendrick LLP

17 Escrow Agent's Contact Person: Amanda Sattler and Matthew Maggard

18 Escrow Agent's Address: 13134 US Highway 301, Dade City, FL 33525

19 Escrow Agent's Phone: 352-458-4700

20 Escrow Agent's Email: asattler@shumaker.com and mmaggard@shumaker.com

21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**

22 ☐ accompanies offer

23 ☐ will be delivered to Escrow Agent within days (3 days if left blank)

24 after Effective Date \$

25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**

26 ☐ within days (10 days if left blank) after Effective Date

27 ☐ within days (3 days if left blank) after expiration of Due Diligence Period \$

28 **(c) Total Financing** (see Paragraph 6) (express as a dollar amount or percentage) \$

29 **(d) Other:** \$

30 **(e) Balance to close** (not including Buyer's closing costs, prepaid items, and prorations)
31 to be paid at closing by wire transfer or other Collected funds..... \$ 400,000.00

32 **(f)** ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33 unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
34 prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37 calculation:

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39 delivered to all parties on or before March 29, 2024, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
42 has signed or initialed and delivered this offer or the final counter-offer.

43 **4. Closing Date:** This transaction will close on April 12, 2024 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.

51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☒ within 15 days after Effective Date ☐ at least _____ days before Closing Date, (Check one)

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 15 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

- 18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

- 19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

- 20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

- 21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

N/A

Seller's Sales Associate/License No.

N/A

Buyer's Sales Associate/License No.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

VAC-14xx Rev 7/23

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329	<u>N/A</u>	<u>N/A</u>
330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
331		
332		
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
334		
335		
336	Listing Brokerage	Buyer's Brokerage
337		
338		
339	Listing Brokerage Address	Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 **(Check if applicable):**
 342 ☐ A. Back-up Contract
 343 ☐ B. Kick Out Clause
 344 ☐ C. Other _____

345 **23. Additional Terms:** _____
 346 **Title Agent shall be Shumaker, Loop & Kendrick, LLP.**
 347 **See attached Exhibit A-Legal Description**
 348 _____
 349 _____
 350 _____
 351 _____
 352 _____
 353 _____
 354 _____
 355 _____
 356 _____
 357 _____
 358 _____
 359 _____
 360 _____

361 **COUNTER-OFFER/REJECTION**

362 ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364 ☐ Seller rejects Buyer's offer

365 **[The remainder of this page is intentionally left blank.**
 366 **This Contract continues with Line 367 on Page 8 of 8.]**

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.
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367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property
375 in violation of the Act.

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378 **City of Zephyrhills**

379 **Buyer:** _____ **Date:** _____

380 Print name: Lance A. Smith, Council President

381 **Buyer:** _____ **Date:** _____

382 Print name: _____

383 **Buyer's address for purpose of notice:**

384 Address: _____

385 Phone: _____ Fax: _____ Email: _____

Zephyr-Rail Industrial Park, Inc.

386 **Seller:** _____ **Date:** 3/20/24

387 Print name: Chadwick Pettinato, President

388 **Seller:** _____ **Date:** _____

389 Print name: _____

390 **Seller's address for purpose of notice:**

391 Address: _____

392 Phone: _____ Fax: _____ Email: _____

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EXHIBIT

A

DESCRIPTION: (prepared per this sketch)

A parcel of land lying within Section 7, Township 26 South, Range 22 East, and Section 12, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Southeast corner of the Northeast 1/4 of said Section 12; thence along the East boundary of the Northeast 1/4 of said Section 12, N.00°28'53"E., a distance of 19.99 feet to the North right-of-way line of 6th Avenue for a POINT OF BEGINNING; thence along said North right-of-way line, S.89°50'32"W., a distance of 120.88 feet; thence continue S.89°50'32"W., a distance of 212.39 feet; thence N.00°09'28"W., a distance of 10.00 feet; thence N.89°50'32"E., a distance of 224.30 feet; thence N.49°49'08"E., a distance of 16.23 feet to a non-tangent point of curvature; thence Northerly 133.91 feet along the arc of a curve to the right, said curve having a radius of 1,186.50 feet, a central angle of 06°28'00", and a chord bearing and distance of N.05°10'28"E., 133.84 feet; thence N.08°24'29"E., a distance of 100.32 feet to a point of curvature; thence Northerly 159.27 feet along the arc of a curve to the left, said curve having a radius of 1,120.00 feet, a central angle of 08°08'52", and a chord bearing and distance of N.04°20'03"E., 159.14 feet; thence N.00°15'37"E., a distance of 230.20 feet to a point on the North boundary line of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 12; thence continue N.00°15'37"E., a distance of 979.15 feet; thence N.89°49'42"E., a distance of 60.00 feet; thence S.00°15'37"W., a distance of 324.91 feet; thence S.89°53'32"E., a distance of 65.00 feet; thence S.00°15'37"W., a distance of 652.52 feet; thence S.89°49'24"E., a distance of 30.00 feet; thence S.00°15'37"W., a distance of 623.68 feet; thence N.89°44'23"W., a distance of 95.44 feet; thence S.00°08'56"E., a distance of 20.01 feet to the POINT OF BEGINNING. Containing 4.794 acres, more or less.

DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

South Avenue Extention

PREPARED FOR
City of Zephyrhills

JOB NO: 2021-305C01.BG00001 | DRAWN BY: CAG

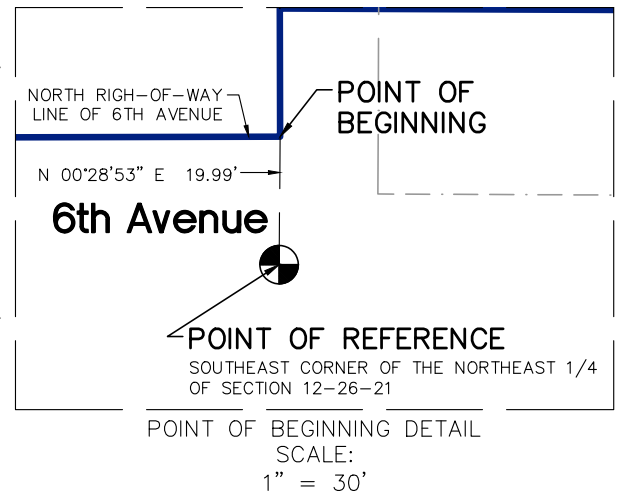
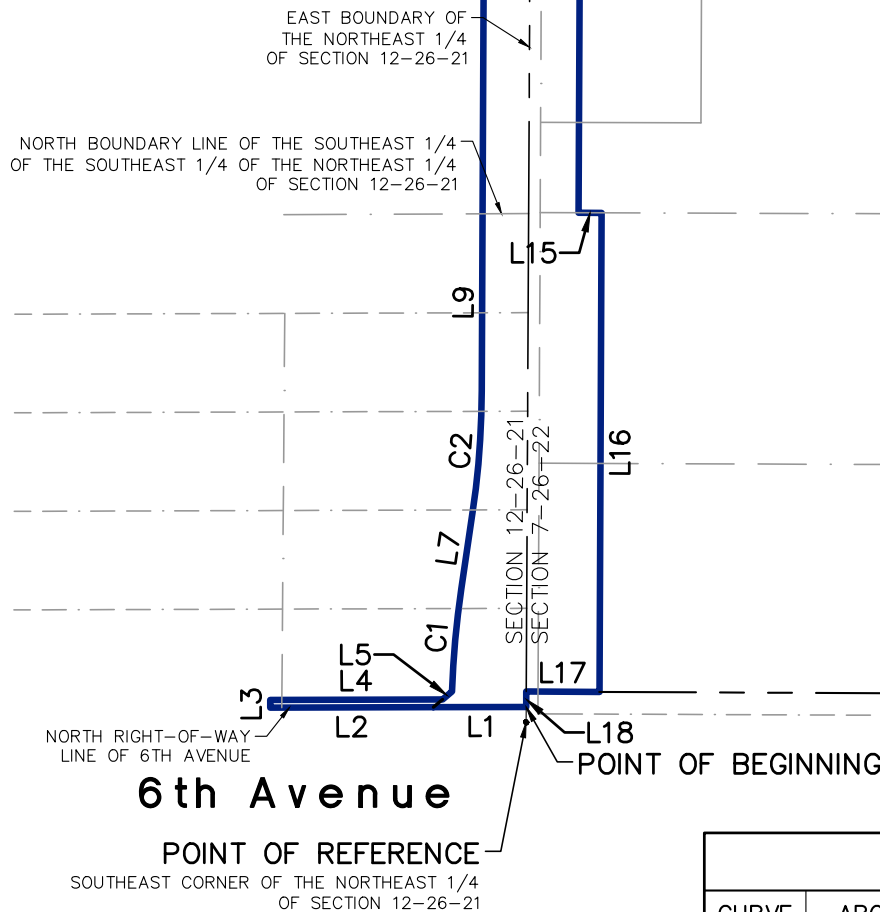
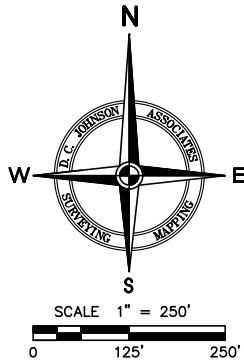
We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors, Chapter 46, Part 1, Florida Administrative Code, pursuant to Section 463.05, Florida Statutes.

