



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, May 13, 2024
6:00 PM**

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

<https://meet.goto.com/765166397>

or dial in using your phone:

+1 (408) 650-3123 - Access Code: 765-166-397

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Kenneth M. Burgess, Jr.

Roll Call – City Clerk Lori Hillman

Invocation – Andres Sequera, Director of Mission and Ministry at AdventHealth Zephyrhills

Pledge of Allegiance – Council President Kenneth M. Burgess, Jr.

1. MAYOR

1.1 Hospital Week Proclamation

1. AdventHealth

1.2 National Public Works Week Proclamation

1. Public Works Proclamation

1.3 Russell Schmidt Proclamation

1. Russell Schmidt

1.4 Luan Gore Proclamation

1. Luan Gore

1.5 LeAnne John Proclamation

1. LeAnne John

1.6 Pasco County Students Working Against Tobacco (SWAT) Presentation by Wendall

Krinn Technical High School

1. Decision Maker Copy of Slide Set Template_Tobacco-Free Parks_NO Beaches - Approved Through 6-30-25
2. 1444878_PORT-TFPubOrgFactSheet_op1_092222
3. Exposure to Second Hand Smoke In Children
4. Vaping-and-Youth-Infographic-

2. CONSENT ITEMS

- 2.1 Approval of April 22, 2024 Meeting Minutes
 1. M04-22-2024
- 2.2 Approval of Palm Bay Piggyback with L.J. Powers, Inc. Agreement No. 41-24-16 - 2 of 4, 12 Month Extension
 1. Piggyback of Agreement L.J. Power_ Inc. and Palm Bay
- 2.3 Approval of Amended Agreement to Piggyback on the Appalachian Material Services, Inc. (AMS) Agreement No. 41-20-10 Agreement with Tarpon Springs for Sludge Hauling Services Due to Price Escalation
 1. Amendment to Agreement to Piggyback - AMS
 2. Exhibit A
 3. Exhibit B
 4. Exhibit C
- 2.4 Approval of Southern Corrosion, Inc. Agreement No. 41-24-13
 1. SOUTHERN CORROSION AGREEMENT -PROF_TANK_MAINT_SERVICES 41-24-13(30710220.1)
 2. Exhibit A
 3. Exhibit B
 4. Exhibit C
- 2.5 Supplemental No. 1 to FDOT Contract No. G2151 - FPN 450716-1-54-01 South Avenue Extension 24-23-01 (National Guard)
 1. 450716 1 South Ave Ext SFGA - Supp 1
 2. 24-23-01 South Avenue Extension - National Guard
- 2.6 Community Hope and Intervention Project of Zephyrhills (CHIPZ, Inc.) Grant Agreement No. 24-24-04
 1. GRANT AGREEMENT - CHIPZ_ INC.(30625727.1)
- 2.7 Approval of City of Titusville Piggyback with InfoSend Agreement No. 41-24-17 for Utility Billing Printing and Mailing Services
 1. Piggyback of Agreement City of Titusville and InfoSend with Exhibit A

3. BUSINESS ITEMS/FINANCE DIRECTOR'S REPORT

- 3.1 Presentation of 2023 Audit - Annual Comprehensive Financial Report
 1. 2023 Zephyrhills audit
- 3.2 Request for Additional Positions for Utility Billing

4. CITY MANAGER'S REPORT

- 4.1 CPH Consulting, LLC Professional Services Agreement No. 37-24-05 for Engineering, Design and Construction of City Complex

1. Agreement with CPH Consulting LLC for City Complex Design
2. ZEPHYRHILLS CPH A_E WORK ORDER_Final-CPH Signed
3. Zephyrhills Schedule

5. CITY ATTORNEY'S REPORT

- 5.1 Residential Moratorium 12 Month Extension (June 26, 2024 - June 25, 2025)
First Reading **ORDINANCE NO. 1479-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE."**
 1. Ordinance 1479-24 - Residential Moratorium 12 Month Extension

6. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

7. NOTED ITEMS

- 7.1 SPR-68-23 Re-Plat of the Market at Zephyrhills
 1. FINAL Approved Plat 94 PGS53-57
- 7.2 49-19-PLT Links at Calusa Springs Maintenance Bond Release
 1. 49-19-PLT Links at Calusa Springs Maintenance Bond Release
- 7.3 41-24-10 Centennial Contractors
 1. Centennial Contractors

ADJOURN

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



PROCLAMATION

WHEREAS, the AdventHealth Zephyrhills team consisting of more than 1,000 physicians, nurses and staff delivers unparalleled, consistent healthcare, which includes clinical expertise in cardiology, emergency care, surgical services, obstetrics, neurosurgery, stroke care, rehabilitation, imaging, laboratory, wound care, diabetes, and women's services; and

WHEREAS, AdventHealth Zephyrhills has been a steadfast pillar of healthcare excellence in our community for nearly 40 years, providing compassionate care, innovative treatments, and unwavering support to individuals and families in our community; and

WHEREAS, AdventHealth Zephyrhills has been recognized with an "A" Hospital Safety Grade from the Leapfrog Group, a national nonprofit watchdog that sets standards for excellence in patient care; and

WHEREAS, AdventHealth Zephyrhills has been recognized for being in the top 5 percent of hospitals nationwide for clinical excellence by Healthgrades, for four years in a row; and

WHEREAS, AdventHealth Zephyrhills has earned the Top Workplaces USA award for two years in a row, demonstrating an ongoing commitment to growing a diverse workforce and inclusive work environment; and

WHEREAS, Hospital Week provides an annual opportunity for individuals and communities to express gratitude, appreciation, and support for healthcare professionals, recognizing their tireless efforts and profound impact on the lives of others; and

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida do hereby proclaim the week of May 7-13, 2024 as Hospital Week in Zephyrhills and ask all residents to join us in honoring the healthcare heroes who care for our community every day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 13th day of May, 2024.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson

Melonie Bahr Monson, Mayor

Attest:

Lori L. Hillman

Lori L. Hillman, City Clerk



PROCLAMATION

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

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

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

WHEREAS, this year's theme "ADVANCING QUALITY OF LIFE FOR ALL" marks the 64th annual National Public Works Week in a tribute to all Public Works employees who create the foundation of a stronger, more livable community; and

RESOLVED, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida do hereby proclaim the week of May 19-25, 2024 as National Public Works Week and I urge all our citizens to join with representatives of the American Public Works Association and the City of Zephyrhills Department of Public Works in activities and ceremonies designed to pay tribute to our Public Works Professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 13th day of May, 2024.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson

Melonie Bahr Monson, Mayor

Attest:

Lori L. Hillman

Lori L. Hillman, City Clerk



PROCLAMATION

WHEREAS, the Zephyrhills High School Band is a cherished part of the Zephyrhills community, a popular feature of community parades and events; and

WHEREAS, Russell Schmidt has been a musical fixture in Pasco County schools for 39 years, including serving as band director at Raymond B. Stewart Middle School for five years, Pasco High School for four years and Zephyrhills High School for 27 years; and

WHEREAS, Mr. Schmidt brought an untold level of excellence and professionalism to high school music, receiving nearly 45 superior ratings in state competitions, including three at state MPA performances. He participated in 25 appearances at the Lakeside Jazz Festival in Port Orange, Florida, a statewide venue of preeminent jazz competitions. Further, Mr. Schmidt worked to bring back the Pasco All-County and chorus programs, underscoring his commitment to nurturing musical talent among students and enriching the cultural landscape in Pasco County; and

WHEREAS, Mr. Schmidt is a graduate of Southwest Texas State University (now Texas State University) and DePauw University. He and his wife, Donalee, have three sons and five grandchildren. As a local band director, Mr. Schmidt has participated in 100 local parades and countless community events with both the full band and jazz band students; and

WHEREAS, the longtime choral director will retire this academic year, passing the torch to a new director and students after a 39 year educational and musical career in Pasco County and includes three years teaching in Texas.

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida, along with members of City Council and fellow residents of the community, proclaim May 13, 2024 as a day of honor and appreciation to Mr. Russell Schmidt in recognition of his many contributions to the City of Zephyrhills and Pasco County.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this the 13th day of May, 2024.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson
Melonie Bahr Monson, Mayor

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



PROCLAMATION

WHEREAS, the Zephyrhills High School Chorus is the oldest course elective offered at ZHS, established in 1910, and is the oldest continuous choral program in Pasco County; and

WHEREAS, Luan Gore, a fifth generation Zephyrhillsian, graduate of Zephyrhills High School (Class of 1977), and lifelong community resident, served as choral director at her alma mater for 17 years; and

WHEREAS, as choral instructor, she learned her musical craft at the feet of such teaching legends as Artiste Parsons and John T.V. Clark, her musically inclined mother, Louise, and her co-educator Russell Schmidt, enabling her to share her teaching accomplishments to generations of ZHS students; and

WHEREAS, Ms. Gore began her teaching career at Woodland and West Elementary Schools, and also taught at Raymond B. Stewart Middle School. She is a graduate of the Florida State University and prior to her teaching career was a print and radio and television journalist in San Francisco, California and in Tampa and St. Petersburg. She also worked as a reporter for WPAS, a local radio affiliate in Zephyrhills; and

WHEREAS, Ms. Gore used her skills to raise \$20,000 through choral concerts to assist homeless students in the Zephyrhills community who were assisted by the ABC program and participated in Founders' Day parades – once flash mobbing the judges table and master of ceremonies with a rendition of “The Time Warp” and participating in other community events; and

WHEREAS, the longtime choral director will retire this academic year, passing the torch to a new director and students after a decade and half educational and musical career.

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida, along with members of City Council and fellow residents of the community, proclaim May 13, 2024 as a day of honor and appreciation to Ms. Luan Gore in recognition to her many contributions to the City of Zephyrhills.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this the 13th day of May, 2024.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson

Melonie Bahr Monson, Mayor

Attest:

Lori L. Hillman

Lori L. Hillman, City Clerk



PROCLAMATION

WHEREAS, Zephyrhills High School recognizes the contributions of its instructors for their contributions to the educational system and preparing students for future success; and

WHEREAS, the school and Pasco County School District annually recognize an outstanding instructor with special distinction; and

WHEREAS, LeAnne John, an agricultural science and veterinary assisting teacher at ZHS, was named the 2024 Teacher of the Year by both Zephyrhills High School and Pasco County School District, a singular acknowledgement of her teaching prowess and ability to connect with her students; and

WHEREAS, Ms. John is herself a product of the Pasco County school system and a graduate of the University of South Florida and previously taught at West Zephyrhills Elementary School where she was named Teacher of the Year; and

WHEREAS, her professional focus has been to promote the sciences and agricultural field in addition to serving as 4-H leader and Pasco County Fair Association president

NOW, THEREFORE, I, Melonie Bahr Monson, by the virtue of the authority vested in me as Mayor of the City of Zephyrhills, along with members of City Council and fellow residents of the community, proclaim May 13, 2024 as a day of honor to Ms. LeAnne John in recognition of her teaching acumen and contributions to the students of the City of Zephyrhills and Pasco County.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this the 13th day of May, 2024.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson, Mayor

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

YOUNG LUNGS AT PLAY

Tobacco-Free Parks Protect Kids





OUR VISION

Every person in the City of Zephyrhills can enjoy the great outdoors—free from toxic smoke and litter.



OUR CURRENT REALITY

- Two-thirds or approximately (64%) of youth in Pasco County are **exposed to secondhand smoke**.



OUR CURRENT REALITY

- Two-thirds or approximately (64%) of youth in Pasco County are **exposed to secondhand smoke**.
- Cigarettes are the **most littered item**.



OUR CURRENT REALITY

- Two-thirds or approximately (64%) of youth in Pasco County are **exposed to secondhand smoke**.
- Cigarettes are the **most littered item**.
- U.S. poison control centers reported 9,500+ cases involving children < 6 exposed to tobacco products in 2020.



SECONDHAND SMOKE IS TOXIC

- There is **no safe level of exposure**.

Sources: 1) HHS, 2006; 2) HHS, 2014; 3) Tehrani et al., 2021, 4) Williams, et al., 2019; 5) Rabinoff et al., 2007; 6) U.S. Census Bureau, 2022; 7) Florida Department of Health, 2022; 8) Latvala et al., 2014; 9) NIDA, 2020.



SECONDHAND SMOKE IS TOXIC

- There is **no safe level of exposure**.
- Children exposed to secondhand smoke have an increased risk of **sudden infant death syndrome, asthma, and cancer**.

Sources: 1) HHS, 2006; 2) HHS, 2014; 3) Tehrani et al., 2021, 4) Williams, et al., 2019; 5) Rabinoff et al., 2007; 6) U.S. Census Bureau, 2022; 7) Florida Department of Health, 2022; 8) Latvala et al., 2014; 9) NIDA, 2020.



SECONDHAND SMOKE IS TOXIC

- There is **no safe level of exposure**.
- Children exposed to secondhand smoke have an increased risk of **sudden infant death syndrome, asthma, and cancer**.
- Both cigarettes & electronic vapor products contain **nicotine, lead, and formaldehyde**.

Sources: 1) HHS, 2006; 2) HHS, 2014; 3) Tehrani et al., 2021, 4) Williams, et al., 2019; 5) Rabinoff et al., 2007; 6) U.S. Census Bureau, 2022; 7) Florida Department of Health, 2022; 8) Latvala et al., 2014; 9) NIDA, 2020.

HEALTHY KIDS

Tobacco-free spaces:

- **Reduce secondhand smoke exposure**
- Reduce tobacco use
- Denormalize tobacco use

Sources: 1) Johns et al., 2015; 2) Klein et al., 2012; 3) Albers et al., 2007; 4) HHS, 2006.





HEALTHY ENVIRONMENT

Tobacco products are toxic for the planet.

- **Lead, arsenic, and other chemicals** in cigarettes & vape products cause pollution.
- Cigarette filters & electronic vapor products are **not biodegradable**.
- The tobacco industry **cuts down 600 million trees** every year.



HEALTHY ECONOMY

- **Litter hurts tourism.**
- Pristine natural areas are core to Florida's economic health.



WHY NOW?

- In July 2022, the Florida Clean Air Act was updated.
- **Counties & municipalities can now restrict smoking & vaping in public parks & beaches** (unfiltered cigars are excluded from regulation).

Source: § 386.209, Fla. Stat. (2022).

A MODEL ORDINANCE

The Public Health Law Center created a model ordinance for Florida counties & municipalities that would:

- **Prohibit smoking & vaping** on public parks & beaches
- **Require signage**
- **Allow for enforcement**





A BRIGHTER FUTURE

Protecting kids today can improve public health for generations to come.



THANK YOU!!

FLORIDA OUTDOOR SHARED SPACES

SMOKEFREE POLICIES CAN HELP
OUR LOCAL ENVIRONMENT.



The Florida Clean Air Act was first passed in 1985 and adjusted over time to protect public health.



The recent update to Florida's seminal Florida Clean Air Act, "The Regulation of Smoking by Counties and Municipalities Act", allows local governments to enact policies to restrict smoking in outdoor shared spaces they own and operate, such as public beaches and community parks.



This change allows local leaders to set policies tailored to their communities rather than a statewide policy covering both Florida's smallest towns and biggest cities.



Communities can also set policies regarding the use of e-cigarettes and other tobacco products in public places. Only unfiltered cigars are specifically omitted from the new local enforcement.



Since the law took effect July 1, 2022, many cities and counties across Florida have already begun to discuss how smokefree public places could help reduce a major source of toxic litter and how restrictions on tobacco use in places where kids play could keep young people from ever starting to use these products.

FREQUENTLY ASKED QUESTIONS



Are cigarette butts found on the beach often?

For over 30 years, cigarette butts have been the most commonly found item in Ocean Conservancy's annual Florida beach cleanup. Florida communities today spend thousands of dollars each week collecting thousands of cigarettes from public places. This toxic waste product was encountered more than all the straws and stirrers, cans, glass bottles and plastic grocery bags combined.



How do cigarette butts impact the environment?

Cigarettes are not biodegradable, and the plastics and toxic chemicals in cigarettes and their filters can be harmful if they enter the water supply. Cigarette butts can also be ingested by curious children, pets, or marine life mistaking the litter for food.



Is e-cigarette waste a problem?

The Environmental Protection Agency (EPA) lists "nicotine & salts", the chemicals found in e-cigarette cartridges and disposable devices, as an "acute hazardous waste." Lithium-ion batteries, which are found in rechargeable e-cigarettes, are not only hazardous waste, but have also been known to explode and catch fire.



Will smokefree shared spaces negatively impact tourism?

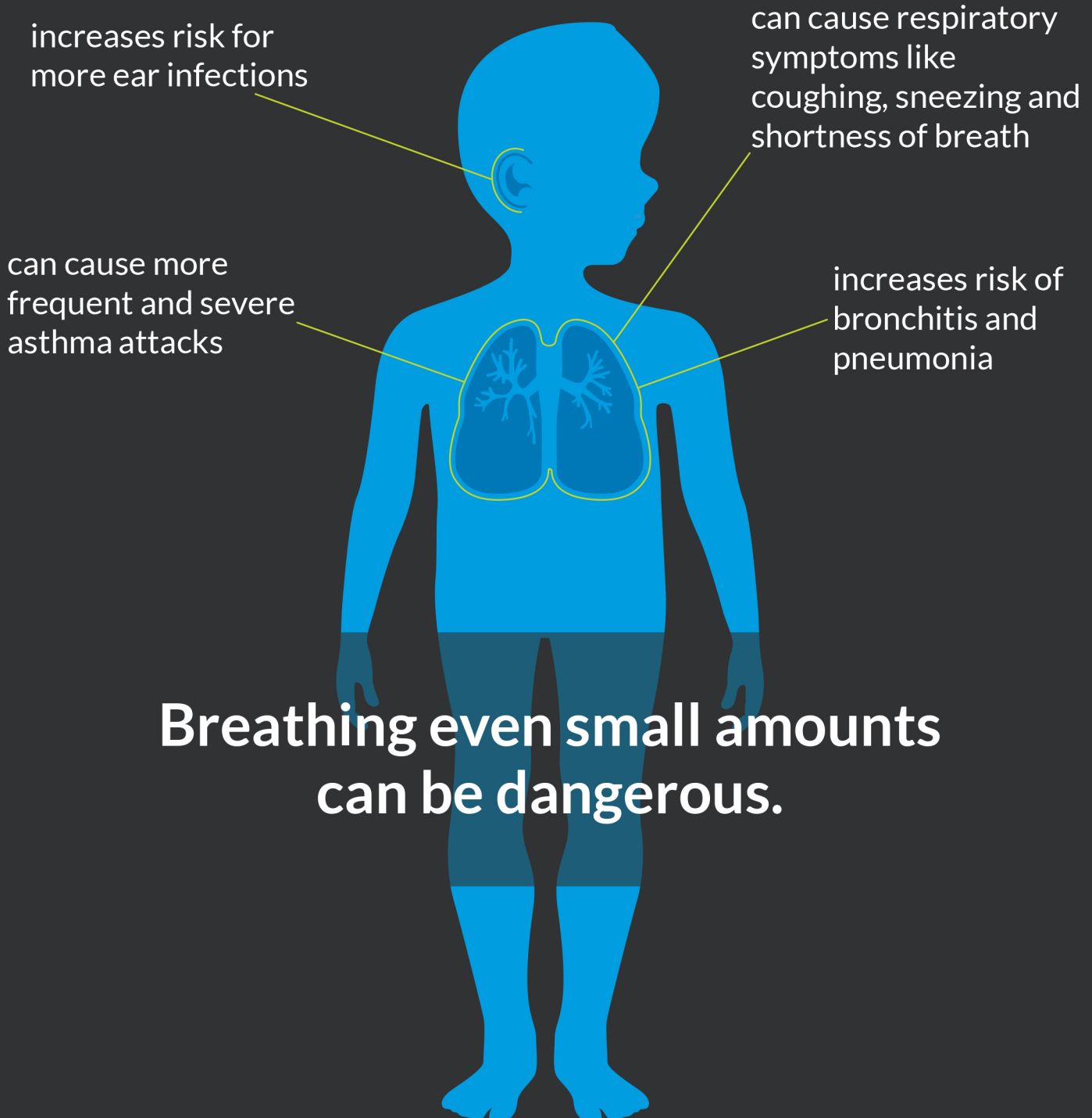
Smokefree public policies can help support the economy by increasing tourism due to clean, pristine beaches. Litter free beaches are cited as an important decision-making factor when choosing a vacation destination. With thousands of public parks and hundreds of beaches across the country with smokefree policies, clean and smokefree beaches will become increasingly more important for Florida's visitors.



What is the local impact of smokefree beaches and parks?

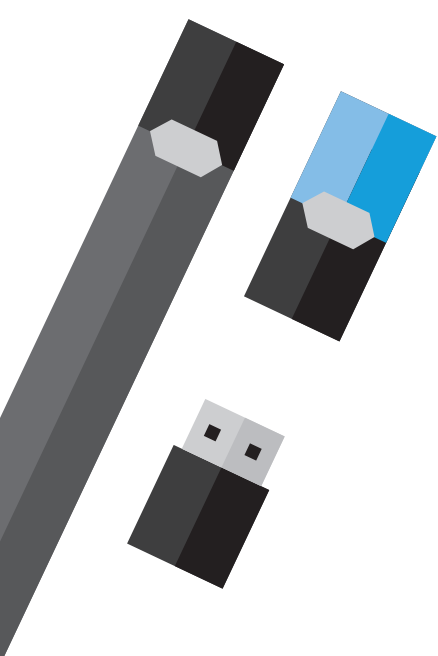
Smokefree shared space policies change the social norms surrounding tobacco and prevent people, including teens, from starting to smoke. When communities introduce smokefree policies, they also reduce the risk of exposure to secondhand smoke, which is associated with thousands of deaths each year. Spaces like beaches and parks are part of promoting a healthy, active lifestyle. Smoking bans in public places have been found to directly and significantly reduce the number of hospital admissions with cardiac events such as heart attacks.

EXPOSURE TO SECONDHAND SMOKE IN CHILDREN



E-EPIDEMIC: VAPING AND YOUTH

LEARN THE FACTS

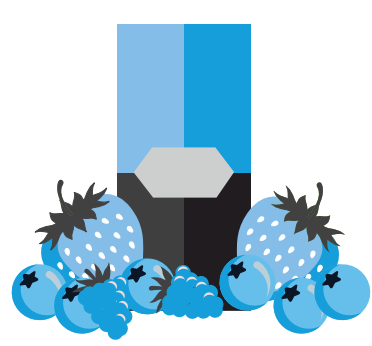


E-cigarette companies claim that their products are intended for adults. Skyrocketing prevalence rates among teens tell a different story.

The most popular e-cigarette brand is JUUL. Other manufacturers have launched similar products. Here's what you need to know about these products:



Deliver high levels of nicotine

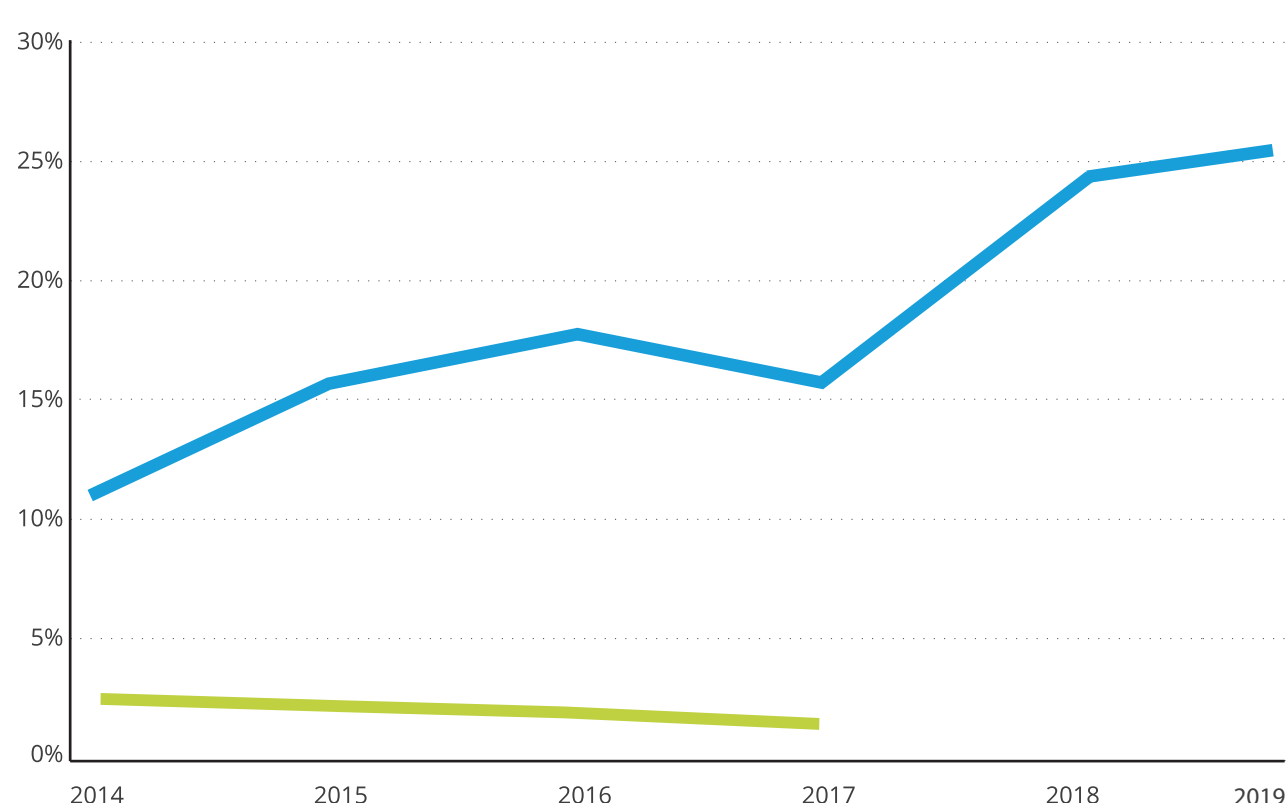


Come in a variety of flavors that appeal to teens



Easy to conceal and are even being used in schools

E-CIGARETTE RATES
FLORIDA HIGH SCHOOL STUDENTS VS. U.S. ADULTS



In December 2018, Marlboro cigarette maker Altria purchased a stake in JUUL for \$12.8 billion. Other Big Tobacco companies, including R.J. Reynolds, have launched similar rechargeable e-cigarette devices.

In 2006, these tobacco companies were found guilty of violating civil racketeering laws (RICO) for conspiring over decades to deceive Americans about the health effects of smoking, the addictiveness of nicotine, and their marketing to youth.

Last updated: 01/08/2020

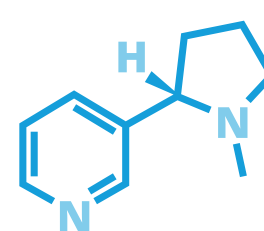
KNOW THE RISKS

E-cigarette aerosol—aka vapor—is NOT harmless “water vapor,” as many youth mistakenly believe.

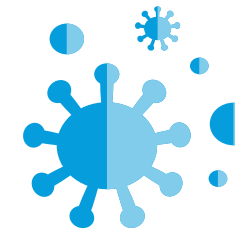
E-cigarettes can contain harmful substances:



Cancer-causing chemicals



Nicotine



Ultrafine particles



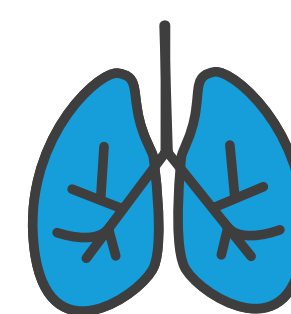
Heavy metals such as nickel, tin, and lead



Nicotine is highly addictive, and youth may feel dependent on nicotine sooner compared to adults.



Nicotine can harm brain development, which continues until about age 25. The effects include reduced impulse control, deficits in attention and cognition, and mood disorders.

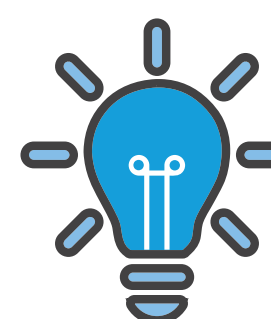


Ingredients in e-cigarette “vapor” could be harmful to the lungs in the long-term.

GET INVOLVED



Educate yourself about this epidemic.



Dispel myths among your friends and family.



Talk to your kids or students about the serious concerns around vaping and nicotine.

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on April 22, 2024 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (224)-501-3412 - Access Code: 377-008-709.

Council Vice President Kenneth M. Burgess, Jr. called the meeting to order at 6:00 p.m. Roll call was taken. Present were members Charles Proctor, Kenneth Burgess, Jodi Wilkeson, Steven F. Spina, Ph.D. and Mayor Melonie Bahr Monson. Lance A. Smith was absent. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Police Lieutenant Nathan Gardner, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Airport Manager Nathan Coleman, HR Director Sandra Amerson, Public Information Officer Kevin Weiss, Principal Planner Rodney Corriveau, GIS/Community Planner Tommy-Lee Hunt and City Clerk Lori Hillman.

Debbie Murray, President of the East Pasco Republican Club, delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Accept the Canvassing of Vote

Mayor Melonie Bahr Monson stated there were 1,229 votes cast for Councilperson Seat 3. Sam R. Turgeon received 559 votes and Jodi Wilkeson received 670 votes.

Charles Proctor moved to accept the canvassing of vote. Seconded by Steve Spina. Motion passed unanimously, 4-0.

There were 1,224 votes cast for Councilperson Seat 5. Manny Funes received 480 votes and Charles Edward Proctor received 744 votes.

Steve Spina moved to accept the canvassing of vote. Seconded by Jodi Wilkeson. Motion passed unanimously, 4-0.

1.2 City Clerk Lori Hillman Administered the Oath of Office for:

City Council Seat 3 – Jodi Wilkeson

City Council Seat 5 – Charles Edward Proctor

1.3 Reorganization of Council Officers

Council President

Steve Spina moved Kenneth M. Burgess, Jr. be nominated Council President. Seconded by Jodi Wilkeson. Motion passed unanimously, 4-0.

Council Vice President

Steve Spina moved Charles Proctor be nominated Council Vice President. Seconded by Jodi Wilkeson. Motion passed unanimously, 4-0.

1.4 Councilmember Liaison Appointments to the Ridge League of Cities, Chamber of Commerce, Main Street Zephyrhills, Metropolitan Planning Organization (MPO), Metropolitan Planning Organization (MPO) Alternate and Tourist Development Council (TDC).

Councilman Charles Proctor – Ridge League of Cities, Mayor Melonie Bahr Monson – Chamber of Commerce, Councilwoman Jodi Wilkeson – Main Street Zephyrhills, Council President Lance Smith - Metropolitan Planning Organization (MPO), Councilman Steve Spina - Metropolitan Planning Organization (MPO) Alternate and Council Vice President Kenneth Burgess – Tourist Development Council (TDC).

Charles Proctor moved to approve Councilmember Liaison Appointments as discussed. Seconded by Steve Spina. Motion passed unanimously, 4-0.

2. CONSENT ITEMS

2.1 Approval of April 8, 2024 Special Meeting Minutes

2.2 Approval of April 8, 2024 Meeting Minutes

2.3 Interlocal Agreement Between City of Zephyrhills and Pasco County No. 41-24-11 for Disaster Response and Recovery Related Services

2.3 Approval of Amended Work Order CED22-09.1; Cornelison Engineering Professional Engineering City-Wide Services
Jodi Wilkeson moved to approve Consent Items 2.1 through 2.4. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

3. **BUSINESS ITEMS/PUBLIC HEARING**

3.1 5L Properties – COMP Plan Amendment to FLU and Rezoning (Bauducco)
Second Reading ORDINANCE NO. 1467-23 – **“AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 72.866 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE CITY OF ZEPHYRHILLS AIRPORT AND HAVING RE# 07-26-22-0000-00100-0012; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.”**
City Attorney Matthew Maggard read Ordinance No. 1467-23 by title. There were no comments from the floor.
Steve Spina moved to approve Ordinance No. 1467-23 on the Second Reading. Seconded by Jodi Wilkeson. Motion passed unanimously, 4-0.

4. **PLANNING DIRECTOR’S REPORT**

4.1 Trotter’s Crossing Final Plat
GIS/Community Planner Tommy-Lee Hunt presented the final plat for Trotter’s Crossing Subdivision noting the project was approved prior to the moratorium. This project is located west of Gall Blvd., north of Phelps Road, bordered by Terra Bella Avenue to the north, comprises approximately 30 acres, and is slated for 89 single-family rental units. The final plat has been reviewed and approved by City staff, the City’s Surveyor of Record BGE, acting as engineer of record, and the City’s attorney for compliance and legal sufficiency. She stated the retention pond has been remediated and a perpetual conservation easement will be located on the northern portion of the property. She requested Council’s approval and signature on an infrastructure maintenance bond sub-divider’s agreement, a landscaping performance bond sub-divider’s agreement, a Perpetual Deed of Conservation Easement and the mylar final plat.

Spoke from the floor: Craig Cornelison with Cornelison Engineering Design – 7810 Gall Blvd. – Zephyrhills, FL

Mr. Cornelison said the pond used for erosion control during construction has been desilted and is percolating. He stated the entire subdivision was grated, seeded and mulched.

Spoke from the floor: Director of Planning and Development for AMH Development Joe Guttuso – 4851 West Gandy Blvd. – Tampa, FL 33611

Mr. Guttuso said his legal department is currently working with the property owner to the South.

Steve Spina moved to approve Business Item 4.1. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

5. **CITY MANAGER’S REPORT**

5.1 Visioning Session – Discussion
City Manager William Poe requested Council schedule a visioning workshop for budget

FY 24/25. Council concurred to schedule a Budget Workshop on Monday, May 20, 2024 at 5:30 p.m. He advised the Transportation Impact Fee, Public Safety Impact Fee, and Park Impact Fee study is complete and requires two public hearings for approval. He referred to state statutes for impact fees, stating if rates are increased more than 25%, the increase must be implemented over a number of years. He presented an exception to state statutes, “extraordinary circumstances,” wherein fees can be increased 100% year one by hosting two workshops prior to the first reading at a public hearing. He requested the first impact fee workshop be held at 5:00 p.m. prior to the May 13, 2024 Council Meeting and a second workshop be held at 5:30 p.m. prior to the May 20, 2024 Budget Workshop with the two public hearings held in June 2024, Council concurred.

6. CITY ATTORNEY’S REPORT

6.1 Participation in May 2, 2024 MAP Meeting

First Reading **RESOLUTION NO. 823-24 – “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Resolution No. 823-24 by title.

Steve Spina moved to approve Resolution No. 823-24 on the First Reading. Seconded by Jodi Wilkeson. Motion passed unanimously, 4-0.

7. CITIZEN COMMENTS – N/A

MAYOR ANNOUNCEMENTS – Mayor Bahr Monson thanked Boy Scout Troop 148 members for attending the swearing in of Council Members and explained the Mayor’s Youth Council for recruitment. She thanked the Garden Club for hosting the luncheon on Friday, April 19th for the Public Works Department and acknowledged police officers for their efforts deescalating a situation last week.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe acknowledged Human Resources personnel on a successful Career Fair Friday, April 19th. He reminded everyone of the Metropolitan Planning Organization (MPO) open house Wednesday, April 23rd at Alice Hall beginning at 5:00 p.m. and encouraged attendance.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilwoman Wilkeson thanked the Planning Department for hosting the Mobility Plan Workshop on Thursday, April 18th and the Human Resources for hosting the Career Fair on Friday, April 19th. She is delighted to have the opportunity to serve the citizens of our community for another four years.

Councilman Proctor thanked everyone for attending and said it is great to see a full house. He reiterated the Mayor’s Youth Council as a great opportunity to see how City government works.

Councilman Spina thanked Planning Director Todd Vande Berg for hosting the interactive Mobility Plan Workshop on Thursday, April 18th. He shared feedback he received from a citizen complimenting the police department for their responsiveness and helpfulness following a domestic issue.

Council President Burgess thanked the Boy Scout Leaders who volunteer their time to help shape young minds. He announced Pasco County Commissioner Gary Bradford passed away and asked everyone to keep his family in their thoughts.

Meeting Adjourned: 6:43 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.2

Approval of Palm Bay Piggyback with L.J. Powers, Inc. Agreement No. 41-24-16 - 2 of 4, 12 Month Extension

Issue:

Requesting to extend the Palm Bay Piggyback Agreement with L.J. Powers, Inc for Generator Maintenance Services.

Background:

The City's Utilities Department utilizes a generator servicing company to service all fixed and portable generators that perform in an emergency capacity for potable water wells, lift stations, and the WWTP.

Attachment(s):

1. Piggyback of Agreement L.J. Power_ Inc. and Palm Bay

Fiscal Impact:

The historical annual cost has been approximately \$15,000 with GenServ and \$15,000 with Cummins.

Staff Recommendation:

Staff recommends Council's approval of the Palm Bay Piggyback with L.J. Powers, Inc extension as presented.

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

WHEREAS, L.J. Power, Inc. a Texas corporation, 11950 NW 39th St. B, Coral Springs, FL 33065, (Contractor) entered into an agreement dated April 22, 2022 with an effective date May 1, 2022, with the City of Palm Bay Florida, a political subdivision of the State of Florida, for Emergency Generators – Preventative Maintenance and Repairs (“Agreement”), procured pursuant to F. S. §287.057, Bid Number B210496ACN.

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

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

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

1. L.J. Power, Inc. a Texas corporation 11950 NW 39th St. B, Coral Springs, FL 33065, a Florida Corporation (“Contractor”) entered into an agreement effective May 1, 2022, with the City of Palm Bay Florida, a political subdivision of the State of Florida (“Palm Bay”), title Contract #26-0-2022 Emergency Generators – Preventative Maintenance and Repairs (“Agreement”), procured pursuant to F.S. §287.057. Said Agreement is attached hereto as Exhibit “A” and made apart hereof by reference.
2. Contractor and Palm Bay entered into Amendment #2 to Contract #26-0-2022 Emergency Generators – Preventative Maintenance and Repairs extending the Original Agreement through April 30, 2025 (“Amendment”). Said Amendment is attached hereto as Exhibit “B” and made apart hereof by reference.
3. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and Amendment to perform the services set forth therein for the City in accordance with the terms of said Agreements until the work is completed.
4. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement and Amendment until the work is completed.
5. The City and Contractor agree to follow the current Agreement and Amendment which consists of the second of four, yearlong extensions. This Piggyback Agreement will expire with the Amendment on April 30, 2025.
6. At the discretion of the City Manager or their designee, should Palm Bay utilize the future annual renewals, the City, at its option, shall be able to continue upon this piggyback agreement.

7. 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.

L.J. POWER, INC.

Name: _____
Title: _____
Date: _____

WITNESS

Name: _____
Date: _____

CITY OF ZEPHYRHILLS

Kenneth M. Burgess, Jr. Date
City Council President

ATTEST

Lori L. Hillman Date
City Clerk

EXHIBIT A

SERVICE AGREEMENT FOR IFB #26-0-2022/SZ, EMERGENCY GENERATORS - PREVENTATIVE MAINTENANCE AND REPAIRS

THIS AGREEMENT, made this 22 day of April 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and L.J. Power, Inc (FEIN 47-1048260), 345 West Drive, Unit #5, Melbourne, FL 32904, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- 1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB #26-0-2022/SZ, EMERGENCY GENERATORS - PREVENTATIVE MAINTENANCE AND REPAIRS" (Exhibit A).
- 1.2. Bid for the City of Palm Bay prepared by Contractor dated April 4, 2022 (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated April 22, 2022 and any attachments.
- C. Exhibit A
- D. Exhibit B

2. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

3. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on May 1, 2022, and ending on April 30, 2023. This Agreement may, by mutual written assent of the parties,

be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its bid to the City at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

5. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

6. GENERAL CONDITIONS

6.1. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

6.2. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to

its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

6.3. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

6.4. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria

6.5. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

6.6. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur, the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

6.7. WARRANTY

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

6.8. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section 20 - LIMITATION OF LIABILITY shall apply.

6.9. LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

6.10. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- 6.10.1. Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained

by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

6.10.2. Automobile Liability:

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

6.10.3. Umbrella / Excess Liability:

Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. **This coverage is optional if the Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy**

6.10.4. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

7. ACCEPTANCE

The City will be deemed to have accepted the Work after the Chief Procurement Officer is

notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

8. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

9. RIGHT TO AUDIT RECORDS

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

10. PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

11. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

12. INFORMATION

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

13. EXTRA WORK

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

14. FAMILIARITY WITH THE WORK

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

15. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

16. INDEPENDENT CONTRACTOR, ASSIGNMENT AND SUBCONTRACTS

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

17. INSPECTION AND NON-WAIVER

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

18. NOTICES

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Larry Davis
 L.J. Power, Inc
 345 West Drive, Unit #5
 Melbourne, FL 32904

To the City: Chief Procurement Officer
 City of Palm Bay
 120 Malabar Rd SE
 Palm Bay, FL 32907

Copy to: City Manager
 City of Palm Bay
 120 Malabar Rd SE
 Palm Bay, FL 32907

19. NO LIENS

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order. Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

20. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

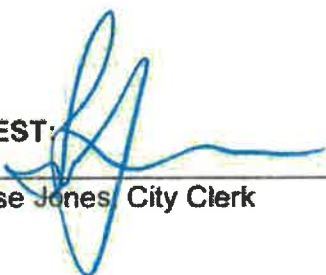
21. MISCELLANEOUS PROVISIONS

- 21.1.** The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- 21.2.** By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 21.3.** The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- 21.4.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- 21.5.** The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- 21.6.** Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

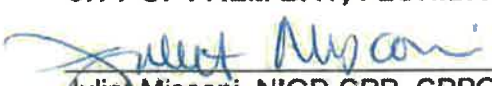
- 21.7. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- 21.8. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- 21.9. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 21.10. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- 21.11. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

ATTEST:

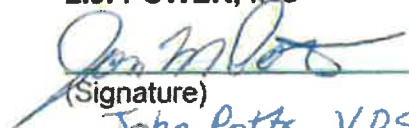

Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA


Julie Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

4/22/2022
Date

L.J. POWER, INC


(Signature)

John Potts, VP Sales
Name and Title

L.J. Power, Inc.
Company

4/20/22
Date

Attachment A
Listing of Emergency Generators

Facilities and Building Department Locations

TABLE 1 Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MFG	MODEL #	SERIAL #	TYPE
1	Police	400 KW	CATERPILLER	SR 4	6DA02263	DIESEL
	Police Department – 130 Malabar Rd SE ENG. & TRANSFER SWITCHES (4), DAY TANK					
2	Police East	75 KW	TRADEWINDS POWER CORP	TP 80	25284	DIESEL
	Police – East District – 1575 Main Street NE ENG. & TRANSFER SWITCH					
3	EOC	100 KW	OLYMPIAN	D100P1	0LY00000VNP00784	DIESEL
	Fire Headquarters / Emergency Operation Center – 899 Carlyle Ave SE ENG. & TRANSFER SWITCH					
4	Fire Station #1	150 KW	MTU Onsite Energy	431 PSL 6224-1	MX 174405	DIESEL
	Fire Station #1 – 1201 Port Malabar Blvd NE ENG. & TRANSFER SWITCH					
5	Fire Station #2	80 KW	CATERPILLAR	D80-8	CAT00C44TCN600729	DIESEL
	Fire Station #2 – 150 Malabar Rd SE ENG. & TRANSFER SWITCH					
6	Fire Station #3	60 KW	CATERPILLAR	D60-4LC	CAT00C44VCN400568	DIESEL
	Fire Station #3 – 790 Jupiter Blvd NE ENG. & TRANSFER, DAY TANK					
7	Fire Station #4	40 KW	CATERPILLAR	D40-2LC	CAT00C44TMZT00229	DIESEL
	Fire Station #4 – 1200 San Filippo Dr SE ENG. & TRANSFER SWITCH					
8	Fire Station #5	40 KW	CATERPILLAR	D100-85	CAT00C44CN601032	Diesel
	Fire Station #5 – 1525 Foundation Park Blvd SE ENG. & TRANSFER SWITCH					
9	Fleet Services #1 (Public Works)	40 KW	DAYTON	4LM43	3086249	LP GAS
	Fleet Services – 1050 Malabar Rd SW ENG. & TRANSFER SWITCH					
10	Fleet Services #2 (Public Works-Traffic Ops)	10-40 KW	GENERAC	00521-41	4398978	LP GAS
	Fleet Services Traffic Ops– 1750 Main Street NE ENG. & TRANSFER SWITCH					
11	City Hall	500 KW	TRITON	HP-510	6113590	DIESEL
	City Hall – 120 Malabar Rd SE ENG. & TRANSFER SWITCH					
12	Parks & Facilities #1	125 KW	INGERSOL-RAND	G125	4FVGPCB27U89586	DIESEL
	Parks & Facilities – 1150 DeGroodt Rd SW Tow-behind					
13	Parks & Facilities	125 KW	INGERSOL-RAND	G125	4FVGPCB48U390367	DIESEL
	Parks & Facilities – 1150 DeGroodt Rd SW Tow-behind					
14	Ted Whitlock CC	200 kw	ENERMAX	FP225TSX	19 589693	DIESEL
	Parks & Recreation – 1951 Malabar Rd NW ENG. & TRANSFER SWITCH					

Table 2 Line item listed below has 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MFG	MODEL #	SERIAL #	TYPE
15	Building	200 KW	ENERMAX	FP225TSX	19 58693	DIESEL
	Building – 190 Malabar Rd SW #105 Portable #4163					

Attachment A
Listing of Emergency Generators

Utilities Department Locations – Page 1 of 3

TABLE 3 Line items listed below have 3 minors and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
16	SRWTP – 250 Osmosis Dr SE Bldg B	1250 KW	CUMMINS	KTA50	B050745847	DIESEL
	SOUTH REGION WATER TREATMENT PLANT W/ 4000 GALLON FUEL CAPACITY					
17	WWTP – 1105 Clearmont St NE - Bldg F	750 KW	CATERPILLAR	SR4B	DWB02501	DIESEL
	WASTEWATER TREATMENT PLANT ENG. & TRANSFER SWITCH W / GALLON FUEL CAPACITY					
18	WTP – 1105 Clearmont St NE Bldg H	300 KW	CATERPILLER	SR 4	9FF0805	DIESEL
	WATER PLANT ENG. & TRANSFER SWITCH & DAY TANK W/ 2000 GALLON FUEL CAPACITY					
19	WRF – 1080 Clearmont St NE	350 KW	CATERPILLER	LC6	G6B00684	DIESEL
	WATER RECLAMATION FACILITY ENG. & TRANSFER SWITCH & DAY TANK W/ 4000 GALLON FUEL CAPACITY					
20	REPUMP – 645 Nash St NE	350 KW	CATERPILLER	SR 4	2WD01184	DIESEL
	RE-PUMP STATION ENG. & TRANSFER SWITCH & DAY TANK W/2000 GALLON FUEL CAPACITY					

TABLE 4 Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
21	SRADM 1 – 250 Osmosis Dr SE - Bldg A	125 KW	CUMMINS	DGDK	A0507395069	DIESEL
	SOUTH REGION WATER TREATMENT PLANT W/ 300 GALLON FUEL CAPACITY					
22	SRWTP – 250 Osmosis Dr SE Bldg B	100 KW	CUMMINS	DGDB	4646216X	DIESEL
	SOUTH REGION WATER TREATMENT PLANT W/ 300 GALLON FUEL CAPACITY					
23	FIELD OPS – 1105 Clearmont St NE - Bldg A	40 KW	BALDOR	IDLC40-JD	M05H083542-03	DIESEL
	ADMINISTRATION BLDG ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
24	6309 – 1105 Clearmont St NE Bldg K	100 KW	KATO LIGHT	D105FRJ4	648 211 89839-0503	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
25	6368 – 1105 Clearmont St NE -Bldg K	60 KW	DMT	60C-2	95-7860-2	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
26	6369 – 1105 Clearmont St NE -Bldg K	60 KW	DMT	60C-2	95-7860-3	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
27	6370 – 1105 Clearmont St NE - Bldg K	60 KW	DMT	60C-2	95-7860-1	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
28	6961 – 1105 Clearmont St NE	60 KW	Lynx	60SD	1085D1942	DIESEL
	PORTABLE UNIT					

Attachment A
Listing of Emergency Generators

Utilities Department Locations – Page 2 of 3

TABLE 4 contd Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
29	Well ASR & 15	100 KW	TAYLOR POWER SYSTEM	DS100	18020	DIESEL
	ASR & WELL 15 ENG. & TRANSFER SWITCHES (2) W/ 300 GALLON FUEL CAPACITY					
30	WELL F1 & 16	75 KW	TAYLOR POWER SYSTEM	DS75	18019	DIESEL
	WELLS F1 & 16 ENG. & TRANSFER SWITCHES (2) W/ 300 GALLON FUEL CAPACITY					
31	WELL 10	50 KW	BALDOR	IDLC 50-JD	PE4045T407720	DIESEL
	WELL 10 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
32	WELL 11	40 KW	BALDOR	IDLC 40-JD	P06090700001	DIESEL
	WELL 11 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
33	WELL 13	40 KW	BALDOR	IDLC 40-JD	PE4045D368453	DIESEL
	WELL 13 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
34	WELL 18	75 KW	TAYLOR POWER SYSTEM	DS75	18361	DIESEL
	WELL 18 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
35	WELL 30	50KW	BALDOR	IDLC 50-JD	P0607130002	DIESEL
	WELL 30 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
36	WELL 50	75 KW	TAYLOR POWER SYSTEM	DS75	18362	DIESEL
	WELL 50 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
37	WELL 55	75 KW	TAYLOR POWER SYSTEM	DS75	18363	DIESEL
	WELL 55 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
38	WELL 56	40 KW	BALDOR	IDLC 40-JD	PE4045D375635	DIESEL
	WELL 56 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
39	LS-09	100	BALDOR	IDLC100-JD2	P0611140003	DIESEL
	LIFT STATION 09 – ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
40	LS 13	125 KW	BALDOR	IDLC 125-JD	P0611140003	DIESEL
	LIFT STATION 13 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
41	LS 20	60 KW	TRADEWIND	TP60	23423	DIESEL
	LIFT STATION 20 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
42	LS-27	40 KW	TRADEWIND	TI40	24108	DIESEL
	LIFT STATION 27 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
43	LS-41	125 KW	BALDOR	IDLC 125-JD	P0611140002	DIESEL
	LIFT STATION 41 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					

Attachment A
Listing of Emergency Generators

Utilities Department Locations – Page 3 of 3
Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
44	LS-42	100 KW	BALDOR	IDLC 100-JD	PE6068T384268	DIESEL
	LIFT STATION 42 ENG. & TRANSFER SWITCH W/ 720 GALLON FUEL CAPACITY					
45	LS-45	125 KW	BALDOR	IDLC 125-3JU	P1207160002	DIESEL
	LIFT STATION 45 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
46	LS-47	40 KW	BALDOR	IDLC 40-JD	X05F230191	DIESEL
	LIFT STATION 47 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
47	LS 48	40 KW	BALDOR	APD-ULI40	L327885	DIESEL
	LIFT STATION 48 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
48	LS-50	40 KW	TRADEWIND	TI40	24093	DIESEL
	LIFT STATION 50 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
49	LS 67	125 KW	BALDOR	IDLC 125-JD	PE606T438283	DIESEL
	LIFT STATION 67 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
50	LS 70	80 KW	TRADEWIND	TP80	23421	DIESEL
	LIFT STATION 70 ENG & TRANSFER SWITCH W/ 410 GALLON FUEL CAPACITY					
51	LS 93	125 KW	BALDOR	IDLC 125	P0611140001	DIESEL
	LIFT STATION 93 ENG. & TRANSFER SWITCH W/ 500 GALLON FUEL CAPACITY					

Attachment B MAJOR MAINTENANCE AND INSPECTIONS

LUBRICATING SYSTEM	GENERATOR:
Change engine oil (annually or 250 hrs.)	Clean rings & commutator
Change governor oil (where applicable)	Lubricate over speed switch
Change oil filter	Check diode heat sinks
Change oil in crankcase breather (where applicable)	Inspect rear bearing
	ENGINE RUNNING:
FUEL DELIVERY SYSTEM:	Test Low Oil Pressure safety – record seconds to shutdown
Lubricate day tank float switch & lubricate manual pump (where applicable)	Test High Engine Temp. safety – record seconds to shutdown
Replace fuel filters	Test Over speed safety – record seconds to shutdown
Lubricate carburetor and linkage (where applicable)	Check over crank time – record seconds to shutdown
Lubricate governor linkage	Check cycle crank time – record seconds of cranking – seconds to rest
Service/Replace air filters (where applicable)	Check pre-alarms (where applicable)
	EXHAUST SYSTEM:
IGNITION SYSTEM	Drain condensation, where possible
Replace plugs (where applicable)	Check and lubricate heat riser plate
Replace points (where applicable)	
Replace condenser (where applicable)	COOLING SYSTEM:
Replace rotor (where applicable)	Replace water filters (where applicable)
Inspect cap, replace as necessary (where applicable)	
Lube point cam (where applicable)	
Lube advance wick (where applicable)	BATTERY SPACE:
Lube upper and lower bearings	Check specific gravity and load test
Inspect and lube mechanical advance (where applicable)	Replace 9 volt battery on ATS exerciser
Set timing	
Inspect wiring	
TRANSFER SWITCH	ACCESSORIES
Inspect and clean all mechanical contacts in transfer switch, noting any excessive arcing of any kind. This will pertain to generators using transfer switches.	Lubricate all hinges, door locks, and snap covers, etc.
Clean and lube mechanical timer	
Lube lock and door hinges	

Attachment C
MINOR MAINTENANCE AND INSPECTIONS
Page 2 of 2

ELECTRICAL SYSTEM	TRANSFER SWITCH
Check battery fluid. Correct if necessary	Check all wiring
Check battery specific gravity. Correct if necessary	Inspect to assure all supply and load lines are tight
Check battery trickle charger. Record rate	Check for proper mechanical operation of the transfer mechanism
Check battery voltage drop/starting	Note setting on timers and assure they are proper for the operation
Check battery connections. Clean and tighten if necessary	Verify phase relays drop out and pick up, traditionally drop out at 70%, and pick up at 90% of rated voltage. Adjust if necessary
Check starting ability: _____ Amps	Attach calibration tag with date
Check for loose load line connections, and emergency supply line connections	Inspect contacts for arcing
GENERATOR SETS	IGNITION SYSTEM:
Check slip rings	Inspect all wires
Check commutator	Check ammeter for discharging while cranking
Check brushes to insure they are free	Check ammeter for full charge at start-up
Check and record each phase volts, amps, and frequency.	
Check generator windings and armature for cleanliness	ENGINE SAFETY CONTROLS
Check automatic start-up	Check operations of all safety controls and emergency stops
Check generator grounding	
Adjust voltage regulator	ENGINE TEST- NO LOAD
Inspect generator wiring for fraying	Start engine and check operation. Adjust RPM if necessary
Check exciter belts for fraying or cracking	Observe oil pressure and record
Check generator mounting bolts for tightness. Re-torque as required	
Lubricate generator bearings, drive & joints	ENGINE TEST- WITH LOAD
Inspect for potential hazards resulting from vibration and/or pressure	Test run the generator with connected load energized for at least one (1) hour
Check for alternator vibration	Observe and record volts, amps, cycles, engine water temperature, engine lube oil pressure and battery charge rate
Inspect and torque (if necessary) all main supply, emergency supply, and load line connections	Shut down engine and return to normal automatic condition
Verify phase relay drop out and pickup points, adjust, if necessary	

Attachment C
MINOR MAINTENANCE AND INSPECTIONS
Page 1 of 2

LUBRICATING SYSTEM:	COOLING SYSTEM:
Check oil levels & add oil as necessary	Check for leaks
Inspect for oil leaks. Check and re-torque to manufacturer's specifications	Check coolant level. Add if necessary
Check condition of lube oil hoses & connections	Test coolant PH and add long-life anti-freeze, as necessary
Check governor oil level & add oil as necessary (where applicable)	Check all belts for cracks or wear. Replace as necessary
Check oil base heater and adjust if necessary	Check all belts for proper tension. Adjust as necessary
Inspect engine breather. Clean & remove any oil residue, dust, dirt, or other restrictions	Check condition of water hose & clamps
Check inspection pump oil level & add oil if necessary (where applicable)	Check of leakage. Repairs leaks
Start engine, check oil pressure	Check water filter, and replace water filter elements annually or as needed,
Check engine oil stick for water or residue	Pressure test radiator and cap
Check turbo charger for oil leaks (where applicable)	Check water pumps for leaks and bearing noise
Check front and rear crank shaft seals for oil leaks	Check fan & radiator for physical damage, obstruction & leaks
Check equipment hour meter for hours of operation and to check see if it exceeds 250 hours limit for oil change	Verify the temperature gauge is reading the correct temperature using infrared device.
	Check operation of coolant heater & block heater and switch
FUEL DELIVERY SYSTEM:	Drain and replace anti-freeze, when required
Inspect fuel lines, hoses, connections, clamps, injectors/carburetors, injection pumps, and priming pumps, etc. for leaks. Correct as needed.	
Check operation of day tank (where applicable)	AIR SYSTEM
Drain water from fuel traps (where applicable)	Check air cleaner (dry type)
Drain water from day strainer (where applicable)	Check and service oil bath air cleaner as needed (where applicable)
Clean sediment bowl (where applicable)	Check air hose and connections (where applicable)
Check fuel for water	
Inspect fuel filter. Change filter as necessary	
Check fuel pressure with manufacturer's specification	EXHAUST SYSTEM
Check fuel tank level indicator operation	Inspect entire exhaust system
Check fuel transfer pump operation	Check rain cap for leaks & operation
Check fuel tank operation anti-siphon valve for proper operation	Inspect the manifold connection for leaks. Re-torque as necessary

Attachment D
***REVISED* Price Sheet**

PAGE 1 OF 3

Table 1: Facilities Locations (See Attachment A for details): These locations have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI	Major PMI	Load Bank
1	Police	\$170.00	\$490.00	\$625.00
2	Police East	\$127.50	\$297.50	\$465.00
3	EOC	\$127.50	\$392.50	\$487.50
4	Fire Station #1	\$127.50	\$377.50	\$500.00
5	Fire Station #2	\$127.50	\$355.00	\$465.00
6	Fire Station #3	\$127.50	\$340.00	\$455.00
7	Fire Station #4	\$127.50	\$315.00	\$445.00
8	Fire Station #5	\$127.50	\$340.00	\$445.00
9	Fleet Building F	\$127.50	\$200.00	\$445.00
10	Fleet Traffic Ops	\$127.50	\$145.00	\$437.50
11	City Hall	\$170.00	\$495.00	\$667.50
12	Parks & Facilities #1	\$132.25	\$370.00	\$475.00
13	Parks & Facilities #2	\$132.25	\$370.00	\$475.00
14	Recreation - Ted Whitlock	\$170.00	\$615.00	\$600.00
Facilities Subtotal Minors Lines 1-14		\$2,049.50		
Facilities Subtotal Majors Lines 1-14			\$5,437.50	

Facilities Grand Total (Minors & Majors) Lines 1-14 (A + B)	\$7,487.00
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Table 2: Building Dept. Location (See Attachment A for details): This location will have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI	Major PMI	Load Bank
15	Building Dept.	\$127.50	\$335.00	\$525.00
Building Dept. Subtotal Minors Line 15		\$127.50		
Building Dept. Subtotal Majors Line 15			\$335.00	

Building Dept. Grand Total (Minors & Majors)	\$462.50
---	-----------------

Company Name

REVISED* Price Sheet*PAGE 2 OF 3**

Table 3: Utilities Locations (See Attachment A for details): These locations have 3 minors and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C	Column D	Column E
Line #	Unit Name	Minor Qty	Minor PMI (each)	Minor PMI Total (A x B)	Major PMI	Load Bank
16	SRWTP – 2, Bldg B	3	\$170.00	\$510.00	\$1,282.50	\$1,135.00
17	WWTP – Bldg G	3	\$170.00	\$510.00	\$687.50	\$800.00
18	WTP – Bldg H	3	\$170.00	\$510.00	\$645.00	\$575.00
19	WRF	3	\$170.00	\$510.00	\$530.00	\$600.00
20	Repump - 645 Nash	3	\$170.00	\$510.00	\$460.00	\$600.00
Utilities Subtotal Minors Each Lines 16-20			\$850.00			
Utilities Subtotal Minors x 3 Lines 16-20				\$2,550.00		
Utilities Subtotal Majors Lines 16-20					\$3,605.00	

**Utilities (3 Minors a year) Grand Total (Minors & Majors) Lines
16-20 (C + D)**

\$7,005.00

Table 4: Utilities Locations (See Attachment A for details): These locations have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI (each)	Major PMI	Load Bank
21	SRADM – Bldg A	\$127.50	\$327.50	\$487.00
22	SRWTP 3 – Bldg B	\$127.50	\$327.50	\$475.00
23	Fields Ops – Bldg A	\$127.50	\$287.50	\$445.00
24	6309 – Bldg K	\$127.50	\$260.00	\$447.50
25	6368 – Bldg K	\$127.50	\$255.00	\$455.00
26	6369 – Bldg K	\$127.50	\$255.00	\$455.00
27	6370 – Bldg K	\$127.50	\$255.00	\$455.00
28	6961 – Bldg K	\$127.50	\$245.00	\$455.00
29	Well ASR & 15	\$127.50	\$350.00	\$475.00
30	Well F1 & 16	\$127.50	\$290.00	\$462.50
31	Well 10	\$127.50	\$287.50	\$450.00
32	Well 11	\$127.50	\$287.50	\$445.00
33	Well 13	\$127.50	\$287.50	\$445.00
34	Well 18	\$127.50	\$287.50	\$450.00
35	Well 30	\$127.50	\$290.00	\$462.50

Company Name

PAGE 3 OF 3

Table 4 Continued: Utilities Locations (See Attachment A for details): These locations have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

***REVISED* Price Sheet**

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI (each)	Major PMI	Load Bank
36	Well 50	\$127.50	\$290.00	\$462.50
37	Well 55	\$127.50	\$287.50	\$445.00
38	Well 56	\$127.50	\$287.50	\$445.00
39	LS 09	\$127.50	\$310.00	\$475.00
40	LS 13	\$127.50	\$297.50	\$455.00
41	LS 20	\$127.50	\$272.50	\$445.00
42	LS 27	\$127.50	\$310.00	\$475.00
43	LS 41	\$127.50	\$310.00	\$475.00
44	LS 42	\$127.50	\$327.50	\$487.50
45	LS 45	\$127.50	\$287.50	\$445.00
46	LS 47	\$127.50	\$287.50	\$445.00
47	LS 48	\$127.50	\$272.50	\$445.00
48	LS 50	\$127.50	\$310.00	\$487.50
49	LS 67	\$127.50	\$297.50	\$465.00
50	LS 70	\$127.50	\$310.00	\$475.00
51	LS 93	\$170.00	\$472.50	\$557.50
52	6974 - 1105 Clearmont - Bldg K	\$127.50	\$255.00	\$455.00
Utilities (1 Minor a year) Subtotal Minors Lines 21-52		\$4,122.50		
Utilities Subtotal Majors Lines 21-52			\$9,005.00	

Utilities (1 Minor a year) Grand Total (Minors & Majors)

Lines 21-52

\$13,127.50

City-Wide Grand Total (ALL Minors & Majors)

\$28,082.00

Authorized Signature

Company Name

Printed Name & Title

Date

EXHIBIT**B**

**CITY OF PALM BAY
AMENDMENT # 2
TO CONTRACT # 26-0-2022
EMERGENCY GENERATORS –
PREVENTATIVE MAINTENANCE & REPAIRS**

This amendment to contract is made and entered into this ____ day of February, 2024, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and L.J. Power, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City and the Contractor entered into a Contract under the date of May 1, 2022, whereby the contractor would perform preventative maintenance and repairs for emergency generators, and

WHEREAS, the City and Contractor desire to renew and amend the term of said Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The **renewed** term of agreement shall be May 1, 2024 through April 30, 2025. This shall be the 2nd of four (4) possible 1-year renewals.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, May 1, 2022, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

Signature

George Barber, MPA, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

Date

L.J. POWER, INC.

Signature

By:

Name/Title

Date

CONSENT ITEMS 2.3

Approval of Amended Agreement to Piggyback on the Appalachian Material Services, Inc. (AMS) Agreement No. 41-20-10 Agreement with Tarpon Springs for Sludge Hauling Services Due to Price Escalation

Issue:

Amending the AMS agreement for sludge hauling services due to price escalation approval

Background:

The City has used AMS for the WWTP Sludge Hauling for many years as they have consistently been the least costly to do so. We have been on the Tarpon Springs piggyback contract for the past 2–3 years.

In their contract with Tarpon Springs they have a price escalation clause which AMS is utilizing.

Attachment(s):

1. Amendment to Agreement to Piggyback - AMS
2. Exhibit A
3. Exhibit B
4. Exhibit C

Fiscal Impact:

The requested, and the Tarpon Springs approved amount is \$5.00/ton of solids. With the new total being \$59.13/ton.

Staff Recommendation:

It is the Staff's recommendation to the City Council to approve the Amended Piggyback Agreement as presented.

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

WHEREAS, **Appalachian Material Services, Inc.**, a Florida Corporation (“Contractor”) entered into an agreement dated March 13, 2020, with the **City of Tarpon Spring**, a Florida municipal corporation, for Sludge Hauling (IFB No. 200049-B-JL), services procured pursuant to F. S. §287.057, (the “Agreement”) which is attached hereto as Exhibit “A” and made apart hereof by reference.

WHEREAS, the City of Zephyrhills, 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (“City”) entered into an Agreement to Piggyback dated April 13, 2020. Said Agreement to Piggyback is attached hereto as Exhibit “B” and made apart hereof by reference (“Piggyback Agreement”); and

WHEREAS, the City of Tarpon Springs approved a price increase to the Agreement on March 5, 2024. The City of Tarpon Springs City Commission Memorandum from the Public Services Department and the Memorandum from the City Manager, and Contractors price increase request Dated March 1, 2024 is attached hereto as composite Exhibit “C” and by reference made apart hereof (“Price Increase Package”).

WHEREAS, the City desires to Amend the Piggyback Agreement to reflect the price increase approved by the City of Tarpon Springs on March 5, 2024.

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

1. The City aauthorizes an annual increase of \$25,562.50 to the Piggyback Agreement from \$134,437.50 to \$160,000.00 for continued, as needed biosolids hauling and disposal for the Wastewater Treatment Facility (WWTF).
2. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
3. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
4. The City and Contractor agree to follow the current Agreement term that expires on March 12, 2025, as agreed to by the City of Tarpon Springs and the Contractor with the changes implemented in the approved Price Increase Package.
5. The City and Contractor agree that all other terms and conditions of the Piggyback Agreement shall remain in full force and affect.

Contractor Legal Representative

City of Zephyrhills

Signature Date

Kenneth M. Burgess, Jr. Date
Council President

Print Name

WITNESS

ATTEST

Signature Date

Lori Hillman Date
City Clerk

EXHIBIT A

AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into on the 13 day of March, 2020, by and between Appalachian Material Services, Inc., ("Contractor") and the City of Tarpon Springs, Florida, ("City") (collectively, "Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Contractor Duties.

The Contractor shall perform the Scope of Services set forth in the RFP for the City of Tarpon Springs, Florida, in full and complete accordance with this Agreement.

2. Agreement Components.

A. This Agreement consists of this document and its appendices ("Base Agreement") and the following documents, which are attached hereto and made a part hereof by reference ("Other Documents"):

- 1) IFB No. 200049-B-JL, Addendum I, II, III
- 2) Contractor's RFP Response dated February 4, 2020
- 3) Insurance

B. In the event of an inconsistency or conflict between or among the documents referenced in this Base Agreement, the following order of precedence shall govern: (i) this Base Agreement, exclusive of its appendices, (ii) the appendices to this Base Agreement; and (iii) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g., Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

3. Schedule.

In addition to any schedule set forth in the Other Documents, the milestones set forth in this Agreement, if any, shall be observed by the Contractor. Any such schedule and the milestones set forth herein may be referred to in this Agreement collectively as "Schedule."

4. Term.

The term "Agreement" as used throughout this Request for Proposals (RFP) shall mean the Agreement to be entered into between the successful Offeror and the City. Duration of the Agreement shall be for a period of five (5) years for services.

5. Payment.

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with this Agreement the unit price per ton \$49.775, Estimated Payment of \$124,437.50 will be made for annual service fees. Estimated \$622,187.50 ("Payment") total for Five (5) year period. The Payment may be increased only in strict accordance with this Agreement.

6. Indemnification.

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys and experts fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- 1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
- 2) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
- 3) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- 4) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.

B. The provisions of this paragraph are independent of, and will not be limited

by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. Insurance

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current A.M. Best Company, Inc. Key Rating Guide. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the Purchasing Department of the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident. The contractor agrees to waive its right of subrogation as part of this coverage. Exceptions if individual performing the work is a Corporate Officer. Copies of waivers as provided by FS 440.05 & 440.055.

2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000. (Combined Single Limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.

4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage's or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, %Purchasing Department, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.

4) City of Tarpon Springs shall be endorsed to the required policy or policies as an "Additional Insured" or "Additional Named Insured".

5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

8. Waiver of City's Liability.

The City shall not be responsible or liable for and Contractor hereby waives all claims against the City for injury or death to persons or damage or destruction of property or other interest of Contractor, regardless of the cause. All of Contractor's property of every kind and description which may at any time be on City property shall be at Contractor's sole risk.

9. Notices.

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the

address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

Jay Jackus, CPPO, CPPB
Procurement Services Director
City of Tarpon Springs
P. O. Box 5004
Tarpon Springs, FL 34688-5004

CONTRACTOR:

Appalachian Material Service, Inc.

9321 Moccasin Wallow Road

Parrish, FL 34250

10. Severability.

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect; the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. Due Authority.

Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

12. Assignment and Sub-Letting.

No assignment of the contract or any right occurring under this contract shall be made in whole or part by the Contractor without the express written consent of the Board of Commissioners. In the event of any assignment, the assignee shall assume the liability of the Contractor.

13. Termination.

- a. This Agreement may be terminated at any time by the City for convenience, upon thirty (30) days written notice to Contractor.
- b.. The City may terminate this Agreement upon written notice to the Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement

and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the City determines that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- c. Funds are not available for this service. The City's obligation is contingent upon the availability of appropriated funds.
- d. Termination of this Agreement shall act as a termination of the Other Documents.

14. Governing Law; Consent to Jurisdiction.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto:

- (a) Irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement;
- (b) Waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (1) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever or that its property is exempt or immune from setoff, execution, or attachment, either prior to judgment or in aid of execution, for any reason whatsoever; and (2) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

15. Public Records Law.

The Contractor shall treat all documents concerning its contractual obligations under this Agreement as public records and abide by the Florida Laws governing public records.

PUBLIC RECORDS CUSTODIAN

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:

CITY CLERK

410 NORTH RING AVENUE

TARPON SPRINGS, FL 34689

727-942-5614

CITYCLERK1@CTSFL.US

16. Contract Adjustments.

- A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the contract. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties ("Change Orders").
- B. Notwithstanding the foregoing, the City shall have the right to terminate this Agreement if Contractor and the City fail to reach an agreement on a Contract Adjustment proposed by the City, or a change in the Payment or Schedule associated with such a Contract Adjustment, within thirty (30) days of the City's proposal of such Contract Adjustment.
- C. There shall be no modification of the Payment or Schedule on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
- D. In the event the Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, the Contractor will continue to perform the original Scope of Work in accordance with the terms and conditions of this Agreement.
- E. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Payment or Schedule except pursuant to a Change Order duly executed by both Parties.

17. Entire Agreement; Amendment and Waiver.

This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Agreement.

18. Compliance with Laws.

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment and the furnishing of equal employment opportunity and environmental laws. Contractor shall also comply with City policies and procedures, including but not limited to policies and procedures related to security and internet access.

19. Third Party Beneficiary.

No persons other than the Contractor and City and their successors and assigns shall have any rights whatsoever under this Agreement.

20. No Liens.

Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

21. No Construction Against Preparer of Agreement.

This Agreement has been prepared by the City and reviewed by the Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Contractor or against the City or the Contractor merely because of their efforts in preparing it.

22. Use of Name.

Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the City, its departments or agencies or Board of Commissioners), without the written consent of the named party.

23. Non-appropriation.

In the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

24. City Consent and Action.

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the City Manager or authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by Board of Commissioners pursuant to the City Charter or applicable Laws.
- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the City Manager or authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by Board of Commissioners pursuant to the City Charter or applicable Laws.

25. Headings and References.

The headings contained in this agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this agreement. All references herein to Exhibits are to the Exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

26. Attorney's Fees.

In the event either party employs an attorney to enforce any of the conditions of this agreement or to enforce any covenants hereunder or to enforce any of the rights, remedies, privileges, or options at law or in equity; the prevailing party shall be entitled to reimbursement from the non-prevailing party of all legal costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorney and paralegal fees and costs if the matter is settled by legal action at the trial court level and at any and all appellate court levels in all matters of collection, enforcement, construction, and interpretation, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings

27. Excess Reprocurement Liability

Contractor shall be liable to City for all expenses incurred by City in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should

contractor fail to perform. Such re-procurement expense obligation by contractor shall be limited to the excess over the agreed upon price.

28. Books and Records.

Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the Term and any extensions thereof shall be kept by Contractor and shall be open to examination or audit by the City for a period of five (5) following expiration or earlier termination of this Agreement for working papers and ten (10) years for grant related working papers.

29. Survival.

All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

30. Force Majeure.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

31. No Waiver.

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

32. Permits and Licenses.

Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in

connection with Contractor's performance of this Agreement. Upon request of the City, the Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

33. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

34. Subcontract.

The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

35. Relationship of Parties.

Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

36. Counterparts.

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

City of Tarpon Springs:

Contractor:

By: _____
City Manager

By: Bernie L. Thompson III
Name: Bernie L. Thompson III
Title: President

ATTEST:

ATTEST:

By: _____
City Clerk

By: [Signature]
Secretary

(City Seal)

(Corporate Seal)



Approved as to form:

By: _____
City Attorney

Date

(Acknowledgment of Contractor)

State of Florida)

County of Manatee) ss:

City of Parrish)

The foregoing Agreement was acknowledged before me this 3rd day of March, 2020,

by Bernie L. Thompson III, President
(Name and Title)

of Appalachian Material Service, Inc_ ("Company"), on behalf of the Company. He/She is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

Bernie L. Thompson III warrants that he/she is authorized by the Company to execute the foregoing Agreement.

NOTARY PUBLIC:

(SEAL)



Kathleen M. Smith
Commission # GG057129
Expires: December 21, 2020
Bonded thru Aaron Notary

K. M. Smith

My commission expires: Dec. 21, 2020

EXHIBIT B

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

WHEREAS, **Appalachian Material Services, Inc.**, a Florida Corporation ("Contractor") entered into an agreement dated April 5, 2018, with the **City of Tarpon Spring**, a Florida municipal corporation, for Sludge Hauling (IFB No. 200049-B-JL), services procured pursuant to F. S. §287.057, (the "Agreement").

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

WHEREAS, the City desires to "piggyback" onto the referenced Agreement between the Contractor and the City of Tarpon Springs 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 Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement term that expires on March 12, 2025, as agreed to by the City of Tarpon Springs and the Contractor.
4. This piggyback shall be based on the arrangements made in the City of Tarpon Springs solicitation. Documents are:
 - a. Notice of Intent to Award
 - b. Award Recommendation
 - c. Tabulation
 - d. Solicitation
 - e. Response
5. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
6. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
7. **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**

8. The City Manager of the City of Zephyrhills may approve the continuance of this "piggyback" for the renewal terms and conditions as appropriate.
9. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
10. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.
11. Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property

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

Contractor Legal Representative

Bernie L Thompson # 3-24-20
Signature Date

Bernie L Thompson #
Print Name

WITNESS

KM Smith 3-24-20
Signature Date

City of Zephyrhills

Kenneth M. Burgess, Jr.
Council President

4-13-2020
Date

ATTEST

Lori Hillman 4-13-2020
Lori Hillman Date
City Clerk

Matthew Maggard
City Attorney

4-13-2020
Date



Appalachian Material Service, Inc.

9321 Moccasin Wallow Rd. Parrish, Florida 34219
P.O. Box 97 Terra Ceia, FL 34250
amsinc.fl@gmail.com

Phone: 941-776-8706

AMS Central BTF, FLA467049

AMS Nordgren Ranch BTF, FLA280348

RESIDUALS HAULING AND PROCESSING AGREEMENT

Appalachian Material Service, Inc. agrees to haul and lime stabilize your wastewater residuals at any of our Biosolids Treatment Facilities. All existing state (DEP) and federal (EPA) regulations will be observed as per permit requirements and conditions.

Generators Responsibility:

1. Maintain residuals at a percentage of solids that is transferable by pump, if liquid.
2. Schedule loads for pick up.

Appalachian Material Services, Inc. Responsibility:

1. AMS, Inc. shall assume responsibility for the biosolids loaded onto our equipment for **the City of Zephyrhills WWTP, Facility ID FLA012744**. The generated biosolids may be treated by the generating facility to meet at least Class B standards IAW Chapter 62-640, F.A.C., or untreated to be processed at one of our biosolids treatment facilities to meet at least class B standards IAW Chapter 62-640, F.A.C. AMS, Inc. shall be responsible for the proper transport and spill contingency procedures from the generating facility to our biosolids treatment facilities.
2. Process and land apply the biosolids in accordance with EPA and DEP regulations and current permit requirements. The quality of the generating facility's biosolids is at least untreated with a quantity estimated not to exceed 1320 DTY. The hauled residuals will be processed at our biosolids treatment facilities to meet or exceed the minimum requirements for land application as stated by the permit conditions, and shall not exceed the amount permitted for processing for our biosolids treatment facilities, as described in our operating permits.
3. Maintain all records of processed biosolids and land application areas and rates as per EPA and DEP regulations and current permit requirements.

LETTER OF COMMITMENT TO PIGGY BACK ON THE
CITY OF TARPON SPRINGS WWTP Bid No. 200049-B-JL

Customer: City of Zephyrhills

Facility No.: FLA012744

Mailing Address: 5335 8th Street, Zephyrhills, FL 33542

County: Pasco

Service Address: 39825 Alston Avenue, Zephyrhills, FL 33542

Phone Number: 813-780-0000

Contact Person: OJ Kurk

XX All Biosolids Removed and Processed IAW Chapter 62-640, F.A.C.

Upon acceptance of this agreement, Customer agrees to the following terms: Payment is DUE UPON RECEIPT OF INVOICE. Balances carried beyond 30 days will accrue interest at a rate of 1 ½% per month.

The City of Zephyrhills agrees piggyback on the City of Tarpon Springs WWTP Bid No. 200049-B-JL, and by doing so, to the terms and conditions of this bid, with dates of Mar. 13, 2020 through Mar. 12, 2025.

It is understood that the scheduled start date with the City of Zephyrhills WWTP is set for Mar. 13, 2020, with an ending date of Mar. 12, 2025. AMS agrees to the request for the Public Records and E-Verify requirements of doing business with the City of Zephyrhills. Additionally, AMS understands that Pasco County would replace Pinellas County with regards to the Item 49. Litigation Venue of Tarpon Springs Bid No. 200049-B-JL. Certificates of insurance will be submitted annually upon acceptance of this agreement.

TERMS ACCEPTED:

City of Zephyrhills

BY

Kenneth M. Burgess, Jr. Council President

Kenneth M. Burgess, Jr.

Authorized Signature

April 13, 2020
Date

Attest:

Lori L. Hillman
Lori L. Hillman, City Clerk

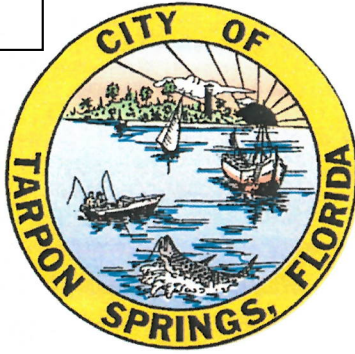
Appalachian Material Service, Inc.

By: Bernie L. Thompson III, President

Bernie L. Thompson III

Authorized Signature

March ¹³/₉, 2020



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Jay Jackus, CPPO, CPPB, Procurement Services Director

FROM: Janina Lewis, Senior Procurement Analyst

DATE: 02/25/2020

SUBJECT: Award Bid No. 200049-B-JL, Sludge Hauling

RECOMMENDATION:

Award Bid No. 200049-B-JL, Sludge Hauling to Appalachian Material Services, Inc. for the period of March 13, 2020 through March 12, 2025, in the estimated annual amount of \$134,437.50, for the Waste Water Treatment Facility.

BACKGROUND:

The purpose of this contract is to provide for the disposal of dewatered cake sludge generated at the Wastewater Treatment Facility on an as-needed basis.

Pricing will remain firm for the initial twelve (12) month period. Any escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and the Contractor. Increases in prices shall be based on the most recent U.S. Bureau of Labor Statistics, Employment Cost Index news release text 12-month percentage changes in the Employment Cost Index, not seasonally adjusted. Annual increase shall not exceed five percent (5%) (see attached memo).

FUNDING: 402-4603-536-34 Sewage Treatment

Accepted by: _____

City Manager

Attest: _____

City Clerk



Tabulation of Submittals
For
Bid No. 200049-B-JL
Sludge Hauling Services
Wednesday, February 5, 2020 @ 3:00 p.m.

Appalachian Material Services, Inc. Terra Ceia, Florida	\$124,437.50
Synagro Technologies, Inc. Baltimore, Maryland	\$142,500.00
Merrell Bros. Inc. Kokomo, Indiana	\$144,925.00

Broadcast: 252 Plan holders: 10 Responses: 3

Bids from the companies listed herein are the only bids received timely as of the above opening date and time. All other bids submitted in response to this Bid, if any, are hereby rejected as late.



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: February 19, 2020
To: Jay Jackus, Procurement Services Director
Through: Paul Smith, Public Services Director *PS*
From: Raymond Page, Utilities Superintendent
R. Thomas Kiger, Wastewater Division Manager
Subject: Award Contract with Appalachian Material Services, Inc for Biosolids Hauling, Treatment, and Disposal for the Wastewater Treatment Facility (WWTF)

Recommendation

Award a five-year contract with vendor Appalachian Material Services, Inc for biosolids hauling, treatment and disposal services for the WWTF in the annual estimated amount not to exceed \$124,437.50.

Background

The Wastewater Treatment Facility is a highly advanced biological treatment process that produces biosolids as a by-product in normal daily operation. Per Florida Department of Environmental Protection operating permit requirements, biosolids must be properly treated and disposed at a permitted disposal facility.

The Procurement Services Department completed a competitive bidding process for biosolids hauling and disposal (Bid # 200049-B-JL). Three vendors submitted timely bids. The Wastewater Division and Procurement Services intend to award this contract to the lowest responsive/responsible bidder, Appalachian Material Services, Inc. (AMS). The unit rate for biosolids hauling and disposal is \$49.775 per ton. The previous contract award and current cost is \$48.573 per ton based on the 2015 award. AMS is the current vendor for this service and was 18% lower than the second lowest bid. AMS has also agreed to hold pricing for the 5-year term. The \$124,437.50 annual authorization request is based on actual past quantities.

Funding

Funding for this service is included in the operating budget in the Wastewater (Sewage) Treatment Account 402-4603-536-3400.



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: March 5, 2024

To: Janina Lewis, Procurement Services Director

Through: Paul Smith, Public Services Director *PS*
R. Thomas Kiger, Public Services Assistant Director
Raymond Page, Utilities Superintendent

From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize Increase of Annual Amount for Contract File No. 200049-B-JL, Biosolids Hauling and Disposal for the Wastewater Treatment Facility

Recommendation

Authorize an annual increase of \$25,562.50 to Contract File No. 200049-B-JL from \$134,437.50 to \$160,000.00 for continued, as needed biosolids hauling and disposal for the Wastewater Treatment Facility (WWTF).

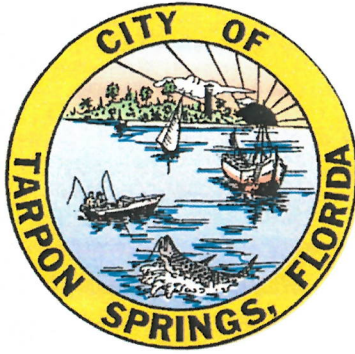
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The Procurement Services Department completed a competitive bidding process for biosolids hauling and disposal (Bid # 200049-B-JL). Three vendors submitted timely bids. The Wastewater Division and Procurement Services awarded this contract to the lowest responsive/responsible bidder, Appalachian Material Services, Inc. (AMS). The unit rate for biosolids hauling and disposal of \$49.775 per ton and pricing was held for three years. AMS incurred record chemical and fuel increases and submitted requests to Procurement for a pricing increase that were justified and consistent with the provisions of their contract at the rate of \$57.130 per ton. The \$160,000 annual authorization requested is based on a \$150,000 anticipated annual cost with a \$10,000 contingency for any higher-than-expected tonnage processing requirement.

Funding

Funds have been budgeted in water and sewer enterprise fund Wastewater account 402-4603-536-3400 in the current fiscal year budget.



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
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City Manager

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Public Services Director

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Funding

Funding for this service is included in the operating budget in the Wastewater (Sewage) Treatment Account 402-4603-536-3400.



Appalachian Material Service, Inc.