Andrew Getz Digitally signed by Andrew Getz
Date: 2021.07.25 13:36:41 -0400

Andrew R. Getz PLS/PSM License Number LS7043
For D.C. Johnson & Associates, Inc. Surveyor and Mapper
Not valid without the signature and raised seal of a Florida Licensed Surveyor

JOHNSON ASSOCIATES
SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33576
(352) 588-2768 survey@dcjohnson.com
www.djohnson.com



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°50'32" W	120.88'
L2	S 89°50'32" W	212.39'
L3	N 00°09'28" W	10.00'
L4	N 89°50'32" E	224.30'
L5	N 49°49'08" E	16.23'
L7	N 08°24'29" E	100.32'
L9	N 00°15'37" E	230.20'
L10	N 00°15'37" E	979.15'
L11	N 89°49'42" E	60.00'
L12	S 00°15'37" W	324.91'
L13	S 89°53'32" E	65.00'
L14	S 00°15'37" W	652.52'
L15	S 89°49'24" E	30.00'
L16	S 00°15'37" W	623.68'
L17	N 89°44'23" W	95.44'
L18	S 00°08'56" E	20.01'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	133.91'	1186.50'	6°28'00"	N 05°10'28" E	133.84'
C2	159.27'	1120.00'	8°08'52"	N 04°20'03" E	159.14'

**DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY**

Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

South Avenue Extension

PREPARED FOR
City of Zephyrhills

JOB NO: 2021-305C01.BG00001 | DRAWN BY: CAG

**SKETCH ONLY
NOT A BOUNDARY SURVEY**

**SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION**



SURVEYING AND MAPPING
Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33576
(352) 588-2768 survey@dcjohnson.com
www.dccjohnson.com

CITY ATTORNEY'S REPORT 5.1

Text Amendment to Turning Lane Standards

First Reading **ORDINANCE NO. 1474-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES SECTION 150.01; AND AMENDING TABLE 1 OF SECTION 7.003.01 (SECTION 1) AMENDING THE EXISTING DE MINIMUS AND TRAFFIC IMPACT ANALYSIS TRAFFIC STUDY REQUIREMENTS AND (SECTION 10) AMENDING THE TRANSPORTATION MITIGATION (TURN LANE CRITERIA) AND ROADWAY AND INTERSECTION IMPROVEMENTS CRITERIA; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE."**

Issue:

Land Development Code Text amendments are proposed for recommended changes in traffic study / turn lane requirements. A Hot Spots map has also been created by Staff to identify / prioritize transportation corridors that have known issues that the City will begin addressing / developing solutions.

Background:

N/A

Attachment(s):

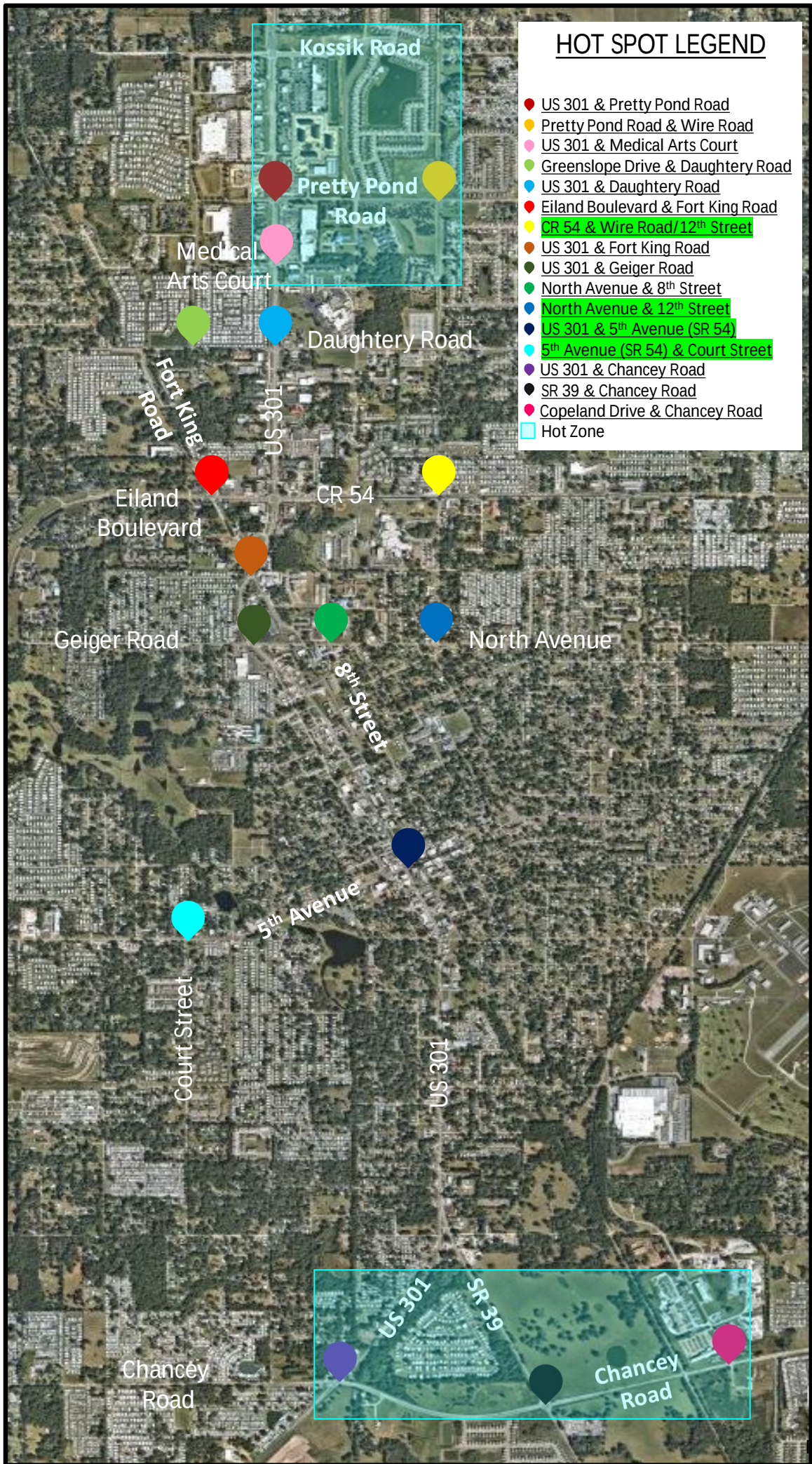
1. Hot Spots Map
2. Ordinance 1474-24 -Text Amendment to Turning Lane Standards

Fiscal Impact:

NA

Staff Recommendation:

Staff and Planning Commission recommended approval of this item.



ORDINANCE NO. 1474-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, AMENDING THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT SECTION 5.04.01 DETERMINATION OF PROJECT IMPACT; AMENDING SECTION 7.03.01 TRAFFIC STUDY REQUIREMENTS, AMENDING THE EXISTING DE MINIMIS AND TRAFFIC IMPACT ANALYSIS TRAFFIC STUDY REQUIREMENTS; AMENDING TABLE 1 OF SECTION 7.03.01; AMENDING THE TRANSPORTATION MITIGATION (TURN LANE CRITERIA) AND ROADWAY AND INTERSECTION IMPROVEMENTS CRITERIA; PROVIDING FOR REPEALER, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is in the City's interest to update the Land Development Code from time to time to assure that the Land Development Code adequately meets the needs of the City; and

WHEREAS, the City Council has determined that Increasing development in the City of Zephyrhills continues to affect operations on roadways within the City, and the need for a more standardized (and stringent) driveway turn lane criteria has become necessary to improve safety, capacity, and more efficient transportation operations

WHEREAS, the City Council desires to amend the City of Zephyrhills' Land Development Code as it relates the existing de minimis and traffic impact analysis traffic study requirements, the Transportation Mitigation (Turn Lane Criteria) and Roadway and Intersection Improvements Criteria;

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City of Zephyrhills Land Development Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows¹:

Section 1. Recitals.

The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. Authority.

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

Section 3. Amendments.

Section § 5.04.01 DETERMINATION OF PROJECT IMPACT of the City of Zephyrhills Land Development Code is hereby amended as follows:

§ 5.04.01 DETERMINATION OF PROJECT IMPACT.

An application for a Comprehensive Plan amendment, a rezoning or site plan approval of a proposed development shall determine the impact of the project by the following procedures:

(A) A traffic ~~impact analysis~~ study shall be prepared by the developer or his or her designee that includes a projection of the gross ~~daily~~ PM Peak-Hour trips to be generated by the project and the distribution of the trips onto adjacent streets. Institute of Traffic Engineers trip generation rates or another approved source shall be used as the basis for trip generation calculations.

¹ Proposed additions to text of City Code of Ordinances are indicated by underline; proposed deletions from text of City Code of Ordinances are indicated by ~~strikethrough~~.

(B) ~~A Traffic Impact Statement (TIS) will be required for a development may be defined as de minimus if the development that is anticipated to generate less than 1,200 gross daily trips. No additional concurrency analysis will be required for de minimus developments or equal to 100 gross PM Peak-Hour trips. A TIS will only require trip generation and turn lane analysis.~~

(C) ~~A traffic study is Traffic Impact Analysis (TIA) will be required if the for a development that is anticipated to generate more than 1,200 gross daily trips. If a traffic study is required, the traffic 100 gross PM Peak-Hour trips. A TIA will require trip generation, turn lane analysis, and hot spot locations/zones analysis. The traffic study analysis should be conducted following the procedures defined in Table 1: Traffic Study Requirements/Guidelines and Table 2: Traffic Study Assumptions Table 1: Traffic Study Requirements/Guidelines and Table 2: Traffic Study Assumptions.~~

(D) ~~Both de minimus All projects and projects, whether requiring a traffic study TIS or a TIA shall provide, at a minimum, the following level of service calculations at each project access point during the p.m. peak hour: a (1) A determination of need and length of turn lanes at project driveways consistent with the city's Land Development Code; and. Only projects requiring a TIA shall provide the following additional calculations at each project access point during the PM Peak-Hour:~~

~~(1) A determination of level of service, including vehicle-to-capacity (V/C) ratios; and~~

~~(2) A determination of need for traffic signals or other traffic control devices at project driveways.~~

(E) ~~Traffic analysis shall be conducted consistent with Table 2: Traffic Study Assumptions Table 2: Traffic Study Assumptions and shall be prepared using generally accepted traffic analysis standards and guidelines.~~