9321 Moccasin Wallow Rd. Parrish, Florida 34219
P.O. Box 97 Terra Ceia, FL 34250

Phone: 941-776-8706
amsinc.fl@gmail.com

March 1, 2024

City of Tarpon Springs
Robert Marcincuk
324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004

Re: Unusual circumstances price increase request

Dear Mr. Marcincuk,

We sincerely appreciate the opportunity to serve the city in a professional manner for a competitive price. We do, however find ourselves in a situation that we have no control over and no options of.

Our lime supplier, Lhoist, has again increased the price per ton of lime. This product is used to stabilize your residuals to meet the 62-640 regulations for legal land application. The latest increase is approximately 45% and while we have explored other suppliers, unfortunately Lhoist is the only provider of slurried lime in Central Florida. Attached are the increase letters from 09.01.22 where they increased the price by 23% and 11.20.23, which became effective 01.01.24.

Since December of 2004, AMS has serviced the city but because of these unusual circumstances, we find ourselves respectfully requesting a price increase per of \$5.00/ton. If accepted, this will make the new price at \$59.130, which is still below the bid price from the two other companies who participated in the solicitation process back in 2020.

AMS is also implementing price increases for our other customers, and we hope the city will approve our request. We look forward to continuing to serve as your residuals management company and as always, are committed to providing excellent service with quick response time, sound residuals management practices, and accurate billing and reporting. If you have any further question, please feel free to contact us at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bernie Lee Thompson III", with a small circular mark at the end.

Bernie Lee Thompson III
President
Appalachian Material Services, Inc.



65

August 1, 2022

Mr. William D. Hauser, General Manager
Appalachian Material Services, Inc.
PO Box 97
Terra Ceia, FL 34250
amsinc.fl@gmail.com

Re: Price Change

Dear Valued Customer:

As you are aware, we are all facing unprecedented inflation through the course of 2022. While Lhoist North America ("Lhoist") has taken strong measures to mitigate cost increases through its operational and procurement excellence programs, those measures are not sufficient to keep pace in the current inflationary environment.

In particular, Lhoist is highly exposed to energy markets that, in some cases, have resulted in cost increases of 200-400% as compared to 2021. Moreover, in order to secure sufficient energy to meet our production commitments, we must now commit to multi-year energy procurement contracts. This is in addition to significant cost increases in subcontracting services, maintenance, inbound logistics, and several other input factors.

We must address these costs so that we can continue to satisfy the lime requirements of AMS, therefore Lhoist will be implementing a price increase.

Your product price (excluding applicable taxes and surcharges) at current quantities effective September 1, 2022:

High Calcium Lime Slurry - \$482.61 per dry ton

To memorialize your agreement to adjust your pricing, please have an authorized representative of AMS sign below in the space provided and return the same to me within fourteen (14) days of today's date. If returns a signed copy of this letter within that timeframe, then Lhoist will hold this adjusted product price through calendar year 2023. However, if AMS fails to return a signed copy of this letter within fourteen (14) days from today's date, this offer will be rescinded, and pricing will be subject to updated market pricing.

We appreciate your business and the continued confidence you have placed in Lhoist for your lime needs. We look forward to supplying those needs in the months and years to come.

Sincerely,

J. Dale James

J. Dale James
Sales Manager

AGREED:

Appalachian Material Services, Inc.

By: BERNIE L. THOMPSON
Name: Bernie L. Thompson
Title: Pres.



November 20, 2023

Via Email: amsinc.fl@gmail.com
Mr. William D. Hauser, General Manager
Appalachian Material Services, Inc.
PO Box 97
Terra Ceia, FL 34250

Dear Mr. Hauser:

As you are aware, the Inflation Reduction Act and continued industrial growth in the US is driving demand for new steel mills, more electric vehicles, lithium mining, LNG export facilities and more. This industrial growth has generated a significant increase in demand for lime.

With this increased demand in view, we would like to secure supply for your facility through 2024 and provide you with the following pricing based on current volumes:

Lime Slurry: \$698.49 per dry ton FOB Nichols, FL

To memorialize your agreement to adjust your pricing, please have an authorized representative of AMS sign below in the space provided and return within fourteen (14) days of today's date. If AMS returns a signed copy of this letter within that timeframe, then Lhoist will honor this adjusted product price for the calendar year 2024. However, if AMS fails to return a signed copy of this letter within fourteen (14) days from today's date, this offer will be rescinded and of no effect.

We appreciate your business and the continued confidence you have placed in Lhoist for your lime needs. We look forward to supplying those needs in the months and years to come.

Sincerely,

J. Dale James
Sales Manager – East Lime
M 314-614-4950
Dale.James@Lhoist.com

Appalachian Material Services, Inc.

Signature: 

Name: Kathleen M. Smith

Title: Treasurer

CONSENT ITEMS 2.4

Approval of Southern Corrosion, Inc. Agreement No. 41-24-13

Issue:

Agreement with Southern Corrosion needs Council approval.

Background:

This is the final step to approving a different contractor to take over the City's Potable Water, Reclaim Ground Storage and hydro pneumatic tank maintenance. The previous contractor has not been fulfilling their requirements in our current agreement.

Attachment(s):

1. SOUTHERN CORROSION AGREEMENT -PROF_TANK_MAINT_SERVICES 41-24-13(30710220.1)
2. Exhibit A
3. Exhibit B
4. Exhibit C

Fiscal Impact:

The quoted agreement cost is \$528,550.00 which covers a ten (10) year period. \$52,855.00 on an annual basis.

Staff Recommendation:

It is staff's recommendation to the City Council to approve the agreement as presented.

CITY OF ZEPHYRHILLS
PROFESSIONAL TANK MAINTENANCE SERVICES
AGREEMENT NO.: 41-24-13

THIS AGREEMENT is made and entered into this Monday, May 13, 2024 by and between the **CITY OF ZEPHYRHILLS**, a Florida corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **SOUTHERN CORROSION, INC.**, a foreign Corporation authorized to do business in the State of Florida, having its principal office 738 Thelma Road, Roanoke Rapids, NC 27870 hereinafter called **CONTRACTOR**. The City and **CONTRACTOR** shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

WITNESSETH:

For and in consideration of the mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. AGREEMENT

The CITY hereby retains the **CONTRACTOR** to furnish planning, inspections and maintenance to the Water Storage Tank; Reclaimed Storage Tank and Hydro Pneumatic Storage Tank for ten (10) year contract term with one (1) renewal options for five years, based on mutual agreement between the CITY and **CONTRACTOR**.

2. CONTRACT DOCUMENTS

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

- RFP Number 2024-002, RFP Professional Tank Maintenance Services, “**Exhibit A**”
- Firm’s response, attached hereto as “**Exhibit B**”
- Addenda, attached hereto as “**Exhibit C**”

3. SERVICES BY CONTRACTOR

The services by the **CONTRACTOR** shall furnish to the CITY may include as described in the Scope of Work included in the Request for Proposal, but not necessarily be limited to the following:

- A. Professional Tank Maintenance
- B. Provide an Administrative Contact responsible for delivery of services, customer satisfaction and dispute resolution; certifying compliance with the General Terms and Conditions of the Agreement.

- C. Inspections and Evaluations by trained personnel
- D. Provide all labor, equipment and materials to clean, inspect and disinfect each water storage tank while in compliance with regulatory standards by trained personnel
- E. Provide Interior and Exterior renovation cycles to ensure the structure is protected
- F. Provide miscellaneous services as to consulting, management, scheduling, engineering, emergency repairs as well as support services, products, material and installation expertise of water quality technologies for water storage facilities by trained personnel.
- G. Provide Quality Assurance
- H. Delivery, Handling and Storage of Materials
- I. Provide specialized surface preparation as agreed to by the City.
- J. Paint, maintain proper ventilation; proper application equipment, ladders and scaffolding equipment to meet or exceed UL requirements
- K. Site Liability diligence
- L. Repairs are identified during renovations; inspections and documented in writing. Notification is submitted to the City with a repair date within **90** days of notification to the City.
- M. Interior disinfection performed per AWWA Spray Method 2
- N. Clean up of site as listed in solicitation
- O. All work must comply with OSHA Confined Space Entry, A.W.W.A. and N.S.F Regulations

The CITY's responsibilities shall be set forth in the covenants of the applicable TASK ORDER covering each specific PROJECT made pursuant to this AGREEMENT.

- A. Ensure a thorough review of all work submitted by the Contractor and respond appropriately within a timely manner.

4. FEE SCHEDULE

Fee for \$528,550.00 which covers the first term of ten (10) years been agreed to from the cost proposal submitted in ITB 2024-002 which computes to \$52,855.00/yearly. Any renewal term can be negotiated.

5. PROJECT SCHEDULE

The CONTRACTOR shall perform the services outlined under Article II of this AGREEMENT as specifically established in subsequent TASK ORDER(S) in a timely manner consistent with the TASK ORDER schedules mutually agreed upon by the CITY and the CONTRACTOR.

6. JOINT COOPERATION

Close collaboration and cooperation shall be maintained by the CONTRACTOR with representatives of the CITY and the CITY will be entitled at all times to be advised, at its request, of the status of work being performed by the CONTRACTOR and of the details thereof. To the extent available, the CITY shall furnish to the CONTRACTOR all pertinent information deemed necessary by the CONTRACTOR to be relevant to the execution of each PROJECT. The CITY will have the right to inspect the work of the CONTRACTOR at any time. Either party of this AGREEMENT or subsequent TASK ORDER(S) may request and be granted a conference.

7. SPECIALTY CONTRACTORS

Determination of the need for and selection of specialty (or other) CONTRACTORs shall be made jointly by the CONTRACTOR and the CITY.

8. CLAIMS

Claims arising from changes or revisions made by the CONTRACTOR at the CITY'S request shall be presented to the CITY before work starts under changed conditions. In any case, where the CONTRACTOR deems that extra compensation is due for work not covered herein, or in this or subsequent TASK ORDER(S), the CONTRACTOR shall notify the CITY in writing of his intention to make claim for extra compensation and receive CITY approval before he begins work on which the claim is based. If such approval is not obtained, then the CITY shall not be liable for any extra costs. CONTRACTOR may refuse to perform additional work requested by the CITY until an appropriate TASK ORDER is executed by the parties. Such notice by the CONTRACTOR and the fact that the CITY has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim. CONTRACTOR is not entitled to compensation for work in revising plans and specifications to correct errors or omissions of the CONTRACTOR resulting from negligence of the CONTRACTOR.

CONTRACTOR will perform work for the CITY in accordance with the standard of care ordinarily and customarily exercised by Engineers performing this type of service for this type of client and CONTRACTOR will be liable to the CITY for damages proximately caused by the CONTRACTOR'S deviation from such standard of care.

9. LAWS AND ORDINANCE: PUBLIC RECORDS

The CONTRACTOR shall comply with Federal, State and local laws and ordinances applicable to the work. The CONTRACTOR shall allow public access to all documents, papers, letter or other material subject to the provisions of Florida Statutes, and made or received by the CONTRACTOR in conjunction with the AGREEMENT.

10. SUCCESSORS AND ASSIGNS

The CONTRACTOR shall comply with Federal, State and local laws and ordinances applicable to the work. The CONTRACTOR shall allow public access to all documents, papers, letter or other material subject to the provisions of Florida Statutes, and made or received by the CONTRACTOR in conjunction with the AGREEMENT.

11. TERMINATION

The provisions of this AGREEMENT may be terminated by either party without cause, in which event at least **ninety (90)** days prior written notice of such termination shall be given to the other.

In the event the CITY causes abandonment, termination, or suspension of the AGREEMENT, or parts thereof, the CONTRACTOR shall be compensation for his services rendered up to the time of such abandonment, termination or suspension and all documents and work product shall be given over to the CITY and remain the property of the CITY.

In the event the CONTRACTOR terminates this agreement, the CITY shall retain rights to the portion of the completed work accepted and paid for by the City. However, the use of incomplete tracings, plans, specifications, maps, computer programs and data prepared or obtained under specific TASK ORDERS(S) to this AGREEMENT by others for subsequent completion of the work shall be at the sole risk of the CITY with no further financial liability or legal exposure to the CONTRACTOR, including use or re-use by third parties.

12. Intentionally Deleted.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT and in accordance with Section 202 of Executive Order 11246 and the Code of Federal Regulations 41CFR60 (Section 60-1.4), the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offices setting forth the provision of the non-discrimination clause.
2. The CONTRACTOR will in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard of race, creed, color or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a

notice to be provided by the agency contracting officer advising the labor union of worker's representative of the CONTRACTOR'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The CONTRACTOR will comply with all provision of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of Secretary of Labor or pursuant thereto and will permit access to his books, records and accounts by the contracting agencies and the Secretary of Labor for purposes of Investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any of such rules, regulations or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each sub-contractor or vendor. The CONTRACTOR will take such action with respect to any subcontracting or purchase order as the contracting agency may direct as a means of enforcing such provision including sanctions for non-compliance. Provided, however that in the event the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendors as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

14. ACCESS TO RECORDS

The CITY, FAA, DOT, FDOT, and any other duly authorized representative shall have access to any books, documents, papers, records of the CONTRACTOR which are directly pertinent to a specific grant program or TASK ORDER to this AGREEMENT, for the purpose of making audits, examinations, excerpts and transcripts. The CONTRACTOR shall maintain all project records for

three (3) years after final payment is made and after all other pending matters are closed, whichever is later.

15. TITLE VI ASSURANCES

The provision of Attachment 1, included and attached herein, are incorporated by reference into this AGREEMENT.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS

The provisions of Attachment 1, included and attached herein, are incorporated by reference into this AGREEMENT. The CONTRACTOR will establish goals for sub-CONTRACTOR participation for DBE purposes in future TASK ORDER(S) for each project involving Federal Assistance.

17. LIMITATIONS ON COST ESTIMATES

Since the CONTRACTOR has no control over the cost of labor, materials, equipment or services furnished by others or over any Construction Contractor(s) methods of determining prices, or over competitive bidding or market conditions, the CONTRACTOR'S opinions of probable project costs and construction costs provided for herein are to be made on the bases of the CONTRACTOR'S experience and qualifications and represent the CONTRACTOR'S best judgement as an experience and qualified professional familiar with the construction industry; but the CONTRACTOR cannot and does not guarantee that proposals, bids or actual project costs or construction costs will not vary from opinions of probable costs prepared by the CONTRACTOR.

18. APPROVAL OF WORK

The work performed by the CONTRACTOR shall be deemed approved and accepted by the CITY as when invoiced unless the CITY objects within 30 days of the invoice date by written notice specifically stating the details in which the CITY believes such work is unacceptable.

19. DELAY

Any delay, default or termination in or of the performance of any obligation of the CONTRACTOR under the AGREEMENT caused directly or indirectly by strikes, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal commercial channels, failures of CITY or CITY'S agents to furnish information or to approve or disapprove the CONTRACTOR'S work, or any other acts of the CITY or any other Federal, State or local agency, or any other cause beyond the CONTRACTOR'S reasonable control, shall suspend the obligation of the CONTRACTOR as long as performance is delayed or prevented thereby.

20. INSURANCE

The CONTRACTOR shall procure and maintain during the life of this AGREEMENT insurance of the types and subject to the limits set forth below. The CONTRACTOR shall also provide the

CITY with evidence of this insurance in the form of Certificates of Insurance that shall be subject to the CITY'S approval of adequacy. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance, other than for non-payment, shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this AGREEMENT. If subcontractors or sub-CONTRACTORS are used by the CONTRACTOR, it shall be the responsibility of the CONTRACTOR to ensure that all its subcontractors or sub-CONTRACTORS comply with all the insurance requirements contained herein relating to such subcontract. Except as otherwise stated, the amount and types of insurance shall confirm to the following:

20.1. WORKER'S COMPENSATION

The CONTRACTOR shall maintain, during the life of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per State Statute. In addition, the policy must include employer's liability with a limit of \$100,000.00 for each accident and disease.

20.2. COMMERCIAL GENERAL LIABILITY

The CONTRACTOR shall maintain, during the life of the AGREEMENT, commercial general liability, including contractual liability insurance to protect the CONTRACTOR and CITY from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this AGREEMENT, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR. Coverage must include:

- A. Minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability (List the City as additional Insured)
- B. Premises and Operations
- C. Independent Contractors
- D. Products and Completed Operations – CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations.

20.3. COMPREHENSIVE AUTO LIABILITY

The CONTRACTOR shall maintain, during the life of this AGREEMENT, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned

automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

20.4. EXCESS UMBRELLA LIABILITY

The CONTRACTOR shall maintain, during the life of this AGREEMENT, excess umbrella liability insurance coverage in the minimum amount of \$1,000,000.00 combined single limit for general liability, bodily injury and property damages liability to protect the CONTRACTOR from claims for damages, including death, as well as from claims for property damage.

20.5. PROFESSIONAL LIABILITY

The CONTRACTOR shall maintain during the term of the AGREEMENT, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence. Such coverage shall be maintained for a period of three (3) years following completion and acceptance of any work performed under this AGREEMENT. The CONTRACTOR shall not be liable for unforeseen subsurface conditions.

20.6. NOTICE OF CANCELLATION AND/OR RESTRICTION

Each policy must be endorsed to provide the CITY with a minimum of thirty (30) day notice of cancellation and/or restriction.

20.7. CERTIFICATES OF INSURANCE

Certificates of Insurance evidencing the insurance coverage specified in this section shall be filed with the CITY before operations are begun. The CITY shall be named insured under those policies as allowed by law. The required certificates not only shall name the types of policies provided, but also shall refer specifically to this AGREEMENT and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of the AGREEMENT. If the initial insurance expires prior to the completion of work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to their expiration.

21. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the CITY its officers, employees individually and in their official capacity from liability losses damages and costs including but not limited to reasonable attorneys' fees to the extent caused by the negligence recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT. In all events the CITY and its officers, employees and city attorney shall be permitted to choose legal counsel of its sole choice the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

Notwithstanding any other provision set forth in this AGREEMENT nothing contained in this AGREEMENT shall be construed as a waiver of the CITY'S right to sovereign immunity under Section 768.28 or other limitations imposed on the CITY'S potential liability under Federal or State law. As such the CITY shall not be liable under this AGREEMENT for punitive damages or interest for the period before judgment. Further the CITY shall not be liable for any claim or

judgment or portion thereof to any one person for more than one hundred thousand dollars (\$100,000.00) or any claim or judgment or portion thereof which when totaled with all other claims or judgments paid by the state or its agencies and subdivisions arising out of the same incident or occurrence exceeds the sum of two hundred thousand dollars (\$200,000.00).

22. OBSERVATION AND TESTING FOR CONSTRUCTION SAFETY

The observation and testing for construction safety is not included herein nor shall it be made a part of any TASK ORDER. This requirement shall be made a part of the construction documentation to be accomplished under the direct and sole responsibility of the construction contractor(s).

23. HAZARDOUS MATERIALS: ASBESTOS

If potentially hazardous materials or asbestos are encountered, the CONTRACTOR shall have the right to suspend the work and the right, by written notice to the CITY to terminate the work described in Article 1. The CITY shall remain liable for and shall pay all fees and charges incurred under the provision of the AGREEMENT through the date of termination. The CONTRACTOR has no expertise in this area of hazardous materials, including asbestos detection and evaluation. If requested, the CONTRACTOR may engage an independent CONTRACTOR to accomplish any such work on behalf of the CITY. Unless provided otherwise, the CONTRACTOR will not be liable to investigate for or otherwise determine the presence of asbestos.

24. CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in State Statutes. The CONTRACTOR further represents that no person having any such interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY in writing by Certified Mail of all potential conflicts of interest prohibited by existing State law of any prospective business association, interest or other circumstances which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the perspective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR.

The CITY agrees to notify the CONTRACTOR of its opinion by Certified Mail withing thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at his option, enter into said services provided to the CITY by the CONTRACTOR under the terms of this AGREEMENT.

25. NOTICE

All notices, requests, consents, and other communications required or permitted under this AGREEMENT shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, address to:

As to the **CITY** As to the **CONTRACTOR**:

Mr. William Poe
City Manager
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

As to the **CITY ATTORNEY**:

Matthew E. Maggard, Esq.
City Attorney
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

As to the **CONTRACTOR**:

Mr. John Tucker
Southern Corrosion, Inc
738 Thelma Road
Roanoke Rapids, NC 27870
407-506-3236

Or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

26. INTERPRETATION: VENUE

This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the subject matter hereof and supersedes all prior verbal or written AGREEMENT(S) between the parties with respect thereto. This AGREEMENT may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This AGREEMENT shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this AGREEMENT, venue shall be in the 6th Judicial District Court

for Pasco and Pinellas Counties, Florida, for claims under State law and the Middle District of Florida for any claims which are justiciable in Federal Court.

27. MEDIATION

In the event of a dispute between the parties in connection with this AGREEMENT, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of the District Court for Pasco County, Florida. The fee of mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the dispute.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Attest:

CITY OF ZEPHYRHILLS

Lori L. Hillman, City Clerk

Kenneth M. Burgess, Jr., Council President

Signed, Sealed and Delivered

In the presence of:

Southern Corrosion, Inc

By: _____

Name: _____

Title: _____

Print Name

Print Name

EXHIBIT
A



EVALUATION

PROFESSIONAL TANK MAINTENANCE SERVICE



Release Date: Sunday, February 18, 2024

Due Date: Wednesday, March 20, 2024 10:00am

Posted Sunday, February 18, 2024 3:00am

Bid Unsealed Wednesday, March 20, 2024 10:00am by OpenGov Bot

Pricing Unsealed Wednesday, March 20, 2024 10:00am by OpenGov Bot

All dates & times in Eastern Time

1. INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

The **City of Zephyrhills** (the "City"), invites responses ("Responses") from Vendors which offer to provide the services described in Section "Scope of Work".

1.2. Vendor

A Vendor is an individual, firm, or corporation submitting a Response to the City for the services requested in the RFP.

1.3. Agreement Terms and Conditions

The Vendor(s) selected to provide the service(s) requested herein (the "Successful Vendor(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within thirty (30) days after such award, the City of Zephyrhills may

give notice to such proposer of intent to award the contract to the next ranked Vendor, or to call for new responses.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded Vendor will be cause for termination of the **"PROFESSIONAL TANK MAINTENANCE SERVICE"** Agreement.

1.4. Additional Information or Clarification

Requests for additional information or clarifications must be made in the City's e-Procurement Portal at <https://procurement.opengov.com/portal/zephyrhillsfl> and in accordance with the Cone of Silence. The Cone of Silence is applied to all communications concerning any bid, RFP or RFQ before intent to award are issued. Any request for additional information, or for questions seeking clarifications must be received in writing no later than Thursday, March 14, 2024 by 10:00 am.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>, prior to the Response Submission Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or any written addendum to this RFP. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposers will be required to acknowledge all addendum within their submission through the eProcurement Portal.

All communications are to be directed to the Purchasing Agent through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>.

1.5. Award of Agreement

An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

1.6. Agreement Execution

By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for:

PROFESSIONAL TANK MAINTENANCE SERVICE Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.7. Response Package

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1. Each Response that is submitted for evaluation must meet the requirements specified in the RFP.
2. Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
3. Any submittal found unacceptable will not be considered for selection for this project.

1.8. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Deadline by clicking on "Unsubmit" Proposal via eProcurement Portal. All changes or withdrawals shall be made City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.

1.9. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section "Additional Information or Clarification". Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.10. Disqualification

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

1.11. Reject Responses

The City of Zephyrhills, Florida reserves the right to reject any or all responses, waive informalities, request additional information and to negotiate a contract with the most qualified Vendor for professional services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.

1.12. Vendor's Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.13. Compliance with Applicable Law

The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed there under. Conduct no activity or provide any service that is unlawful or offensive.

1.14. Conflicts of Interest

No Vendor shall be eligible for selection on any project and no work shall be assigned to a Vendor which conflicts with or is duplicative of any work by the Vendor or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or Vendor.

1.15. Indemnification

Indemnity: Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

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

Insurance: Vendor shall, at its sole costs and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of

1.16. Insurance

Vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$2,000,000 combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the Vendor as required herein shall be considered, and the Vendor agrees that said insurance coverages it procures as required herein shall be

considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Vendor as required.

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

1.17. Builders' Risk Coverage

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

1.18. Termination (Cause and/or Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the Vendor's.

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

For any termination, the equitable adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the Vendor relating to commitments which had become from prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action, the Vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Vendor in performing this contract, whether completed or in process.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

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

1.19. RFP Availability

RFP documents, plans, addendums can be viewed and downloaded from the City's e-Procurement Portal at <https://procurement.opengov.com/portal/zephyrhillsfl> . Registration is FREE. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills prior to any work with the City. Should you have questions concerning this site, contact Customer Support via the City's e-Procurement Portal to provide assistance. Responses will be opened after the deadline online. A listing of those Vendors who submitted a response will be posted.

1.20. Response Submission

One electronic response package shall be submitted through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>, prior to the **Opening time of Wednesday, March 20, 2024 by 10:00 am.**

The City shall not, under any circumstances, be responsible for delays caused by the issues caused in uploading or for other delays. All responses must be manually and duly signed by authorized authority to bind said Vendor or individual, and Vendor must affix their corporate seal (if any) to the response. In the absence of a corporate seal, the response must be notarized by a Notary public.

The submittal of a response by a preparer will be considered by the City as constituting an offer by the Vendor to perform the required services at the stated fees.

Each Vendor is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will responses delivered to the office be accepted. All responses are to be uploaded via City's e-Procurement Portal online. Late submissions will not be accepted.

1.21. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.22. Oral Presentations

At the City's sole discretion, a formal oral presentation may be required by each Vendor that is short list selected during the initial review process. The City will provide a week's notice, if selected. If required, presentations should be in support of the Vendor's response or to exhibit or otherwise demonstrate the information contained herein. If the Committee wishes additional clarification of any information, Vendors maybe requested to submit that information in writing.

1.23. Acceptance of Applicable Policies & Procedures.

- A. Vendors responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- B. All Vendors should be licensed in the State of Florida and professionally qualified.
- C. Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.24. Evaluation Committee Process

The City Manager will appoint a ranking committee who will review and evaluate the proposals of all interested Vendors. This committee shall select at least three (3) firm's that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written responses. The City Manager will present the Committee's recommendations to City Council for their consent for approval. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.25. Written Selection Process

Step 1. The City will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the responses using the criteria below. Responses will be evaluated and ranked or scored.

1.26. Formal Interview Evaluation Criteria

- Overall impression of key team members
- Methodology presented to assure success
- Ability of principals to promote confidence in the ability of the Vendor to complete the project(s) within the time and cost budgeted
- Ability of team members to communicate during the interview process
- Vendor's ability to effectively answer questions and problem solve in the meeting

- Overall impression of the Vendor

1.27. Interview Format

The Vendors selected to make a presentation to the Evaluation Committee will be notified by the City. Each Vendor selected for further consideration shall be notified in writing and informed of a place and time for the interview sessions. The time allotted to each Vendor for the presentation and interview shall not exceed forty five (45) minutes. (5 Minutes for setup, 20 minutes for presentation, 5 minutes for questions and 5 minutes for knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.28. Issues to Address at Interview

The intent of the formal interview process is to provide the evaluation committee with in-depth information from the Vendor in order to make a final selection of the best-suited Vendor for the contract.

What makes your firm and proposal better suited for this solicitation than the other firms. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the services to be provided and any unique characteristics or services the Vendor offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the discussion.

1.29. Award Criteria

The evaluation committee recommendation will be made from their in depth review of the written responses and the evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Demonstrated professional skills and credentials.
- Demonstrated understanding and success of similar projects
- Demonstrated ability to communicate well.
- Ability to perform the work within the stated timeframe.

1.30. Hourly Rate/Fees

Hourly Rate/Fees will be solicited from the short-listed candidates invited to interview by email to be delivered by the designated date on the Timetable. Hourly Rates/Fees may be negotiated further with the number one selected Vendor.

If there is no date listed or should the interviews be waived then the fees will be expected the **Tuesday_ after the Council meeting.**

All Hourly Rate/Fees shall be sent to the Purchasing Agent, at kmiller@ci.zephyrhills.fl.us. Mark your emails "**FEE RATES-TBD-Company Name**" in the subject line.

1.31. Final Evaluation

Upon completion of the evaluation process by the Evaluation Committee, the Firms/Proposals will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked Vendor. Should the City be unable to negotiate a satisfactory contract with the top-ranked Firm at a price determined to be fair and reasonable, negotiations shall be terminated with that Firm and the City shall initiate negotiations with the second ranked Vendor to arrive at an acceptable contract, and so on.

The final negotiated contract is presented to City Council for approval and authorization by the City Manager.

1.32. Exception to the RFP

Vendors may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Vendor take exception where none is permitted, the response will be rejected as nonresponsive. All exceptions taken must be specific, and the Vendor must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank responses.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the responses will be evaluated based on the responses as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Vendor furnish the services or goods described herein, or negotiate an acceptable alternative.

1.33. Openness of Procurement Process

Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any response once submitted.

1.34. Cooperative Purchases

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

1.35. Negotiations

The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Vendor's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Vendor. If the City and the selected Vendor cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Vendor. This process will continue until a contract has been executed or all Vendors have been rejected. No Vendor shall have any rights against the City arising from such negotiations.

1.36. Right to Protest

Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager. All Protests must be presented one (1) week after the solicitation deadline or one (1) week after Council approval of ranking.

1.37. Public Records

In accordance with 119.0701 F.S. Vendor shall:

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

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

1.38. ACH-EFT Payments

The City will make payments for services provided under this contract by means of an ACH-EFT process. This method is quicker and eliminates fraud activity. This will need to be setup before any payment processing. The City reserves the right to revise this program as necessary.

2. SCOPE OF WORK

2.1. Introduction

It is the intent of this Request for Proposals for the selection of Professional Tank Maintenance Service Providers, who are experienced in the inspecting, renovating, and preventive maintenance of potable water and reclaimed water storage facilities.

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2.2. Site Tour - Mandatory

A site tour of the three storage tanks is required. The first stop is listed below followed to the WWTP.

Email Karen Miller, kmiller@ci.zephyrhills.fl.us with you **name**, **company**, **phone** and **email** address to register for the site tour.

Location: 7291 Dairy Road, Zephyrhills, FL - 1st Stop

Time: 10 a.m.

Date: February 23, 2024

2.3. Scope of Work

The scope of services is anticipated to include, but is not limited to:

- Service Providers are responsible to perform all necessary inspection or investigations to thoroughly inform themselves regarding the scope of work, delivery of material and equipment, condition of each water tank, and the service to be performed as required by this document. No plea of ignorance of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposed shall be grounds to fail to fulfill, in every detail, the requirements of the contract document.

It is the responsibility of each prospective Service Provider interested in this proposal to examine each tank prior to the submission of their proposal. The CITY shall establish a single time and date for this examination and provide access to the facilities, currently set for [insert time and date]. All bidders are responsible for obtaining any information pertinent to the proper evaluation of each storage facility.

Each Service Provider is responsible for testing the current materials in place on the Tanks for hazardous content. All work must comply with OSHA Confined Space Entry, A.W.W.A., and N.S.F. Regulations as applicable.

- A contract will not be awarded to any Service Provider who, for any cause: Is in arrears to The CITY. In litigation against The CITY. Has failed in any past contracts to perform to the satisfaction of The CITY as to the character of the work, the fulfillment of guarantee, or in time consumed to complete a project.

REQUEST FOR PROFESSIONAL WATER TANK MAINTENANCE PROVIDER. The CITY's intent is to outsource the administration, management, inspections, repairs, and cyclic renovation of The CITY's Water and Reclaimed Water Storage tanks.

The objective with outsourcing the service is to ensure The CITY's storage tanks are:

- Compliant with OSHA, NSF, and AWWA standards, as applicable.

- The interior surfaces of each tank are sanitary, protected, and renovated accordingly.
- The exteriors are protected, visually appealing to the community, and renovated accordingly.

MINIMUM QUALIFICATIONS OF PROPOSING SERVICE PROVIDERS. For your firm to be considered, The CITY is requiring the following minimum qualifications for the proposing Service Provider and any Subprovider:

- A proposing Service Provider must demonstrate a minimum of fifty (50) current maintenance management contracts. Provide a contact list, with names and telephone numbers, of at least five (5) current management clients.
- A proposing Service Provider must have been in business a minimum of twenty-five (25) years, and have no current pending litigation.
- An administrative contact, directly employed by the Service Provider, located within a reasonable driving distance (less than 150 miles) to provide serviceability deemed appropriate by The CITY.
- A licensed Florida Professional Engineer will be directly employed by the Service Provider as aspects of this contract may include design/build elements in relation to the water tank structures. As a firm, the Service Provider shall also have an active engineering registry to practice engineering in the State of Florida.
- The Service Provider must be a wholly-owned American firm based in the United States of America.
- The Service Provider can meet the minimum insurance coverage demanded with a provider with AM Best rating of A- or better. The required minimum insurance demanded by The CITY is outlined in Attachment A at the end of the RFP document.

ADMINISTRATIVE The selected Service Provider will provide a competent administrative contact directly employed and supervised by the Service Provider and who is entitled to represent the Company for and in the management of services outlined in the agreement.

The Administrative Contact will be responsible for:

- Acting as a single point of contact representing the provider for subjects related to the delivery of services, customer satisfaction, and dispute resolution.
- Certifying compliance with the General Terms and Conditions of the agreement.

INSPECTION & EVALUATION The selected Service Provider will provide trained personnel directly employed and supervised by the Service Provider to perform all inspections. Reference ANSI/AWWA D101-53 (R86), Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage as well as AWWA D110-13 (R18) Wire-and Strand-Wound, Circular, Prestressed Concrete Water Tanks.

- Each tank must be visually inspected, at a minimum, once in any twelve-month period. If conditions warrant, additional visual inspections should be performed at no additional cost.
- All observations will be documented in a concise report with supporting photographs.
- The tanks compliance with regulatory standards and regulations will be documented in a single page compliance report with supporting photographs.
- Any repairs and/or renovations shall be inspected for compliance quality and projects documented.
- A qualified representative of the selected Service Provider, acceptable to The CITY, may perform the physical inspections.
- If any of the inspections are to be performed by a sub-Service Provider and not direct employees, it must be indicated in your proposal document.

WATER QUALITY The selected Service Provider will provide trained personnel directly employed and supervised by the Service Provider to provide all labor, equipment, and materials to clean, inspect, and disinfect each water storage tank identified in this RFP. Wash out disinfection services shall include but not be limited to:

- Each potable water tank will be washed out, inspected, and disinfected following American Water Works Association (AWWA) C652 Standards or as often as local conditions require but not less often than once every five years. Each non-potable tank will be washed out, inspected and cleaned but not disinfected.
- Washouts shall be performed following AWWA Standards D652-86 Spray Method 2 Standards for Potable Water Tank disinfecting.
- All observations will be documented in a concise report with supporting photographs.
- The tanks compliance with regulatory standards and regulations will be documented in a single page compliance report with supporting photographs.
- A qualified representative of the selected Service Provider, acceptable to The CITY, may perform the physical inspections.

- If any water quality related work is to be performed by a sub-Service Provider and not direct employees, it must be indicated in your proposal document.

MAINTENANCE SERVICES The selected Service Provider will provide trained personnel directly employed and supervised by the Service Provider to provide the experience, support, equipment, labor, and materials necessary to perform any repairs and interior / exterior renovations. Reference all applicable ASTM/AWWA standards for inspections, maintenance, repair and painting, repair and maintenance of steel and prestressed concrete water tanks.

- Projected exterior renovation cycles should foremost ensure the structure is protected. Notwithstanding, The CITY expects a tank to be kept visually appealing and will not accept visible surface imperfections, blistering, cracking, flaking paint or excessive chalking. Re- coating of the exterior of a tank shall be performed in 8-year cycles scheduled from the first scheduled re-coating. Note that the Service Provider will be responsible for addressing any premature coating failure to ensure a tank is protected and kept visually appealing.
- Projected interior renovation cycles should foremost ensure the structure is protected. Notwithstanding, The CITY expects the interior of a tank to be free of any visible surface imperfections, blistering, cracking, flaking paint or corrosion. Renovating of the interior of a tank shall be performed in 15-year cycles scheduled from the first scheduled renovation. Note that the Service Provider will be responsible for addressing any premature coating failure to ensure a tank to be protected and sanitary.

It is the responsibility of the Service Provider to schedule and specify a scope of work that achieves both The CITY's maintenance objective and cycle criteria. Submitting Service Providers must chronicle in their response a plan and method they plan to utilize to meet The CITY's maintenance objective. A complete response should incorporate, at a minimum, a model scope of work, type of coating options, and proposed exterior / interior coating cycle objectives.

The selected Service Provider shall also provide trained personnel directly employed and supervised by the Service Provider to provide quality assurance inspections during all renovation projects. All observations throughout the various phases of the project shall be documented along with supporting photographs. As part of this quality assurance, any required re-work in order to comply with applicable industry standards or specifications shall be the responsibility of the Service Provider.

MISCELLANEOUS SERVICES The selected Service Provider must provide the expertise, support, equipment, labor, and materials critical to perform long-term maintenance and safeguard stored water quality. Miscellaneous Services shall include, but may not be limited to:

- Maintenance related project consulting, management, and scheduling.

- Structural repair consulting, management, engineering, and emergency repairs services.
- Protection of any surrounding buildings, houses, vehicles, boats, bodies of water and any other property in the immediate vicinity of a painting operation.
- Project consulting or management of cellular phone installations.
- Support services, products, material, and installation expertise of water quality technologies, for water storage facilities.

QUALITY ASSURANCE

- Workmanship shall be performed by a skilled workforce, thoroughly trained in necessary crafts and completely familiar with specific requirements and methods specified herein.
- High pressure washing of the exterior surfaces shall be performed only by personnel dedicated to quality. This is critical to the quality and results expected by The CITY or The CITY's representative. The Service Provider will be asked to remove anyone from the work force who is observed performing unsatisfactory or unacceptable work results.
- Media blasting of the interior surfaces shall be performed only by personnel dedicated to quality. This is critical to the quality and results expected by The CITY or The CITY's representative. The Service Provider will be asked to remove anyone from the work force who is observed performing unsatisfactory or unacceptable work results.
- Only personnel dedicated to quality and proven capable of proper applications of each material will apply all coating. Areas are to be protected as required to guarantee cut-in areas are neat and not recklessly sprayed or rolled with various colors. Final appearance is expected to be proper thickness, smoothness, and semi-gloss in appearance. Service Provider will be asked to remove from the work force anyone who is observed performing unsatisfactory or unacceptable work/results.
- All material shall be from one manufacture and no cross coating allowed between primers and finish coats. Over thinning of materials which results in runs, etc. will be unacceptable. Service Provider will be asked to remove anyone from the work force who creates excessive paint "runs" which require brushing out, troweling or smoothing out with scraper blades.

DELIVERY, HANDLING AND STORAGE OF MATERIAL

- Deliver all material to the site in original, new, unopened containers, labeled and bearing the manufacturer's name, stock number, product number, and brand name, contents by volume, instructions for mixing, and reducing and application instructions.

- Provide adequate storage facilities designed exclusively for the purpose of paint storage and mixing. Facility area shall be located away from open flames, be well ventilated, and capable of maintaining ambient storage temperature of no less than 45 degrees F.
- Paint, coatings, reducing agents, and other solvents must be stored in original containers until opened; if not re-sealable, then must be transferred to UL approved safety containers. Provide proper ventilation, personnel protection and fire protection for storage and use of it.
- Comply with requirements set forth by Occupational Safety and Health Act for Storage and use of painting materials and equipment.

SURFACE PREPARATION

- Perform preparation and cleaning procedures shall be in strict accordance with manufacturer's instructions for each substrate condition and shall be specific to either the steel or concrete construction.
- When the scope of work calls for over coating, areas shall be washed down with clean water at a minimum pressure of 4000 PSI. Each pressure washer shall be equipped with Constant Speed Turbo Nozzles and used in all areas, where the coating adherence is questionable. Use of Standard fan type nozzles on pressure washer will be acceptable when conditions warrant.
- All rusted areas must be power tooled cleaned, hand wire brushed at a minimum, to guarantee adhesion prior to primer application. All rusted areas shall be cleaned prior to priming.

APPLICATION

- Paint shall only be applied following the manufacturer's Product Data Sheet for the series of paint specified herein. The painting shall be specific to the type of substrate, either steel or concrete as appropriate.
- Maintain proper ventilation in areas of work to alleviate volatile solvents evaporating from coating material.
- Application of a coating shall be by brush, roller, mitt, or spray and in accordance with the scope of work and/or manufacturer's recommendations. All material shall be evenly applied to form a smooth, continuous, unbroken coating. Drips, runs, sags, or pinholes shall not be acceptable.
- Provide proper application equipment, including ladders, scaffolding, masking materials, and tools to successfully perform quality work.

- All Ladders and scaffolding shall meet or exceed UL requirements and Metal Ladder Manufacturer's Association.

SITE LIABILITY

- Extreme diligence shall be taken to ensure that all blast media, debris, and trash is contained to the tank site. Corrective action will be at no expense to The CITY.
- Extreme diligence shall be taken to ensure that any surrounding vehicles, equipment, hardware, fixtures, materials, etc. are protected against paint spillage and/or over spray, etc. Such damage or over spray shall be corrected at no expense to The CITY.
- Service Provider shall be responsible for providing warning signs at all property entrances, which will be displayed for incoming vehicles any time painting activities are in process.

REPAIRS

- Any repairs identified during the renovation shall be documented in writing and submitted to The CITY. Written repair submittals should include a detailed description of the deficiency, recommended scope of work, and the schedule for completing the repair. Any and all repairs to be encountered are to be included in this service at no additional expense to The CITY.

INTERIOR DISINFECTION = All potable water tanks

- After the interior liner has properly cured, the interior surfaces shall be disinfected per AWWA. Spray Method No. 2 (200 PPM).
- The Tank shall be sealed and made ready for service.

CLEAN UP

- Upon completion of the work, all staging, scaffolding and containers shall be removed from the site. At no cost to The CITY, any damage to surfaces resulting from the work shall be cleaned, repaired, or refinished to the satisfaction of The CITY or representative.
- Abrasive blast debris generated will be tested for the 8 RCRA heavy metals using the TCLP Method.

All abrasive blast debris will be disposed of in accordance with applicable Federal, State, and Local regulations.

2.4. Additional Requirements

- A. The Vendor is required, before submitting a proposal, to visit the site of the proposed work and to become familiar with the nature and extent of the site. Site visits must be scheduled through the Purchasing Agent, kmiller@ci.zephyrhills.fl.us.
- B. The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.
- C. The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identifications, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.
- D. The purpose and intent of this solicitation is to establish contract arrangements in accordance with the State of Florida. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

2.5. Acceptance of Applicable Policies and Procedures

Vendors responding to this RFP agree by submission of such response to accept and comply with the City's policies and procedures that apply to the selection process for this project.

Any concerns, or issues relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

2.6. Contract Term

- A. Initial Term: Ten (10) years from date of executed contract.
- B. Renewals: One (1) five (5) year renewal term.

RENEWAL: Approval of renewal will be reviewed for acceptance no less than 180 days prior to expiration of initial term.

CONTRACTUAL AGREEMENT The elements of an acceptable contract obligate the provider to administer, manage, inspect, repair, and renovate The CITY's Water Storage tanks for an initial period of ten (10) year for a single all-inclusive fee.

- The Agreement for Professional Services may be renewed for a contractually approved renewal period of five (5) year.
- The CITY will retain the right to cancel the service agreement at any time for reasons which include but are not limited to misrepresentation, the service provider's best endeavors, and/or The CITY's failure to budget monies. However, the Service Provider may **not** cancel the contract for any reason other than non-payment by The CITY.
- The CITY agrees to give the provider written notice of cancellation and sixty (60) days from the date of notice, to complete any work to the satisfaction of officials and invoice for the work completed.
- If the agreement is cancelled, The CITY will only be responsible for the cost of the work completed up to the date of cancellation.
- In the event The CITY elects to renew the agreement, The CITY and the Service Provider agree to continue services for a single cost for a successive five (5) year period.
- The renewed fee may be adjusted for inflation. Any increase will be limited to the immediate prior year's fee amount plus the percentage of change in the Consumer Price Index (CPI) for that previous year.
- Should there be a decrease in the percentage of change in the CPI, The CITY shall benefit, and the fee decreased by that amount of change.
- The CITY and the provider shall agree upon the specific CPI report that will govern the inflationary adjustment.
- The proposing company agrees to subject itself to the jurisdiction and venue of the State of Florida as to all matters and disputes arising or to arise under the contract and the performance thereof.
- The CITY requests the option to be invoiced monthly, quarterly, semi-annual, or annually.

2.7. Location

Water Storage Facilities

- 250,000 Elevated / 500,000 GST - Steel Standpipe - 7291 Dairy Road, Zephyrhills, FL
- 1,200,000 Concrete GST - WWTP 39825 Alston Avenue, Zephyrhills, FL
- 10,000 Steel Hydro-Pneumatic - WWTP 39825 Alston Avenue, Zephyrhills, FL

3. EVALUATION CRITERIA & RANKING PROCESS

A. General Ranking. The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.

B. Selection Criteria. All responses shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the response.

Written Evaluation Criteria
1. Professionalism & Completeness of Submittal Scoring Method: Points Based Weight (Points): 10 (10% of Total)
2. Proposed Service Detail provided in Response Scoring Method: Points Based Weight (Points): 20 (20% of Total)
3. Experience Scoring Method: Points Based Weight (Points): 30 (30% of Total)
4. Qualifications and Capabilities Scoring Method: Points Based Weight (Points): 15 (15% of Total)
5. Cost Proposal Scoring Method: Points Based Weight (Points): 15 (15% of Total)
6. References

References may be called regarding the level of satisfaction with services rendered by the by the proposing firm, its technical ability, cost, education of and presentation to Governing bodies.

Scoring Method:

Points Based

Weight (Points):

5 (5% of Total)

7. Insurance Coverage

Scoring Method:

Points Based

Weight (Points):

5 (5% of Total)

Interview Evaluation Criteria

1. No Interviews are Scheduled for this Solicitation

Scoring Method:

Points Based

Weight (Points):

10 (100% of Total)

4. EVALUATION DOCUMENTS

The services being sought under this RFP are considered to be professional in nature. Consequently, the evaluation of the responses will be based upon consideration of the demonstrated and capabilities of the Firm that will result in a short list of three firms to be invited for interviews and presentations to the Evaluation Committee. Factors to be considered in the evaluation shall include, but are not limited to the following:

4.1. Qualifications and experience of the proposed project team.

- A. Professionalism and completeness of submittal
- B. Detail of Proposed Service
- C. Experience
- D. Qualifications
- E. References
- F. Proposed Costs
- G. Insurance Coverage

4.2. Management Plan

4.3. General Ranking

The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria describe in this Section.

5. RESPONSE PACKAGE CRITERIA

5.1. TABLE OF CONTENTS

- A. Materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- B. Responses should be page numbered to indicate the location for each of the listed items.

5.2. Response

Administration & Manage of Service. Summarize that your firm fulfills the qualifications to satisfy the CITY's maintenance objective.

- Brief resume summarizing the experience of all the individuals who will be responsible for providing services to The CITY.
- Identify the administrative contact.
- A proposing Service Provider must have been in business a minimum of twenty-five (25) years, and have no current pending litigation with customers.
- Evidence of the minimum of fifty (50) current maintenance management contracts with contact list.

Service Providers Qualifications. Briefly describe your approach and program to satisfy The CITY's maintenance objective.

- A concise narrative introducing your firm detailing your capabilities.
- Demonstrate your insurance provider meets the minimum insurance demanded by The CITY.

Visual Inspections . Briefly describe your approach and schedule to satisfy The CITY's maintenance objective

Wash Out Inspections & Water Quality. Briefly describe your approach and schedule to satisfy The CITY's maintenance objective.

Exterior & Interior Renovations. Briefly describe your specifications and schedule to satisfy The CITY's maintenance objective.

- Establish a schedule of inspections, washouts, repairs, and renovations.
- A complete response should incorporate, at a minimum, a model scope of work, type of coating options, and proposed exterior / interior coating cycle objectives.

Maintenance Objective and Cycle Criteria. Briefly describe your scope(s) of work and cyclic approach to satisfy The CITY's maintenance objective.

Proposed Cost of the Maintenance Service.

- Clearly identify the initial annual fee for the proposed Management Services.
- Account for all costs The CITY will be obligated to pay if the agreement is cancelled.

Insurance Requirements. An insurance certificate detailing the levels of insurance required by the CITY to accept a contractual obligation. Certificates of insurance shall state that ten (10) days written notice will be given to the CITY before the policy is canceled or changed. No Service Provider or subcontractor Provider will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by the City. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. The Service Provider shall secure and maintain in effect for the period of the contract and pay all premiums for the following kinds and amount of insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Service Provider and any subcontractor Providers. The Service Provide and any subcontractor Provider shall procure and maintain at his or her own expense any additional kinds and amounts of insurance that, in his or her own judgment, may be necessary for his or her proper protection in the prosecution of the work.

Contractor/Firm shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employee Liability insurance, with minimum policy limits of \$1,000,000 (this could be \$2,000,000 depending on the

amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

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

Minimum requirements for each occurrence for this solicitation:

- General Liability - \$1,000,000
- General Aggregate - \$2,000,000
- Automobile Liability - \$1,000,000
- Worker's Compensation and Employer's Liability - each Accident/Disease - \$1,000,00 (Policy limit must be listed on certificate)
- Pollution Liability - \$1,000,000
- Professional Liability - \$1,000,000

Reference Specifications and Standards.

- Without limiting the general aspects of other requirements, all surface preparation, coating and painting of interior and exterior surfaces shall conform to, but not be limited to, the applicable requirements of the following:
 - Manufacturer's printed instructions.
 - OSHA Safety & Health Standards 29 CFR 1910-1025 & 29 CFR 1910.268: Telecommunication Standards.
 - SSPC – Steel Structures Painting Council.

- AWWA D102-97 & C652-92 (Sterilization).
- ANSI / NSF Standard 61/600.
- Metal Ladder Manufacturer's Association – Specification for ladders and Scaffolds.
- UL Requirement for Ladders and Scaffolds.
- ANSI/AWWA D101-53 (R86), Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage
- AWWA D110-13 (R18) Wire-and Strand-Wound, Circular, Prestressed Concrete Water Tanks
- The CITY's decision shall be final as to the interpretation and/or conflict between any of the referenced specifications and standards contained herein

5.3. Technical Response

All response submissions shall be made through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/zephyrhillsfl>. Firm's response must contain the following:

- A. Table of Contents
- B. Responses to the Evaluation Criteria
- C. References
- D. Licenses
- E. Response to Scope of Work

5.4. Cover Letter

At the option of the submitting firm, a cover letter, one page maximum, may be included to serve only as a transmittal document. The optional cover letter shall not include any information to be considered for evaluation by the Selection Committee.

6. RESPONSE SUBMITTAL

Responses shall contain the information requested below, in the order shown.

6.1. Qualifications and Experience of Proposed Project Team

1. Response in detail those items address in Item 1-Scope of Work and Item 4-Response Package Criteria.

6.2. Safety

Describe your safety and site logistics plan for these projects.

6.3. Statement of why your firm should be selected

This sections provides each firm the opportunity to provide specific information that differentiates them from others in the competition.

6.4. Approach to Projects and Ability to Furnish Required Services

1. Indicate if services listed in the Scope of Work will be provided by applicant or by sub consultant/contractor. When services are to be provided by a sub consultant/contractor, include sub consultant/contractor's name and specify what services will be provided.
2. Relative to the scope of services for this project, describe the specific abilities of the firm. Describe how you plan for the services and how those plans are to be executed.
3. Include any innovative approaches to providing the services to or implementing the project.
4. Briefly describe your Quality Assurance/Quality Control Program

7. ADDITIONAL CONDITIONS

The Owner reserves the right to reject any or all Responses received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

7.1. Confidentiality of Documents

Upon receipt of a response to the Owner, the response shall become the property of the Owner without compensation to the proponent, for disposition or usage by the Owner at its discretion.

7.2. Equal Employment Opportunity

During the performance of this Contract, the Firm/Vendor agrees as follows: The Firm/Vendor/Subcontractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the work force of the firm, or procurement services in connection with these projects.

7.3. Event of Tie

In the event of a tie, if one of the businesses involved in the tie is a minority or female owned, they shall be ranked above the other firm or firms involved in the tie.

7.4. Joint Venture

The Owner does not desire to enter into "joint-venture" agreements with multiple Construction Management Firms.

7.5. Evaluation Committee

The Evaluation Committee desires to review information on the firm's major consultants/contractors. The firm is requested to name principal consultants/contractors and submit qualifications, including therein all of the information requested of the fir..

8. VENDOR REQUIREMENTS AND ACKNOWLEDGEMENTS

1. FEIN Number*

Enter FEIN Number

Enter response

*Response required

2. Are you a Parent Company?*

Please verify whether you are a Parent Company

☐ Yes

☐ No

*Response required

When equals "Yes"

2.1. Parent Company Name*

Enter Parent Company Name

Enter response

*Response required

When equals "Yes"

2.2. Former Parent Company Information, if any*

Enter Former Parent Company/Companies Names

Enter response

*Response required

3. Firm Principal Information*

Enter Name/Title/Phone Number of two Principals in the firm.

Enter response

*Response required

4. Present Office Locations and Number of Personnel*

Enter Present Office locations, City/State/Number of personnel for each

Enter response

*Response required

5. Request for Proposal Confirmation*

PROJECT IDENTIFICATION NUMBER: TBD

PROJECT NAME: PROFESSIONAL TANK MAINTENANCE SERVICE

RFQ DEADLINE: Wednesday, March 20, 2024, 10:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for qualifications is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

☐ Please confirm

*Response required

6. Will you be using subcontractors/consultants?*

- ☐ Yes
☐ No

*Response required

When equals "Yes"

6.1. Subcontractors or Subconsultants for this project.*

Please download the below documents, complete, and upload.

 [FIRM_DATA_SHEET - SUB-CONSULTANT \(1\).docx](#)

*Response required

7. Business References - Successful experience with similar projects*

Please download the below documents, complete, and upload.

 [References.docx](#)

*Response required

8. Drug Free Workplace*

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that the Firm does:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere

to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. 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.

F. 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.

☐ Please confirm

*Response required

9. Public Entity Crimes*

Please download the below document(s), complete, and upload.

 [PUBLIC ENTITY CRIMES.docx](#)

*Response required

10. Non-Collusive Affidavit*

Please download the below document(s), complete, and upload.

 [NON-COLLUSIVE AFFIDAVIT.docx](#)

*Response required

11. Statement of E-Verify Requirements Compliance*

By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such

records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

☐ Please confirm

*Response required

12. Errors and Omissions*

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

☐ Yes

☐ No

*Response required

When equals "Yes"

12.1. Explanation of Errors or Omissions Found, if any*

Enter explanation of errors or omissions found or enter N/A

Enter response

*Response required

13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions*

By clicking confirm, the prospective Vendor certifies:

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

☐ Please confirm

*Response required

14. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)*

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

☐ Please confirm

*Response required

15. AUDITS AND INSPECTIONS*

Vendors shall permit State and Federal authorized representative(s) to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project. Notification to the City's Project Manager will be made by the Vendor if such requests and access is provided.

☐ Please confirm

*Response required

16. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT*

The Contractor will comply with all requirements imposed by the CLEAN AIR ACT, codified as 42 U.S.C. 7401 et seq and the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. 1251-1387, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☐ Please confirm

*Response required

17. COPYRIGHT RESTRICTIONS*

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

☐ Please confirm

*Response required

18. DEPT NOT OBLIGATED TO THIRD PARTIES*

The City, State and/or Federal agency shall not be obligated or liable hereunder to any party other than the agency in regards to this Project.

☐ Please confirm

*Response required

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY*

DBE Policy: It is the policy of the Department that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 2, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this Project.

☐ Please confirm

*Response required

20. DOMESTIC PREFERENCES*

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase order for work or products under this award.

☐ Please confirm

*Response required

21. ENVIRONMENTAL REGULATIONS*

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

☐ Please confirm

*Response required

22. EQUAL EMPLOYMENT OPPORTUNITY*

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

☐ Please confirm

*Response required

23. DELEGATES, CONGRESS OR LEGISLATURE MEMBERS*

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

☐ Please confirm

*Response required

24. INSPECTOR GENERAL COOPERATION*

The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes for the compliance to conduct reviews and evaluations on financial; compliance, electronic data processing and performance audits of and preparation of audit reports of the findings.

☐ Please confirm

*Response required

25. RECOVERED MATERIALS PROCUREMENT*

40 CFR part 247, Section 6002 for Procurement of Recovered Materials states a non-federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal act, as amended by the Resource Conversation and Recovery Act.

☐ Please confirm

*Response required

26. PROHIBITED INTERESTS*

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

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

☐ Please confirm

*Response required

27. TELECOMMUNICATIONS EQUIPMENT OR SERVICES*

The Contractor will comply with all requirements imposed by FAR 85 FR 53126 Defense Department for the use of covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services. By confirmation of this regulation issued thereunder, and the assurance by the Contractor pursuant thereto

☐ Please confirm

*Response required

28. RIGHTS AND REMEDIES NOT WAIVED*

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

☐ Please confirm

*Response required

29. SEVERABILITY*

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

☐ Please confirm

*Response required

30. CIVIL RIGHTS ACT OF 1964*

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

☐ Please confirm

*Response required

31. CIVIL RIGHTS ACT OF 1968*

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

☐ Please confirm

*Response required

32. RFP Acceptance*

Please download the below document(s), complete, and upload.

 [ACCEPTANCE.docx](#)

*Response required

33. RFP Technical Response*

Upload your firm's response package.

*Response required

34. Addenda / Question & Responses*

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☐ Please confirm

*Response required

35. Cost Proposal Form*

Please download the below documents, complete, and upload.

 [Cost_Proposal_Form.pdf](#)

*Response required

36. Redacted Bid containing any information deemed confidential?*

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

36.1. Upload your redacted copy.*

*Response required

37. Authorized Signatory

37.1. Name and Title of Authorized Signatory*

Enter the Name and Title of the Authorized Signatory

Enter response

*Response required

37.2. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract.*

By clicking confirm the Authorized Signatory is certifying that this Response is made without prior understanding, agreement, connections with any corporation, firm or person submitting a Response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills, the Responder offers and agrees that if the Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

☐ Please confirm

*Response required

9. Attachments

No attachments were included

**EXHIBIT
B**

Engineered Tank Care Proposal for City of Zephyrhills, FL

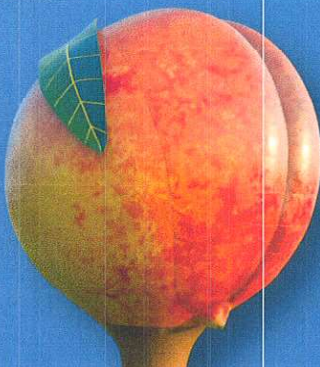
March 20, 2024





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"We have enjoyed a long standing relationship with Southern Corrosion and they have always provided us with a quality job at a fair price. I think they are the most customer oriented professional tank maintenance company we have ever dealt with. A rare find in today's world."

• Bryant Fleming •
GAFFNEY BPW, WTP SUPERINTENDENT

Southern Corrosion, Inc. was founded in 1983 with a new vision for the care and maintenance of water tanks...a vision founded in the principles of engineering, superior workmanship, and outstanding customer service.

We create customized tank maintenance programs that provide better asset management, better cash flow, and better value for tank owners throughout the Mid-Atlantic and Southeast.

ENGINEERED TANK CARE™

Our programs are designed and approved by on-staff engineers. We focus on tank life and appearance, water quality, and a level of care and attention to detail that is unequalled in our industry. When a tank enters our Engineered Tank Care program, we are fully vested in the life and future of that tank. It's all about maximizing water tank life, keeping tanks looking their absolute best, and making tank management cost-effective, simple, and worry-free.

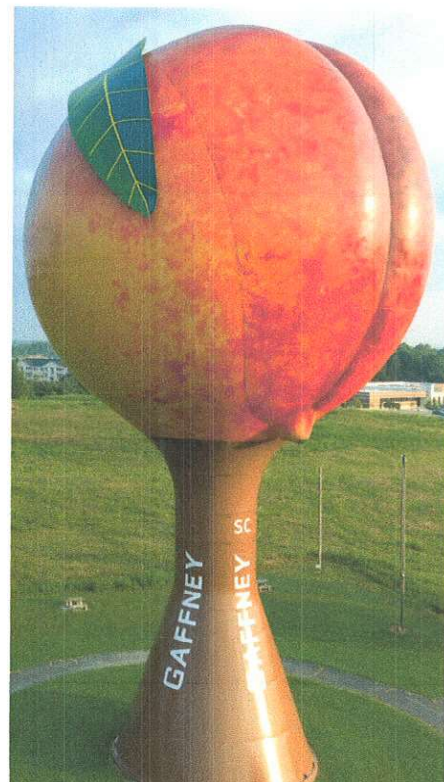
DEPENDABLE, EXPERT TANK CARE

From the initial inspection through the creation and implementation of each custom program, our customers have come to expect superior service and consistent results. We have our own, dedicated crews strategically located throughout our regions and sales representatives that live in the areas they service. We're proud to call our customers friends and neighbors.

You'll know exactly what your tank maintenance is going to cost, when maintenance will be performed, and why it is needed. We work with our customers to make sure that every aspect of their plans fit with their needs and budgets. No surprises. No hidden costs. We take pride in every tank in our program.

Our Engineered Tank Care services include:

- Painting, Restoration, and Repair
- Inspections and Washouts
- Engineered Tank Care™ Maintenance Plans
- Elite Inspections & Maintenance
- Cell Antenna Engineering Analysis





JIM SKILTON, *President*

Jim Skilton has been Southern Corrosion's President since 1989, and part of the company's management team for almost 30 years. He is a certified NACE Level 1 coatings inspector, and earned the designation of Protective Coatings Specialist from the Society for Protective Coatings (SSPC). Jim earned a Bachelor of Science in Business Administration from the University of Delaware and a Masters Degree in Business Administration from Campbell University. As part of his work, Jim teaches Engineered Tank Care™ seminars and continuing education classes.



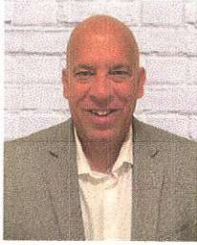
ELBERT BASOLIS, *Co-Owner*

Elbert Basolis is an expert in temporary water tank solutions and co-owner of Southern Corrosion. He is also CEO of Garrison Enterprises, a mechanical contracting company serving the water industry, an owner or active participant in at least 6 other complimentary industrial businesses, and the Co-Chairman of the Board of Yardville National Bank, NA, which was recently purchased by PNC bank. Elbert splits his time between his home in New Jersey, and his North Carolina based offices.



ED SOLTIS, *Operations Manager*

Ed Soltis is a certified NACE Level 1 coatings inspector and a SSPC C3 Supervisor for Deleading Industrial Structures. He specializes in surface preparation, painting and minor repairs. He has almost 30 years of experience in water tank maintenance, and has been Southern Corrosion's Manager of Operations since 2008.



JOHN TUCKER, Area Representative

John Tucker has been in the sales profession for over 25 years, with over 20 years spent in the construction industry. John is a New Jersey native but has transitioned to a Floridian, having lived here since 1984. He earned his Bachelor's degree from the University of North Texas in Denton, TX. John is married to a native Floridian and has raised two exceptional sons who have, like their mother, pursued their degrees at the University of Central Florida.



MICHAEL DOUGLAS, Engineer

Michael Douglas is Vice President responsible for engineering. He is a Professional Engineer licensed in Alabama, Florida, Georgia, South Carolina, North Carolina, Virginia, Maryland, Delaware, and Pennsylvania. He has extensive experience with public water supply systems and drinking water regulation. His previous work includes overseeing more than 600 water systems in 16 counties as a Regional Engineer. Michael is a North Carolina State University graduate with a Bachelor of Science degree in Civil Engineering.



DANIEL WILSON, Engineer

Daniel Wilson has over 20 years of experience in water and wastewater systems. A Professional Engineer, he previously served as CEO & Executive Director of the North Carolina Rural Water Association from 2007 to 2021. Daniel is a certified NACE Level 1 coating inspector, a Certified Association Executive, holds advanced level certifications in water and wastewater operations, and holds the national Utility Management Certification.



738 Thelma Road
Roanoke Rapids, NC 27870
P: 800-828-0876 | F: 252-535-3215
SCI@TANKCARE.NET
TANKCARE.NET



ENGINEERED TANK CARE Family Members

ALABAMA

City of Bayou La Batre, AL	3 tanks	Dan McCrory	251-293-4644
Cook Springs Water Authority	3 tanks	Chris Leonard	205-338-4220
Green Pond Water, AL	3 tanks	Clint Murphy	205-938-9367
Huntsboro, AL	1 tank	John Dozier	706-587-8336
Roanoke Utilities	3 tanks	Kevin Baldwin	334-338-0653
University of Montevallo, AL	1 tank		

DELAWARE

City of New Castle, DE	2 tanks	Jay Guyer	302-323-2330
City of Milford, DE	4 tanks	Steve Ellingsworth	302-422-1110
City of Rehoboth Beach, DE	2 tanks	Robert Downs	302-227-3194
Town of Bethany Beach, DE	2 tank	Sean Cooper	302-537-0851
Town of Georgetown, DE	2 tanks	Bobby Fletcher	302-856-6045
Town of Blades, DE	1 tank	Lisa Marks	302-629-7366
Town of Dagsboro, DE	1 tank	Cindy Brought	302-732-3777
Town of Frederica, DE	1 tank	Dustan Russum	302-335-5417
City of Harrington, DE	1 tank	Alan Moore	302-398-3530
Town of Magnolia, DE	1 tank	Scott Fowler	302-335-5891
Town of Middletown, DE	2 tanks	Morris Deputy	302-378-9120
Town of Selbyville, DE	2 tanks	Stacey Long	302-436-8314
Delaware State Fair, DE	1 tank	George Scuse Jr.	302-398-7008

FLORIDA

City of Chiefland, FL	6 tanks	Shane Keene	352-493-6711
City of Homestead, FL	3 tanks	René Martinez	305-224-4786

"I wanted to take a few minutes to let you know the City of Milford and myself appreciate your kindness and quality of work you do for Southern Corrosion. Dealing with 4 Water Towers in a City our size is a huge undertaking. Thanks for checking in with us and also the help on maintenance and yearly contract agreement. You have always been available to respond to some of my crazy calls on lighting and find switches I didn't even know about."

• Steve Ellingsworth •

SUPERVISOR WATER AND WASTEWATER • CITY OF MILFORD, DE



Town of Highland Beach, FL	2 tanks	Sergio Gonzalez, Jr.	561-283-2764
City of Longwood, FL	4 tanks	Andrew Marsian	407-263-2378
City of Monticello, FL	3 tanks	Steve Wingate	850-342-0293
City of Wauchula, FL	2 tanks	Andy Maddox	863-781-1976
Fantasy of Flight – Polk City, FL	1 tank	Sara Jo Smith	863-287-4724
FL Institute of Neurologic Rehabilitation, FL	3 tanks	Tim Bryant	863-781-0381
Indian River Estates, Inc	1 tank	Elizabeth Jewell	863-692-1433
Jefferson Communities Water	2 tanks	Julie Conley	850-519-7099
Midway Water, Gulf Breeze, FL	4 tanks	Greg DeLapp	850-932-5188
Town of Bowling Green, FL	2 tanks	Jerry Conerly	863-375-2255
Town of Havana, FL	2 tanks	Howard McKinnon	850-539-2820
Farm Hill Utilities, Cantonment, FL	3 tanks	Shawn Condon	850-554-5022
City of Dade City, FL	3 tanks	Johnnell Kemp	813-714-6515
Town of Dundee, FL	2 tanks	Tracy Mercer	863-370-2996

GEORGIA

City of Leslie, GA	1 tank	Jessie Rees	229-874-1259
City of Lone Oak, GA	1 tank	Phillip Dow	706-637-9094
City of Riceboro, GA	3 tanks	Bill Austin	912-884-2986
City of Richmond Hill, GA	1 tank	Todd Neal	912-237-8572
City of Villa Rica, GA	4 tanks	John Bain	678-840-1210
City of Winder, GA	8 tanks	Jeff Williams	770-616-6217
Upson County, GA	2 tanks	Dwight Smith	706-647-3513

KENTUCKY

City of Burkesville, KY	3 tanks	Joe Appleby	270-864-5391
Mountain Water District, Pikeville, KY	39 tanks	Roy Sawyers	606-631-9162

MARYLAND

Benedictine School, MD	1 tank	Scott Evans	410-634-2112
Cambridge Municipal Utilities Commission, MD	6 tanks	Ed Bramble	410-228-5440
City of Aberdeen, MD	6 tanks	Curtis Ball	410-272-2650
City of Brunswick, MD	2 tanks	Matt Campbell	301-834-7500
City of Taneytown, MD	2 tanks	Kevin Smeak	410-751-1100
Cross Pointe Church, Salisbury, MD	1 tank	David Hooper	443-614-4384
Town of Hancock, MD	3 tanks	Carlton Parry	240-707-7963
Harford County, MD	15 tanks	Larry Slattery	410-638-3000



"Southern Corrosion inspected our Elevated & Ground Storage Tanks inside & out & gave thorough, detailed inspection results. They moved quickly to schedule appointments for repairs & acted upon them in a Very Timely matter!!!"

• Eddie Jefferson •
CITY OF HOLLY SPRINGS, MS

Potomac Heights, MD	1 tank	Stephanie Moody	301-681-2399
Scientist Cliffs Assoc., MD	1 tank	Steve Dean	410-586-0602
Sherwood Forest Water, MD	1 tank	Dominic Loane	410-841-6300
Somerset County Sanitary District	3 tanks	Earl Ludy	410-651-0268 x 3502
Tidewater Direct LLC	2 tanks	Geoffrey Eisenberg	443-854-4294
Town of Berlin, MD	2 tanks	Jamey Latchum	410-641-3845
Town of Betterton, MD	1 tank	Tom Mogle	410-348-5522
Town of Centreville, MD	3 tanks	Clifford Matthews Jr.	410-758-1180
City of Cumberland, MD	7 tanks	Robert Smith	301-759-6601
Town of Delmar, MD	2 tanks	Sophia Oberton	302-846-3696
Town of Denton, MD	4 tanks	Mark Chandler	410-479-5446
Town of East New Market, MD	1 tank	Michelle Jackson	410-943-8112
Town of Federalsburg, MD	2 tanks	Larry DiRe	410-754-8173
Town of Galena, MD	2 tanks	Warren Walters	410-648-5151
Town of Hebron, MD	1 tank	Melinda Stafford	410-742-555
Town of Hurlock, MD	1 tank	Eric Barnhart	410-943-4181
Town of Keedysville, MD	1 tank	Lisa Reiner	301-432-5795
Town of La Plata, MD	3 tanks	Bobby Stahl	301-934-8421
Town of Middletown, MD	1 tank	Bruce Carbaugh	301-371-6171 x 107
Town of Preston, MD	1 tank	Amber Korell	410-673-7929
Town of Ridgley, MD	1 tank	David Crist	410-634-2177
Town of Rock Hall, MD	2 tanks	Bob Resele	410-639-7611
Town of Secretary, MD	1 tank	BJ Gullion, III	443-786-4050
Town of Sharptown, MD	1 tank	Doug Gosnell	410-883-3767
Town of Thurmont, MD	1 tank	Harold Lawson	240-674-0086
Town of Trappe, MD	1 tank	Steve Callahan	410-443-0087
Town of Vienna, MD	1 tank	Cindy McFarlane	410-376-3442
Town of Walkersville	3 tanks	Joseph Birch	301-845-4500
Town of Williamsport, MD	1 tank	Chad Rooney	301-223-7711
Town of Willards, MD	2 tanks	Pete Merkl	410-835-8192

MISSISSIPPI

Adams County, MS	10 tanks	Ken Herring	601-446-6616
Algoma Water Assoc., MS	4 tanks	Ricky Jagers	662-419-1105
Alpine Water Association, MS	1 tank	Teresa O'Callaghan	662-869-2049



City of Batesville, MS	4 tanks	Newt Benson	662-563-4576
City of Brandon	5 tanks	Randy Moorhead	601-383-2769
City of Ecru, MS	3 tanks	Gable Todd	662-489-3881
City of Eupora, MS	6 tanks	Odie Avery	662-552-3248
City of Fulton, MS	11 tanks	Paul Walker	662-862-4929
City of Holly Springs, MS	4 tanks	Clayton Moore	662-252-9976
City of Lucedale, MS	2 tanks	Kevin Cochran	601-508-9619
City of Magee, MS	4 tanks	Dale Berry	601-849-3344
City of Okolona, MS	3 tanks	Harold Jolly	662-447-5761
City of Olive Branch, MS	17 tanks	Scott Phillips	662-892-9200
City of Purvis, MS	2 tanks	Catherine Kemp	601-794-2472
City of Ripley, MS	7 tanks	Ricky Martin	662-587-1058
City of Sherman, MS	1 tank	Clint Long	662-871-2521
City of Verona, MS	2 tanks	Bobby Williams	662-566-2211
East Pike Water Assoc., MS	2 tanks	Jeff Brown	601-810-0169
East Pontotoc Water Association, MS	3 tanks	Pistol Russell	662-489-9638
Friendship Community Water, MS	2 tanks	Jeff Brown	601-810-0169
Improve Water Association, MS	2 tanks	Tony Thomas	601-303-2156
Jayess Topeka Tilton Water, MS	4 tanks	Anthony Guy	601-810-7002
Keownville Rural Water Assoc	2 tanks	Dan Richey	662-316-6626
Lexie Water Association, MS	5 tanks	Cathy Mitchell	601-814-0998
Magee's Creek Water,	8 tanks	Travis Marbury	601-303-7067
Stone Utility Association	4 tanks	Heather Lazana	601-716-5590
Sanders Water Association, MS	3 tanks	Bruce Jenkins	662-234-6859
Town of Centreville	2 tanks	David Walker	601-810-9428
Town of Mize, MS	2 tanks	Pam Holder	601-733-2221
Town of Mount Olive, MS	2 tanks	Cliff Kelly	601-797-3496
Town of Nettleton, MS	3 tanks	Randy Parchman	662-871-2300
Town of Plantersville, MS	2 tanks	Terry Roberts	662-321-3775

NORTH CAROLINA

Beaufort County, NC	16 tanks	Christina Smith	252-327-9627
Bell Arthur Water Corp, NC	5 Tanks	Ed House	252-752-6252
Bertie County, NC	10 tanks	Ricky Spivey	252-794-4427
Bladen County, NC	9 tanks	Alan Edge	910-862-6996
Brunswick County, NC	12 tanks	Bob Tweedy	910-253-2657 x 2680
Camden County, NC	2 tanks	David Cradle	252-207-6874
Carteret County, NC	3 tanks	Tony Cahoon	252-728-6592
Chowan County, NC	7 tanks	David Tawes	252-482-7477
City of Clinton, NC	8 tanks	Travis Anderson	910-592-1961 or 910-214-5437
City of Elizabeth City, NC	3 tanks	Amanda Boone	252-337-6628
City of Graham, NC	1 tank	Tanya	336-266-6458



City of Henderson, NC	3 tanks	Frank Frazier	252-431-6026
City of Lenoir, NC	9 tanks	Radford Thomas	828-757-2219
City of Mocksville, NC	3 tanks	Jeff Bean	336-751-2635
City of Mount Airy, NC	5 tanks	Martin Semones	336-786-3595
City of Rocky Mount, NC	12 tanks	Jonathan Boone	252-972-1299
City of Southport, NC	1 tank	David Fox	910-457-7936
Energy United Water, NC	5 tanks	Rod Watts	704-585-6518
Fairway Ridge Water Association, NC	1 tank	Phillip Shepherd	336-877-4716
Gates County, NC	3 tanks	Timothy Wilson	252-357-1240
Halifax County, NC	11 tanks	Greg Griffin	252-583-1451
Hertford County, NC	5 tanks	Gilbert Stethen	252-358-7867 or 252-395-1418
Jones County, NC	7 tanks	Garreth Harvel	252-571-1625
Kerr Lake Regional Water, NC	1 tank	Christy Lipscomb	252-438-2141
Martin County, NC	4 tanks	Ed Warren	252-799-7310
Mill Springs POA – Franklin, NC	6 tanks	Henry Griffin	478-396-2542
Nash County, NC	5 tanks	Derek Hawkes	252-462-2613
Northampton Co, NC	15 tanks	Kirk Rogers	252-534-6341
Ocracoke Sanitary District, NC	1 tank	Scott Brady	252-92-0321
Pasquotank County, NC	12 tanks	Charles Tipton	252-331-9028
Perquimans County, NC	11 tanks	Nick Lollies	252-426-8484
Piedmont Triad Water, NC	4 tanks	Gregory Flory	336-498-5510
Richmond County, NC	9 tanks	Jerry Austin Jr	910-997-8338
Roanoke Rapids Sanitary District, NC	4 tanks	Dan Brown	252-537-9137
Robeson County, NC	21 tanks	Myron Neville	910-671-3488
Sampson County Public Works, NC	4 tanks	Mark Turlington	910-990-7944
South Mills Water Association, NC	4 tanks		252-771-5620
Southern Wayne Sanitary District, NC	4 tanks	Cliffy Newby	919-731-2520
Stokes County Schools, NC	7 tanks	Ricky Goins	336-591-4282
Stokes Regional Water Corp	2 tanks	Ray Baldree	252-752-6252
Town of Ahoskie, NC	3 tanks	Steve Lassiter	252-287-7077



"We've been Southern Corrosion customers for many years. They do a wonderful job of maintaining our water tanks and respond instantly if there's an emergency."

• Macon Robertson •
WARREN COUNTY, NC



Town of Atlantic Beach, NC	2 tanks	Marc Shulze	252-726-1366
Town of Aulander, NC	1 tank	Johnna Browne	252-345-3541
Town of Aurora, NC	1 tank	Terry Groome	252-322-5208
Town of Bailey, NC	2 tanks	Joel Killion	252-235-4977
Town of Beaufort, NC	2 tanks	Wade Keeler	252-728-2130
Town of Beech Mountain, NC	10 tanks	Robert Pudney	828-387-4236
Town of Belhaven, NC	2 tanks	Sonny Graham	252-945-3787
Town of Beulaville, NC	1 tank	Lori Williams	910-298-4647
Town of Broadway, NC	1 tank	John Godfrey	919-258-9922
Town of Bryson City, NC	5 tanks	Tom Shook	828-488-3335
Town of Cameron, NC	1 tank	Davis Reynolds	910-245-3212
Town of Chocowinity, NC	3 tanks	Kevin Brickhouse	252-946-9568
Town of Cofield, NC	1 tank	Steve Lassiter	252-287-7637
Town of Columbia, NC	1 tank	Rhett White	252-796-2781
Town of Elm City, NC	1 tank	Dina Owens	252-236-4917
Town of East Arcadia, NC	1 tank	Lenard Hall	910-655-4388
			Cell 622-6932
Town of Edenton, NC	2 tanks	Roy Alons	252-482-4111
Town of Enfield, NC	2 tanks	Mike Powell	252-578-1537
Town of Fair Bluff, NC	2 tanks	Al Leonard	910-653-3458
Town of Fairmont, NC	2 tanks	Ronnie Seals	910-628-0064
Town of Falcon, NC	1 tank	Clifton Turpin, Jr.	910-980-1355
Town of Fremont, NC	1 tank	Tim Howle	919-242-4173
Town of Green Level, NC	1 tank	Daniel Gerald	336-578-3443
Town of Greenevers, NC	1 tank	Emma Brinson	910-289-3078
Town of Harkers Island, NC	1 tank	James Nelson	252-723-3118
Town of Harrellsville, NC	1 tank	Dina White	252-356-4499
Town of Hertford, NC	2 tanks	Dawn Bell	252-333-2783
Town of Hillsborough, NC	5 tanks	Ken Keel	919-732-1270 x 75
Town of Hobgood, NC	2 tanks	Thomas Ellis	252-578-1733
Town of Hookerton, NC	1 tank	Bobby Taylor	252-747-2201
Town of Jackson, NC	1 tank	Jason Morris	252-534-3811
Town of Jamesville, NC	1 tank	Kimberly Cockrell	252-792-5006
Town of Kill Devil Hills, NC	1 tank	Derek Dail	252-480-4085
Town of Kure Beach, NC	2 tanks	Sonny Becker	910-458-8216
Town of Lake Lure, NC	1 tank	Tony Hennessee	828-625-9983
Town of Laurel Park, NC	8 tanks	Andrew Griffin	828-693-4840
Town of Leland, NC	1 tank	Jimmy Strickland	910-332-4651
Town of Liberty, NC	3 tanks	Chris Taylor	336-622-4276
Town of Littleton, NC	1 tank	Wanda Clark	252-586-2709;
Town of Marshville, NC	1 tank	Bivens Steel	704-624-2515
Town of Maysville, NC	1 tank	Edward Waltz	910-743-4441
Town of Middlesex, NC	2 tank	Luther Lewis	252-235-5761
Town of Mount Olive, NC	4 tanks	Deems Blanton	919-738-1025
Town of Murfreesboro, NC	2 tanks	Teresa Duke	252-398-4888
			Extn 242

"As the mayor of a small town, the budget is always tight. Unplanned water tank related expenses can break a budget. Southern Corrosion's maintenance program has allowed us to plan and budget for the care of our water tank. The service is affordable and now we don't worry about our water tank."