Section § 7.03.01 TRAFFIC STUDY REQUIREMENTS of the City of Zephyrhills Land Development Code is hereby amended as follows:

§ 7.03.01 TRAFFIC STUDY REQUIREMENTS

(A) ~~Proposed development projects are required to provide plans of their development projects to the Site Plan Review Committee, including a traffic study in accordance with section 5.04.01 § 5.04.01 to determine the impact on the transportation system.~~

(B) ~~Projects determined to be de minimus required to do a Traffic Impact Statement (TIS), are required to provide, at a minimum, the following information:~~

~~(1) Level of service calculations at each project access point during the p.m. peak hour;~~

~~(2) A determination of need and length of turn lanes at project driveways consistent with the city's Land Development Code; and.~~

~~(3) A determination of need for traffic signals or other traffic control devices at project driveways.~~

(C) ~~For projects where a traffic study Traffic Impact Analysis (TIA) is required, the traffic study TIA shall be prepared by the developer or his or her designee in accordance with Table 1: Traffic Study Requirements/Guidelines and Table 2: Traffic Study Assumptions Table 1: Traffic Study Requirements/Guidelines and Table 2: Traffic Study Assumptions and provide the following information:~~

- (1) Methodology statement;
- (2) Study area;
- (3) Analysis period;
- (4) Project traffic;
- (5) Existing conditions;
- (6) Background conditions;
- (7) Vested improvements;

- (8) Capacity analysis; and
- (9) Transportation mitigation.

(D) For projects within the city that front a county/state road, a pre-application meeting with Pasco County is required to determine Pasco County traffic study and review process requirements. Traffic study requirements should be sufficient to address both the city ~~concurrency~~ traffic study requirements and the county/state substandard road and access management requirements.

(E) All traffic analysis shall be conducted using generally accepted traffic analysis standards and guidelines.

Table 1: Traffic Study Requirements/Guidelines of § 7.03.01 of the City of Zephyrhills Land Development Code is hereby amended as follows:

Table 1: Traffic Study Requirements/Guidelines			
	Comprehensive Plan Amendments	Rezoning	Site Plan Approval (Concurrency)
	Guidelines	Guidelines	Guidelines
1. Traffic study requirements			
De minimus Traffic impact statement (TIS)	N/A	<= 1,200 gross daily trips <= 100 gross PM Peak-Hour trips	<= 1,200 gross daily trips <= 100 gross PM Peak-Hour trips
Traffic impact analysis (TIA)	All projects (roadways only)	> 1,200 gross daily trips > 100 gross PM Peak-Hour trips	> 1,200 gross daily trips > 100 gross PM Peak-Hour trips
2. Methodology statement			
	Methodology statement required and must be approved prior to beginning study. Upon review of methodology statement, methodology meeting may be required.	Methodology statement required and must be approved prior to beginning study. Upon review of methodology statement, methodology meeting may be required.	Methodology statement required and must be approved prior to beginning study. Upon review of methodology statement, methodology meeting may be required.
3. Study area			
Traffic impact analysis (TIA)	5% significance area - regulated roads	5% significance area-regulated roads Hot spot locations/zones within 1 mile of project	5% significance area regulated roads Hot spot locations/zones within 1 mile of project
4. Project traffic			

Trip generation	ITE or field measured (pass-by should be< 10% of total background traffic of adjacent roadway, internal capture < 20%)	ITE or field measured (pass-by should be< 10% of total background traffic of adjacent roadway, internal capture < 20%)	ITE or field measured (pass-by should be< 10% of total background traffic of adjacent roadway, internal capture < 20%)
Trip distribution	Adopted area model (TBRPM)	Adopted area model (TBRPM)	Adopted area model (TBRPM)
5. Existing conditions			
Intersection counts	Within 1 year of methodology	Within 1 year of methodology	Within 1 year of methodology
Roadway counts	Within 1 year of methodology	Within 1 year of methodology N/A	Within 1 year of methodology N/A
6. Background conditions			
Vested developments	N/A	Local DRI or approved development information provided by city	Local DRI or approved development information provided by city
7. Vested improvements (future conditions)			
CIP improvements	Construction funded within 3 years	Construction funded within 3 years	Construction funded within 3 years
Development improvements	Project buildout within 3 years	Project buildout within 3 years	Project buildout within 3 years
8. Capacity analysis			
Intersection analysis	N/A		
Signalized intersections	N/A	Synchro	Synchro
Unsignalized intersections	N/A	HCS or Synchro	HCS or Synchro
Roadway analysis			
Generalized analysis	FDOT Tables	FDOT Tables N/A	FDOT Tables N/A
Detailed analysis	Synchro	Synchro N/A	Synchro N/A
9. Transportation mitigation			
Roadway improvements	Pasco County substandard road criteria	Pasco County substandard road criteria N/A	Pasco County substandard road criteria N/A

Intersection improvements		Turn lanes (FDOT index 301 <u>Exhibit 212-1</u> & plans prep)	Turn lanes (FDOT index 301 <u>Exhibit 212-1</u> & plans prep)
Driveway improvements	N/A	Turn lanes (FDOT index 301 <u>Exhibit 212-1</u> & plans prep)	Turn lanes (FDOT index 301 <u>Exhibit 212-1</u> & plans prep)
Proportionate share mitigation	N/A	N/A	Proportionate share ordinance

Table 2: Traffic Study Assumptions (Detailed) of § 7.03.01 of the City of Zephyrhills Land Development Code is hereby amended as follows:

Table 2 Traffic Study Assumptions (Detailed).	
Traffic Study Assumptions	Description
1. Traffic study requirements	
De minimus Traffic impact statement (TIS)	<= 1,200 gross daily trips <u><= 100 gross PM Peak-Hour trips</u>
Traffic impact analysis (TIA)	> 1,200 gross daily trips <u>> 100 gross PM Peak-Hour trips</u>
2. Methodology statement	
	Site location, Site Plan
	Trip gen (proposed land uses and sizes)
	Trip distribution, growth rate, analysis procedures defined
3. Study area	
Traffic impact analysis (TIA)	Intersections on roadways with 5% impact to the adopted service volume standard (defined by the FDOT Generalized Tables) <u>Hot spot locations/zones within 1 mile of project</u>
4. Analysis period	
Traffic impact analysis (TIA)	P.M. peak hours plus for office and industrial: a.m. peak hour for project traffic & turn lane calculations
5. Project Traffic	
Trip generation	
Internal capture	ITE Handbook, internal capture must be < 20%. For internal capture percentages greater than 20%, it must be documented in an engineering study and approved by the city.
Pass-by capture	ITE Handbook, unless documented by engineering study. Pass-by capture should be < 10% of total background traffic of adjacent roadway.
Trip distribution	
Traffic impact analysis (TIA)	Adopted Area model (CUBE model)
6. Existing conditions	
Intersection counts	Study intersection counts within 1 year of methodology
Peak season adjustments	FDOT peak season correction factor

Roadway counts	Study roadway counts within 1 year of methodology (roadways can be determined by averaging adjacent intersection counts)
Peak season adjustments	FDOT peak season correction factor
7. Background conditions	
Vested developments	DRIs or other large developments tracked by city
Area growth	Based upon historical data up to 5 years, where available

<i>Traffic Study Assumptions</i>	<i>Description</i>
8. Vested improvements	
CIP improvements	Construction funded within 3 years
Development improvements	Development improvements within 3 years
9. Capacity analysis	
Signalized intersection analysis	HCS or synchro analysis of intersections
Defaults	
PHF	Intersection based PHF, consistent with counts (field measured). If a different PHF is to be used, then they are to be approved by the city prior to applying in the analysis.
Heavy vehicles	Percent heavy vehicles by approach if required by city
Clearance intervals	Controller settings, otherwise assume 4 seconds yellow, 2 seconds all red
Pedestrian intervals	Include at intersections where ped signals with walk phases on every cycle
Signal phasing	Controller settings or field measures
Los Standards	
Minimum movement LOS	LOS “E”, LOS “F” with v/c <= 0.8
Minimum approach LOS	LOS “E”
Minimum intersection LOS	LOS “D” (for state facilities, standards should comply with FDOT LOS standards)
Unsignalized intersection analysis	HCS or synchro analysis of intersections
Defaults	
Heavy vehicles	Percent heavy vehicles by approach if required by city
Los Standards	
Minimum movement LOS	LOS “E”, LOS “F” with v/c = 0.8, can be field verified determined through delay study
Minimum approach LOS	LOS “E”
Minimum intersection LOS	LOS “D” at all-way stop-controlled intersections
Roadway analysis (CPA Only)	
Analysis	
Generalized LOS analysis	FDOT generalized tables
Detailed arterial LOS analysis (signals <= 2 mi apart)	HCM arterial analysis (synchro, HCS)
Detailed highway LOS analysis (signals > 2 mi apart, 2-lane)	HCM two-lane highway analysis (synchro, HCS)

Traffic Study Assumptions	Description
Detailed highway LOS analysis (signals > 2 mi apart, 4-lane or greater)	HCM multi-lane highway analysis (synchro, HCS)
Los standards	
Minimum road LOS	LOS “D”
10. Transportation mitigation	
Roadway improvements <u>(CPA Only)</u>	
Substandard roads	Consistent with city/Pasco County requirements
Intersection improvements	
Turn lane warrants	NCHRP 457 <u>Refer to the City’s Turn Lane Criteria document</u>
Turn lane improvements	
Deceleration distance	FDOT index 304 <u>Exhibit 212-1</u>
Storage distances	FDOT Plans Preparation Manual
Signalization	MUTCD warrant criteria
Timing & phasing improvements	Consistent with agency approval
Driveway improvements	
Turn lane warrants	NCHRP 457 <u>Refer to the City’s Turn Lane Criteria document</u> , unless required as condition of approval by city
Turn lane improvements	
Deceleration distances	FDOT index 304 <u>Exhibit 212-1</u>
Storage distances	FDOT Plans Preparation Manual
11. Documentation (report format)	
Comprehensive plan amendments	
Sections	
Introduction	Project site description and proposal changes
Project traffic	Trip generation and distribution
Study area	Intersections on roadways with 5% impact to the adopted service volume standard (defined by the FDOT generalized tables) and adjacent roadways and intersections.
Existing conditions	Existing roadway counts
Future conditions	Existing + background growth + project traffic conditions
Capacity analysis	Roadway analysis only
Transportation mitigation	Roadway improvements only
Conclusions	Project site description, analysis and mitigation summary
Figures	
Project traffic	
Existing conditions	
Future Conditions	

Section 3. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 4. Severability.