• Ed Furtick •

MAYOR THE TOWN OF SPRINGFIELD, SC

Town of Norlina, NC	1 tank	Blaine Reese	252-456-3325
Town of Norwood, NC	3 tanks	John Mullis	704-690-1074
Town of Oak Island, NC	4 tanks	David Kelly	910-278-5011
Town of Ocean Isle Beach, NC	2 tanks	Debbie Sutton	910-579-3469
Town of Old Fort, NC	4 tanks	Tony Webb	828-668-4244
Town of Ossipee	1 tank	Richard Overman	336-584-4258
Town of Pine Knoll Shores, NC	2 tanks	Ernie Randolph	252-247-4353
Town of Powellsville, NC	1 tank	James Peele	252-332-5933
Town of Red Springs, NC	3 tanks	James Bennett	910-843-5241
Town of Robersonville, NC	2 tanks	Chris Roberson	252-508-0311
Town of Rose Hill, NC	2 tanks	John Bauer	910-289-3159
Town of Salemburg, NC	1 tank	Joseph Warren	910-525-5650
Town of Saratoga, NC	1 tank	Tommy Hawkins	252-238-3487
Town of Seaboard, NC	1 tank	Joe Barnes	252-589-5061
Town of Selma, NC	4 tanks	Alex Fuller	919-965-2244
Town of Sharpsburg, NC	2 tanks	Brian Sullivan	252-908-3612
Town of Smithfield, NC	4 tanks	Kenneth Griffin	919-934-2798
Town of Snow Hill, NC	2 tanks	Dana Hill	252-747-3414
Town of Spring Hope, NC	2 tanks	Andrew Delonno	252-478-5186
Town of Stantonsburg	1 tank	Brian Hawley	252-238-3608
Town of Tabor City, NC	2 tanks	Al Leonard	910-653-3458
Town of Taylorsville, NC	2 tanks	David Odom	828-632-2218
Town of Turkey, NC	1 tank	Sarah White	910-592-7273
Town of Wadesboro, NC	1 tank	Hugh James	704-694-5171
Town of Warrenton, NC	3 tanks	Bill Perkinson	252-257-3315
Town of Warsaw, NC	2 tanks	Shawn Condon	910-293-7814
Town of Weldon, NC	2 tanks	Jeff Elks	252-536-3478
Town of White Lake, NC	2 tanks	Sean Martin	910-862-4800
Town of Williamston, NC	5 tanks	Kerry Spivey	252-792-1024
Town of Windsor, NC	1 tank	Matt Wilson	252-794-3121
Town of Wingate, NC	1 tank	Dryw Blanchard	704-233-4411
Town of Winton, NC	1 tank	Carl Pierce	252-358-9271
Trimont Mountain Estates	3 tanks	Preston Hayes	828-421-2775
Union Utilities, NC	1 tank	James Cannette	252-358-1447
Vance County, NC	2 tanks	Heather Adams	252-236-5710
Warren County, NC	9 tanks	Macon Robertson	252-257-1854
Wayne County	16 tanks	Joey Threewitts	919-731-2310



Sanitary Districts, NC			
West Carteret Water Corp, NC	7 tanks	Lisa Smith-Perri	252-393-1515

PENNSYLVANIA

Ashland Area Municipal Auth., PA	1 tank	Doug Weist	570-624-4277
Borough of Littlestown, PA	2 tanks	Chuck Kellar	717-359-5101 x 32
Borough of Perkasie, PA	1 tank	Nicholas Fretz	215-257-3654
Borough of Ridgway, PA	1 tank	Michael Handley	814-776-1125
Borough of Saxton, PA	1 tank	Jamie Foster	814-635-2363
Downington Municipal Water Authority, PA	2 tanks	Denny King	610-269-5362
Falls Township, PA	4 tanks	Tim Hartman	215-946-6062 x 104
Franklintown Water Authority, PA	1 tank	Pam Errington	717-432-4047
Hampton Shaler Water Auth	9 tanks	April Winklmann	412-486-4867
Harrison Township, PA	4 tank	Nicholas Colledge	724-226-2500
Hemlock Farms Community Assoc, PA	2 tanks	Ray Broschart	570-775-7559
Lake Wallenpaupack Estates	2 tanks	John Carney	570-689-4721
Myerstown Water Authority, PA	2 tanks	Chris Strause	717-866-9301
Ridgway Township Municipal Auth.	2 tanks	Carl Gosnell	814-590-0900
Salisbury Township, PA	2 tanks	Frank DiMatteo	610-797-4000

SOUTH CAROLINA

Breezy Hill Water & Sewer	12 tanks	Jeff Lowe	803-655-6455
Brown's Creek Water Assoc., SC	2 tanks	Jimmy Teaster	864-545-2350
City of Bamberg, SC	4 tanks	Gene Searson	803-245-5128
City of Columbia, SC	25 tanks	Trey Varn	803-781-2181
City of Folly Beach, SC	2 tanks	Kevin Whitsett	843-754-8223
City of Gaffney, SC	4 tanks	Donnie Hardin	864-487-8510
City of Goose Creek, SC	3 tanks	Mandy Neumann	843-824-2200
City of Hartsville, SC	5 tanks	Daniel Moore	843-383-3015
City of Lancaster, SC	3 tanks	Jerry Crockett	803-285-9431
City of Liberty, SC	2 tanks	Olen Hamlin	864-843-3177
City of North Myrtle Beach, SC	7 tanks	Kevin Blayton	843-280-5538
City of Tega Cay, SC	2 tanks	Phillip Jolley	803-548-3514
City of Walterboro, SC	7 tanks	Wayne Crosby	843-549-2545
Daniel Morgan Water, SC	2 tanks	Sondra Vickers	864-461-2235
Deweese Utility Corp (SC)	2 tanks	Vicki Marsisi	843-568-3992
Easley-Central Water District, SC	3 tanks	Joe Bracken	864-639-2883
Gilbert-Summit Water (SC)	4 tanks	Marty Gassaro	803-892-5544
Hilton Head PSD 1	9 tanks	Bill Davis	843-305-0639



Lakewood Camping Resort Myrtle Beach, SC	3 tanks	Kevin Strickland	843-685-4222
Macedonia Water Works, SC	1 tank	Donnie Harden	864-488-8800
Marlboro Water Company, SC	3 tanks	Bobby Brock	843-479-8988
Montmorenci-Couchton Water District, SC	3 tanks	Jeremy Randall	803-648-9920
New Ellenton CPW, SC	2 tanks	Harold Craig	803-652-2862
South Island PSD (Hilton Head, SC)	3 tanks	Eddie Nettles	843-842-2233
Southside Rural Water, SC	2 tanks	Brad Owen	864-843-3440
Town of Central, SC	1 tank	Adam Manley	864-639-6381
Town of Jackson, SC	3 tanks	Donnie Cooper	803-295-1282
Town of Langley, SC	1 tank	Calvin Smith	803-593-3404
Town of Lockhart, SC	1 tank	Hugh Gregory	864-251-4000
Town of North, SC	1 tank	Patricia Carson	803-247-2101
Town of Ridgeville, SC	1 tank	Kerri Fulmer	843-873-3286
Town of St. George, SC	3 tanks	Dion Straub	843-560-2972
Town of Salem, SC	2 tanks	Ryan Hardin	864-944-2819
Town of Salley, SC	1 tank	Bob Salley	803-258-3485
Town of Sharon, SC	1 tank	Tina Davis	803-927-1927
Town of Springfield, SC	1 tank	Ed Furtick	803-258-3152
Valley Public Service Authority, SC	7 tanks	Calvin Smith	803-593-2053
West Anderson Water District, SC	2 tanks	John Lollis	864-225-5741
City of York, SC	3 tanks	Ben Wright	803-684-2341

TENNESSEE

Crab Orchard Utility District, TN	9 tanks	Everett Bolin	931-484-6987
Town of Spencer, TN	3 tanks	Tim Conely	931-235-7758
Town of Spring City, TN	2 tanks	Woody Evans	423-365-6441

VIRGINIA

Amelia County, VA	1 tank	Daryl Gough	804-561-4565
Amherst County, VA	1 tank	Robert Hopkins	434-845-1605
Americamps – Bracey, VA	1 tank	Scott Hazelton	434-636-2668
Brunswick County, VA	1 tank	Joan Moore	434-848-0248
Buckland Water & Sewer Auth., Warrenton, VA	3 tanks	Nova Martin	540-428-5384
City of Danville, VA	10 tanks	Alan Johnson	434-799-6473
City of Emporia, VA	5 tanks	Melvin Prince	434-594-4067
County of Goochland, VA	4 tanks	Matt Longshore	80-556-5839
County of Isle of Wight, VA	4 tanks	Don Jennings	757-365-1650



County of Louisa, VA	9 tanks	Pam Baughman	540-967-1122
Cumberland County, VA	2 tanks	Brian Saxton	804-492-3578
Dickenson County, VA	9 tanks	Ron Phillips	276-835-1580
Dinwiddie County, VA	7 tanks	Edward Pearson	804-861-0998
Goochland County, VA	3 tanks	Matt Longshore	804-556-5869
Halifax County, VA	7 tanks	Mark Estes	434-575-4240
Hampden-Sydney College, VA	6 tanks	David Giles	434-223-6276
James Madison's Montpelier, VA	2 tanks	Bill Bichell	540-672-2728 x 322
King George County, VA	4 tanks	Jonathan Weakley	540-775-2746
Mecklenburg County, VA	1 tank	Wayne Carter	434-738-6191
Northampton County, VA	1 tank	Chris Thomas	757-678-0414
Roanoke River Service Auth., VA	12 tanks	Paul Malone	434-689-7771
Shrine Mont, Inc, VA	1 tank	Kevin Moomaw	540-856-2141
Southwest Virginia Regional Jail, VA	1 tank,	Jason Tuggle	276-739-3520 x 1018
Stoney Creek Sanitary District, VA	3 tanks	Patrick Felling	540-459-7491
River Ridge Assoc., VA	1 tank	Cheryl Lilly	434-636-5492
Town of Big Stone Gap	12 tanks	Stephen Lawson	276-523-0115
Town of Bowling Green, VA	4 tanks	Brock Taylor	804-994-4054
Town of Boydton, VA	1 tank	Rennie Parks	434-738-6021
Town of Burkeville, VA	2 tanks	Harold Wagstaff	434-767-4095
Town of Chase City, VA	2 tanks	Jim Wilson	434-917-0052
Town of Clarksville, VA	2 tanks	Richard Elliott	434-374-0169
Town of Crewe, VA	2 tanks	Brian Thrower	434-594-5528
Town of Exmore, VA	1 tank	Robert Duer	757-442-3114
Town of Farmville, VA	5 tanks	Bill Caldwell	434-392-3331
Town of Grottoes, VA	2 tanks	Nathan Garrison	540-249-5896
Town of Hamilton, VA	3 tanks	Earl Dubin	540-338-2811
Town of Kenbridge, VA	2 tanks	Tony Matthews	434-480-9032
Town of Keysville, VA	1 tank	Steven Morris	434-736-9551
Town of LaCrosse, VA	1 tank	Tom Tanner	434-757-7366
Town of Lawrenceville, VA	5 tanks	Daniel Finz	434-848-2414
Town of Lebanon, VA	4 tanks	Drew Shortt	276-889-7205
Town of Luray, VA	4 tanks	Joseph Haddock	540-244-7166
Town of McKenney, VA	1 tank	Nathan Ruppert	804-478-4621
			804-691-6411
Town of Pennington Gap, VA	2 tanks	Brian Skidmore	276-546-1177
Town of Phenix, VA	1 tank	Franklin Dodd	434-542-4123
Town of Rocky Mount, VA	5 tanks	Kevin Adkins	540-483-5747
Town of South Hill, VA	3 tanks	CJ Dean	434-447-3191
Town of Wakefield, VA	1 tank	Jim Price	757-899-2361
Town of Victoria, VA	2 tanks	Rodney Newton	434-447-9715
Toms Brook Sanitary District, VA	2 tanks	Patrick Felling	540-459-7491
Woodberry Forest School, VA	3 tanks	Gene Lewis	540-672-6053



SOUTHERN CORROSION Testimonials

"As a small utility, we are constantly looking for ways to cut costs without compromising compliance or the services we offer our customers...Southern Corrosion demonstrated exceptional customer service, responded quickly, scheduled the repairs at a time convenient to us and delivered on their promise. We are excited about the opportunity to work with Southern Corrosion and hope the relationship lasts for years to come!"

PAMELA BAUGHAM, *General Manager*
Louisa County Water Authority in Louisa, VA

"We are incredibly pleased with the service we receive. Southern Corrosion keeps our water tanks in tip-top condition."

TRAVIS MARBURY
Magee's Creek Water Association in Tylertown, MS

"The customer service has been second to none, the quality of work received has been top notch, and they have always made sure that our needs have been met and our tanks maintained to their best shape... I look forward to continuing as a satisfied customer for many years to come."

JEREMY RANDALL, *General Manager*
Montmorenci-Couchton Water & Sewer District Inc. in Aiken, SC

"They know what they are doing, and you can't get a better value for your dollar."

STEVE HAMILTON
Wayne County Sanitary Districts in Goldsboro, NC

"Small municipalities, like ours, need help keeping our water storage tanks maintained, fully operational and compliant. Southern Corrosion has provided the Town of Ridgely, Maryland with excellent service and guidance that is helping to maximize the life of our water tank. We highly recommend Southern Corrosion for all of your water tank needs."

DAVID CRIST, *Director of Public Works*
Ridgely, MD



SOUTHERN CORROSION Testimonials

"Southern Corrosion has been maintaining our tanks for over ten years now. I have been very impressed by the crews performing our washouts and coating system. Those guys work very efficiently and go the extra mile from others I have worked with. They maintain a good-looking jobsite during the process of applying the interior or exterior coating system. They are always conducting themselves in a professional manner and communicate their progress to our designated contact person. Always great to work with. Recommend them highly."

ALAN JOHNSON, *Division Director of Water & Wastewater Treatment*
Danville, VA

"We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company's suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve."

CINDY MCFARLANE
Town of Vienna, MD

"We've been Southern Corrosion customers for many years. They do a wonderful job of maintaining our water tanks and respond instantly if there's an emergency."

MACON ROBERTSON
Warren County, NC

"I would recommend Southern Corrosion for anybody's water tank maintenance needs."

PATRICK MCBRAYER
Ecru, MS

"Southern Corrosion has been doing tank maintenance for the Benedictine School for years. Their professional commitment and quality of their workmanship are outstanding. Great Company."

CARLTON PIPPIN, *Facilities Manager, Maintenance*
Benedictin in Ridgely, MD

"The service provided by Southern Corrosion has been professional and valuable to the Authority... Southern Corrosion has made keeping our tanks safe, secure, and in compliance with regulations an easy process."

JOHN RYBA, *Operations Manager*
Township of Falls Authority in Fairless Hills, PA



SOUTHERN CORROSION Testimonials

"Iron and manganese continue to be a maintenance item for our community water system as it is for many systems in eastern North Carolina. Residents and visitors alike want water that tastes good, smells good, and looks good, but we both know what can happen if our tanks are not properly maintained like our treatment facilities and distribution systems...We appreciate the work you do and the services you provide. Your kind of work isn't for everyone...However, we are fans of yours and simply want to be sure it is acknowledged."

DAVID M. TAWES, *Director*

Chowan County Water Department in Edenton, NC

"I'm always very satisfied with their work."

WILL TEASTER

Brown's Creek Water Association in Union, SC

"We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company's suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve. We have developed a good rapport with Southern Corrosion, Inc. over the last five years."

EDUARDO GONZALES, *Assistant Director Public Works & Engineering*

Homestead, FL

"...Also to let you know, your work on our water tower has even impressed the town citizens on how neatly and professionally your work has been and all the local people I have had the opportunity to meet through my working paths have said nothing but great things and how well your team has done. They love your work – after all, it is "their" water tower!"

STEVE CALLAHAN, *Superintendent, Water and Wastewater Treatment*

Towne of Trappe, MD



ENGINEERED TANK CARE Service

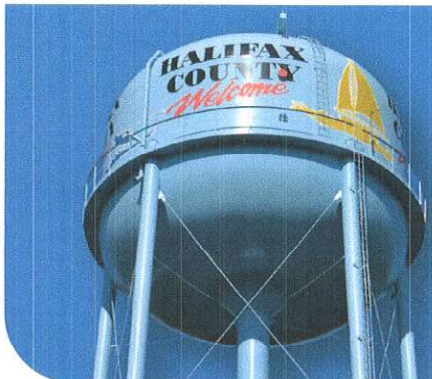
Southern Corrosion Inc.'s Engineered Tank Care Service offers comprehensive coverage for your tank maintenance needs. The purpose of the service is to extend the life of your tank(s) and their existing coatings for as long as possible. The service includes corrosion protection, repairs, painting, regularly scheduled inspections, and a guaranteed emergency response time. The service does not include tasks associated with the operation of the water system, installation or repair of underground piping, any structures that are not part of the tank, any electrical work, telemetry, cutting the grass around the tank(s), or fence maintenance. The service does not include additional modifications to the tank beyond the tank's existing configuration unless included in the specifications of our proposal. The service can include maintenance on the cathodic protection system if the tank(s) is/are equipped with cathodic protection, and you request this to be included in the service.

As a part of the service, we provide a detailed schedule of exactly what services will be performed in each year. Also included is an emergency response service that will guarantee a response time to emergency situations that threaten the immediate use of the tank.

The maintenance service term is based on a mutually agreeable time duration (ie. perpetual). Annual premiums can be structured monthly, quarterly, or annually. Pick terms that best suit your needs. Also, the service can be canceled up to 60 days prior to the renewal date for the next year's service.

THE SERVICE PREMIUM QUOTE COVERS:

1. Emergency Service
2. Regularly scheduled interior washouts when applicable.
3. All interior & exterior cleaning, painting, and repairs.
4. Maintenance and upkeep of the tank.
5. Planning & budgeting for both short-term & long-term maintenance needs.



"We have been in a maintenance program with SCL since 2013 and are very pleased with their workmanship and productivity...I value the corporate stability and family values exhibited by Southern Corrosion and highly recommend their services."

• Mark Estes •

EXECUTIVE DIRECTOR • HALIFAX COUNTY SERVICE AUTHORITY
SOUTH BOSTON, VA



INSURANCE

The sample insurance certificate enclosed provides you with an example of the insurance coverage we will provide the Customer. We intend to renew our policies at the same coverage levels indicated on the sample certificate. For your further protection, we will supply you with a pollution liability insurance policy that protects you from lead contamination claims. For more than 10 years, general liability insurance policies have specifically excluded coverage for contamination claims. To insure for the liability of improper job site handling of hazardous wastes, you need this insurance. This insurance is provided at no extra cost. Our prices do not include the cost of supplying performance and payment bonds. If this is required, our bonding company is the Great American Insurance Company, of Cincinnati, Ohio. For Southern Corrosion, Inc. to provide these bonds, please add 3% to all service premiums quoted. If provided, the bonds will be renewed annually, after the cancellation period for the next year's service has expired.

VISUAL & WASHOUT INSPECTIONS

Tank(s) will be visually inspected annually. The annual visual inspections have three basic purposes. First, functional items such as the safety of ladders, the continued operation of float gauges, and the absence or damage of structural items such as sway rods, struts, etc. can continually be monitored.

Second, the coating system can be visually evaluated for the presence or absence of coating breakdown or surface holidays. This provides evidence of the rate of deterioration of the coating system, an important item in determining recoating cycles for the tank, as well as arresting any steel corrosion before it reduces the effective structural steel thickness.

Third, access can be controlled, especially unauthorized access. Graffiti, vandalism, and the presence or absence of locked hatches and ladder gates confirm the security level of the tank site.

Additionally, as scheduled, a washout inspection will be performed. A washout inspection includes draining the tank, removing all sediment and debris, and a complete visual inspection of both the interior and exterior. All findings will be documented in a bound inspection report, annotated with photographs for detailing conditions.

Any corrective maintenance needed will be added to the maintenance schedule.

CORROSION PROTECTION & PAINTING

Our maintenance service schedule will detail exactly what maintenance painting will be performed during regularly scheduled intervals.

"Southern Corrosion has supported our elevated water tower and ground water storage tank needs since 2016. They have provided tank interior / exterior refinishing and annual inspections and maintenance. We are pleased with the level of service they provide, and appreciate their honest evaluations and recommendations."

• Darren Keller •

MANAGER, FACILITIES • CURTISS-WRIGHT • CHESWICK, PA

REPAIRS

Our maintenance service schedule will detail exactly what repairs will be performed during regularly scheduled intervals.

EMERGENCY RESPONSE

Emergencies that threaten the immediate use of the tank will be responded to within the response time specified. The response referred to is for the purpose of our assessment of the emergency situation. If possible, repairs will be completed during the initial response. These emergency repairs are included in the maintenance service.

AESTHETICS

Feel free to consult with us concerning alternative exterior finish coat color schemes and logos. These items can be included in the original agreement or can be added to the service.

SAFETY

If needed, the service can include alterations necessary to bring the tank into compliance with current OSHA regulations or AWWA standards.

GRAFFITI

The service includes the coating over or removal of graffiti one time each year, if required. Removing or overcoating graffiti is not normally considered an emergency response; it is a scheduled event. If graffiti appears, we will review the security of the tank site involved, and additional measures may need to be addressed by the Owner, if it is desired to continue this protection.



FUTURE ANTENNA INSTALLATION

Many tank owners choose to defer water tank maintenance costs by leasing their tanks to cellular phone providers or other communication companies. Such additions can increase future tank maintenance costs if not designed properly. Under this contract, we will review the installation plans for any antenna installations to eliminate damage and future maintenance costs to your tank(s) and provide a post installation inspection to ensure that installation conforms to the approved installation plans.

EXISTING CONDITIONS

This service proposal is based upon the actual structural conditions found on your tanks at the time of the proposal. Any additions or changes by the Owner (i.e. Antenna installation, sign lighting, etc.) may affect the maintenance costs included in this service. We reserve the right to re-evaluate or modify this contract if such a change takes place. (Also see "Future antenna installation")

ELECTRICAL & ANTENNA TRANSMISSION HAZARDS

Our proposal is based upon the Owner deactivating, or otherwise making safe, any electrical wires or connections to any tank. OSHA requires that our personnel work at least 15 feet from any "live" electrical hazards. When applicable, we will protect any antennas and have assumed that the Town will verify that harmful microwave transmissions do not emanate from any such antennas during our work.

ACCESS TO RECORDS

Our customer records are maintained in a cloud based data system that is accessible from a desktop computer, notepad, or smartphone. The records maintained include a copy of the contract, recent inspection reports, and schedule of work. The system we use is also used by Volvo, Deloitte, the National Football League (NFL), Sony, Time Warner Cable, Sotheby's and others.

"I would like to send out a big thank you to Southern Corrosion of Roanoke Rapids, North Carolina...They did an outstanding job and I was really impressed with how fast the issue was addressed."

• Frank Davis •

ADMINISTRATOR • CAMPBELL COUNTY, VA UTILITIES



Date: March 20, 2024
Customer: Zephyrhills, FL
Tanks: 750,000 Gallon Standpipe Water Tank
1,200,000 Gallon Concrete Ground Storage Water Tank
10,000 Gallon Hydro-Pneumatic Water Tank

YEAR 1 - 2024

- ▶ **750,000 Gallon Standpipe Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **10,000 Gallon Hydro-Pneumatic Water Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 2 - 2025

- ▶ **750,000 Gallon Standpipe Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **10,000 Gallon Hydro-Pneumatic Water Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Repaint Interior:**
 - a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
 - b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
 - c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
 - d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
 - e. Sterilize interior using AWWA Disinfection Method #2, spray method.
 - f. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.



- g. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

YEAR 3 - 2026

▶ **750,000 Gallon Standpipe Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 4 - 2027

▶ **750,000 Gallon Standpipe Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply a spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply two (2) full finish coats of acrylic paint to all exterior surfaces at 1.5 to 2.5 mils dry film thickness per coat.
- e. Replace the tank sign as existing.

▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.



YEAR 5 - 2028

▶ 750,000 Gallon Standpipe Water Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interiors:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ 1,200,000 Gallon Concrete Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 10,000 Gallon Hydro-Pneumatic Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 6 - 2029

▶ 750,000 Gallon Standpipe Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 1,200,000 Gallon Concrete Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 10,000 Gallon Hydro-Pneumatic Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 7 - 2030

▶ 750,000 Gallon Standpipe Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 1,200,000 Gallon Concrete Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 10,000 Gallon Hydro-Pneumatic Water Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

YEAR 8 - 2031

▶ 750,000 Gallon Standpipe Water Tank

Visual inspection and repairs uncovered through inspection.



▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Apply two (2) full finish coats of acrylic paint to all exterior surfaces at 1.5 to 2.5 mils dry film thickness per coat.
- c. Reapply the logo on the roof as it appears.

2. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 9 - 2032

▶ **750,000 Gallon Standpipe Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 10 - 2033

▶ **750,000 Gallon Standpipe Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Interiors:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.



▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

At no time does the service include the complete abrasive blasting of the tank exteriors nor the pressure washing of any tank exteriors as a stand-alone maintenance item apart from being a surface preparation method for painting.

Exterior painting and logos are priced based on using the same color paint and logo designs. Unless specified in the scope of work any exterior color or logo change request may result in a premium increase and/or an additional one-time charge.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24-hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the entire ten years of the service is **\$52,855.00**. This amount is firm and will not be adjusted due to inflation.

THIS PRICE IS FIRM FOR 30 DAYS.

Each year represents a 12-month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12-month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.



SOUTCOR-CL

CMESSINA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2024

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 Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Meaghan Sullivan PHONE (A/C, No, Ext): (860) 633-7780 E-MAIL ADDRESS: msullivan@smithbrothersusa.com FAX (A/C, No): (860) 652-3236														
INSURED Southern Corrosion, Inc. 738 Thelma Road Roanoke Rapids, NC 27870	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Crum & Forster Specialty Insurance Co</td><td>44520</td></tr><tr><td>INSURER B : Selective Insurance Group</td><td>2429</td></tr><tr><td>INSURER C : American Interstate Insurance Company</td><td>31895</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Specialty Insurance Co	44520	INSURER B : Selective Insurance Group	2429	INSURER C : American Interstate Insurance Company	31895	INSURER D :		INSURER E :		INSURER F :	
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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 ☒ Pollution/Profession ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPK-147033	3/3/2024	3/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S 2532262	3/3/2024	3/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EFX-124815	3/3/2024	3/3/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AVWCNC3254312024	3/3/2024	3/3/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

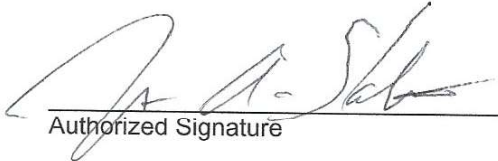
AUTHORIZED REPRESENTATIVE

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in

RFP No: 2024-02

Project Description: Professional Tank Maintenance Service

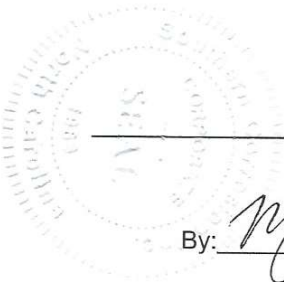

Authorized Signature

3/19/24
Date

James A Skilton
Printed Name

Southern Corrosion, Inc.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
19 day of March A.D. 2024



_____(Seal)

By: Margie E Barnes

Title: Corporate Secretary

NON-COLLUSIVE AFFIDAVIT

PROJECT NUMBER: Professional Tank Maintenance Service - 2024-002

State of Florida

County of _____

James A. Skilton, being first duly sworn, deposes and says that he/she is
President of Southern Corrosion, Inc., the party making the fore-going submittal of qualifications or bid that such
submittal (partner or officer of the Firm, etc)

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

[Signature]
Officer

Southern Corrosion, Inc (Company Name)

~~State of Florida~~ State of NC
County of Halifax

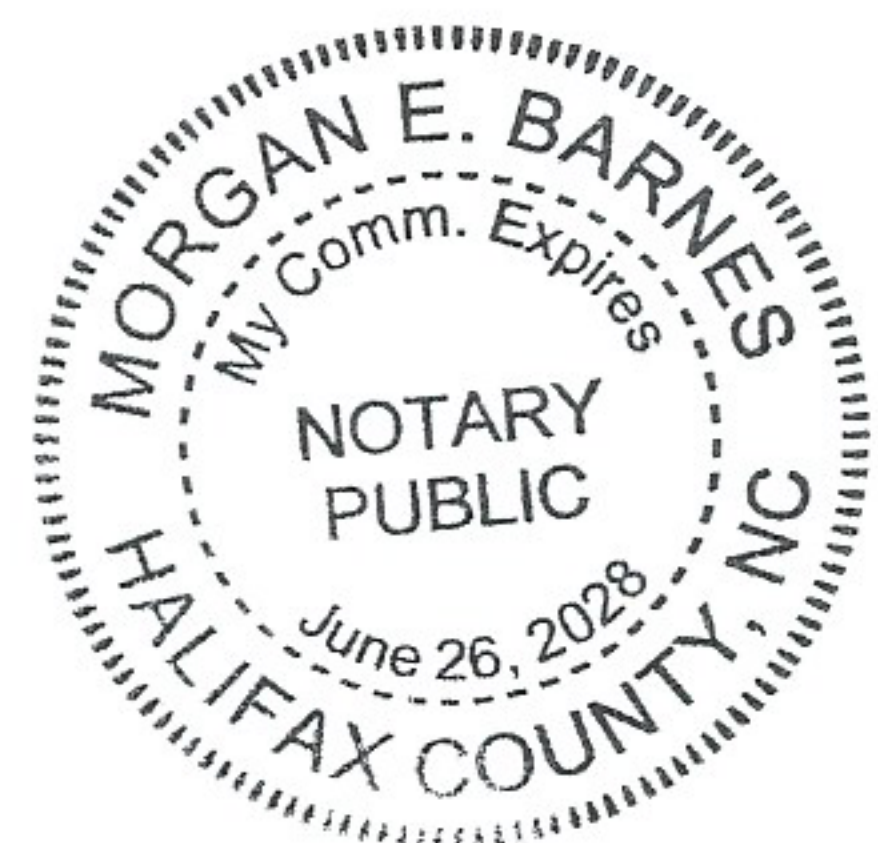
The foregoing instrument was acknowledged before me this 9th day of March
by

James A. Skilton, President (name and title of corporate officer)
of Southern Corrosion (Name of Corporation),
a North Carolina (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced N/A (Identification type)
as identification.

[Signature] (Signature line for notary public)
Morgan E Barnes (Name of notary type, printed or stamped)
Corporate Secretary (Title or rank)

My commission expires: June 26, 2028

Serial number, if any 201817900328



Southern Corrosion, Inc. Response

Pricing unsealed at Mar 20, 2024 10:00 AM



Print



Report



Vendor activity



Q D

CONTACT INFORMATION

Company	Southern Corrosion, Inc.
Email	john@tankcare.net
Contact	John Tucker
Address	738 Thelma Rd Roanoke Rapids, NC 27870
Phone	(407) 506-3236
Website	www.tankcare.net
Submission Date	Mar 20, 2024 7:13 AM

ADDENDA CONFIRMATION



Addendum #1

Confirmed Mar 18, 2024 7:05 AM by John Tucker



Addendum #2

Confirmed Mar 18, 2024 7:05 AM by John Tucker



Addendum #3

Confirmed Mar 18, 2024 7:05 AM by John Tucker



Addendum #4

Confirmed Mar 18, 2024 7:05 AM by John Tucker



Addendum #5

Confirmed Mar 18, 2024 7:05 AM by John Tucker

QUESTIONNAIRE

1. FEIN Number*

Enter FEIN Number

56-1357158

2. Are you a Parent Company?*

Please verify whether you are a Parent Company

No

3. Firm Principal Information*

☐ Pass ☐ Fail

Enter Name/Title/Phone Number of two Principals in the firm.

Jim Skilton - President - 252-532-1163

Elbert Basolis - Co-Owner - 609-774-3597

4. Present Office Locations and Number of Personnel*

☐ Pass ☐ Fail

Enter Present Office locations, City/State/Number of personnel for each

738 Thelma Rd, Roanoke Rapids, NC 27870 - 15 employees at this location

252 Silk Bay Place, Longwood, FL 32750 - 1 employee at this location

5. Request for Proposal Confirmation*

☐ Pass ☐ Fail

PROJECT IDENTIFICATION NUMBER: TBD

PROJECT NAME: PROFESSIONAL TANK MAINTENANCE SERVICE

RFQ DEADLINE: Wednesday, March 20, 2024, 10:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for qualifications is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

☒ Confirmed

6. Will you be using subcontractors/consultants?*

☐ Pass ☐ Fail

No

7. Business References - Successful experience with similar projects*

☐ Pass ☐ Fail

Please download the below documents, complete, and upload.

 References.docx

 Project_References.docx

8. Drug Free Workplace*

☐ Pass ☐ Fail

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that the Firm does:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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.
- F. 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.

☒ Confirmed

8. Drug Free Workplace*

☒ Pass ☐ Fail

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that the Firm does:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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.
- F. 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.

☒ Confirmed

9. Public Entity Crimes*

☐ Pass ☐ Fail

Please download the below document(s), complete, and upload.

 PUBLIC_ENTITY_CRIMES.docx

 Zephyrhills-Public_Entity.pdf

10. Non-Collusive Affidavit*

☐ Pass ☐ Fail

Please download the below document(s), complete, and upload.

 NON-COLLUSIVE_AFFIDAVIT.docx

 Zephyrhills-NonCo.pdf

11. Statement of E-Verify Requirements Compliance*

☐ Pass ☐ Fail

By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

☒ Confirmed

12. Errors and Omissions*

☐ Pass ☐ Fail

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

No

13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions*

☐ Pass ☐ Fail

By clicking confirm, the prospective Vendor certifies:

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

☒ Confirmed

14. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)*

☐ Pass ☐ Fail

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

☒ Confirmed

15. AUDITS AND INSPECTIONS*

☐ Pass ☐ Fail

Vendors shall permit State and Federal authorized representative(s) to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project. Notification to the City’s Project Manager will be made by the Vendor if such requests and access is provided.

☒ Confirmed

16. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT*

☐ Pass ☐ Fail

The Contractor will comply with all requirements imposed by the CLEAN AIR ACT, codified as 42 U.S.C. 7401 et seq and the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. 1251-1387, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☒ Confirmed

17. COPYRIGHT RESTRICTIONS*

☐ Pass ☐ Fail

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

☒ Confirmed

18. DEPT NOT OBLIGATED TO THIRD PARTIES*

☐ Pass ☐ Fail

The City, State and/or Federal agency shall not be obligated or liable hereunder to any party other than the agency in regards to this Project.

☒ Confirmed

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY*

☐ Pass ☐ Fail

DBE Policy: It is the policy of the Department that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 2, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this Project.

☒ Confirmed

20. DOMESTIC PREFERENCES*

☐ Pass ☐ Fail

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase order for work or products under this award.

☒ Confirmed

21. ENVIRONMENTAL REGULATIONS*

☐ Pass ☐ Fail

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

☒ Confirmed

22. EQUAL EMPLOYMENT OPPORTUNITY*

☐ Pass ☐ Fail

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

☒ Confirmed

23. DELEGATES, CONGRESS OR LEGISLATURE MEMBERS*

☐ Pass ☐ Fail

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

☒ Confirmed

24. INSPECTOR GENERAL COOPERATION*

☐ Pass ☐ Fail

The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes for the compliance to conduct reviews and evaluations on financial; compliance, electronic data processing and performance audits of and preparation of audit reports of the findings.

☒ Confirmed

25. RECOVERED MATERIALS PROCUREMENT*

☐ Pass ☐ Fail

40 CFR part 247, Section 6002 for Procurement of Recovered Materials states a non-federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal act, as amended by the Resource Conversation and Recovery Act.

☒ Confirmed

26. PROHIBITED INTERESTS*

☐ Pass ☐ Fail

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

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

☒ Confirmed

27. TELECOMMUNICATIONS EQUIPMENT OR SERVICES*

☐ Pass ☐ Fail

The Contractor will comply with all requirements imposed by FAR 85 FR 53126 Defense Department for the use of covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services. By confirmation of this regulation issued thereunder, and the assurance by the Contractor pursuant thereto

☒ Confirmed

28. RIGHTS AND REMEDIES NOT WAIVED*

☐ Pass ☐ Fail

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

☒ Confirmed

29. SEVERABILITY*☒ Pass ☐ Fail

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

☒ Confirmed**30. CIVIL RIGHTS ACT OF 1964***☒ Pass ☐ Fail

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

☒ Confirmed**31. CIVIL RIGHTS ACT OF 1968***☒ Pass ☐ Fail

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

☒ Confirmed**32. RFP Acceptance***☐ Pass ☐ Fail

Please download the below document(s), complete, and upload.

 [ACCEPTANCE.docx](#) [Zephyrhills-RFP_Acceptance.pdf](#)**33. RFP Technical Response***☐ Pass ☐ Fail

Upload your firm's response package.

 [Zephyrhills_Proposal.PDF](#)**34. Addenda / Question & Responses***☐ Pass ☐ Fail

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☒ Confirmed**35. Cost Proposal Form***☐ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Cost_Proposal_Form.pdf](#) [Zephyrhills-_Cost.pdf](#)**36. Redacted Bid containing any information deemed confidential?***☐ Pass ☐ Fail

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

No

Upload your firm's response package.

 Zephyrhills_Proposal.PDF

34. Addenda / Question & Responses*

☒ Pass ☐ Fail

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☒ Confirmed

35. Cost Proposal Form*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 Cost_Proposal_Form.pdf

 Zephyrhills-_Cost.pdf

36. Redacted Bid containing any information deemed confidential?*

☒ Pass ☐ Fail

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

No

37. Authorized Signatory

37.1. Name and Title of Authorized Signatory*

☒ Pass ☐ Fail

Enter the Name and Title of the Authorized Signatory

James A Skilton, President

37.2. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract.*

☒ Pass ☐ Fail

By clicking confirm the Authorized Signatory is certifying that this Response is made without prior understanding, agreement, connections with any corporation, firm or person submitting a Response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills, the Responder offers and agrees that if the Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

☒ Confirmed

DISQUALIFY RESPONSE

Disqualify the response when it does not meet minimum requirements and should be removed from the evaluation and selection process. Vendors will see when their response has been disqualified.

 Disqualify Response

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

PROJECT NUMBER: Professional Tank Maintenance Service - 2024-002

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

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
- by James A Skilton, President
(print individual's name and title)
- for Southern Corrosion, Inc.
(print name of entity submitting sworn statement)

whose business address is

738 Thelma Rd, Roanoke Rapids, NC 27870

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-1357158

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

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

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

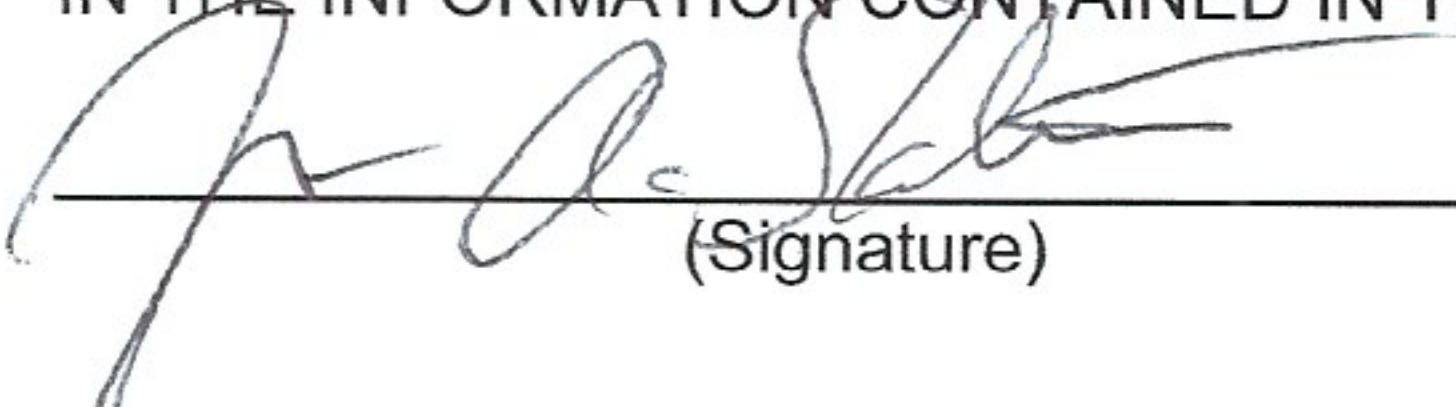
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

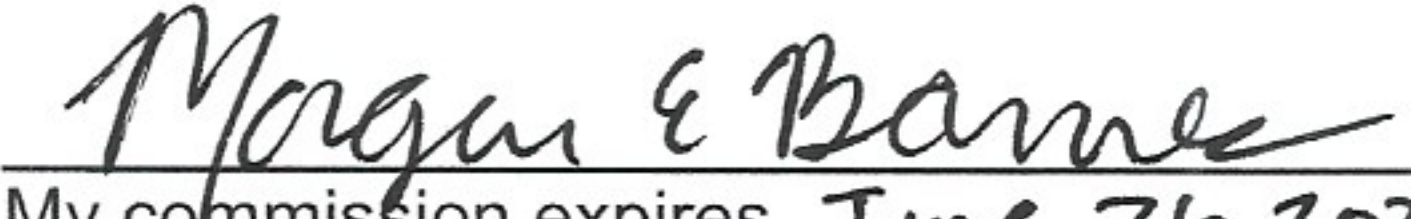
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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


(Signature)

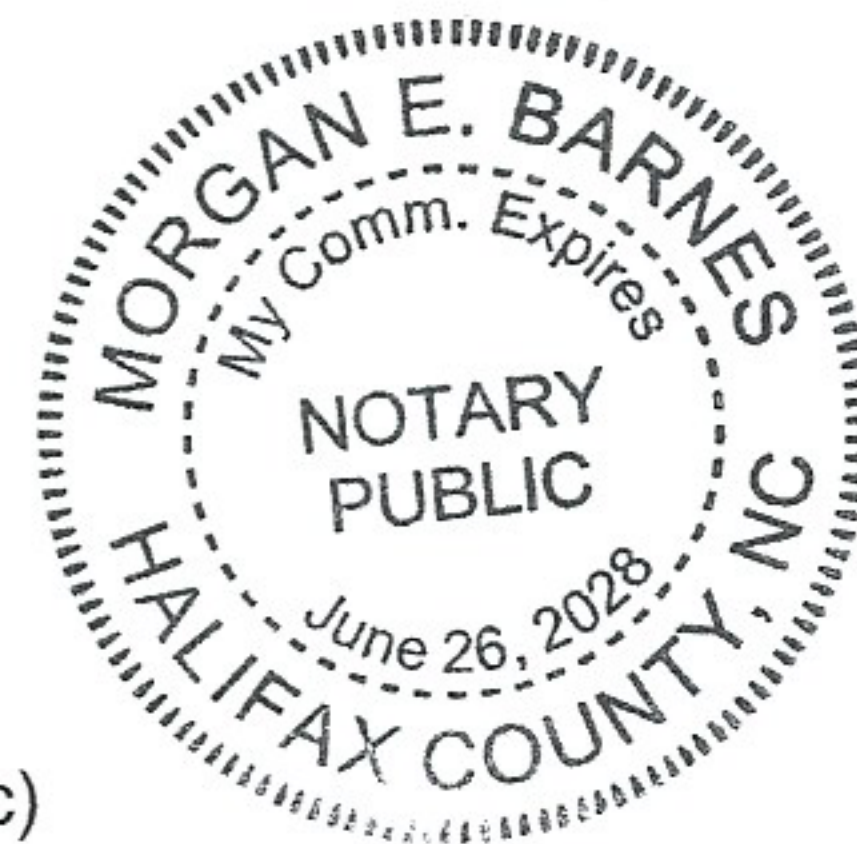
Sworn to and subscribed before me this 19th day of March, 2024

Personally known ☒

Or Produced identification _____
Notary Public – State of NC


My commission expires June 26, 2028
(Type of Identification)

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



Engineered Tank Care Proposal for City of Zephyrhills, FL

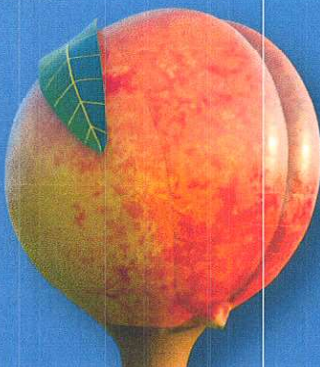
March 20, 2024





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"We have enjoyed a long standing relationship with Southern Corrosion and they have always provided us with a quality job at a fair price. I think they are the most customer oriented professional tank maintenance company we have ever dealt with. A rare find in today's world."

• Bryant Fleming •
GAFFNEY BPW, WTP SUPERINTENDENT



THE SOUTHERN CORROSION Story

Southern Corrosion, Inc. was founded in 1983 with a new vision for the care and maintenance of water tanks...a vision founded in the principles of engineering, superior workmanship, and outstanding customer service.

We create customized tank maintenance programs that provide better asset management, better cash flow, and better value for tank owners throughout the Mid-Atlantic and Southeast.

ENGINEERED TANK CARE™

Our programs are designed and approved by on-staff engineers. We focus on tank life and appearance, water quality, and a level of care and attention to detail that is unequalled in our industry. When a tank enters our Engineered Tank Care program, we are fully vested in the life and future of that tank. It's all about maximizing water tank life, keeping tanks looking their absolute best, and making tank management cost-effective, simple, and worry-free.

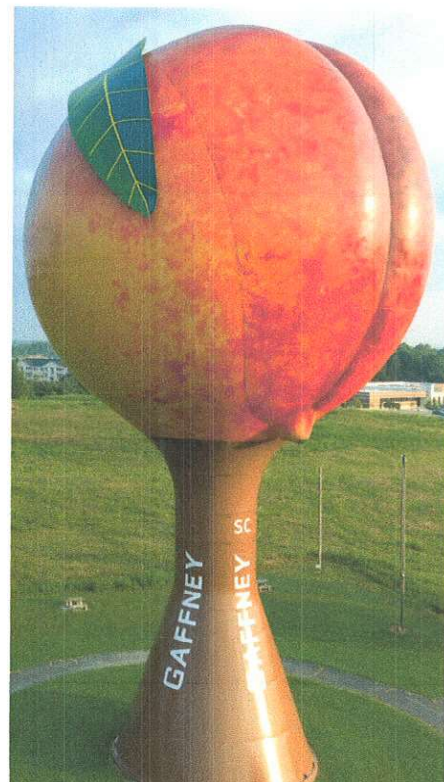
DEPENDABLE, EXPERT TANK CARE

From the initial inspection through the creation and implementation of each custom program, our customers have come to expect superior service and consistent results. We have our own, dedicated crews strategically located throughout our regions and sales representatives that live in the areas they service. We're proud to call our customers friends and neighbors.

You'll know exactly what your tank maintenance is going to cost, when maintenance will be performed, and why it is needed. We work with our customers to make sure that every aspect of their plans fit with their needs and budgets. No surprises. No hidden costs. We take pride in every tank in our program.

Our Engineered Tank Care services include:

- Painting, Restoration, and Repair
- Inspections and Washouts
- Engineered Tank Care™ Maintenance Plans
- Elite Inspections & Maintenance
- Cell Antenna Engineering Analysis





JIM SKILTON, *President*

Jim Skilton has been Southern Corrosion's President since 1989, and part of the company's management team for almost 30 years. He is a certified NACE Level 1 coatings inspector, and earned the designation of Protective Coatings Specialist from the Society for Protective Coatings (SSPC). Jim earned a Bachelor of Science in Business Administration from the University of Delaware and a Masters Degree in Business Administration from Campbell University. As part of his work, Jim teaches Engineered Tank Care™ seminars and continuing education classes.



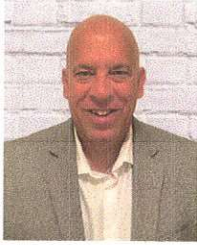
ELBERT BASOLIS, *Co-Owner*

Elbert Basolis is an expert in temporary water tank solutions and co-owner of Southern Corrosion. He is also CEO of Garrison Enterprises, a mechanical contracting company serving the water industry, an owner or active participant in at least 6 other complimentary industrial businesses, and the Co-Chairman of the Board of Yardville National Bank, NA, which was recently purchased by PNC bank. Elbert splits his time between his home in New Jersey, and his North Carolina based offices.



ED SOLTIS, *Operations Manager*

Ed Soltis is a certified NACE Level 1 coatings inspector and a SSPC C3 Supervisor for Deleading Industrial Structures. He specializes in surface preparation, painting and minor repairs. He has almost 30 years of experience in water tank maintenance, and has been Southern Corrosion's Manager of Operations since 2008.



JOHN TUCKER, *Area Representative*

John Tucker has been in the sales profession for over 25 years, with over 20 years spent in the construction industry. John is a New Jersey native but has transitioned to a Floridian, having lived here since 1984. He earned his Bachelor's degree from the University of North Texas in Denton, TX. John is married to a native Floridian and has raised two exceptional sons who have, like their mother, pursued their degrees at the University of Central Florida.



MICHAEL DOUGLAS, *Engineer*

Michael Douglas is Vice President responsible for engineering. He is a Professional Engineer licensed in Alabama, Florida, Georgia, South Carolina, North Carolina, Virginia, Maryland, Delaware, and Pennsylvania. He has extensive experience with public water supply systems and drinking water regulation. His previous work includes overseeing more than 600 water systems in 16 counties as a Regional Engineer. Michael is a North Carolina State University graduate with a Bachelor of Science degree in Civil Engineering.



DANIEL WILSON, *Engineer*

Daniel Wilson has over 20 years of experience in water and wastewater systems. A Professional Engineer, he previously served as CEO & Executive Director of the North Carolina Rural Water Association from 2007 to 2021. Daniel is a certified NACE Level 1 coating inspector, a Certified Association Executive, holds advanced level certifications in water and wastewater operations, and holds the national Utility Management Certification.



738 Thelma Road
Roanoke Rapids, NC 27870
P: 800-828-0876 | F: 252-535-3215
SCI@TANKCARE.NET
TANKCARE.NET



ENGINEERED TANK CARE Family Members

ALABAMA

City of Bayou La Batre, AL	3 tanks	Dan McCrory	251-293-4644
Cook Springs Water Authority	3 tanks	Chris Leonard	205-338-4220
Green Pond Water, AL	3 tanks	Clint Murphy	205-938-9367
Huntsboro, AL	1 tank	John Dozier	706-587-8336
Roanoke Utilities	3 tanks	Kevin Baldwin	334-338-0653
University of Montevallo, AL	1 tank		

DELAWARE

City of New Castle, DE	2 tanks	Jay Guyer	302-323-2330
City of Milford, DE	4 tanks	Steve Ellingsworth	302-422-1110
City of Rehoboth Beach, DE	2 tanks	Robert Downs	302-227-3194
Town of Bethany Beach, DE	2 tank	Sean Cooper	302-537-0851
Town of Georgetown, DE	2 tanks	Bobby Fletcher	302-856-6045
Town of Blades, DE	1 tank	Lisa Marks	302-629-7366
Town of Dagsboro, DE	1 tank	Cindy Brought	302-732-3777
Town of Frederica, DE	1 tank	Dustan Russum	302-335-5417
City of Harrington, DE	1 tank	Alan Moore	302-398-3530
Town of Magnolia, DE	1 tank	Scott Fowler	302-335-5891
Town of Middletown, DE	2 tanks	Morris Deputy	302-378-9120
Town of Selbyville, DE	2 tanks	Stacey Long	302-436-8314
Delaware State Fair, DE	1 tank	George Scuse Jr.	302-398-7008

FLORIDA

City of Chiefland, FL	6 tanks	Shane Keene	352-493-6711
City of Homestead, FL	3 tanks	René Martinez	305-224-4786

"I wanted to take a few minutes to let you know the City of Milford and myself appreciate your kindness and quality of work you do for Southern Corrosion. Dealing with 4 Water Towers in a City our size is a huge undertaking. Thanks for checking in with us and also the help on maintenance and yearly contract agreement. You have always been available to respond to some of my crazy calls on lighting and find switches I didn't even know about."

• Steve Ellingsworth •

SUPERVISOR WATER AND WASTEWATER • CITY OF MILFORD, DE



Town of Highland Beach, FL	2 tanks	Sergio Gonzalez, Jr.	561-283-2764
City of Longwood, FL	4 tanks	Andrew Marsian	407-263-2378
City of Monticello, FL	3 tanks	Steve Wingate	850-342-0293
City of Wauchula, FL	2 tanks	Andy Maddox	863-781-1976
Fantasy of Flight – Polk City, FL	1 tank	Sara Jo Smith	863-287-4724
FL Institute of Neurologic Rehabilitation, FL	3 tanks	Tim Bryant	863-781-0381
Indian River Estates, Inc	1 tank	Elizabeth Jewell	863-692-1433
Jefferson Communities Water	2 tanks	Julie Conley	850-519-7099
Midway Water, Gulf Breeze, FL	4 tanks	Greg DeLapp	850-932-5188
Town of Bowling Green, FL	2 tanks	Jerry Conerly	863-375-2255
Town of Havana, FL	2 tanks	Howard McKinnon	850-539-2820
Farm Hill Utilities, Cantonment, FL	3 tanks	Shawn Condon	850-554-5022
City of Dade City, FL	3 tanks	Johnnell Kemp	813-714-6515
Town of Dundee, FL	2 tanks	Tracy Mercer	863-370-2996

GEORGIA

City of Leslie, GA	1 tank	Jessie Rees	229-874-1259
City of Lone Oak, GA	1 tank	Phillip Dow	706-637-9094
City of Riceboro, GA	3 tanks	Bill Austin	912-884-2986
City of Richmond Hill, GA	1 tank	Todd Neal	912-237-8572
City of Villa Rica, GA	4 tanks	John Bain	678-840-1210
City of Winder, GA	8 tanks	Jeff Williams	770-616-6217
Upson County, GA	2 tanks	Dwight Smith	706-647-3513

KENTUCKY

City of Burkesville, KY	3 tanks	Joe Appleby	270-864-5391
Mountain Water District, Pikeville, KY	39 tanks	Roy Sawyers	606-631-9162

MARYLAND

Benedictine School, MD	1 tank	Scott Evans	410-634-2112
Cambridge Municipal Utilities Commission, MD	6 tanks	Ed Bramble	410-228-5440
City of Aberdeen, MD	6 tanks	Curtis Ball	410-272-2650
City of Brunswick, MD	2 tanks	Matt Campbell	301-834-7500
City of Taneytown, MD	2 tanks	Kevin Smeak	410-751-1100
Cross Pointe Church, Salisbury, MD	1 tank	David Hooper	443-614-4384
Town of Hancock, MD	3 tanks	Carlton Parry	240-707-7963
Harford County, MD	15 tanks	Larry Slattery	410-638-3000



"Southern Corrosion inspected our Elevated & Ground Storage Tanks inside & out & gave thorough, detailed inspection results. They moved quickly to schedule appointments for repairs & acted upon them in a Very Timely matter!!!"

• Eddie Jefferson •
CITY OF HOLLY SPRINGS, MS

Potomac Heights, MD	1 tank	Stephanie Moody	301-681-2399
Scientist Cliffs Assoc., MD	1 tank	Steve Dean	410-586-0602
Sherwood Forest Water, MD	1 tank	Dominic Loane	410-841-6300
Somerset County Sanitary District	3 tanks	Earl Ludy	410-651-0268 x 3502
Tidewater Direct LLC	2 tanks	Geoffrey Eisenberg	443-854-4294
Town of Berlin, MD	2 tanks	Jamey Latchum	410-641-3845
Town of Betterton, MD	1 tank	Tom Mogle	410-348-5522
Town of Centreville, MD	3 tanks	Clifford Matthews Jr.	410-758-1180
City of Cumberland, MD	7 tanks	Robert Smith	301-759-6601
Town of Delmar, MD	2 tanks	Sophia Oberton	302-846-3696
Town of Denton, MD	4 tanks	Mark Chandler	410-479-5446
Town of East New Market, MD	1 tank	Michelle Jackson	410-943-8112
Town of Federalsburg, MD	2 tanks	Larry DiRe	410-754-8173
Town of Galena, MD	2 tanks	Warren Walters	410-648-5151
Town of Hebron, MD	1 tank	Melinda Stafford	410-742-555
Town of Hurlock, MD	1 tank	Eric Barnhart	410-943-4181
Town of Keedysville, MD	1 tank	Lisa Reiner	301-432-5795
Town of La Plata, MD	3 tanks	Bobby Stahl	301-934-8421
Town of Middletown, MD	1 tank	Bruce Carbaugh	301-371-6171 x 107
Town of Preston, MD	1 tank	Amber Korell	410-673-7929
Town of Ridgley, MD	1 tank	David Crist	410-634-2177
Town of Rock Hall, MD	2 tanks	Bob Resele	410-639-7611
Town of Secretary, MD	1 tank	BJ Gullion, III	443-786-4050
Town of Sharptown, MD	1 tank	Doug Gosnell	410-883-3767
Town of Thurmont, MD	1 tank	Harold Lawson	240-674-0086
Town of Trappe, MD	1 tank	Steve Callahan	410-443-0087
Town of Vienna, MD	1 tank	Cindy McFarlane	410-376-3442
Town of Walkersville	3 tanks	Joseph Birch	301-845-4500
Town of Williamsport, MD	1 tank	Chad Rooney	301-223-7711
Town of Willards, MD	2 tanks	Pete Merkl	410-835-8192

MISSISSIPPI

Adams County, MS	10 tanks	Ken Herring	601-446-6616
Algoma Water Assoc., MS	4 tanks	Ricky Jagers	662-419-1105
Alpine Water Association, MS	1 tank	Teresa O'Callaghan	662-869-2049



City of Batesville, MS	4 tanks	Newt Benson	662-563-4576
City of Brandon	5 tanks	Randy Moorhead	601-383-2769
City of Ecru, MS	3 tanks	Gable Todd	662-489-3881
City of Eupora, MS	6 tanks	Odie Avery	662-552-3248
City of Fulton, MS	11 tanks	Paul Walker	662-862-4929
City of Holly Springs, MS	4 tanks	Clayton Moore	662-252-9976
City of Lucedale, MS	2 tanks	Kevin Cochran	601-508-9619
City of Magee, MS	4 tanks	Dale Berry	601-849-3344
City of Okolona, MS	3 tanks	Harold Jolly	662-447-5761
City of Olive Branch, MS	17 tanks	Scott Phillips	662-892-9200
City of Purvis, MS	2 tanks	Catherine Kemp	601-794-2472
City of Ripley, MS	7 tanks	Ricky Martin	662-587-1058
City of Sherman, MS	1 tank	Clint Long	662-871-2521
City of Verona, MS	2 tanks	Bobby Williams	662-566-2211
East Pike Water Assoc., MS	2 tanks	Jeff Brown	601-810-0169
East Pontotoc Water Association, MS	3 tanks	Pistol Russell	662-489-9638
Friendship Community Water, MS	2 tanks	Jeff Brown	601-810-0169
Improve Water Association, MS	2 tanks	Tony Thomas	601-303-2156
Jayess Topeka Tilton Water, MS	4 tanks	Anthony Guy	601-810-7002
Keownville Rural Water Assoc	2 tanks	Dan Richey	662-316-6626
Lexie Water Association, MS	5 tanks	Cathy Mitchell	601-814-0998
Magee's Creek Water,	8 tanks	Travis Marbury	601-303-7067
Stone Utility Association	4 tanks	Heather Lazana	601-716-5590
Sanders Water Association, MS	3 tanks	Bruce Jenkins	662-234-6859
Town of Centreville	2 tanks	David Walker	601-810-9428
Town of Mize, MS	2 tanks	Pam Holder	601-733-2221
Town of Mount Olive, MS	2 tanks	Cliff Kelly	601-797-3496
Town of Nettleton, MS	3 tanks	Randy Parchman	662-871-2300
Town of Plantersville, MS	2 tanks	Terry Roberts	662-321-3775

NORTH CAROLINA

Beaufort County, NC	16 tanks	Christina Smith	252-327-9627
Bell Arthur Water Corp, NC	5 Tanks	Ed House	252-752-6252
Bertie County, NC	10 tanks	Ricky Spivey	252-794-4427
Bladen County, NC	9 tanks	Alan Edge	910-862-6996
Brunswick County, NC	12 tanks	Bob Tweedy	910-253-2657 x 2680
Camden County, NC	2 tanks	David Cradle	252-207-6874
Carteret County, NC	3 tanks	Tony Cahoon	252-728-6592
Chowan County, NC	7 tanks	David Tawes	252-482-7477
City of Clinton, NC	8 tanks	Travis Anderson	910-592-1961 or 910-214-5437
City of Elizabeth City, NC	3 tanks	Amanda Boone	252-337-6628
City of Graham, NC	1 tank	Tanya	336-266-6458



City of Henderson, NC	3 tanks	Frank Frazier	252-431-6026
City of Lenoir, NC	9 tanks	Radford Thomas	828-757-2219
City of Mocksville, NC	3 tanks	Jeff Bean	336-751-2635
City of Mount Airy, NC	5 tanks	Martin Semones	336-786-3595
City of Rocky Mount, NC	12 tanks	Jonathan Boone	252-972-1299
City of Southport, NC	1 tank	David Fox	910-457-7936
Energy United Water, NC	5 tanks	Rod Watts	704-585-6518
Fairway Ridge Water Association, NC	1 tank	Phillip Shepherd	336-877-4716
Gates County, NC	3 tanks	Timothy Wilson	252-357-1240
Halifax County, NC	11 tanks	Greg Griffin	252-583-1451
Hertford County, NC	5 tanks	Gilbert Stethen	252-358-7867 or 252-395-1418
Jones County, NC	7 tanks	Garreth Harvel	252-571-1625
Kerr Lake Regional Water, NC	1 tank	Christy Lipscomb	252-438-2141
Martin County, NC	4 tanks	Ed Warren	252-799-7310
Mill Springs POA – Franklin, NC	6 tanks	Henry Griffin	478-396-2542
Nash County, NC	5 tanks	Derek Hawkes	252-462-2613
Northampton Co, NC	15 tanks	Kirk Rogers	252-534-6341
Ocracoke Sanitary District, NC	1 tank	Scott Brady	252-92-0321
Pasquotank County, NC	12 tanks	Charles Tipton	252-331-9028
Perquimans County, NC	11 tanks	Nick Lollies	252-426-8484
Piedmont Triad Water, NC	4 tanks	Gregory Flory	336-498-5510
Richmond County, NC	9 tanks	Jerry Austin Jr	910-997-8338
Roanoke Rapids Sanitary District, NC	4 tanks	Dan Brown	252-537-9137
Robeson County, NC	21 tanks	Myron Neville	910-671-3488
Sampson County Public Works, NC	4 tanks	Mark Turlington	910-990-7944
South Mills Water Association, NC	4 tanks		252-771-5620
Southern Wayne Sanitary District, NC	4 tanks	Cliffy Newby	919-731-2520
Stokes County Schools, NC	7 tanks	Ricky Goins	336-591-4282
Stokes Regional Water Corp	2 tanks	Ray Baldree	252-752-6252
Town of Ahoskie, NC	3 tanks	Steve Lassiter	252-287-7077



"We've been Southern Corrosion customers for many years. They do a wonderful job of maintaining our water tanks and respond instantly if there's an emergency."

• Macon Robertson •
WARREN COUNTY, NC



Town of Atlantic Beach, NC	2 tanks	Marc Shulze	252-726-1366
Town of Aulander, NC	1 tank	Johnna Browne	252-345-3541
Town of Aurora, NC	1 tank	Terry Groome	252-322-5208
Town of Bailey, NC	2 tanks	Joel Killion	252-235-4977
Town of Beaufort, NC	2 tanks	Wade Keeler	252-728-2130
Town of Beech Mountain, NC	10 tanks	Robert Pudney	828-387-4236
Town of Belhaven, NC	2 tanks	Sonny Graham	252-945-3787
Town of Beulaville, NC	1 tank	Lori Williams	910-298-4647
Town of Broadway, NC	1 tank	John Godfrey	919-258-9922
Town of Bryson City, NC	5 tanks	Tom Shook	828-488-3335
Town of Cameron, NC	1 tank	Davis Reynolds	910-245-3212
Town of Chocowinity, NC	3 tanks	Kevin Brickhouse	252-946-9568
Town of Cofield, NC	1 tank	Steve Lassiter	252-287-7637
Town of Columbia, NC	1 tank	Rhett White	252-796-2781
Town of Elm City, NC	1 tank	Dina Owens	252-236-4917
Town of East Arcadia, NC	1 tank	Lenard Hall	910-655-4388
			Cell 622-6932
Town of Edenton, NC	2 tanks	Roy Alons	252-482-4111
Town of Enfield, NC	2 tanks	Mike Powell	252-578-1537
Town of Fair Bluff, NC	2 tanks	Al Leonard	910-653-3458
Town of Fairmont, NC	2 tanks	Ronnie Seals	910-628-0064
Town of Falcon, NC	1 tank	Clifton Turpin, Jr.	910-980-1355
Town of Fremont, NC	1 tank	Tim Howle	919-242-4173
Town of Green Level, NC	1 tank	Daniel Gerald	336-578-3443
Town of Greenevers, NC	1 tank	Emma Brinson	910-289-3078
Town of Harkers Island, NC	1 tank	James Nelson	252-723-3118
Town of Harrellsville, NC	1 tank	Dina White	252-356-4499
Town of Hertford, NC	2 tanks	Dawn Bell	252-333-2783
Town of Hillsborough, NC	5 tanks	Ken Keel	919-732-1270 x 75
Town of Hobgood, NC	2 tanks	Thomas Ellis	252-578-1733
Town of Hookerton, NC	1 tank	Bobby Taylor	252-747-2201
Town of Jackson, NC	1 tank	Jason Morris	252-534-3811
Town of Jamesville, NC	1 tank	Kimberly Cockrell	252-792-5006
Town of Kill Devil Hills, NC	1 tank	Derek Dail	252-480-4085
Town of Kure Beach, NC	2 tanks	Sonny Becker	910-458-8216
Town of Lake Lure, NC	1 tank	Tony Hennessee	828-625-9983
Town of Laurel Park, NC	8 tanks	Andrew Griffin	828-693-4840
Town of Leland, NC	1 tank	Jimmy Strickland	910-332-4651
Town of Liberty, NC	3 tanks	Chris Taylor	336-622-4276
Town of Littleton, NC	1 tank	Wanda Clark	252-586-2709;
Town of Marshville, NC	1 tank	Bivens Steel	704-624-2515
Town of Maysville, NC	1 tank	Edward Waltz	910-743-4441
Town of Middlesex, NC	2 tank	Luther Lewis	252-235-5761
Town of Mount Olive, NC	4 tanks	Deems Blanton	919-738-1025
Town of Murfreesboro, NC	2 tanks	Teresa Duke	252-398-4888
			Extn 242

"As the mayor of a small town, the budget is always tight. Unplanned water tank related expenses can break a budget. Southern Corrosion's maintenance program has allowed us to plan and budget for the care of our water tank. The service is affordable and now we don't worry about our water tank."

• Ed Furtick •

MAYOR THE TOWN OF SPRINGFIELD, SC

Town of Norlina, NC	1 tank	Blaine Reese	252-456-3325
Town of Norwood, NC	3 tanks	John Mullis	704-690-1074
Town of Oak Island, NC	4 tanks	David Kelly	910-278-5011
Town of Ocean Isle Beach, NC	2 tanks	Debbie Sutton	910-579-3469
Town of Old Fort, NC	4 tanks	Tony Webb	828-668-4244
Town of Ossipee	1 tank	Richard Overman	336-584-4258
Town of Pine Knoll Shores, NC	2 tanks	Ernie Randolph	252-247-4353
Town of Powellsville, NC	1 tank	James Peele	252-332-5933
Town of Red Springs, NC	3 tanks	James Bennett	910-843-5241
Town of Robersonville, NC	2 tanks	Chris Roberson	252-508-0311
Town of Rose Hill, NC	2 tanks	John Bauer	910-289-3159
Town of Salemburg, NC	1 tank	Joseph Warren	910-525-5650
Town of Saratoga, NC	1 tank	Tommy Hawkins	252-238-3487
Town of Seaboard, NC	1 tank	Joe Barnes	252-589-5061
Town of Selma, NC	4 tanks	Alex Fuller	919-965-2244
Town of Sharpsburg, NC	2 tanks	Brian Sullivan	252-908-3612
Town of Smithfield, NC	4 tanks	Kenneth Griffin	919-934-2798
Town of Snow Hill, NC	2 tanks	Dana Hill	252-747-3414
Town of Spring Hope, NC	2 tanks	Andrew DeLonno	252-478-5186
Town of Stantonsburg	1 tank	Brian Hawley	252-238-3608
Town of Tabor City, NC	2 tanks	Al Leonard	910-653-3458
Town of Taylorsville, NC	2 tanks	David Odom	828-632-2218
Town of Turkey, NC	1 tank	Sarah White	910-592-7273
Town of Wadesboro, NC	1 tank	Hugh James	704-694-5171
Town of Warrenton, NC	3 tanks	Bill Perkinson	252-257-3315
Town of Warsaw, NC	2 tanks	Shawn Condon	910-293-7814
Town of Weldon, NC	2 tanks	Jeff Elks	252-536-3478
Town of White Lake, NC	2 tanks	Sean Martin	910-862-4800
Town of Williamston, NC	5 tanks	Kerry Spivey	252-792-1024
Town of Windsor, NC	1 tank	Matt Wilson	252-794-3121
Town of Wingate, NC	1 tank	Dryw Blanchard	704-233-4411
Town of Winton, NC	1 tank	Carl Pierce	252-358-9271
Trimont Mountain Estates	3 tanks	Preston Hayes	828-421-2775
Union Utilities, NC	1 tank	James Cannette	252-358-1447
Vance County, NC	2 tanks	Heather Adams	252-236-5710
Warren County, NC	9 tanks	Macon Robertson	252-257-1854
Wayne County	16 tanks	Joey Threewitts	919-731-2310



Sanitary Districts, NC			
West Carteret Water Corp, NC	7 tanks	Lisa Smith-Perri	252-393-1515

PENNSYLVANIA

Ashland Area Municipal Auth., PA	1 tank	Doug Weist	570-624-4277
Borough of Littlestown, PA	2 tanks	Chuck Kellar	717-359-5101 x 32
Borough of Perkasie, PA	1 tank	Nicholas Fretz	215-257-3654
Borough of Ridgway, PA	1 tank	Michael Handley	814-776-1125
Borough of Saxton, PA	1 tank	Jamie Foster	814-635-2363
Downington Municipal Water Authority, PA	2 tanks	Denny King	610-269-5362
Falls Township, PA	4 tanks	Tim Hartman	215-946-6062 x 104
Franklintown Water Authority, PA	1 tank	Pam Errington	717-432-4047
Hampton Shaler Water Auth	9 tanks	April Winklmann	412-486-4867
Harrison Township, PA	4 tank	Nicholas Colledge	724-226-2500
Hemlock Farms Community Assoc, PA	2 tanks	Ray Broschart	570-775-7559
Lake Wallenpaupack Estates	2 tanks	John Carney	570-689-4721
Myerstown Water Authority, PA	2 tanks	Chris Strause	717-866-9301
Ridgway Township Municipal Auth.	2 tanks	Carl Gosnell	814-590-0900
Salisbury Township, PA	2 tanks	Frank DiMatteo	610-797-4000

SOUTH CAROLINA

Breezy Hill Water & Sewer	12 tanks	Jeff Lowe	803-655-6455
Brown's Creek Water Assoc., SC	2 tanks	Jimmy Teaster	864-545-2350
City of Bamberg, SC	4 tanks	Gene Searson	803-245-5128
City of Columbia, SC	25 tanks	Trey Varn	803-781-2181
City of Folly Beach, SC	2 tanks	Kevin Whitsett	843-754-8223
City of Gaffney, SC	4 tanks	Donnie Hardin	864-487-8510
City of Goose Creek, SC	3 tanks	Mandy Neumann	843-824-2200
City of Hartsville, SC	5 tanks	Daniel Moore	843-383-3015
City of Lancaster, SC	3 tanks	Jerry Crockett	803-285-9431
City of Liberty, SC	2 tanks	Olen Hamlin	864-843-3177
City of North Myrtle Beach, SC	7 tanks	Kevin Blayton	843-280-5538
City of Tega Cay, SC	2 tanks	Phillip Jolley	803-548-3514
City of Walterboro, SC	7 tanks	Wayne Crosby	843-549-2545
Daniel Morgan Water, SC	2 tanks	Sondra Vickers	864-461-2235
Deweese Utility Corp (SC)	2 tanks	Vicki Marsisi	843-568-3992
Easley-Central Water District, SC	3 tanks	Joe Bracken	864-639-2883
Gilbert-Summit Water (SC)	4 tanks	Marty Gassaro	803-892-5544
Hilton Head PSD 1	9 tanks	Bill Davis	843-305-0639



Lakewood Camping Resort Myrtle Beach, SC	3 tanks	Kevin Strickland	843-685-4222
Macedonia Water Works, SC	1 tank	Donnie Harden	864-488-8800
Marlboro Water Company, SC	3 tanks	Bobby Brock	843-479-8988
Montmorenci-Couchton Water District, SC	3 tanks	Jeremy Randall	803-648-9920
New Ellenton CPW, SC	2 tanks	Harold Craig	803-652-2862
South Island PSD (Hilton Head, SC)	3 tanks	Eddie Nettles	843-842-2233
Southside Rural Water, SC	2 tanks	Brad Owen	864-843-3440
Town of Central, SC	1 tank	Adam Manley	864-639-6381
Town of Jackson, SC	3 tanks	Donnie Cooper	803-295-1282
Town of Langley, SC	1 tank	Calvin Smith	803-593-3404
Town of Lockhart, SC	1 tank	Hugh Gregory	864-251-4000
Town of North, SC	1 tank	Patricia Carson	803-247-2101
Town of Ridgeville, SC	1 tank	Kerri Fulmer	843-873-3286
Town of St. George, SC	3 tanks	Dion Straub	843-560-2972
Town of Salem, SC	2 tanks	Ryan Hardin	864-944-2819
Town of Salley, SC	1 tank	Bob Salley	803-258-3485
Town of Sharon, SC	1 tank	Tina Davis	803-927-1927
Town of Springfield, SC	1 tank	Ed Furtick	803-258-3152
Valley Public Service Authority, SC	7 tanks	Calvin Smith	803-593-2053
West Anderson Water District, SC	2 tanks	John Lollis	864-225-5741
City of York, SC	3 tanks	Ben Wright	803-684-2341

TENNESSEE

Crab Orchard Utility District, TN	9 tanks	Everett Bolin	931-484-6987
Town of Spencer, TN	3 tanks	Tim Conely	931-235-7758
Town of Spring City, TN	2 tanks	Woody Evans	423-365-6441

VIRGINIA

Amelia County, VA	1 tank	Daryl Gough	804-561-4565
Amherst County, VA	1 tank	Robert Hopkins	434-845-1605
Americamps – Bracey, VA	1 tank	Scott Hazelton	434-636-2668
Brunswick County, VA	1 tank	Joan Moore	434-848-0248
Buckland Water & Sewer Auth., Warrenton, VA	3 tanks	Nova Martin	540-428-5384
City of Danville, VA	10 tanks	Alan Johnson	434-799-6473
City of Emporia, VA	5 tanks	Melvin Prince	434-594-4067
County of Goochland, VA	4 tanks	Matt Longshore	80-556-5839
County of Isle of Wight, VA	4 tanks	Don Jennings	757-365-1650



County of Louisa, VA	9 tanks	Pam Baughman	540-967-1122
Cumberland County, VA	2 tanks	Brian Saxton	804-492-3578
Dickenson County, VA	9 tanks	Ron Phillips	276-835-1580
Dinwiddie County, VA	7 tanks	Edward Pearson	804-861-0998
Goochland County, VA	3 tanks	Matt Longshore	804-556-5869
Halifax County, VA	7 tanks	Mark Estes	434-575-4240
Hampden-Sydney College, VA	6 tanks	David Giles	434-223-6276
James Madison's Montpelier, VA	2 tanks	Bill Bichell	540-672-2728 x 322
King George County, VA	4 tanks	Jonathan Weakley	540-775-2746
Mecklenburg County, VA	1 tank	Wayne Carter	434-738-6191
Northampton County, VA	1 tank	Chris Thomas	757-678-0414
Roanoke River Service Auth., VA	12 tanks	Paul Malone	434-689-7771
Shrine Mont, Inc, VA	1 tank	Kevin Moomaw	540-856-2141
Southwest Virginia Regional Jail, VA	1 tank,	Jason Tuggle	276-739-3520 x 1018
Stoney Creek Sanitary District, VA	3 tanks	Patrick Felling	540-459-7491
River Ridge Assoc., VA	1 tank	Cheryl Lilly	434-636-5492
Town of Big Stone Gap	12 tanks	Stephen Lawson	276-523-0115
Town of Bowling Green, VA	4 tanks	Brock Taylor	804-994-4054
Town of Boydton, VA	1 tank	Rennie Parks	434-738-6021
Town of Burkeville, VA	2 tanks	Harold Wagstaff	434-767-4095
Town of Chase City, VA	2 tanks	Jim Wilson	434-917-0052
Town of Clarksville, VA	2 tanks	Richard Elliott	434-374-0169
Town of Crewe, VA	2 tanks	Brian Thrower	434-594-5528
Town of Exmore, VA	1 tank	Robert Duer	757-442-3114
Town of Farmville, VA	5 tanks	Bill Caldwell	434-392-3331
Town of Grottoes, VA	2 tanks	Nathan Garrison	540-249-5896
Town of Hamilton, VA	3 tanks	Earl Dubin	540-338-2811
Town of Kenbridge, VA	2 tanks	Tony Matthews	434-480-9032
Town of Keysville, VA	1 tank	Steven Morris	434-736-9551
Town of LaCrosse, VA	1 tank	Tom Tanner	434-757-7366
Town of Lawrenceville, VA	5 tanks	Daniel Finz	434-848-2414
Town of Lebanon, VA	4 tanks	Drew Shortt	276-889-7205
Town of Luray, VA	4 tanks	Joseph Haddock	540-244-7166
Town of McKenney, VA	1 tank	Nathan Ruppert	804-478-4621
			804-691-6411
Town of Pennington Gap, VA	2 tanks	Brian Skidmore	276-546-1177
Town of Phenix, VA	1 tank	Franklin Dodd	434-542-4123
Town of Rocky Mount, VA	5 tanks	Kevin Adkins	540-483-5747
Town of South Hill, VA	3 tanks	CJ Dean	434-447-3191
Town of Wakefield, VA	1 tank	Jim Price	757-899-2361
Town of Victoria, VA	2 tanks	Rodney Newton	434-447-9715
Toms Brook Sanitary District, VA	2 tanks	Patrick Felling	540-459-7491
Woodberry Forest School, VA	3 tanks	Gene Lewis	540-672-6053



SOUTHERN CORROSION Testimonials

"As a small utility, we are constantly looking for ways to cut costs without compromising compliance or the services we offer our customers...Southern Corrosion demonstrated exceptional customer service, responded quickly, scheduled the repairs at a time convenient to us and delivered on their promise. We are excited about the opportunity to work with Southern Corrosion and hope the relationship lasts for years to come!"

PAMELA BAUGHAM, *General Manager*
Louisa County Water Authority in Louisa, VA

"We are incredibly pleased with the service we receive. Southern Corrosion keeps our water tanks in tip-top condition."

TRAVIS MARBURY
Magee's Creek Water Association in Tylertown, MS

"The customer service has been second to none, the quality of work received has been top notch, and they have always made sure that our needs have been met and our tanks maintained to their best shape... I look forward to continuing as a satisfied customer for many years to come."

JEREMY RANDALL, *General Manager*
Montmorenci-Couchton Water & Sewer District Inc. in Aiken, SC

"They know what they are doing, and you can't get a better value for your dollar."

STEVE HAMILTON
Wayne County Sanitary Districts in Goldsboro, NC

"Small municipalities, like ours, need help keeping our water storage tanks maintained, fully operational and compliant. Southern Corrosion has provided the Town of Ridgely, Maryland with excellent service and guidance that is helping to maximize the life of our water tank. We highly recommend Southern Corrosion for all of your water tank needs."

DAVID CRIST, *Director of Public Works*
Ridgely, MD



SOUTHERN CORROSION Testimonials

"Southern Corrosion has been maintaining our tanks for over ten years now. I have been very impressed by the crews performing our washouts and coating system. Those guys work very efficiently and go the extra mile from others I have worked with. They maintain a good-looking jobsite during the process of applying the interior or exterior coating system. They are always conducting themselves in a professional manner and communicate their progress to our designated contact person. Always great to work with. Recommend them highly."

ALAN JOHNSON, *Division Director of Water & Wastewater Treatment*
Danville, VA

"We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company's suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve."

CINDY MCFARLANE
Town of Vienna, MD

"We've been Southern Corrosion customers for many years. They do a wonderful job of maintaining our water tanks and respond instantly if there's an emergency."

MACON ROBERTSON
Warren County, NC

"I would recommend Southern Corrosion for anybody's water tank maintenance needs."

PATRICK MCBRAYER
Ecru, MS

"Southern Corrosion has been doing tank maintenance for the Benedictine School for years. Their professional commitment and quality of their workmanship are outstanding. Great Company."

CARLTON PIPPIN, *Facilities Manager, Maintenance*
Benedictin in Ridgely, MD

"The service provided by Southern Corrosion has been professional and valuable to the Authority... Southern Corrosion has made keeping our tanks safe, secure, and in compliance with regulations an easy process."

JOHN RYBA, *Operations Manager*
Township of Falls Authority in Fairless Hills, PA



SOUTHERN CORROSION Testimonials

"Iron and manganese continue to be a maintenance item for our community water system as it is for many systems in eastern North Carolina. Residents and visitors alike want water that tastes good, smells good, and looks good, but we both know what can happen if our tanks are not properly maintained like our treatment facilities and distribution systems...We appreciate the work you do and the services you provide. Your kind of work isn't for everyone...However, we are fans of yours and simply want to be sure it is acknowledged."

DAVID M. TAWES, *Director*
Chowan County Water Department in Edenton, NC

"I'm always very satisfied with their work."

WILL TEASTER
Brown's Creek Water Association in Union, SC

"We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company's suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve. We have developed a good rapport with Southern Corrosion, Inc. over the last five years."

EDUARDO GONZALES, *Assistant Director Public Works & Engineering*
Homestead, FL

"...Also to let you know, your work on our water tower has even impressed the town citizens on how neatly and professionally your work has been and all the local people I have had the opportunity to meet through my working paths have said nothing but great things and how well your team has done. They love your work – after all, it is "their" water tower!"

STEVE CALLAHAN, *Superintendent, Water and Wastewater Treatment*
Towne of Trappe, MD



ENGINEERED TANK CARE Service

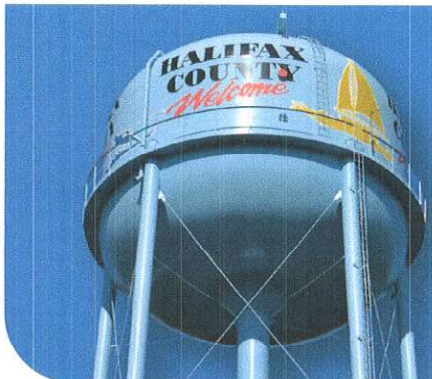
Southern Corrosion Inc.'s Engineered Tank Care Service offers comprehensive coverage for your tank maintenance needs. The purpose of the service is to extend the life of your tank(s) and their existing coatings for as long as possible. The service includes corrosion protection, repairs, painting, regularly scheduled inspections, and a guaranteed emergency response time. The service does not include tasks associated with the operation of the water system, installation or repair of underground piping, any structures that are not part of the tank, any electrical work, telemetry, cutting the grass around the tank(s), or fence maintenance. The service does not include additional modifications to the tank beyond the tank's existing configuration unless included in the specifications of our proposal. The service can include maintenance on the cathodic protection system if the tank(s) is/are equipped with cathodic protection, and you request this to be included in the service.

As a part of the service, we provide a detailed schedule of exactly what services will be performed in each year. Also included is an emergency response service that will guarantee a response time to emergency situations that threaten the immediate use of the tank.

The maintenance service term is based on a mutually agreeable time duration (ie. perpetual). Annual premiums can be structured monthly, quarterly, or annually. Pick terms that best suit your needs. Also, the service can be canceled up to 60 days prior to the renewal date for the next year's service.

THE SERVICE PREMIUM QUOTE COVERS:

1. Emergency Service
2. Regularly scheduled interior washouts when applicable.
3. All interior & exterior cleaning, painting, and repairs.
4. Maintenance and upkeep of the tank.
5. Planning & budgeting for both short-term & long-term maintenance needs.



"We have been in a maintenance program with SCL since 2013 and are very pleased with their workmanship and productivity...I value the corporate stability and family values exhibited by Southern Corrosion and highly recommend their services."

• Mark Estes •

EXECUTIVE DIRECTOR • HALIFAX COUNTY SERVICE AUTHORITY
SOUTH BOSTON, VA



INSURANCE

The sample insurance certificate enclosed provides you with an example of the insurance coverage we will provide the Customer. We intend to renew our policies at the same coverage levels indicated on the sample certificate. For your further protection, we will supply you with a pollution liability insurance policy that protects you from lead contamination claims. For more than 10 years, general liability insurance policies have specifically excluded coverage for contamination claims. To insure for the liability of improper job site handling of hazardous wastes, you need this insurance. This insurance is provided at no extra cost. Our prices do not include the cost of supplying performance and payment bonds. If this is required, our bonding company is the Great American Insurance Company, of Cincinnati, Ohio. For Southern Corrosion, Inc. to provide these bonds, please add 3% to all service premiums quoted. If provided, the bonds will be renewed annually, after the cancellation period for the next year's service has expired.

VISUAL & WASHOUT INSPECTIONS

Tank(s) will be visually inspected annually. The annual visual inspections have three basic purposes. First, functional items such as the safety of ladders, the continued operation of float gauges, and the absence or damage of structural items such as sway rods, struts, etc. can continually be monitored.

Second, the coating system can be visually evaluated for the presence or absence of coating breakdown or surface holidays. This provides evidence of the rate of deterioration of the coating system, an important item in determining recoating cycles for the tank, as well as arresting any steel corrosion before it reduces the effective structural steel thickness.

Third, access can be controlled, especially unauthorized access. Graffiti, vandalism, and the presence or absence of locked hatches and ladder gates confirm the security level of the tank site.

Additionally, as scheduled, a washout inspection will be performed. A washout inspection includes draining the tank, removing all sediment and debris, and a complete visual inspection of both the interior and exterior. All findings will be documented in a bound inspection report, annotated with photographs for detailing conditions.

Any corrective maintenance needed will be added to the maintenance schedule.

CORROSION PROTECTION & PAINTING

Our maintenance service schedule will detail exactly what maintenance painting will be performed during regularly scheduled intervals.

"Southern Corrosion has supported our elevated water tower and ground water storage tank needs since 2016. They have provided tank interior / exterior refinishing and annual inspections and maintenance. We are pleased with the level of service they provide, and appreciate their honest evaluations and recommendations."

• Darren Keller •

MANAGER, FACILITIES • CURTISS-WRIGHT • CHESWICK, PA

REPAIRS

Our maintenance service schedule will detail exactly what repairs will be performed during regularly scheduled intervals.

EMERGENCY RESPONSE

Emergencies that threaten the immediate use of the tank will be responded to within the response time specified. The response referred to is for the purpose of our assessment of the emergency situation. If possible, repairs will be completed during the initial response. These emergency repairs are included in the maintenance service.

AESTHETICS

Feel free to consult with us concerning alternative exterior finish coat color schemes and logos. These items can be included in the original agreement or can be added to the service.

SAFETY

If needed, the service can include alterations necessary to bring the tank into compliance with current OSHA regulations or AWWA standards.

GRAFFITI

The service includes the coating over or removal of graffiti one time each year, if required. Removing or overcoating graffiti is not normally considered an emergency response; it is a scheduled event. If graffiti appears, we will review the security of the tank site involved, and additional measures may need to be addressed by the Owner, if it is desired to continue this protection.



FUTURE ANTENNA INSTALLATION

Many tank owners choose to defer water tank maintenance costs by leasing their tanks to cellular phone providers or other communication companies. Such additions can increase future tank maintenance costs if not designed properly. Under this contract, we will review the installation plans for any antenna installations to eliminate damage and future maintenance costs to your tank(s) and provide a post installation inspection to ensure that installation conforms to the approved installation plans.

EXISTING CONDITIONS

This service proposal is based upon the actual structural conditions found on your tanks at the time of the proposal. Any additions or changes by the Owner (i.e. Antenna installation, sign lighting, etc.) may affect the maintenance costs included in this service. We reserve the right to re-evaluate or modify this contract if such a change takes place. (Also see "Future antenna installation")

ELECTRICAL & ANTENNA TRANSMISSION HAZARDS

Our proposal is based upon the Owner deactivating, or otherwise making safe, any electrical wires or connections to any tank. OSHA requires that our personnel work at least 15 feet from any "live" electrical hazards. When applicable, we will protect any antennas and have assumed that the Town will verify that harmful microwave transmissions do not emanate from any such antennas during our work.