Section 5. Inclusion into the Code.

Section 6. Effective Date.

Lance A. Smith, Council President

Lance A. Smith, Council President

Melonie Bahr Monson, Mayor

Matthew E. Maggard, City Attorney



Real Time Crime • CellHawk • Toolbox

6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

QUOTE

CUSTOMER:

Zephyrhills Police Department

Zephyrhills, FL 33542

Date: 2/22/2024
Quote#: Q-16683-4
Terms: Quote Only
Agency ID: 16683

Service Dates:

3/1/2024 – 9/30/2024

DESCRIPTION

TOTAL

LeadsOnline PowerPlus Investigation System Service Package

\$2,355

**Thank you for your interest in LeadsOnline! Please contact your
LeadsOnline representative to move forward with this quote.**

Total: \$2,355

We accept Checks, Credit Cards, and EFT/ACH Payments

LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party. If Customer cannot agree to receive Services without material changes to these terms, please contact your LeadsOnline representative for a revised quote or invoice.

Update Your Billing Contact Information:

www.leadsonline.com/update

Download our W-9:

www.leadsonline.com/w9

Please call (800) 311-2656 or email
accounting@leadsonline.com should you have any
questions about this quote.

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (**Agreement**) is between LeadsOnline LLC, a Delaware limited liability company (**LeadsOnline**), Zephyrhills Police Department (**Customer**), and is effective as of the date of the last signature below. This agreement contemplates one or more Order Forms for Services, which are governed by the terms of this agreement.

1. SOFTWARE SERVICE.

This agreement and the applicable Order Form provide Customer access to and usage of an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, as specified on an Order Form and limited to the number of Eligible Users defined and listed on the Order Form (**Service**).

2. USE OF SERVICE.

- a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (**Customer Property**).
- b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this agreement. Customer grants LeadsOnline the right to use the Customer Property solely for Purposes of performing under this agreement (which includes, without limitation, the right for LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.
- c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, and (vii) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.
- d. **Governmental Agency Public Records Clause.** If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.
- e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's technical documentation (including without limitation, video tutorials) and applicable law.
- f. **LeadsOnline Support.** LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (**Support**), which is located at leadsonline.com/support.

3. WARRANTY DISCLAIMER.

THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally cause or introduce any defect, virus, Trojan horse, spyware, malware, or other program code designed to erase, disable, or otherwise harm or interfere with Customer's equipment, data, or other programs.

LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

LeadsOnline shall indemnify, hold harmless, protect and defend Customer and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Service), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by LeadsOnline in the performance of the Services provided under this Agreement. Notwithstanding the foregoing, this paragraph shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of the Service or information derived from the Service or any other breach of this Agreement by Customer.

4. PAYMENT.

- a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.
- b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

5. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information *means* all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.
- b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this agreement.

- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

6. INFORMATION SECURITY.

- a. **Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:
- i. agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.
 - ii. ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have a) completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators, network administrator and b) submitted to and successfully passed state of residency and national fingerprint-based record checks.
 - iii. apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.
 - iv. maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.
 - v. maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.
 - vi. log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.
 - vii. respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.
 - viii. purge any Customer Property upon Customer's written request.

7. INSURANCE.

LeadsOnline shall maintain insurance policies for property, general liability, auto, errors and omissions/cyber liability insurance.

8. PROPERTY.

- a. **Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this agreement.
- b. **Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service or its output by a third party.; (ii) use the Service to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer the Service; or (vi) access the Service to build

a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.

- c. **Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (**Audit Information**). Audit Information is not Customer Property.

9. TERM AND TERMINATION.

- a. **Term.** This agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.
- b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.
- c. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period if the breach has not been cured.
- d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.
- e. **Government Customers. Termination of an Order Form due to non-appropriation of funds.** Government Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.
- f. **Return of Customer Property.**
- *Within 60 days after termination*, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.
 - *After such 60-day period*, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

10. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**
- b. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.**

11. GOVERNING LAW AND FORUM.

Government Customers. For governmental Customers, this agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

All other Customers. For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas

and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

12. OTHER TERMS.

- a. **Entire Agreement and Changes.** This agreement and the Order Form constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise, or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both parties sign an amendment to this agreement.
- b. **No Assignment.** Neither party may assign or transfer this agreement to a third party, except that the agreement and all Order Forms may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.
- c. **Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.
- e. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.
- f. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.
- g. **No Additional Terms.** LeadsOnline rejects additional or conflicting terms of a Customer's form-purchasing document.
- h. **Order of Precedence.** If there is an inconsistency between this agreement and an Order Form, the Order Form prevails.
- i. **Survival of Terms.** All provisions of this agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this agreement shall survive expiration or termination of this agreement until fully performed or otherwise are inapplicable.
- j. **Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

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13. SIGNATURES.