ACCESS TO RECORDS

Our customer records are maintained in a cloud based data system that is accessible from a desktop computer, notepad, or smartphone. The records maintained include a copy of the contract, recent inspection reports, and schedule of work. The system we use is also used by Volvo, Deloitte, the National Football League (NFL), Sony, Time Warner Cable, Sotheby's and others.

"I would like to send out a big thank you to Southern Corrosion of Roanoke Rapids, North Carolina...They did an outstanding job and I was really impressed with how fast the issue was addressed."

• Frank Davis •

ADMINISTRATOR • CAMPBELL COUNTY, VA UTILITIES



Date: March 20, 2024
Customer: Zephyrhills, FL
Tanks: 750,000 Gallon Standpipe Water Tank
1,200,000 Gallon Concrete Ground Storage Water Tank
10,000 Gallon Hydro-Pneumatic Water Tank

YEAR 1 - 2024

- ▶ **750,000 Gallon Standpipe Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **10,000 Gallon Hydro-Pneumatic Water Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 2 - 2025

- ▶ **750,000 Gallon Standpipe Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **10,000 Gallon Hydro-Pneumatic Water Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Repaint Interior:**
 - a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
 - b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
 - c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
 - d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
 - e. Sterilize interior using AWWA Disinfection Method #2, spray method.
 - f. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.



- g. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

YEAR 3 - 2026

▶ **750,000 Gallon Standpipe Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 4 - 2027

▶ **750,000 Gallon Standpipe Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply a spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply two (2) full finish coats of acrylic paint to all exterior surfaces at 1.5 to 2.5 mils dry film thickness per coat.
- e. Replace the tank sign as existing.

▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.



YEAR 5 - 2028

▶ 750,000 Gallon Standpipe Water Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interiors:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ 1,200,000 Gallon Concrete Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 10,000 Gallon Hydro-Pneumatic Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 6 - 2029

▶ 750,000 Gallon Standpipe Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 1,200,000 Gallon Concrete Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 10,000 Gallon Hydro-Pneumatic Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 7 - 2030

▶ 750,000 Gallon Standpipe Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 1,200,000 Gallon Concrete Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 10,000 Gallon Hydro-Pneumatic Water Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

YEAR 8 - 2031

▶ 750,000 Gallon Standpipe Water Tank

Visual inspection and repairs uncovered through inspection.



▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Apply two (2) full finish coats of acrylic paint to all exterior surfaces at 1.5 to 2.5 mils dry film thickness per coat.
- c. Reapply the logo on the roof as it appears.

2. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 9 - 2032

▶ **750,000 Gallon Standpipe Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 10 - 2033

▶ **750,000 Gallon Standpipe Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Interiors:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.



▶ **1,200,000 Gallon Concrete Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **10,000 Gallon Hydro-Pneumatic Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

At no time does the service include the complete abrasive blasting of the tank exteriors nor the pressure washing of any tank exteriors as a stand-alone maintenance item apart from being a surface preparation method for painting.

Exterior painting and logos are priced based on using the same color paint and logo designs. Unless specified in the scope of work any exterior color or logo change request may result in a premium increase and/or an additional one-time charge.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24-hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the entire ten years of the service is **\$52,855.00**. This amount is firm and will not be adjusted due to inflation.

THIS PRICE IS FIRM FOR 30 DAYS.

Each year represents a 12-month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12-month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.



SOUTCOR-CL

CMESSINA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2024

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 Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Meaghan Sullivan PHONE (A/C, No, Ext): (860) 633-7780 E-MAIL ADDRESS: msullivan@smithbrothersusa.com FAX (A/C, No): (860) 652-3236														
INSURED Southern Corrosion, Inc. 738 Thelma Road Roanoke Rapids, NC 27870	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Crum & Forster Specialty Insurance Co</td><td>44520</td></tr><tr><td>INSURER B : Selective Insurance Group</td><td>2429</td></tr><tr><td>INSURER C : American Interstate Insurance Company</td><td>31895</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Specialty Insurance Co	44520	INSURER B : Selective Insurance Group	2429	INSURER C : American Interstate Insurance Company	31895	INSURER D :		INSURER E :		INSURER F :	
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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 ☒ Pollution/Profession ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPK-147033	3/3/2024	3/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S 2532262	3/3/2024	3/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EFX-124815	3/3/2024	3/3/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AVWCNC3254312024	3/3/2024	3/3/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COST PROPOSAL FORM

In accordance with the Specifications contained within RFP 2024-002, I certify that any and all information contained in this response is true, and I further certify this response is made without prior understanding, agreement or connection with any corporation, firm or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign for the applicant firm. **Please print the following and sign your name.**

Tank 1 - 250,000 / 500,000 GST Steel Standpipe

\$ 332,750.00

Tank 2 - 1,200,000 – Concrete GST

\$ 132,000.00

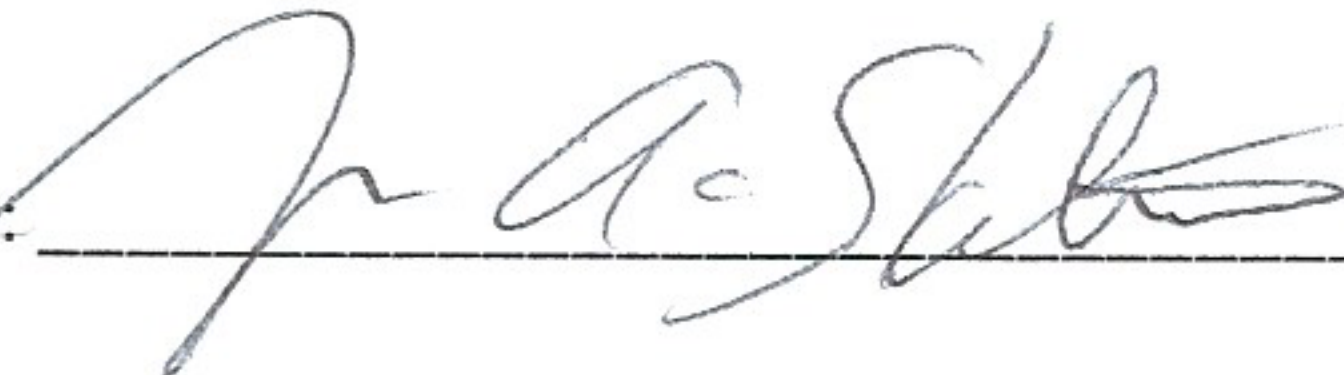
Tank 3 - 10,000 – Steel HydroPneumatic

\$ 63,800.00\$ 528,550.00 Total

The above represents the cost over the contract term for the all-inclusive tank maintenance requested in this solicitation.

Total Contract Sum of Bid in Words: Five Hundred Twenty-Eight Thousand
Five Hundred Fifty Dollars

NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: Southern Corrosion, Inc. - James A Skilton TITLE: PresidentADDRESS: 738 Theima Rd, Roanoke Rapids, NC 27870PHONE: 252-535-1777 FAX: 252-535-1777E-MAIL ADDRESS: sc@tankcare.netBIDDER SIGNATURE: DATE: 3/19/24

Corporate Seal or Notarization below date



EXHIBIT C

Addendum 1 – Water Tank Maintenance Services

February 21, 2024

A question was presented, “***does the City prefer a 10-year fixed cost only or would the City consider an annual CPI adjustment each year over that 10-year period?***”

Response: The City is open to an annual CPI adjustment each year throughout the 10-year period. The Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics for all Urban Consumers for the South Region under Services (bls.gov/regions/southeast/news-release/consumerpriceindex_south.htm) as of January of each year with an effective increase to the agreement May of each year or remain unchanged, but not decreased rounded to the nearest dollar. The CPI Factor may not be more than ten percent (10%) per annum or 25% over any five (5) year period.

Addendum 2 – Water Tank Maintenance Services

February 22, 2024

A question was asked, *“Would like to request a walk through inside the tanks so that we can give a proper bid at your earliest convenience”.*

Response: Yes, please see the below requirements.

Requirements:

Email Karen Miller, kmiller@ci.zephyrhills.fl.us asking for internal inspection access on March 1 and provide a Certificate of Insurance. This needs to be received **BEFORE 5:00 p.m. on Thursday, February 29th** so the inspection can be allowed.

The certificate needs to list the City of Zephyrhills listed as Certificate Holder and a description listed as **Internal inspection of Water Tank, viewing through hatch on reclaim tank.**

There will be **no** access to the hydro tank (small tank)

DATE: Friday, March 1

TIME: 9:00 AM

1st Location: 7291 Dairy Road

2nd Location: 39825 Alston Road

Access will be provided by City Employee to those who attended the original site tour.

Those inspecting the internal tanks will need to supply their own safety harnesses. A City employee will inspect the harness before access can be provided.

Not more than two people will be allowed up on the tower at a time.

Addendum 3 – Water Tank Maintenance

February 26, 2024

Several items were requested from the Site Tour held on February 22, 2024. They are:

Water:

Last Maintenance	USG is currently working on a few minor repairs
Last Inspections	07-2023
Reported Issues	Once current repairs are made, no other reported issues
Last Coating	Unsure of coating/painting definitions
Last Painting touchup in 6-2022	Dry interior 10-2013, Interior 10-2016, exterior 01-2018

Frequency Schedule:

Maintenance	Wash-outs even years (Both EST/GST cannot be done at same time)
Inspections	Visual inspections odd years
Repair of Reported Issues	As soon as possible
Coating	Unsure of coating/painting definitions
Painting	10 years/as needed (both EST/GST cannot be done at same time)

Safety Data Sheet – Sodium Hypochlorite and Poly Orthophosphate, attached

Utility Service Contract, attached

	Small Tank	Reclaimed Tank
--	------------	----------------

Waste Water:

Last Maintenance	1/2022	1/2022
Last Inspections	Daily for leaks	Daily for leaks
Reported Issues	None	None
Last Coating	None	N/A-None Seen
Last Painting	1997	5/2021

Frequency Schedule

Maintenance	As Necessary	As Necessary
Inspections	Every 2 years	Every 2 years
Repair of Reported Issues	ASAP	ASAP
Coating	If Necessary	If Necessary
Painting	5-10 Yrs Dependent Upon Condition for Both	

Diagrams of the Reclaim Tank, attached



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET SODIUM HYPOCHLORITE

REVISED 01/01/2020

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier

Product name: Ultra-CHLOR

Product code(s): 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)

Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach

REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Uses: Cleaner, Disinfectant, Biocide and Sanitizer

Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)

Odyssey Manufacturing Co.

1484 Massaro Boulevard

Tampa, Florida 33619

+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:

1-800-ODYSSEY (Florida)

1-813-635-0339 (Outside Florida)

1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture

Classification REGULATION (EC) No 1272/2008

Skin Corrosiveness: 1B; Skin Irritant: 2

Eye Irritant: 2

Aquatic Acute: 1

Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements

Labeling Regulation (EC) No 1272/2008

Hazard pictograms



Signal word:

DANGER

Hazard statements:

H314 – Causes severe skin burns and eye damage

H319 – Causes serious eye irritation

H400 – Very toxic to aquatic life

[Prevention]

P260 – Do not breathe dusts or mists.

P264 – Wash hands or any exposed skin areas thoroughly after handling.

P273 – Avoid release to the environment.
P280 – Wear protective gloves/protective/clothing/eye protection/face protection.

[Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing.
Rinse skin with water/shower.
P363 – Wash contaminated clothing before reuse.
P304 + 340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P310 – Immediately call a POISON CENTER or doctor/physician.
P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.
[Storage] P405 – Store locked up.
[Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC



Risk phrases:
R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.

Safety phrases:
S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 16.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31: N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
83.6 - 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful if inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excess of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

*****For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 267-2675 within 15 minutes!!!*****

In the event of a spill, contact either hazardous chemical response company or Odyssey Manufacturing for assistance. Odyssey Manufacturing Co. has a contract with American Compliance Technology, Inc. (ACT) out of Bartow, Florida to perform emergency response and hazardous material and environmental services cleanup for its facilities, its transportation vehicles and its customer's facilities and transportation vehicles. They can be reached at 800-226-0911.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for lifting and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m ³ TWA; skin	0.5 ppm as CL ₂ TWA; 1 ppm as CL ₂ STEL, A4	2 mg/m ³ STEL
Sodium Hydroxide	1310-73-2	2 mg/m ³ TWA	2 mg/m ³ Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide. Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1gm/ kg oral (woman)

TDLo - 45mg/kg intravenous (man)

LD₅₀ - 5,800 mg/kg (mouse)

LD₅₀ - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat; 40-60 mg/m³ may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult - 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms - Salmonella typhimurium 1mg / plate (-S9)

DNA repair - Escherichiacoli 20 µg/ disc;

DNA damage - Escherichiacoli 420 µmol/L;

Phage inhibition capacity - Escherichiacoli 103 µg/ well

Micronucleus test - non-mammalian species multiple 200 ppb

Cytogenetic analysis - non-mammalian species multiple 120 µg/ L

Cytogenetic analysis - human lymphocyte 100 ppm 24hour(s)

Sister chromatid exchange - human embryo 149 mg/ L

Cytogenetic analysis - hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION**12.1 Toxicity Aquatic Ecotoxicity:**

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC ₅₀ – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L
	LC ₅₀ – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC ₅₀ – Daphnia magna (Water flea), 96 h: 2.1 mg/L
	LC ₅₀ – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC ₅₀ – Algae, phytoplankton, algal mat (Algae), 96 h: 90 µg/L (mortality)
	EC ₅₀ – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L
Acute phytotoxicity, aquatic plants:	Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability**Biodegradability**

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII- DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV- TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Packing Group: III
NAERG: Guide #154
Packaging Authorizations: Non-Bulk: 49 CFR 173.203; Bulk: 49 CFR 173.241
Packaging Exceptions: 49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III
Marine Pollutant: NO
EMS Number: F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III
Quantity Limitations: 49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III

Marine Pollutant: Yes (Refer to Refer to 171.4 and 172.322 for further guidance)

Signal Word: DANGER

Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)



SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory.

This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depleters.

This product does not contain any Class 2 Ozone depleters.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI.

Canada

WHMIS Hazard Symbol and Classification:



Class E – Skin Irritant

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the SDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL)	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

*"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.

*"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard

0 = INSIGNIFICANT

1 = SLIGHT

2 = MODERATE

3 = HIGH

4 = EXTREME



Splash Goggles



Gloves

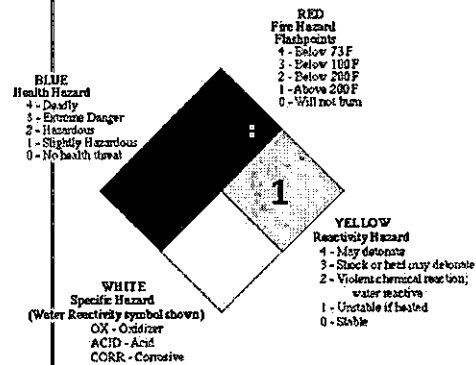


Protective Apron



Vapor Respirator

National Fire Protection Association (NFPA)

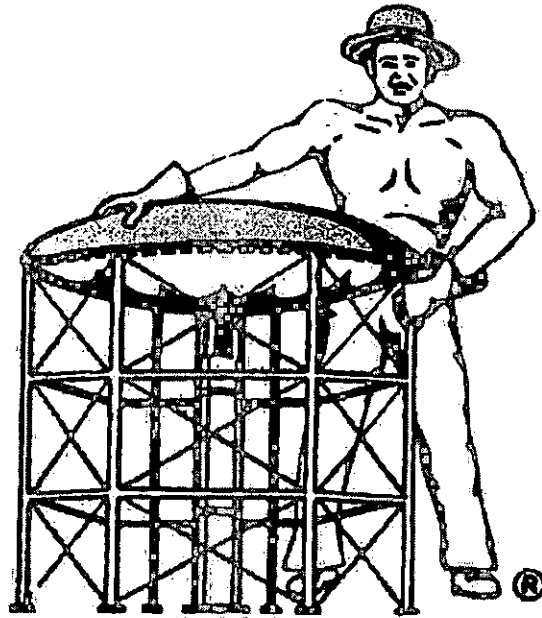


For additional information, contact our technical service department.

Information contained in this SDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.

UTILITY SERVICE co., inc.

WATER TANK MAINTENANCE CONTRACT

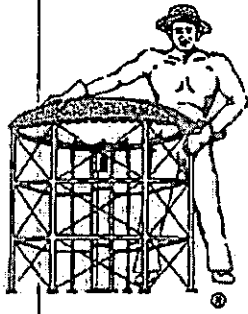


Owner CITY OF ZEPHYRHILLS

Tank Size 750,000 STANDPIPE

Location ZEPHYRHILLS, FLORIDA

Date APRIL 18, 2000



UTILITY SERVICE co., Inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF ZEPHYRHILLS hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 750,000 gallon water storage tank located at ZEPHYRHILLS, FLORIDA.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2000. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2001, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ \$13,406.00 has been established for this tank. SEE ADDENDUM NO. 1 WHICH ESTABLISHES ANNUAL FEE AS A RESULT OF MAJOR UP FRONT RENOVATION.

In year 2006 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components [ANY MODIFICATIONS, INCLUDING ANTENNA INSTALLATIONS, MUST BE PRE-APPROVED BY UTILITY SERVICE CO., INC.] This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 24th day of April, 2000.

OWNER:

UTILITY SERVICE CO., INC.

Clyde C. Brackwell

Tim McDaniel

by CLYDE C. BRACKWELL, COUNCIL PRESIDENT
title

by TIM MCDANIEL, FL REPRESENTATIVE
title

witness Linda D. Boren

witness Regina J. Arthur

seal:

seal:

Addendums to Contract Number 750,000 STANDPIPE, Dated 4-18-00

No. 1

This tank shall be renovated on the complete exterior during the first year of the program. Prior to the second year anniversary, the interior surface areas associated with the 250,000 gallon tank will be totally renovated. Prior to the third year anniversary, the surface areas associated with the 500,000 gallon tank will be totally renovated. Beginning in Year 2, the interior surface areas will be washed out and disinfected on alternate years. As a result of the major upfront renovation, the annual fee associated with this tank during the period Year 1 through Year 5 shall be \$33,135.00. Beginning in Year 6, the tank shall be under program at the established base fee of \$13,406.00 per year.

Utility Service Co., Inc.

by Sam M. Daniel

date 4-18-00

witness Regina J. Arthur

Owner

by Ch. C. Bracknell

date 4-24-2000

witness Linda D. Boen

No. 2

PAYMENT TERMS: The first year's fee is due upon completion of the major up front renovation project. Beginning in Year 2 and each year thereafter on the anniversary date of the contract, the Owner has option to pay the annual fee in the following schedule.

QUARTERLY, SEMI-ANNUAL, OR LUMP SUM

PLEASE CIRCLE PREFERRED METHOD OF PAYMENT

Utility Service Co., Inc.

by Sam M. Daniel

date 4-18-00

witness Regina J. Arthur

Owner

by Ch. C. Bracknell

date 4-24-2000

witness Linda D. Boen

No. 3

The major upfront renovation associated with this tank will be completed during the first three [3] years of the contract document which represents a total project cost of \$138,866.00. In event City Officials elect to cancel the contract prior to the fifth year anniversary, any outstanding balance shall be due within thirty [30] days of cancellation.

Utility Service Co., Inc.

by Sam M. Daniel

date 4-18-00

witness Regina J. Arthur

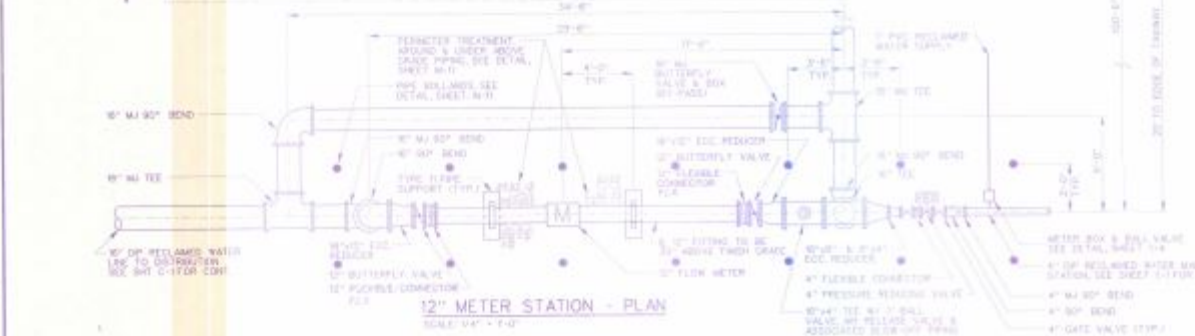
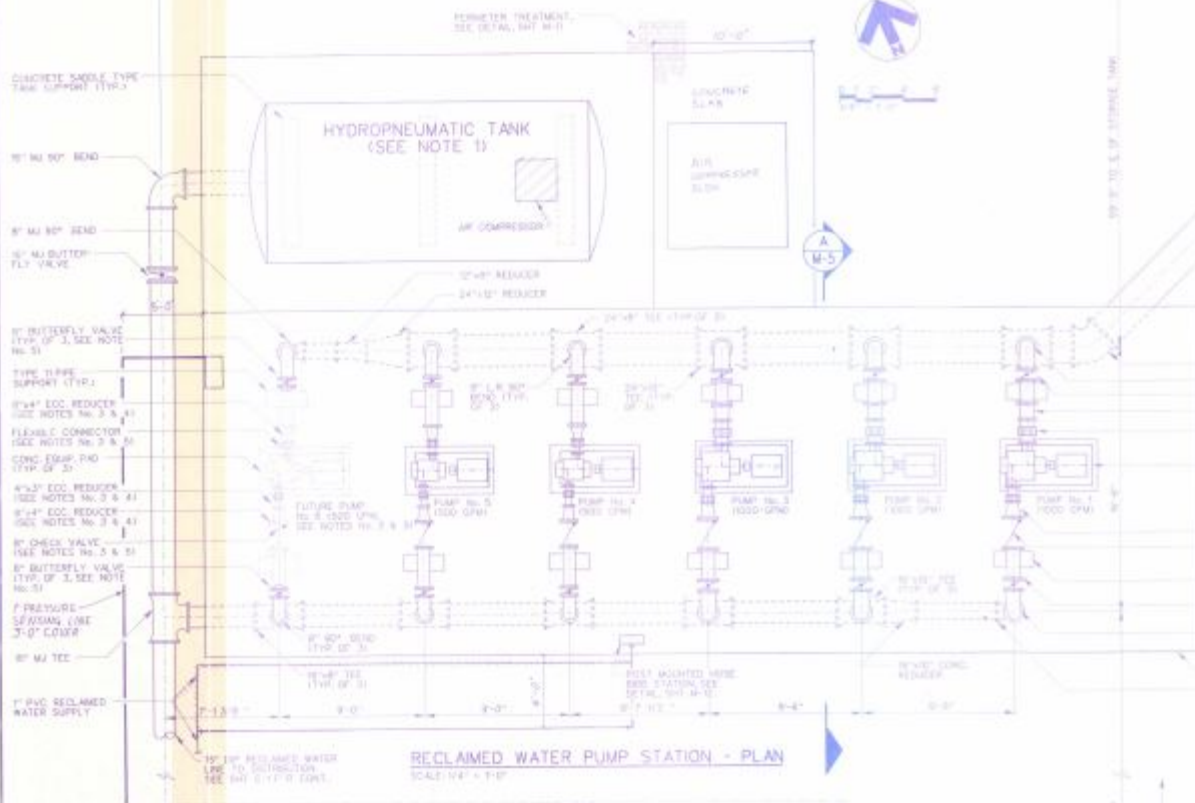
Owner

by Ch. C. Bracknell

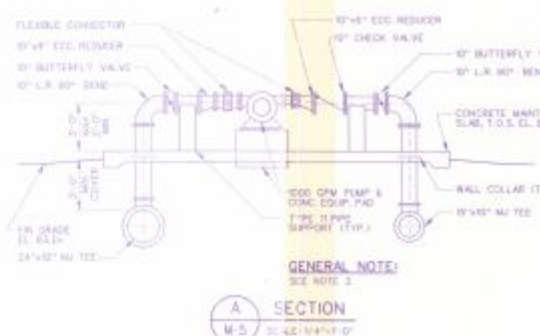
date 4-24-2000

witness Linda D. Boen





- NOTES:**
1. DETAILS REGARDING THE HYDRO-PNEUMATIC TANK SHALL BE AS SHOWN IN THE PLAN VIEW AND ARE TO BE REVIEWED & APPROVED.
 2. CONNECTIONS/CONFIGURATIONS FOR THE 600 GPM PUMP SHALL BE AS SHOWN IN THE PLAN VIEW AND ARE TO BE REVIEWED & APPROVED.
 3. 1000 GPM PUMPS ARE TO BE INSTALLED WITH A 10' VENT PUMP SUCTION AND DISCHARGE SIZES.
 4. THE REQUIRED REDUCER SIZE UPSTREAM AND DOWN PUMPS MAY VARY DEPENDING ON PUMP MANUFACTURER. THE REQUIRED REDUCER SIZE SHALL BE AS SHOWN IN THE PLAN VIEW AND ARE TO BE REVIEWED & APPROVED.
 5. PROVIDE 8" BLIND FLANGES ON THE (2) 8" BUTTERFLY VALVES SHOWN BETWEEN THE (2) 8" BUTTERFLY VALVES ON FUTURE PUMP NO. 6 INSTALLATION.
 6. ALL PUMP DISCHARGE PIPING SHALL BE RESTRAINED PER DISCHARGE PIPING FROM THE PUMPS TO RECLAIMED WATER MAIN AND CONNECTION TO THE 12" METER STATION.





SAFETY DATA SHEET

Issue Date: 11-May-2015

Revision Date: 02-Dec-2021

Version 1

1. Identification

Product identifier

Product Name: ClearFlow PT 2536

Other means of identification

Product Code: 42803

Synonyms: Condensed Inorganic Phosphate Blend

Recommended use of the chemical and restrictions on use

Recommended Use: Industrial, Manufacturing or Laboratory use.

Restrictions on Use: None known

Details of the supplier of the safety data sheet

Manufacturer: Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
(612) 331-6910

Emergency telephone number

Emergency Telephone: CHEMTREC: 1-800-424-9300 (US) / +1 703-741-5970 (International)

Other Information

Corrosion Inhibitor

2. Hazard(s) identification

Classification

This chemical is not considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Hazards not otherwise classified (HNOC)

Not applicable

Label elements

Signal word: None

Hazard statements:

Not a hazardous substance or mixture according to the Globally Harmonized System (GHS)

As part of good industrial and personal hygiene and safety procedure, avoid all unnecessary exposure to the chemical substance and ensure prompt removal from skin, eyes and clothing.

Unknown Acute toxicity: Not applicable

Other Information

Not applicable

3. Composition/information on ingredients

Chemical name	CAS No	Weight-%
Trade Secret 1	Trade secret	32-38
Trade Secret 2	Trade secret	6-12
Trade Secret 3	Trade secret	Proprietary
Water	7732-18-5	Balance

Any concentration shown as a range is due to batch variation or the exact percentage has been withheld as a trade secret.

4. First-aid measures

Description of first aid measures

Inhalation	Remove to fresh air. If symptoms persist, call a physician.
Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin contact	Immediately flush eyes or skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. If skin irritation persists, call a physician.
Ingestion	Clean mouth with water and drink afterwards plenty of water. If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms No information available.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. Fire-fighting measures

Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Large Fire	CAUTION: Use of water spray when fighting fire may be inefficient.
Unsuitable extinguishing media	Do not scatter spilled material with high pressure water streams.
Specific hazards arising from the chemical	Thermal decomposition can lead to release of irritating and toxic gases and vapors. Do not allow run-off from fire-fighting to enter drains or water courses.
Hazardous combustion products	Phosphorus oxides. Sodium oxides. Carbon oxides.
Explosion Data	
Sensitivity to mechanical impact	None.
Sensitivity to static discharge	None.
Special protective equipment for fire-fighters	Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear. Use personal protection equipment.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Personal precautions Ensure adequate ventilation.

Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so. Keep out of drains, sewers, ditches and waterways.
Methods for cleaning up	Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Pick up and transfer to properly

labeled containers. Clean contaminated surface thoroughly. After cleaning, flush away traces with water.

7. Handling and storage

Precautions for safe handling

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible Materials Strong reducing agents. Strong oxidizing agents, strong acids, and strong bases.

8. Exposure controls/personal protection

Control parameters

Exposure Limits This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Appropriate engineering controls

Engineering controls Showers
Eyewash stations
Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection Tight sealing safety goggles.

Skin and body protection Wear suitable protective clothing.

Respiratory protection No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required.

Environmental exposure controls Do not allow into any sewer, on the ground or into any body of water.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical State: Liquid
Appearance: Aqueous solution
Color: Clear
Odor: Odorless
Odor Threshold: No information available

pH: No information available
Salt Out Point: No information available
Melting Point/Freezing Point: -14 °C / 7 °F
Boiling Point/Boiling Range: No information available
Flash Point: No information available
Evaporation Rate (BuAc=1): No information available
Flammability (solid, gas): No information available
Flammability Limits in Air: No information available
Vapor Pressure (mm Hg): No information available
Vapor density (Air =1): No information available
Specific Gravity (H₂O=1): No information available
Water Solubility: No information available
Solubility(ies): No information available
Partition Coefficient No information available

(n-octanol/water):

Autoignition Temperature:	No information available
Decomposition Temperature:	No information available
Kinematic Viscosity:	No information available
Dynamic Viscosity:	No information available

Other information

Explosive properties	No information available
Oxidizing properties	No information available
Molecular Weight:	N/A

10. Stability and reactivity

Reactivity	No information available.
Chemical stability	Hygroscopic.
Possibility of hazardous reactions	None under normal processing.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible Materials	Strong reducing agents. Strong oxidizing agents, strong acids, and strong bases.
Hazardous decomposition products	Phosphorus oxides. Sodium oxides. Carbon oxides.

11. Toxicological information**Information on likely routes of exposure****Product Information**

Inhalation	Specific test data for the substance or mixture is not available.
Eye contact	Specific test data for the substance or mixture is not available.
Skin contact	Specific test data for the substance or mixture is not available.
Ingestion	Specific test data for the substance or mixture is not available.

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	No information available.
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Numerical measures of toxicity**Acute Toxicity:**

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral)	12,921.90 mg/kg
ATEmix (dermal)	20,280.95 mg/kg

Component Information

Chemical name	Oral LD ₅₀ :	Dermal LD ₅₀ :	LC ₅₀ (Lethal Concentration):
Trade Secret 1	= 8290 mg/kg (Rat)	> 7940 mg/kg (Rabbit)	> 0.83 mg/L (Rat) 4 h
Trade Secret 2	= 3053 mg/kg (Rat)	-	-
Trade Secret 3	= 5,000 mg/kg (Rat)	-	-
Water 7732-18-5	> 90 mL/kg (Rat)	-	-

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation	No information available.
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Serious eye damage/eye irritation	No information available.
Respiratory or skin sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.
Reproductive toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Aspiration hazard	No information available.
Other Adverse Effects:	No information available.

12. Ecological information

Ecotoxicity The environmental impact of this product has not been fully investigated.

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to microorganisms	Toxicity to daphnia and other aquatic invertebrates
Trade Secret 3	>100 mg/L (EC50 72h Algae)	>1,000 mg/L (LC50 96h Sheepshead minnow) >1,000 mg/L (LC50 96h Fish)	-	320 mg/L (EC50 48h Water Flea) 186 mg/L (EC50 48h Acartia tonsa) >1,000 mg/L (EC50 72h Skeletonema sp.)

Persistence and Degradability: No information available.

Bioaccumulation: There is no data for this product.

Component Information

Chemical name	Partition Coefficient:
Trade Secret 3	<0

Mobility: No information available.

Other Adverse Effects: No information available.

13. Disposal considerations

Waste treatment methods

Waste from residues/unused products Dispose of in accordance with local, state, and national regulations. Dispose of waste in accordance with environmental legislation.

Contaminated packaging Do not reuse empty containers.

14. Transport information

DOT

Description

Not DOT Regulated

15. Regulatory information**International Inventories**

Chemical name	TSCA	AICS	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS
Trade Secret	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Trade Secret	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present
Water 7732-18-5	Present ACTIVE	Present	Present	-	Present	-	Present	Present	Present	Present

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory**AICS** - Australian Inventory of Chemical Substances**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances**ENCS** - Japan Existing and New Chemical Substances**IECSC** - China Inventory of Existing Chemical Substances**KECL** - Korean Existing and Evaluated Chemical Substances**PICCS** - Philippines Inventory of Chemicals and Chemical Substances**US Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Under the amended regulations at 40 CFR 370, EPCRA 311/312 Tier II reporting for the 2017 and later calendar years will need to be consistent with updated hazard classifications.

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

Clean Water Act (CWA)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

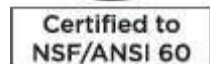
OSHA - Process Safety Management - Highly Hazardous Chemicals

This product does not contain any substances regulated under Process Safety Management (29 CFR 1910.119).

Department of Homeland Security - Chemical Facility Anti-Terrorism Standards (CFATS)

This product does not contain any substances regulated under the Chemical Facility Anti-Terrorism Standards (6 CFR 27).

16. Other information**NSF/ANSI 60 Certification**



**Maximum Use (mg/L unless
otherwise indicated):** 24

Prepared By: HSE Department
Issue Date: 11-May-2015
Revision Date: 02-Dec-2021
Revision Note: Format change. Reviewed and Re-issued.

Disclaimer:

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

CONSENT ITEMS 2.5

Supplemental No. 1 to FDOT Contract No. G2151 - FPN 450716-1-54-01 South Avenue Extension 24-23-01 (National Guard)

Issue:

Attached is the supplemental agreement from FDOT to allow the purchase of right-of-way to be covered by the state appropriation.

Background:

The City requested funding from the State of Florida through an appropriations request to cover the purchase of right-of-way, design, and construction of the South Avenue extension; however the agreement executed on April 20, 2023, did not allow for purchase of right-of-way. The attached document amends the agreement to allow the purchase of right-of-way to be covered by the appropriation.

Attachment(s):

1. 450716 1 South Ave Ext SFGA - Supp 1
2. 24-23-01 South Avenue Extension - National Guard

Fiscal Impact:

Approval of the amendment allows for the cost of right-of-way acquisition to be covered by the state appropriation.

Staff Recommendation:

Staff recommends approval of supplemental No. 1 to South Avenue extension project with FDOT

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G2I51

FPN

450716-1-54-01Recipient: City of Zephyrhills

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on April 20, 2023 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

To modify Section 2 - Purpose of the Agreement and the project description in Exhibit A to incorporate all phases of this State Appropriations Grant to include design, right of way, construction, and construction engineering inspection (CEI) activities. All phases will be reflected as the Department's FPN - 450716-1-54-01. The Department shall review and approve all right of way activities performed by the City.

Reason for this Supplemental and supporting engineering and/or cost analysis:

No change in cost.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:

City of Zephyrhills

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name: Kenneth M. Burgess, Jr.

Title: Council President

By: _____

Name: Justin Hall

Title: Director of Transportation Development

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: <u>450716 1 54 01</u>	Fund: <u>GR23, LF</u> Org Code: <u>55074010706</u>	FLAIR Category: <u>088862/23</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>14 (Pasco)</u>	Contract No: <u>G2I51</u>	Vendor No: <u>F596000455003</u>

April 20, 2023

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,

(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and City of Zephyrhills, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Local Transportation Projects , Specific Appropriations SB2339 , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction and construction engineering inspection (CEI) activities for the South Avenue Extension - National Guard Entrance Road project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 03/26/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$2,629,911.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,940,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Zephyrhills

By: 
Name: Jodi Wilkeson
Title: City Council President

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: 
1CDBAE37B48D4D0...
Name: Justin Hall
Title: Director of Transportation Development

Legal Review:

DocuSigned by:
By: 
844ABB3212BB414
Name: Martin Hernandez

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIESFPN: 450716 1 54 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Zephyrhills (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: This project includes the design, construction and construction engineering inspection (CEI) activities for the South Avenue Extension - National Guard Entrance Road project. This project is approximately 0.25 miles roadway extension of South Avenue and intersection improvements at 6th Avenue and South Avenue to provide access to the proposed National Guard site. The roadway extension includes potable water distribution, wastewater collection systems, and stormwater improvements to be designed. This project will also include roadway construction for earthwork, rough and final grading, roadway paving, curb and gutter, storm sewer, potable watermain, gravity wastewater main, sidewalks, signing, and pavement markings.

The intersection of 6th Avenue and South Avenue is to be improved by adding a fourth leg and will become a 4 way stop. Signage and striping will be added for traffic flow and safety per FDOT standards and specifications.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency will be issued a Notice to Proceed for the design phase after final execution of this agreement.

The Agency will be issued a separate Notice to Proceed for the construction and CEI phase of the project once the final plans and required documentation has been approved by the Department.

The Agency will not move forward with any other project phases without receipt of a Notice to Proceed for the phase from the Department.

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work to be performed by a consultant.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for

consultants/contractors and their subs to comply with the agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: <https://pdl.fdot.gov/>

The Agency will submit 100% and final design plans (at a minimum) to the Department for review and approval.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

- 1.Right of Way Certification Form
- 2.Rail Clear Letter
- 3.Permits Clear Letter
- 4.Utilities Clear/Coordinated LetterProc
- 5.Consultant's Competitive Negotiations Act (CCNA) Clear Letter (Only applicable for a Professional Services phase if Department is participating in this phase)
6. Contamination Certification

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a Project Environmental Impact Report (PEIR) to support its acquisition of appropriate environmental permits and satisfy other agreements with the Department.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) 100% plans and project clears submitted to the Department by 05/01/2023.
- c) Design to be completed and submitted to the Department by 09/05/2023.
- d) Construction contract to be let by 12/29/2023
- e) Construction to be completed by 11/26/2024.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to the Agency for the design phase after final execution of this agreement.

The Department will issue a separate Notice to Proceed for the construction and CEI phase of the project once the final plans and required documentation has been approved by the Department.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542		FINANCIAL PROJECT NUMBER: 450716 1 54 01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Projects)	\$2,629,911.00	\$689,911.00	\$1,940,000.00	☐ In-Kind ☒ Cash
FY: 2023	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$2,629,911.00 %	\$689,911.00 %	\$1,940,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$2,629,911.00	\$689,911.00	\$1,940,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines
 District Grant Manager Name

DocuSigned by:

Marcia Haines

04/20/2023

Signature C80FEC56A9E444BB...

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETIONSTATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF ZEPHYRHILLS

PROJECT DESCRIPTION: This project includes the design, construction and construction engineering inspection (CEI) activities for the South Avenue Extension - National Guard Entrance Road project.

FPID#: 450716 1 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 809-23

A RESOLUTION OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING EXECUTION OF A STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF ZEPHYRHILLS FOR DESIGN, CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) ACTIVITIES FOR THE SOUTH AVENUE EXTENSION – NATIONAL GUARD ENTRANCE ROAD (FINANCIAL PROJECT NO. 450716 1 54 01).

WHEREAS, the State-Funded Grant Agreement is authorized under Section 334.044, 334.044(7), and Specific Appropriation SB2339, Chapter 2022-156, Florida Statutes, and grants the State of Florida Department of Transportation, hereinafter referred to as “DEPARTMENT,” the authority to function adequately in all areas of appropriate jurisdiction, including the implementation and balance transportation system; and

WHEREAS, the purpose of the State-Funded Grant Agreement hereinafter referred to as “AGREEMENT,” is to provide for the DEPARTMENT’S participation in the design, construction and Construction Engineering Inspection (CEI) activities for the South Avenue Extension – National Guard Entrance Road project, herein referred to as the “PROJECT;” and

WHEREAS, the City of Zephyrhills, hereinafter referred to as “AGENCY,” has the authority to enter into the State-Funded Grant Agreement, hereinafter referred to as “AGREEMENT,” and undertake the PROJECT; and

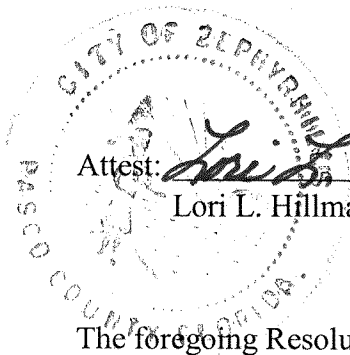
WHEREAS, the DEPARTMENT is willing to provide the AGENCY with financial assistance under Financial Project No. 450716 1 54 01, in the amount of One Million Nine Hundred Forty Thousand Dollars and Zero Cents (\$1,940,000.00) for design, construction and CEI services for the PROJECT; and

WHEREAS, the AGENCY agrees to complete the PROJECT in accordance with all applicable DEPARTMENT procedures, guidelines, manuals, standards, and directives, as described in the DEPARTMENT’S Local Agency Program Manual; and in accordance with Section 334.044 and 334.044(7), Florida Statutes; and

WHEREAS, the AGENCY agrees to bear all expenses in excess of One Million Nine Hundred Forty Thousand Dollars and Zero Cents (\$1,940,000.00) for design, construction and CEI services for the PROJECT and complete the PROJECT by July 28, 2024, with all final invoices and project closeout documents provided to the DEPARTMENT by November 28, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, in a regular session duly assembled, that the President is hereby authorized to execute the State Funded Grant Agreement that provides funding from the DEPARTMENT to the AGENCY for construction and CEI services for the South Avenue Extension – National Guard Entrance Road Project.

The foregoing Resolution No. 809-23 was read and passed, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, FL, on this 13th day of February, 2023.



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

Jodi Wilkeson
Jodi Wilkeson, Council President

The foregoing Resolution No. 809-23 was approved by me this 13th day of February, 2023.

Gene Whitfield
Gene Whitfield, Mayor

Approved as to legal form and legal content for the
sole reliance of the City of Zephyrhills
Matthew E. Maggard
Matthew E. Maggard, City Attorney

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title
and CSFA
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
☐ Small County Outreach Program (SCOP), (CSFA 55.009)
☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
☒ Local Transportation Projects, CSFA 55.039

***Award Amount:** \$1,940,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 North McKinley Drive
Tampa, FL 33612

JARED W. PERDUE, P.E.
SECRETARY

April 20, 2023

Audrey McGuire, AICP
Historic Preservation Specialist/Community Planner
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

RE: State Funded Grant Agreement- GR23 State Earmark
South Avenue Extension - National Guard Entrance Road
FPN: 450716 1 54 01 Contract Number: G2I51

Dear Ms. McGuire:

The State Funded Grant Agreement (SFGA) for the above referenced project was executed April 20, 2023, and is attached to this cover. This letter serves as the Notice to Proceed for the Design phase of the project and the County may incur costs related to this phase as of the execution date.

Please update the Key Contacts information in the Grant Application Process system (GAP), Agreements Detail tab, to include staff managing the project.

As noted in the agreement, please submit to the Department a CCNA Certification and Vendor Eligibility form prior to awarding the design contract.

The agency will not move forward with the Construction phase of the project until all requirements are met, and the Department has issued a separate Notice to Proceed for the phase.

If you have any questions, please call me at (813) 975-6134.

Sincerely,
DocuSigned by:

Marcia Haines

Marcia Haines

Local Programs Coordinator
marcia.haines@dot.state.fl.us

Enclosure

cc: Maurice Forbes, Accounting Services Supervisor; Sara Clark, Local Programs Administrator; Kristin Scholl, LAP Project Manager

CONSENT ITEMS 2.6

Community Hope and Intervention Project of Zephyrhills (CHIPZ, Inc.) Grant Agreement No. 24-24-04

Issue:

To advance the availability and access to services for the affected residents of the community.

Background:

The Community Hope and Intervention Project of Zephyrhills, Inc. (CHIPZ) is a charitable organization established to increase access to programs, services, and housing for the most vulnerable residents of Zephyrhills, Florida, and the immediate surrounding area. The vision of the corporation is to serve as a clearinghouse and centralized connection point for all services and aid available to assist and relieve the distress of the poor, underprivileged, mentally ill, and substance-addicted residents of the community. Also, the organization aims to advance the availability and access to services for the affected residents and increase access to emergency and sustainable housing for those experiencing homelessness.

Attachment(s):

1. GRANT AGREEMENT - CHIPZ_ INC.(30625727.1)

Fiscal Impact:

\$30,000

Staff Recommendation:

Staff recommends approval

GRANT AGREEMENT BETWEEN
THE CITY OF ZEPHYRHILLS AND CHIPZ, INC.

THIS AGREEMENT made and entered into this 13th day of May, 2024, by and between **City of Zephyrhills, a Florida municipal corporation** with a mailing address of **5335 8th St., Zephyrhills, FL 33542** (hereinafter “City”), and **CHIPZ INC.**, with a mailing address of **38120 15th Ave, Zephyrhills, Florida 33542**, which is within the city limits of the City of Zephyrhills, in the State of Florida, (hereinafter “Grantee”).

W I T N E S S E T H:

WHEREAS, City on occasion provides grants for qualified organizations to complete specified programs and projects, which constitute a public purpose or provide a public benefit (hereinafter “Grants”); and

WHEREAS, the Grantee has requested the City provide grant monies in the amount of Thirty Thousand and 00/100s Dollars (\$30,000.00) to assist in furthering its mission; and

WHEREAS, all Grant monies under this Program shall be expended for the benefit of the greater Zephyrhills area, specifically as outlined in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:

1. **RECITALS**: The above WHEREAS clauses are true and correct and are hereby incorporated into this Agreement by reference.

2. **GRANT**: City hereby awards Grantee a new Grant in the amount of Thirty Thousand Dollars and 00/100 (\$30,000.00). City shall distribute the funds under this Grant Agreement within forty-five (45) days of the execution of this Agreement.

3. **CONDITIONS**:

- a. Grantee shall use funds for purposes of furthering its mission to serve as a clearinghouse and centralized connection point for all services and aid available to assist and relieve the distress of the poor, underprivileged, mentally ill, and substance addicted residents of the greater Zephyrhills community.
 - b. Grantee may use the funds to assist with its homelessness initiatives; hire a community liaison/grant writer/resource coordinator and to provide wrap around resources; the providing of financial services, rapid re-housing and housing initiatives, for those in need.
 - c. The following are non-allowable expenditures: lobbying or attempting to influence federal, state, or local legislation; private entertainment, food, beverages, bad debts, contingencies, fines and penalties, interest, or other financial costs, contributions and/or donations.
4. **TERM:** This grant is a one-time grant which is to be used or allocated for expenditures directly associated with the services provided as referenced above.
5. **APPLICABLE LAWS:** The Grantee must comply with all applicable laws, ordinances, and codes and shall, at its own expense, be responsible for all other fees or charges associated with the performance of the project or any other activities under this Agreement.
6. **INDEMNIFICATION:** The Grantee shall indemnify and hold the City harmless, including its elected and appointed officials, agents, contractors and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs, and attorney's fees on appeals rising out of or resulting from the carrying out of this Agreement, arising out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement, except if due to a negligent act of the City.

7. **AUDIT**: For a period of up to seven (7) years, after the end of the fiscal year in which the Grant is awarded or termination of this Agreement, to City shall have the right to review and audit any and all financial records or any other records having to do with this Agreement, at any time. Grantee agrees to cooperate fully on any review or audit conducted by City.

8. **REPAYMENT PROVISION**: The Grantee shall immediately pay back the grant funds provided herein if, at any time, the Grantee is determined to be in breach of contract as outlined herein.

9. **BREACH OF CONTRACT**: The City shall have the sole discretion to determine that Grantee has breached this Agreement. A breach shall include, but not be limited to, failure to utilize the funds as directed within this Agreement and failure to allow the City to audit the financial records of the Grantee. If the Grantee is found to be in breach of contract pursuant to this paragraph, Grantee shall be precluded the Grantee from applying for any further grants from the City.

10. **GRANTEE AS INDEPENDENT CONTRACTOR**: It is agreed between the parties that the Grantee is a third party not-for-profit entity and independent contractor and is not an employee or agent of the City.

11. **AMENDMENTS**: Any such amendments must be mutually agreed upon by the parties and must be in writing.

12. **NOTICES**: Any notices to the Grantee, under this Agreement, shall be mailed to:

**CHIPZ INC.
38120 15TH AVE.
ZEPHYRHILLS, FL 33542**

Any notices to the City, under this Agreement, shall be mailed to:

**CITY OF ZEPHYRHILLS
CITY MANAGER
5335 8th STREET
ZEPHYRHILLS, FL 33542**

With copy to: **MATTHEW E. MAGGARD, ESQ.
SHUMAKER, LOOP & KENDRICK, LLP
13134 US HIGHWAY 301
DADE CITY, FL 33525**

13. **ENTIRE AGREEMENT**: This Agreement incorporates the entire Agreement between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.

14. **GOVERNING LAW AND VENUE**: This Agreement will be governed by and construed in accordance with the laws of State of Florida, and venue shall be Dade City, Pasco County, Florida.

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement on this 13th day of May, 2024.

ATTEST:

CITY OF ZEPHYRHILLS

Lori L. Hillman, MMC City Clerk

By: _____
Kenneth M. Burgess, Jr., Council President

[The remainder of this page is intentionally left blank.]

Witnesses:

CHIPZ INC.

Signature

By: _____
_____, President

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

PERSONALLY APPEARED before me, the undersigned authority, _____
_____ as President of and on behalf of CHIPZ INC., personally known to
me or who produced a driver's license as identification, and he/she acknowledged before me that
he/she executed the foregoing instrument on behalf of Samaritan Project of Zephyrhills, Inc. as its
true act and deed, and that he/she was authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2024.

Notary Public

Print Name: _____

My Commission Expires: _____

CONSENT ITEMS 2.7

Approval of City of Titusville Piggyback with InfoSend Agreement No. 41-24-17 for Utility Billing Printing and Mailing Services

Issue:

The Utility Billing department is looking for a company to handle the printing and mailing services of our utility bills.

Background:

When the City contracted out the utility billing customer service to Fathom in 2016, the printing and mailing of the utility bills was a service that they provided. In 2019, when Fathom went out of business, we contracted with MuniBilling, which was able to continue the printing and mailing of the utility bills. Now that we are bringing the utility billing customer services back in house, we were looking for a company to continue the printing and mailing services. The amount of staff time and additional equipment that would need to be purchased to provide those services in house will exceed the cost of outsourcing.

InfoSend will be able to print and mail our utility bills, as well as add a custom-designed backer page, add additional important messages on the bills as needed, offers envelope messaging or "snipes" and allows custom flyers to be added to each mailing as needed. InfoSend also allows us to upload suppression files for customers who are on paperless billing or autopay to cut down on the costs of printing and mailing a bill to them.

We will go from paying 30 cents per mailed item to less than 14 cents.

Attachment(s):

1. Piggyback of Agreement City of Titusville and InfoSend with Exhibit A

Fiscal Impact:

For FY 2024 printing and mailing services was budgeted at \$100,000. This expense line item will cover the last remaining costs of MuniBillings services and the start of InfoSend's services for the remaining of FY 2024.

Staff Recommendation:

Staff recommends Council's approval of the City of Titusville Piggyback with InfoSend as presented.

**AGREEMENT TO PIGGYBACK A CONTRACT
FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY
AGREEMENT NO. 41-24-17**

WHEREAS, Infosend, Inc., a California corporation authorized to do business in the State of Florida, having a mailing address 4240 E. La Palma Avenue, Anaheim, CA 92807 (“Contractor”) entered into an agreement dated April 22, 2022, with the City of Titusville, a Florida municipal corporation, for Utility Bills Printing and Mailing Service Contract (“Agreement”), procured pursuant to F.S. §287.057, Bid Number 23-B-004/TB.

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

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

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

1. Infosend, Inc., a California corporation authorized to do business in the State of Florida, having a mailing address 13891 Jetport Loop, Fort Myers, FL 33912 (“Contractor”) entered into an agreement dated April 22, 2022, with the City of Titusville, a Florida municipal corporation, for Utility Bills Printing and Mailing Service Contract (“Agreement”), procured pursuant to F.S. §287.057, Bid Number 23-B-004/TB. Said Agreement is attached hereto as Exhibit “A” and made apart hereof by reference.
2. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and Amendment to perform the services set forth therein for the City in accordance with the terms of said Agreements until the work is completed.
3. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement and Amendment until the work is completed.
4. **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.**

INFOSEND, INC.

Name: _____
Title: _____
Date: _____

WITNESS

Name: _____
Date: _____

CITY OF ZEPHYRHILLS

Kenneth M. Burgess, Jr. Date
City Council President

ATTEST

Lori L. Hillman Date
City Clerk



**EXHIBIT
A**

**UTILITY BILLS PRINTING AND MAILING
SERVICE CONTRACT SV23B004/TB**

THIS AGREEMENT, made and entered into this 4th day of February, 2023, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and Infosend, Inc., a, Florida registered foreign profit corporation, whose principal office address is located at 4240 E LA Palma Ave, Anaheim, CA 92807, hereinafter referred to as the ("Contractor"), sets forth that;

WHEREAS, the City desires to engage the services of a licensed, qualified and experienced Contractor who has special and unique competency in Customer Communication; and

WHEREAS, the Contractor represents that it is duly licensed and it has such competence and experience in providing these services; and

WHEREAS, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

WHEREAS, at the regular City Council meeting of January 10, 2023, the award of this contract was duly considered and approved; and

WHEREAS, the City and the Contractor desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. TERM. The term of this Agreement shall be for two (2) years from the effective date hereof, renewable for up to three (3) additional years in (1) year increments upon mutual written consent of the parties within 60 days prior to expiration of term.

2. AGREEMENT DOCUMENTS. The Agreement Documents (also called CONTRACT DOCUMENTS) consist of this Agreement, the Bid Documents for Invitation to Bid # 23-B-004/TB, attached hereto as Exhibit 1, Contractor's Bid dated 12/13/2022, with all related Documents, Addenda if any, attached hereto as Exhibit 2, any other documents listed in the Agreement Documents, and written modifications issued after execution of this Agreement, if any.

(a) Intent. The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish

minimum design standards of quality for the specified work. The intent of the Agreement Documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Agreement Documents and reasonably inferable from them as being necessary to produce the intended results.

(b) Entire and Sole Agreement. Except as specifically stated herein, the Agreement Documents constitute the entire agreement between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Agreement Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Agreement Documents.

(c) Amendments. The parties may modify this Agreement at any time by written agreement. Neither the Agreement Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The City Manager may authorize additional work provided it does not exceed \$25,000 and there are sufficient budgeted funds for it.

3. ENGAGEMENT OF CONTRACTOR. The City hereby engages the Contractor and the Contractor hereby agrees to perform on an as needed basis for the City professional services required for the printing of utility bills and associated envelopes, with the related mailing of the printed utility bills in accordance with the Agreement Documents.

Contractor Agrees that the Implementation period of shall be completed and tested prior to April 15th, 2023, to allow for a seamless transition from the current contractor.

4. SCOPE OF WORK AND RELATED DATA. The intent of the Scope of Work, and other Agreement Documents is that the Contractor furnishes all labor and materials, equipment, supervision, and transportation necessary to perform, on an as needed basis

allowed to take advantage of any errors or omissions in the Specifications. The City will provide full information when errors or omissions are discovered.

5. COMPENSATION. The City will pay the Contractor for the printing and mailing of utility bills at the unit prices indicated in the Contractor's proposal attached hereto as Exhibit "2". Payment shall be made for all Work completed by the Contractor during each calendar month which has been accepted by the City and has been properly documented. Payments shall not be made for Work deemed incomplete or deficient by the City. At the end of each month, the Contractor shall submit an invoice with the supporting documentation of all work completed and accepted by the City for that month to the City's Project Manager. Upon the receipt of a correct and proper invoice, the City agrees to pay the Contractor on a NET30 basis.

Claims. Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before work starts on the changes or revisions. If the Contractor deems that extra compensation is due for work not covered herein, or in a Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional work requested by the City until the parties execute an appropriate agreement. Such notice by the Contractor and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim.

6. CHANGE ORDERS. The City reserves the right to make such changes in the Specifications within the general scope of the Contract at any time by written Change Order. The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to \$25,000 or 10% of the latest contract amount, not to exceed \$50,000, provided that sufficient budgeted funds are available for this work.

for the City, professional services required for the printing of utility bills and associated envelopes, with the related mailing of the printed utility bills as described in Section 3 above, hereinafter referred to as "Work", unless specifically noted otherwise. Contractor is responsible for acquiring all the postage required for the mailing of the utility bills. Contractor shall produce and mail all utility bills within 48 hours of approval and receipt of the billing files. The Contractor must provide to the City written certification of the dates and time the utility bills are mailed within five (5) business days of the mailings. The Contractor shall do all the work described in the Contract Documents and all incidental work considered necessary to complete the Work entirely and ready for use in a manner acceptable to the City.

Any discrepancies found between the Contract Documents and/or any errors or omissions in the Contract Documents, shall be immediately reported to the City. The City shall promptly determine the validity and seriousness of the claimed condition and correct any such error or omission in writing, or otherwise direct Contractor. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

Any correction of errors or omissions in the Contract Documents may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by City. Where said correction of errors or omissions, except as provided in the next paragraph below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated between the parties and must be issued as a written change order before any such additional work is performed or no additional compensation shall be made.

The fact that specific mention of any part of work is omitted in the Contract Documents, whether intentionally or otherwise, when the same are usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by the Contract Documents. All work and material usual and necessary to make the Work complete in all its parts, whether or not they are indicated or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the same. The Contractor will not be

7. RELEASES. The Contractor may submit the Contractor's final request for payment when it is determined by the Contractor and City that all the Work has been completed in accordance with the terms of the Contract Documents.. Prior to final payment, the Contractor shall execute and deliver to the City a Contractor's Affidavit and Release of Claim for all claims against the City arising under or by virtue of the work order. Also, from each supplier or subcontractor who has notified the City of his right to file a Claim (Notice to City) or who is listed in the Contractor's Affidavit and Release of Claim as an unpaid potential Claimant, a Claimant's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

8. SCHEDULE. The Contractor shall perform the services outlined under Section 3 of this Agreement in a timely manner consistent with the schedule as stipulated in Bid #23-B-004/TB. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by serving written notice of suspension to the Contractor. In the event that the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this Paragraph without the City's permission. In the event that the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

9. TERMINATION FOR CAUSE. The Contract may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

- (a) Failing to carry forward and complete Work in accordance with the requirements hereof; or
- (b) Failing to comply with applicable laws, regulations, permits, or ordinances'; or
- (c) Failing to timely commence or continuously and vigorously pursue correction of defective Work; or
- (d) Making a general assignment for the benefit of its creditors; or
- (e) Having a receiver appointed because of insolvency; or

- (f) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it; or
- (g) Failing to make prompt payments, when properly due, to subcontractors, vendors, or others for materials or labor used in the work; or
- (h) Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this Contract for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the Work and finish the Work by whatever method(s) the City deems expedient -- and the Contractor and their Sureties shall be liable to the City/Owner for any excess cost incurred by the City. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing Work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City in addition to applicable liquidated damages. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

10. TERMINATION FOR CONVENIENCE. Notwithstanding any other provision of this Contract, the City may terminate this Contract for convenience or "at-will", in whole or in part, at any time without necessarily having a particular reason as determined to be in its best interest, upon ten (10) days written notice to the Contractor.

- (a) Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in the notice and shall place no further orders for materials, equipment, services or facilities except as-needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.
- (b) In the event of such termination, the Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to the receipt of notice of termination that cannot be returned to the Contractor.

Any such materials shall become the property of the City. Contractor waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

11. BANKRUPTCY. If the Contractor shall be adjudged bankrupt, insolvent, or financial condition defined under Title 11 of the United States Code effective at any time during contract term specified therein; or if he should make a general assignment for the benefit of their creditors; or if a receiver should be appointed for the Contractor or any of their property; or if he should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Document, then the City/Owner may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the City under the contract, terminate the Contractor's right to proceed with the work. In such case, the City may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the Contract Documents.

12. CITY'S PROJECT MANAGER. City shall designate a Project Manager. All work done shall be subject to the review of the City. Any and all technical questions which may arise as to the quality and acceptability of the work performed, or work to be performed, interpretation of Technical Specifications and all technical questions as to the acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

The Work shall be subject at all times to review by the City. Such review may include mill, plant, or shop inspection. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing and Contracting Administrator.

13. CONTRACTOR'S DUTY. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Unless otherwise provided in the Contract Documents, Contractor shall pay all sales, use and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all required federal, state and local licenses necessary to perform the Work required under the Contract Documents.

Contractor shall make no representations, warranties, or commitments binding the City without the City's written consent.

14. PERSONNEL. The Contractor represents that it will secure at its own expense all personnel and sub-Contractors required for services, which are necessary to complete the Work as described in this Agreement. All services under this Agreement shall be performed by the Contractor or sub-Contractor and all persons engaged in work under the Agreement shall be qualified to perform such services and authorized under federal, state and local laws to perform such services. Personnel who perform services under this Agreement shall not be employees of the City.

All workers must have sufficient knowledge, skill, experience and certification required to perform properly the work assigned to them. Any worker, including supervisors, employed by the Contractor or subcontractors who, in the opinion of the City does not perform work under this Agreement in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the City, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the City.

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. The Contractor shall provide a current listing of names and license numbers of all personnel executing work related to this contract. This listing shall be updated by the Contractor within three days of a personnel change.

15. PROTECTION OF PERSONS AND PROPERTY. The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. This Contract requires that the Contractor and any and all subcontractors hired by the Contractor comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform. The Contractor agrees to reimburse the City for any fines and/or court costs arising from penalties charged to the City for violations of OSHA committed by the Contractor or any and all subcontractors.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any of his subcontractors; and other property on the site or adjacent thereto, including vehicles and equipment therein, trees, shrubs, lawns, walks, pavements, structures and utilities including, but not limited to, fire hydrants, swales, gutters, sewer inlets, drainage ditches, etc. Contractor shall insure that its contract work does not impair the proper functioning of these utilities.

The Contractor shall perform any work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all the necessary protective devices in place and in proper condition at all times where

Work is being performed to prevent injury to persons or damage to public or private property.

The Contractor shall be held fully responsible for such safety and protection until final written acceptance of the Work.

16. CONTRACTOR'S RESPONSIBILITY FOR WORK. Until acceptance of the Work by the City, the Work shall be under the charge and care of the Contractor, and it shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work or City vehicle and equipment occasioned by any cause, other than the sole and active negligence of the City, before its completion and acceptance.

Equipment shall be stored so as to incur the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored equipment shall be located so as to facilitate prompt inspection.

17. SUBCONTRACTS AND ASSIGNABILITY. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. Any sub-contracts or other work which is performed by persons or firms other than the Contractor under this Agreement or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or Contractors required by the Contractor in connection with services covered by this Agreement must be specifically approved by the City.

18. INDEMNIFICATION. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City of Titusville, its officers agents, officials, representatives and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal which the City of Titusville, its officers, officials, agents, officials representatives or employees or any other person(s) or business entity(ies) who may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of Contractor, its agent(s), vendors, subcontractor(s), representatives,

servants, or employees in the execution, performance or nonperformance or failure to adequately perform Contractor's obligations pursuant to this contract.

19. INTERESTS OF CITY OFFICIALS. No officers, members or employees of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

20. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

21. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by him/her during the performance of this Agreement. The Contractor shall not undertake any professional work which conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where the Contractor can reasonably anticipate that it may be called to testify

as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

22. COMPLIANCE WITH LAW. The Contractor expressly agrees to comply with all laws and regulations relating to providing services under this Agreement. The failure of the Contractor to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

23. WAIVER. The waiver by the City of any of the Contractor's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the Contractor under this Agreement.

24. PUBLIC ENTITY CRIME. The Contractor shall file a sworn statement with the City which is Attachment I, stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

25. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this paragraph, the City shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

26. DRUG-FREE WORKPLACE. The contract documents also consist of the "Drug-Free Workplace Form" which is in accordance with Florida Statute 287.089 and must be signed.

27. E-VERIFY. As a condition precedent to entering into an Contract as a result of this Bid, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
- b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e) Subcontracts:
Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

28. SCRUTINIZED COMPANIES (if applicable). In accordance with Sections 287.135, Florida Statutes, prohibit state agencies departments, and local government entities from contracting with Scrutinized Companies. Contractor and Subcontractor(s) shall complete the Affidavit form provided in the bid/proposal booklet and hereby

incorporated as part of the Contract Documents. Contractor and Subcontractor shall affirm not to be on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473, Florida Statutes, nor have business operations in Cuba or Syria and are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or participating in a boycott of Israel. The Contractor or Subcontractor further acknowledges and agrees that the City may immediately terminate this Contract and any subsequent renewal Contract for cause if the Contractor or Subcontractor is found to have submitted a false certification or if the Contractor or Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the Term of the Contract. Further, the Contractor or Subcontractor acknowledges and agrees that a false certification or representation hereunder is a material breach of this Contract, and the Contract shall be terminated by the City if the Contractor or Subcontractor and any actively contracted company for the Contractor or Subcontractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

29. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and venue for any action pursuant to the Agreement Documents shall be in Brevard County, Florida. The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

30. LIQUIDATED DAMAGES. None required for the work under this Agreement.

31. BOND. Not required for this agreement.

32. CONSTRUING PROVISIONS. This Agreement shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same. In any conflict between the Technical Specifications, and the general terms of this Agreement, the provisions of the latter shall prevail.

33. INSURANCE. The Contractor agrees to carry insurance, of the types and subject to the limits as set forth below and maintain said insurance during the life of this agreement:

- (a) Workers' Compensation - Contractor shall purchase workers' compensation insurance as required by law or prove exemption status.
- (b) Commercial General Liability - Contractor shall purchase Commercial General Liability insurance with a \$1,000,000 combined single limit for each occurrence to include the following coverage: operations, products and completed operations, personal injury, contractual liability covering this Contract, "X-C-U" hazards and property damage in the amount of \$500,000.
- (c) Commercial Auto Liability - Contractor shall purchase Commercial Auto Liability insurance with a combined single limit of at least \$1,000,000.

Further, Contractor shall maintain such insurance as is reasonably required to satisfy its obligations to protect the Work paid for by the City but not yet accepted. The insurance company selected shall be A- or better per the Best's Key Rating Guide. The Contractor and the insurance company(s) shall agree to furnish the City thirty (30) days written notice of their intent to cancel or terminate said insurance. It is the full responsibility of the contractor to ensure that all sub-contractors have full insurance coverage as stated above.

The Contractor shall not commence the Work under this contract until it has obtained all the insurance required under this paragraph and certificates of such insurance have been submitted to the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required has been so obtained and approved by the City. The Contractor shall carry and maintain until acceptance of the Work, insurance as specified herein and in such form as shall protect him and any subcontractor performing work under this Contract, or the City, from all claims and liability for damages for bodily injury, including accidental death, under this Contract, whether by himself or by any subcontractor or by any one directly or indirectly employed by either of them.

The Contractor shall furnish to the City certificates of insurance in duplicate showing proof of insurance, naming the City as an additional insured party, prior to the start of construction as provided in the Contract.

34. GUARANTEE. Contractor warrants all services provided and work performed under this contract, and that any and all deficiencies discovered shall be corrected immediately.

The making of the final payment by the City to the Contractor shall not relieve the Contractor of any warranty responsibilities.

35. INDEPENDENT CONTRACTOR. Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Consultant's facilities and do not violate any confidentiality requirements of this Agreement. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Contractor's duties hereunder or alter Contractor's status as an independent contractor.

36. FORCE MAJEURE . Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Contract to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of

government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Contract, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

37. **NON-EXCLUSIVE ARRANGEMENT.** Nothing contained herein shall be construed to prevent either party from independently operating or participating in any other agreement concerning plan administration services independent and unrelated to the services and obligations of the parties pursuant to this Contract.

38. **SEPARATE COUNTERPARTS & EXECUTION.** This Contract and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same contract. Execution and delivery of this Contract and any amendments by the Parties shall be legally valid and effective through; (i) executing and delivering the paper copy of the documents, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving, or storing by electronic means this Contract and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Contract (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of the Contract is sought.

39. **PUBLIC RECORDS.** Records of the Contractor that are made or received in the course of performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In

the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Fla. Stat. The Contractor shall not prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

1. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract the Contractor agrees to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.

IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, wanda.wells@titusville.com, 555 S. Washington Ave., Titusville FL 32796.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated.

CONTRACTOR:

Infosend, Inc.
4240 E La Palma Ave
Anaheim, CA 92807

By Roxana Weil
Roxana Weil, Esq. Executive VP.

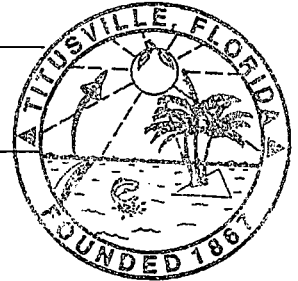
Date 1/30/2023

OWNER:

City of Titusville
555 S. Washington Ave
Titusville FL 32796

By Daniel E. Diesel
Daniel E. Diesel, Mayor

Date 2-4-23



ATTEST

Wanda F. Wells
Wanda F. Wells, City Clerk
Date 2-4-23

APPROVED AS TO FORM:

Richard C. Broome

Richard C. Broome, City Attorney
Date 1-31-2023

APPROVED AS TO CONTENT:

William S. Larese

William S. Larese, City Manager
Date 2 Feb 23

Staff Review & Preparation:

Leslie A. Rothering Date 1-31-2023
Leslie A. Rothering, Purchasing & Contracting Administrator

Tom Abbate Date 31 JAN 2023
Tom Abbate, Support Services Director

SUBMIT SEALED BID TO: City of Titusville Purchasing & Contracting Division PO Box 2806 (555 South Washington Avenue) Titusville, FL 32781-2806 (32796-3584)				EXHIBIT 1 INVITATION TO BID Bid Acknowledgment <i>This is not an order!</i>	
PROCUREMENT ANALYST: (321) 567-3734 Tracy.bailey@Titusville.com		FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523			
BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing and Contracts, 555 Washington Ave, Titusville, FL 32796, or at the DemandStar® website, emailing PA					
RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:		
November 17, 2022	Utility Billing Printing & Mailing	23-B-004/TB	December 15, 2022 3:00PM		
PRE-BID DATE, TIME, AND LOCATION: ☒ None ☐ non-Mandatory ☐ Mandatory				BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	

CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: TELEPHONE NUMBER/TOLL-FREE NUMBER: () ()	FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): If returning as a "no bid," state reason: I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the City of Titusville, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the City of Titusville all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Titusville. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final
	The Contractor acknowledges that information provided in this ITB is true and correct. X _____ AUTHORIZED SIGNATURE (MANUAL) _____ NAME (PRINTED) _____ TITLE _____ DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____.

(year)

(name of person acknowledging).

Personally Known _____ OR Produced Identification _____

 Type of Identification Produced _____
 Public)

 (Signature of Notary Public - State of Florida)

 (Print, Type, or Stamp Commissioned Name of Notary Public)

BOND DATA

CONTRACTOR MUST PROVIDE:

Yes ☐ No ☒	BID BOND	AMOUNT: _____
Yes ☐ No ☒	PERFORMANCE BOND	_____
Yes ☐ No ☒	LABOR, MATERIAL, PERFORMANCE BOND	_____

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	VI
\$ 2,000,000	II	\$ 50,000,000	VII
\$ 5,000,000	III	\$ 100,000,000	
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

CITY OF TITUSVILLE GENERAL TERMS AND CONDITIONS

1) DEFINITIONS:

- a) **CITY** - The term "CITY" herein refers to the City of Titusville Brevard, Florida, and its duly authorized representatives.
- b) **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
- c) **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, council, committee, authority or other unit in the City Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the City of Titusville.
- d) **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e) **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the Bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by City staff of the Contractor or its subcontractors' past performance for the City, any other information required by City policies.
- f) **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a Bid, which conforms in all respects to the requirements of the Bid package, including, but not limited to, submission of the Bid on required forms with all required information, signatures, and notarizations at the place and time specified.
- g) **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

- 2) SUBMITTAL OF BIDS – DUE DATE:** Bids shall be submitted utilizing the Bid form(s) provided herein. All Bids shall be properly executed with all applicable blank spaces completed. All corrections made by Contractor to any Bid entry must be initialed. Bids (an original and one copy) shall be submitted to the office of the Purchasing Agent no later than the date and time specified. Any bids received in Purchasing after the specified date and time will not be accepted.

Bids shall be submitted in a sealed envelope prior to the time established for the opening of Bids, and the envelope shall be marked with the Bid number, title of Bid, Bid opening date and vendor's name and address. If submitted other than by mail, it shall be delivered to the office of the Purchasing & Contracting Division. Bids submitted by mail must be received in the office of the Purchasing & Contracting division by the time specified herein for the Bid opening. The City of Titusville will take no responsibility for delay caused by poor mail delivery or miscalculation of delivery by the Bidder.

- 3) BIDDER'S SIGNATURE:** If the Bid is made by an individual, he or she must sign his name thereon and state its principal office address or post office address, and the name and address of every other person involved in the Bid as principal. If the Bid is made by a firm or partnership, its name and principal office address or post office address must be stated as well as the name and address of each member of the firm or partnership. If the Bid is made by a corporation, the Bid must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporate seal. Such officer or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.

If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing & Contracting

Department at (321) 567-3733, for further clarification. Strict adherence to criteria outlined above is of the utmost importance in the finalization of agreements awarded to successful Bidders.

- 4) BID OPENING:** Bid opening shall be public on the date and time specified. Sealed Bids received by an agency pursuant to invitations to Bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Bid or Bid opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the City. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

Unless otherwise noted in the Bid document, Contractors shall submit one Bid only.

- 5) WITHDRAWAL OF BIDS:** Bidders may withdraw a Bid after it has been delivered to the purchasing agent any time prior to the stipulated time for opening of the Bids.
- 6) FAMILIARITY WITH SITE CONDITIONS:** The responsibility for the determination of accurate measurements, the extent of the work to be performed, and the conditions surrounding the performance thereof shall belong only to the Bidder. Submission of a Bid shall constitute acknowledgment by the Bidder that it is familiar with all such site conditions. The failure or neglect of a Bidder to familiarize themselves with the site of the proposed work shall in no way relieve him from any obligations with respect to his Bid.
- 7) QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS:** To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, division, or employee during the solicitation process, except as provided in paragraph "b" below. Additionally, the City prohibits communication initiated by a Bidder to the City official or employee, evaluating or considering the Bids, prior to the time a Bid award decision has been made. Such communication initiated by a Bidder may be grounds for disqualification of the said Bidder from consideration of award for the Bid currently under evaluation and/or any future Bid depending on severity of the infraction.
- a) Any questions relative to interpretation of specifications or the Bid process shall be addressed to the Purchasing & Contracting Division, in writing. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Bid. At the City's sole discretion, inquiries received within five (5) days prior to the date set for the receipt of Bids may not be given consideration. Any interpretation made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective Bidders no later than three (3) days before the date set for receipt of Bids. Oral interpretations will not be provided.
 - b) It will be the responsibility of the Bidder to contact the Purchasing & Contracting Division prior to submitting a Bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda or acknowledgment thereof with the Bid.

- 8) PRICING/SHIPMENT COST:** Firm prices shall be proposed and include Free On Board (FOB) DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any City of Titusville department to a secure area or inside unless otherwise stipulated in the BID invitation or exceptions taken by the Bidder.

Errors: In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

Period of Offer Validity: Prices quoted in the bid must remain valid for a period of thirty (30) days from the date of the bid opening unless

stipulated otherwise in the Bid documents (including all issued addenda).

- 9) **DISCOUNTS:** Bidders may offer a discount for prompt payments. Discounts will be computed from the date of satisfactory delivery at place of acceptance and/or from receipt of correct invoice at the office specified whichever occurs last. Bidders are encouraged to propose discounts in any Bid.

- 10) **MEETING SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet City standards in a safe, neat, good, and workmanlike manner.

11) **HOLD HARMLESS AND INDEMNIFICATION:**

Bidder covenants and agrees that it will indemnify and hold harmless City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Bidder, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Bidder nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

- 12) **TRADE NAMES:** In cases where an item to be Bid is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is indicated in the Bid response therein by the Bidder. Generally, the reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder the performance and/or the operational requirements of articles or products that will be deemed acceptable. Bids on other makes or catalog numbers will be considered provided each Bidder clearly indicates prior to the Bid due date or states in its Bid or Bid exactly what alternative it proposes to furnish and forwards with his Bid, or prior to the Bid due date, a cut illustration or other descriptive material which will clearly indicate the character of the article covered in its Bid.

The City reserves the right to approve as an equal, or to reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the Bid, the Bidder may be required to submit, before the Bid award, working drawings or detailed descriptive data in sufficient detail to enable the City to judge if such data and specifications are in compliance with the City's requirements.

- 13) **BID AWARD OR REJECTION OF BIDS:** A purchase order or contract will be awarded to the responsible Bidder that submits the lowest responsive Bid that substantially complies with the provisions of the Invitation to Bid, provided the Bid price is reasonable and it is in the best interest of the City to accept it. The City further reserves the right to consider other factors such as, but not limited to, quality of products being offered, delivery terms, discounts, and service reputation of the Bidder, in determining the most advantageous Bid.

- 14) **SELECTION/REJECTION OF OPTIONS:** The City of Titusville reserves the right to select/reject options Bid, based on price or other criteria deemed to be in the best interest of the City.

- 15) **EVALUATION OF BIDS:** The City reserves the right to make any changes to this Bid, or to reject any and all Bids, or portions of any and all Bids, or to accept any Bid or portion thereof deemed to be in the best interest of the City, or postpone or cancel or to re-solicit this Bid at any time, or to waive any irregularities or informalities in this Bid or in the offers received as a result to this Bid, whenever such rejection or waiver is in the City's best interest. The City also reserves the right to request clarification or information from any Bidder.

The City also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete contracts or

purchase orders on time, or a Bid of a Bidder who upon investigation shows not to be in a financial or other position to properly perform the contract.

Bidder's responsibility shall be determined only by the City. In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:

- The ability, capacity, and skill of the Bidder to perform the services required.
- Whether the Bidder can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- The quality of performance of previous contracts, purchase orders or services rendered.
- Previous and existing compliance by the Bidder with laws and ordinances relating to contracts, purchase orders or services.
- The sufficiency of the financial resources as they relate to the ability of the Bidder to perform the contract, purchase order, or provide the service.
- The quality, availability, and adaptability of the supplies or services to the particular use required.
- The ability of the Bidder to provide future maintenance and service for the use of the subject matter if required by the Bid specifications.
- Whether the Bidder is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the Bidders' taxes or assessments are delinquent.
- Whether the Bidder is in litigation or has caused the City to litigate against it or any of its associates, subsidiaries, etc. at any prior time.
- Such other additional criteria as may be developed for a specific solicitation.

- 16) **BIDDER QUALIFICATION:** The City reserves the right to conduct an inspection of the Bidder's facility and equipment prior to the award of the Bid. The City will notify you in writing of our intent to conduct an inspection or survey of your facility. The City also reserves the right to inspect the equipment, parts, components, goods or supplies specified in this Bid.

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt services and who maintain the regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays. The City will only consider Bids from firms who maintain current City occupational license or from firms that are licensed to conduct business in the State of Florida.

Bids will be considered only from firms which are regularly engaged in the business as described in this Bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.

- 17) **DISQUALIFICATION OF BIDDERS:** Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Bid:

- Submission of more than one (1) Bid for the same work by an individual, firm, partnership, or corporation under the same or different names.
- Evidence of collusion among Bidders.
- Previous participation in collusive bidding on work for the City of Titusville, Florida.
- Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
- Lack of competency of Bidder – i.e., Bidder will be considered ineligible if at any time during the process of receiving Bids or awarding the Contract, developments arise which – in the opinion of the City – adversely affect the Bidder's responsibility. However, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken.
- Lack of responsibility as shown by past work judged from the standpoint of workmanship, quality control, and progress.
- Uncompleted work for which the Bidder is committed by Contract which, in the judgement of the City, might hinder or

- prevent the prompt completion of Work under this Contract if awarded to such Bidder.
- h) Being in arrears on any existing Contracts with the City, or in litigation with the City, or having defaulted on a previous Contract with the City.
 - i) Promoting deliberate discriminatory practices.

This list is a representative sample of causes for disqualification and shall not be deemed to be all-inclusive.

- 18) EXECUTION OF THE PURCHASE ORDER/CONTRACT:** The successful Bidder shall, at the City's option and within fifteen (15) calendar days from the date that the notification of award is issued by the City of Titusville, enter into a purchase order or contract with the City on forms provided by the City to furnish the goods or services awarded and shall simultaneously provide any required bonds, indemnities, insurance certificates or other required documentation. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

- 19) BID GUARANTEE FORFEITED:** Should the successful Bidder fail or refuse to execute and deliver the contract and bond required to the Purchasing & Contracting Administrator, within the allotted time, shall forfeit to the City the Bid guarantee submitted with the Bid, as liquidated damages to offset project costs, for such failures or refusal. The City requires, when entering into a contractual agreement with a corporation licensed to do business in the State of Florida, that such agreement be signed by a corporate official or principal (i.e., President, Vice President, Secretary, Treasurer, or other authorized official, e.g., Executive Director) with the corporate seal affixed. If the aforementioned corporate officers or the corporate seal are readily available, a letter of authorization from a corporate official or principal may be submitted in lieu thereof. Such letter of authorization must be on corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such an agreement on behalf of the corporation and must be signed by said corporate officials. Failure to submit letters of authorization within two (2) weeks after notification of award may result in cancellation of award.

In the case of a partnership, the agreement must be signed by the general or managing partner and notarized as outlined above. In the case of a sole proprietorship the owner must sign the agreement and have such execution notarized.

- 20) FLORIDA PROMPT PAYMENT ACT/INVOICING AND PAYMENT:** Vendors shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to: Accounts Payable Division, City of Titusville, P.O. Box 2806, Titusville, Florida 32781-2806. Invoices are to be billed at the prices stipulated on the purchase order or contract and as outlined in the Vendor's Bid. All invoices must show the City of Titusville purchase order number.

- 21) AWARD DISPUTE RESOLUTION:** Pursuant to Florida Statutes, Chapter 120, a written notice of protest must be submitted or delivered to the Purchasing & Contracting Division within 72 hours after one of the following, whichever occurs first: (i) posting of the Bid tabulation stating the intended award decision or (ii) after receipt of notice by the City of intended award. The nature of protest must be followed, within 10 days of submittal of such written notice, by a formal written notice fully detailing all elements, which promulgated the protest.

Bid award challenges or Bid award protests shall be submitted or delivered in writing to the office of the Purchasing & Contracting Administrator who (as authorized by the City Manager) is the administrative head of the Purchasing & Contracting Division. The Purchasing & Contracting Administrator will gather evidence and discern facts and make a recommendation to the City Manager. The City Manager will make the final decision on the matter. All decisions of the governing body are final.

- 22) BID AWARD CANCELLATION:** The City reserves the right to withdraw all Bid awards at any time for any reason.

- 23) SUSPENSION OR RESCINDMENT OF BIDDING PRIVILEGES:** The City of Titusville may remove any vendor, contractor, supplier, service provider or other entity from its active vendor's list for violation of one or more of the issues listed below.

- a) Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documents.
- b) Disregard for the prudent use of taxpayer's funds.
- c) Causing the City to litigate.
- d) Shoddy workmanship.
- e) Deliberate attempts to deceive the City.

- 24) LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) to be procured hereby shall be duly observed. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility and abidance with the contract documents. Failure to comply with all applicable legal requirements shall render your BID as non-responsive.

- 25) CONFLICT OF INTEREST:** The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes. All Bidders must disclose with their BID the name of any officer, director, or employee who is also an employee of the City of Titusville. Further, all Bidders must disclose the name of any City of Titusville employee who owns, directly or indirectly, or has an interest in one or more of the Bidder's firm(s) or any of its branches.

- 26) RIGHT TO AUDIT RECORDS:** The City shall be entitled to audit the books and records of the contractor or subcontractor to the extent that such books and records relate to the performance of the contract or purchase order or any supplement or amendment to such contract or purchase order. Such books and records shall be maintained by the contractor or subcontractor for a period of three (3) years from the date of final payment under the Purchase Order unless a shorter period is otherwise authorized in writing by the City.

- 27) FISCAL YEAR FUNDING APPROPRIATION:**

- a) Specified Period: Unless otherwise provided by law, a purchase order for supplies or a contract for services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order or contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order or contract. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.
- b) Cancellation Due to Unavailability of Funds in Succeeding Final Periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order or contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

- 28) FLORIDA STATUTES ON DRUG-FREE WORKPLACE PROGRAMS:** In case of tie Bids, preference must be given to vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This form is included with this Invitation to Bid and must be completed and returned with your Bid.

- 29) PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.

- 30) DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any

contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

- 31) SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

- 32) CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Bid to maintain continuous coverage during the life of the award.
- 33) INCURRED COST:** City of Titusville is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for Bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to the City of Titusville.
- 34) SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
- 35) LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
- 36) ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The City reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the City, the contractor, and the contract manager upon completion of such portion.
- 37) OPERATION DURING DISPUTE:** In the event the City has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the

23-B-004 Utility Billing Printing & Mailing

terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

- 38) CONTRACT TERMINATION:** The contract resulting from this Bid shall commence upon issuance and acceptance of the fully executed contract. The City user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The City retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated.
- 39) EQUAL OPPORTUNITY EMPLOYER (EEO):** The City is an Equal Employment Opportunity (EEO) employer and as such encourages all contractors or vendors to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, the contractor or Bidder or anyone under his employ shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The contractor or Bidder shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. Any sub-contracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or Bidder shall comply with all new State and Federal EEO Regulations.
- 40) CONFIDENTIALITY OF BIDS:** Florida Statute 119.071 provides that sealed bids, Bids or replies received by the agency (City) pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a) Art. 1 of the State Constitution (becoming a public record) until such time as the City provides notice of its intended decision or until 30 days after opening bids, Bids, or final replies, whichever is earlier. In addition, if the City rejects all bids, Bids, or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, Bids or replies remain exempt from becoming a public record until such time as the City provides notice of its intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, Bid or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, Bids or replies.
- 41) E-VERIFY**
As a condition precedent to entering into an agreement as a result of this bid, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- (1) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.
 - (2) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - (3) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - (4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
 - (5) Subcontracts:
Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection,

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requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

- 42) LOCAL PREFERENCE: (*when applicable*)** (Ordinance No. 6-1994 and as amended by Ordinances No. 10-1995, 46-2009 and 48-2018). The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical limits of the City of Titusville or Brevard County and have held a valid occupational license (Business Tax Receipts) for a period of no less than one year. Local business shall be defined in accordance with said ordinance which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and is available at: <https://library.municode.com/fl/titusville>

Local City of Titusville Preference:

- a) Five (5) percent of the low bid amount for project awards up to and including \$500,000.00,
- b) Three (3) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
- c) Two (2) percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

Local Brevard County Preference:

1. Two (2) percent of the low bid amount for project awards up to and including \$500,000.00,
2. One (1) percent of the low bid amount for project awards greater than \$500,000.00 up to and including \$1,000,000.00, and
3. Sixty six hundredths (0.66) of one percent of the low bid amount for project awards greater than \$1,000,000.00 up to and including \$1,500,000.00.

In the event that two or more firms are eligible for award under this policy, the award will be decided as follows:

1. If both firms are located in the City of Titusville, the firm that submitted the lowest price is awarded the contract or procurement,
2. If one firm is located in the City of Titusville and the other firm is not, but it is located within Brevard County, the City of Titusville firm is awarded the contract or procurement,
3. If both firms are located within Brevard County (none within the City of Titusville), the firm that submitted the lowest price is awarded the contract or procurement.

43) LOBBYING

Contractors are not permitted to lobby any City Council member. Lobbying is defined as any action taken by an individual, Contractor, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a City Council member on the award of this contract. Any Contractor or individuals that lobby on behalf of a Bidder may by their actions cause their Bidder's submission to be rejected/disqualified.

44) CONTRACT AMENDMENTS/CHANGE ORDERS

The City may make changes to the resulting Agreement, in accordance to City Purchasing Policy, by altering, adding to, or deducting from the services without liability to the Vendor, except for the reasonable cost of any additional work. All such work within the capacity of the Vendor to perform shall be performed pursuant to the terms hereof. All change orders will be processed in writing with both parties' signatures of agreement.

45) CONTINGENT FEES

The Successful Bidder(s) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Successful Vendor(s), to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Contractor, other than a bona fide employee working solely for the Successful Vendor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the City of Titusville shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive.

Following items must be included with submittal for Bid to be considered responsive.

- ☐ Invitation to Bid Cover Page
- ☐ Bidder's Checklist & Addendum Acknowledgements
- ☐ Bid Price Form
- ☐ Questionnaire Form (including References)
- ☐ Implementation Timeline (separate sheet)
- ☐ Drug Free Workplace Certification
- ☐ Public Entity Crimes
- ☐ Form of Non-Collusion Affidavit
- ☐ E-Verify Affidavit E-Verify # _____
- ☐ Certificate
- ☐ No Bid Form

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

- ☐ Addendum 1 _____ Dated _____
- ☐ Addendum 1 _____ Dated _____
- ☐ Addendum 1 _____ Dated _____

Proof that your firm is licensed to perform this work, proof of insurance, a completed Drug Free Workplace Form and a completed Public Entity Crimes Form must be included with this bid for your bid to be considered.

**UTILITY BILLING PRINTING & MAILING
INVITATION FOR BID #23-B-004**

SPECIAL CONDITIONS

1. INTRODUCTION

The City's Utility Billing department, is considering sealed bids to provide utility bill design, printing, mailing, and related services, from a qualified, organization or person(s) with experience processing Municipality's utility bills and interfacing with an Enterprise Resource Planning (ERP) software equal to BS&A Software, the software that the City is currently operating. The awarded vendor will be responsible for ensuring that their firm can produce satisfactory billings from the data files provided by the City within this solicitation and associated exhibits.

The City of Titusville currently produces approximately 264,000 utility bills on an annual basis. This figure may increase or decrease at any time during the life of this contract. It is the City's intent to establish an annual contract with a qualified firm for the services listed herein. The proposed services shall meet or exceed the specifications of this Invitation for Bid.

Awarded Firm shall be responsible for furnishing all necessary labor, materials, equipment, tools, consumables, transportation, and supervision necessary.

2. INFORMATION AND CLARIFICATION

For information concerning procedures for responding to this bid, contact Tracy Bailey, Purchasing and Contracts at phone number (321) 567-3734, fax (321) 383-5628, or email: tracy.bailey@titusville.com. Such contact shall be for clarification purposes only. Material changes, if any to the submittal requirements will be transmitted by written addendum. No interpretation of the meaning of the bid, any corrections of any ambiguity, inconsistency, or error therein, will be made by any bidder orally. Every request for such interpretation must be in writing addressed to the attention of tracy.bailey@titusville.com. The City shall not be bound by oral explanations or instructions given at any time during competitive process or afterward.

All requests for clarification must be received in writing no later than seven (7) calendar days prior to the date for opening of the bids. All such interpretations and supplemental instructions will be in the form of written addenda to the bid. Only the interpretation or correction so given by the Purchasing and Contracting Department representative in writing shall be binding. Bid documents may be downloaded from Demandstar or may be requested from the Purchasing & Contracting via email from tracy.bailey@titusville.com.

3. PREPARATION OF BIDS

Bidders are expected to examine this bid form, Scope of Services, and all instructions. Failure to do so will be at bidder's risk.

All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person authorized to sign the bid. A responsible officer or employee of that firm must sign with the firm or company name on all bids. Obligations assumed by such signatures must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof, on which an entry is made.

Unit price for each item bid shall be shown and such price shall include packing in accordance with the general or any special conditions, unless otherwise specified. A total shall be entered into the amount column for each item bid. In case of discrepancy between a unit price and the extended price, the unit price will be presumed to be correct.

PURSUANT TO CITY POLICY, FAILURE OF A VENDOR TO ADVISE THE CITY OF BID DISCREPANCIES IN ORDER TO GAIN A COMPETITIVE ADVANTAGE MAY BE GROUNDS FOR A CANCELANATION OF ANY CONTRACT OR PURCHASE ORDER AWARDED UNDER THIS BID.

4. **SUBMITTAL**

Respondent must submit one (1) original paper copy and one (1) digital copy on a compact disc (CD) or USB flash drive in a sealed envelope and/or box and must be received no later than **3:00p.m.** local time **December 15, 2022,** at which time and date all bids duly submitted will be publicly opened and the names of firms submitting bids will be read aloud. No further details of the contents shall be disclosed until notice of intent of award or thirty (30) days after opening of bids, whichever comes first, in accordance with Chapter 119.71, Florida Statutes. It is the bidder's responsibility to ensure that their bid response is received by Purchasing & Contracting prior to the deadline. Any bids received after the time and date specified above will be considered invalid and rejected. Each submittal envelope/box shall be clearly identified by the bidder somewhere on the outside space. The material should be in the same sequence or order as requested by the City and all information should be related directly to this ITB. The City shall not be liable for any cost incident to the preparation of responses, materials, reproductions, presentation, copyright infringement, etc. Sealed bids must be clearly marked as follows:

“Bid Title: Utility Billing Printing & Mailing ”

Bid # 23-B-004/TB

and returned to:

City of Titusville – City Hall
Purchasing and Contracting Department
555 S. Washington Ave., 2nd flr.
Titusville, FL 32796

5. **TERM**

The term of the resulting contract shall be for three (3) years from the effective date hereof, renewable for up to two (2) additional years in (1) year increments upon mutual written consent of both parties prior to expiration of term. The anticipated start date for this contract is April 25, 2023.

The contents of this bid, insurance requirements, and all provisions of the successful bid deemed pertinent by the City shall be incorporated into the agreement and shall become legally binding.

6. **MINIMUM QUALIFICATIONS**

Bidders shall be properly licensed to conduct business in the State of Florida. Vendor. The successful Bidder will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed including registration with the State of Florida to conduct business within the state. Prior to award, the apparent low Bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office.

The Bidder shall have a minimum of five (5) years' experience in providing printing and mailing services to utilities comparable to the City of Titusville in terms of volume and frequency of mailings, and system requirements.

The Bidder shall provide three (3) references which have similar quantity monthly billing accounts; at least one reference must be a public water and/or wastewater utility.

7. **AWARD**

It is the intent to retain the services of a single contractor for bill printing and mailing services.

A purchase order or contract will be awarded to the responsible Bidder that submits the lowest responsive Bid that substantially complies with the provisions of the Invitation to Bid, provided the Bid price is reasonable and it is in the best interest of the City to accept it. The City further reserves the right to consider other factors such as, but not limited to, quality of products being offered, delivery terms, discounts, and service reputation of the Bidder, in determining the most advantageous Bid.

The City further reserves the right to negotiate related additions or deductions from the scope of services listed herein based on the needs of the City and advancements in technology. All changes shall be executed in writing by both parties acknowledging agreement.

8. NON-EXCLUSIVE AGREEMENT

Awards resulting from this Invitation to Bid do not establish an exclusive agreement for the indicated services and does not preclude the City from entering additional and/or separate agreements for similar services, utilizing existing contracts for similar services, or acquiring emergency services as determined by the City to be required.

9. PRICING/INVOICING

Pricing shall be based on unit prices provided on the price proposal page and shall remain firm. All unit pricing shall incorporate and include all delivery, shipping/fuel charges, transportation, travel, and any other associated costs. The City of Titusville will not be responsible for any additional charges and will not reimburse travel time.

Payments shall be made for all work completed by the Vendor and which has been accepted by the City, properly documented and invoiced. Payment shall be made in accordance with the Florida Prompt Payment Act, Florida Statutes 218.70-78.

10. AMENDMENTS/CHANGE ORDERS

The City may make changes to the resulting Agreement by altering, adding to, or deducting from the services without liability to the Vendor, except for the reasonable cost of any additional work. All such work within the capacity of the Vendor to perform shall be performed pursuant to the terms hereof.

11. INDEMNIFICATION AND INSURANCE REQUIREMENTS

The following represent the insurance requirements for this bid and are the minimum insurance requirements to be provided by the awarded bidder prior to issuance of the Notice to Proceed or Purchase Order:

Commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 per occurrence and \$1,000,000 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments. The City shall be named as an Additional Insured.

Automobile liability insurance covering all vehicles, owned or otherwise, used in connection with this contract, with a minimum combined single limit of \$1,000,000, including hired and non-owned liability and \$25,000 medical payment.

The Firm will name the following entities on its Commercial General Liability, Business Automobile Liability and Umbrella Liability policies as additional insureds:

- City
- Directors, Officers, agents, or employees of the above entity(ies)

Workers' Compensation and Employer's Liability Insurance: Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. Vendor shall purchase workers' compensation insurance as required by law or prove exemption status.

The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the City as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City. All policies should be underwritten by insurance agencies licensed to do business in the State of Florida and with an A.M. Best rating of no less than A- and with a Financial Size Category of no less than VI.

The insurance coverage enumerated above constitute the *minimum* requirements and shall in no way lessen or limit the liability of the Bidder/Vendor under the terms of the Contract. Subcontractor's insurance shall be the responsibility of the Bidder/Vendor.

Waiver of Subrogation: The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses from work performed by the Vendor for Owner.

Coverage Provisions

- a) All deductibles or self-insured retention shall appear on the certificate(s).
- b) The City of Titusville, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - i. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
 - ii. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - iii. All coverages for sub-Firms of the offeror shall be subject to all of the requirements stated herein.
 - iv. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - v. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
 - vi. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
 - vii. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 - viii. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Management Officer.
 - ix. Firm agrees to the extent it engages any sub-Firm to perform work at the project, it shall require all sub-Firms to maintain the same insurance as outlined in the above and provide certificates of insurance for each sub-Firm as provided in item #1.13: Insurance paragraph above.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.

UTILITY BILLING PRINTING & MAILING INVITATION FOR BID #23-B-004

SCOPE OF SERVICES / SPECIFICATIONS

1. OVERVIEW

The City's Utility Billing department, is considering sealed bids to provide utility bill design, printing, mailing, and related services, from a qualified, organization or person(s) with experience processing Municipality's utility bills and interfacing with Enterprise Resource Planning (ERP) software equal to BS&A Software, the software that the City is currently operating. The awarded vendor will be responsible for ensuring that their firm can produce satisfactory billings from the data files provided by the City within this solicitation and associated exhibits.

2. SCOPE OF SERVICES

The Scope of Services requested shall include the items listed below:

- a. The successful vendor will utilize the existing format for bills as provided in Exhibit #1 and the existing format for envelopes shall include the use of a #10 mailing envelope (Exhibit #2) for bills and a #9 mail-back envelope (Exhibit #3) for the customer. **It will be the vendor's responsibility to keep in stock all necessary products to print and mail utility bills.**
- b. It shall be the vendor's responsibility to print and mail all utility bills (Exhibit #1) on a weekly cycle. The City of Titusville bills are on four cycles per month. The areas of Exhibit #1 are numbered in correspondence with the Excel Spreadsheet – Exhibit #4, which represents the populated data upload. Data is provided via text file (.txt) format and is sent via FTP site address. Depending on the number of messages to be included on a bill some bills may be more than one page, the City estimates the number of accounts this may occur on during a cycle could range from zero (0) to 75 accounts.
- c. All utility bills must be produced and mailed within 48 hours of receipt of the billing files and approval of proof samples by the City Utility Billing Coordinator or designee. Proof samples must be provided within 2 hours of the receipt of the billing data files. Once the proof samples are approved and invoices are generated, a PDF file of all invoices is required to be emailed to the City Project Manager. The vendor must provide to the City written certification of the dates and times the utility bills are mailed. The written certification must be received within five (5) business days of the date of receipt of the billing files.
- d. Advertisements in the form of flyers will be included periodically throughout the year with the billing. Vendors may be required to print, cut (if needed) and place flyer with the billing or place preprinted City provided flyer with billing. A quote for a separate charge is to be provided for this work upon request.
- e. Direct Mailing to all customers may be requested on a case-by-case basis. This could be a mass mailing not included in the utility billing. Vendor may be requested to print and stuff letters to each owner of property within the municipality. The City would provide the vendor with an electronic file containing related data and insert format, which would need to be printed, placed in window envelopes and mailed within a specified time from the receipt of the file. These direct mailings will be quoted on an as needed basis.
- f. The City of Titusville currently produces approximately 264,000 utility bills on an annual basis. Invoices are generally processed each Wednesday; however, the vendor must be flexible with scheduling as some exceptions will apply during City Hall Office closures. This may happen within 24 hours of invoicing run.
- g. Postage Cost: Actual costs are to be provided with the monthly billing. Vendor must provide written certification of actual costs after each mailing for reimbursement with invoices.

3. IMPLEMENTATION

The Bidder shall provide a detailed timeline and steps to be taken to ensure a smooth transition. (within a separate attachment).

4. CONTRACT CHANGE ORDERS

The City may wish to contract optional services from the awarded firm during the term of the contract or the renewal periods. The City further reserves the right to negotiate related additions or deductions from the scope of services listed herein based on the needs of the City and advancements in technology. If the City identifies a need to negotiate additional related services with the award vendor, the Vendor shall provide the City with a quote. If the City deems it is in the best interest of the City, then a change order or contract amendment shall be processed in accordance to City policies and ordinances.

INVITATION FOR BID #23-B-004**PRICE SHEET**

Please provide the proposed fee to be charged in connection with the services described in the Invitation to Bid. Fee proposed must include all charges relating to the services required and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. Award will be based on the total bid price.

EA=Each LSM=Lump Sum

ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Start up Charge: This is a <u>one-time flat fee</u> that includes the initial bill design, initial programming, all testing, any necessary initial training of City staff, and any other costs relating to getting set up and prepared to bill for the first time.	1	LSM		\$
2	Price Per Processed and Mailed Statement: This rate shall include all services and supplies necessary to process and prepare bill statements for mailing, excluding postage. This rate is fixed and shall not vary based on the actual quantity of single bill statements or combined bill statements. Combined bills are bills that are associated with different service locations placed in one envelope and mailed to the same mailing address. ➤ (Exhibit 1) Monthly Statement 8 ½" x 11", two color (black and red ink) with shading, 20 lb. paper, double-sided format with one side being a preprinted informational side with black ink. ➤ (Exhibit #2) #10 Mailing Envelopes ➤ (Exhibit #3) #9 Courtesy Return Envelopes	264,000	Each per statement	\$	\$
3	Size 8 ½" x 3.67" "buckslip", single sided, up to 3 colors, 20lb white paper	22,000	Per insert	\$	\$
GRAND TOTAL				\$	

Additional Service Information Requested

This bid pricing will be included in the contract, but not used in the evaluation or comparison of bids:

ITEM #	DESCRIPTION		UNIT	UNIT PRICE	EXTENDED PRICE
4	Programming requested after initial set up: This rate shall be fixed per each hour of programming effort requested after all start up related programming has been completed.		Per Hour	\$	
5	Custom insert design: This rate shall be fixed per each hour of custom insert design services.		Per Hour	\$	
6	Custom design/set up of envelope overprint: This rate shall be fixed per each hour of custom design and set up of envelope overprint request.		Per Hour	\$	
7	Changes to bill design: This rate shall be fixed per each hour of labor involved with changes to the bill design (changes to text/layout/fields included on the bill etc.) after all start up related design has been completed.		Per Hour	\$	
8	Respondents must also provide a separate attachment showing all rates up to a quantity of 22,000 for the following 8.5" x 11" trifold specifications (see below) as a bill insert and as a separate mailing. For clarity of pricing, please include rates for the separate mailing option (i.e. outside of the bill statement mailing), even if the pricing is the same as the option to insert them with a bill. The rates shall include all efforts and materials needed to print, fold, and stuff inserts. The rate does not include custom insert design or postage. <u>Options:</u> • single sided, one color, 20lb & 75lb white offset paper • double sided, one color, 20lb & 75lb white offset paper • single sided, up to 4 colors, 20lb & 75lb white offset or gloss paper • double sided, up to 4 colors, 20lb & 75lb white offset or gloss paper				Bidder to Provide Pricing for this Line Item within a Separate Attachment

9	Respondents must also provide a separate attachment <u>showing all rates up to a quantity of 22,000</u> for the following 8.5" x 3.67" "buckslip" specifications. <u>Options:</u> • single sided, one color, 20lb & 75lb color offset paper • double sided, one color, 20lb & 75lb color offset paper • single sided, up to 4 colors, 20lb& 75lb color offset or gloss paper • double sided, up to 4 colors, 20lb & 75lb color offset or gloss paper				Bidder to Provide Pricing for this Line Item within a Separate Attachment
Postage will be paid at the current USPS rate at the time of each mailing					

DELIVERY **# of Days**, After Receipt of Order for Fully integrated services for "Go Live".

ACH PAYMENTS

Does your company accept ACH Payment Method? () Yes () No

If yes, please advise contact for coordination for payments:

Name: _____ Title: _____

Email: _____ Phone#: _____

PROMPT PAYMENT DISCOUNT

The City of Titusville shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Vendors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Vendor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: _____

BIDDER INFORMATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and Special Conditions, Contractor's Notes, Scope of Services, and all other documents accompanying or made part of this invitation for bid.

COMPANY NAME AND ADDRESS: _____ _____ _____ _____	PHONE # _____ FAX # _____ FEIN # _____ DUNS # _____
AUTHORIZED SIGNATURE: _____ PRINTED SIGNATURE: _____ TITLE: _____ E-MAIL: _____ WEBSITE: _____	
DATE SIGNED:	

OFFICIAL ADDRESS, PHONE & FAX NUMBER (If different from above).

Address: _____

Phone No. _____ Fax No. _____

**Utility Billing Printing & Mailing
INVITATION FOR BID #23-B-004**

QUESTIONNAIRE FORM

**This form is to be utilized to provide general information about your company to the
City of Titusville.**

Name of Company _____ Fed I.D. # _____

Business Tax Receipt/Occupational License Number (as applicable): _____

City of Titusville ☐ Yes or ☐ No: Other (City/County/Etc.) _____

State of Florida Registration Entity Name: _____

Document Number: _____ Status: _____

Please answer the following:

1. Number of years your firm/company has been in business: _____ years.
2. Is your firm incorporated in the State of Florida? ☐ Yes ☐ No
3. Number of years your firm/company has provided the type of product/service required by the Invitation for Bid: _____ years.
4. Headquarter address if different from business address:

5. Complete the table below as fully as possible, describing projects similar in character and scope to the Work specified in this Invitation to Bid which have been successfully completed during the past Five (5) years.

Name of City	ERP System Housing Data	Type of Data File Provided	Number of Annual Bills Processed

6. Does your firm offer Electronic Billing options? ☐ Yes ☐ NO

7. List of additional related services that you Company provides.

8. Identify key members of firm's team that will service the City. Identify the primary day-to-day contact(s) for the engagement and their experience.

Name and Title

Years of Experience

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

1. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
2. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
3. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
4. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
5. Business/Organization (Name):	
Address:	
Contact Person (Name):	Telephone:
Fax and/or Email:	
Date of Service:	Contract Total:
Description of Service:	
Bidder Company Name (printed):	
Address:	
Authorized Signature Printed:	
Authorized Signature:	
Telephone #:	Email:

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 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 Contractor complies fully with the above requirements.

Vendor's Signature, Title, Date

Notary Public Information

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____.

(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with the _____. Bid/Bid for THE CITY OF TITUSVILLE.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____.
3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

Notary Public Information

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____.
(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid) STATE OF _____)

) SS.

COUNTY OF _____)

being first duly sworn, deposes and says that he is

(Sole owner, a Partner, President, Secretary, etc.)

of _____

the party making the foregoing Bid or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Bid or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Bidder)**Notary Public Information**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____.

(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)_____
(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

City of Titusville E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website ([http:// www.uscis.gov/e-verify](http://www.uscis.gov/e-verify)) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Contractor		Date
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____.

(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)	(Signature of Notary Public - State of Florida)
--	---

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of _____ (name of bidder or contractor) is _____.
2. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature _____	Printed Name _____	Title _____	Name of bidder or contractor _____
STATE OF _____	<u>Notary Public Information</u>		
COUNTY OF _____			

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____.

(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

CERTIFICATE

I HEREBY CERTIFY that a meeting of the Board of directors of _____, corporation under the laws of the State of _____ held on the _____ day of _____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ (title) of the corporation, is hereby authorized to execute the contract _____ day of _____, _____, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, _____.

Secretary

Notary Public Information

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____.
(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

**Utility Billing Printing & Mailing #23-B-004
STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this requirement, please return this form to:

City of Titusville Purchasing and Contracts
555 S Washington Ave
Titusville, FL 32781

We the undersigned have declined to bid on your Bid No. _____ for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (please specify below)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (please specify below)

____ Unable to meet bond or insurance requirements

____ Remove our company from Vendor database for this commodity/service

____ Other (please specify below)

Remarks: _____

PLEASE PRINT COMPANY NAME:

COMPANY ADDRESS:

TELEPHONE NUMBER:

PRINTED SIGNATURE:

AUTHORIZED SIGNATURE:

InfoSend, Inc. Response to:

City of Titusville, FL
Bid Number: 23-B-004/TB
Utility Billing Printing & Mailing

Due: 12.15.2022

Time: 3:00pm

Prepared for: Tracy Bailey
Procurement Analyst

Provided by: Marty Bielecki
Sales Executive
marty.b@infosend.com
Office: 714.993.2690
Mobile: 239.247.4419

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InfoSend, Inc. is pleased to present this response to the City of Titusville. InfoSend, founded in 1996, is a privately held California corporation with a mission to provide the best possible Customer Communications Management (CCM) platform while still maintaining a client-focused company culture. Now delivering more than 250 million print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry best client retention and satisfaction rate.

InfoSend is focused on delivering services to entities in the utility industry. With at 600 client in the utility sector currently under contract, InfoSend has unique expertise and understanding of the requirements beyond what is communicated in this response.

Key Advantages of InfoSend

- Company culture prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.
- Extensive experience with BS&A software CIS platform with successful implementations for City of Cooper City, City of Lake Forrest, Santa Ana River Water Company, City of Hamtramck, and City of Gulf Breeze, among others. A Letter of Reference from BS&A software is provided on the next page as InfoSend is a trusted and preferred partner of BS&A.
- Locally based Florida production facility located in Fort Myers.
- Same day disaster recovery when using standard materials, which are pre-staged at all our locations – redundant production capability should a hurricane, power outage, or other emergency arise.
- Over 200 employees across multiple states, with high employee retention ensuring clients are handled with consistent knowledge and care.
- Wholly owned and operated out of 5 regional production facilities in FL, TX, MA, IL and CA. We never use subcontractors to sub excess printing volume out to other vendors.
- Serving over 60 city and county Florida Utilities including Orange County Utilities, Manatee County Utilities, Collier County Utilities and Clay County Utility Authority.
- Owned and operated Electronic Billing, Payment and Presentment platform, with PCI-Level 1 certification.

InfoSend is capable and eager to meet the requirements as laid out in this proposal, leveraging our experience and focus on client satisfaction. Further, the commitment to evolving the services ensures that a partnership with InfoSend will help your organization evolve with the continually changing landscape of consumer communication, interaction, and payments.

Thank you for the opportunity.



Russ Rezai
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November 28, 2022

Tracy Bailey, Procurement Analyst
City of Titusville
555 S. Washington Ave
Titusville, FL 32796

Tracy,

I understand that Infosend will be responding to an RFP for bill printing services for the City of Titusville. They provide their bill printing solution to a number of BS&A clients and are a preferred partner of ours. They have considerable experience implementing their solution in a BS&A environment. More importantly, they do an excellent job servicing our common clients.

From an integration standpoint, Infosend can accept the BS&A standard Utility Billing export file. There will be no costs from BS&A to communicate with Infosend. With other vendors, we occasionally have to create a custom billing export file, which would result in customization costs.

I understand that you have many factors to consider. Regardless of the vendor you choose, BS&A will do our best to work with them.

A handwritten signature in blue ink that reads "Steve Rennell".

Steve Rennell
Account Executive
BS&A Software
Mobile: 248-808-7328
srennell@bsasoftware.com

Response to SCOPE OF SERVICES/SPECIFICATIONS

Response to 1. OVERVIEW

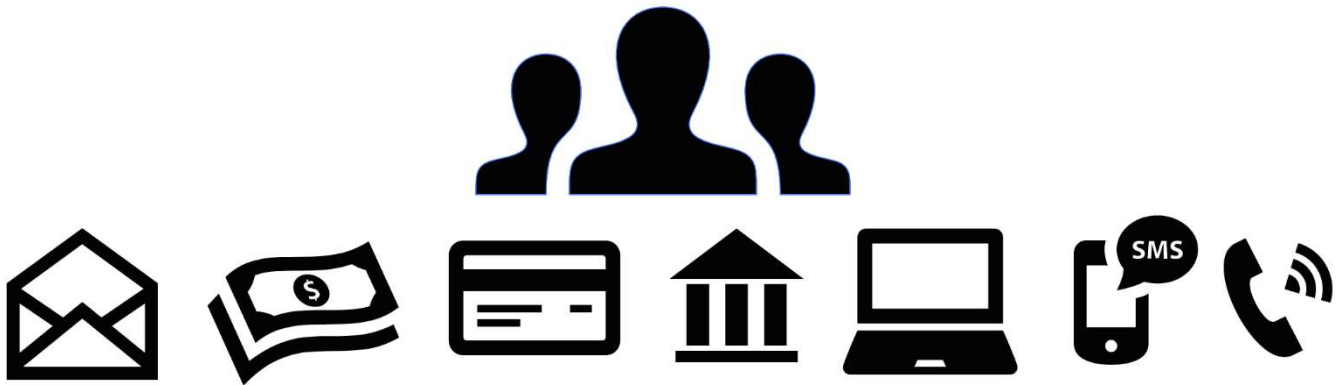
The City's Utility Billing department, is considering sealed bids to provide utility bill design, printing, mailing, and related services, from a qualified, organization or person(s) with experience processing Municipality's utility bills and interfacing with Enterprise Resource Planning (ERP) software equal to BS&A Software, the software that the City is currently operating. The awarded vendor will be responsible for ensuring that their firm can produce satisfactory billings from the data files provided by the City within this solicitation and associated exhibits.

InfoSend - A Complete Customer Engagement Provider

Billing & Payments

Multi-Channel Customer Engagement: Web, Mobile, Print, Bank BillPay

Unparalleled Client Support



Services Overview

InfoSend is a client-focused, single-source provider of comprehensive Customer Engagement and Billing solutions.

CCM: Customer Communications Management with a Single Platform

- **Multi-Channel Distribution:** One data processing platform manages the import and handling of data files. This core system can then output the information to all delivery channels.
- **Electronic Communications:** the single platform can send Emails, SMS or make Outbound IVR phone calls according to customer preference.
- **Secure:** Upload data via our secure website, FTP with optional PGP encryption or SFTP into a PCI, HIPAA and SOC audited environment.
- **Innovative Document Designs:** Document redesign consulting – we create your new document look and feel and then our document composition creates bill images for both printed and paperless bills.
- **Customizable Messaging and Business Rules:** Create and schedule document messages by customer type or account number, with paper suppression and distribution workflow completely customizable to meet client needs.
- **Online Proofing, Job and Mail Tracking:** Web-based system to track and view samples of print or eBills before they are sent and monitor the job batch through distribution to the customer.
- **Detailed Reporting:** A variety of standard reports can be accessed via web portal or emailed to you, including a detailed breakdown comparison of inputs and outputs.

- **Archiving and Secure Third-Party API Access:** Documents can be stored within an InfoSend archive and may be accessed by clients via an InfoSend portal. InfoSend also has an API available, allowing any vendor the client authorizes to pull customer documents for display.

DPPM: Data Processing, Print, and Mail Service

- **Cloud Based Data Processing:** Data processing of raw data and print files is done within an InfoSend data center.
- **High Speed Digital Printing:** Print statements, invoices, letters, postcards, notices or other various documents using laser or inkjet technology: black, grayscale, black plus one or more spot colors and full color printing are all supported.
- **USPS Compliance and Automation:** USPS compliant postal presorting is used to drive postage to the lowest available rates, leveraging the Full-Service Intelligent Mail Barcode (IMB) workflow.
- **Address Reporting and Return Mail:** Address reporting for updates and mail returned by the USPS.
- **Dynamic Customer Messaging:** Automated and ad hoc targeted customer messaging capabilities, with dedicated Direct Communications department for production and distribution of marketing, informational inserts, postcard and special mailings.
- **Nationwide Facility Footprint:** InfoSend maintains multiple facilities nationwide to strategically reduce the delivery time of critical documents.
- **Fast Service Level Agreements (SLA):** Quick turn-around of document folding, inserting, presorting and delivery to the USPS with next business day job completion.

EBPP: Electronic Billing, Payment and Presentment

- **Multi-Channel Payment Collection:** InfoSend's payment platform provides customer convenience to pay by web, telephone, SMS, CSR, in-person EMV and bank payments.
- **One-Time and Automatic Payments:** Allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- **Paperless Bill Notification and Presentment:** Notify customers via email when a new bill is available and securely deliver exact replica of printed document to a customer's inbox or show online via the secure portal.
- **Mobile-Ready Customer Engagement:** All products are mobile-compatible out of the box with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.
- **Interactive Voice Response (IVR):** Accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- **SMS Text-to-Pay:** Enrolled customers may opt in to receive text notifications of new bills and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- **Bank Payments (MasterCard RPPS):** InfoSend can collect customer payments made via Online Banking and include them within the remittance file alongside other payment channels, saving the headache of processing these as paper checks.
- **Consolidated Lockbox Reconciliation:** Daily report of all payment channels provided in an easily accessible format.

Response to 2. SCOPE OF SERVICES

The Scope of Services requested shall include the items listed below:

a. The successful vendor will utilize the existing format for bills as provided in Exhibit #1 and the existing format for envelopes shall include the use of a #10 mailing envelope (Exhibit #2) for bills and a #9 mail-back envelope (Exhibit #3) for the customer. It will be the vendor's responsibility to keep in stock all necessary products to print and mail utility bills.

InfoSend accepts this requirement. InfoSend will utilize the existing format and will manufacture, store and utilize the proposed envelopes. All processing and production of the jobs are contained in-house.

b. It shall be the vendor's responsibility to print and mail all utility bills (Exhibit #1) on a weekly cycle. The City of Titusville bills are on four cycles per month. The areas of Exhibit #1 are numbered in correspondence with the Excel Spreadsheet – Exhibit #4, which represents the populated data upload. Data is provided via text file (.txt) format and is sent via FTP site address. Depending on the number of messages to be included on a bill some bills may be more than one page, the City estimates the number of accounts this may occur on during a cycle could range from zero (0) to 75 accounts.

InfoSend accepts this requirement. All production needs for processing raw data, printing and paginating pages for insertion is standard practice. InfoSend accommodates the automated transfer of files via FTP, Secure FTP as well as Secure Web upload. Messages will be part of the output from reading the data from the file. InfoSend also offers a Message Manager tool should the City be interested in creating ad hoc messages on the outputs.

InfoSend supports printing multiple pages (logical additional pages) as well as combining account pages into one mailing envelope. "Householding" is a common practice and supported.

c. All utility bills must be produced and mailed within 48 hours of receipt of the billing files and approval of proof samples by the City Utility Billing Coordinator or designee. Proof samples must be provided within 2 hours of the receipt of the billing data files. Once the proof samples are approved and invoices are generated, a PDF file of all invoices is required to be emailed to the City Project Manager. The vendor must provide to the City written certification of the dates and times the utility bills are mailed. The written certification must be received within five (5) business days of the date of receipt of the billing files.

InfoSend accepts the above requirements including and can enhance the service level of producing the bills within one business day for delivery to the USPS. To help address the production flow desired by the City, please see the following:

InfoSend Data Process Flow

InfoSend's Customer Communications Management (CCM) platform is designed to securely and efficiently accept, process and output client data to customers in a reliable and transparent manner. The data flow for InfoSend entails:

1. **Client Input-Data Transfer and Acknowledgement**
2. **Data Processing and Validation**
3. **Document Composition and Sample Approval**
4. **Printing**
5. **Quality Control**
6. **Mailing and Electronic Distribution**
7. **Confirmation and Reporting**

1. Client Input-Data Transfer and Acknowledgement

- **Secure File Upload Options:** On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and

depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.

- **Duplicate File Prevention:** All data transfers are checked against an archive of file-level hashes and if a match is found, the system will detect the file as a duplicate. If a duplicate is detected, the processing program is halted and a warning is generated, calling for immediate follow up by InfoSend support personnel.
- **Multi-File Inputs:** InfoSend's system can be configured to create batches based on multiple source files, as well as wait a predetermined amount of time for more client records to be transferred before beginning the batch processing.
- **Process Confirmation:** Successfully transferred files are identified by client input type, resulting in a confirmation receipt sent.

2. Data Processing and Validation

- **File Integrity:** Each of InfoSend's programs is custom made to work with the clients' specific data file format. Incomplete or erroneous data will result in a program halt, issuing a warning that is escalated to InfoSend support personnel for immediate follow up.
- **Data Checks:** InfoSend programs are set up to check for individual data fields and halt if criteria are not met--for example if a date field contains a value older than an acceptable threshold. All data check halts issue a warning and escalation to InfoSend support personnel.

3. Document Composition and Sample Approval

- **Job Batch Creation:** InfoSend's system will take validated input data and begin processing by assigning a unique production Job Code specific to the client input file(s). This Job Code identifies and accompanies the output through InfoSend's processing.
- **Document Layout and Business Logic:** the input data is rendered by the InfoSend application, resulting in the layout defined during the implementation. Any client defined special business logic conditions are applied at this time.
- **USPS & Special Messaging:** During processing, the system will also validate customer mailing addresses, optionally apply National Change of Address (NCOA) updates, and perform record suppression based on client-defined criteria. The system also performs USPS pre-sorting of records, applying the Intelligent Mail Barcode (IMB) and ensuring the records are in the correct order to maximize postal efficiency. Additionally, InfoSend's CCM platform will check the database for any scheduled messages or inserts to be included with the output.
- **Rendered Output and Sample Review:** Once a file has successfully been rendered, clients have the option to review a sample file containing a PDF output of the documents. Sample outputs can contain a percentage of or the complete output and includes a Process Summary report cover page which lists details on the output work to be performed by InfoSend. Clients are provided the option to either reject and resend their data file with corrections or approve the batch. Once files are approved, an email confirmation of the approval is sent, and the output is released to the manufacturing environment for distribution.

4. Printing

- **Job Priority:** Jobs are printed on an as-received basis, with jobs requiring the shortest turnaround time given priority. InfoSend is committed to meeting the agreed upon mail turnaround times for all clients simultaneously and is staffed and equipped accordingly.
- **Operator Controls:** Once a sample file batch has been approved for printing, files are sent to the print production queue. InfoSend's unique Central Print program monitors print jobs in the production department, prohibiting a job from being printed more than once, and provides operator controls including timestamps of printing time and other tracking metrics. InfoSend production staff with appropriate permissions are granted access to queued files.
- **Job Ticket:** A job ticket is attached during processing to each production run. A job ticket contains information such as printing specifications, form type, envelope options, and whether an insert should accompany the file. The job ticket is printed in our production department and remains with a job until it is released to the USPS for mailing.

5. Quality Control

- **Dedicated Workflow and Staffing:** InfoSend's emphasis on quality and customer satisfaction requires a dedicated step and operator role in the process to validate the printed output. This step in the process takes place after printing but before distribution. Each job is thoroughly checked a minimum of 4 times for general alignment, printing, color

or mailing address block issues which would result in problematic processing or mailing: before printing, after printing, upon delivery to the QC department and finally upon delivery to the mailing department.

- **Uniquely Tailored QC Program:** InfoSend has an internally developed workflow that provides onscreen prompts to QC personnel, requesting they check for bill specific information (such as customer name, account number, address) on randomly selected pages throughout the batch. These onscreen prompts are customized to the client's data and ensure the integrity of data throughout the batch before releasing for distribution.

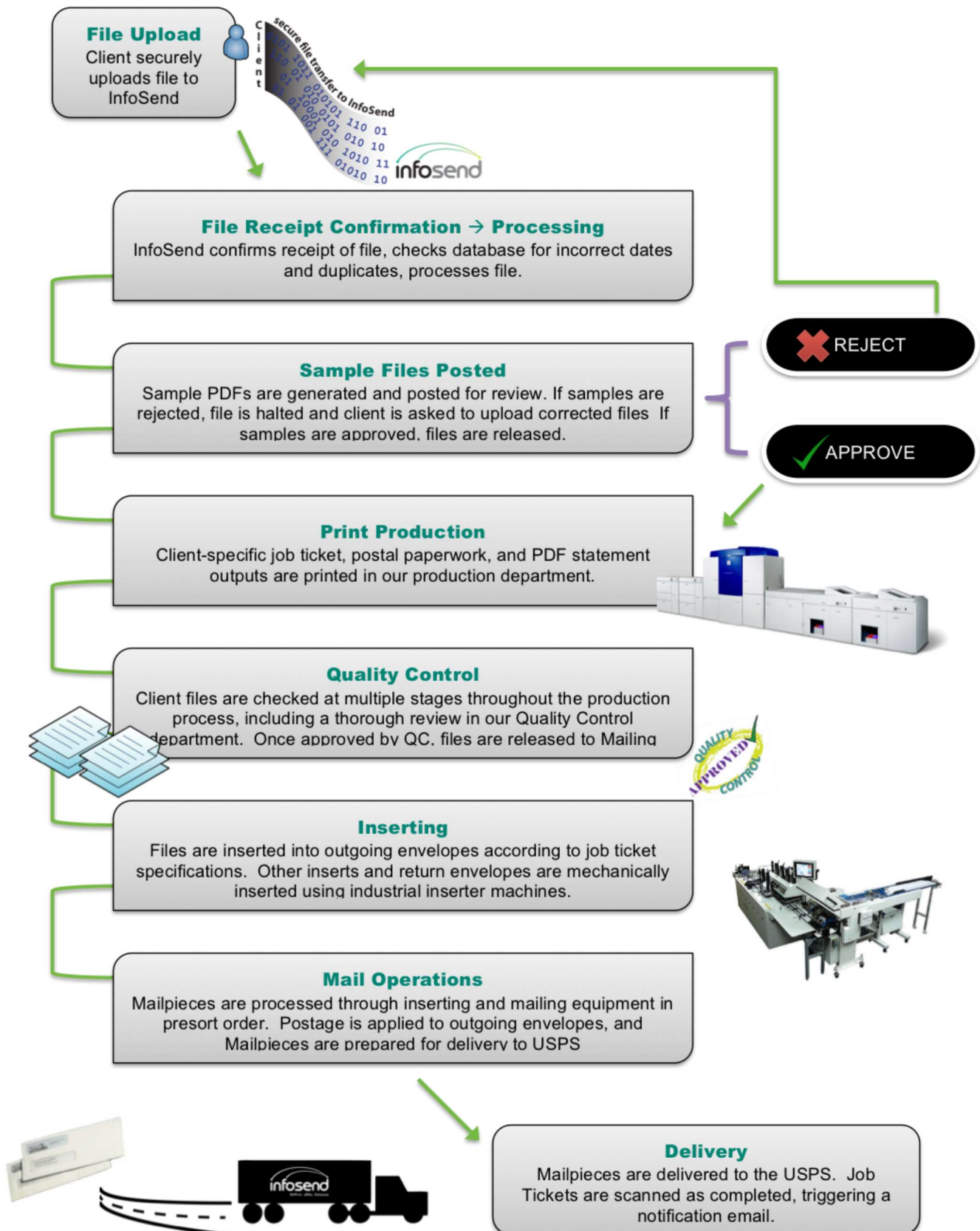
6. Mailing and Electronic Distribution

- **Mailing Department:** once a job has gone through Quality Control, it is released to the printing department for fulfillment. All printed pages are matched to the correct materials per the Job Ticket and inserted into the envelope for mailing. Mail that has been inserted is then delivered to the USPS with the appropriate postal paperwork for the USPS to validate prior to induction. Upon delivery to the USPS, either at the onsite Detached Mail Unit (DMU) or local distribution center, the job batch is scanned as completed by an InfoSend operator.
- **Electronic, Multi-Channel Distribution:** upon completion of the job batch, InfoSend's CCM platform begins the electronic distribution of customer records to the InfoSend archive, hosted eBusiness system, back to the client, or other third party distribution networks.

7. Confirmation and Reporting

- **Process Confirmation:** once InfoSend has completed the distribution of the client job batch, a confirmation receipt is sent to the client with details on the job batch execution. This receipt serves as the final notification regarding the input data received.
- **Reporting:** InfoSend's platform also provides robust reporting back to clients on the output services performed. InfoSend offers detailed address update and suppression reporting, as well as customized, detailed breakdown of the fulfillment.

Data Processing Workflow Diagram:



d. Advertisements in the form of flyers will be included periodically throughout the year with the billing. Vendors may be required to print, cut (if needed) and place flyer with the billing or place preprinted City provided flyer with billing. A quote for a separate charge is to be provided for this work upon request.

InfoSend accept and support this request.

InfoSend Direct Communication Service

InfoSend's Direct Communications Service allows clients to reach their customers with impactful messaging campaigns, leveraging InfoSend's expertise as document production and mailing specialists. With the same emphasis on excellent customer service as InfoSend's core services, InfoSend's Direct Communications (DC) Team provide a comprehensive source to design, develop and send information to your customers in just the right format. The DC Team helps clients avoid juggling vendors and excessive drop shipping costs by producing their content "in house" with InfoSend.

With online tools to request and track production, InfoSend is able to produce an array of communication types, with a range low cost black and white through full color on glossy stock:

- **Buckslips**
- **Postcards**
- **Letters**
- **Flyers**
- **Folded Brochures**
- **Envelope Graphics**

Communications produced by InfoSend leverage InfoSend's Customer Communications Management (CCM) platform to ensure the message is delivered to the right customers on-time and in the desired channels. Communications can be inserted with existing client mailings performed by InfoSend, or printed "inline" with the existing document as an additional page. The communication can also be inserted "selectively", allowing clients to target specific customers.

All mailings and communications can include graphical messaging on the mailed envelope as well, allowing clients to communicate to customers even before the mail pieces is opened.

e. Direct Mailing to all customers may be requested on a case-by-case basis. This could be a mass mailing not included in the utility billing. Vendor may be requested to print and stuff letters to each owner of property within the municipality. The City would provide the vendor with an electronic file containing related data and insert format, which would need to be printed, placed in window envelopes and mailed within a specified time from the receipt of the file. These direct mailings will be quoted on an as needed basis.

InfoSend accepts and supports this requirement.

Direct Communications – One Time Mailings

One-time print and mail projects can be set up relatively quickly. They can be used in scenarios where an insert will not work and the topic clients are communicating must be sent out as a separate mailing.

- Examples are customer rate change notices or any other important notices that must be sent separately from regular bills or other regular mailings.
- Expedited projects are possible if clients have an emergency and must send out a notification on short notice.
- Example formats are postcards, letters that are inserted into a #10 envelope and letters that are folded and tabbed.

f. The City of Titusville currently produces approximately 264,000 utility bills on an annual basis. Invoices are generally processed each Wednesday; however, the vendor must be flexible with scheduling as

some exceptions will apply during City Hall Office closures. This may happen within 24 hours of invoicing run.

InfoSend accepts this requirement. InfoSend will provide the City an automated program to read the data, merge with the outputs and produce the bills. The application provided will be an automated program where the City can send data on its schedule.

InfoSend Data Processing Implementation Options Highlights

- InfoSend's Data Processing platform is completely adaptable to client output, accepting both data-only text files (e.g. flat files, csv, XML, etc.) and print-output PDF files.
- "Express PDF" implementation for print-output PDF file is most cost-effective and efficient, leveraging InfoSend's unique industry experience developing for and managing PDF technology.
- Familiarity and expertise with data formats from a wide variety of industries, including government, citations, utility, healthcare, finance, insurance, and more.
- The system supports combining multiple files to generate singular document output for multi-channel distribution.
- All data is parsed, normalized and loaded into the InfoSend database to facilitate distribution and reporting.
- The system supports custom designed business logic rule sets for "selective" inclusion or suppression of messages or materials such as inserts or return envelopes.

g. Postage Cost: Actual costs are to be provided with the monthly billing. Vendor must provide written certification of actual costs after each mailing for reimbursement with invoices.

InfoSend accepts this requirement. While it is preferred and customary for a postage deposit to be invoiced and then replenished when billing for services and postage in arrears, InfoSend will waive the initial deposit.

Response to 3. IMPLEMENTATION

The Bidder shall provide a detailed timeline and steps to be taken to ensure a smooth transition. (within a separate attachment).

InfoSend Implementation

InfoSend's client-focused service and industry-leading client retention rate starts with a successful implementation. Since 1996 InfoSend has continually refined the implementation process to ensure clients Go-Live occurs expeditiously and without error.

All InfoSend implementations have 4 key phases.

1. **Requirements Gathering**
2. **Application Build**
3. **User Acceptance Testing (UAT), Samples, Parallel Testing, and Training**
4. **Go-Live and Follow Up**

Requirements Gathering

The project is started with a dedicated Account Manager assigned to the project. The Account Manager acts as the primary point of contact with clients while working with all internal InfoSend programming and operations staff, and will chair a recurring (often weekly) implementation meeting with the client's key staff. InfoSend, as a cloud-based solutions provider, engages clients in implementation and support via phone, email and web-based tools, including web-browser screen sharing. All setup, training and request tracking is provided virtually using industry standard tools. Critical communications sent to or received from clients during the implementation are centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

The Account Manager establishes key milestones and completes standardized steps in the InfoSend implementation plan. The process includes requirements gathering and analysis of the application to be developed, including a data mapping exercise, resulting in a Statement of Work (SOW) for client approval.

Application Build

Once the SOW is approved, the application undergoes development and configuration. Prior to completion of development, the application is reviewed by a secondary Account Manager or member of the IT management group to ensure that no task was left undone or done incorrectly. Sample output is produced and checked by InfoSend Quality Control, automated Quality Control methods are configured within processing.

Samples, Parallel Testing, and Training

During the last phase of the implementation, output and application web access is provided to clients for User Acceptance Testing (UAT). Once the application build is validated and accepted by the client, the application is put into Parallel Testing mode. During this time clients are encouraged to transfer copies of live data to InfoSend to be automatically processed and output for review, simulating go-live. Clients check the web application and output to ensure that it is satisfactory and any requested revisions will be completed before go-live. Any payment related applications are tested to ensure payment deposits are received and reconciled. Clients are also trained on how to use InfoSend tools and reporting to support the application at this time.

The hour-long, web-based training covers:

- File uploads
- Sample review and approval
- Managing document messages and insert requests
- Accessing archived reports
- Managing User Permissions

- Performing research and support for customer activity
- Payment reconciliation (for payment applications)
- Submitting, viewing and closing support requests

Go-Live and Follow Up

Go-Live of the application includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final. After Go-live, your Account Manager performs a post go-live follow up to ensure client satisfaction.

Please see "InfoSend Data Processing Print and Mail Project Plan" attached at the end of this proposal.

InfoSend Electronic Billing and Payments Project Plan

Based on previous experience with Clients of similar size and structure, the following timeline has been provided for project implementation. The implementation timeline begins once the contracting phase has been completed and InfoSend has received test files and mockups from the Client. Receipt of the test files and mockups will allow the Account Manager to begin the technical implementation.

This is only a sample 12 week timeline and assumes the Client will be attending weekly meetings and remaining responsive in providing deliverables necessary to complete the project.

Milestone: Requirements Gathering Weeks 1-4	Responsibility
Kick-Off Meeting: Familiarize each party with the Project Managers assigned to the implementation	Both
Kick-Off Meeting: Set Weekly Meeting Schedule for Duration of the project	Both
Kick-Off Meeting: Confirm Payment Channels: Web, IVR, SMS, In-Person EMV, Bank BillPay	Client
Kick-Off Meeting: Confirm User Data Migration Requirements	Client
Kick-Off Meeting: Discuss Standard Reporting examples and confirm Payment Settlement Requirements	InfoSend
Kick-Off Meeting: Discuss Billing System Interface Requirements (e.g. lockbox, payment posting, etc)	Client
Kick-Off Meeting: Capture Branding, Web Portal and IVR Requirements	InfoSend
Kick-Off Meeting: Discuss Go-Live Plan and Customer Marketing (paper or email notifications)	Both
Follow Up: Provide Access to Demo Portal for Initial User Acceptance Testing (UAT) Feedback	InfoSend
Follow Up: Provide Access to Demo IVR for Initial User Acceptance Testing (UAT) Feedback	InfoSend
Follow Up: Provide Sample Standard Reporting for Client Review	InfoSend
Follow Up: Provide Billing System Interface Sample File Formats or Requirements	Client
Follow Up: Provide Sample User Migration Data Samples	Client
Follow Up: Provide Feedback on Demo Portal and IVR for InfoSend Revisions	Client
Follow Up: Provide Feedback on Billing System Interface and User Migration	InfoSend
Finalize: Confirm Demo Portal and IVR Workflow	Both

Finalize: Confirm Billing System Interfacing	Both
Finalize: Confirm User Migration Data	Both
Finalize: InfoSend completes Internal Development Checklist to begin Application Build	InfoSend
Milestone: Application Build Weeks 5-8	Responsibility
Development: Application Build started Internally	InfoSend
Development: As needed, InfoSend Project Manager verifies additional requirements with Client	Both
Development: Internal Testing and Review of Applications is completed by Project Manager	InfoSend
Development: Internal Development Checklist reaches 100%	InfoSend
Go-Live Planning: Finalize Go-Live schedule, with relevant dates based on Client billing cycle schedule	Both
Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination Weeks 9-12	Responsibility
UAT: Provide Access to Production Web Application	InfoSend
UAT: Provide Access to Production IVR Application	InfoSend
UAT: Provide Sample Outputs to test Billing System Interface	InfoSend
UAT: Provide final feedback on Web & IVR Application	Client
Training: training sessions provided via web for Back Office Customer Service Rep (CSR) tools and reconciliation	Both
Complete Payment Test Cycle: Payment Confirmation Received, Billing System Posting, Bank Deposit and Reconciliation	Client
Go-Live Coordination: User Data Migration to InfoSend performed by Client via Secure Channel	Client
Go-Live Coordination: Internal Go-Live readiness checklist completed by Project Team and Management	InfoSend
Milestone: Go-Live Week 12	Responsibility
Go-Live: Web Application URL is published by Client	Client
Go-Live: IVR phone number is published or transfer setup by Client	Client
Go-Live: Customer Marketing (paper or email notifications) initiated	Both
Follow Up and Support: continue weekly meetings to cover additional questions or training until client satisfaction	Both
Follow Up and Support: send implementation survey and make management team available to ensure satisfaction	InfoSend

Response to 4. CONTRACT CHANGE ORDERS

The City may wish to contract optional services from the awarded firm during the term of the contract or the renewal periods. The City further reserves the right to negotiate related additions or deductions from the scope of services listed herein based on the needs of the City and advancements in technology. If the City identifies a need to negotiate additional related services with the award vendor, the Vendor shall provide the City with a quote. If the City deems it is in the best interest of the City, then a change order or contract amendment shall be processed in accordance to City policies and ordinances.

InfoSend accepts and supports providing additional services to the City.

Response to MINIMUM QUALIFICATIONS

Bidders shall be properly licensed to conduct business in the State of Florida. Vendor. The successful Bidder will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed including registration with the State of Florida to conduct business within the state. Prior to award, the apparent low Bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office.

InfoSend is licensed to conduct business in Florida as well as operates a production facility within the state.

Florida & Southeastern US Production Facility

13891 Jetport Loop • Fort Myers FL 33912



InfoSend's 13,000 sq. ft. Southeastern production facility is located South of Tampa, FL. This facility is used to process documents for clients located in Florida, the Southeast and up the Eastern Seaboard.

Other InfoSend Facilities

InfoSend is located strategically across the nation, ensuring both disaster mitigation and regional access to the USPS.

Corporate Headquarters & Western US Production Facility

4240 E. La Palma Ave • Anaheim CA 92807



InfoSend owns and operates its 80,000 sq. ft. headquarters and Western US production facility. This facility sits on a 4.3-acre lot and is one of the premier bill processing centers in California. This facility acts as the primary data center, provides disaster recovery to the other facilities and has a 600KW backup generator that can power the entire facility in the event of a grid failure. InfoSend's Anaheim facility is designated a USPS

Detached Mail Unit (DMU) with USPS representatives working on-site. This property also has a separate 25,000 sq. ft. building constructed on campus for additional office and warehouse space.

Midwest & Northeastern US Production Facility
1406 Centre Circle · Downers Grove IL 60515



InfoSend owns and operates a 25,000 sq. ft. Midwest production and disaster recovery facility located In Downers Grove, just west of Chicago, Illinois. This facility is used to process mail for clients located in the Midwest or Northeast, and also serves as an out-of-state disaster recovery facility. The location is designated as a USPS Detached Mail Unit (DMU) with USPS representatives working on-site.

Texas & South Central US Production Facility
1624 W Crosby Road #128 · Carrollton TX 75006



InfoSend's 21,000 sq. ft. Texas Production facility is located near Dallas and is the main production center for clients in the South and the Central US. This facility also provides out-of-state disaster recovery for InfoSend's other locations.



InfoSend Northeast Production Facility
41 Rogers Road
Haverhill, MA 01835

InfoSend Northeast, LLC is an affiliate organization to InfoSend. It is located in Massachusetts and services clients in the Northeastern US of both InfoSend and InfoSend Northeast. InfoSend provides disaster recovery services to InfoSend Northeast.



Local Business Tax Receipt

Dear Business Owner:

Your 2021-2022 Lee County Local Business Tax Receipt is attached below for account number **2003072**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2021 - 2022
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 2003072

Account Expires: September 30, 2022

Location:

13891 JETPORT LOOP UNIT 1518
FT MYERS FL 33913

INFOSEND INC
INFOSEND INC
4240 E LA PALMA AVE
ANAHEIM CA 92807-0000

May engage in the business of:

PRINTING COMPANY

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 596495-52-1

08/02/2021 12:13 PM

\$50.00

State of Florida

Department of State

I certify from the records of this office that INFOSEND, INC. is a California corporation authorized to transact business in the State of Florida, qualified on August 21, 2014.

The document number of this corporation is F14000003553.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 28, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of January,
2020*



Randy Bue
Secretary of State

Tracking Number: 8939619487CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

The Bidder shall have a minimum of five (5) years' experience in providing printing and mailing services to utilities comparable to the City of Titusville in terms of volume and frequency of mailings, and system requirements.

InfoSend has 26 years of experience providing the required services. Of our 800 clients, 80% are in the utility and municipal utility space, including over 50 clients just like City of Titusville in Florida.

Get to Know InfoSend - A Reliable Partner

InfoSend has provided business process outsourcing services since 1996, handling the processing and distribution of over 250 million critical documents annually for industries throughout the United States. Utilizing the most current technology, InfoSend's Customer Engagement platform offers a single source provider to reach customers with effective and timely interactions.

InfoSend's Customer Communications Management (CCM) platform distributes critical documents across multiple channels, including InfoSend's own manufacturing environments in California, Texas, Illinois, Massachusetts and Florida for Data Processing, Printing and Mailing (DPPM). InfoSend's hosted Electronic Billing, Presentment and Payment (EBPP) applications drive the customer remittance process with web, IVR, SMS and Bank BillPay payments. The cloud-based, Software as a Service (SaaS) approach allows InfoSend to refine offerings without client-side installed software or maintenance, as well as providing for flexible integrations to existing systems or vendors.

Integrity is at the core of InfoSend, with a stated goal to retain and provide complete satisfaction for each client. InfoSend has over 200 employees across multiple states, and the company culture has led to high employee retention, affording clients familiarity and quality service. From our internal operations, to how we support our valuable clients, InfoSend's client-focused service has led to an industry-leading client retention and satisfaction rate.

The Bidder shall provide three (3) references which have similar quantity monthly billing accounts; at least one reference must be a public water and/or wastewater utility.

City of Gulf Breeze, FL	850-934-5103
1070 Shoreline Dr.	Joanne Oliver - Utility Billing
Gulf Breeze, FL 32561	joliver@gulfbreezefl.gov
• Contracted Since: 2015 • Billing System: BS&A Software • Volume: Approximately 10,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail	

South Martin Regional Utility, FL	772-546-2511 ext 214
2 Bridges Road	Linda Race - Customer Service Manager
Hobe Sound, FL 33455	lrace@tji.martin.fl.us
• Contracted Since: 2018 • Billing System: BS&A Software • Volume: Approximately 8,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail	

Clay County Utility Authority, FL	904-213-2481
3176 Old Jennings Rd	Diana Strickland - Customer Service and Billing Manager
Middleburg, FL 32068	dstrickland@clayutility.org
• Contracted Since: 2014 • Billing System: Proprietary • Volume: Approximately 40,000 Mail Pieces Monthly • InfoSend Products Used: Electronic Data Transfer Statement Mailing Services	

City of Cape Coral, FL	239-574-7722 x4010
1015 Cultural Park Boulevard	Bill Boyd - Financial Services
Cape Coral, FL 33990	bboyd@capecoral.net
• Contracted Since: 2019 • Billing System: JD Edwards (Utility) • Volume: Approximately 48,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail	

Collier County Utilities, FL	Ph - 239-252-8744 Fx - 239-252-6585
4370 Mercantile Ave.	Annia Machin - Manager – Utility Billing & Customer Service
Naples, FL 34104	anniam.machin@colliercountyfl.gov
• Contracted Since: 2019 • Billing System: Harris - inHANCE • Volume: Approximately 45,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing, Printing and Mailing Services	

Required Forms

Bidder Checklist

Invitation to Bid Cover Page

SUBMIT SEALED BID TO: City of Titusville Purchasing & Contracting Division PO Box 2806 (555 South Washington Avenue) Titusville, FL 32781-2806 (32796-3584)				INVITATION TO BID Bid Acknowledgment <i>This is not an order!</i>	
PROCUREMENT ANALYST: (321) 567-3734 Tracy.bailey@Titusville.com		FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523			
BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing and Contracts, 555 Washington Ave, Titusville, FL 32796, or at the DemandStar® website, emailing PA					
RELEASE DATE: November 17, 2022		BID TITLE: Utility Billing Printing & Mailing		BID NUMBER: 23-B-004/TB	
				BID OPENING DATE AND TIME: December 15, 2022 3:00PM	
PRE-BID DATE, TIME, AND LOCATION: ☒ None ☐ non-Mandatory ☐ Mandatory					BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 33-0748516	
TELEPHONE NUMBER/TOLL-FREE NUMBER: (800) 955-9330		If returning as a "no bid," state reason: N/A	
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the City of Titusville, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the City of Titusville all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Titusville. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final		The Contractor acknowledges that information provided in this ITB is true and correct. ☒	
		AUTHORIZED SIGNATURE (MANUAL)  NAME (PRINTED) President TITLE DATE 12/13/22	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

STATE OF California
 COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of December, 2022, by _____ (name of person acknowledging).

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____ (Public)

(Signature of Notary Public - State of Florida)

 (Print, Type, or Stamp Commissioned Name of Notary Public)

BOND DATA

CONTRACTOR MUST PROVIDE:

Yes ☐ No ☒

BID BOND

Yes ☐ No ☒

PERFORMANCE BOND

Yes ☐ No ☒

LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	VI
\$ 2,000,000	II	\$ 50,000,000	VII
\$ 5,000,000	III		
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On December 13, 2022 before me, Sharon Elizabeth Rodas, Notary Public
(insert name and title of the officer)

personally appeared Rusteen Rezai
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Bidder's Checklist & Addendum Acknowledgements

Bidder Checklist

One (1) original hardcopy completed on the Bid Packet as furnished with one (1) electronic copy using a CD or USB drive.

Following items must be included with submittal for Bid to be considered responsive.

- ☒ Invitation to Bid Cover Page
- ☒ Bidder's Checklist & Addendum Acknowledgements
- ☒ Bid Price Form
- ☒ Questionnaire Form (including References)
- ☒ Implementation Timeline (separate sheet)
- ☒ Drug Free Workplace Certification
- ☒ Public Entity Crimes
- ☒ Form of Non-Collusion Affidavit
- ☒ E-Verify Affidavit E-Verify # 362076
- ☒ Certificate
- ☐ No Bid Form

Addendum Acknowledgment - Bidder acknowledges that the following addenda have been received and are included in this Bid:

- ☒ Addendum 1 Addendum #2 Dated December 8th, 2022
- ☒ Addendum 1 Addendum #1 Dated December 6th, 2022
- ☐ Addendum 1 _____ Dated _____

Proof that your firm is licensed to perform this work, proof of insurance, a completed Drug Free Workplace Form and a completed Public Entity Crimes Form must be included with this bid for your bid to be considered.

Bid Price Form

4. CONTRACT CHANGE ORDERS

The City may wish to contract optional services from the awarded firm during the term of the contract or the renewal periods. The City further reserves the right to negotiate related additions or deductions from the scope of services listed herein based on the needs of the City and advancements in technology. If the City identifies a need to negotiate additional related services with the award vendor, the Vendor shall provide the City with a quote. If the City deems it is in the best interest of the City, then a change order or contract amendment shall be processed in accordance to City policies and ordinances.

INVITATION FOR BID #23-B-004

PRICE SHEET

Please provide the proposed fee to be charged in connection with the services described in the Invitation to Bid. Fee proposed must include all charges relating to the services required and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copy costs, and travel, if any. Award will be based on the total bid price.

EA=Each LSM=Lump Sum

ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Start up Charge: This is a <u>one-time flat fee</u> that includes the initial bill design, initial programming, all testing, any necessary initial training of City staff, and any other costs relating to getting set up and prepared to bill for the first time.	1	LSM		\$ 0.00 - waived
2	Price Per Processed and Mailed Statement: This rate shall include all services and supplies necessary to process and prepare bill statements for mailing, excluding postage. This rate is fixed and shall not vary based on the actual quantity of single bill statements or combined bill statements. Combined bills are bills that are associated with different service locations placed in one envelope and mailed to the same mailing address. > (Exhibit 1) Monthly Statement 8 ½" x 11", two color (black and red ink) with shading, 20 lb. paper, double-sided format with one side being a preprinted informational side with black ink. > (Exhibit #2) #10 Mailing Envelopes > (Exhibit #3) #9 Courtesy Return Envelopes	264,000	Each per statement	\$ 0.116 \$ 0.062 per add'l page	\$ 2,552.00
3	Size 8 ½" x 3.67" "buckslip", single sided, up to 3 colors, 20lb white paper	22,000	Per insert	\$ 0.047	\$ 1,035.00
GRAND TOTAL				\$	3,587.00

Additional Service Information Requested				
This bid pricing will be included in the contract, but not used in the evaluation or comparison of bids:				
ITEM #	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
4	Programming requested after initial set up: This rate shall be fixed per each hour of programming effort requested after all start up related programming has been completed.	Per Hour	\$ 125.00	
5	Custom insert design: This rate shall be fixed per each hour of custom insert design services.	Per Hour	\$ 95.00	
6	Custom design/set up of envelope overprint: This rate shall be fixed per each hour of custom design and set up of envelope overprint request.	Per Hour	\$ 95.00	
7	Changes to bill design: This rate shall be fixed per each hour of labor involved with changes to the bill design (changes to text/layout/fields included on the bill etc.) after all start up related design has been completed.	Per Hour	\$ 125.00	
8	Respondents must also provide a separate attachment showing all rates up to a quantity of 22,000 for the following 8.5" x 11" trifold specifications (see below) as a bill insert and as a separate mailing. For clarity of pricing, please include rates for the separate mailing option (i.e. outside of the bill statement mailing), even if the pricing is the same as the option to insert them with a bill. The rates shall include all efforts and materials needed to print, fold, and stuff inserts. The rate does not include custom insert design or postage. Options: • single sided, one color, 20lb & 75lb white offset paper • double sided, one color, 20lb & 75lb white offset paper • single sided, up to 4 colors, 20lb & 75lb white offset or gloss paper • double sided, up to 4 colors, 20lb & 75lb white offset or gloss paper			Bidder to Provide Pricing for this Line Item within a Separate Attachment

9	Respondents must also provide a separate attachment <u>showing all rates up to a quantity of 22,000</u> for the following 8.5" x 3.67" "buckslip" specifications. Options: • single sided, one color, 20lb & 75lb color offset paper • double sided, one color, 20lb & 75lb color offset paper • single sided, up to 4 colors, 20lb & 75lb color offset or gloss paper • double sided, up to 4 colors, 20lb & 75lb color offset or gloss paper	Bidder to Provide Pricing for this Line Item within a Separate Attachment
Postage will be paid at the current USPS rate at the time of each mailing		

DELIVERY 60 **# of Days**, After Receipt of Order for Fully integrated services for "Go Live".

ACH PAYMENTS

Does your company accept ACH Payment Method? (●) Yes () No

If yes, please advise contact for coordination for payments:

Name: Cynthia Quijano Title: Accounting Manager

Email: cynthia.q@infosend.com Phone#: 714-993-2690 x229

PROMPT PAYMENT DISCOUNT

The City of Titusville shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Vendors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Vendor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: 0

BIDDER INFORMATION

As witnessed by my signature below, I have carefully examined the Invitation for Bid, Instructions to Bidders, General and Special Conditions, Contractor's Notes, Scope of Services, and all other documents accompanying or made part of this invitation for bid.

COMPANY NAME AND ADDRESS: <u>InfoSend, Inc.</u> <u>2420 E. La Palma Ave.</u> <u>Anaheim, CA 92807</u>		PHONE # <u>(800) 955-9330</u> FAX # <u>(714) 993-1306</u> FEIN # <u>33-0748516</u> DUNS # <u>13-379-00-50</u>
AUTHORIZED SIGNATURE: <u>[Signature]</u>		
PRINTED SIGNATURE: <u>Russ Perez</u>		
TITLE: <u>President</u>		
E-MAIL: <u>sales@infosend.com</u> WEBSITE: <u>infosend.com</u>		
DATE SIGNED: <u>12/13/22</u>		

OFFICIAL ADDRESS, PHONE & FAX NUMBER (If different from above).

Address: _____

Phone No. _____ Fax No. _____

Client Volume Assumptions

Customers Billed Monthly

-Approximately 22,000 per month

Number of Batches Monthly

-Weekly cycle. Data is sent 4x per month

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary

Utility Billing Statement – Standard Materials

Package includes: one printed page up to 4/1 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope

\$0.116 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:30PM local time at the production facility designated for your account. If samples are required then they must be approved by 3:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on “Client Volume Assumptions” listed below and excludes applicable sales tax.

Data Processing

Setup Fee - Express PDF Input Files	\$0.00 – Waived
Setup Fee – Data Only Input Files	\$0.00 – Waived
Document Re-Design Fee	\$125.00 per hour after “Go Live”
Data Processing Fee (per document)	\$0.01

Printing and Mailing Service

Utility Billing Statement Printing & Mailing Fee per Page with 4/1 Ink	\$0.047
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.047 for up to 4/1 printing \$0.057 for 4/4 printing
Inline Insert Print Fee*	\$0.047 Black printing \$0.057 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that gets updated)	\$0.30 NCOA \$0.30 ACS

Materials

Standard 8.5” x 11” Paper Stock (per sheet)	\$0.015
Standard Double Window Outgoing #10 Envelope	\$0.024
Standard Single Window Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.0075
Inserting Fee	\$0.0075 per insert

Optional Document Services	
Enhanced Print Quality	\$0.02 – Not Applicable
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.01 - For 12 Months of Retention \$0.017 - For 18 Months of Retention \$0.022 - For 24 Months of Retention \$0.027 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour)	\$125.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

Printing and Mailing Service

- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**
- **Batch Fee:** assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.

Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

Insert Services

- **InfoSend Produced Inserts:** utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

Optional Document Services

- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a Client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.
- **Remit Tracking:** for clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

Questionnaire Form (including References)

Utility Billing Printing & Mailing INVITATION FOR BID #23-B-004

QUESTIONNAIRE FORM

This form is to be utilized to provide general information about your company to the City of Titusville.

Name of Company InfoSend, Inc. Fed I.D. # 33-0748516

Business Tax Receipt/Occupational License Number (as applicable): _____

City of Titusville ☐ Yes or ☒ No: Other (City/County/Etc.) Anaheim, CA

State of Florida Registration Entity Name: InfoSend, Inc.

Document Number: F14000003553 Status: Active

Please answer the following:

1. Number of years your firm/company has been in business: 27 years.
2. Is your firm incorporated in the State of Florida? ☒ Yes ☐ No
3. Number of years your firm/company has provided the type of product/service required by the Invitation for Bid: 27 years.
4. Headquarter address if different from business address:
4240 E LA PALMA AVE ANAHEIM, CA 92807
5. Complete the table below as fully as possible, describing projects similar in character and scope to the Work specified in this Invitation to Bid which have been successfully completed during the past Five (5) years.

Name of City	ERP System Housing Data	Type of Data File Provided	Number of Annual Bills Processed
Manatee County, FL	Banner	data processing, printing and mailing	1,200,000
Collier County, FL	Harris	data processing, printing and mailing	600,000

6. Does your firm offer Electronic Billing options? ☒ Yes ☐ NO
7. List of additional related services that you Company provides.

Electronic Bill Payment and Presentation	Envelope manufacturing and converting
Document archiving and retrieval	Print-Mail Disaster Recovery services
Printing marketing messages on envelopes	insert printing / specialized mailings

8. Identify key members of firm's team that will service the City. Identify the primary day-to-day contact(s) for the engagement and their experience.

Name and Title

Years of Experience

Josue Martinez - Senior Account Manager (anticipated assignment)

Bob Woods - Senior Account Manager (project oversight)

Marty Bielecki - Sales Executive

22

12

24

**Utility Billing Printing & Mailing
INVITATION FOR BID #23-B-004**

QUESTIONNAIRE FORM (Continued)

9. Quality Control – Please describe your quality control process and procedures that are established and consistently practiced in the print and mail services environment. Please describe your ability to track the status of the bill (processed, delivered to USPS). *Use separate sheet if necessary.*

Please see separate sheet attached that details InfoSend's Quality Control procedures as well as job tracking and project status.

InfoSend Quality Control Highlights

- Company culture demands client satisfaction with over 99.99966% accuracy on an annual output in the tens of millions.
- Systems, personnel, and equipment are organized around well-defined processes that control and report the accuracy of work performed.
- Comprehensive Quality Control (QC) built into Data Processing platform, ensuring client output is verified prior to entering manufacturing environment.
- Unique QC process involving dedicated personnel and procedures executed after printing and before release to mailing department, customized specifically to each client's output during implementation.
- Automated 2D Barcode Accuracy System utilized, providing individual document tracking and alerting to address errors (damaged or missing documents) real-time during fulfillment.
- Dedicated Quality Assurance Team that performs Root Cause Analysis, coordinates remediation and plans continual process improvements.

Quality Control for Data Processing, Print, and Mail

InfoSend's Quality Control for Data Processing, Print and Mail are designed according to the following workflow, ensuring checks and balances throughout the process to eliminate the cause of defects in client output:

- 1. Client Data Transfer, Format Integrity and Job Code Assignment**
- 2. Document Composition, Address Integrity and Sequencing**
- 3. Print Operator Checks**
- 4. Data/Print Quality Control & Staging**
- 5. Manual Fulfillment**
- 6. Bulk Mail Insertion and Checks**
- 7. Daily SLA Checks**

From the moment a client file successfully transfers through each stage in the InfoSend system, it must pass a series of checks and milestones before it can proceed. This comprehensive process ensures the intended information reaches its recipient without error or delay.

1. Client Data Transfer and Format Integrity

InfoSend's production systems accept file submissions via secure FTP transfer, optionally with PGP or GPG file encryption, as well as via secure web upload, utilizing 256-bit or higher TLS. Partial, duplicate or corrupt file uploads are detected and quarantined before InfoSend support personnel are notified. Once a file has successfully been transferred it is put through the following checks. If exceptions are found the client output is halted and personnel is notified to review and escalate as necessary:

File Level Validation and Job Code Assignment

- Verify file by naming convention or source to assign client value or file will halt.
- (Optional) Verify file is unique with MD5 hash check comparison to previous files or file will halt.
- If the document output is comprised of multiple input files, validation is run to ensure all supplemental files are present or file will halt.
- Once file level validation is complete, a unique InfoSend Job Code ID is created.

File Content Validation and Analysis

- A client document specific parsing program is run to validate the file format.
- All contents must adhere to known client specification or file will halt.
- A record count is generated and supplied to the client in advance of document composition.
- The data is scanned and all date values must be within a client defined threshold or the file will halt.
- Optionally, client-specific checks at the data level are defined and provided by InfoSend. For example documents over a certain dollar value can cause a file to halt.

- Images of the automated 2D barcode accuracy system key components:

2D Barcode Scanner



2D Barcode System Monitor



Printing

Each document is printed with a unique 2D barcode on the address block, and this barcode is stored in the InfoSend database.

Scanning

A scanner checks every document as they are inserted on InfoSend inserting equipment. The envelope window is scanned and the documents are reconciled in real time with the original document print stream database, ensuring each mail piece is accounted for.

Reconciling

The 2D barcode monitor provides real-time alerts for any out-of-sequence, missing, duplicate, misread or invalid document discrepancies during production. If a document is missing or jammed, it will be reproduced. The machine operator must signal a supervisor every single time there is an out of sequence error and receive sign-off on the resolution. InfoSend will not mail any batches which have unresolved errors (e.g., missing mail pieces).

Post – Mailing (job has been completed)

- The supervisor verifies that the number of mail pieces inserted matches the number of mail pieces listed on the Job Ticket. If the number of mail pieces inserted does not match the Job Ticket then the batch is put on hold for investigation. The batch is not mailed until the reason for the incorrect count is discovered and corrected. This may include reprinting any missing or damaged documents. All of the following counts are matched against the Job Ticket count:
 - Computer system (2D) count
 - Mechanical folding system count
 - Mechanical inserting system count
- Remove materials from inserter and put away in the designated location.
- When a job is complete the operator must receive supervisor sign-off before resetting the machine counts and setting up the next job. The supervisor inspects the counts and matches them against the Job Ticket and inspects the 2D barcode system to ensure that it was used for the entire job. The supervisor also checks the 2D barcode statistics to ensure that 100% of the mail pieces were accounted for. If less than 100% of the mail pieces were detected by the 2D barcode system then the supervisor must ensure there is a valid reason for the missing piece or pieces, such as a documented request from the client to pull a printed statement from the batch.

2. Document Composition, Address Integrity and Sequencing

InfoSend leverages various software techniques to ensure the document output can interface with internal printing, inserting and quality checks in addition to United States Postal Service (USPS) standards and equipment.

Document Composition

- Client data is transformed into a document batch.
- Records are optionally suppressed from printing according to client criteria.
- All documents will be marked with the InfoSend Job Code.
- Document layout designed to meet client specification, as well InfoSend QC and USPS requirements.
- Data validation checks are performed to ensure that specific criteria are being met (e.g., that the number of pages in the outputs is consistent with the number of records in the data)
- InfoSend also works with clients to integrate additional data validation checks, upon request

USPS Standards, Presorting, and Address Validation

- All addresses are put through CASS-certified address validation to add a 4-digit extension to the Zip Code.
- USPS OneCode Intelligent Mail Barcode is created and added to the address block, digitally presorting the addresses, allowing the USPS to optimize and improve the accuracy of the mailpiece delivery.
- Optionally, InfoSend can apply the Move Update options or NCOALink, ensuring the accuracy of delivery.
- Tracing of individual mail pieces after they have been picked up by the USPS for processing and delivery.

Document Grouping and Sequencing

- All records are scanned for the destination. Documents destined for the same recipient and address are grouped as a single mail piece.
- All mail pieces are assigned a unique control number.
- All mail pieces are given a 2D barcode that corresponds to the control number allowing select equipment in the InfoSend system to perform sequencing and validation.
- All mail pieces are given optical mark reading line (OMR) hash marks to instruct envelope insertion equipment.
- All mail pieces that cannot be presorted (e.g., address does not validate, international mail, number of pages will not fit in a standard envelope) are separated (when necessary) for special handling.

3. Print Operator Checks

InfoSend provides print operators with in-depth Quality Control training. When jobs are processed, InfoSend creates a Job Ticket that is attached to each job. Batches are given unique job codes that are reflected on each Job Ticket. In addition to printing specifications, Job Tickets also reflect material specifications including paper and envelope type as well as any inserts that are required.

In addition to the Job Ticket the printing department has a quality checklist that requires the following checks to be performed:

Pre-Print Check

- Verify Job Ticket, retrieve necessary paper stock.
- Verify printing equipment used. Check for insertion of correct paper type.
- Check for printing OMR hash marks, check printing type.

First 100 Sheets Check

- Fan first 100 for quality/issue alignment; then every 10,000 pages after that.
- Check for deletion and other defects.
- Verify that job code on Job Ticket matches code on printed statements.

Primary Checks

- Fan job – look for quality issues/alignment
- Check hash mark alignment
- Verify counts
- Check to see if printer jams occurred. If so, verify sequence and log control number of jams. When printer resumes make sure the control continues with the correct sequence.
- Upon completion of printing remove stock from the printer and put it away in the designated location

Secondary Checks

- Check sheets at end of the job for any printer issues.
- Check to ensure the job was printed on the correct form with the correct orientation
- Check to ensure the insert list match the Job Ticket
- Primary and Secondary Sign-offs, then transfer the job to the Data and Print Quality Control Department.

4. Data/Print Quality Control & Staging

After a file has been printed it is taken directly to InfoSend's Quality Control (QC) department. The Quality Control Representative (QCR) performing print quality control will perform many of the same QC that the print operator performs on the output and materials, providing a second layer of redundancy to reduce the risk of single operator error.

In addition to this data quality, checks can be performed. InfoSend has a custom, proprietary QC software program that asks the QCR operator a series of questions to validate the accuracy of printed data. The program randomly selects documents from the client data and requests that the operator find the document based on the control number and validate that the printed output reflects the expected values (example: printed Amount Due must match an expected value). This application can be used to help catch issues with client data. For example, clients can ask InfoSend to check for specific data issues after a new job goes live. InfoSend can act as a second line of defense for the client in case a data issue was missed before uploading the file.

If there is an error in the file, the QCR will pull the individual statement (or the entire file, if needed) and resolve the issue before the printed documents are allowed to proceed. If there are any types of errors within the file that would cause a mailing delay, InfoSend will contact the client's representative immediately for approval.

The QCR team will also stage the job for mailing based on the job's due date. The mailing team is only allowed to retrieve batches once they have been checked by the QCR team and placed in designated areas for mailing. This ensures that jobs are not inserted until quality checks have been completed and batches have been staged for production.

5. Manual Fulfillment

Unfortunately, not all mail pieces can be inserted by machine. There are a few different reasons why some mailpieces must be inserted by hand:

- The batch or batch subset has less than 5 mail pieces. Setting up very small sets of mail pieces to run on the mail inserter is inefficient/problematic. Mailing machines are designed for bulk mail processing. It takes time to physically prepare a machine to run the next job. In addition to this, it takes time to enter jobs into the system and every machine-inserted job must have supervisor sign-off before the inserting starts and when it has completed (this is explained later). For this reason, it is necessary to hand-insert these small jobs or job subsets using the increased safety measures than it is to machine-insert them.
- A mail piece contains too many pages to be machine inserted (applies only to multiple page statements). There is a physical limitation to how many pages a machine can reliably fold and insert into a #10 envelope.
- The recipient's address is foreign. InfoSend staff must look at each foreign address to determine what the applicable postage rate is. Clients do not always enter foreign addresses correctly. Since different postage rates can apply based on where the mail piece is going and country names can be misspelled InfoSend staff must sort through the foreign addresses to determine the applicable postage rate. Most batches of mail contain less than 5 foreign statements that are going out at the same postage rate, which makes machine-inserting inefficient/problematic.

- The recipient's address is located in the US but entered incorrectly. Clients do not always enter domestic addresses correctly. When address data is entered incorrectly (typos, missing fields, etc.) it can cause the addresses to fail CASS/DPV checking and standardizing. CASS & DPV is the automated process that checks addresses against a USPS database to find a direct match and create the Intelligent Mail Barcode. Most clients have the non-verified addresses suppressed from printing but some clients require that these records be printed and mailed. Some batches contain a small number of these residual pieces. If the subset contains less than 5 pages, it is hand inserted.



To increase the safety of performing manual fulfillment InfoSend uses a 3-person process for all healthcare and finance documents:

- All batches or subsets with less than 5 mail pieces must be inserted by hand by employees trained to process mail by hand. These jobs should never be released to mailing operations where a machine operator may attempt to hand insert the piece or run it on the machine without following established quality control measures for machine operations.
 - All hand-inserted mailpieces must be logged on the back of the blue Job Ticket.
 - Counts for completed pieces need to be verified by a second individual who will initial the Job Ticket in the "Additional Processing Information" section of the Job Ticket. No manually inserted jobs or subsets of jobs should be released without having the counts verified.
- 1. Step 1: The first person separates the mail pieces by turning the individual mail pieces on the stack to create separation (each mail piece is turned 180 degrees and placed on the last one).
- 2. Step 2: The second person inserts the mail pieces into the correct envelope.
- 3. Step 3: A third individual verifies the counts against the Job Ticket. At each step in the process, the responsible party needs to sign off on the back of the flat/multiple Job Ticket to log that this step was done.

6. Bulk Mail Insertion and Checks

Below is an overview of InfoSend's Quality Control checklist used for its bulk mail inserting and mail operations department. It is at this stage that the 2D barcode sequencing and OMR lines are leveraged to ensure the accuracy of the mail pieces prior to delivery to the USPS.

Pre-Mailing

All jobs or subsets of jobs that have at least 5 mail pieces are inserted by machine with no exceptions. And every job that is run on the inserters must be run using the automated 2D barcode accuracy system to prevent inserting mistakes. All jobs run by machine require sign-off before the job can start and after it is completed to ensure that accuracy system was used and all counts are correct.

- The operator must receive supervisor sign-off before a job is started. The supervisor verifies that the envelopes are correct, the machine and postage meter counts have been reset, the postage rate on the meter is correct and that the 2D barcode accuracy system is on.
- Check that all envelopes and inserts have been removed from inserter equipment
- Verify correct inserts
- Verify that jobs will be processed using the 2D barcode accuracy system. Inserter has a computer system that uses 2D barcode technology to perform real-time quality control by scanning the mail pieces before they are folded and after they are inserted into the outgoing envelope.

Mailing

- Inserter keeps a running count of the number of pieces mailed
- Inserter will halt if 2D cameras discover a document that is out of sequence. This accomplishes two things:
 - Detection of multiple pages being incorrectly inserted into the same outgoing envelope. For example, if the machine incorrectly inserts two statements into the same envelope, then the machine will stop and an out of sequence error will display on the 2D barcode accuracy system monitor.
 - Detection of a missing page, missing envelope or incorrect envelope.