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LeadsOnline LLC (LeadsOnline)	Zephyrhills Police Department (Customer)
Signature:	Signature: 
Printed Name: Alexander Finley	Printed Name: Derek Brewer
Title: CEO	Title: Chief of Police
Date:	Date:
Address: 6900 Dallas Parkway, Suite 825 Plano, TX 75024-4200	Address: 6118 8th St Zephyrhills, FL 33542


William C. Poe, Jr.
City Manager
3/11/24

LEADSONLINE ORDER FORM: POWERPLUS

CUSTOMER: ZEPHYRHILLS POLICE DEPARTMENT

UNIT: POLICE DEPARTMENT

ORDER FORM NO.: Q-16683-4

1. SERVICE.

LeadsOnline PowerPlus Investigation System Service for Law Enforcement Agency users (**Service**).

Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE.

Law Enforcement Use: Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS.

Audit Records means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.

Deconfliction Data means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.

Law Enforcement Official means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.

Reporting Business means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

Repository Data means data and any other information LeadsOnline has received from entities other than the Customer.

Transaction Data means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

Analysis Files means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS.

Service Recipient: An unlimited number of authorized personnel of Zephyrhills Police Department in its Police Department, each with a unique login (**Eligible Users**).

- Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
- During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES.

Order Term: This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

Renewals: Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for an additional one-year term by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

SERVICE PERIOD	DUE DATE	AMOUNT
Start Date through September 30, 2024	Due upon receipt	\$2,355
October 01, 2024 through September 30, 2025	Due on or before October 01, 2024	\$4,037
October 01, 2025 through September 30, 2026	Due on or before October 01, 2025	\$4,158
October 01, 2026 through September 30, 2027	Due on or before October 01, 2026	\$4,283

6. SERVICE DESCRIPTION.

CAPABILITY	DESCRIPTION
PowerPlus Nationwide Search	Nationwide search access through pawn shop, secondhand store and scrap metal recycler transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property after. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date. Possible associates report to identify other leads in cases. Advanced property identification to overcome incomplete descriptions and missing information. Daily Stats (hits and statistics for each user).
Nationwide Inter-Agency Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.
Phone Forensic Extraction Search	Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find identify and link activity of suspects.
NCIC Stolen Property Notification	Automated alerts on property including guns, articles and vehicles from your cases found within and outside of your jurisdiction.
Person / Property Notification	Automatic alerts on suspects, wanted persons and stolen property from your agency's lists.
Compliance Management	Free online reporting system for all pawn/secondhand stores. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message Inbox for alerts and communication to and from businesses in your jurisdiction. Unlimited technical support for reporting businesses.
OfferUp & eBay Marketplace Access	Identify persons in your cases when evidence is found in online listings.
Unlimited Support	Updates, training and support for Customer personnel and businesses.
CompStat Mapping System	Visualize suspect activity within and outside your jurisdiction.

LeadsOnline Toolbox

Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.

Statement Analyzer

Identify inconsistencies and opportunities for follow-up in statements.

Citizen Property Inventory System

Community engagement for improved reporting in property crimes.

7. ONBOARDING, TRAINING AND TECHNICAL SUPPORT.

- Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.
- LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos and live support.
- Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

8. MISC.

This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** dated **March 01, 2024** (**Agreement**). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

LeadsOnline LLC (LeadsOnline)	Zephyrhills Police Department (Customer)
Signature:	Signature: 
Printed Name: Alexander Finley	Printed Name: Derek Brewer
Title: CEO	Title: Chief of Police
Date:	Date:
Address: 6900 Dallas Parkway, Suite 825 Plano, TX 75024-4200	Address: 6118 8th St. Zephyrhills, FL 33542


William C. Poe, Jr.
City Manager
3/11/24

TASK ORDER# CZH2408

DATE: 3/6/24

SUBJECT: Tucker Rd, Alston to WWTP Survey and SUE Work

PURPOSE: To perform underground investigation and survey work to determine route for future Tucker Rd force main extension.

COMPENSATION AND CONTRACT: \$49,630.75 PCU Contract No 19-031

SCOPE: Pot hole and survey existing utilities in 100' intervals along Tucker Rd and Alston from proposed connection point at Copeland Dr to termination point at existing force main at the WWTP. Survey will be used in design of Tucker Rd force main extension.

All Construction is to be in accordance with the State of Florida Building Codes, latest edition, as well as the required inspections.

Potential End Date : August 30, 2024

Owner:

City of Zephyrhills

By:



William C. Poe Jr., City Manager

Contractor:

Killebrew Inc.

By: *Richard Bushart*