- Remove Job Ticket and place in the queue to be scanned. Each Job Ticket contains a specialized barcode. This barcode is scanned by a PC that runs the specialized application required to close out jobs in the system. The Job Ticket is only scanned if the job is completed before the USPS cutoff for that day. If the batch is completed after this cutoff, then the Job Ticket is held and scanned the morning of the next business day. This ensures that the system reports the correct mailing date. (Note: in some cases, the Job Ticket is not scanned on time. We are currently researching this issue and looking for ways to reduce the lag from when the Job Ticket should be scanned to when our team notices that it was not scanned).

7. Daily SLA Checks

An automated report is emailed to support staff multiple times per day. It contains a list of batches that are suspected of not meeting the SLA for completion. Support staff investigates these jobs to determine if they truly were mailed late and if so, why. Any jobs that were mailed on time but did not have the Job Ticket scanned on time are completed in the system ASAP.

File Submission and Job Tracking:

Clients are able to upload files directly to InfoSend over the HTTPS connection, allowing users to send the input data for InfoSend processing on demand (note: PGP file encryption and secure FTP also available).

All status on the fulfillment of client output is displayed via the online tool: confirmation of receipt, processing status, sample file and approval status (optional), Printing, Quality Control, Mail Prep and Confirmation of distribution. Clients are able to check the "Viewed" box to confirm that the batch was reviewed internally.



Show Filenames -	Yes	Job Type -	All Types	Only Show Active Jobs -	No							
Job Code:		Filename:		Search	Clear							
Job Type	Job Code	Filename	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation	Viewed	
RETURN_BILLS	INF0323B	RETURNS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	Pending	☐
REGULAR_BILLS	IN10323A	REGULARS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	Pending	☐
DELINQUENT_NOTICE	IN10323A	DELINQUENTS.2012.TXT	2012-03-23 10:28:01	Done	2012-03-23 10:45:06	Approve Reject	Pending	Pending	Pending	Pending	Pending	☒

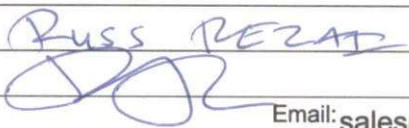
Sample Approval

This optional workflow allows clients to download a sample of the output, with an included Process Summary report of the input/output counts, Inserts to be included, suppressions and a postage estimate. The sample file can contain the entire output or a subset based on client criteria. Upon approval, the sample output is released for production and distribution by InfoSend.



REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the City may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

1. Business/Organization (Name): City of Gulf Breeze, FL (BS&A Software User)
Address: 1070 Shoreline Drive, Gulf Breeze, FL 32561
Contact Person (Name): Joanne Oliver - Utility Billing Telephone: 850-934-5103
Fax and/or Email: joliver@gulfbreezefl.gov
Date of Service: 2015 to Present Contract Total: \$54,720.00
Description of Service: Data Processing Print and Mail (contract total based on 3 years)
2. Business/Organization (Name): South Martin Regional Utility, FL (BS&A Software User)
Address: 2 Bridges Road, Hobe Sound, FL 33455
Contact Person (Name): Linda Race - Customer Service Manager Telephone: 772-546-2511 ext 214
Fax and/or Email: lrace@tjil.martin.fl.us
Date of Service: 2018 to Present Contract Total: \$43,171.00
Description of Service: Data Processing Print and Mail (contract total based on 3 years)
3. Business/Organization (Name): Clay County Utility Authority, FL
Address: 3176 Old Jennings Road, Middleburg, FL 32068
Contact Person (Name): Diana Strickland - Customer Service and Billing Manager Telephone: 904-213-2481
Fax and/or Email: dstrickland@clayutility.org
Date of Service: 2014 to Present Contract Total: \$205,920.00
Description of Service: Data Processing Print and Mail (contract total based on 3 years)
4. Business/Organization (Name): City of Cape Coral, FL
Address: 1015 Cultural Park Boulevard Cape Coral, FL 33990
Contact Person (Name): Bill Boyd - Financial Services Telephone: 239-574-7722 x4010
Fax and/or Email: bboyd@capecoral.net
Date of Service: 2019 to Present Contract Total: \$212,544.00
Description of Service: Data Processing Print and Mail (contract total based on 3 years)
5. Business/Organization (Name): Collier County Utilities, FL
Address: 4370 Mercantile Ave. Naples, FL 34104
Contact Person (Name): Annia Machin: Manager Utility Billing & Customer Service Telephone: 239-252-8744
Fax and/or Email: anniam.machin@colliercountyfl.gov
Date of Service: 2019 to Present Contract Total: \$239,760.00
Description of Service: Data Processing Print and Mail (contract total based on 3 years)
Bidder Company Name (printed): InfoSend, Inc.
Address: 4240 E. La Palma Avenue, Anaheim, CA 92807
Authorized Signature Printed: 
Authorized Signature: 
Telephone #: (800) 955-9330 Email: sales@infosend.com

Implementation Timeline (separate sheet)

InfoSend Electronic Billing and Payments Project Plan

Based on previous experience with Clients of similar size and structure, the following timeline has been provided for project implementation. The implementation timeline begins once the contracting phase has been completed and InfoSend has received test files and mockups from the Client. Receipt of the test files and mockups will allow the Account Manager to begin the technical implementation.

This is only a sample 12 week timeline and assumes the Client will be attending weekly meetings and remaining responsive in providing deliverables necessary to complete the project.

Milestone: Requirements Gathering Weeks 1-4	Responsibility
Kick-Off Meeting: Familiarize each party with the Project Managers assigned to the implementation	Both
Kick-Off Meeting: Set Weekly Meeting Schedule for Duration of the project	Both
Kick-Off Meeting: Confirm Payment Channels: Web, IVR, SMS, In-Person EMV, Bank BillPay	Client
Kick-Off Meeting: Confirm User Data Migration Requirements	Client
Kick-Off Meeting: Discuss Standard Reporting examples and confirm Payment Settlement Requirements	InfoSend
Kick-Off Meeting: Discuss Billing System Interface Requirements (e.g. lockbox, payment posting, etc)	Client
Kick-Off Meeting: Capture Branding, Web Portal and IVR Requirements	InfoSend
Kick-Off Meeting: Discuss Go-Live Plan and Customer Marketing (paper or email notifications)	Both
Follow Up: Provide Access to Demo Portal for Initial User Acceptance Testing (UAT) Feedback	InfoSend
Follow Up: Provide Access to Demo IVR for Initial User Acceptance Testing (UAT) Feedback	InfoSend
Follow Up: Provide Sample Standard Reporting for Client Review	InfoSend
Follow Up: Provide Billing System Interface Sample File Formats or Requirements	Client
Follow Up: Provide Sample User Migration Data Samples	Client
Follow Up: Provide Feedback on Demo Portal and IVR for InfoSend Revisions	Client
Follow Up: Provide Feedback on Billing System Interface and User Migration	InfoSend
Finalize: Confirm Demo Portal and IVR Workflow	Both
Finalize: Confirm Billing System Interfacing	Both
Finalize: Confirm User Migration Data	Both
Finalize: InfoSend completes Internal Development Checklist to begin Application Build	InfoSend
Milestone: Application Build Weeks 5-8	Responsibility
Development: Application Build started Internally	InfoSend

Development: As needed, InfoSend Project Manager verifies additional requirements with Client	Both
Development: Internal Testing and Review of Applications is completed by Project Manager	InfoSend
Development: Internal Development Checklist reaches 100%	InfoSend
Go-Live Planning: Finalize Go-Live schedule, with relevant dates based on Client billing cycle schedule	Both
Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination Weeks 9-12	Responsibility
UAT: Provide Access to Production Web Application	InfoSend
UAT: Provide Access to Production IVR Application	InfoSend
UAT: Provide Sample Outputs to test Billing System Interface	InfoSend
UAT: Provide final feedback on Web & IVR Application	Client
Training: training sessions provided via web for Back Office Customer Service Rep (CSR) tools and reconciliation	Both
Complete Payment Test Cycle: Payment Confirmation Received, Billing System Posting, Bank Deposit and Reconciliation	Client
Go-Live Coordination: User Data Migration to InfoSend performed by Client via Secure Channel	Client
Go-Live Coordination: Internal Go-Live readiness checklist completed by Project Team and Management	InfoSend
Milestone: Go-Live Week 12	Responsibility
Go-Live: Web Application URL is published by Client	Client
Go-Live: IVR phone number is published or transfer setup by Client	Client
Go-Live: Customer Marketing (paper or email notifications) initiated	Both
Follow Up and Support: continue weekly meetings to cover additional questions or training until client satisfaction	Both
Follow Up and Support: send implementation survey and make management team available to ensure satisfaction	InfoSend

Drug Free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/ Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 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 Contractor complies fully with the above requirements.

 President, 12/13/22
Vendor's Signature, Title, Date

Notary Public Information

STATE OF California

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of December, 2022, by _____
(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced See Attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

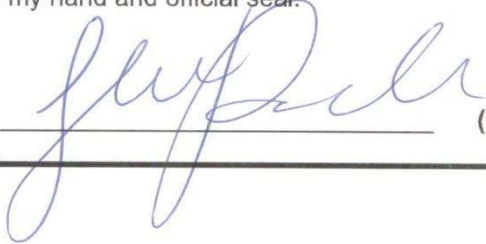
State of California
County of Orange

On December 13, 2022 before me, Sharon Elizabeth Rodas, Notary Public
(insert name and title of the officer)

personally appeared Rusteen Rezai,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Public Entity Crimes

PUBLIC ENTITY CRIMES

Any person submitting a bid, Bid or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or Bid opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or Bid may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, Bid or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, BID OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, BID OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with the Utility Billing Printing & Mailing ITB #23-B-004/TB Bid/Bid for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by InfoSend, Inc. whose business address is 4240 E. La Palma, Ave., Anaheim, CA 92807 and (if applicable) its Federal Employer Identification (FEIN) is 33-0748516.

3. My name is Russ Reza (please print name of individual signing) and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)
Date: 12/13/22

Notary Public Information

STATE OF California

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of December, 2022, by _____,
(year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

See Attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On December 13, 2022 before me, Sharon Elizabeth Rodas, Notary Public
(insert name and title of the officer)

personally appeared Rusteen Rezai
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

Form of Non-Collusion Affidavit

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid) STATE OF California)

) SS.

COUNTY OF Orange)

being first duly sworn, deposes and says that he is

President

(Sole owner, a Partner, President, Secretary, etc.)

Of InfoSend, Inc.

the party making the foregoing Bid or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Bid or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

InfoSend, Inc.

(Bidder)

Notary Public Information

STATE OF California

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of December, 2022, by _____, (year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

See Attached

ACKNOWLEDGMENT

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State of California
County of Orange

On December 13, 2022 before me, Sharon Elizabeth Rodas, Notary Public
(insert name and title of the officer)

personally appeared Rusteen Rezai
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

E-Verify Affidavit

City of Titusville E-Verify Affidavit

Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, City of Titusville requires all vendors doing business with the City who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website ([http:// www.uscis.gov/e-verify](http://www.uscis.gov/e-verify)) and follow the instructions. The employer must, as usual, retain the 1-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): 33-0748516

<u>Russ Rezaei</u>	<u>President</u>	<u>[Signature]</u>
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
<u>InfoSend, Inc.</u>		<u>12/13/22</u>
Name of Contractor		Date
<u>4240 E. La Palma Ave., Anaheim</u>	<u>California</u>	<u>92807</u>
Address of Contractor	State	Zip Code

Notary Public Information

STATE OF California

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of December, 2022, by _____, (year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public) (Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

see Attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

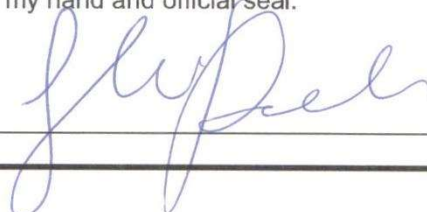
State of California
County of Orange

On December 13, 2022 before me, Sharon Elizabeth Rodas, Notary Public
(insert name and title of the officer)

personally appeared Rusteen Rezai,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Certificate

CERTIFICATE

I HEREBY CERTIFY that a meeting of the Board of directors of InfoSend, Inc., corporation under the laws of the State of California held on the 13th day of December, the following resolution was duly passed and adopted:

"RESOLVED, that Russ Rezai, as President (title) of the corporation, is hereby authorized to execute the contract 13th day of December, 2022, between the CITY OF TITUSVILLE, a municipal corporation, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 13th day of December, 2022.

Ana Weil
Secretary

Notary Public Information

STATE OF California

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of December, 2022, by _____ (year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

See Attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

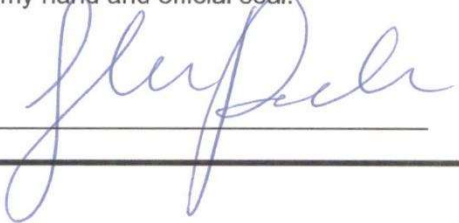
State of California
County of Orange)

On December 13, 2022 before me, Sharon Elizabeth Rodas, Notary Public
(insert name and title of the officer)

personally appeared Roxana Rezai Weil,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Affiant, by virtue of the signature below, certifies that:

1. The Business address of InfoSend, Inc. (name of bidder or contractor)
is 4240 E. La Palma Ave., Anaheim CA, 92807.
2. My relationship to InfoSend, Inc. (name of bidder or contractor)
is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. InfoSend, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. InfoSend, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. InfoSend, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

STATE OF California

COUNTY OF Orange

Printed Name

Russ Rezai

Title Name of bidder or contractor

President InfoSend, Inc.

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 13th day of December, 2022, by (year) (name of person acknowledging).

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Signature of Notary Public - State of Florida)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

23-B-004 Utility Billing Printing & Mailing

Page 25 of 27

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On December 13, 2022 before me, Sharon Elizabeth Rodas, Notary Public
(insert name and title of the officer)

personally appeared Rusteen Rezai
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



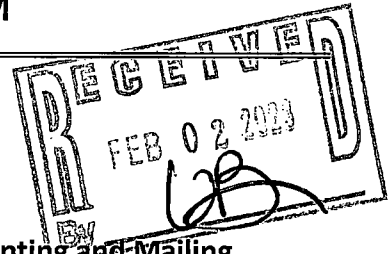
INTEROFFICE MEMORANDUM

TO: William S. Larese, City Manager

FROM: Tracy Bailey, Procurement Contracts Coordinator.

SUBJECT: Execution: Contract# SV22B004/TB – Utility Bills Printing and Mailing Service Contract – Infosend, Inc.

DATE: FEBRUARY 1, 2023



Please find attached Contract# SV22B004/TB for Utility Bills Printing and Mailing Service. The contract was approved by Council on January 10, 2023.

Please sign and have the Mayor sign the contract. Also, have the City Clerk attest and return the contract to my office for distribution.

Thank you.

TB/jd

☒ Scan to Active Contracts
☐ Scan to Work Orders, Change Orders & Amendments
☐ Do not Scan

Contractor Name **Infosend, Inc**
Contract Name **Utility Bills Printing and Mailing Service Contract**
Contact Number **SV22B004/TB**
Date Scanned to Laserfiche 2/6/2023
Scanned by Lisa M. [Signature]



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

Detail by Entity Name

Foreign Profit Corporation
INFOSEND, INC.

Filing Information

Document Number F14000003553
FEI/EIN Number 33-0748516
Date Filed 08/21/2014
State CA
Status ACTIVE

Principal Address

4240 E LA PALMA AVE
ANAHEIM, CA 92807

Mailing Address

4240 E LA PALMA AVE
ANAHEIM, CA 92807

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title CEO

REZAI, MAHMOOD
4240 E LA PALMA AVE
ANAHEIM, CA 92807

Title President

REZAI, RUSS
4240 E LA PALMA AVE
ANAHEIM, CA 92807

Title Executive Vice President

Weil, Roxana, Esq.

~~4240 E LA PALMA AVE~~
~~ANAHEIM, CA 92807~~

Annual Reports

Report Year	Filed Date
2020	01/28/2020
2021	03/22/2021
2022	04/08/2022

Document Images

<u>04/08/2022 – ANNUAL REPORT</u>	View image in PDF format
<u>03/22/2021 – ANNUAL REPORT</u>	View image in PDF format
<u>01/28/2020 – ANNUAL REPORT</u>	View image in PDF format
<u>03/12/2019 – ANNUAL REPORT</u>	View image in PDF format
<u>02/16/2018 – ANNUAL REPORT</u>	View image in PDF format
<u>01/16/2017 – ANNUAL REPORT</u>	View image in PDF format
<u>03/02/2016 – ANNUAL REPORT</u>	View image in PDF format
<u>02/04/2015 – ANNUAL REPORT</u>	View image in PDF format
<u>08/21/2014 – Foreign Profit</u>	View image in PDF format

BUSINESS ITEMS/FINANCE DIRECTOR'S REPORT 3.1

Presentation of 2023 Audit - Annual Comprehensive Financial Report

Issue:

The City is required to have an annual audit of its financial records each year.

Background:

Attachment(s):

1. 2023 Zephyrhills audit

Fiscal Impact:

Funding for the annual audit is provided in the 2023/2024 approved budget.

Staff Recommendation:

The audit describes the City as having financial improvement in every aspect of its operation. Moreover, there were no audit findings, indicating that the staff presented accounting records to the auditors in accordance with generally accepted accounting principles. Staff recommends approval.

City of Zephyrhills, Florida

**General Purpose
Financial Statements
For the Year Ended
September 30, 2023**



City of Zephyrhills, Florida

Officials

September 30, 2023

Elected Officials

Melonie Bahr Monson	Mayor
Lance A. Smith	President - City Council
Kenneth M. Burgess, Jr.	Vice President - Council Member
Charles E. Proctor	Council Member
Steven F. Spina, Ph.D	Council Member
Jodi Wilkeson	Council Member

Appointed Officials

William C. Poe, Jr.	City Manager
Matthew Maggard	City Attorney

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Independent Auditors' Report

Honorable Mayor, City Council,
and City Manager
City of Zephyrhills, FL 33542

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of the City of Zephyrhills, Florida (the City) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Zephyrhills and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Zephyrhills, Florida's, ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Zephyrhills, Florida's, internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Zephyrhills, Florida's, ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages M1 through M14 and required supplementary information on pages 44 through 56 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Zephyrhills, Florida's, basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedule of expenditures of federal awards and state financial assistance, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and state financial assistance is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 16, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink, appearing to read 'DGPerry', with a stylized, cursive script.

DGPerry
Zephyrhills, Florida
April 16, 2024

Management's Discussion and Analysis (MD&A)

MANAGEMENT'S DISCUSSION AND ANALYSIS

The City of Zephyrhills (the City) management discussion and analysis is designed to provide an objective and easy-to-read analysis of the City's financial activities for the year ended September 30, 2023. As with other sections of this financial report, the information contained within this narrative should be considered only as part of a greater whole. The reader should take time to read and evaluate all sections of this report, including the government-wide financial statements on page 1-3, fund financial statements on pages 4-12, footnotes on pages 13-46, and other Required Supplemental Information beginning on pages 47-75.

Efforts were made to include relative comparative prior year figures where amounts were known.

HIGHLIGHTS

Financial Highlights

- The City's total assets exceeded its total liabilities at the close of the most recent fiscal year by \$146,777,939.
- The City's total net position increased by \$24,033,849 (or 19.58%). The City's governmental net position increased by \$9,969,156 (or 25.24%), mainly as a result of continued developer improvements. The business-type net position increased by \$14,064,690 (or 16.90%).
- At the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$39,910,388, an increase of \$8,558,487 in comparison with the prior year. Approximately 20% or \$7,917,203 of this total is unrestricted and *available for spending* at the City's discretion based on the parameters of the fund.
- General Fund revenues increased by \$2,820,492 (or 17.31%). General Fund expenditures, exclusive of capital expenditures, increased by \$631,308 (or 4.53%). The Net Change in General Fund Balance was an increase of \$4,547,555.
- At the end of the current fiscal year, fund balance for the General Fund was \$13,795,490 or 96.53% of total General Fund operating expenditures excluding capital outlay and debt service.
- The business-type activities (the City's Proprietary Funds) operating revenues increased by \$1,919,288 (or 11.59%); operating expenses increased by \$1,387,165 (or 9.81%); operating income/loss went from an operating income of \$2,414,780 in FY 2022 to operating income of \$2,946,903 in FY 2023. The change in net position for the Proprietary Funds was an increase of \$14,064,690 in FY 2023.
- The City's total long-term debt excluding other liabilities (namely compensated absences, Other Post-Employment Benefits OPEB) decreased by \$1,610,904. The City's total long-term debt for governmental activities decreased by \$461,597 and the total long-term debt for business-type activities decreased by \$1,149,307.

City Highlights

City administration took a conservative approach to balancing the fiscal year 2023 budget. The City's gross taxable property value increased for the ninth consecutive year. Ad valorem taxes increased by \$1,012,406 to \$7,114,619 using the millage rate of 6.2500, an increase of 10.10% over the Rolled-Back Rate of 5.6768.

Large projects include the following:

Utility - Construction started on the Northside Lift Station and Force Main project, \$1,445,111. Completed construction of the Reclaimed Water Line Extension, \$119,558 and the Fort King Water Line Extension, \$174,742.

City Government - New construction of the Dairy Road Extension, \$1,100,166, Hercules Park, \$250,267 and the Sidewalk Masterplan, \$325,987. Completed construction on Simons Road Phase 2, \$1,515,945.

Airport - Continuing construction on the rehabilitation of Runway 1-19, \$872,831, continuing construction of Itinerant Apron, \$2,019,278. Completed construction of the Taxiway A Rehabilitation, \$2,169,948.

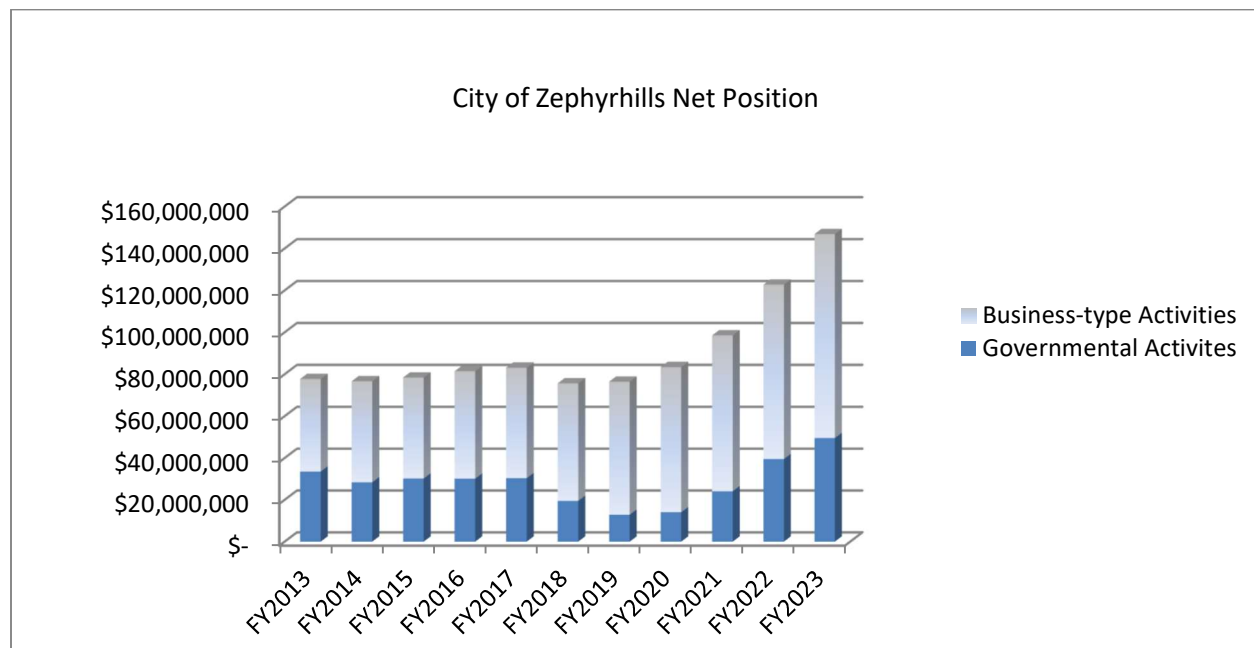
OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government- wide financial statements, 2) fund financial statements and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private sector business, in that all governmental and business-type activities are consolidated into columns which add up to a total for the primary government.

The Statement of Net Position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases and decreases in net assets may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Below is a chart showing eleven years of net asset history.



The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and inter-governmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities reflect the City's basic services, including general government, police, fire, protective inspections, public works, community development and recreation. Property taxes, franchise fees, utility taxes, communication services taxes, gas taxes and sales taxes, along with contributions from the City's utilities, finance the majority of these services. The business-type activities reflect private sector-type operations, including water, wastewater, sanitation and airport, where the fee for service typically covers all or most of the cost of operation, including depreciation.

The government-wide financial statements can be found on pages 1-3 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Zephyrhills, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds:

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. The basic governmental fund financial statements can be found on pages 4-7 of this report.

Because the focus of governmental fund financial statements is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains four individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, the Special Revenue Fund (Gas Taxes and Discretionary Sales Tax), the CRA Fund, and the Impact Fee Fund.

The City adopts an annual appropriated budget for all of its various funds. A budgetary comparison **statement has been provided** for the major governmental funds on pages 47-56.

Proprietary Funds:

The City of Zephyrhills maintains three proprietary funds - each an enterprise fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its Utility (water/waste water) operations, for its Sanitation (i.e., solid waste collection) operation and for its Airport operation.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for utility, sanitation and airport funds, all of which are considered to be major City funds.

The basic proprietary fund financial statements can be found on pages 8-12.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13-43 of this report.

GOVERNMENT-WIDE FINANCIAL STATEMENT ANALYSIS

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by \$146,777,939 at the close of the fiscal year ending September 30, 2023.

The largest portion of the City's net position is its investment in capital assets (e.g.: land, buildings, improvements other than buildings, machinery and equipment and infrastructure) less any related debt used to acquire those assets that is still outstanding. The City uses capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The following table reflects the condensed Statement of Net Assets compared to the prior fiscal year.

Statement of Net Position at SEPTEMBER 30, 2023						
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current Assets	41,693,250	33,784,891	29,293,183	22,458,326	70,986,433	56,243,217
Non-current Assets and Deferred Outflows	47,031,749	41,906,680	90,762,920	82,018,339	135,641,876	123,925,019
Total Assets and Deferred Outflows	88,724,999	75,691,571	120,056,103	104,476,665	206,628,309	180,168,236
Current Liabilities	2,816,162	2,894,586	5,509,752	5,002,036	7,765,031	7,896,622
Non-current Liabilities and Deferred Inflows	36,436,172	33,293,476	17,241,077	16,234,048	52,033,929	49,527,524
Total Liabilities	39,252,334	36,188,062	22,750,829	21,236,084	59,798,960	57,424,146
Net Position:						
Invested in capital assets, net of related debt	39,483,563	18,394,921	75,073,792	66,943,746	112,404,562	85,338,667
Restricted-Debt Svc, R/R, Extension	26,153,469	22,108,249	10,179,518	6,230,082	36,332,987	28,338,331
Unrestricted	(16,164,367)	(999,661)	12,051,964	10,066,753	(1,908,200)	9,067,092
Total Net Position	49,472,665	39,503,509	97,305,274	83,240,581	146,829,349	122,744,090

At the end of the current fiscal year, the City of Zephyrhills is able to report positive balances for both city-wide and business-type all categories of net position. The governmental unrestricted net position was a negative \$16,164,367 , which was a result of recent increases in net pension liability of the Florida Retirement System, OPEB liability, compensated absences and the implementation of GASB 96 subscription-based IT arrangements (see M12). For more detailed information, see the Statement of Net Position (pages 1 and 2).

Changes in Net Position

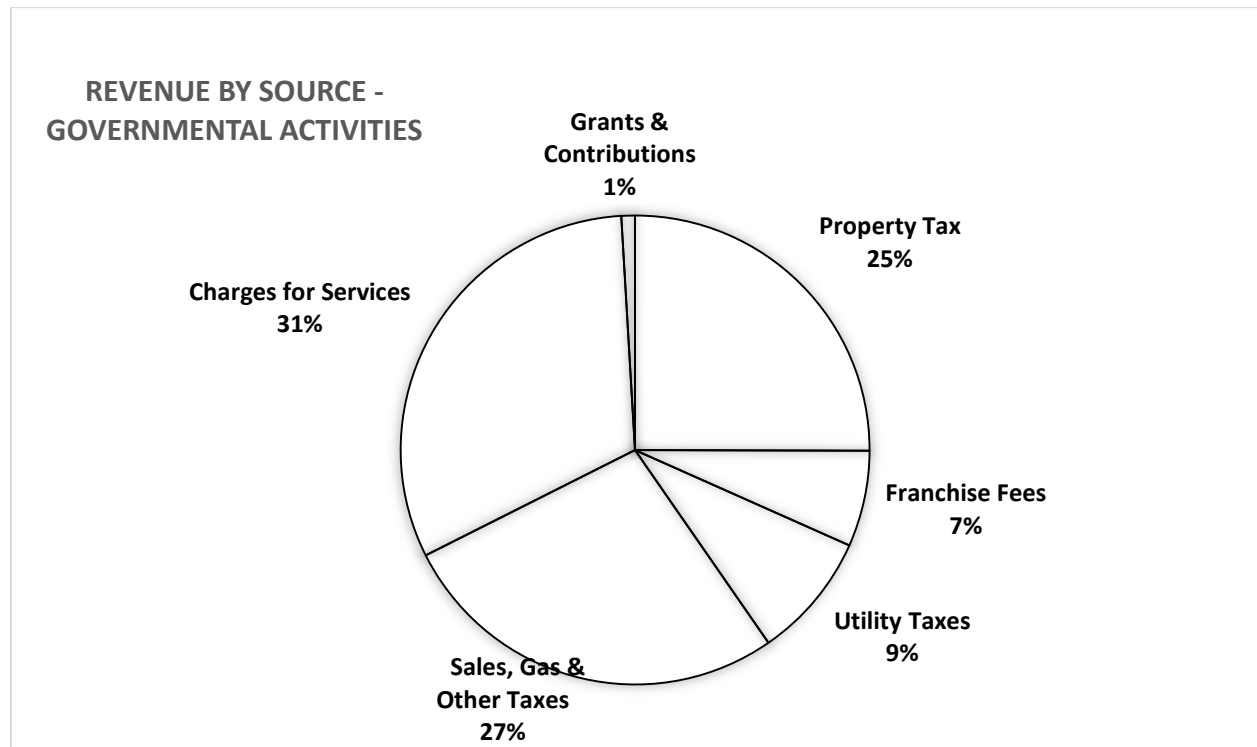
The table on the following page compares the revenues and expenses for the current and previous fiscal year. As the increased estimate of retiree health is allocated across the governmental departments, the City's Governmental activity net position increased \$9,969,156 and business-type activity net position increased \$14,064,690 as discussed below.

	Governmental Activities		Business-type Activities		Total Government	
	2023	2022	2023	2022	2023	2022
REVENUES						
Program Revenues:						
Charges for Services	8,935,824	4,845,526	21,815,684	17,729,381	30,751,508	22,574,907
Operating Grants & Contributions	-	-	-	-	-	-
Capital Grants & Contributions	271,080	4,900,638	7,429,148	5,594,679	7,700,228	10,495,317
General Revenues:						
Property Taxes	7,114,619	6,102,213	-	-	7,114,619	6,102,213
Franchise Fees	1,879,886	1,782,524	-	-	1,879,886	1,782,524
Utility Taxes	2,475,237	2,197,114	-	-	2,475,237	2,197,114
Sales, Gas & Other Taxes	7,732,774	7,335,648	-	-	7,732,774	7,335,648
Investment Income	1,796,506	145,547	497,819	40,101	2,294,325	185,648
Other General Revenues	75,147	73,215	42,391	(174,020)	117,538	(100,805)
Total Revenues	30,281,073	27,382,425	29,785,042	23,190,141	60,066,115	50,572,566
EXPENSES						
Program Activities						
Primary Government:						
Governmental Activities:						
General Government	4,589,618	3,526,427	-	-	4,589,618	3,526,427
Public Safety	7,931,547	3,913,358	-	-	7,165,857	3,913,358
Protective Inspections	1,408,894	454,625	-	-	1,408,894	454,625
Public Works	4,277,587	2,887,822	-	-	4,284,287	2,887,822
Culture/Recreation	527,394	266,377	-	-	527,394	266,377
Economic Environment	1,426,509	802,477	-	-	1,426,509	802,477
Interest Cost	150,368	139,282	-	-	150,368	139,282
Business-type Activities:						
Utility	-	-	10,932,322	10,004,702	10,932,322	10,004,702
Sanitation	-	-	1,953,080	1,967,673	1,953,080	1,967,673
Airport	-	-	2,834,950	2,396,627	2,834,950	2,396,627
Total Expenses	20,311,917	11,990,368	15,720,352	14,369,002	36,032,269	26,359,370
Incr/Decr in Net position before Transfers	9,969,156	15,392,057	14,064,690	8,821,139	24,033,846	24,213,196
Transfers	-	-	-	-	-	-
Increase in Net position	9,969,156	15,392,057	14,064,690	8,821,139	24,033,846	24,213,196
Net Position prior year	39,503,509	24,111,452	83,240,584	74,419,445	122,744,093	98,530,897
Net Position at year end	49,472,665	39,503,509	97,305,274	83,240,584	146,777,939	122,744,093

Governmental activities

Table 2 above compares the revenues and expenses for the two activity types for the current and prior fiscal years. Net position for governmental activities increased by \$9,969,156, because of continued developer improvements to the area.

As illustrated in the following chart, 67.59% of governmental activity revenue comes from property taxes, utility taxes, sales and other taxes.



Business-type activities

Table 2 on the previous page compares the revenues and expenses for the two activity types for the current and prior fiscal years. Combined net position for all business-type activities increased \$14,064,690 - an increase in the Utility Fund of \$9,363,405, an increase in the Sanitation Fund of \$507,180 and an increase in the Airport Fund of \$4,194,105. Key elements of these changes were:

- Utility revenue increase was due to all the new accounts added from all the developer improvements to the area.
- Airport continues to receive multi-million grant awards.

Normal Impacts

There are nine basic impacts on revenues and expenses as reflected below.

Revenues

Economic Condition - The economic conditions can reflect a declining, stable or growing economic environment and have a substantial impact on property, sales, gas and other tax revenue as well as public spending habits for building permits, elective user fees and volumes of consumption.

Increase/Decrease in Council approved rates - While certain tax rates are set by statute, the City Council has significant authority to impose and periodically increase/decrease rates (water, sewer, sanitation, permitting, and impact fees).

Changing Patterns in Intergovernmental and Grant Revenue (both recurring and non-recurring) - Certain recurring revenues (state revenue sharing, block grants, etc.) may experience significant changes periodically while non-recurring (or one-time) grants are less predictable and often distorting in their impact on a year-to-year basis.

Contribution from Utility, Sanitation and Airport Funds - The City owns and operates the Water and Wastewater services, Sanitation services and municipal Airport and provides administrative and support services for these Proprietary Funds. In return, the City receives payment from them. Therefore, the ongoing competitiveness and vitality of these funds are important to the City.

Market Impacts on Investment Income - Due to varying maturities on the City's investments and the varying nature of the market in general, the City investment income may fluctuate from year to year.

Expenses

Introduction of New Programs - Within the functional expense categories (General Government, Police, Fire, Public Works, Parks, etc.) individual programs may be added or deleted to meet changing community needs.

Increase in Authorized Personnel - Changes in service demand may cause the Council to increase/decrease authorized staffing.

Salary Increases (cost of living and market adjustment) - The ability to attract and retain human and intellectual resources requires the City to strive to approach a competitive salary range position in the marketplace.

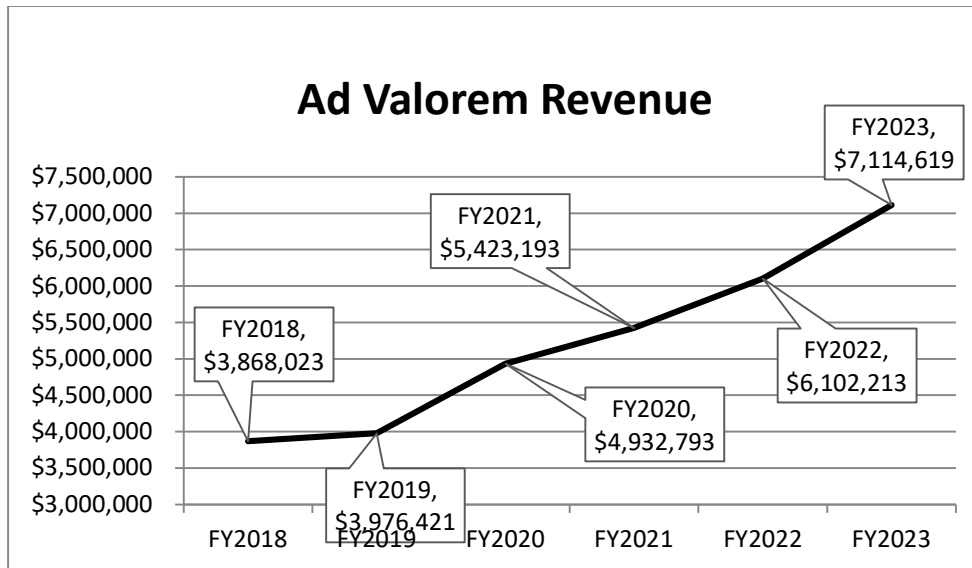
Inflation - While overall inflation appears to be reasonably modest, the City is a major consumer of certain commodities such as chemicals and supplies, fuel and parts. Some functions may experience unusual commodity specific increases.

Current Year Impacts

Revenues

Economic Condition

The City's ad valorem revenue has increased for the sixth straight year. Ad valorem taxes increased \$1,012,406, 16.59% more than collected in fiscal year 2022. Franchise fees, utility taxes, local option sales tax revenue increased significantly and remains the single best source of governmental capital improvements; and state shared revenues slightly increased, although there is concern that they could decline in the future.



As in previous years, the City received additional grant revenue (from the federal and state governments) in fiscal year 2023.

Expenses

Operating costs increased by 6.87% in the Governmental Funds, the Utility Fund expenditures increased by 9.85%. Operating costs increased by 18.29% in the Airport Fund and decreased by .74% in the Sanitation Fund. Detailed reports on operating revenues and expenditures in the governmental funds and enterprise funds are reported elsewhere in this report.

Governmental Funds

As of the year end, the governmental funds (as presented on the balance sheet on page 4) reported a combined fund balance of \$39,910,388 which is 27.3% more than the prior year combined fund balance of \$31,351,901. \$7,917,203 constitutes an undesignated/ unreserved fund balance, which is available for spending at the government's discretion. The remainder of the fund balance is restricted, committed, or assigned to indicate that it is not available for new spending. Major reservations and designations include local option sales tax revenue, impact fees, community redevelopment, gas tax revenue, and cemetery perpetual care reserves.

Business-Type Funds

In total, the *Proprietary Funds*, (which include the City's *Utility, Sanitation and Airport Fund*), show net gain before capital contributions and transfers. The year-end net position is \$97,305,274 which is \$14,064,690 higher than the beginning of year net position. Each of these *Proprietary Funds* is to be viewed and analyzed as a separate and distinct business, thus the following commentary focuses first on the *Utility Fund*, then on the *Sanitation Fund* and finally on the *Airport Fund*.

- The *Utility Fund* has an operating income of \$3,315,601 and, after non-operating revenues and expenses and capital contributions, an increase in net position of \$6,809,460. Operating revenues increased by 10.11%. Operating expenses increased 9.85% because of the workers' compensation being charged to their respected funds.
- The *Sanitation Fund* has an operating income of \$391,959 and, after non-operating revenues and expenses and capital contributions, an increase in net position of \$507,180. Operating revenues increased 13.57% from the previous year and operating expenses decreased .74%.
- Although the *Airport Fund* has an operating loss of \$760,657 after non-operating revenues and expenses. Most of this loss was the result of depreciation increases due to prior and current year capital asset additions, funded mostly by Federal and State grants. Operating revenues increased by 20.17% and operating expenses increased by 18.29%.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of year-end, the City had \$133.10 million invested in a variety of capital assets, as reflected in the following table, which represents an increase (additions less retirements and depreciation) of \$12.43 million (or 10.30%) from the previous year balances.

Capital Assets at Year-End (expressed in millions)						
(Net of Depreciation)						
	Government		Business-type		Total	
	Activities		Activities		Government	
	2023	2022	2023	2022	2023	2022
Land	3.90	3.88	2.86	2.86	6.76	6.74
Buildings and Improvements	22.22	22.04	43.01	31.86	65.23	53.90
Improvements other than Buildings	7.37	7.14	0.00	0.00	7.37	7.14
Equipment	8.65	8.45	7.54	7.22	16.19	15.67
Infrastructure	28.11	23.33	92.37	85.30	120.48	108.63
Subscription Assets	2.37	0.00	0.00	0.00	2.37	0.00
Less: Accumulated Depreciation	-28.65	-27.07	-61.47	-56.99	-90.12	-84.06
Less: Subscription Amortization	-0.22	0.00	0.00	0.00	-0.22	0.00
Subtotal	43.75	37.77	84.31	70.25	128.06	108.02
Construction in Progress	0.98	1.51	4.06	11.14	5.04	12.65
Total	44.73	39.28	88.37	81.39	133.10	120.67

The following table presents a summary of the change in Capital Assets, which is presented in detail on pages 24 and 25 of the notes.

Change in Capital Assets			
(expressed in millions)			
	Governmental	Business-type	Primary
	Activities	Activities	Government
Net Capital Assets, beginning balance	39.28	81.39	120.67
Additions/Transfers In	10.50	23.25	33.75
Retirements/Transfers Out	(3.26)	(11.79)	(15.05)
Change in Depreciation/Amortization	(1.79)	(4.48)	(6.27)
Net Capital Assets, ending balance	44.73	88.37	133.10

Debt Outstanding

As of year-end, the City had \$18,551,444 million in debt (notes, capital leases payable, etc. excluding compensated absences and Other Post-Employment Benefits - OPEB obligations) outstanding compared to \$20,162,348 million last year, a 7.99% decrease.

Detailed information regarding the City's long term debt obligation can be found in Note 7, pages 29 through 32 of this report.

Outstanding Debt, at Year End		
excluding other liabilities (compensated absences, OPEB, impact fee rebate)		
	Totals	
	2023	2022
Governmental:		
Capital improvement notes	\$ 5,254,934	\$ 5,716,531
Sub-total	5,254,934	5,716,531
Business type:		
Bonds payable - BB&T Series Equipment Finance Lease	2,130,954	2,810,750
Capital improvement notes	11,165,556	11,635,067
Sub-total	13,296,510	14,445,817
Total	\$ 18,551,444	\$ 20,162,348

New Accounting Pronouncements

New Accounting Pronouncements The current year financial statements include the adoption of GASB Statement No. 96 Subscription Based Information Technology Arrangements (SBITA). As of September 30, 2023 as the City has future principal payments through 2033 for governmental activities of \$2.2 million, and interest payments of \$8,441.

ECONOMIC FACTORS

The State of Florida, by constitution, does not have a state personal income tax and, therefore, the State operates primarily using sales, gasoline and corporate income taxes. Local governments (cities, counties and school boards) primarily rely on property and a limited array of allowable other taxes (sales, gasoline, utility services, etc.) and fees (franchise, occupational license, etc.) for their governmental activities. There are a limited number of state-shared revenues and recurring and nonrecurring (one-time) grants from both the state and federal governments.

For the business-type and certain governmental activities (permitting, etc.) the user pays a related fee or charge associated with the service.

The level of taxes, fees and charges for services (including development related impact fees) will have a bearing on the City's specific competitive ability to (a) annex additional land into its corporate limits and (b) encourage development (office, retail, residential, industrial) to choose to be located in their jurisdiction.

The City places significant emphasis on encouraging economic development (particularly in the downtown redevelopment area) and maintaining property values through rigorous code enforcement.

FINANCIAL CONTACT

The City's financial statements are designed to present users (citizens, taxpayers, customers, investors and creditors) with a general overview of the City's finances and to demonstrate the City's accountability. If you have any questions about this report or need additional financial information, contact the City's Finance Department at City Hall, 5335 8th Street, Zephyrhills, FL 33542, telephone (813) 780-0000.

City of Zephyrhills, Florida

Statement of Net Position For the Year Ended September 30, 2023

	Governmental Activities	Business-Type Activities	Total
Assets			
Current Assets			
Cash and Pooled Cash, Cash Equivalents, and Investments	\$ 40,377,474	\$ 14,875,179	\$ 55,252,653
Restricted Assets:			
Cash and Pooled Cash, Cash Equivalents, and Investments			
Utility Connection Impact Fees	-	10,179,518	10,179,518
Utility Deposits	-	1,518,466	1,518,466
Receivables (Net of Allowance):			
Accounts - billed and unbilled	416,203	1,708,767	2,124,970
Due from Other Governments	852,807	335,397	1,188,204
Inventories	45,966	486,823	532,789
Lease Receivable - Short Term	-	177,589	177,589
Prepaid Items	800	11,444	12,244
Total Current Assets	41,693,250	29,293,183	70,986,433
Non-Current Assets			
Lease Receivable - Long Term	-	1,794,182	1,794,182
Land and Improvements	3,896,505	2,864,000	6,760,505
Building and Improvements	22,222,268	43,013,499	65,235,767
Improvements - Other than Building	7,372,453	-	7,372,453
Equipment	8,646,108	7,536,770	16,182,878
Infrastructure	28,113,943	92,371,927	120,485,870
Subscription Assets	2,372,357		
Construction in Process	979,983	4,058,163	5,038,146
Accumulated Depreciation	(28,865,121)	(61,474,057)	(90,339,178)
Total Non-Current Assets	44,738,497	90,164,484	132,530,623
Deferred Outflows of Resources	2,293,252	598,436	2,891,688
Total Assets and Deferred Outflows of Resources	\$ 88,724,999	\$ 120,056,103	\$ 208,781,102

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Net Position (continued)
For the Year Ended September 30, 2023

	Governmental Activities	Business- Type Activities	Total
Liabilities			
Current Liabilities			
Accounts Payable	\$ 1,352,511	\$ 1,666,555	\$ 3,019,066
Customer Deposits	-	1,822,023	1,822,023
Accrued Interest Payable	-	34,746	34,746
Current Portion of:			
Revenue Bonds and Notes Payable	472,417	1,884,148	2,356,565
Subscription Asset Payable-Short Term	560,883	-	560,883
Compensated Absences	430,351	102,280	532,631
Total Current Liabilities	<u>2,816,162</u>	<u>5,509,752</u>	<u>8,325,914</u>
Non-Current Liabilities			
Net Pension Liability	11,335,177	2,890,506	14,225,683
Revenue Bonds and Notes Payable	4,782,517	11,412,362	16,194,879
Subscription Asset Payable-Long Term	1,643,320	-	1,643,320
Compensated Absences	959,581	536,971	1,496,552
Net OPEB Liability (See note 10)	15,877,691	-	15,877,691
Total Non-Current Liabilities	<u>34,598,286</u>	<u>14,839,839</u>	<u>49,438,125</u>
Total Liabilities	<u>37,414,448</u>	<u>20,349,591</u>	<u>57,764,039</u>
Deferred Inflows of Resources	<u>1,837,886</u>	<u>2,401,238</u>	<u>4,239,124</u>
Total Liabilities and Deferred Inflows of Resources	<u>39,252,334</u>	<u>22,750,829</u>	<u>62,003,163</u>
Net Position			
Investment in Capital Assets, Net of Related Debt	39,483,563	75,073,792	114,557,355
Restricted			
Infrastructure	17,293,565	-	17,293,565
Impact Fees	7,678,344	-	7,678,344
Other	1,181,560	-	1,181,560
Extensions - Utility Fund	-	10,179,518	10,179,518
Unrestricted	<u>(16,164,367)</u>	<u>12,051,964</u>	<u>(4,112,403)</u>
Total Net Position	<u>49,472,665</u>	<u>97,305,274</u>	<u>146,777,939</u>
Total Liabilities and Net Position	<u><u>\$ 88,724,999</u></u>	<u><u>\$ 120,056,103</u></u>	<u><u>\$ 208,781,102</u></u>

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Activities For the Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues			Changes in Net Position		
		Charges For Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental Activities							
General Government	\$ (4,589,618)	\$ 1,690,865	\$ -	\$ 271,080	\$ (2,627,673)	\$ -	\$ (2,627,673)
Police	(7,165,857)	89,471	-	-	(7,076,386)	-	(7,076,386)
Fire	(765,690)	-	-	-	(765,690)	-	(765,690)
Protective Inspections	(1,408,894)	2,337,942	-	-	929,048	-	929,048
Economic Environment	(1,426,509)	-	-	-	(1,426,509)	-	(1,426,509)
Public Works	(4,277,587)	4,811,363	-	-	533,776	-	533,776
Library	(527,394)	6,183	-	-	(521,211)	-	(521,211)
Interest and Fiscal							
Charges on Long-Term Debt	(150,368)	-	-	-	(150,368)	-	(150,368)
Total Governmental Activities	(20,311,917)	8,935,824	-	271,080	(11,105,013)	-	(11,105,013)
Business-Type Activities							
Water and Sewer	(10,932,322)	17,398,282	-	2,553,945	-	9,019,905	9,019,905
Sanitation	(1,953,080)	2,343,109	-	-	-	390,029	390,029
Airport	(2,834,950)	2,074,293	-	4,875,203	-	4,114,546	4,114,546
Total Business-Type Activities	(15,720,352)	21,815,684	-	7,429,148	-	13,524,480	13,524,480
Total	\$ (36,032,269)	\$30,751,508	\$ -	\$ 7,700,228	\$ (11,105,013)	\$ 13,524,480	\$ 2,419,467
General Revenues:							
Taxes							
Ad Valorem					7,114,619	-	7,114,619
Franchise Fees					1,879,886	-	1,879,886
Communications Services					867,746	-	867,746
Utility Taxes					2,475,237	-	2,475,237
Business Taxes					96,350	-	96,350
State Revenue Sharing					714,010	-	714,010
Half-Cent Sales Tax					1,535,072	-	1,535,072
Local Option Gas Tax					757,194	-	757,194
Local Option Sales Tax					3,519,013	-	3,519,013
Other Taxes					151,832	-	151,832
Investment Income					1,796,506	497,819	2,294,325
Miscellaneous					91,557	-	91,557
Gain (Loss) on Asset Disposal					75,147	42,391	117,538
Total General Revenues and Special Items					21,074,169	540,210	21,614,379
Change in Net Position					9,969,156	14,064,690	24,033,846
Net Position Beginning of Year					39,503,509	83,240,584	122,744,093
Net Position End of Year					\$ 49,472,665	\$ 97,305,274	\$ 146,777,939

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Balance Sheet Governmental Funds For the Year Ended September 30, 2023

	General	Special Revenue	CRA Fund	Impact Fee Fund	Total
Assets					
Cash and Pooled Cash, Cash Equivalents, and Investments	\$ 14,058,618	\$ 16,923,937	\$ 1,169,650	\$ 8,225,269	\$ 40,377,474
Receivables (Net of Allowance)					
Accounts Billed	416,203	-	-	-	416,203
Due from Other Governments	444,937	407,870	-	-	852,807
Inventories - at Cost	45,966	-	-	-	45,966
Prepaid Items	800	-	-	-	800
Total Assets	<u>\$ 14,966,524</u>	<u>\$ 17,331,807</u>	<u>\$ 1,169,650</u>	<u>\$ 8,225,269</u>	<u>\$ 41,693,250</u>
Liabilities and Fund Balances					
Liabilities					
Accounts Payable	745,084	38,242	22,260	546,925	1,352,511
Accrued Liabilities	425,950	-	4,401	-	430,351
Total Liabilities	<u>1,171,034</u>	<u>38,242</u>	<u>26,661</u>	<u>546,925</u>	<u>1,782,862</u>
Fund Balances					
Nonspendable:					
Inventories	45,966	-	-	-	45,966
Prepaid items	800	-	-	-	800
Restricted For:					
Community Reinvestment	170,395	-	1,142,989	-	1,313,384
Impact Fee Programs	-	-	-	7,678,344	7,678,344
Infrastructure Sales Tax Programs	-	16,563,901	-	-	16,563,901
Transportation - Fuel Tax	-	729,664	-	-	729,664
Other (Confiscated Property)	38,571	-	-	-	38,571
Assigned:					
Cemetery Perpetual Care	479,704	-	-	-	479,704
CAD Reserve	97,361	-	-	-	97,361
Recreation-ZNHH Reserve	3,647,523	-	-	-	3,647,523
Building Department Reserve	1,213,548	-	-	-	1,213,548
Other	184,419	-	-	-	184,419
Undesignated/Unreserved	7,917,203	-	-	-	7,917,203
Total Fund Balances	<u>13,795,490</u>	<u>17,293,565</u>	<u>1,142,989</u>	<u>7,678,344</u>	<u>39,910,388</u>
Total Liability and Fund Balances	<u>\$ 14,966,524</u>	<u>\$ 17,331,807</u>	<u>\$ 1,169,650</u>	<u>\$ 8,225,269</u>	<u>\$ 41,693,250</u>

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Reconciliation of the Balance Sheet to the Statement of Net Position Governmental Funds For the Year Ended September 30, 2023

Fund Balances - Total Governmental Funds	\$	39,910,388
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Amounts reported for Governmental Activities in the Statement
of Net Position are different because:

Capital Assets used in Governmental Activities are not financial
resources and, therefore, are not reported in the Governmental Funds.

Governmental Capital Assets	\$	73,603,617	
Less: Accumulated Depreciation		<u>(28,865,121)</u>	44,738,497

Long-Term Liabilities are not due and payable in the current period and, therefore, are not reported in the Governmental Funds.	(5,254,934)
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SBITA Financing payable	(2,204,203)	
Compensated Absences - Long-Term	(959,581)	
Unfunded Accrued Liability - OPEB	(15,877,691)	
Net Pension Liability	(11,335,177)	
Other Deferred Inflows/Outflows	<u>455,366</u>	<u>(29,921,286)</u>

Net Assets of Governmental Activities	\$	<u><u>49,472,665</u></u>
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The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds For the Year Ended September 30, 2023

	General	Special Revenue	CRA Fund	Impact Fee Fund	Total
Revenues					
Taxes	\$ 9,822,350	\$ -	\$ 733,999	\$ -	\$ 10,556,349
Licenses and Permits	3,994,879	-	-	-	3,994,879
Intergovernmental Revenue	2,400,915	4,533,904	-	-	6,934,819
Charges for Services	1,752,910	-	-	-	1,752,910
Fines and Forfeitures	187,891	-	-	-	187,891
Miscellaneous Revenue	960,027	741,788	123,964	347,207	2,172,986
Special Assessments	-	-	-	4,681,239	4,681,239
Total Revenues	19,118,972	5,275,692	857,963	5,028,446	30,281,073
Expenditures					
Current					
General Government	3,838,579	626,429	237,164	534,368	5,236,540
Public Safety	7,552,329	-	-	-	7,552,329
Economic Environment	-	-	-	-	-
Physical Environment	-	-	-	-	-
Public Works	2,525,571	-	-	-	2,525,571
Library	374,648	-	-	-	374,648
Capital Outlay	261,550	2,256,098	184,778	2,722,178	5,424,604
Debt Service					
Principal Retirement	-	461,597	-	-	461,597
Interest and Fiscal Charges	-	128,556	-	-	128,556
Total Expenditures	14,552,677	3,472,680	421,942	3,256,546	21,703,845
Excess of Revenues Over (Under) Expended	4,566,295	1,803,012	436,021	1,771,900	8,577,228
Other Financing Sources (Uses)					
Transfers In	-	-	-	-	-
Transfers Out	(18,740)	-	-	-	(18,740)
Total Other Financing Sources (Uses)	(18,740)	-	-	-	(18,740)
Net Change in Fund Balances	4,547,555	1,803,012	436,021	1,771,900	8,558,488
Fund Balances - Beginning of Year	9,247,935	15,490,553	706,968	5,906,444	31,351,900
Fund Balances - End of Year	\$ 13,795,490	\$ 17,293,565	\$ 1,142,989	\$ 7,678,344	\$ 39,910,388

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities For the Year Ended September 30, 2023

Net Change in Fund Balance - Total Government Funds \$ 8,558,488

Amounts reported for Governmental Activities in the Statement
of Activities are different because:

Governmental Funds report Capital Outlays as Expenditures.
However, in the Statement of Activities, the cost of those
assets are depreciated over their estimated useful lives.

Expenditures for Capital Assets	\$ 5,424,604	
Expenditures for Subscription Assets	\$ 2,372,357	
Less Current Year Depreciation/Amortization	<u>(2,351,359)</u>	5,445,602

Proceeds from debt issue are financing source in the
governmental funds. They are not revenue in the statement of
activities; issuing debt increases long-term liabilities in the
statement of net assets.

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Estimated (increase)/decrease in Net OPEB obligations (953,460)

Some expenses reported in the Statement of Activities do not
require the use of current financial resources and, therefore,
are not reported as Expenditures in Governmental Funds.

Other	467,740	
Change in Subscription Assets Payable	(2,204,202)	
Change in Compensated Absences - Long-Term	(137,018)	
Other - Deferred Inflows/Outflows	274,127	
Decrease Net Pension Liability	<u>(1,482,121)</u>	<u>(3,081,474)</u>

Change in Net Assets of Governmental Activities \$ 9,969,156

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Net Position Proprietary Funds For the Year Ended September 30, 2023

	Utility Fund	Sanitation Fund	Airport Fund	Total
Assets				
Current Assets				
Cash and Investments	\$ 10,840,003	\$ 1,956,153	\$ 2,079,023	\$ 14,875,179
Accounts Receivable	1,437,616	322,433	24,718	1,784,767
Less: Allowance for Doubtful Accounts	(64,000)	(12,000)	-	(76,000)
Lease Receivable - short term	-	-	177,589	177,589
Other Prepaid Expense	11,444	-	-	11,444
Inventories of Supplies, at cost	459,842	-	26,981	486,823
Due From Other Governments	293,969	-	41,428	335,397
Due From the Federal Government	-	-	-	-
Due From Other Funds	-	-	-	-
Total Current Assets	12,978,874	2,266,586	2,349,739	17,595,199
Non-Current Assets				
Lease receivable - long-term	-	-	1,794,182	1,794,182
Total Non-Current Assets	-	-	1,794,182	1,794,182
Restricted Assets				
Cash and Pooled Cash, Cash Equivalents and Investments				
Utility Connection Impact Fees	10,179,518	-	-	10,179,518
Construction Fund	-	-	-	-
Sinking Fund	-	-	-	-
Renewal and Replacement	-	-	-	-
Water Reuse Reserve Fund	-	-	-	-
Utility Deposits	1,518,466	-	-	1,518,466
Total Restricted Assets	11,697,984	-	-	11,697,984
Capital Assets				
Property, Plant, Equipment and Infrastructure	102,585,771	4,084,255	43,174,333	149,844,359
Less: Accumulated Depreciation	(44,060,755)	(2,143,948)	(15,269,354)	(61,474,057)
Total Capital Assets	58,525,016	1,940,307	27,904,979	88,370,302
Total Assets	83,201,874	4,206,893	32,048,900	119,457,667
Deferred Outflows of Resources				
Deferred Pension Outflows	433,044	113,883	51,509	598,436
Total Assets and Deferred Outflows of Resources	\$ 83,634,918	\$ 4,320,776	\$ 32,100,409	\$ 120,056,103

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Net Position Proprietary Funds (continued) For the Year Ended September 30, 2023

	Utility Fund	Sanitation Fund	Airport Fund	Total
Liabilities and Fund Equity				
Current Liabilities Payable from Current Assets				
Accounts Payable and Accrued Expenses	\$ 1,049,444	\$ 74,997	\$ 56,094	\$ 1,180,535
Water Capacity Reservation	588,300	-	-	588,300
Current Portion of Notes Payable	1,863,774	20,374	-	1,884,148
Total	3,501,518	95,371	56,094	3,652,983
Current Liabilities Payable from Restricted Assets				
Customer Deposits	1,775,669	-	46,354	1,822,023
Accrued Interest	34,746	-	-	34,746
Total	1,810,415	-	46,354	1,856,769
Total Current Liabilities	5,311,933	95,371	102,448	5,509,752
Long-Term Liabilities				
Net Pension Liability	2,021,869	597,219	271,418	2,890,506
Compensated Absences Payable, Long-Term Portion	239,464	130,268	167,239	536,971
Bonds and Notes Payable, Long-Term Portion	11,373,887	38,475	-	11,412,362
Total Long-Term Liabilities	13,635,220	765,962	438,657	14,839,839
Total Liabilities	18,947,153	861,333	541,105	20,349,591
Deferred Inflow of Resources				
Deferred Inflow of Resources - Leases	-	-	1,944,013	1,944,013
Deferred Pension Inflows	316,930	96,456	43,839	457,225
Total Liabilities and Deferred Inflow of Resources	19,264,083	957,789	2,528,957	22,750,829
Net Assets				
Invested in Capital Assets, Net of Related Debt	45,287,355	1,881,458	27,904,979	75,073,792
Restricted				
Extension - Utility fund	10,179,518	-	-	10,179,518
Unrestricted	8,903,962	1,481,529	1,666,473	12,051,964
Total Net Assets	64,370,835	3,362,987	29,571,452	97,305,274
Total Liabilities and Net Assets	\$ 83,634,918	\$ 4,320,776	\$ 32,100,409	\$ 120,056,103

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Revenues, Expenses, and Changes in Net Position Proprietary Funds For the Year Ended September 30, 2023

	Utility Fund	Sanitation Fund	Airport Fund	Total
Operating Revenue				
Charges for Services	\$ 14,059,041	\$ 2,343,109	\$ 2,074,293	\$ 18,476,443
Total Operating Revenue	14,059,041	2,343,109	2,074,293	18,476,443
Operating Expenses				
Personnel Services	2,316,397	731,554	586,557	3,634,508
Professional Services	1,333,611	20,025	20,758	1,374,394
Operating Supplies	62,448	42,250	8,786	113,484
Property and Casualty Insurance	309,791	77,128	87,976	474,895
Repairs and Maintenance	268,884	225,938	51,998	546,820
Utilities	689,200	3,083	44,297	736,580
Depreciation	3,609,553	279,408	1,083,190	4,972,151
Administrative Fees	1,438,331	358,473	20,000	1,816,804
Other Operating Expenses	715,225	213,291	76,359	1,004,875
Costs of Goods Resold	-	-	855,029	855,029
Total Operating Expenses	10,743,440	1,951,150	2,834,950	15,529,540
Operating Income (Loss)	3,315,601	391,959	(760,657)	2,946,903
Non-Operating Revenue (Expenses)				
Investment Income	354,480	74,677	68,662	497,819
Interest Expense/Bond Refinance	(188,882)	(1,930)	-	(190,812)
Connection Fees	3,339,241	-	-	3,339,241
Insurance Proceeds	4,702	33,397		38,099
Gain (Loss) on Sale of Asset	(15,682)	9,077	10,897	4,292
Total Non-Operating Revenues (Expenses)	3,493,859	115,221	79,559	3,688,639
Income Before Capital Contributions and Transfers	6,809,460	507,180	(681,098)	6,635,542
Transfers from other funds	-	-	-	-
Contribution from Customer	2,259,976	-	-	2,259,976
Capital Grants	293,969	-	4,875,203	5,169,172
Change in Net Assets	9,363,405	507,180	4,194,105	14,064,690
Net Assets - Beginning of Year	55,007,430	2,855,807	25,377,347	83,240,584
Net Assets - End of Year	\$ 64,370,835	\$ 3,362,987	\$ 29,571,452	\$ 97,305,274

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Cash Flows Proprietary Funds For the Year Ended September 30, 2023

	Utility Fund	Sanitation Fund	Airport Fund	Total
Cash Flows from Operating Activities:				
Cash Received from Customers	\$ 17,297,802	\$ 2,282,891	\$ 2,089,219	\$ 21,669,912
Cash Paid to Suppliers for Goods and Services	(2,175,413)	(521,804)	208,430	(2,488,787)
Cash Paid to and for the Benefit of Employees	(2,271,564)	(782,447)	(549,657)	(3,603,668)
Cash Paid to Other Funds for Goods or Services	(1,438,331)	(358,473)	(20,000)	(1,816,804)
Net Cash Provided (Used) by Operating Activities	11,412,494	620,167	1,727,992	13,760,653
Cash Flows from Capital and Related Financing Activities:				
Interfund Activity-Due to/from	(293,969)	-	2,250,066	1,956,097
Proceeds of Grant/Donations	293,969	-	4,875,203	5,169,172
Payments for Capital Acquisitions	(4,149,788)	(315,720)	(5,243,864)	(9,709,372)
Principal Repayments	(1,876,961)	(18,769)	-	(1,895,730)
Proceeds from SRF Loan	746,423	-	-	746,423
Lease- Right of Use Receivable	-	-	(1,944,013)	(1,944,013)
Interest Paid	(188,882)	(1,930)	-	(190,812)
Proceeds from Assets Sold	4,702	33,721	(20,358)	18,065
Net Cash Provided (Used) by Capital and Related Financing Activities	(5,464,506)	(302,698)	(82,966)	(5,850,170)
Cash Flows from Investing Activities:				
Receipt of Interest	354,480	74,677	68,662	497,819
Net Cash Provided from Investing Activities	354,480	74,677	68,662	497,819
Net Increase (Decrease) in Cash	6,302,468	392,146	1,713,688	8,408,302
Cash, Beginning of Year	16,235,519	1,564,007	365,335	18,164,861
Cash, End of Year	\$ 22,537,987	\$ 1,956,153	\$ 2,079,023	\$ 26,573,163
Reconciliation of Cash and Cash Equivalents to Balance Sheet	\$ 22,537,987	\$ 1,956,153	\$ 2,079,023	\$ 26,573,163
Unrestricted Cash and Pooled Cash, Cash Equivalents and Investments	10,840,003	1,956,153	2,079,023	14,875,179
Restricted Cash and Pooled Cash, Cash Equivalents, and Investments				
Utility Impact Fees	10,179,518	-	-	10,179,518
Customer Deposits	1,518,466	-	-	1,518,466
Total	\$ 22,537,987	\$ 1,956,153	\$ 2,079,023	\$ 26,573,163

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Cash Flows Proprietary Funds (continued) For the Year Ended September 30, 2023

	Utility Fund	Sanitation Fund	Airport Fund	Total
Operating Income (Loss)	<u>\$ 3,315,601</u>	<u>\$ 391,959</u>	<u>\$ (760,657)</u>	<u>\$ 2,946,903</u>
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities:				
Depreciation Expense	3,609,553	279,408	1,083,190	4,972,151
Connection Fees	3,339,241	-	-	3,339,241
(Increase) Decrease in Accounts Receivable, Net	(100,480)	(60,218)	14,926	(145,772)
(Increase) Decrease in Inventories	(72,495)	-	13,206	(59,289)
Net Increase in Customer Deposits	148,062	-	(4,362)	143,700
Increase (Decrease) in Accounts Payable Suppliers	920,377	19,580	(637,303)	302,654
Increase(Decrease) Other	207,802	40,331	1,982,092	2,230,225
Increase (Decrease) in Accrued Payroll and Compensated Absences	44,833	(50,893)	36,900	30,840
Total Adjustments	<u>8,096,893</u>	<u>228,208</u>	<u>2,488,649</u>	<u>10,813,750</u>
Net Cash Provided (Used) by Operating Activities	<u><u>\$ 11,412,494</u></u>	<u><u>\$ 620,167</u></u>	<u><u>\$ 1,727,992</u></u>	<u><u>\$ 13,760,653</u></u>

Supplemental Schedule of Non-Cash Investing, Capital and Financing Activities.

An allowance for uncollectible accounts has been provided for at September 30, 2023 in the amount of \$76,000.

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 1 - Summary of Significant Accounting Policies

The City of Zephyrhills was incorporated pursuant to Florida Legislature Spec. Acts 1925, Chap. 11327, Sec. 1, as amended by Spec. Acts 1927, Chap. 13564, Sec. 1. The City operates under a Council-Manager form of government and provides the following services as authorized by its charter: public safety, public works, public health and welfare, culture, recreation, water and wastewater services.

The City's financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). Governments are also required to follow the pronouncements of the Financial Accounting Standards Board (FASB) issued through November 30, 1989 (when applicable) that do not conflict with or contradict GASB pronouncements. Although the City has the option to apply FASB pronouncements issued after that date to its business-type activities and enterprise funds, the City has chosen not to do so. The more significant accounting policies established in GAAP and used by the City are discussed below.

Defining the Financial Reporting Entity

In accordance with Governmental Accounting Standards Board Statement Number 14, the financial reporting entity includes the primary government, organizations for which the primary government is financially accountable and other organizations which, if excluded, would cause the reporting entity's financial statements to be misleading or incomplete. Financial accountability is defined as the appointment of a voting majority to an organization's board and either displays the ability to impose its will on that organization or the possibility that the organization will impose or provide a financial burden or benefit to the primary government.

Included within the Reporting Entity

Zephyrhills Community Redevelopment Agency: The Zephyrhills Community Redevelopment Agency was formed as a special district by Council Resolution number 437 adopted March 9, 1998. The resolution provided that the City Council itself is the governing body of the agency. The district was formed for the purpose of redevelopment of the specified area of land within the downtown area of the City of Zephyrhills.

This special district is fully dependent upon the City of Zephyrhills and its funding and expenditures are reported by the City through its Special Revenue Fund (governmental fund type). Under specific requirements as outlined in "Governmental Accounting Standards Board" (GASB) Statement 14, the special district is not considered legally separate and is not reportable as a component unit.

Basic Financial Statements - Government-Wide Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide statements are presented using a full accrual, economic resource basis, which incorporates long-term assets and receivables and long-term liabilities. Governmental activities include the General Fund and Special Revenue Fund. Business-type activities include the Utility Fund, Sanitation Fund and Airport Fund.

In the government-wide Statement of Net Position, both the governmental and business-type activities (a) are presented on a consolidated basis by column and (b) are reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The City's net position is reported in three parts - invested in capital assets, net of related debt; restricted net position; and unrestricted net position. The City first utilizes restricted resources to finance qualifying activities.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 1 - Summary of Significant Accounting Policies (continued)

The government-wide Statement of Activities reports both the gross and net cost of each of the City's functions and business-type activities (police, fire, public works, etc.). The functions are also supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues and operating and capital grants. Program revenues must be directly associated with the function (police, public works, community services, etc.) or a business-type activity. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reports capital-specific grants.

The net costs (by function or business-type activity) are normally covered by general revenue (property, sales or gas taxes, intergovernmental revenues, interest income, etc.).

The City does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the City as an entity and the change in the City's net position resulting from the current year's activities.

Basic Financial Statements - Fund Financial Statements

The financial transactions of the City are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenditures/expenses.

The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories. Non-major funds by category are summarized into a single column. GASB No. 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The City has electively added funds, as major funds, which either have debt outstanding or specific community focus. Non-major funds, if any, are combined in a column in the fund financial statements. All funds of the City are considered major funds.

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The City reports these major governmental funds and fund types:

The General Fund is the City's primary operating fund. It is used to account for all financial resources except those required to be accounted for in another fund.

The Special Revenue Fund is used to account for the proceeds of specific revenue sources that are restricted by law or administrative action to expenditures for specific purposes.

The CRA Fund is used to account for revenues and expenditures specifically derived from and applicable to the Community Redevelopment Agency Area within the City.

The Impact Fee Fund is used to account for proceeds from police, fire, transportation and park impact fees that are restricted by ordinance for specific purposes.

The activities reported in these funds are reported as governmental activities in the government-wide financial statements.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 1 - Summary of Significant Accounting Policies (continued)

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The City reports the following proprietary fund types: Utility Water and Sewer, Sanitation, and Airport.

Enterprise funds are required to be used to account for operations for which a fee is charged to external users for goods or services, and the activity is financed with debt that is solely secured by a pledge of the net revenues. The activities reported in these funds are reported as business-type activities in the government-wide financial statements.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses.

Basis of Accounting

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Accrual

Both governmental and business-type activities in the government-wide financial statements and the proprietary fund financial statements are presented on the accrual basis of accounting. Property taxes are reported in the period for which levied. Other non-exchange revenues, including intergovernmental revenues and grants, are reported when all eligibility requirements have been met. Fees and charges and other exchange revenues are recognized when earned and expenses are recognized when incurred.

Modified Accrual

The governmental funds financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Property tax revenues are recognized in the period for which levied, provided they are also available. Intergovernmental revenues or grants are recognized when all eligibility requirements are met and the revenues are available. Expenditures are recognized when the related liability is incurred. Exceptions to this general rule include principal and interest on general obligation long-term debt and employee vacation and sick leave, which are recognized when due and payable.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 1 - Summary of Significant Accounting Policies (continued)

Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

The City Manager submits to the City Council a proposed operating budget for the ensuing fiscal year. It contains proposed expenditures and the means to finance them, including a proposed property tax millage rate.

Public hearings are conducted to obtain taxpayer comments on the proposed budget and property tax millage rate.

The budget and property tax millage rate are approved by the City Council in September.

Annual budgets are adopted for the following funds: General Fund, Special Revenue Fund, and Enterprise Funds.

The City Council must approve budget amendments that affect revenue accounts or appropriations in more than one department. Expenditures may not exceed legal appropriations at the department level. Appropriations lapse at year-end. All budget amounts presented in the accompanying financial statements and supplemental information have been adjusted for revisions as approved by City Council during the year.

Formal budgetary integration is employed as a management control device during the year for the Governmental Funds.

Budgets for the Governmental Funds are adopted on a basis consistent with generally accepted accounting principles.

Assets, Liabilities, and Fund Equity

The City utilizes a consolidated cash pool to account for cash, cash equivalents, and investments of all City funds other than those that are required by ordinance to be physically segregated. The consolidated cash pool concept allows each participating fund to benefit from the economies of scale and improved yield that are inherent to a larger investment pool. Formal accounting records detail the individual equities of the participating funds.

The City considers all highly liquid investments (including restricted assets), with a maturity of three months or less when purchased, to be cash equivalents. The majority of the City's pooled investments have the general characteristics of demand deposits, in that additional funds may be deposited at any time and funds may be withdrawn at any time without prior notice or penalty. Therefore, all of the pooled investments, regardless of their maturities, are considered cash equivalents.

The City participates in the Florida Prime (formerly known as the Local Government Surplus Funds Trust Fund Investment Pool) operated by the Florida State Board of Administration. Florida Prime is considered an SEC 2a-7 like fund pool in accordance with GASB statement No. 31 and is valued using the pooled share price which approximates fair value. (See also Note 2)

Investments

Investments are reported at fair value. Investments in mutual fund type securities are valued at the net asset value of the fund based on the underlying assets held in the funds. The fair value of an investment is the amount that could reasonably be expected to be received for it in a current sale between a willing buyer and a willing seller, other than in a forced or liquidation sale.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 1 - Summary of Significant Accounting Policies (continued)

Receivables

Utility (water and sewer and sanitation fund) operating revenues are generally recognized on the basis of cycle billings rendered monthly or quarterly. The City records estimated revenues for services delivered during the current fiscal year that will be billed during the next fiscal year.

Inventories

Inventories are stated at cost using the first-in, first-out method. Inventories in the governmental funds are accounted for by the consumption method, wherein inventories are charged as expenditures when used.

Prepaid Items

Payments made to vendors for services that will benefit periods beyond September 30, 2023, are recorded as prepaid items.

Taxes Receivable

Other tax receivables include franchise and utility taxes that are received monthly.

Property Taxes

Under Florida Law, the assessment of all properties and the collection of all City property taxes are consolidated in the offices of the Pasco County Property Appraiser and Pasco County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. Florida Statutes permit cities to levy property taxes at a rate of up to 10 mills. The millage rate in effect for the fiscal year ended September 30, 2023, was 6.25.

The tax levy of the City is established by the City Council prior to October 1 of each year. The Pasco County Property Appraiser incorporates the millage into the total tax levy, which includes the tax requirements of the county, municipalities, independent districts, and the Pasco County School Board.

All property is reassessed according to its fair market value on January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of Florida Statutes.

All taxes are due and payable on November 1 of each year or as soon thereafter as the assessment roll is certified and delivered to the Pasco County Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January and 1% in the month of February. The taxes paid in March are without discount. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are sold for all delinquent taxes on real property. Application for a tax deed on any unredeemed tax certificate may be made by the certificate holder after a period of two years. Unsold certificates are held by Pasco County.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 1 - Summary of Significant Accounting Policies (continued)

Capital Assets

Capital assets acquired or constructed in excess of \$750 are capitalized at historical cost. Donated assets are recorded at fair market value as of the date received. Additions, improvements, and other capital outlays that extend the useful life of an asset are capitalized. Other costs incurred for repair and maintenance are expensed as incurred. Depreciation is provided using the straight-line method. The estimated useful lives of the various classes of depreciable assets are as follows:

Assets	Years
Sewer System	50
Water System	50
Public Domain Infrastructure	20-40
Buildings	10-50
Equipment	5-10

Net interest cost (interest cost less the interest earned on the investment of unexpended debt proceeds) is capitalized in the proprietary funds on construction projects financed with tax-exempt debt. There was no interest capitalized during the year ended September 30, 2023. Interest cost is not capitalized on projects financed by government grants, third-party donations or on assets in the governmental funds.

Compensated Absences

Annual vacation accruals vary based on the years of service. The maximum number of annual leave hours that an employee may accrue is 320 hours.

Medical leave accumulates at the rate of 8 hours for each month worked with no maximum accumulation. Payment for unused medical leave will be made at termination of employment based on years of service. A provision for accumulated absences, related payroll taxes and retirement has been made in the financial statements as of September 30, 2023.

Employees with 25 or more years of service that elect to resign, retire, and/or enter into the DROP Program, and provide the City with a 12 month written notice, may carry over all accrued annual leave up to the maximum allowed by the Florida Retirement System (currently 500 hours). This is retroactive to July 1, 2001.

Net Position

The government-wide and business-type fund financial statements utilize a net position presentation. Net position is presented in three components - invested in capital assets (net of related debt), restricted, and unrestricted.

Invested in Capital Assets (net of related debt)

This component of net position consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings attributable to the acquisition, construction, or improvement of those assets. This component does not include the portion of debt attributable to the unspent proceeds.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 1 - Summary of Significant Accounting Policies (continued)

Restricted

This component consists of net position that has constraints placed on them either externally by third parties (creditors, grantors, and contributors) or by law through constitutional provisions of enabling legislation. The City would typically use restricted assets first, as appropriate opportunities arise, but reserves the right to selectively defer the use of these funds.

Unrestricted

This component consists of net position that does not meet the definition of "invested in capital assets, net of related debt" and "restricted". Designations of net position made by the City's management are included in this component because these types of constraints are internal, and management can remove or modify them.

Fund Balances

In the fund financial statements, fund balance for governmental funds (General Fund, Special Revenue Fund, CRA Fund, Impact Fee Fund) is reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purpose for which amounts in the funds can be spent. Under GASB 54 requirements, fund balance is reported as five possible components - nonspendable, restricted, committed, assigned, and unassigned.

Nonspendable

This component includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted

This component includes amounts reported as restricted when constraints placed on the use of the resources are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

Committed

This component includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. Such amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

Assigned

This component is used to report the government's intent to use the amount for a specific purpose but are neither restricted, nor committed.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 1 - Summary of Significant Accounting Policies (continued)

Unassigned

This component is the residual classification for the general fund. This amount represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources (committed, assigned, and unassigned) as they are needed. When unrestricted resources (committed, assigned, and unassigned) are available for use, it is the City's policy to use committed resources first, then assigned, and then unassigned as they are needed.

In governmental funds, bond discounts and issuance costs are recognized in the current period. In the proprietary funds, bond discounts and issuance costs are deferred and amortized over the term of the bonds using the straight-line method of accounting, which approximates the effective interest method. Bond discounts are presented as a reduction of the face amount of bonds payable whereas issuance costs are recorded as deferred outflows of resources.

Pensions

In the government-wide statement of net position, liabilities are recognized for the City's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows/inflows of resources and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds of employee contributions are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The deferred outflows of resources reported in the City's statement of net position represent changes in actuarial assumptions, the net difference between projected and actual earnings on Health Insurance Subsidy Program investments, changes in the proportion and differences between the City's contributions and proportionate share of contributions, and the City's contributions subsequent to the measurement date, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. These amounts will be recognized as increases in pension expense in future years.

In addition to liabilities, the statement of financial position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The deferred inflows of resources reported in the City's statement of net position represent the difference between expected and actual economic experience, the net difference between projected and actual earnings on Florida Retirement System Pension investments, and changes in the proportion and differences between the City's contributions and proportionate share of contributions relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. These amounts will be recognized as reductions in pension expense in future years.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 1 - Summary of Significant Accounting Policies (continued)

Interfund Transactions

Interfund transactions are reflected as loans, services provided, reimbursements or transfers. Loans are reported as receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefitting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide presentation where applicable.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 - Cash and Pooled Cash, Cash Equivalents, and Investments

The City maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is displayed on the combined balance sheet as "Cash and Investments" under each fund's caption.

Cash and Investments include amounts in demand deposits (including sweep account features), United States Treasury Notes, bank certificates of deposit, repurchase agreements and deposits with the State Board of Administration of Florida's Prime Fund.

Fiscal management policies designed to comply with Florida statutes authorize the government to invest in:

- A. The Florida Prime Fund (SBA) and the Florida Municipal Investment Trust.
- B. Negotiable direct obligations or obligations where the principal and interest are unconditionally guaranteed by the United States Government.
- C. Non-negotiable interest-bearing time certificates of deposit or savings accounts in banks and savings associations under the laws of this state and/or in national banks or savings associations organized under the law of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security of Public Deposits Act Chapter 280, Florida Statutes, and provided that the bank or savings association is not listed with any recognized credit watch information service.
- D. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States agencies provided such obligations are backed by the full faith and credit of the United States Government.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 2 - Cash and Pooled Cash, Cash Equivalents, and Investments (continued)

E. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States Government agencies (Federal Instrumentalities), which are non-full faith and credit agencies limited to the following:

- Federal Farm Credit Bank (FFCB)
- Federal Home Loan Bank or its district banks (FHLB)
- Federal National Mortgage Association (FNMA)-FNMA guaranteed pass-through obligations
- Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates
- Student Loan Marketing Association (Sallie-Mae)
- Tennessee Valley Authority (TVA)

F. Repurchase agreements comprised of only those investments as authorized in Section B, C and D above.

All demand deposits and certificates of deposit are covered by FDIC insurance and collateral pledged with the State Treasurer by the applicable banks. This is done in compliance with Section 280, Florida Statutes, which provides that in the event of a default by any such bank or savings and loan association, all participating banks and savings and loan associations throughout the State would be obligated to reimburse the government for any loss. Funds on deposit in repurchase agreements and the Florida Local Government Investment Pool (Florida Prime) are not covered by FDIC insurance or Florida Section 280.

Pooled Cash and Investments consist of the following amounts and maturities as of September 30, 2023:

The Florida Prime is rated by Standard and Poors as AAAM. The weighted average days to maturity of the Florida Prime as of September 30, 2023, was 60 days.

Deposit/Investment Type	Fair Value	Investment Maturity (in years)	
		Less than 1 year	5+ Years
Florida Prime	\$ 28,637,303	\$ 28,637,303	\$ -
Florida Prime 2	8,638,270	8,638,270	
FL SAFE	26,122,003	26,122,003	
Bank Demand Deposit Account	1,777,510	1,777,510	-
	<u>\$ 65,175,086</u>	<u>\$ 65,175,086</u>	<u>\$ -</u>

The Florida Local Government Investment Trust is maintained in the short-term bond fund, which had a rating of AAAs and a weighted duration to maturity of 1.76 years as of September 30, 2023.

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2023

Note 2 - Cash and Pooled Cash, Cash Equivalents, and Investments (continued)

Interest Rate Risk

As a means of limiting its exposure to interest rate risk, the City diversifies its investments by security type and institution and limits holdings in any type of investment with any one issuer. The City coordinates its investment maturities to closely match cash flow needs and has generally restricted the maximum investment term to less than five years from the purchase date.

Equity in pooled cash and investments by fund are:

Fund	Deposit Type	Amount
General Fund	Unrestricted	\$ 14,058,618
Special Revenue Fund	Unrestricted	16,923,937
CRA Fund	Unrestricted	1,169,650
Impact Fee Fund	Unrestricted	8,225,269
Proprietary Funds	Unrestricted	14,875,179
Proprietary Funds	Restricted	11,697,984
Total Pooled Cash and Investments		<u>\$ 66,950,637</u>

Note 3 - Receivables

The receivables and related allowances for uncollectibles at September 30, 2023 were as follows:

	Receivables	Allowance for Uncollectibles	Net
General Fund	\$ 407,703	\$ -	\$ 407,703
Special Revenue Fund	-	-	-
Impact Fee Fund	-	-	-
Enterprise Funds	1,784,767	(76,000)	1,708,767
Total	<u>\$ 2,192,470</u>	<u>\$ (76,000)</u>	<u>\$ 2,116,470</u>

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 4 - Capital Assets

Governmental activities' capital asset activity for the fiscal year ending September 30, 2023, was as follows:

	Beginning Balance 10/1/2022	Additions/ Transfers In	Deletions/ Transfers Out	Reclassifying Asset Adjustments	Ending Balance 9/30/2023
Governmental Activities					
Non-Depreciable Assets					
Land and Improvements	\$ 3,881,843	\$ 14,662	\$ -	\$ -	\$ 3,896,505
Depreciable Assets					
Buildings and Improvements	22,038,634	183,634	-	-	22,222,268
Improvements Other than Buildings	7,140,981	231,472	-	-	7,372,453
Equipment	8,451,490	788,545	593,927	-	8,646,108
Infrastructure	23,332,696	4,781,247	-	-	28,113,943
Subscription Assets	-	2,372,357	-	-	2,372,357
Construction in Progress	1,514,485	2,131,797	2,666,299	-	979,983
Total at Historical Cost	66,360,129	10,503,714	3,260,226	-	73,603,617
Less Accumulated Depreciation for					
Land and Land Improvements	-	-	-	-	-
Buildings and Improvements	5,279,026	763,935	-	-	6,042,961
Improvements Other than Buildings	3,847,073	280,963	-	-	4,128,036
Equipment	5,132,067	470,996	559,617	-	5,043,446
Subscription Asset	-	219,565	-	-	219,565
Infrastructure	12,815,213	615,900	-	-	13,431,113
Total Accumulated Depreciation	27,073,379	2,351,359	559,617	-	28,865,121
Capital Assets, Net	\$ 39,286,750	\$ 8,152,356	\$ 2,700,609	\$ -	\$ 44,738,497

On September 27, 2020, the City entered into an interlocal agreement with Pasco County for the assumption of the City's fire suppression and first responder responsibilities for the benefit of the City's residents. Upon the commencement of the agreement, the City shall transfer to the County the fire station properties, vehicles and fire equipment with the agreement that the County will reimburse the City the assessed market value for the assets to be paid in the form of credits against future payments for services.

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2023

Note 4 - Capital Assets (continued)

Depreciation was charged to the governmental activities as follows:

General Government	
Administration	\$ 281,542
Other General Government	14,751
Total General Government	<u>296,293</u>
Public Safety	
Fire Department	-
Police Department	392,358
Protective Inspection	16,756
Total Public Safety	<u>409,114</u>
Public Works	
Streets	916,178
Equipment Maintenance	17,212
Parks and Facility Management	402,003
Total Public Works	<u>1,335,393</u>
Culture and Recreation	
Library	90,994
Total Culture and Recreation	<u>90,994</u>
Total	<u>\$ 2,131,794</u>

Business-Type activities' capital asset activity for the fiscal year ending September 30, 2023, was as follows:

	Beginning Balance 10/1/2022	Additions/ Transfers In	Deletions/ Transfers Out	Reclassifying Asset Adjustments	Ending Balance 9/30/2023
Business-Type Activities:					
Non-Depreciable Assets					
Land and Improvements	\$ 2,864,000	\$ -	\$ -	\$ -	\$ 2,864,000
Depreciable Assets					
Buildings and Improvements	31,857,765	11,155,734	-	-	43,013,499
Equipment	7,224,667	819,941	507,838	-	7,536,770
Infrastructure	85,298,514	7,274,894	201,481	-	92,371,927
Construction in Progress	11,137,904	3,999,680	11,079,421	-	4,058,163
Total at Historical Cost	<u>138,382,850</u>	<u>23,250,249</u>	<u>11,788,740</u>	<u>-</u>	<u>149,844,359</u>
Less Accumulated Depreciation for					
Buildings and Improvements and					
Infrastructure	54,080,903	4,400,543	210,229	-	58,271,217
Equipment	2,912,384	571,050	280,593	-	3,202,841
Total Accumulated Depreciation	<u>56,993,287</u>	<u>4,971,593</u>	<u>490,822</u>	<u>-</u>	<u>61,474,058</u>
Capital Assets, Net	<u>\$ 81,389,563</u>	<u>\$ 18,278,656</u>	<u>\$ 11,297,918</u>	<u>\$ -</u>	<u>\$ 88,370,301</u>

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 5 - Leases

The City is a lessor for noncancellable leases of buildings, parking spaces and land. The City recognizes a lease receivable and a deferred inflow of resources for these leases in the financial statements. At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Lease payments to be received under reasonably certain extension options are also included in the measurement of the lease receivable. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as lease revenue over the term of the lease. Key estimates and judgments related to leases include how the City determines the discount rate it uses to discount the expected lease receipts to present value, the lease term, and the lease receipts.

The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable are comprised of fixed payments to be received under the lease. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended. The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

The City is the lessor on 14 noncancelable airport related leases:

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>
Kern's Family Construction	February 11, 2019	February 10, 2049
Sunpath - Elite Rigging	April 15, 1997	April 14, 2047
TKM Aviation	June 13, 2016	June 12, 2046
Blue Sky Air Services LLC	September 1, 2010	August 31, 2040
Hawk Aviation	October 1, 2018	September 30, 2038
B & H Construction of Florida	September 1, 2005	September 25, 2035
Dan Evans	January 1, 2004	January 31, 2033
Z-Hills Under Par Inc	May 1, 2022	April 30, 2032
Sky Dive City	October 25, 2010	October 24, 2030
Posada Aviation LLC	February 15, 2000	February 14, 2030
Elite Enterprises of Florida Inc	July 1, 1998	June 30, 2028
Tampa Bay Soaring	August 1, 2017	July 31, 2027
Evolution Aircraft, Inc	April 1, 2016	March 31, 2026
Zephyr Aircraft Engines	August 10, 2015	August 10, 2025

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 5 - Leases (continued)

The City recorded an initial lease receivable of \$2,145,109 with additions of \$21,290 and deletions of \$194,629 during Fiscal Year 2023. The ending lease receivable balance was \$1,971,771. Future payments were discounted using an interest rate of 1.04%. The expected principal and interest payments to maturity are summarized in the table below.

	Principal and Interest Expected to Maturity		
	Business-Type Activities		
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2024	\$ 177,589	\$ 19,064	\$ 196,654
2025	186,418	17,206	203,623
2026	147,145	15,526	162,671
2027	137,621	14,123	151,744
2028	131,400	12,784	144,184
2028 - 2033	539,290	46,110	585,400
2033 - 2038	468,019	21,751	489,770
2038 - 2049	186,149	8,424	194,573
TOTAL	1,973,631	154,988	2,128,619
Less (PV discount)			(156,848)
Lease Receivable			\$ 1,971,771

Note 6 - Subscription Liabilities

As of October 1, 2022, the City of Zephyrhills implemented the requirements of GASB Statement No. 96, Subscription Based Information Technology Arrangements (SBITA). The primary objective of this statement is to enhance the relevance and consistency of information about government's subscription activities. This statement establishes a single model for subscription accounting based on the principle that subscriptions are financings of the right to use an underlying asset.

At the commencement of a SBITA, the City initially measures the subscription liability amount by the present value of subscription payments expected to be made during the subscription term with future payments discounted by the interest rate of the SBITA (If the interest rate is not defined by the SBITA vendor, the City uses its own incremental borrowing rate). The liability is reduced as payments are made. The subscription asset is measured as the sum of the initial subscription liability amount, payments made prior to the commencement of the subscription term, and capitalizable implementation costs, less any incentives received from the vendor at or before the commencement of the subscription term. The amortization of the asset is recognized as an outflow of resources over the subscription term.

The subscription term includes the noncancellable period of the subscription. In determining the subscription term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the agreement term if it is reasonably certain that the subscription will to be extended. The City monitors changes in circumstances that would require a remeasurement of its Subscription-based Information Technology Arrangements and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2023

Note 6 - Subscription Liabilities (continued)

The expected principal and interest payments to maturity are summarized in the table below.

	Principal and Interest Expected to Maturity		
	Governmental Activities		
Fiscal Year	Principal Payments	Interest Payments	Total Payments
2024	\$ 560,883	\$ 3,041	\$ 563,924
2025	224,061	1,243	225,304
2026	224,243	1,061	225,304
2027	224,427	877	225,304
2028	174,130	735	174,864
2028 - 2033	872,837	1,484	874,322
TOTAL	2,280,581	8,441	2,289,022
Less (PV discount)			(84,820)
Lease Receivable			\$ 2,204,202

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 7 - Long-Term Debt

Long-term debt activity for the fiscal year ending September 30, 2023 is as follows:

	Beginning Balance 10/1/2022	Increases	Decreases	Ending Balance 9/30/2023	Amounts Due Within One Year
Governmental Activities					
Notes and Leases Payable					
Bond Payable, JP Morgan Chase Bank, N.A. (City Hall Project)	\$ 5,716,531	\$ -	\$ 461,597	\$ 5,254,934	\$ 472,417
Total Notes and Leases Payable	5,716,531	-	461,597	5,254,934	472,417
Other Liabilities					
Net OPEB Obligations	14,924,231	1,466,540	513,080	15,877,691	-
Compensated Absences	1,256,384	516,696	387,549	1,385,531	425,950
Total Long-term Liabilities					
Governmental Activities	<u>\$ 21,897,146</u>	<u>\$ 1,983,236</u>	<u>\$ 1,362,226</u>	<u>\$ 22,518,156</u>	<u>\$ 898,367</u>

City of Zephyrhills, FL has an Infrastructure Sales Surtax Revenue Bond (Series 217 Bond) obligation to JP Morgan Chase Bank, N.A. (City Hall Project) bearing interest at 2.344%. The Bond is payable in one principal payment per year and two interest payments per year, with total annual payments of \$595,592. Interest is payable on April 1 and October 1 each year. Closing date of the Series 217 Bond was October 25, 2017. The Bond is payable from Non-Ad Valorem revenues which must be budgeted and appropriated each year. The full faith and credit of the City is not pledged to the payment of the Bond. The Bond cannot be prepaid prior to October 25, 2022.

Principal and interest payments for the years following September 30, 2023, are as follows:

	<u>Principal</u>	<u>Interest</u>
2024	472,417	117,639
2025	483,490	106,436
2026	494,823	94,970
2027	506,422	83,235
2028 to 2033	<u>3,297,782</u>	<u>237,122</u>
Total	<u>\$ 5,254,934</u>	<u>\$ 639,402</u>

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 7 - Long-Term Debt (continued)

	Beginning Balance 10/01/22	Increases	Decreases	Ending Balance 09/30/23	Amounts Due Within One Year
Business-Type Activities					
Bonds Payable, BB&T Series	\$ 2,810,750	\$ -	\$ 679,796	\$ 2,130,954	\$ 737,915
Total Bond Payable	2,810,750	-	679,796	2,130,954	737,915
EPA Loan to Utility Fund (SRF)	11,635,067	746,423	1,215,934	11,165,556	1,184,708
Total Bonds and Notes Payable	14,445,817	746,423	1,895,730	13,296,510	1,922,623
Other Liabilities					
Compensated Absences	616,533	172,432	149,714	639,251	102,280
Total Long-Term Business-Type Activities	<u>\$ 15,062,350</u>	<u>\$ 918,855</u>	<u>\$ 2,045,444</u>	<u>\$ 13,935,761</u>	<u>\$ 2,024,903</u>

Clean Water State Revolving Fund Loan Agreement

In connection with necessary expansion of the wastewater treatment plant, the City approved funding of said improvement by use of a loan from the state revolving loan fund and EPA. The total commitment available to the City is \$19,749,018, including construction period capitalized interest.

The loan provides for interest at the rate of 2.12% and requires semi-annual payments of \$1,159,261. The construction was substantially completed as of September 30, 2008, and the plant is in operation.

In the year ending September 30, 2021 the City received an additional loan for waste water treatment plant improvements for an amount of \$6,188,840 of which they took disbursements in the amount of \$5,135,947 in prior years and \$746,423 in the current year. The loan provides for 0% interest and requires semi-annual payments of \$157,815.

All Utility Fund revenues, including connection fees, have been pledged as collateral for the loans.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 7 - Long-Term Debt (continued)

The following repayment schedule is based on funds draw down as of September 30, 2023.

Year	Principal	Interest Rate	Interest Amount	Total EPA Loan Service Requirement
2024	1,395,635	0% - 2.12%	110,826	1,506,461
2025	1,417,987	0% - 2.12%	87,243	1,505,230
2026	1,440,815	0% - 2.12%	63,158	1,503,973
2027	1,464,130	0% - 2.12%	38,559	1,502,689
2028	1,487,939	0% - 2.12%	13,435	1,501,374
2029	346,856	0.00%	-	346,856
2030	346,856	0.00%	-	346,856
2031	346,856	0.00%	-	346,856
2032	346,856	0.00%	-	346,856
2033	346,856	0.00%	-	346,856
2034	346,856	0.00%	-	346,856
2035	346,856	0.00%	-	346,856
2036	346,856	0.00%	-	346,856
2037	346,856	0.00%	-	346,856
2038	346,856	0.00%	-	346,856
2039-2046	490,490	0.00%	-	490,490
	<u>\$ 11,165,556</u>		<u>\$ 313,221</u>	<u>\$ 11,478,777</u>

The City of Zephyrhills borrowed money from the US Department of Environmental Protection Agency. The loans were passed through the Florida Department of Environmental Protection, Clean Water State Revolving Fund. The funds were also associated with the American Recovery and Reinvestment Act. The proceeds were used to upgrade and expand the existing Wastewater Treatment Plant.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 7 - Long-Term Debt (continued)

During fiscal year 2016, the City issued \$6,591,078, for long-term financing of equipment upgrades and related costs for the Utility and Sanitation funds. The debt is in the form of a lease-purchase agreement and is reported as Bonds Payable, BB&T Series Equipment Finance lease. The following is a schedule of maturities under this agreement:

Year	Principal	Interest Rate	Interest Amount	Total BB&T Loan Service Requirement
2024	694,834	2.20%	43,081	737,915
2025	710,205	2.20%	27,710	737,915
2026	725,915	2.20%	11,995	737,910
	<u>\$ 2,130,954</u>		<u>\$ 82,786</u>	<u>\$ 2,213,740</u>

Total Annual Business Activities Debt Service Requirements - excluding compensated absences:

Year	Principal	Interest	Total
2024	2,090,469	153,907	2,244,376
2025	2,128,192	114,953	2,243,145
2026	2,166,730	75,153	2,241,883
2027	1,464,130	38,559	1,502,689
2028	1,487,939	13,435	1,501,374
2028-2039	3,959,050	-	3,959,050
	<u>\$ 13,296,510</u>	<u>\$ 396,007</u>	<u>\$ 13,692,517</u>

The City is in compliance with all significant debt requirements.

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension

Florida Retirement System (FRS)

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the City are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' Web site (www.dms.myflorida.com).

The City's pension expense totaled \$2,965,480 for both the FRS Pension Plan and HIS Plan for the year ended September 30, 2023.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension (continued)

Florida Retirement System Pension Plan

The Florida Retirement System Pension Plan (FRS Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- *Regular Class* - Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class (SMSC)* - Members in senior management level positions.
- *Special Risk Class* - Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to 4 years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension (continued)

Benefits Provided

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the 5 highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service:	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement up to age 63 or up to 31 years of service	1.63
Retirement up to age 64 or up to 32 years of service	1.65
Retirement up to age 65 or up to 33 years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement up to age 66 or up to 34 years of service	1.63
Retirement up to age 67 or up to 35 years of service	1.65
Retirement up to age 68 or up to 36 years of service	1.68
Elected County Officers	3.00
Senior Management Service Class	2.00
Special Risk Regular	
Service from December 1, 1970, through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension (continued)

Contributions

The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3% employee contributions on a pretax basis. The contribution rates attributable to the City, effective July 1, 2023, were applied to employee salaries as follows: Regular—12.33%, Senior Management 41.89%, and DROP participants 19.13%. The City's contributions to the FRS Plan were \$1,324,090 for year ended September 30, 2023.

Pension Costs

At September 30, 2023, the City reported a liability of \$10,864,118 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The City's proportion of the net pension liability was based on the City's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2022, through June 30, 2023, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2023, the City's proportion was 0.027264736%, which was a decrease of 0.000179560% from its proportion measured as of June 30, 2022.

For the year ended September 30, 2023, the City recognized pension expense of (\$1,728,577). In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 1,020,048	\$ -
Changes in Actuarial Assumptions	708,214	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	453,716	-
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	139,118	1,746,556
City Contributions Subsequent to the Measurement Date	343,104	-
Total	<u>\$ 2,664,200</u>	<u>\$ 1,746,556</u>

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension (continued)

The \$2,664,200 reported as deferred outflows of resources related to pensions resulting from City contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ended September 30,	Amount
2024	(272,108)
2025	(672,595)
2026	1,350,065
2027	117,765
2028	51,413
Thereafter	-

Actuarial Assumptions

The total pension liability in the June 30, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

FRS Actuarial Assumptions

Inflation	2.40 % per year
Salary Increases	3.25%, Average, Including Inflation
Investment Rate of Return	6.70%, Net of Pension Plan Investment Expense, Including Inflation

Mortality rates were based on the PUB-2010 table which varies by member category and sex, projected generationally with Projection Scale MP-2018. The actuarial assumptions used in the June 30, 2023, valuation were based on the results of an actuarial experience study for the period July 1, 2013, through June 30, 2018.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension (continued)

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation, as outlined in the FRS Plan's investment policy, and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.00%	2.60%	2.60%	1.10%
Fixed Income	19.80%	4.40%	4.40%	3.20%
Global Equity	54.00%	8.80%	7.30%	17.80%
Real Estate (Property)	10.30%	7.40%	6.30%	15.70%
Private Equity	11.10%	12.00%	8.90%	26.30%
Strategic Investments	3.80%	6.20%	5.90%	7.80%
Totals	<u>100.00%</u>			
Assumed Inflation - Mean			2.40%	1.30%

(1) As outlined in the Pension Plan's investment policy.

Discount Rate

The discount rate used to measure the total pension liability was 6.70% for the FRS Plan. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation of the total pension liability is equal to the long-term expected rate of return.

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension (continued)

Pension Liability Sensitivity

The following presents the City's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease Discount Rate	Current Discount Rate	1% Increase in Discount Rate
FRS Plan Discount Rate	5.70%	6.70%	7.70%
Council's Proportionate Share of the FRS Plan Net Pension Liability (Asset)	\$ 18,558,154	\$ 10,864,118	\$ 4,427,167

Pension Plan Fiduciary Net Position

Detailed information about the FRS Plan's fiduciary's net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at <http://www.dms.myflorida.com>.

Health Insurance Subsidy Program (HIS)

The Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended June 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2023, the contribution rate was 1.67 percent of payroll pursuant to Section 112.363, Florida Statutes. The City contributed 100 percent of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The City's contributions to the HIS Plan were \$129,192 for the year ended September 30, 2023.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension (continued)

Pension Costs

At September 30, 2023, the City reported a liability of \$3,361,565 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The City's proportion of the net pension liability was based on the City's contributions received during the measurement period for employer payroll paid dates from July 1, 2022, through June 30, 2023, relative to the total employer contributions received from all participating employers. At June 30, 2023, the City's proportion was 0.021166765%, which was a decrease of 0.000014842% from its proportion measured as of June 30, 2022.

For the year ended September 30, 2023, the City recognized pension expense of \$1,236,903 for its proportionate share of HIS's pension expense. In addition, the City reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 49,211	\$ 7,890
Changes in Actuarial Assumptions	88,375	291,291
Net Difference Between Projected and Actual Earnings on HIS Program Investments	1,736	-
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	50,090	249,374
City Contributions Subsequent to the Measurement Date	38,076	-
Total	<u>\$ 227,488</u>	<u>\$ 548,555</u>

The \$227,488 reported as deferred outflows of resources related to pensions resulting from City contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ended September 30,	Amount
2024	\$ (72,792)
2025	(76,502)
2026	(83,576)
2027	(88,401)
2028	(35,677)
Thereafter	(2,195)

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension (continued)

Actuarial Assumptions

The total pension liability in the June 30, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

HIS Actuarial Assumptions

Inflation	2.40 % per year
Salary Increases	3.25%, Average, Including Inflation
Municipal Bond Rate	3.54%

Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2018. The actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study of the FRS Pension Plan for the period July 1, 2013, through June 30, 2018.

Discount Rate

The discount rate used to measure the total pension liability was 3.54% for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Pension Liability Sensitivity

The following presents the City's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease Discount Rate	Current Discount Rate	1% Increase in Discount Rate
HIS Plan Discount Rate	2.65%	3.65%	4.65%
Council's Proportionate Share of the HIS Plan Net Pension Liability	\$ 3,835,021	\$ 3,361,565	\$ 2,969,101

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 8 - Employee Retirement Systems and Pension (continued)

Pension Plan Fiduciary Net Position

Detailed information about the HIS Plan's fiduciary's net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at <http://www.dms.myflorida.com>.

Note 9 - Deferred Compensation Plan

The City has created a deferred compensation plan which is available to all employees in accordance with Internal Revenue Code 457. The plan is administered by independent plan administrators through applicable service agreements. Various options are available for all City employees.

Certain provisions of the Small Business Job Protection Act of 1996 affect Internal Revenue Code Section 457 plans by eliminating the requirement that Section 457 plan assets remain assets of the sponsoring government. The Act now requires that amounts deferred under Section 457 be held in trust for the exclusive benefit of participating employees and not be accessible by the government or its creditors.

Note 10 - Other Post-Employment Benefits

Effective for the fiscal year ended September 30, 2018, the City implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, which supersedes previous accounting and financial reporting guidance for certain postemployment healthcare and life insurance benefits provided by the City.

The City provides, through annual City Council appropriation, health insurance for approximately thirty-four retired employees and their families. The postemployment benefits are accounted for in the general fund on a "pay-as-you-go" basis. The cost for the year ended September 30, 2023, was \$1,013,933. In addition, the City provides health insurance coverage to terminated employees in accordance with the COBRA law. These benefits are provided at no cost to the City, since former employees reimburse the City.

Based on GASB Statement 75, which sets forth the guidelines for the treatment of Other Post-Employment Benefits (OPEB), the City has had an actuarial calculation completed to determine the future funding requirements of these benefits. The actuary's 2022 valuation (calculated as of September 30, 2022) involves estimates of the value of reported amounts and assumptions about the probability of events far into the future. These assumptions include future employment, mortality, future payroll and health care cost trends. The calculation used the entry age normal cost method including normal pension-related actuarial assumptions, health care inflation for Pre-Medicare cost of 7.0% and a Post-Medicare cost of 6.0%, plus a salary increase assumption of 3.5% and inflation rate assumption of 2.5%. The calculation amortizes the Unfunded Actuarial Accrued Liability (UAAL) over 30 years.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 10 - Other Post-Employment Benefits (continued)

The City of Zephyrhills contributes up to 50% of the active health insurance premium for retirees with at least 10 years of service, and who were participating in the City's group insurance plan at the time of retirement. Pursuant to Section 112.0801, Florida Statutes, the City is required to permit participation in the health insurance program by retirees and their eligible dependents, at a cost to the retirees that is no greater than the cost at which coverage is available for active employees. The City currently has no plans to fund the Unfunded Actuarial Accrued Liability (UAAL).

OPEB Plan participants must reimburse the City for the City's average blended cost. Contributions requirements of the City are established and may be amended through action of the Council. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

At September 30, 2023, the following employees were covered by the benefit terms:

Retirees and Beneficiaries Currently Receiving Benefits	34
Active Employees	156
	<u>190</u>

Total OPEB Liability and Changes in Total OPEB Liability

The measurement date for the City's total OPEB liability was September 30, 2023. The measurement period for OPEB cost was October 1, 2021 to September 30, 2022. The components of the City's net OPEB liability are as follows:

Total OPEB Liability	\$	15,877,691
OPEB Plan Fiduciary Net Position		-
City's Net OPEB Liability	\$	15,877,691
OPEB Plan Fiduciary Net Position as a Percentage of Total OPEB Liability		0%

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2023

Note 10 - Other Post-Employment Benefits (continued)

The components of the changes in the total OPEB liability are as follows:

<u>Total OPEB Liability</u>	<u>Fiscal Year 2023</u>
Service Cost	\$ 839,269
Interest	627,271
Difference between Expected and Actual Experience	-
Change of Assumptions and Other Inputs	(193,573)
Benefit Payments	(319,507)
Net Change in Total OPEB Liability	953,460
Total OPEB Liability, Beginning	14,924,231
Total OPEB Liability, Ending	<u>\$ 15,877,691</u>

Schedule of Deferred Inflows/Outflows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ -	\$ (10,326,220)
Changes of assumptions/inputs	9,604,145	(5,239,113)
Net difference between projected and actual investments	-	-
Total	<u>\$ 9,604,145</u>	<u>\$ (15,565,333)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources:

<u>Year Ended September 30,</u>	<u>Amount</u>
2024	\$ (452,607)
2025	(452,607)
2026	(452,607)
2027	(452,607)
2028	(452,607)
Thereafter	(3,698,154)

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 10 - Other Post-Employment Benefits (continued)

Actuarial Assumptions and OPEB liability Sensitivity to Healthcare Trend Rate

The total OPEB liability reported at September 30, 2023 was based on an actuarial valuation dated September 30, 2022, using the following actuarial assumptions:

Inflation	2.5% per annum
Discount Rate	2.15% per annum
Salary Increases	3.5% per annum
Mortality Rates	PUB-2010, using Scale MP-2021
Healthcare Trend Rate	Trend starting at 7.0% with .5% decrease per year to final rate of 4.0%

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1% lower or 1% higher than the current rate:

	1% Decrease	Current trend Rate	1% Increase
Total OPEB Liability	\$13,502,000	\$15,878,000	\$19,088,000

Discount Rate and OPEB Liability Sensitivity to Discount Rate

The discount rate used to measure the total OPEB liability reported as of September 30, 2023 was 2.15%.

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

	1% Decrease	Current trend Rate	1% Increase
	3.09%	4.09%	5.09%
Total OPEB Liability	\$18,995,000	\$15,878,000	\$13,432,000

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2023

Note 11 - Risk Management

The City is exposed to various risks of losses related to torts, theft or damage to and destruction of assets, errors and omissions, injuries to workers, and natural disasters. The City has chosen to manage these risks through purchases of commercial insurance and participation in the Public Risk Management (PRM) pool. The pool is a protected self-insurance program which has both specific excess insurance for large losses and aggregate excess insurance or stop loss insurance in the event the loss fund is used up because of frequency of losses.

The City has maintained levels of insurance coverage during the current year.

Note 12 - Contingencies

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally, the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time; however, the government expects such amounts, if any, to be immaterial.

The government is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the government attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the government.

Note 13 - Subsequent Events

Subsequent events have been evaluated through April 16, 2024, the date the financial statements were available to be issued.

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2023

Resources (Inflows)	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Taxes				
Ad Valorem	\$ 6,591,549	\$ 6,591,549	\$ 6,383,017	\$ (208,532)
Communication Services	730,000	730,000	867,746	137,746
Utility Taxes	2,197,700	2,197,700	2,475,237	277,537
Business Tax	92,000	92,000	96,350	4,350
Total Taxes	9,611,249	9,611,249	9,822,350	211,101
Licenses and Permits				
Franchise Fees	1,796,000	1,796,000	1,879,886	83,886
Building Permits	700,000	700,000	2,061,811	1,361,811
Other	32,300	32,300	53,182	20,882
Total Licenses and Permits	2,528,300	2,528,300	3,994,879	1,466,579
Intergovernmental				
State Revenue Sharing	604,856	604,856	714,010	109,154
Mobile Home License	134,000	134,000	134,835	835
Half-Cent Sales Tax	1,333,136	1,333,136	1,535,072	201,936
Alcoholic Beverage License	17,000	17,000	16,998	(2)
Firefighter Supplement	-	-	-	-
School District Reimbursement for School Resource Officer	-	-	-	-
Federal FEMA Reimbursement	-	-	-	-
State FEMA Reimbursement	-	-	-	-
Federal Grants	-	-	-	-
State Grants	-	-	-	-
Total Intergovernmental	2,088,992	2,088,992	2,400,915	311,923

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2023

Resources (Inflows) (continued)	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final	Budgetary Basis	
Charges for Services				
Building Administrative	10,000	10,000	16,229	6,229
Code Enforcement	10,000	10,000	5,794	(4,206)
Library	2,000	2,000	776	(1,224)
Other	45,300	45,300	54,073	8,773
Payments in Lieu of Taxes	-	-	-	-
Administrative Fees	33,500	33,500	125,524	92,024
Proprietary Fund Reimbursed	1,550,514	1,550,514	1,550,514	-
Total Charges for Services	1,651,314	1,651,314	1,752,910	101,596
Fines and Forfeits				
Court Fees	66,000	66,000	48,954	(17,046)
Violations of Local Ordinances	20,000	20,000	136,200	116,200
Police Education	4,000	4,000	2,712	(1,288)
Confiscated Property	-	-	25	25
Total Fines and Forfeits	90,000	90,000	187,891	97,891
Miscellaneous				
Investment Income	80,000	80,000	583,547	503,547
Cemetery Sales	25,000	25,000	43,400	18,400
Surplus Property Sold	11,000	11,000	75,147	64,147
Contributions	-	-	6,577	6,577
Rents	-	-	25,970	25,970
FDOT Street Lighting	43,935	43,935	43,935	-
Other	45,016	45,016	181,451	136,435
Total Miscellaneous	204,951	204,951	960,027	755,076
Other Financing Sources				
City Hall Bond Issue	-	-	-	-
Operating Transfers	-	-	-	-
Total Other	-	-	-	-
Amounts Available for Appropriation	\$ 16,174,806	\$ 16,174,806	\$ 19,118,972	\$ 2,944,166

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2023

Charges to Appropriations Outflows	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
General Government				
City Council				
Personnel Services	\$ 118,968	\$ 118,968	\$ 126,366	\$ (7,398)
Operating	16,700	16,700	18,727	(2,027)
Other Services and Charges	-	-	-	-
Contributions	74,000	74,000	30,300	43,700
City Council Total	209,668	209,668	175,393	34,275
Administration				
Personnel Services	558,386	558,386	490,900	67,486
Operating	447,050	447,050	378,937	68,113
Contributions	-	-	-	-
Capital Outlay	-	-	-	-
Contingencies	293,702	293,702	-	293,702
Administration Total	1,299,138	1,299,138	869,837	429,301
Human Resources				
Personnel Services	643,615	643,615	480,850	162,765
Operating	494,274	494,274	464,543	29,731
Capital Outlay	-	-	-	-
Human Resources Total	1,137,889	1,137,889	945,393	192,496
Finance				
Personnel Services	418,100	418,100	421,526	(3,426)
Operating	89,660	89,660	90,652	(992)
Capital Outlay	-	-	-	-
Finance Total	507,760	507,760	512,178	(4,418)
Information Technology				
Personnel Services	305,075	305,075	309,488	(4,413)
Operating	482,828	482,828	441,057	41,771
Capital Outlay	-	-	-	-
Information Technology Total	787,903	787,903	750,545	37,358
Economic Development				
Operating	55,000	55,000	50,000	5,000
Grants	-	-	-	-
Economic Development Total	55,000	55,000	50,000	5,000
Planning				
Personnel Services	417,697	417,697	376,994	40,703
Operating	126,275	126,275	151,239	(24,964)
Contributions	100,000	100,000	7,000	93,000
Planning Total	643,972	643,972	535,233	108,739
Total General Government	4,641,330	4,641,330	3,838,579	802,751

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2023

Charges to Appropriations Outflows (continued)	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Public Safety				
Police Dispatch				
Personnel Services	692,565	692,565	674,845	17,720
Other Services and Charges	3,200	3,200	3,200	-
Capital Outlay	163,825	163,825	-	163,825
Police Dispatch Total	<u>859,590</u>	<u>859,590</u>	<u>678,045</u>	<u>181,545</u>
Police Department				
Personnel Services	4,413,865	4,413,865	4,188,414	225,451
Operating	781,400	781,400	694,575	86,825
Other Services and Charges	-	-	-	-
Capital Outlay	40,000	40,000	167,241	(127,241)
Police Department Total	<u>5,235,265</u>	<u>5,235,265</u>	<u>5,050,230</u>	<u>185,035</u>
Fire Department				
Personnel Services	-	-	-	-
Operating	814,747	814,747	765,690	49,057
Capital Outlay	-	-	-	-
Other Services and Charges	-	-	-	-
Fire Department Total	<u>814,747</u>	<u>814,747</u>	<u>765,690</u>	<u>49,057</u>
Protective Inspections				
Personnel Services	737,625	737,625	724,489	13,136
Operating	165,900	165,900	501,116	(335,216)
Capital Outlay	65,000	65,000	63,055	1,945
Protective Inspections Total	<u>968,525</u>	<u>968,525</u>	<u>1,288,660</u>	<u>(320,135)</u>
Public Safety Total	<u>7,878,127</u>	<u>7,878,127</u>	<u>7,782,625</u>	<u>95,502</u>

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2023

Charges to Appropriations Outflows (continued)	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Public Works				
Stormwater Management				
Operating	52,000	52,000	20,601	31,399
Capital Outlay	50,000	50,000	-	50,000
Stormwater Management Total	102,000	102,000	20,601	81,399
Public Works Administration Road and Street Facilities				
Personnel Services	797,364	797,364	660,736	136,628
Operating	423,000	423,000	357,496	65,504
Capital Outlay	25,000	25,000	23,116	1,884
Street Facilities Total	1,245,364	1,245,364	1,041,348	204,016
Equipment Maintenance				
Personnel Services	340,024	340,024	331,757	8,267
Operating	62,325	62,325	47,804	14,521
Capital Outlay	75,500	75,500	-	75,500
Equipment Maintenance Total	477,849	477,849	379,561	98,288
Parks and Facility Management				
Personnel Services	871,008	871,008	819,964	51,044
Operating	337,500	337,500	287,213	50,287
Other Services and Charges	-	-	-	-
Capital Outlay	318,000	318,000	8,138	309,862
Parks and Facility Management Total	1,526,508	1,526,508	1,115,315	411,193
Public Works Total	3,351,721	3,351,721	2,556,825	794,896

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2023

Charges to Appropriations Outflows (continued)	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Library				
Personnel Services	344,338	344,338	268,643	75,695
Operating	88,625	88,625	74,735	13,890
Capital Outlay	36,000	36,000	31,270	4,730
Budget Reserves	32,316	32,316	-	32,316
Library Total	501,279	501,279	374,648	126,631
Transfers				
Transfers to other Funds	18,740	18,740	18,740	-
Total Transfers	18,740	18,740	18,740	-
Total Charges to Appropriations	16,391,197	16,391,197	14,571,417	1,819,780
Excess (Deficiency) of Resources and Fund Transfers Over Charges to Appropriations	(216,391)	(216,391)	4,547,555	4,763,946
Fund Balance - Beginning of Year	216,391	216,391	9,247,935	9,031,544
Fund Balance - End of Year	\$ -	\$ -	\$ 13,795,490	\$ 13,795,490

Explanation of Differences Between Budgetary Inflows and Outflows and GAAP Revenues and Expenditures Sources/Inflows of Resources

Actual amounts (budgetary basis) "available for appropriation" from the Budgetary comparison schedule. \$ 19,118,972

Differences - budget to GAAP:

Transfers from other funds are inflows of budgetary resources but are not revenues for financial reporting purposes. -

Total Revenues as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds. \$ 19,118,972

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2023

Actual amounts (budgetary basis) of charges to appropriations from the budgetary comparison schedule	\$ 14,571,417
Differences - budget to GAAP:	
Transfers from other funds are inflows of budgetary resources but are not revenues for financial reporting purposes.	<u>18,740</u>
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balances - General Fund	<u>\$ 14,552,677</u>

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - Special Revenue Fund For the Year Ended September 30, 2023

Resources (Inflows)	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget Positive (Negative)
Intergovernmental				
Motor Fuel Taxes	\$ 531,271	\$ 531,271	\$ 523,934	\$ (7,337)
Local Option Sales Tax	3,000,000	3,000,000	3,519,013	519,013
8th Cent Motor Fuel Tax	170,601	170,601	212,851	42,250
State Grants	19,465,000	19,465,000	257,697	(19,207,303)
Gas Tax Refund	25,000	25,000	20,409	(4,591)
Total Intergovernmental	23,191,872	23,191,872	4,533,904	(18,657,968)
Miscellaneous				
Investment Income	96,000	96,000	741,788	645,788
Donations	-	-	-	-
Total Miscellaneous	96,000	96,000	741,788	645,788
Amount Available for Appropriation	23,287,872	23,287,872	5,275,692	(18,012,180)
Charges to Appropriations (Outflows)				
Expenditures				
Debt Service	590,180	590,180	590,153	27
Professional Services	-	-	6,993	(6,993)
Contractual Services	-	-	619,436	(619,436)
Capital Outlay	19,368,322	19,368,322	2,256,098	17,112,224
Transfers to Other Funds	13,100,000	13,100,000	-	13,100,000
Contingency	341,135	341,135	-	341,135
Reserves	-	-	-	-
Total Expenditures	33,399,637	33,399,637	3,472,680	29,926,957
Excess (Deficiency) of Resources over Charges to Appropriations	(10,111,765)	(10,111,765)	1,803,012	11,914,777
Fund Balance at Beginning of Year	10,111,765	10,111,765	15,490,553	5,378,788
Fund Balance at End of Year	\$ -	\$ -	\$ 17,293,565	\$ 17,293,565

Explanation of Differences Between Budgetary Outflows and GAAP Expenditures

Uses/Outflows of Resources

Actual amounts (budgetary basis) "total charges to appropriations" from the budgetary comparison schedule

\$ 3,472,680

Differences - budget to GAAP:

Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes.

-

Total expenditures as reported on the statement of revenue, expenditures and change in fund balances - Special Revenue Fund

\$ 3,472,680

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - CRA Fund For the Year Ended September 30, 2023

Resources (Inflows)	Budgeted Amount		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget Positive (Negative)
Taxes				
Ad Valorem City	\$ 328,685	\$ 328,685	\$ 328,685	\$ -
Ad Valorem County	393,781	393,781	405,314	11,533
Total Taxes	722,466	722,466	733,999	11,533
Miscellaneous				
Interest Income	1,000	1,000	123,964	122,964
Total Miscellaneous	1,000	1,000	123,964	122,964
Amount Available for Appropriation	723,466	723,466	857,963	134,497
Charges to Appropriations (Outflows)				
Expenditures - Other Economic Environment				
Personnel Services	121,899	121,899	124,192	(2,293)
Professional Services	102,096	102,096	31,798	70,298
Contractual Services	55,807	55,807	20,690	35,117
Promotional Activities	5,000	5,000	3,028	1,972
Supplies	2,550	2,550	3,545	(995)
Telephone and Communications	3,200	3,200	3,267	(67)
Training and Dues	4,000	4,000	1,273	2,727
Incentives	100,000	100,000	25,000	75,000
Building Facade Grants	50,000	50,000	19,000	31,000
Miscellaneous	6,219	6,219	5,371	848
Transfers to Other Fund	-	-	-	-
Contingency and Reserves	-	-	-	-
Total General Government	450,771	450,771	237,164	213,607
Expenditures - Debt Service				
Debt Principal and Interest	-	-	-	-
Total Debt Service	-	-	-	-
Expenditures - Capital Outlay	930,000	930,000	184,778	745,222
Total Charges to Appropriations (Outflows)	1,380,771	1,380,771	421,942	958,829
Excess (Deficiency) of Resources over Charges to Appropriations	(657,305)	(657,305)	436,021	1,093,326
Fund Balance at Beginning of Year	657,305	657,305	706,968	49,663
Fund Balance at End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,142,989</u>	<u>\$ 1,142,989</u>

Explanation of Differences Between Budgetary Outflows and GAAP Expenditures:

Uses/ Outflows of Resources:

Actual amounts (budgetary basis) "total charges to appropriations" from the budgetary comparison schedule

\$ 421,942

Differences - budget to GAAP:

Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes.

-

Total expenditures as reported on the statement of revenue, expenditures and change in fund balances - Community Reinvestment Area Fund

\$ 421,942

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - Impact Fee Fund For the Year Ended September 30, 2023

	Budgeted Amount		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget Positive (Negative)
Resources (Inflows)				
Impact Fees				
Transportation Impact Fees	\$ 600,000	\$ 600,000	\$ 3,718,078	\$ 3,118,078
Police Impact Fees	80,000	80,000	278,352	198,352
Fire Impact Fees	-	-	-	-
Park and Cultural Impact Fees	60,000	60,000	684,809	624,809
Total Impact Fees	<u>740,000</u>	<u>740,000</u>	<u>4,681,239</u>	<u>3,941,239</u>
Miscellaneous				
State Contribution Pretty Pond	-	-	-	-
Interest Income	7,400	7,400	347,207	339,807
Total Miscellaneous	<u>7,400</u>	<u>7,400</u>	<u>347,207</u>	<u>339,807</u>
Amount Available for Appropriation	747,400	747,400	5,028,446	4,281,046
Charges to Appropriations (Outflows)				
Expenditures - Public Works Roads and Streets				
Capital Outlay	1,200,000	1,200,000	2,628,710	(1,428,710)
Transfer to Other Fund	-	-	-	-
Contingency	778,720	778,720	-	778,720
Public Works Total	<u>1,978,720</u>	<u>1,978,720</u>	<u>2,628,710</u>	<u>(649,990)</u>
Expenditures - Public Safety				
Capital Outlay	367,497	367,497	93,468	274,029
Contractual Services	-	-	534,368	(534,368)
Transfer to Other Fund	-	-	-	-
Contingency	-	-	-	-
Total Public Safety	<u>367,497</u>	<u>367,497</u>	<u>627,836</u>	<u>(260,339)</u>
Expenditures - Parks and Recreation				
Capital Outlay	691,190	691,190	-	691,190
Transfer to Other Fund	-	-	-	-
Contingency	-	-	-	-
Total Parks and Recreation	<u>691,190</u>	<u>691,190</u>	<u>-</u>	<u>691,190</u>
Total Charges to Appropriations	3,037,407	3,037,407	3,256,546	(219,139)
Excess (Deficiency) of Resources over Charges to Appropriations	(2,290,007)	(2,290,007)	1,771,900	(4,061,907)
Fund Balance at Beginning of Year	2,290,007	2,290,007	5,906,444	(3,616,437)
Fund Balance at End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,678,344</u>	<u>\$ (7,678,344)</u>
Explanation of Differences Between Budgetary Outflows and GAAP Expenditures:				
Uses/ Outflows of Resources:				
Actual amounts (budgetary basis) "total charges to appropriations" from the budgetary comparison schedule				\$ 3,256,546
Differences - budget to GAAP:				
Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes.				-
Total expenditures as reported on the statement of revenue, expenditures and change in fund balances - Impact Fee Fund				<u>\$ 3,256,546</u>

City of Zephyrhills, Florida

Required Supplementary Information Schedule of Proportionate Share of the Net Pension Liability For the Year Ended September 30, 2023

Florida Retirement System Pension Plan	2023	2022	2021	2020	2019	2018	2017	2016	2015
City's Proportion of the Net Pension Liability	0.000272647%	0.000270852%	0.000295446%	0.037913305%	0.036896700%	0.038666806%	0.037380409%	0.002149501%	0.030772788%
City's Proportionate Share of the Net Pension Liability	\$ 10,864,118	\$ 10,077,862	\$ 2,231,758	\$ 16,432,185	\$ 12,706,073	\$ 11,646,642	\$ 11,056,874	\$ 8,749,305	\$ 3,974,718
City's Covered-Employee Payroll	\$ 8,411,232	\$ 7,715,111	\$ 7,819,873	\$ 8,554,108	\$ 7,115,483	\$ 7,200,895	\$ 6,827,988	\$ 6,128,532	\$ 5,705,626
City's Proportionate Share of the Net Pension Liability (Asset) as a									
Percentage of its Covered-Employee Payroll	129.16%	130.62%	28.54%	192.10%	178.57%	161.74%	161.93%	142.76%	69.66%
Plan Fiduciary Net Position as a Percentage of the total Pension Liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%

Note: The amounts presented for each fiscal year were determined as of June 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

Retiree Health Insurance Subsidy Program	2023	2022	2021	2020	2019	2018	2017	2016	2015
City's Proportion of the Net Pension Liability	0.021166800%	0.021151900%	0.002208870%	0.024758627%	0.024150400%	0.024733200%	2.382665900%	0.003005484%	0.021462044%
City's Proportionate Share of the Net Pension Liability	\$ 3,361,565	\$ 2,240,327	\$ 2,709,511	\$ 3,022,988	\$ 2,702,188	\$ 2,617,787	\$ 2,547,656	\$ 2,585,031	\$ 2,188,791
City's Covered-Employee Payroll	\$ 8,411,232	\$ 7,715,111	\$ 7,819,873	\$ 8,772,802	\$ 8,117,769	\$ 8,081,312	\$ 7,613,600	\$ 6,847,236	\$ 6,511,208
City's Proportionate Share of the Net Pension Liability (Asset) as a									
Percentage of its Covered-Employee Payroll	39.97%	29.04%	34.65%	35.34%	33.29%	32.39%	33.46%	37.75%	33.62%
Plan Fiduciary Net Position as Percentage of the total Pension Liability	4.12%	4.81%	3.56%	3.00%	1.70%	2.15%	1.64%	0.97%	0.50%

Note: The amounts presented for each year were determined as of June 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information only for those years for which information is available.

City of Zephyrhills, Florida

Required Supplementary Information Schedule of Contributions For the Year Ended September 30, 2023

Florida Retirement System Pension Plan

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	\$ 1,324,090	\$ 1,187,158	\$ 1,069,002	\$ 1,292,889	\$ 1,161,824	\$ 1,134,207	\$ 982,209	\$ 921,616	\$ 773,394
Contributions in Relation to the Contractually Required Contribution	(1,324,090)	(1,187,158)	(1,069,002)	(1,292,889)	(1,161,824)	(1,134,207)	(982,209)	(921,616)	(773,394)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's Covered-Employee Payroll	\$ 8,239,630	\$ 7,786,372	\$ 7,463,820	\$ 8,554,108	\$ 7,085,667	\$ 7,167,015	\$ 6,951,887	\$ 6,573,547	\$ 5,812,778
Contributions as a Percentage of Covered-Employee Payroll	16.07%	15.25%	14.32%	15.11%	16.40%	15.83%	14.13%	14.02%	13.31%

Note: The amounts presented for each fiscal year were determined as of September 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

Retiree Health Insurance Subsidy Program

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	\$ 142,862	\$ 129,192	\$ 123,905	\$ 145,634	\$ 134,842	\$ 134,178	\$ 128,676	\$ 121,021	\$ 89,615
Contributions in Relation to the Contractually Required Contribution	(142,862)	(129,192)	(123,905)	(145,634)	(134,842)	(134,178)	(128,676)	(121,021)	(89,615)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's Covered-Employee Payroll	\$ 8,239,630	\$ 7,786,372	\$ 7,463,820	\$ 8,772,802	\$ 8,124,755	\$ 8,084,233	\$ 7,768,892	\$ 7,288,794	\$ 6,623,826
Contributions as a Percentage of Covered-Employee Payroll	1.73%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.35%

Note: The amounts presented for each fiscal year were determined as of September 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

City of Zephyrhills, Florida

Required Supplementary Information Schedule of Changes in Total OPEB Liability For the Year Ended September 30, 2023

Total OPEB Liability	2023	2022	2021	2020	2019	2018
Service Cost	\$ 839,269	\$ 1,147,261	\$ 632,622	\$ 618,943	\$ 579,239	\$ 681,663
Interest	627,271	455,863	424,569	941,132	677,932	615,978
Difference between Expected and Actual Experience	-	(1,730,611)	-	(12,440,057)	-	-
Change of Assumptions and Other Inputs	(193,573)	(4,858,527)	740,402	8,211,226	5,288,121	(1,710,646)
Benefit Payments	(319,507)	(290,815)	(350,365)	(309,960)	(444,917)	(484,424)
Net Change in Total OPEB Liability	953,460	(5,276,829)	1,447,228	(2,978,716)	6,100,375	(897,429)
Total OPEB Liability, Beginning	14,924,231	20,201,060	18,753,832	21,732,548	15,632,173	16,529,602
Total OPEB Liability, Ending	<u>\$ 15,877,691</u>	<u>\$ 14,924,231</u>	<u>\$ 20,201,060</u>	<u>\$ 18,753,832</u>	<u>\$ 21,732,548</u>	<u>\$ 15,632,173</u>
Covered-Employee Payroll	\$ 8,029,000	\$ 7,757,191	\$ 9,956,000	\$ 9,618,959	\$ 7,005,364	\$ 6,768,468
Total OPEB liability as a percentage of covered employee payroll	198%	192%	203%	195%	310%	231%

Note: The amounts presented for each fiscal year were determined as of September 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
Utility Fund Schedule of Operating Income (Loss)
For the Years Ended September 30, 2023 and 2022

	2023	2022
Revenues		
Installation Fees	\$ 912,813	\$ 351,942
Water and Sewer Service	13,056,930	12,328,674
Miscellaneous Revenues	89,298	87,378
Total Revenues	14,059,041	12,767,994
Operating Expenses		
Administration		
Salaries	281,202	262,752
Employee Benefits	356,063	134,729
Professional Services	1,032,286	1,131,854
Education, Travel and Dues	6,674	6,694
Telephone	2,186	2,915
Office Supplies and Expenses	1,802	741
Operating Supplies	13	406
Property and Casualty Insurance	28,132	
Leases and Rents	2,522	2,469
Vehicle and Equipment Repair	392	211
Gas and Oil	230	499
Other	116,481	729
Depreciation	2,568	13,517
Administration Allocation from General Fund	1,203,481	1,372,755
Administration Allocation from Airport Fund	234,850	-
Other Expense Transfer to General Fund	-	-
Payment in Lieu of Taxes to General Fund	-	-
Total Expenses - Administration	3,268,882	2,930,271

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
Utility Fund Schedule of Operating Income (Loss) (continued)
For the Years Ended September 30, 2023 and 2022

	2023	2022
Operating Expenses (continued)		
Water Department		
Salaries	472,353	447,829
Overtime	34,045	28,984
Employee Benefits	333,558	269,593
Professional Services	131,236	96,556
Water Tank Maintenance	25,075	25,075
Property Tax	172	129
Education, Travel and Dues	13,049	15,416
Telephone	18,726	16,130
Electric	157,431	132,816
Other Utility Charges	171	171
Leases and Rentals	517	353
Repairs and Maintenance - Building	4,123	3,514
Repairs and Maintenance - Equipment	51,320	26,674
Repairs and Maintenance - Vehicles	17,624	15,439
Small Tools	7,811	7,301
Operating Supplies	32,009	31,697
Property and Casualty Insurance	36,878	-
Office Supplies and Postage	3,158	2,707
Uniforms	3,006	1,559
Chemicals and Chlorine Gas	25,204	17,650
Laboratory Analysis	25,634	4,233
Gas and Oil	49,498	48,200
Depreciation	1,359,191	1,687,287
Other	-	-
Total Expenses - Water Department	2,801,789	2,879,313

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
Utility Fund Schedule of Operating Income (Loss) (continued)
For the Years Ended September 30, 2023 and 2022

	2023	2022
Operating Expenses (Continued)		
Sewer Department		
Salaries	512,273	505,894
Overtime	55,270	49,084
Employee Benefits	271,633	214,048
Professional Services	170,089	12,619
Education, Travel and Dues	12,524	7,624
Telephone	12,718	12,011
Contract Hauling	126,578	91,397
Electric	463,911	420,163
Other Utility Charges	34,057	17,753
Repairs and Maintenance - Building	14,979	14,317
Repairs and Maintenance - Equipment	111,062	71,183
Repairs and Maintenance - Vehicles	24,754	20,194
Repairs and Maintenance - Infrastructure	44,630	41,030
Small Tools	9,036	5,292
Operating Supplies	30,426	27,768
Office Supplies and Postage	424	539
Property and Casualty Insurance	244,781	-
Uniforms	3,629	2,154
Chemicals and Chlorine Gas	210,877	154,579
Laboratory Analysis	26,230	20,648
Gas and Oil	44,348	43,676
Depreciation	2,247,794	2,237,712
Other	746	817
Total Expenses - Sewer Department	4,672,769	3,970,502
Total Operating Expenses	10,743,440	9,780,086
Total Operating Income (Loss)	\$ 3,315,601	\$ 2,987,908

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
Sanitation Fund Schedule of Operating Income (Loss)
For the Years Ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Revenues		
Service	\$ 2,314,292	\$ 2,035,436
Miscellaneous Revenues	<u>28,817</u>	<u>27,654</u>
Total Operating Revenues	<u>2,343,109</u>	<u>2,063,090</u>
Operating Expenses		
Salaries	440,774	444,965
Overtime	30,027	30,272
Employee Benefits	260,753	297,821
Education, Travel and Dues	1,863	1,329
Telephone	3,083	2,594
Landfill Fees	24,279	25,265
Repairs and Maintenance - Vehicles	219,276	168,539
Repairs and Maintenance - Equipment	6,662	18,783
Property and Casualty Insurance	77,128	-
Dumpsters and Recycle Bins	-	24,573
Operating Supplies	42,250	31,063
Gas and Oil	178,598	174,691
Depreciation	279,408	286,684
Professional Services	20,025	16,188
Tools, Small Equipment	2,894	3,479
Uniforms	4,672	3,008
Other	985	4,968
Administrative Expense Allocation from General Fund	327,033	400,000
Administrative Expense Allocation from Airport Fund	31,440	31,440
Payment in Lieu of Taxes to General Fund	<u>-</u>	<u>-</u>
Total Operating Expenses	<u>1,951,150</u>	<u>1,965,662</u>
Total Operating Income (Loss)	<u>\$ 391,959</u>	<u>\$ 97,428</u>

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
 Airport Fund Schedule of Operating Income (Loss)
 For the Years Ended September 30, 2023 and 2022

	2023	2022
Revenues		
Rental Income	\$ 273,981	\$ 272,323
Tie-Downs	11,374	10,221
Fuel and Oil Sales	1,012,044	885,172
Hangar Rental	458,405	469,207
Fuel Flowage Fees	3,976	4,448
Miscellaneous	29,483	34,521
Charges to Other Funds	285,030	50,180
Total Operating Revenues	2,074,293	1,726,072
Operating Expenses		
Salaries	332,142	280,599
Overtime	8,749	8,257
Employee Benefits	245,666	199,456
Professional Services	9,854	6,608
Administration Allocation from General Fund	20,000	20,000
Credit Card Processing	49,341	41,573
Advertising	349	366
Education, Travel and Dues	440	550
Telephone	3,349	4,757
Electricity	34,077	26,471
Water and Sewer	6,214	6,082
Refuse Disposal	657	523
Repairs and Maintenance - Vehicles	6,007	2,971
Repairs and Maintenance - Building	1,499	6,974
Repairs and Maintenance - Equipment	16,906	17,115
Repairs and Maintenance - Infrastructure	27,586	19,775
Gas and Oil for Resale	855,029	773,659
Vehicle Expense Gas and Oil	16,813	18,756
Operating Supplies	8,202	4,798
Office Supplies	584	438
Other Expenses	20,320	29,089
Property and Casualty Insurance	87,976	-
Depreciation	1,083,190	927,810
Total Operating Expenses	2,834,950	2,396,627
Total Operating Income (Loss)	\$ (760,657)	\$ (670,555)

City of Zephyrhills, Florida

Other Reports and Schedules of Independent Auditors Schedule of Expenditures of Federal Awards and State Assistance For the Year Ended September 30, 2023

	Federal Assistance Listing No./ State CSFA No.	Contract Number	Expenditures
Federal			
Federal Aviation Administration Taxiway A Rehabilitation Project (Construction Only)	FALN 20.106	3-12-0089-023-2021	2,169,948 *
Federal Aviation Administration CARES Act	FALN 20.106	3-12-0089-024-2022	59,000
		Sub Total: FALN 20.106:	2,228,948
Florida Department of Emergency Management Coronavirus State and Local Fiscal Recovery Funds	FALN 21.027	Y5328	57,570
	Total Federal Expenditures:		\$ 2,286,518
State of Florida			
Florida Department of Environmental Protection Kossick & Fort King Water/Sewer Main Extension	CSFA 37.039	LPA0407	176,869
Florida Department of Environmental Protection South 301 Water/Wastewater Redevelopment	CSFA 37.039	LPQ0029	111,933
Florida Department of Environmental Protection Southwest Florida Water Management District Pasco Reclaimed Interconnect	CSFA 37.039	Q274	122,268
		Sub Total: CSFA 37.039	411,070
Florida Department of Environmental Protection Advanced Wastewater Treatment Reclaimed Water	CSFA 37.077	SRL WW510531	20,606
Florida Department of Environmental Protection Reclaimed Water Line Extension to Zephyr Lakes Estates	CSFA 37.077	SRL WW510550	118,285
		Sub Total: CSFA 37.077	138,891
Florida Department of Economic Opportunity Sarah Vande Berg Tennis Center Phase II	CSFA 40.038	HL135	95,238
Florida Dept. of Transportation-Joint Participation Zephyrhills Municipal Airport Runway 1-19 Extension	CSFA 55.004	443359-1-94-01 GOZ22	862,153
Florida Dept.of Transportation-Joint Participation Zephyrhills Municipal Airport Itinerant Apron	CSFA 55.004	449182-1-94-01 G1Z05	2,029,956
Florida Dept. of Transportation-Joint Participation Zephyrhills Municipal Airport Airport Security Vehicles	CSFA 55.004	449182-1-94-01 2D58	32,812
		Sub Total: CSFA 55.004	2,924,922 *
Florida Department of Transportation South Avenue Extension National Guard Entrance Road	CSFA 55.039	G2I51	63,645
	Total State of Florida Expenditures:		\$ 3,633,765
	Total Federal & State Expenditures:		\$ 5,920,283

* Audited as major program

The accompanying notes are an integral part of this schedule

City of Zephyrhills, Florida

Other Reports and Schedules of Independent Auditors Notes to the Schedule of Expenditures of Federal Awards and State Assistance For the Year Ended September 30, 2023

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal and state awards (the "Schedule") includes the federal and state grant activity of the City of Zephyrhills, Florida, under programs of the federal and state governments for the year ended September 30, 2023. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. code of *Federal Regulations* part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *Rules of the Auditor General* of the State of Florida. Because the Schedule presents only a selected portion of the operations of the City of Zephyrhills, it is not intended to and does not present the financial position, changes in net assets or cash flows of the City of Zephyrhills.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. There were no amounts passed through to other entities during the year.

Note 3 - Indirect Cost Rate

The City of Zephyrhills has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters
Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

Honorable Mayor, City Council,
and City Manager
City of Zephyrhills, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United, the financial statements of the governmental activities, the business-type activities, and each major fund of the City of Zephyrhills, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Zephyrhills basic financial statements, and have issued our report thereon dated April 16, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Zephyrhills, Florida's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Zephyrhills, Florida's, financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of the Report

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "DGPerry". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

DGPerry
Zephyrhills, Florida
April 16, 2024

Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control Over Compliance Required by Uniform Guidance and Chapter 10.650 Rules of the Auditor General

Honorable Mayor, City Council,
and City Manager
City of Zephyrhills, Florida

Report on Compliance for Each Major Federal and State Program

Opinion on Each Major Federal and State Program

We have audited City of Zephyrhills' (the City), compliance with the types of compliance requirements described to audit in the OMB *Compliance Supplement* and the requirements described in the *Department of Financial Services' State Projects Compliance Supplement*, that could have a direct and material effect on each of the City's major federal programs and state projects for the year ended September 30, 2023. The City's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Zephyrhills, Florida complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and Chapter 10.650, *Rules of the Auditor General*. Our responsibilities under those standards and Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Zephyrhills, Florida and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City of Zephyrhills, Florida's federal programs and state projects.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Zephyrhills, Florida's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists.

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Zephyrhills' Florida's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Zephyrhills, Florida's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



DGPerry
Zephyrhills, Florida
April 16, 2024

City of Zephyrhills, Florida

Other Reports and Schedules of Independent Auditors Schedule of Findings and Questioned Costs For the Year Ended September 30, 2023

Section I - Summary of Auditors' Results

Financial Statements

Type of Auditors' Report Issued:	Unqualified
Internal Control over financial reporting:	No
- Material Weakness(es) identified?	No
- Significant Weakness(es) identified?	No
Noncompliance material to financial statements noted?	No

Federal Programs and State Program Awards

Internal Control over major programs:	
- Material Weakness(es) identified?	No
- Significant Weakness(es) identified?	No
Type of auditors' report issued on compliance for major federal programs and state projects:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of <i>Uniform Guidance and Chapter 10.656 Rules Of the Auditor General</i>	No

City of Zephyrhills, Florida

Other Reports and Schedules of Independent Auditors Schedule of Findings and Questioned Costs For the Year Ended September 30, 2023

Section I - Summary of Auditors' Results (continued)

Identification of Major Programs

Federal:

<u>CFDA Number</u>	<u>Name of Federal Projects</u>
20.106	Federal Aviation Administration Taxiway A Rehab Project

Dollar threshold used to distinguish
between type A and type B programs
for federal programs:

\$750,000

State:

<u>CSFA Number</u>	<u>Name of State Projects</u>
55.004	Florida Department of Transportation Runway 1-19 Expansion, Fuel Farm Design, Rotating Airfield Beacon

Dollar threshold used to distinguish
between type A and type B programs
for state programs:

\$750,000

Auditee qualified as a low risk auditee?

No

Section II - Financial Statement Findings

None

Section III - Federal and State Awards Findings and Questioned Costs

None

Section IV - Schedule of Prior Year Findings Federal and State Projects

There were no prior audit findings related to Federal or State projects in the prior year.

**Independent Accountants' Report on Compliance
With Section 218.415, Florida Statutes**

Honorable Mayor, City Council,
and City Manager
City of Zephyrhills, Florida

We have examined the City of Zephyrhills, Florida's (the City) compliance with Section 218.415, Florida Statutes concerning the investment of public funds during the year ended September 30, 2023. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City's complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City's complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the requirements contained in Section 218.415, Florida Statutes during the year ended September 30, 2023.

The purpose of this report is solely to comply with Chapter 10.550, Rules of the Florida Auditor General. Accordingly, this report is not suitable for any other purpose



DGPerry
Zephyrhills, Florida
April 16, 2024

Management Letter

Honorable Mayor, City Council,
and City Manager
City of Zephyrhills, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Zephyrhills, Florida, as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated April 16, 2024.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Uniform Guidance and Chapter 10.650 Rules of the Auditor General, *Audits of States, Local Governments, and Non-Profit Organizations*; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated April 16, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1, Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report. There were no such findings or recommendations made in the preceding report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City of Zephyrhills, Florida, was incorporated pursuant to Florida Legislature Spec. Acts 1925, Chap. 11327, Sec. 1, as amended by Spec. Acts 1927, Chap. 13564, Sec. 1. The City of Zephyrhills has no component units. The City operates under a Council-Manager form of government.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the City of Zephyrhills has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the City of Zephyrhills did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1) (i) 5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City of Zephyrhills financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1) (i) 2. Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Annual Financial Report

Sections 10.554(1) (i) 5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the City of Zephyrhills for the fiscal year ended September 30, 2023, filed with the Florida Department of Financial Services pursuant to Section 218.32(1) (a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2023. In connection with our audit, we determined that these two reports were in agreement.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Council Members, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



DGPerry
Zephyrhills, Florida
April 16, 2024

BUSINESS ITEMS/FINANCE DIRECTOR'S REPORT 3.2

Request for Additional Positions for Utility Billing

Issue:

Request approval of additional Utility Billing positions.

Background:

The City Council authorized the move from out-sourcing utility billing with MuniBilling (\$60,000 a month) to taking billing in-house with Tyler Technology (\$40,000 a year), plus additional staff.

To summarize our conversion efforts:

1. We are 3 months ahead of schedule with a target go-live of June 17, 2024.
2. The total conversion project cost from Tyler has been reduced \$30,000 from \$198,000 to \$168,000, as the city staff has managed a lot of the data migration.

The 2024 budget allowed for the reclassification of one position as we did not anticipate making the transition until October 2024. We ask the City Council to authorize two additional positions – one additional Customer Service Representative and a Utility Billing Specialist. There will be no additional funds needed this fiscal year as we have not filled the fifth position until now.

Attachment(s):

None

Fiscal Impact:

	FY 2023	Original FY 2024	Amended FY 2024	Projected FY 2025
Accountant	1	0		
Utility Billing Supervisor			1	1
Senior SCR	1	2	1	1
Utility Billing Specialist			1	1
Customer Service Reps	3	3	4	4
	<u>5</u>	<u>5</u>	<u>7</u>	<u>7</u>
Salaries	124,059	181,165	181,165	254,000
Retirement	14,889	24,422	24,422	28,470
Medical	31,324	50,682	50,682	75,000
Subtotal	<u>170,272</u>	<u>256,269</u>	<u>256,269</u>	<u>357,470</u>

Next year we will have an additional \$100,000 of salaries and benefits. However, we will no longer be paying Munibilling \$720,000 a year.

Staff Recommendation:

Approve the additional positions for Fiscal year 2024

CITY MANAGER'S REPORT 4.1

CPH Consulting, LLC Professional Services Agreement No. 37-24-05 for Engineering, Design and Construction of City Complex

Issue:

Award Agreement No. 37-24-05 to CPH Consulting, LLC for architectural and engineering services of the city yard complex.

Background:

The existing city yard facilities were constructed in 1984 - the facilities are antiquated, thus needing more space and modernization.

On April 8, 2024, City Council held a special meeting to consider proposals and rank each firm for the design of the city yard complex. Council approved staff to negotiate with CPH for a formal agreement. Staff met with representatives from CPH and finalized the attached agreement.

The agreement provides for space programming, as-built field verification, design, regular meetings with the CMAR, and construction site observations during construction.

100% plans and permits are expected to be completed in January 2025.

Attachment(s):

1. Agreement with CPH Consulting LLC for City Complex Design
2. ZEPHYRHILLS CPH A_E WORK ORDER_Final-CPH Signed
3. Zephyrhills Schedule

Fiscal Impact:

\$2,000,000 of funding was approved in the FY24 budget. The total cost of the agreement is \$1,950,832. These fees are split 60/30/10 between Public Works, Utilities, and Sanitation.

Staff Recommendation:

Staff recommends approval of Agreement No. 37-24-05 with CPH Consulting, LLC.

**PROFESSIONAL SERVICES CONTRACT
ARCHITECTURAL/ENGINEERING-DESIGN & CONSTRUCTION SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT – ARCHITECTURAL/ENGINEERING-DESIGN & CONSTRUCTION SERVICES (the "Contract"), made this ____ day of May 2024, between CITY OF ZEPHYRHILLS a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as "CITY" or "Owner"), and CPH Consulting, LLC, a Delaware limited liability company authorized to do business in the State of Florida, having its office at 5601 Mariner Street, Suite 105, Tampa, Florida 33609 (hereinafter referred to as "Consultant").

WHEREAS, CITY desires to obtain services as stated in the Request for Qualifications #2024-001 incorporated herein by reference from Consultant for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-Architectural/Engineering-Design & Construction Services Projects") and issued RFQ# 2024-001 to find qualified professionals to fulfill the need for these services. Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the total construction cost of each individual project shall not exceed \$2,000,000.00; and the cost for studies shall not exceed \$200,000.00. Although the primary professional service sought by the contract is for architectural services, this Contract may cover other professional services if Consultant possesses the professional licensing and registration to legally perform these services. Further, Consultant may hire others who are properly licensed to perform professional services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting: renew this Contract at the end of the Term for an additional renewal term of two (2) three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Consultant for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Consultant is available to provide professional services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of the Consultants Competitive Negotiations Act in the selection of Consultant and negotiations for this Contract; and

NOW, THEREFORE, CITY and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Qualification and Response.** Request for Qualifications (RFQ) 2024-001 is incorporated into this Contract by reference. Consultant's response to the RFQ is attached hereto and incorporated herein as

Exhibit A. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this Contract, second looking to the Consultants response and third looking to the RFQ.

3. **Scope of Services.**

- (a) Consultant agrees to furnish and perform professional services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with generally accepted professional standards to achieve a total consultant cost to CITY which does not exceed the Project Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Consultant under this Contract, to the satisfaction of CITY, shall be identified in Task Assignment. Consultant agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates for Basic and Additional Services is found in Exhibit B - Hourly Rate Schedule. No Additional Services shall be furnished by Consultant unless specifically requested and authorized by CITY.
- (b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.

4. **Project Construction Budget.** Consultant shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Consultant acknowledges that the Project Construction Budget is of the essence of this Contract and Consultant agrees to perform, in accordance with generally accepted professional standards.

- (a) Although CITY looks to Consultant for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Consultant shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.
- (b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects. The total Project Construction Budget consists of site development, building shell and interiors, site improvements, and any items of furniture and equipment that are included in construction of Continuing Service Projects.

5. **Time of Completion.** Consultant shall commence Basic Services upon receipt of

the Notice to Proceed and a purchase order issued by CITY. Consultant shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Consultant shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Consultant, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Consultant, the CITY will not compensate Consultant for the delay caused by Consultant; however, the cost associated with that portion of any such delay not caused by Consultant shall be compensated as an Additional Service.

6. **Fees.** CITY agrees to pay to Consultant for Basic Services, based upon Exhibit B - Hourly Rate Schedule. Consultant will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Consultant under this Contract for said services if the actual cost of construction or work to be designed by Consultant exceeds the proposal or budget.
- (a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.
 - (b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.
 - (c) The responsibility of Consultant for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Consultant agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.
 - (d) Consultant's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B - Hourly Rate Schedule. If any additional services are rendered or furnished by professional consultants engaged by Consultant, and such additional services consist of normal services for which Consultant would be entitled to an additional fee if it had furnished the services, then CITY shall reimburse Consultant for such actual reasonable amounts paid by Consultant to such consultants for such additional services, and Consultant shall not be entitled to any

additional fee or compensation.

- (e) Additional services which require no work on the part of Consultant, other than administering the work of a consultant that is, securing the services, approving the work, and invoicing on behalf of the consultant, the Consultant may request five percent (5%) markup on the consultant's fee to cover its administrative costs.
 - (f) Consultant warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
 - (g) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.
7. **Ownership of Documents.** Consultant shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product").
- (a) Consultant shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Consultant, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Consultant's services, Consultant shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Consultant shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof which if constructed or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Consultant.
 - (b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right

of reproduction, with respect to such work. Consultant shall assign to City, all rights without limitation, including the copyright with respect to such work. The Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

8. **Reuse/Repeated Design.**

- (a) A specific project, as designed by Consultant under this Contract, may be reused or repeated by CITY, at CITY's option or discretion at any time or times, and in connection therewith Consultant agrees to make available to CITY all plans, specifications, designs, drawings, notes, and other documents prepared by Consultant under this Contract. In the event any of Consultant's documents are subsequently used, reused and/or modified in any respect without Consultant's involvement and oversight, the CITY, to the extent permitted by Florida Statute 768.28, and other applicable law, hereby agrees to release, indemnify, and hold Consultant, its officers, employees, and consultants harmless against any claims, loss, or damages arising from the reuse or modification of said documents. Nothing herein shall be deemed a waiver, express or implied of the Client's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute.
- (b) **Future Services.** Upon any reuse, it is anticipated that additional Consulting services will be required, which will include, but not be limited to, site adaptation, redesign necessitated by changes in applicable codes or laws, and services required during the construction document, bidding, and construction phases of such project. CITY agrees that it will attempt, in good faith, to negotiate with Consultant (assuming that Consultant remains in existence as the same entity that has entered into this Contract) for a contract to perform such services. There shall be no obligation on either CITY or Consultant to enter such an agreement for future work in the event of a reuse or repeat, and CITY shall be free, in its sole discretion, to enter an agreement for such work, with another party.

9. **Standard of Care.**

- (a) Consultant shall perform the Services with a standard of care ordinarily exercised by other firms providing similar services in accordance with accepted and sound professional practices, and conforming to applicable laws, codes, and regulations. ("Standard of Care").

10. **Insurance.**

- (a) Consultant shall, through the performance of its services pursuant to this Contract, maintain and provide to CITY within 10 days after the date of this Contract a certificate of insurance proving it has the following described insurance coverages:
1. Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Agreement), for protection from negligent acts, errors, and omissions of Consultant from or in connection with the performance of Consultants services. Consultant must maintain a comprehensive liability policy, including errors and omissions coverage, issued to Consultant as the insured. Said policy shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of Consultant in a minimum amount of \$2,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer, who, in the most current edition of Best's Key Rating Guide has (1) a rating classification of "A-" or higher and (2) a financial size category rating of Class IV or higher. If Consultant maintains "claims-made" policies, Consultant shall obtain and pay for a reporting endorsement or "tail" coverage that shall extend coverage for a period of four (4) years after the termination of this Agreement or any extension thereof.
 2. Commercial general liability insurance (including broad form contractual coverage), with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 per annual aggregate (per policy year) liability for protection from claims for bodily injury (including death) and property damage, which may arise from or in connection with the performance of Consultant's services hereunder or from or out of any act or omission of Consultant, its sub consultants, and their officers, directors, agents, and employees.
 3. Automobile liability insurance with minimum limits of \$2,000,000.00 per accident, bodily injury and property damage.
 4. Workers' compensation insurance as required by applicable Florida law, or employer's liability insurance with respect to any employee not covered by workers' compensation with minimum limits of \$2,000,000.00 per accident.
- (b) All such insurance required in paragraph (a) shall be with companies and on forms acceptable to CITY, shall name CITY, and its agents, employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to

CITY whatsoever.

- (c) Consultant shall indemnify and hold CITY, its employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including reasonable attorneys' fees) to the extent caused by any negligent act or omission of Consultant, its sub consultants. and their officers, directors. agents, or employees, any failure of Consultant to perform its services hereunder in accordance with the "Standard of Care". The provisions of this paragraph shall survive the expiration or termination of this Contract.
- (d) Consultant will provide to CITY, within 10 days after the date of this Contract, a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Consultant will promptly renew, will keep and maintain in full force and effect and will pay all premiums becoming due on said policy of insurance, and without request or demand Consultant will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Consultant for all times subsequent to the date of this Contract.

11. **Representations.** Consultant hereby represents to CITY that:

- (a) It has the experience and skill to perform the services required to be performed by this Contract.
- (b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Consultant to remove, and Consultant shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.
- (c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.
- (d) It shall perform said services in accordance with the "Standard of Care", in an expeditious and economical manner.
- (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

- (f) The designs, plans, drawings, specifications, or other work product of Consultant shall not call for the use of nor infringe any patent trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.

- 12. **Documents and Copies.** Consultant agrees to furnish and provide to CITY for each project, a minimum three (3) copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this Contract, at its own expense. The copies shall be furnished as they are prepared and completed by Consultant, and if CITY requires additional copies, Consultant shall promptly furnish the copies to CITY at a reasonable cost for the reproduction.
- 13. **Expense Records.** Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Consultant agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Consultant, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.
- 14. **Termination, Suspension, Disputes, or Abandonment.** Either party may terminate this Contract for failure of the other party to substantially perform this Contract. CITY shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant.
 - (a) If Continuing Service Projects are abandoned or suspended by CITY, CITY shall pay Consultant all fees which have become due and payable to Consultant for that portion of the work of Consultant completed prior to such abandonment or suspension and CITY shall have no further obligation to Consultant for payment to Consultant of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Consultant, at the option of CITY, shall complete the services of Consultant under this Contract upon resumption by CITY of Continuing Service Projects, and Consultant shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Consultant under this Contract unless and until Consultant has attained and completed that stage of work where the same would be due and payable.

If Continuing Service Projects are resumed by CITY within 365 days after it was abandoned or suspended, the fees and compensation payable by CITY to Consultant for the work of Consultant hereunder subsequent to such resumption shall be the amounts provided in Exhibit B - Hourly Rate Schedule, not previously paid by CITY to Consultant. If Continuing Services Projects are resumed by CITY subsequent to 365 days after its abandonment or suspension, the unpaid balance of the fees and compensation payable by CITY to Consultant pursuant to the provisions of Exhibit B - Hourly Rate Schedule shall be adjusted upward or downward in direct ratio to any increase or decrease in the cost of living in the United States of America, between the date of such abandonment or suspension of Continuing Service Projects and the date of such resumption thereof, as reflected by the Consumer Price Index for all items prepared and kept by the U.S. Department of Labor.

- (b) In the event of any such suspension or termination without cause, CITY shall pay to Consultant only that portion of the fee and compensation hereunder for the Basic Services of Consultant which has become due and payable to Consultant under the provisions of this Contract, and the remainder of Consultant's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by CONSULTANT as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Consultant to the contrary, Consultant shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Consultant shall perform its remaining services in accordance with the terms of this Contract and Consultant shall be entitled to time extension equal to the period of suspension.
- 15. **Assignability.** This Contract is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Consultant, without the prior written consent of CITY which consent CITY may withhold in its sole discretion.
- 16. **Errors and/or Omissions.** Consultant shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) negligent errors and/or omissions made by Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the project's Scope of Services for Consultant, and (2) negligent acts or omissions on the part of Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services for Consultant. It is the intent of the parties hereto that Consultant be held to and accountable for a degree of professionalism that is customarily in the industry and commercially reasonable

and for accuracy in the performance of the services of Consultant under this Agreement. CITY will hold Consultant harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

17. **Subconsultants/Separate Consultants.**

- (a) Any proposed sub consultants shall be submitted to CITY for approval prior to Consultant entering into a subconsultant agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Consultant in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.
- (b) Consultant shall coordinate the services and, work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by Consultant or its subconsultants, and Consultant shall review and approve any designs drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to CITY. Consultant shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications, or other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, or specifications incorporating such corrections or revisions at its sole cost and expense.
- (c) Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward Consultant all the obligations which Consultant by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Contract.
- (d) Consultant shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Consultant shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

18. **Key Employees.** CITY has relied upon and hired Consultant because of the involvement of certain individuals employed by Consultant identified in Exhibit A, and Consultant agrees that the persons (Key Employees) listed in Exhibit A shall be assigned to Continuing Service Projects. Consultant shall not remove any Key Employee from Continuing Service Projects absent prior written consent of CITY for any reason other than termination of employment.

19. **Governing Law.** This Contract shall be construed in accordance with, and be

governed by the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Consultant arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court and they expressly waive the right to a jury trial.

20. **Consultant's Competitive Negotiation Act.**

- (a) If the total fee paid to Consultant exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR, the following provisions of the Consultant's Competitive Negotiation Act, Section 287.055(5)(a), Florida Statutes, shall apply:
 - 1. Consultant shall execute and furnish to CITY a "Truth-in-Negotiation Certificate" (Exhibit F, Attachment 5) stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing each Task Assignment.
 - 2. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.

21. **Entire Agreement.** This Contract, its attachments and the RFQ documents incorporated by reference represents the entire and integrated agreement between CITY and Consultant and supersedes all prior negotiations representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both CITY and Consultant.

22. **Evaluation.** Consultant will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Consultant's past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to Consultant upon request.

23. **PUBLIC RECORDS. IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR**

CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

24. **Limitation of Liability**, CITY understands that for the compensation herein provided, Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, CITY agrees to limit Consultant's liability to CITY arising from Consultant's performance or non-performance, including but not limited to, claims for negligence, negligent misrepresentation, and breach of contract, such that the total aggregate liability of Consultant shall not exceed applicable insurance proceeds or Consultant's total fee for services rendered under this Agreement, whichever is greater.

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

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Kenneth M. Burgess, Jr.
City Council President

CONSULTANT

CPH CONSULTING, LLC

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Lori L. Hillman, City Clerk

Witnesses:

Printed Name: _____

Printed Name: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CPH CONSULTING, LLC.
AND
THE CITY OF ZEPHYRHILLS
FOR
ARCHITECTURAL AND ENGINEERING SERVICES
OF
PUBLIC WORKS CAMPUS RENOVATIONS, EXPANSION, AND BUILDING RELOCATION
IN
ZEPHYRHILLS, FLORIDA**



May 7, 2024

This Agreement is composed of Part I and Part II. Part I includes Project Description, Client Furnished Information, Compensation, and Authorizations. Part II includes Exhibit A-CPH's Standard Provisions to Agreement, Exhibit B-CPH's Hourly Billing Rate table, and other exhibits detailing scope of project and services to be provided. Together, Parts I and II constitute the entire agreement between THE CITY OF ZEPHYRHILLS, herein after called the "CLIENT", and CPH Consulting, LLC, herein after called "CPH".

PART I

PROJECT DESCRIPTION

CLIENT proposes to finalize its master plan and modify its existing public works campus to accommodate anticipated growth. The goal of the project is to upgrade and expand existing facilities at 39421 South Avenue, Zephyrhills, Florida, 33542, while minimizing impacts to current operations. This project will be completed in conjunction with a Construction Manager at Risk (CMAR) Contractor. Utilizing the 2022 program study as a starting point, CPH will conduct a stakeholder workshop and follow up interviews to finalize a phased Master Plan. Once completed, CPH will develop design documents, coordinate with CMAR, and assist with permitting to realize the Master Plan. Construction Services are included in this scope of work.

Basic Services will be provided with standard deliverables at key milestones including: schematic design, design development, contract documents, permitting, and construction administration.

Beyond Basic Services, the following Additional Services are included:

- Civil Engineering
- Surveying
- Subsurface utility locates
- Landscape
- Geotechnical
- Data/Network, security, and AV support
- Site Environmental Assessments for Lead, ACMs, and Phase 1 Report
- Master Planning
- Space Programming
- Interior FFE
- 3D building Scan / Field Verification
- Condition Assessment Report of existing buildings to remain
- 3D Renderings / Walk-throughs
- CMAR Assistance and Support
- Value-engineering Workshops
- Owner Direct Purchasing Support
- Detailed Cost Estimates (at 30% and 60%)

Proposed meetings and Site Visits include the following:

- Kick-off Meeting and Site Walk-through (in-person, 2 hr, Project Manager, Arch, Mech, Elect, Civil)
- Workshops (in-person, 2 hour)
 - Master Plan Workshop (Principal in Charge, Project Manager, Arch, Civil)
 - Space Programming Workshop (Project Manager, Arch, Interiors)
 - VE Workshop 1 with CMAR (Project Manager, Arch, Mech, Elect, Structural, Civil)
 - Schematic Design / Identify Direct Purchase Items and Early Work Packages Workshop (Principal in Charge, Project Manager, Arch, Interiors, Mech, Elect, Civil)
 - Design Development / Construction Sequencing (Principal in Charge, Project Manager, Arch, Interiors, Mech, Elect, Civil)
 - VE Workshop 2 with CMAR (Project Manager, Arch, Mech, Elect, Structural, Civil)
 - Construction Document Workshop (Project Manager, Arch, Mech, Elect, Structural, Civil)
- Stakeholder Interviews and Operations Observation (in-person, 6 hours, Project Manager, Arch, Interiors)
- As-built Field Verification / 3D Scan (in person, 6 hours, 2 Arch, Mech, Elect, Structural)
- Monthly OAC Meetings (in-person, 1 hr, Project Manager, Arch, up to 2 technical staff as needed) – 9 meetings anticipated.
- Virtual Meetings (TEAMS platform, 1 hr)
 - Space Programming Follow Up (Project Manager, Arch)
 - Bi-weekly CMAR meetings during design (Project Manager, Arch, up to 2 technical staff as needed) – 18 meetings anticipated.
 - Bi-weekly Internal Team Meetings during design (Project Manager, Arch, Interiors, Mech, Elect, Structural, Civil) 18 meetings anticipated.
- Construction Site Observations (in-person, 2 hr)
 - Bi-weekly / Key Miles stones TBD (64 visits, CA staff, up to 2 technical staff or PM as needed)

A detailed description of the proposed Scope of Services is provided in Exhibits D-L of this Agreement.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. The CLIENT shall guarantee access to and make provisions for CPH to enter private lands as required by CPH to perform their work under this Agreement. The CLIENT shall provide CPH with project-related information including, but not limited to, the following:

- CLIENT Design Requirements
- City approved design standards
- Payment of all required fees including, but not limited to, application fees, impact fees, permit fees, re-submittal fees, etc.
- Any documents, agreements, plans, investigations and/or pertinent information concerning this project or project site to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement. CPH will notify CLIENT if information provided is not sufficient. If it is determined CPH must reproduce, organize or spend time amending information provided

by CLIENT so that it can be appropriately utilized, an amendment to this contract and additional fee will be required.

CPH will begin performance of the above services upon receipt of Purchase Order Number and Notice to Proceed.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as Lump Sum. Refer to the Hourly Billing Rate table (Exhibit B) to be utilized on this project. Rates are valid for one (1) year following execution of this Agreement. Project work scope and any additional work required after one (1) year anniversary of Agreement execution shall be completed in accordance with new rates. The following fee summary provides the overall fee by discipline, refer to the individual exhibits for specific task breakdowns.

PHASE FEE SUMMARY		
Exhibit		Fee
I. DUE DILIGENCE		
	Lump Sum	\$101,893
II. CONCEPTUAL DESIGN		
	Lump Sum	\$97,745
III. SCHEMATIC DESIGN		
	Lump Sum	\$156,230
IV. DESIGN DEVELOPMENT / PRELIMINARY DESIGN		
	Lump Sum	\$302,015
V. CONSTRUCTION DOCUMENTS		
	Lump Sum	\$653,590
VI. PERMITTING		
	Lump Sum	\$91,575
VII. CONSTRUCTION SERVICES		
	Lump Sum	\$257,660
VIII. PROJECT MANAGEMENT		
	Lump Sum	\$120,120
IX. SUBCONSULTANT		
	Lump Sum	\$176,004
PROJECT TOTAL		\$1,950,832

Please note, a scope of work may not be included by all disciplines for each phase of the project listed in the Phase Fee Summary table. Please refer to the detailed scope of work exhibits in Part II of this Agreement for the services to be performed by each discipline.

Progress invoices will be submitted based on CPH's estimate of the percent of work complete at the time of invoicing for Lump Sum scope. Services requested by CLIENT, that are not included in the Scope of this Agreement (as may be amended), shall be deemed additional services and will be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate table unless an amendment to this Agreement with fee for the additional services has been executed.

All invoices over forty-five (45) days old must be paid in full prior to submittal for permits.

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures and subconsultant contract administration as follows:

- Vehicular mileage will be charged at current IRS rates.
- Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense without markup.
- A markup of 10% shall be added to costs charged to CPH by others outside of CPH, to include but not be limited to FedEx/Delivery Services, Courier Services, Application Fees, Review Fees, and Permit Fees.

CPH CONSULTING, LLC AUTHORIZATION

By:



Nikhel Jindal, GCC, ASSOC. DBIA, ENV SP
Chief Strategy and Success Officer

PART II

EXHIBIT A- CONTINUING SERVICES CONTRACT, BETWEEN THE CITY OF ZEPHYRHILLS & CPH, INC.

EXHIBIT B- CPH HOURLY BILLING RATE TABLE

EXHIBIT C- CONCEPT PLANS

EXHIBIT D- NOT INCLUDED

EXHIBIT E- SURVEY SCOPE OF SERVICES

EXHIBIT F- CIVIL SCOPE OF SERVICES

EXHIBIT G- LANDSCAPE SCOPE OF SERVICES

EXHIBIT H- ARCHITECTURAL SCOPE OF SERVICES

EXHIBIT I- INTERIOR DESIGN SCOPE OF SERVICES

EXHIBIT J- MEP SCOPE OF SERVICES

EXHIBIT K- STRUCTURAL SCOPE OF SERVICES

EXHIBITS L-Z- SUBCONSULTANT SCOPE OF SERVICES

EXHIBIT B – BILLING RATES

HOURLY BILLING RATES

Effective: September 14, 2023

Category	Rate
Principal I	\$360
Discipline Manager II	\$335
Discipline Manager I	\$290
Project Manager V	\$310
Project Manager IV	\$285
Project Manager III	\$260
Project Manager II	\$210
Project Manager I	\$185
Manager II	\$210
Manager I	\$185
Engineer V	\$285
Engineer IV	\$260
Engineer III	\$235
Engineer II	\$210
Engineer I	\$185
Architect V	\$285
Architect IV	\$260
Architect III	\$235
Architect II	\$210
Architect I	\$185
Interior Designer	\$145
Landscape Architect III	\$210
Landscape Architect II	\$185
Landscape Architect I	\$160
Designer V	\$200
Designer IV	\$185
Designer III	\$165
Designer II	\$145
Designer I	\$130
Scientist III	\$210
Scientist II	\$160
Scientist I	\$135

Category	Rate
Coordinator III	\$190
Coordinator II	\$165
Coordinator I	\$145
Planner III	\$205
Planner II	\$180
Planner I	\$150
GIS Manager	\$210
GIS Analyst III	\$160
GIS Analyst II	\$135
GIS Analyst I	\$110
Technician III	\$160
Technician II	\$135
Technician I	\$110
Analyst III	\$160
Analyst II	\$145
Analyst I	\$130
CADD III	\$160
CADD II	\$130
CADD I	\$110
Administrative V	\$170
Administrative IV	\$130
Administrative III	\$110
Administrative II	\$100
Administrative I	\$90
Project Administrator II	\$170
Project Administrator I	\$130
Intern II	\$95
Intern I	\$80
Graphic Designer III	\$185
Graphic Designer II	\$170
Graphic Designer I	\$160

Category	Rate
Construction Manager II	\$210
Construction Manager I	\$190
Construction Rep III	\$190
Construction Rep II	\$170
Construction Rep I	\$145
Surveyor III	\$210
Surveyor II	\$160
Surveyor I	\$135
Crew Chief	\$130
Instrument Operator	\$110
Survey Crew - 3 Man	\$360
Survey Crew - 2 Man	\$335
Survey Crew - 1 Man	\$260
GPS Crew II	\$260
GPS Crew I	\$185



*Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.

*Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.

EXHIBIT C- CONCEPT PLANS

Renovations, Expansion, and Building Relocation at the City's Public Works Campus to include:

- New 14,400 SF Administration Building (Replacing Old Building)
- 2,100 SF Expansion Of Existing Parks Building
- 4,000 SF Expansion Of Existing Streets & Storm Water Building
- 3,000 SF Expansion Of Existing Sanitation Building
- New 14,000 SF Fleet Maintenance Building
- New 13,700 SF Utilities Office And Storage Building
- New 13,500 SF Utilities Heavy Equipment/Vehicle Storage Building
- Misc. Site Improvements



SITE MASTER PLAN - OPTION 1

- Advantages:
 - Minimal changes to existing layout
- Disadvantages
 - Poor circulation/access through the property
 - Inefficient use of space to maximize development potential
 - No clear separation between public and secured facilities

MASTER PLAN CONSIDERATIONS

SITE MASTER PLAN - OPTION 2

Advantages

- Efficient access/circulation through property
- Efficient use of space to maximize development potential
- Building layout provides opportunity for future expansion with minimal impact to current operations
- Separation between public and secured facilities
- Disadvantages:
 - Significant changes to existing layout

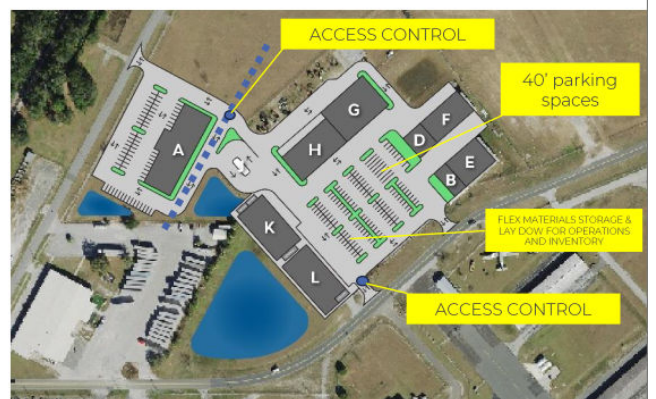


EXHIBIT E - SURVEY SCOPE OF SERVICES

1.0 BASIC SERVICES

SUR-1.0 – Due Diligence

SUR-1.1 – Topographic Survey:

Prepare a Topographic Survey of the 15.3± acre area as depicted in blue on the attached “Survey Site Exhibit” in accordance with Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Collect topographic data within the project area, where accessible of the 15.3± acre area as depicted in blue on the attached “Survey Site Exhibit”.
- Location of existing visible above ground improvements & visible utilities within scope.
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- The project will be based vertically on the North American Vertical Datum of 1988 (NAVD 88).
- Signed and Sealed Topographic Survey.

SUR-1.2 – Underground Utility Designation/Location

- Underground Utility Designation/Location to be performed by sub-consultant within project area. This includes a 25-foot overlap along the northerly project area (see area depicted in yellow on the attached “Survey Site Exhibit”).

SUR-1.3 –High-Definition Laser Scan Data Collection & Processing (Buildings E, F and H depicted in orange on the attached “Survey Site Exhibit”):

- Collect high-definition laser scanning data of the interior, exterior and roof of the existing three (3) buildings.
- Process, register and unify collected data.
- Create up to four (4) building elevations representing the existing conditions of all sides of the three (3) buildings.
- CPH will create an ACAD drawing of the Floor and Ceiling Plan of the three (3) buildings (all spaces and rooms) and include any exposed structural components (no ceiling tiles will be removed).
- Create a Roof As-built depicting visible rooftop units, vents and existing conditions.

2.0 COMPENSATION

Services under Basic Services will be provided on a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
SUR-1.0	Due Diligence	Lump Sum	\$49,390
SUR-1.1	Topographic Survey	Lump Sum	\$28,954
SUR-1.2	Underground Utility Designation/Location (Sub-consultant)	Lump Sum	\$8,261
SUR-1.3	High-Definition Laser Scan Data Collection & Processing (Buildings E, F and H)	Lump Sum	\$12,175
SURVEY SCOPE TOTAL			\$49,390

3.0 SCOPE OF WORK CLARIFICATIONS

The Survey scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- As-built Survey
- Tree Location/Certified Tree Survey
- Platting
- Boundary Survey
- ALTA/NSPS Land Title Survey
- Sketch and Descriptions
- Ordinary High Water/Mean High Water
- Separate review of CLIENT and/or financial institution requirements
- Soil Borings
- Wetland Delineation/Location
- Construction Staking

SURVEY SITE EXHIBIT



EXHIBIT F - CIVIL SCOPE OF SERVICES

1.0 BASIC SERVICES

CIV-1.0 – Due Diligence

CIV-1.1 – Kickoff & Site Visit

CPH proposes to perform the following limited due diligence scope:

- CPH will participate in one (1) kick off meeting with the CLIENT to review the overall development and project goals.
- CPH will conduct one (1) site visit.

CIV-1.2 – Limited Site Check

- CPH will perform a limited site check study of the project to identify Agencies Having Jurisdiction (AHJs) and determine the proposed site's current zoning, future land use, building setbacks, density, open space requirement, parking requirement, signage limitations, access management, stormwater criteria, natural resource preservation criteria, approval process/schedule, application forms, and review fees.
- CPH will contact the Utility companies that service the site to confirm availability of service, location of services, proposed tie-in locations, and potential needs for extension of services to the site.
- CPH will research the online databases to obtain available stormwater management permit information and design requirements for the onsite stormwater management system.
- CPH will schedule and participate in one (1) pre-application meeting or conference call with the stormwater AHJ.
- CPH will schedule and attend one (1) pre-application meeting with the AHJ to discuss limited site check findings and impact on CLIENT's proposed development program.
- CPH shall prepare a Limited Site Check Memorandum to document findings from research, results from meeting with agencies, impacts to development program and final conceptual site plan. Memorandum shall identify next steps for required entitlements to support the proposed development program as identified by the agencies.
- It is assumed CLIENT will identify and hire a qualified geotechnical consultant for preparation of a geotechnical investigation of the proposed site in accordance with CLIENT requirements. It is assumed geotechnical consultant will provide retention pond design parameters, slope stability analysis, building pad preparation specifications and site adapt general specifications regarding earthwork/pavement. CPH will rely on geotechnical investigation for design.
- It is assumed CLIENT will identify and hire a qualified environmental consultant for preparation of any required Environmental Site Assessments (Phase I/II/III) and to assist CPH in determining any limitations to design and construction due to existing Recognized Environmental Conditions. It is assumed environmental consultant will coordinate with environmental legal counsel and CPH as may be necessary.

CIV-2.0 – Conceptual Design

CIV-2.1 – Conceptual Site Plan

- Based upon the data gathered during the Limited Site Check Study and Pre-Application Meetings and utilizing the site survey/information provided by CLIENT or from AHJ GIS, CPH shall prepare a Conceptual Site Plan. Conceptual site plan shall include parking layout, driveways, service area, ancillary building, walkways, fences and other significant site amenities. Included within the fee are two (2) revisions to incorporate CLIENT comments. Any further alterations requested will be handled as an additional service and billed in accordance with our Standard Hourly Rates.
- CPH shall provide CLIENT with Final Conceptual Site Plan overlaid on an aerial in ACAD format for approval by CLIENT Preparation of colored exhibits/renderings are not part of Scope but can be provided as an additional service and billed in accordance with our Standard Hourly Rates if needed.

CIV-3.0 – Preliminary Design

CIV-3.1 – Preliminary Design Plans

CPH will perform the following as part of this contract:

- CPH will prepare Preliminary Design Plans based on the CLIENT approved Conceptual Site Plan. The preliminary plans will include demolition, site dimension, grading and utility design concepts. Plans will identify areas for future building expansion, pedestrian/vehicular circulation, fire apparatus access and delivery/refuse truck access. Plans will be prepared considering zoning requirements of the AHJ and design criteria as provided by CLIENT.
- It is assumed a new stormwater management area adequate to serve the proposed development area will be required. Preliminary onsite stormwater management system analysis and design will be conducted based on current AHJ stormwater requirements. It is assumed floodplain impact and compensation will not be required. Should impact/compensation be required, CPH will provide as an additional service and an amendment to this contract will be required.

CIV-4.0 – Construction Documents

CIV-4.1 – Final Site Construction Plans & Calculations

Following approval of the Preliminary Design, CPH will prepare the Final Design Calculations, Site Construction Plans (Final Engineering Plans) and Site Construction Specifications as follows.

- Final Design Calculations will include:
 - Stormwater Management Pond Calculations for Water Quality and Rate Attenuation
 - Stormwater Conveyance Hydraulic Grade Line Calculations.
 - Wastewater Generation Projections and Sanitary Sewer Pipe Hydraulic Calculations
- Site Construction Plans (Final Engineering Plans) are projected to include the following sheets:
 - Cover Sheet
 - General Notes and Specifications
 - Boundary and Topographic Survey (Provided by Surveyor)
 - Sedimentation/Erosion Control Plans
 - Sedimentation/Erosion Control Notes
 - Demolition Plan
 - Site Dimension Plan
 - Site Grading Plan
 - Site Utility Plan
 - Details
 - Landscape Plans (scope as described in Exhibit F below)
 - Irrigation Plans (scope as described in Exhibit F below)
- Site construction plans will be prepared considering requirements of CLIENT, City of Zephyrhills, SWFWMD, and Florida Department of Protection (FDEP) for water and wastewater service.
- Stormwater analysis will be prepared for submittal to City of Zephyrhills and SWFWMD considering the same assumptions noted above.
- CPH will design new domestic water services to the structures.
- An onsite gravity sanitary sewer collection system capable of serving the structures will be designed. It is assumed a public gravity sanitary sewer with adequate capacity exists in the right of way adjacent to the site. If a lift station, forcemain or offsite sewer extension is determined to be necessary, an additional fee will be required.
- It is assumed all required changes in grade will be accomplished by earth slopes. Design of retaining walls is not included as part of the scope of this contract. If it is determined that specifications or design of retaining walls is required, an amendment to this contract and additional fee will be required.
- Coordination with utility providers (power, communications and gas) to determine onsite utility service routes and inform them of the upcoming project will be conducted. It is assumed the onsite infrastructure for these utilities will be designed by the utility companies and provided to CPH. If during the design it is determined that utility locates/ soft digs are required to identify potential conflicts with existing utilities, CPH will notify CLIENT and request an amendment for the additional service.

- It is assumed no offsite roadway improvements will be required. If additional roadway improvements and/or dedications are necessary, an amendment to this contract will be required.
- It is assumed Site Specifications, Notes and Details will be provided on the construction plans.

Construction plans and calculations will be provided to CLIENT for review. Any changes to the assumptions stated herein or redesign following commencement of Site Construction Plan design or preparation that requires modifications to the final plans or calculations will be deemed an additional service and an amendment to the contract will be required.

CIV-5.0 – Permitting

CIV-5.1 – Site Construction Plan Permitting

The following applications and approval process are assumed to be required and included in the scope of this contract. CPH will prepare submittal applications and support data for the following actions/permits:

- City of Zephyrhills Site Permit
- Southwest Florida Water Management District Environmental Resource Permit (ERP)
- FDEP - Water Distribution Permit
- FDEP - Sanitary Sewer Collection Permit

Unless specifically noted in this contract, no Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required.

Scope assumes one (1) submittal of applications and supporting documents, and two (2) responses to agency comments. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

- One (1) meeting or conference call with City of Zephyrhills planning staff for review of comments
- One (1) meeting or conference call with SWFWMD
- One (1) meeting or conference call regarding utility service

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, opinions of probable cost, lease, purchase agreement, private development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

CIV-6.0 – Construction Services

CIV-6.1 – Construction Observation

CPH will provide Limited construction support services to the CLIENT throughout the duration of the project construction period. For the purposes of this scope of work, the construction duration shall be 10 months (40 weeks). The construction support scope of work shall include the following:

- CPH shall review and respond to up to twenty (20) Requests for Information (RFI's) from the general contractor. Responses shall be provided within a timely manner as defined on a project basis. RFI's that are due to insufficient or unclear information in the construction documents will not count towards the number of RFI's.
- CPH shall review up to twenty (20) product submittals and/or shop drawings for conformance with the design intent of the Construction Documents. Responses shall be provided within a timely manner as defined on a project basis.
- CPH shall participate in bi-weekly virtual (or on-site) construction meetings with the owner and contractor for the duration of the civil portion of the construction period. It is assumed a maximum of 12 meetings.
- CPH shall conduct monthly OAC meetings for up to 3 site observation visits for the duration of the construction period. These visits shall be coordinated with the owner and contractor based upon the project schedule and progress.
- CPH shall conduct a final observation / punch out of the project at near completion and provide a punch list of work to be corrected or completed for compliance with the construction documents.

CIV-7.0 – Project Management

CIV-7.1 – Project Management

CPH will provide project management and support for the project including the following:

- Participation in regular bi-weekly meetings with the CLIENT and other project stakeholders from NTP through Permitting. CPH will utilize the Smartsheet software platform to track the progress of the project from NTP through Close-out including schedules, permitting timelines and project status and notes. Smartsheet reports can be shared with the CLIENT to allow for up to the minute status updates. For the purposes of this scope of work, the total duration of the project shall not exceed 10 months.

CIV-7.2 – CMAR Coordination

CPH will provide coordination with and review of the following:

- Meetings with the CMAR between each City required submittal starting after 30% through Final Approval. It is assumed up to 3 meetings will be necessary.
- Correspondence and review of CMAR requests or queries.
- Research, review and revisions of CMAR driven changes. Note revisions driven by the CMAR after the commencement of preliminary design are limited to two (2) rounds. Any beyond that will be subject to change orders.
- Review of cost estimates, quantities, manufacturers, warranties, etc. provided by the CMAR

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
CIV-1.0	Due Diligence	Lump Sum	\$10,295
CIV-1.1	Kickoff & Site Visit	Lump Sum	\$2,792
CIV-1.2	Limited Site Check	Lump Sum	\$7,503
CIV-2.0	Conceptual Design	Lump Sum	\$15,275
CIV-2.1	Conceptual Site Plan	Lump Sum	\$15,275
CIV-3.1	Preliminary Design	Lump Sum	\$62,580
CIV-3.1	Preliminary Design Plans	Lump Sum	\$62,580

CIV-4.0	Construction Documents	Lump Sum	\$121,640
CIV-4.1	Final Site Construction Plans & Calculations	Lump Sum	\$121,640
CIV-5.0	Permitting	Lump Sum	\$25,890
CIV-5.1	Site Construction Plan Permitting	Lump Sum	\$25,890
CIV-6.0	Construction Services	Lump Sum	\$22,830
CIV-6.1	Construction Observation	Lump Sum	\$22,830
CIV-7.0	Project Management	Lump Sum	\$29,430
CIV-7.1	Project Management	Lump Sum	\$21,303
CIV-7.2	CMAR Coordination	Lump Sum	\$8,127
CIVIL SCOPE TOTAL			\$287,940

3. SCOPE OF WORK CLARIFICATIONS

The Civil scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Off-site utility extension analysis and design.
- Off-site storm water analysis and design.
- Off-site roadway, turn lanes, or intersection design and production.
- Expediting the review process of the permits identified herein.
- Any permits not identified herein.
- Fire Flow and Fire Service Design
- Meetings with agencies, other consultants or CLIENT not described in the Scope of Services
- Special requests by lending institutions or other parties not described in the Scope of Services
- Assistance with lease negotiation, exhibits, analysis and easements, covenants and restriction documents.
- Permitting efforts relating to obtaining conditional use, special exception, variances or other approvals not described in the Scope of Services.
- Clearing, Grading and Tree Removal/Arbor Permit
- Design of hardscape features including but not limited to structures, fountains, site lighting, special paving, or signage
- Multiple plan sets or permits due to phased construction
- Signalization design
- Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- Color Renderings
- Site Signage Design
- Lift station and forcemain design

EXHIBIT G - LANDSCAPE ARCHITECTURE SCOPE OF SERVICES

1.0 BASIC SERVICES

LAND-1.0 – Due Diligence

LAND-1.1 – Kickoff & Site Visit

CPH proposes to perform the following limited due diligence scope:

- CPH will participate in one (1) kick off meeting or conference call with the CLIENT to review the overall development and project goals.
- CPH will conduct one (1) site visit.

LAND-1.2 – Limited Site Check

- CPH will perform a limited site check study of the project to identify Agencies Having Jurisdiction (AHJs) and determine the proposed site's open space requirement, landscape code, and natural resource preservation criteria.

LAND-2.0 – Conceptual Design

LAND-2.1 – Conceptual Landscape Plan

- Based upon the data gathered during the Limited Site Check Study and Pre-Application Meetings and utilizing the site survey/concept plan provided by CLIENT, CPH shall prepare a Conceptual Landscape Plan. Conceptual Landscape Plan shall be general in nature, identifying shade tree, shrub and groundcover locations. Included within the fee are one (1) revision to incorporate CLIENT comments. Any further alterations requested will be handled as an additional service and billed in accordance with our Standard Hourly Rates.

LAND-4.0 – Construction Documents

LAND-4.1 – Final Landscape Plan

- Following CLIENT's approval of the Preliminary Landscape Plan, and authorization to proceed, CPH will prepare a Final Landscape Plan that will be a refined drawing of the preliminary landscape plan that is responsive to review comments from the CLIENT.
- This drawing will be a construction document and include a plant list with plant species, quantity and specifications, planting details and general notes regarding implementation requirements.

LAND-4.2 – Irrigation Plan

- Following CLIENT's approval of the Final Landscape Plan, CPH will prepare an irrigation plan for an automatic irrigation system that responds to the requirements of the landscape design, CLIENT's design criteria and Local Jurisdiction's minimum requirements.
- This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements.

LAND-5.0 – Permitting

LAND-5.1 – Landscape Plan Permitting

The following applications and approval process are assumed to be required and included in the scope of this contract. CPH will prepare submittal applications and support data for the following actions/permits:

- City of Zephyrhills & PASCO County Building/Site Permit

Unless specifically noted in this contract, no Master Land Use Plan, Conceptual Development Plan, Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Master Land Use Plan, Conceptual Development Plan, special exception, Land Use Change, Rezoning, conditional use, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

- One (1) meeting or conference call AHJ staff for review of comments

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, opinions of probable cost, lease, purchase agreement, private development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

LAND-6.0 – Construction Services

LAND-6.1 – Construction Observation

CPH Landscape Architects propose to conduct the minimum number of site inspections necessary to certify the landscape installation, tree preservation plan adherence, and permit requirements. For purposes of this proposal, no more than two (2) onsite inspections/ meetings are included within this scope. Should additional meetings, site inspections, as-built coordination with the municipality, change order plan re-calculation, post-approval phasing, or extensive contractor coordination be required over and above inspection scheduling and the day of inspection walk, they will be handled as additional services and billed at the Standard Hourly Rates enclosed.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below:

Task #	Task Name	Fee Type	Fee
LAND-1.0	Due Diligence	Lump Sum	\$2,060
LAND-1.1	Kickoff & Site Visit	Lump Sum	\$977
LAND-1.2	Limited Site Check	Lump Sum	\$1,083
LAND-2.0	Conceptual Design	Lump Sum	\$2,440
LAND-2.1	Conceptual Landscape Plan	Lump Sum	\$2,440
LAND-3.0	Preliminary Design	Lump Sum	\$5,510
LAND-3.2	Preliminary Landscape Plan	Lump Sum	\$5,510
LAND-4.0	Construction Documents	Lump Sum	\$22,240
LAND-4.1	Final Landscape Plan	Lump Sum	\$15,820
LAND-4.2	Irrigation Plan	Lump Sum	\$6,420
LAND-5.0	Permitting	Lump Sum	\$7,540
LAND-5.1	Landscape Plan Permitting	Lump Sum	\$7,540

LAND-6.0	Construction Services	Lump Sum	\$4,520
LAND-6.1	Construction Observation	Lump Sum	\$4,520
LANDSCAPE SCOPE TOTAL			\$37,890

3.0 SCOPE OF WORK CLARIFICATIONS

The Landscape scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- More than 1 RAI per government agency
- CLIENT requested or any other changes to the site plan originally provided to the Landscape Architect for fee proposal.
- Color Perspectives or Plan Renderings
- Tree Survey
- Any major deviation from the approved preliminary landscape plan will be completed as an additional service.
- As-Built Drawings

EXHIBIT H - ARCHITECTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

ARCH-1.0 - Due Diligence

ARCH-1.1 – Jurisdictional Research

CPH shall provide the following due-diligence services:

- CPH shall conduct jurisdictional research relative to building related items.
- CPH shall identify building code and design/technical issues that may affect CLIENT's proposed use.
- CPH will coordinate with local Building staff to confirm code questions and building permit requirements for the proposed use.
- CPH will provide a code summary narrative.

ARCH-1.2 – Condition Assessment Report

- CPH will conduct an on-site building observation and assessment to document the existing conditions of buildings to remain, obtain information required for the design scope of the project and identify any observable deficiencies. CPH shall prepare a building assessment report as a part of this scope of work.
- Document condition of existing facility, noting deficiencies to include Structural systems, Exterior enclosure, Roof soffits, HVAC system, other building systems (MEP), Finishes, and Accessibility.
- Provide recommendation for renovation including recommended repairs and system upgrades.

ARCH-2.0 - Conceptual Design

ARCH-2.1 – Master Planning

Utilizing the Space Assessment Report as a reference point, CPH will coordinate with CLIENT and stakeholders to verify master plan needs. Scope of work includes the following:

- Attend a kick-off meeting and one (1) site walk-through to understand the CLIENT's vision and document what works and what does not work with its current facility.
- Prepare one (1) survey / questionnaire of approximately ten (10) questions. The CLIENT will distribute the survey and collect the response.
- Conduct interviews with stakeholders to clarify survey responses and gather additional needed information.
- Review inventory of existing assets & equipment (Provided by CLIENT).
- Using data collected above, CPH shall prepare an updated Master Plan for review and consideration by the CLIENT. Master Plan will consider site access, vehicular and pedestrian traffic, operational efficiency, material storage, building placement / adjacencies, and opportunities for future expansion.
- CPH will conduct one workshop with CLIENT and stakeholders to review recommended updates. Feedback from workshop will be used to finalize the Master Plan.

ARCH-2.2 - Space Programing

CPH will conduct programming services to include:

- Subsequent to Master Planning phase, a workshop with CLIENT will be held to define the design vocabulary for each of the individual buildings and facilities identified in the Master Plan and prepare a Final Building Program document which will be used as the basis for Conceptual Design.
- One (1) in person workshop and one (1) remote review meeting are included in scope.

ARCH-2.3 - Conceptual Design

CPH shall provide conceptual design services as follows:

- Utilizing the Final Building Programs, CPH will prepare up to three (3) conceptual floor plans for each building / facility for CLIENT's consideration. Conceptual floor plans are intended to be working level and not presentation documents. They will be developed only to the level that allows selection of a concept that will satisfy CLIENT's intended program. Conceptual floor plans

shall identify areas for entrances, lobbies, corridors, stairways/elevators, offices, processing spaces, work areas, special spaces, and service spaces (with the principal spaces labeled).

- CPH shall prepare up to three (3) conceptual exterior designs for the CLIENT's consideration. Conceptual designs will convey the exterior form, massing and materials by way of elevations and/or 3D renderings.
- One (1) revision to the preferred conceptual floor plan after is included in the scope of work.

ARCH-3.0 – Schematic Design

ARCH-3.1 - Schematic Design

Following CLIENT approval of the conceptual floor plan, CPH shall prepare Schematic Design drawings. Drawing package shall include a cover sheet, drawing index, and the following information:

- Demolition plans, if applicable.
- Floor plans, denoting spaces and critical dimensions.
- Elevations of major building facades showing fenestration and materials.
- Building sections as necessary for confirming adequate space for structural, mechanical and electrical, telecommunications, and fire protection systems.
- MEP Narrative providing a preliminary description of the proposed approach to the mechanical, plumbing and electrical design.
- Structural Narrative providing a preliminary description of the proposed approach to the structural design.
- Specification Table of Contents to identify the anticipated specification sections for the final design.

ARCH-4.0 – Design Development

ARCH-4.1 - Design Development

Following review and approval of Schematic Design package by CLIENT, CPH shall prepare Design Development drawings. The Design Development drawing package shall at minimum have a cover sheet, drawing index, and the following information.

- Demolition Plans, if required
- Building floor plans showing labeling and dimensioning of rooms/spaces
- Building reflected ceiling plans showing delineated spaces with ceiling heights, materials and lighting fixtures labeled and scheduled.
- Building roof plans showing drainage design including min. roof slope, membrane and insulation of roofing system and Mechanical equipment with penetrations.
- Elevations showing entrances, window arrangements, doors, exterior materials.
- Interior elevations of primary interior spaces.
- One longitudinal and one transverse building section showing floor-to-floor dimensions, stairs and elevators, typical ceiling heights and general roof construction.
- Exterior wall sections for each exterior wall type showing the roof, wall, elevated floor and floor construction.
- Proposed room finish schedule or plans showing finishes for the floors, bases, walls, and ceilings.
- Code summary and Life Safety Plan.
- Outline and/or full specifications for all sections applicable to the project in fully edited or redlined format. Specifications may be in sheet or book format at the option of CPH unless specifically indicated otherwise in this scope of work.

ARCH-5.0 - Construction Documents

ARCH-5.1 - Construction Documents

Following CLIENT approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents. Construction documents shall include the following information:

- Demolition plans, if applicable.

- Floor plans with annotation for doors, windows, partitions, enlarged plan and detail callouts and dimensions as required to document the construction.
- Building reflected ceiling plans showing delineated spaces with ceiling heights, materials, ceiling devices and detail callouts as required to document the ceiling construction.
- Roof plans showing slopes, low points, drains and scuppers, equipment pads and detail callouts as required to document the roof construction.
- Exterior elevations with annotation for materials, heights, fenestration and detail callouts as required to document the exterior envelope construction.
- Interior elevations with annotation for materials, heights, equipment and detail callouts as required to document the interior construction.
- Building sections annotated to indicate the rooms and overall spatial configuration of the building design.
- Wall sections of all primary exterior wall conditions with the roof, wall, fenestration and floor systems indicated and detail callouts as required to document the building construction.
- Interior and Exterior Details as required to document the building construction.
- Room, Occupancy, Finish and Door Schedules as required to document the building construction.
- CPH shall prepare specifications for all sections applicable to the project in fully edited format. Specifications may be in sheet or book format at the option of CPH unless specifically indicated otherwise in this scope of work.

ARCH-6.0 – Permitting

ARCH-6.1 - Building Permitting

CPH shall provide building permitting services to the CLIENT to include the following:

- CPH shall prepare one (1) signed and sealed permit submittal for the local building permit. These submittals may include plans, specifications, renderings and / or calculations.
- CPH shall coordinate the permit submittals for these agencies and track each to the completion of the process where applicable.
- CPH shall review comments by each permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. This scope of work shall include one (1) rounds of permitting review and comments by each permitting agency.
- The CLIENT will be financially responsible for any application, filing or permitting fees required by the permitting agencies.

ARCH-7.0 – Construction Services

CPH will provide Limited construction support services to the CLIENT throughout the duration of the project construction period. For the purposes of this scope of work, the construction duration shall be 32 months (139 weeks). The construction support scope of work shall include the following:

ARCH-7.1 – Construction Observation

- CPH shall conduct 12 site observation visits for the duration of the construction period. These visits shall be coordinated with the owner and contractor based upon the project schedule and progress (2-hr each).
- CPH shall prepare up to 82 Field Reports including general observations, defects / deficiencies, changes / additional work required, and progress photos.

ARCH-7.2 – Bi-weekly Site Visits

- CPH shall participate in 70 bi-weekly on-site construction meetings with the owner and CMAR for the duration of the construction period (2-hr each).

ARCH-7.3 – Shop Drawings and RFIs

- CPH shall review and respond to up to twenty (20) Requests for Information (RFI's) from the general contractor. Responses shall be provided within a timely manner as defined on a project basis. RFI's that are due to insufficient or unclear information in the construction documents will not count towards the number of RFI's.

- CPH shall review up to twenty (20) product submittals and/or shop drawings for conformance with the design intent of the Construction Documents. Responses shall be provided within a timely manner as defined on a project basis.

ARCH-8.0 – Project Management

ARCH-8.1 – Meetings during Design Phase

CPH will provide project management and support for the project including the following:

- Kick-off Meeting and Site Walk-through (in-person, 2 hour)
- Workshops (in-person, 2 hour)
 - Master Plan Workshop (Principal in Charge, Project Manager)
 - Space Programming Workshop (Project Manager, Arch, Interiors)
 - VE Workshop 1 with CMAR (Project Manager, Arch)
 - Schematic Design / Identify Direct Purchase Items and Early Work Packages Workshop (Principal in Charge, Project Manager, Arch, Interiors, Mech, Elect, Civil)
 - Design Development / Construction Sequencing (Principal in Charge, Project Manager, Arch, Interiors, Mech, Elect, Civil)
 - VE Workshop 2 with CMAR (Project Manager, Arch, Mech, Elect, Structural, Civil)
 - Construction Document Workshop (Project Manager, Arch, Mech, Elect, Structural, Civil)
- Stakeholder Interviews and Operations Observation (in-person, 6 hours, Project Manager, Arch, Interiors)
- As-built Field Verification / 3D Scan (in person, 6 hours, 2 Arch, Mech, Elect, Structural)
- Monthly OAC Meetings (in-person, 1 hr, Project Manager, Arch, up to 2 technical staff as needed) – 41 meetings anticipated
- Virtual Meetings (TEAMS platform, 1 hr)
 - Space Programming Follow Up (Project Manager, Arch)
 - Bi-weekly CMAR meetings during design (Project Manager, Arch, up to 2 technical staff as needed) – 18 meetings anticipated [MEPS, Civil, each assume 6 meetings]
 - Bi-weekly Internal Team Meetings during design (Project Manager, Arch, Interiors, Mech, Elect, Structural, Civil) 18 meetings anticipated.

ARCH-8.2 – Project Status Reports

- CPH will utilize the Smartsheet software platform to track the progress of the project from NTP through Close-out including schedules, permitting timelines and project status and notes. Smartsheet reports can be shared with the CLIENT to allow for up to the minute status updates. For the purposes of this scope of work, the total duration of the project shall not exceed 41 months.

ARCH-8.3 – CMAR Coordination

CPH will provide coordination with and review of the following:

- Correspondence and review of CMAR requests or queries.
- At each workshop identified under Section 8.1, it is anticipated that CMAR will provide comments as part of the City's review process. CMAR comments and alternate design approaches will be reviewed by CPH and a recommended response provided to the City for review and approval. Approved comments will then be incorporated into the construction documents.
- If CMAR requests changes or alternate designs that would result in a redesign of previously approved work, CPH will advise the City and provide an extra work authorization. CPH will proceed with redesign only if extra work authorization is approved by the City.
- Research, review and revisions of CMAR driven changes. Note revisions driven by the CMAR after the commencement of MEP design are limited to two (2) rounds. Any beyond that will be subject to change orders.
- Prepare an Operational Phasing Plans – Coordinate with CMAR to develop phasing plans during construction including laydown spaces, parking, access, etc.
- Review of cost estimates, quantities, manufacturers, warranties, etc. provided by the CMAR

2.0 COMPENSATION

Services under Basic Services, will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
ARCH-1.0	Due Diligence	Lump Sum	\$18,670
ARCH-1.1	Jurisdictional Research	Lump Sum	\$18,670
ARCH-2.0	Conceptual Design	Lump Sum	\$38,060
ARCH-2.1	Space Programming	Lump Sum	\$15,233
ARCH-2.2	Conceptual Design	Lump Sum	\$22,827
ARCH-3.0	Schematic Design	Lump Sum	\$80,415
ARCH-3.1	Schematic Design	Lump Sum	\$80,415
ARCH-4.0	Design Development	Lump Sum	\$120,240
ARCH-4.1	Design Development	Lump Sum	\$120,240
ARCH-5.0	Construction Documents	Lump Sum	\$283,950
ARCH-5.1	Construction Documents	Lump Sum	\$283,950
ARCH-6.0	Permitting	Lump Sum	\$25,375
ARCH-6.1	Bidding Support	Lump Sum	\$11,007
ARCH-6.2	Building Permitting	Lump Sum	\$14,368
ARCH-7.0	Construction Services	Lump Sum	\$173,780
ARCH-7.1	Construction Observation	Lump Sum	\$173,780
ARCH-8.0	Project Management	Lump Sum	\$67,015
ARCH-8.1	Project Management	Lump Sum	\$42,232
ARCH-8.2	CMAR Coordination	Lump Sum	\$24,783
ARCHITECTURAL SCOPE TOTAL			\$807,505

3.0 SCOPE OF WORK CLARIFICATIONS

The Architectural scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Community meetings
- Public hearings
- Change in zoning or use

EXHIBIT I – INTERIOR DESIGN SCOPE OF SERVICES

1.0 BASIC SERVICES

INTERIORS-2.0 – Conceptual Design

INTERIORS-2.1 - Space Programing

CPH will conduct programming services to include:

- Conducting a workshop with CLIENT to define the design vocabulary for the project, initial building program and identify other needs / desires. CPH will compare/coordinate findings of the workshop and prepare a draft program for review by the CLIENT.
- CPH will conduct a follow up meeting with CLIENT to review the program and solicit final comments.
- Following receipt of final comments, CPH will prepare a Final Space Program document which will be used as the basis for Conceptual Design.
- One (1) in person workshop and one (1) remote review meeting are included in scope.

INTERIORS-5.0 - Construction Documents

INTERIORS-5.2 – Furniture Selection and Specification

Following Client Approval of Conceptual Design, the designer will provide selection for the approved scheme in Phase 2.0.

- Two (2) options will be provided. After review of the furniture options with the owner, the designer will refine one (1) of the palettes and resubmit it to the owner for final review and approval.
- Furniture will be reviewed at the same time as the finish selection meetings.
- One (1) minor revision to the submitted options is included in the scope of work.
- Furniture will be shown on the plans for reference only. Specifications will be noted in the plan for owners use.
- This scope of work does not include the purchase, holding, or installing furniture.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
INTERIORS-2.0	Conceptual Design	Lump Sum	\$35,970
INTERIORS-2.1	Space Programming	Lump Sum	\$35,970
INTERIORS-5.0	Construction Documents	Lump Sum	\$33,870
INTERIORS-5.2	Furniture Selection & Specification	Lump Sum	\$33,870
INTERIOR DESIGN SCOPE TOTAL			\$69,840

3.0 SCOPE OF WORK CLARIFICATIONS

The Interior Design scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Changes to the drawings due to unknown and/or unforeseeable existing conditions
- Changes to the drawings after their completion due to changes by the client
- Kitchen design and/or equipment specification
- Purchasing of kitchen equipment and/or other fixtures
- Signage design or graphic design
- Custom Millwork

EXHIBIT J – MECHANICAL, ELECTRICAL & PLUMBING (MEP) SCOPE OF SERVICES

1.0 BASIC SERVICES

MEP-1.0 – Due Diligence

MEP-1.1 - Jurisdictional Research

- CPH shall conduct jurisdictional research CLIENT with respect to MEP related items.
- CPH shall identify building code, design and technical issues that may affect CLIENT's proposed use.
- CPH will coordinate with local Building staff to confirm jurisdictional requirements for the proposed improvements.
- CPH will coordinate new incoming service if required with Duke Energy.

MEP-1.2 - Building Assessment (Remodels)

- CPH shall conduct a building scope trip wherein representatives from Mechanical/Plumbing and Electrical shall visit the site and document existing conditions and any observed deficiencies.
- CPH shall observe existing transformer information, document switchgear capacity, and condition of existing electrical equipment.
- CPH shall observe the existing fire sprinkler and alarm system, identify type of system, obtain available maintenance records and identify observed deficiencies. CPH shall perform a fire flow test at hydrants closest to building to determine existing flows and pressure serving site. Testing of the interior fire suppression system and alarm is not included in the scope of this contract.
- CPH shall perform interior and exterior lighting measurements to identify compliance with CLIENT and code requirements.
- Scope includes preparation of Building Assessment report.

MEP-2.0 - Schematic Design

MEP-2.1 - Schematic Design

- Following CLIENT approval of the conceptual floor plan, CPH shall prepare a Schematic Design Narrative which will include a preliminary description of the concept solution selected to achieve the design objective, design issues, and assumptions.
- The narrative shall describe the proposed mechanical systems and equipment including indoor / outdoor design conditions, ventilation rate / dehumidification / pressurization criteria, equipment capacities / weights / size / power requirements, fuel / utility requirements, and code compliance statement.
- The narrative shall describe the proposed plumbing systems, including domestic cold / hot water, sanitary, and roof drainage
- The narrative shall describe the proposed electrical systems including the lighting and lighting control system and a code compliance statement shall be provided.
- CPH shall submit a table of contents of specifications anticipated for the final design with the schematic design submittal formatted and numbered in accordance with the most current CSI MasterFormat.

MEP-3.0 - Design Development

MEP-3.1 - Design Development

Following review and approval of Schematic Design package by CLIENT, CPH shall prepare Design Development drawings. The Design Development drawing package shall at minimum have a cover sheet, drawing index, and the following information.

Plumbing Drawings:

- Demolition plans, if applicable.
- Floor plan(s) showing major piping runs, plumbing fixtures and equipment.
- Plumbing riser diagrams.
- Plumbing details
- Plumbing Schedules.

Mechanical Drawings:

- Demolition plans, if applicable.
- Floor plan(s) showing single line piping and ductwork schematic layout, terminal air units, and perimeter terminal units.
- Roof plan showing all roof-mounted equipment and access to roof.
- Single line schematic flow and riser diagram(s)
- Preliminary Control diagram(s) showing control flow diagrams and sequence of operations of all the systems.
- Mechanical equipment schedules

Electrical Drawings:

- Demolition plans, if applicable.
- Site plan showing proposed site distribution for power and communications, proposed service entrance, and location of transformers, generators, and vaults, etc.
- Floor plans showing proposed major electrical distribution scheme and locations of electrical rooms and closets and communication closets.
- Single line diagram of the building power distribution system.
- Lighting plan(s) of typical office layout, typical non-commercial / commercial areas, and other special spaces.
- Electrical schedules.
- Electrical riser diagrams.
- Electrical details.

Specifications:

- Outline and/or full specifications for all sections applicable to the project in fully edited or redlined format. Specifications may be in sheet or book format at the option of CPH unless specifically indicated otherwise in this scope of work.

MEP-4.0 - Construction Documents

MEP-4.1 - Construction Documents

Following CLIENT approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents. Construction documents shall include the following information:

Plumbing Drawings:

- Demolition plans, if required
- Floor plans, including layout and fixtures, equipment and piping.
- Riser diagrams for waste and vent lines.
- Riser diagrams for domestic cold and hot water lines.
- Plumbing fixture schedule.

Mechanical Drawings:

- Demolition plans, if applicable
- Floor plan(s) showing Double line piping and ductwork layout; Terminal air units; Perimeter terminal units; and Locations of automatic control sensors.
- Roof plan showing all roof-mounted equipment and access to roof.
- Mechanical details as required to document the building mechanical design.
- Single line schematic flow and riser diagram(s) as required to document the building mechanical design.
- Control diagrams as required to document the functional operation of the building mechanical design.
- Mechanical Schedules as required to document the building mechanical design.

Fire Protection Drawings:

- CPH shall provide critical plans based on current code and NFPA requirements. Final Fire

Suppression System and Alarm System design will be provided by Fire Suppression contractor contracted under the General Contractor for the project. CPH will not provide any design drawings or recommendations for the fire suppression and alarm system.

Electrical Drawings:

- Demolition plans, if required.
- Floor plans including dimensions, notes, and details.
- Lighting, power distribution, and communications raceway distribution, and locations of fire alarm and annunciator panels.
- Single-line diagram of primary and secondary power distribution, including normal power, emergency power, and UPS.
- Circuit layout of lighting control system.
- Electrical Details as required to document the building electrical design.
- Site plan, indicating service locations, manholes, duct banks, inspection technology, surveillance equipment, and site lighting. Design of primary utility feeds and onsite transformers are not included in the scope of this contract.
- Layout of electrical equipment spaces.
- Electrical schedules as required to document the electrical design.
- Grounding diagram.
- Low voltage plans will show the location of fire alarm devices, FACP, Annunciator panel, security cameras, door position sensors, motion detectors, access control, wireless access points, etc. These systems will be delegated designs by system vendors unless specifically indicated otherwise in this scope of work.

Specifications:

- CPH shall prepare specifications for all sections applicable to the project in fully edited format. Specifications may be in sheet or book format at the option of CPH unless specifically indicated otherwise in this scope of work.

MEP-5.0 – Permitting

MEP-5.1 - Bidding Support

CPH shall provide bidding support services to the CLIENT to include the following:

- CPH will assist the CLIENT with review and responses to up to twenty (20) bid RFI's during the bidding process.
- CPH will make recommendations to the owner to facilitate bidding and award of the project to a general contractor.
- CPH will assist the CLIENT in the evaluation of the bids and selection of alternate bids.
- CPH will review and advise the CLIENT on the acceptability of up to five (5) product substitutions proposed by the general contractors during bidding.
- CPH will provide one (1) addendum to the construction documents to address bid questions and clarifications.

MEP-5.2 - Building Permitting

CPH shall provide building permitting services to the CLIENT to include the following:

- CPH shall prepare one (1) signed and sealed permit submittal for the local building permit. These submittals may include plans, specifications, renderings and / or calculations.
- CPH shall coordinate the permit submittals for these agencies and track each to the completion of the process where applicable.
- CPH shall review comments by each permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. This scope of work shall include one (1) round of permitting review and comments by each permitting agency.
- The CLIENT will be financially responsible for any application, filing or permitting fees required by the permitting agencies.

MEP-6.0 – Construction Services

MEP-6.1 – Construction Observation

- On-site observations: Mech, Elec (in person, 2 hrs each) – each assume 12 visits/meetings

MEP-7.0 – Project Management

MEP-7.1 – CMAR Coordination

CPH will provide coordination with and review of the following:

- Meetings with the CMAR between each City required submittal starting after 30% through Final Approval.
- Correspondence and review of CMAR requests or queries.
- Research, review and revisions of CMAR driven changes. Note revisions driven by the CMAR after the commencement of MEP design are limited to two (2) rounds. Any beyond that will be subject to change orders.
- Review of cost estimates, quantities, manufacturers, warranties, etc. provided by the CMAR
- Workshops (in-person, 2 hour)
 - Schematic Design / Identify Direct Purchase Items and Early Work Packages Workshop (Mech, Elect)
 - Design Development / Construction Sequencing (Mech, Elect)
 - VE Workshop 2 with CMAR (Mech, Elect)
 - Construction Document Workshop (Mech, Elect)
- As-built Field Verification / 3D Scan (in person, 6 hours, Mech, Elect)
- Monthly OAC Meetings (in-person, 1 hr, Mech, Elect. Up to 2 technical staff as needed) – 3 meetings anticipated.
- Virtual Meetings (TEAMS platform, 1 hr)
 - Bi-weekly CMAR meetings during design (Mech, Elect, up to 2 technical staff as needed) – 6 meetings anticipated.
 - Bi-weekly Internal Team Meetings during design (Mech, Elect) 18 meetings anticipated.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
MEP-1.0	Due Diligence	Lump Sum	\$2,900
MEP-1.1	Jurisdictional Research	Lump Sum	\$816
MEP-1.2	Building Assessment	Lump Sum	\$2,084
MEP-2.0	Schematic Design	Lump Sum	\$34,355
MEP-2.1	Schematic Design	Lump Sum	\$34,355
MEP-3.0	Design Development	Lump Sum	\$72,225
MEP-3.1	Design Development	Lump Sum	\$72,225
MEP-4.0	Construction Documents	Lump Sum	\$140,580
MEP-4.1	Construction Documents	Lump Sum	\$140,580
MEP-5.0	Permitting	Lump Sum	\$23,995
MEP-5.1	Bidding Support	Lump Sum	\$10,215
MEP-5.2	Building Permitting	Lump Sum	\$13,780

MEP-6.0	Construction Services	Lump Sum	\$36,250
MEP-6.1	Construction Observation	Lump Sum	\$36,250
MEP-7.0	Project Management	Lump Sum	\$13,875
MEP-7.1	CMAR Coordination	Lump Sum	\$13,875
MEP SCOPE TOTAL			\$324,180

3.0 SCOPE OF WORK CLARIFICATIONS

The MEP scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Off-site utility extension analysis and design.
- Off-site storm water analysis and design.
- Off-site roadway or intersection design and production.
- Arc Flash Studies
- Power system Coordination Studies.
- Lightning Protection and Building Grounding
- Single-Line diagram of fire alarm systems
- Single-Line diagram of telecommunications system.

EXHIBIT K - STRUCTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

STR-1.0 – Due Diligence

STR-1.1 - Jurisdictional Research

- CPH shall conduct jurisdictional research CLIENT with respect to Structural related items.
- CPH shall identify building code, design and technical issues that may affect CLIENT's proposed use.
- CPH will coordinate with local Building staff to confirm jurisdictional requirements for the proposed improvements.

STR-2.0 – Schematic Design

STR-2.1 - Schematic Design

Following CLIENT approval of the conceptual floor plan, CPH shall prepare a Schematic Design Narrative which will include a preliminary description of the concept solution selected to achieve the design objective, design issues, and assumptions.

The narrative shall describe the proposed structural foundation and framing systems as well as any special structural approaches.

The narrative shall include schematic design calculations for the proposed structural approach including total load and capacity requirements.

STR-3.0 - Design Development

STR-3.1 - Design Development

Following review and approval of Schematic Design package by CLIENT, CPH shall prepare Design Development drawings. The Design Development Submittal shall at minimum have a cover sheet, drawing index, and the following information.

The Design Development drawing package shall include the following information.

- Demolition plans, if applicable
- Framing plans of the proposed structural system showing foundations, concrete slabs and walls.
- Structural sections
- Structural details.
- Structural schedules.

STR-4.0 - Construction Documents

STR-4.1 - Construction Documents

Following CLIENT approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents. Construction documents shall include the following information:

- Demolition plans, if applicable.
- Foundation plans, schedules and details
- Framing Plans, schedules and details
- Structural details

STR-4.2 - Specifications:

CPH shall prepare specifications for all sections applicable to the project in fully edited format. Specifications may be in sheet or book format at the option of CPH unless specifically indicated otherwise in this scope of work.

STR-5.0 – Permitting

STR-5.1 - Bidding Support

CPH shall provide bidding support services to the CLIENT to include the following:

- CPH will assist the CLIENT with review and responses to up to twenty (20) bid RFI's during the bidding process.
- CPH will make recommendations to the owner to facilitate bidding and award of the project to a general contractor.
- CPH will assist the CLIENT in the evaluation of the bids and selection of alternate bids.
- CPH will review and advise the CLIENT on the acceptability of up to five (5) product substitutions proposed by the general contractors during bidding.
- CPH will provide one (1) addendum to the construction documents to address bid questions and clarifications.

STR-5.2 - Building Permitting

CPH shall provide building permitting services to the CLIENT to include the following:

- CPH shall prepare one (1) signed and sealed permit submittal for the local building permit and one (1) signed and sealed permit submittal for the state or local health department. These submittals may include plans, specifications, renderings and / or calculations.
- CPH shall coordinate the permit submittals for these agencies and track each to the completion of the process where applicable.
- CPH shall review comments by each permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. This scope of work shall include one (1) rounds of permitting review and comments by each permitting agency.
- The CLIENT will be financially responsible for any application, filing or permitting fees required by the permitting agencies

STR-6.0 – Construction Services

STR-6.1 – Construction Observation

Construction observation requirements are dependent upon final design and the permit conditions as imposed by Agencies Having Jurisdiction. The scope of required construction observation is not known at this time. CPH shall provide an amendment to the contract for Bidding Assistance and Construction Observation following issuance of permits and coordination with CLIENT.

STR-7.0 – Project Management

STR-7.1 – CMAR Coordination

CPH will provide coordination with and review of the following:

- Meetings with the CMAR between each City required submittal starting after 30% through Final Approval.
- Correspondence and review of CMAR requests or queries.
- Research, review and revisions of CMAR driven changes. Note revisions driven by the CMAR after the commencement of MEP design are limited to two (2) rounds. Any beyond that will be subject to change orders.
- Review of cost estimates, quantities, manufacturers, warranties, etc. provided by the CMAR

2.0 COMPENSATION

Services under Basic Services, will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
STR-1.0	Due Diligence	Lump Sum	\$35,100

STR-1.1	Jurisdictional Research	Lump Sum	\$35,100
STR-2.0	Schematic Design	Lump Sum	\$41,460
STR-2.1	Schematic Design	Lump Sum	\$41,460
STR-3.0	Design Development	Lump Sum	\$41,460
STR-3.1	Design Development	Lump Sum	\$41,460
STR-4.0	Construction Documents	Lump Sum	\$57,730
STR-4.1	Construction Documents	Lump Sum	\$57,730
STR-5.0	Permitting	Lump Sum	\$8,775
STR-5.1	Bidding Support	Lump Sum	\$4,388
STR-5.2	Building Permitting	Lump Sum	\$4,387
STR-6.0	Construction Services	Lump Sum	\$20,280
STR-6.1	Construction Observation	Lump Sum	\$20,280
STR-7.0	Project Management	Lump Sum	\$9,800
STR-7.1	CMAR Coordination	Lump Sum	\$9,800
Structural SCOPE TOTAL			\$214,605

3.0 SCOPE OF WORK CLARIFICATIONS

The Structural scope of work shall be as indicated within this exhibit. Foundation designs shall be limited to typical shallow foundations unless clearly indicated otherwise in this scope of work. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Seismic Engineering
- Specialty Engineering (i.e. Light gauge design, Truss design, etc.)
- Any Engineering not specifically listed as included above
- Meetings with the governing jurisdiction(s)
- Changes to the drawings due to unknown and/or unforeseeable existing conditions
- Changes to the drawings after their completion due to changes by the client

April 26, 2024

EXHIBIT L- TECHNOLOGY ENGINEERING

John Lenti, AIA, LEED AP BD+C, ENV SP
Sustainability and Resiliency Studio Principal
CPH
500 W Fulton St, Sanford, FL 32771

**Re: City of Zephyrhills New Maintenance Complex
Professional Engineering Services Proposal**

Dear John:

Thank you for your email regarding the City of Zephyrhills New Maintenance Complex and we look forward to working with the CPH (CLIENT) design team on this project. As we discussed, TLC Engineering Solutions, Inc. (TLC) proposes to provide Technology engineering services for the project, with proposed scope and fee as outlined below.

PROJECT SCOPE

We understand the project is to consist of renovation and new buildings at the current Maintenance Complex located in Zephyrhills, Florida. TLC's proposal is based on information provided in your email dated April 22, 2024. We understand the project has an estimated construction budget of approximately \$19,000,000.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Communications/Technology Systems Engineering, including voice/data, audio/visual, and security systems

The BIM Modeling platform TLC will utilize for this project is Revit. Refer to ATTACHMENT F for level of design, model deliverables and TLC's role in the coordination process. TLC will support the use of Autodesk BIM 360, but expects that architectural model to be frozen a reasonable time before submission of deliverables.

TLC anticipates submittals at the following design stages:

- Schematic Design
- Design Development
- 50% Construction Documents
- 100% Construction Documents

Up to three (3) in-person design review meetings are included in TLC's proposed work scope. All other design and coordination meetings are assumed to be virtual meetings.

Design modifications may occur during the design and construction process, because it is impossible to foresee or anticipate every design issue until the design work is completed. Modifications can result in increases or decreases in actual construction cost. Therefore, it is important that a reasonable allowance or contingency be included in the bid to accommodate any changes in design as developed for this proposal.

It is our understanding that commissioning services will be provided by others and is not included in our scope.

CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting official's comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of six (6) site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents. Field representation may change based on the needs of the project during the construction phase). Substantial completion and final inspection, if requested, would each constitute a site visit.
5. Construction OAC Meetings for the duration of the construction scope, estimated as bi-weekly meetings for 18 months. TLC intends as part of this effort to attend via video teleconference unless OAC coincides with one of the CA site visits listed above.

INFORMATION TO BE FURNISHED BY THE ARCHITECT/CLIENT

In addition to Architect's Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in ATTACHMENT A.

ADDITIONAL SERVICES

Additional services, when requested in writing, shall be performed for additional compensation. Additional Services are as defined in AIA Document B101– 2017 Edition –Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in ATTACHMENT B.

TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for the following lump sum fee structure plus reimbursable expenses at 1.0 times direct cost.

• Schematic Design (15%)	\$10,830.00
• Design Development (20%)	\$14,440.00
• Construction Documents (40%)	\$28,880.00
• Bidding (5%)	\$3,610.00
• Construction Administration (20%)	\$14,440.00
• Total Fee	\$72,200.00

Reimbursable expenses include all out-of-county, travel-related costs, (TLC's Orlando office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within 15 days of receipt of payment from Owner.

If this proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC Engineering Solutions, Inc. This authorization constitutes CLIENT's commitment to pay the fee and reimbursable expenses, and represents that approval has been received by CLIENT from the Owner. Alternatively, TLC can enter into a contract agreement with CLIENT using AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant. Please refer to ATTACHMENT D for Special Conditions to the Agreement.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Yours truly,

TLC ENGINEERING SOLUTIONS, INC.

Taw North
Digitally signed by Taw North
DN: C=US, E=taw.north@tlo-eng.com,
O="TLC Engineering Solutions",
OU=Technology, CN=Taw North
Date: 2024.04.26 10:27:35-04'00'

Taw North, RCDD, LEED AP
Regional Director

CPH

By: _____

Print Name and Title

Date

ATTACHMENT A
INFORMATION TO BE FURNISHED BY THE CLIENT

1. Copy of Owner-Architect Agreement.
2. Updated, Revit-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design.
3. Room data sheets for each area, indicating equipment and furniture locations, quantity of each type of outlet, receptacle, special lighting and plumbing equipment, and connection for services as part of the TLC design.
4. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.
5. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
6. Landscape lighting design and fixture specifications prepared by the Landscape Architect or Lighting Consultant.
7. Reliable and accurate existing drawings. Extensive field verification or development of as-built documentation of existing systems is not anticipated or included in our scope.
8. Any special engineering survey limitation considerations, notably areas where asbestos is present within the facility.

ATTACHMENT B

ADDITIONAL SERVICES

1. AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4.
2. Construction site visits or attendance at design review or OAC meetings, as requested by the Owner or CLIENT, in excess of the number of visits defined in this proposal.
3. Value Engineering meetings and subsequent engineering or design revisions to incorporate accepted value engineering items, including changes to system design after construction documents have been completed.
4. Significant revisions to the program, design philosophy or Architectural plans after Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
5. BIM Modeling level of detail, Model deliverables, or TLC's role in the coordination process beyond the scope identified in ATTACHMENT F.
6. Revit version change after design development documents are issued.
7. Detailed project phasing, preparation of multiple phasing plans, or preparation of multiple sets of construction documents or document packages. This includes project phasing for budget purposes as well.
8. Change in applicable code, resulting in redesign effort or expenses.
9. Energy modeling or preparation of systems life cycle cost analysis (LCA).
10. Acoustical consulting.
11. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
12. Design of site features and amenities outside of building footprint and not directly attached to the building.
13. Detailed cost estimating services.
14. Structural Engineering.
15. Distributed Antenna System (DAS) System Design for Emergency Responder Radio Enhancement Systems or Cellular Phone Enhancement Systems.
16. Fire Alarm System design.
17. Commissioning of building systems.
18. Additional Site visits to the site as required in order to provide "verification letters" to the authority having jurisdiction that TLC has witnessed work after the AHJ inspection.
19. The effort and cost indicated reflects the effort based upon a continuous project. TLC reserves the right to submit for additional services if the project is put on hold for a period of more than 6 months and re-started.

ATTACHMENT C

TECHNOLOGY DESIGN SCOPE OF WORK

1. TLC will work with the client and discuss the requirements for each system and any relevant standards.
2. TLC will provide a Responsibility Matrix for systems showing owner-furnished and contractor furnished scopes of work.
3. TLC will provide floor plan layouts, wiring diagrams, installation details, and Architectural Specifications.

VOICE AND DATA DESIGN SERVICES:

Our proposal includes Voice/Data design of the facility including the following scope:

- Data cabling systems to be designed in compliance with BICSI and ANSI/TIA cabling standards to support voice over IP (VOIP) systems and Ethernet systems.
- Optical fiber campus backbone to connect new and existing buildings.
- Entrance facility design with conduit infrastructure for telecommunications and cable TV to the property lines for the outside utility providers. Coordinate infrastructure requirements with utility providers.
- Sizing and layout of telecommunication rooms interfacing with the Architect for space considerations.
- Wireless network design using WiFi modeling software using Ekahau modeling software.
- TV signal distribution system.

AUDIO VIDEO DESIGN SERVICES

- Audio/Video presentation and teleconferencing systems to support conference, meeting and training spaces
- Distributed Audio for Background Music and Overhead Paging Systems
- Audio/Video IP network-based control systems

SECURITY DESIGN SERVICES

1. IP based Access Control System design to include Access Control system selection and recommendation, door hardware coordination (door hardware by others, Division 08) and card readers. Assumes access control for buildings and security vehicle gates.
2. IP based Closed Circuit Camera System design to include Video Management System (VMS), camera selection, network attached storage equipment, bandwidth/storage calculations, coverage areas, installation details. Assumes interior and exterior CCTV coverage.
3. Intercom and Emergency Phone system design as required.
4. Intrusion alarm system design as required.
5. Area of Refuge Communications Systems as required.

EXCLUSIONS

It shall be assumed that the owner shall specify and provide the following equipment (TLC will provide cabling and connections and coordinate locations only).

- a. Active network electronic switches and routers.
- b. Phones and phone switch
- c. Wireless access points
- d. Televisions
- e. Personal Computers, Laptops and Tablets
- f. Digital Signage Systems
- g. Distributed Antenna Systems
- h. Industrial and processing equipment

ATTACHMENT D
SPECIAL CONDITIONS TO THE AGREEMENT
Professional Engineering Services Proposal

Energy and Water Estimates: Since TLC has no control over building and equipment operation, climatic conditions or utility rate changes, TLC cannot and does not guarantee that actual building or system energy usage, water usage, or operating costs will not vary from any estimates, calculations, or models prepared by TLC.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between the CLIENT and TLC shall be submitted to non-binding mediation. The CLIENT and TLC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments: All invoices shall be paid within 15 days of receipt of payment from Owner. If an invoice is not paid within 60 days, TLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of these services.

Indemnification: The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless TLC, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TLC. Any such liabilities attributable to TLC are limited to a maximum dollar amount equal to the total of TLC's fee for the project.

Certifications: TLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence TLC cannot ascertain. This includes, but is not limited to existing building conditions that cannot be known or verified without demolition or destructive investigation.

Ownership of Documents: All documents (including electronic files) produced by TLC under this agreement shall remain the property of TLC and may not be used by the CLIENT or any of the CLIENT's other consultants, contractors, etc., for any other endeavor without the written consent of TLC.

Consequential Damages: Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or by TLC, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Delays: TLC is not responsible for delays caused by factors beyond TLC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of TLC's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond TLC's reasonable control occur, the CLIENT agrees TLC is not responsible for damages, nor shall TLC be deemed to be in default of this Agreement.

ATTACHMENT F
BIM EXECUTION PLAN
Professional Engineering Services Proposal

The following are expectations for Revit BIM Modeling of the project:

BIM Modeling platform for this project is Revit. TLC will support the use of Autodesk BIM 360, but expects that architectural model to be frozen a reasonable time before submission of deliverables.

1. General
 - a. TLC anticipates that models outside of TLC control are completed to a certain point prior to TLC commencing their work. An example is floor plan layout should be relatively agreed with the end user, prior to TLC populating the model with devices.
2. Authorized uses of TLC Revit Models
 - a. Permit: Model will include sheets which will be used to produce 2-dimensional permit plans.
 - b. Bidding: Model will include sheets which will be used for bidding purposes.
 - c. Construction: Model is suitable for hand off to Subcontractors to start Shop/Fabrication Drawing production.
 - d. Coordination: Model is suitable for use to start the coordination process, which will be based upon shop fabrication drawings produced by the Contractor, who shall be responsible for coordination of the building. The Design model is intended to be the correct quantity, approximate dimensions, and locations, but is not a substitute for contractor shop drawings or fabrication drawings.
3. Discipline Specific Expectations
 - a. Technology Model to include modeled dimensioned technology equipment including clearances, data outlets model accurately for height and location. Electrical conduits and other raceways will not be modeled.

EXHIBIT M- IRRIGATION



AN IRRIGATION DESIGN COMPANY
JASON MCELROY
3215 ELLEN DR
ORLANDO, FL 32806
EMAIL: irrdesign@gmail.com

PROPOSAL SUBMITTED TO: CPH, LLC.

JOB NAME: ZEPHYRHILLS PUBLIC WORKS FACILITY – ZEPHYRHILLS, FLORIDA

CPH PROJECT # N/A

DATE: 04-25-2024

We hereby submit specifications and estimate for: **THE CREATION OF A BIDDABLE SET OF IRRIGATION DESIGN DOCUMENTS PROVIDING IRRIGATION SERVICE TO THE PROPOSED LANDSCAPED AREAS WITHIN THE PROJECTS' LIMITS.**

- The irrigation plan will be completed with AutoCAD mirroring the same sheet set up as the provided landscape plan.
- The irrigation plan will include a comprehensive set of code-compliant details and notes.
- The irrigation plan shall show the location of the water source(s) the location of irrigation heads, drip lines, water lines or other items that will indicate one hundred (100) percent automatic irrigation is serving all required landscaped areas on the plan.
- This proposal reflects up to (2) additional design revisions to be made throughout the design process.

Price: \$6,000.00

Includes all labor,

We hereby propose to furnish irrigation design services- complete in accordance with the above specifications, for the sum of \$6,000.00. Landscape Architect shall be responsible for providing a completed set of Auto-Cad landscape and base files. Any changes to the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned. In accepting this proposal, the client agrees to pay an 18% finance charge per month on the unpaid balance as well as all costs of collection including attorneys fee if incurred.


Jason McElroy

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature: _____



Certified Professional Estimators

April 22, 2024

John Lenti, AIA, LEED AP BD+C, ENV SP
Sustainability and Resiliency Studio Principal
cph
5601 Mariner St
UNIT 105
Tampa, FL 33609

RE: Zephyrhills New Maintenance Complex

Dear John,

Thank you for contacting CPE regarding the Zephyrhills New Maintenance Complex Project. Based on the documentation provided and our conversation, we propose the following fees and services:

30% Design Cost Estimate:	
Detailed Cost Estimate by Building and Site Estimate	\$14,000
60% Design Cost Estimate:	
Detailed Cost Estimate by Building and Site Estimate	<u>\$18,000</u>
Total Proposed Fee	\$32,000

Thank you,

A handwritten signature in black ink that reads "Burt Jenkins".

Burt Jenkins, CPE
Partner, Senior Cost Estimator
Certified Professional Estimators



Professional Service Industries, Inc.
 5801 Benjamin Center Drive, Suite 112, Tampa, FL 33634
 Phone: (813) 886-1075
 Fax: (813) 249-4916

Mr. John Lenti, AIA, LEED AP BD+C
 ENV SP

CPH Engineering

5601 Mariner Street, Suite 105
 Tampa, Florida, 33609
 Tel: (813) 288-0233 x 2412
 Cell: 773-447-6664
 E-mail: jlenti@cphcorp.com

**RE: Proposal for a Limited NESHAP Asbestos Demolition/Renovation Survey and
 Optional Limited Lead-Based Paint (LBP) Testing
 (Zephyrhills Maintenance Complex)
 Zephyrhills – Public Works Campus Renovations, Expansion,
 And Building Relocation Project
 39421 South Avenue
 Zephyrhills, Pasco County, Florida**

Dear Mr. Lenti:

Thank you for giving Professional Service Industries, Inc. (PSI), an Intertek company, this opportunity to propose our services to you. PSI is pleased to submit the following proposal to perform a limited National Emissions Standard for Hazardous Air Pollutants (NESHAP) asbestos demolition/renovation survey and optional limited lead-based paint (LBP) testing at the above referenced site. **PSI is providing optional limited lead-based paint testing for this project utilizing an X-Ray Fluorescence (XRF) device.**

Based on a phone conversation with Mr. Lenti on the afternoon of April 24, 2024 and review of documents sent to PSI, it is understood that the project consists of performing a limited NESHAP asbestos demolition/renovation survey and optional limited LBP testing consisting of eight (8) prefabricated metal buildings associated with the Zephyrhills Maintenance Complex in Zephyrhills, Pasco County, Florida. PSI has developed the scope of work contained herein based on the anticipated future limited demolition/renovation activities. **This pricing is based on PSI's understanding that the following eight (8) buildings will be occupied and operational during the survey.**

PSI understands that the following prefabricated metal buildings will be surveyed/tested:

- **Existing Building A:** This building is utilized by the Public Works & Utilities Administration Offices, Fleet Maintenance and is an approximately 12,808-square foot single-story structure to be demolished. **Estimated 165 samples.**
- **Existing Building B:** This building is utilized by the Parks Department and is an approximately 2,638 square foot single-story structure to be demolished and appears to be connected to the southwest area of Building E that is being expanded. **Estimated 50 samples.**
- **Existing Building C:** This building is utilized by the Utilities Department as Storage and is an approximately 1,817 square foot single-story structure to be demolished. **Estimated 80 samples.**





5801 Benjamin Center Drive, Suite 112
Tampa, Florida 33634
phone: 813.886.1075
fax: 813.249.4916
intertek.com/building
psiusa.com

April 26, 2024

CPH Engineering

5601 Mariner Street, Suite 105
Tampa, Florida 33609

Attention: Mr. John Lenti, AIA, LEED AP BD+C, ENV SP
(773) 447.6664
jlenti@cphcorp.com

Subject: **Proposal for Geotechnical Exploration**
Zephyrhills Public Works Campus Improvements
39421 South Avenue
Zephyrhills, Pasco County, Florida 33542
PSI Proposal Number 0775-ZEPH1

Dear Mr. Lenti,

Professional Service Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal to conduct a geotechnical exploration at the referenced property. Presented herein is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

PROJECT UNDERSTANDING

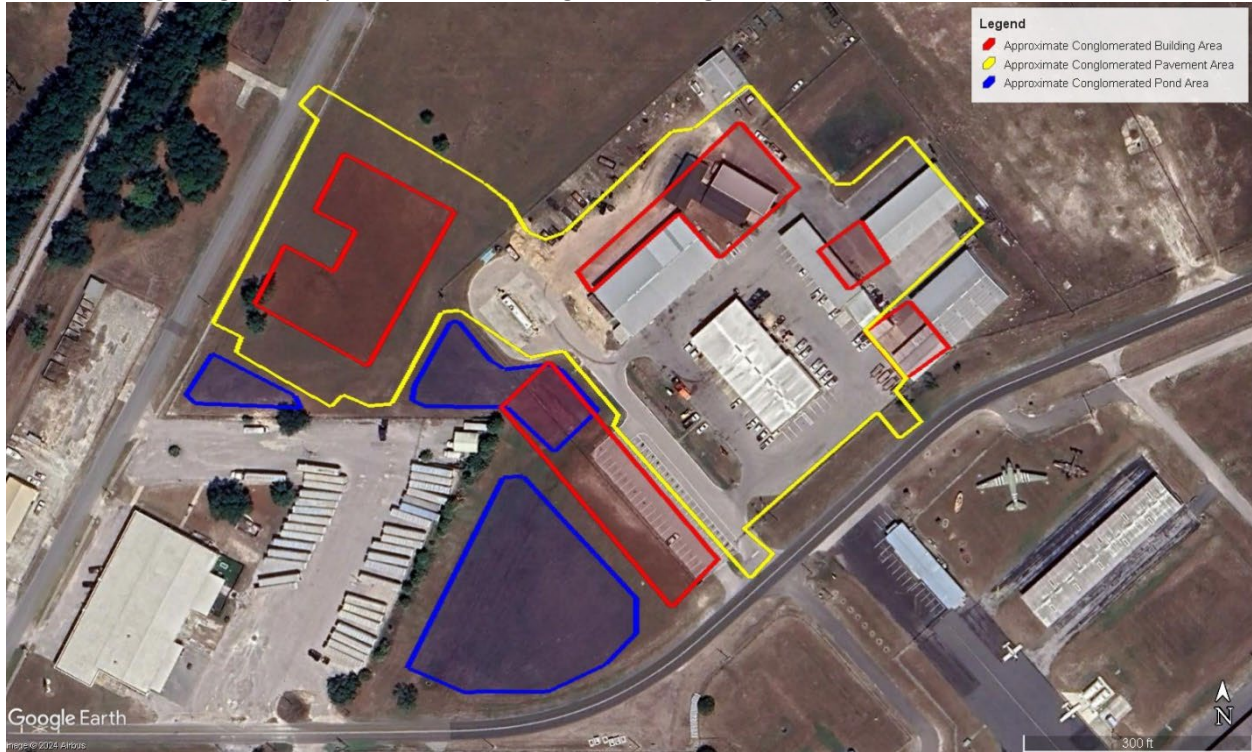
The request for proposal was received by PSI on April 22 and 24, 2024, through email correspondence with you. The request for proposal (RFP) included a presentation response to RFQ-2024-001 from the City of Zephyrhills prepared by CPH and dated February 28, 2024. The presentation included a pair of alternative site plans, that we understand are both currently under consideration. Based on the provided project information, we understand the project entails improvements to the existing Zephyrhills Public Works Campus at 39421 South Avenue in Zephyrhills, Pasco County, Florida.

The subject site is located at 39421 South Avenue, Zephyrhills, Florida. The site is the existing Zephyrhills Public Works Campus, which has a series of single-story metal buildings and parking/access pavements. The site is bordered to the south and east by South Avenue, to the southwest by a development with a metal building, to the west by Airport Road, and to the north by an open field.

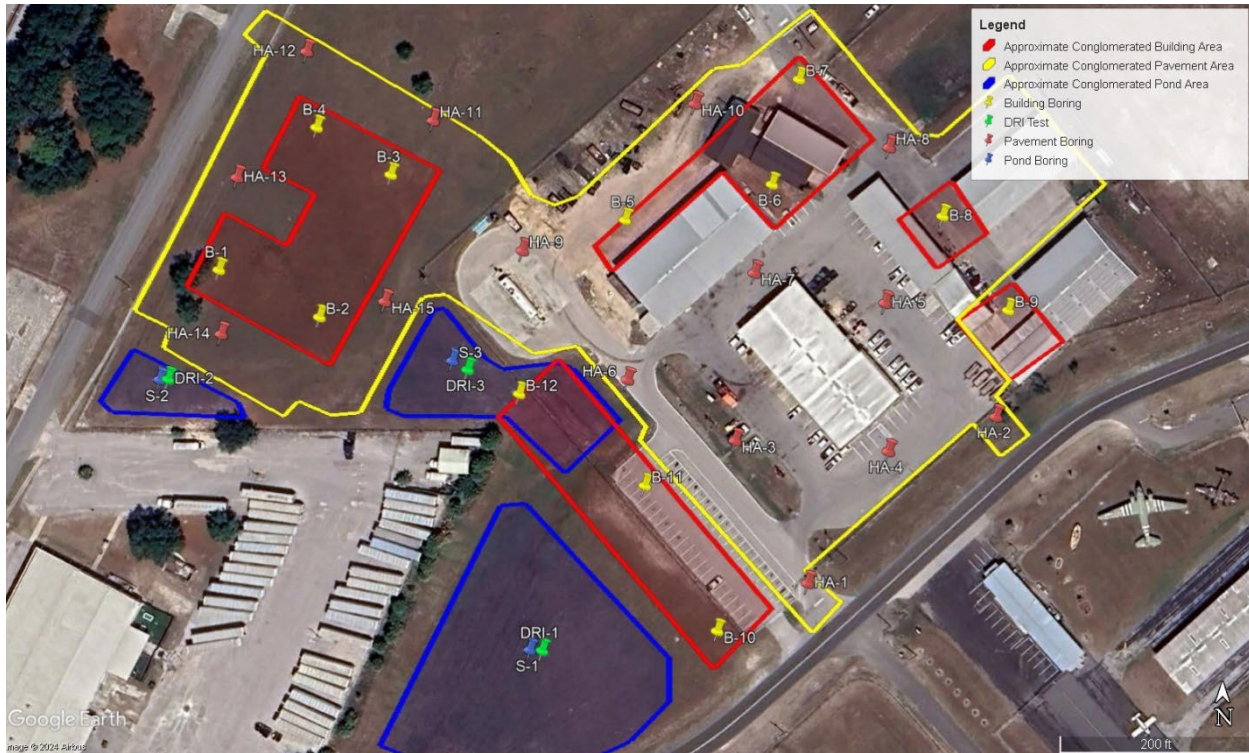
Based on the provided documents, we understand the improvements include expansions/additions to three existing buildings on site, three new standalone buildings, three new stormwater management ponds, and new paved parking/access areas. We understand some of the existing buildings and developments on site are planned for demolition, but we do not know the extent of the planned demolition activities and do not know whether any of the existing pavements are planned for reuse or rehabilitation. This proposal does not include any services related to evaluation or rehabilitation of the existing pavements, but this service may be added, for an additional fee. Additionally, it is the basis of this proposal that no significant new loads will be imposed upon existing foundation elements.



As noted previously, there are currently two site plans under consideration. The primary difference (for the purpose of developing this proposal) is the location and orientation of the proposed new buildings – the location and orientation of the building additions, ponds, and pavement areas are all roughly the same between the two options. In the development of this proposal, a conglomerate area was used that considers overlapping building footprints between the two options as if they were one, larger building. The following image displays our understanding of the conglomerated areas.



The following image displays our proposed boring location plan based on our understanding of the new development areas.



It should be noted that the site is located within Pasco County, which is known to be prone to the formation of sinkholes and, as such, an assessment of sinkhole risk within proposed building footprints is typically required in Pasco County. Therefore, we have included such services in this proposal.

Anticipated structural loads were not provided. Based on the provided information as well as previous experience with similar developments, we anticipate maximum individual column and wall loads on the order of 75 kips and 2 kips per linear foot respectively with. We anticipate at least some of the buildings may be dock height, and as such we anticipate up to 4 feet of fill within the proposed building areas and up to 4 feet of cut within the proposed pond areas.

Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

SCOPE OF FIELDWORK

The purpose of this study is to obtain information on the subsurface soil and groundwater conditions within the proposed development. In order to achieve this objective, the following scope of services has been developed based on our current understanding of the project:

1. PSI will contact the Sunshine State One Call of Florida (One Call) utility locate service prior to performing our soil borings in general accordance with Florida Statutes. However, it should be noted that this service typically does not locate/mark privately owned utilities. Due to the close



proximity of our planned borings to existing developments, PSI will obtain the services of a private utility locator to aid in the avoidance of subsurface utilities.

Given that the site is in Zephyrhills, Pasco County, which is known to have an elevated risk of sinkhole development, and that our specialty geophysical/private utility locating subcontractor will already be onsite, PSI's geophysical subcontractor will also perform a Ground Penetrating Radar (GPR) survey of the proposed building footprints to scan the footprints for potential karst related (sinkhole) activity. We anticipate this service (the private utility locate and GPR survey) will require one day to complete.

Depending on the results of the GPR survey, PSI may need to perform additional borings or extend our already planned borings beyond the proposed depths in order to further evaluate the risk of sinkhole development and develop mitigation recommendations. Such additional drilling (if necessary) would only be performed with your prior authorization at the rate listed below in the *Proposed Fee* Section of this proposal document.

2. Drill and sample twelve (12) Standard Penetration Test (SPT) borings within or near the proposed building/building addition footprints, each extended to approximate depths of 20 feet below the existing ground surface.
3. Drill and sample three (3) SPT borings within or near the proposed pond areas, each extended to approximate depths of 20 feet. Near each of these borings, perform one Double Ring Infiltrometer (DRI) test at an approximate maximum depth of 3 feet below the existing ground surface in an area that is readily excavatable with hand tools for a total of three (3) DRI tests.
4. Drill and sample two (2) auger borings at or near the requested locations within the proposed paved parking and driving areas to a maximum depth of 5 feet below the existing ground surface or 1-foot below the encountered groundwater table, whichever is observed first.
5. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Conduct a limited laboratory testing program and identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.

PSI will locate the borings in the field using recreational grade GPS equipment. At each SPT boring location, PSI will sample nearly continuously for the upper 10 feet, then at 5-foot intervals thereafter. Manually augered borings will be advanced through the soil column by twisting a manual post-hole auger and retrieving soil samples from the auger bucket. For manual auger borings, samples will be collected at regular 1-foot intervals until boring termination. Groundwater levels will be checked at the time of drilling. As called for by local regulations, all SPT borings will be grouted upon completion.

LABORATORY TESTS

Representative soil samples obtained during the field exploration program will be transported to the laboratory for visual classification and to perform a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions



encountered during the field exploration program. We propose a program which may include testing of select samples to evaluate the soil moisture content, plasticity, grain size, and organic content.

Specific laboratory testing for this project will be determined once we have completed the field exploration phase of work, as well as the visual logging and classification of the samples obtained.

REPORT

Upon conclusion of our field exploration and laboratory work, the data will be reviewed by one of our geotechnical engineers and a report will be prepared. The report will include the following:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered as well as a boring location plan and individual boring profiles.
- Comments relating to observed geotechnical conditions such as the presence of construction debris, unsuitable materials or organic soils which could impact development.
- Geotechnical recommendations for site preparation, including placement and compaction of fill including a discussion of on-site material for re-use as fill.
- Observed groundwater levels, if encountered; including an estimation of normal seasonal high groundwater levels at the boring locations performed.
- Soil or rock data review/analysis as it relates to the proposed site development.
- Recommendations to support foundation and grade slab design and construction including recommendations for allowable soil bearing capacity, recommended minimum embedment depths and estimated potential total and differential settlements.
- Recommendations for minimum flexible and rigid pavement sections based on our experience with similar developments.
- Recommended soil parameters including lateral earth pressure coefficients for typical backfill materials to be used in the design of relatively short (less than 5 feet), conventional retaining walls; such as dock walls, by others.
- The results of the infiltration testing program.
- A brief discussion of the results of the GPR survey as well as the GPR report.
- A general evaluation of the relative risk of sinkhole development and recommendations for risk mitigation, if deemed necessary.

An electronic copy of the report will be sent upon completion of our study. Up to two paper copies of the report can be provided upon request.

EXCLUSIONS

Project services proposed herein are conventional in nature and do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials. Nor do these services lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminant



amplification in buildings. Please be aware that mold is abundant in nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold cannot be completely eliminated. These issues may only be addressed under a separate proposal and authorization.

Florida is underlain by a soluble limestone formation, which can dissolve, resulting in the subsidence of overlying soils and the formation of sinkholes. Sinkholes are naturally occurring phenomena, the timing and occurrence of which cannot be accurately predicted using currently available methods/technology. Our scope of services includes limited analysis and estimation of potential future sinkhole potential at the site relative to other areas of Pasco County; however, additional services may be required to provide a more definitive analysis and recommendations for mitigation of sinkhole risks depending on the findings of the outlined geophysical survey and proposed subsurface exploration.

SCHEDULE

Based upon our current schedule, PSI proposes to initiate services after receiving authorization to proceed. Assuming favorable weather conditions, we anticipate submission of our geotechnical report within five to six weeks of receiving authorization to proceed and permission to access the property to conduct our study. Preliminary results can be provided shortly after the fieldwork has been completed.

SPECIAL INSTRUCTIONS

Prior to initiating field exploration, the Client shall provide a detailed site plan including existing topography and proposed finished grades, if available, and the locations of any existing utilities. Printed copies as well as electronic versions of the site plan will facilitate the progress of the exploration and engineering evaluations.

Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. We will attempt to limit such damage, but no restoration other than backfilling the soil test borings and cold patching existing pavements where applicable is included.

We have not included delays or work outside normal business hours to complete the proposed scope of services. Standby time, work outside normal business hours or remobilizations required to complete the work will incur additional charges beyond those proposed.

PSI will contact One Call utility alert services for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark on private property or the locations of privately owned and non-member utilities. PSI will not be held responsible for damage to unmarked utilities.

PROPOSED FEE

PSI proposes that the fee for performance of the outlined scope of services be determined on a lump sum basis. Based on the scope of services outlined above, our proposed lump sum fee for the project is **\$14,750.00**. This fee includes the cost and fee associated with the private utility locate and GPR survey of the building footprints. The fee has been developed on the basis that the site is readily accessible to our



conventional truck-mounted drilling equipment during regular business hours (i.e. Monday to Friday 8am to 5pm).

If necessary, following the results of the GPR survey, PSI will contact you regarding extending our planned borings or performing additional borings. Such additional services will not be performed without first receiving written authorization from you. If these services are approved, they will add on to our fee on a unit rate basis of **\$22.50/foot** of additional drilling.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Our estimated fee assumes that shallow foundations can be used to support the planned construction and that adequate bearing materials will be encountered within the proposed boring depths. Should conditions be encountered which require deepening borings or additional exploration, we will notify you to discuss modifying the outlined scope of services. Additional work beyond the estimated fee will not be performed without your prior authorization.

We are available to review earthwork and foundation related portions of project drawings and specifications, and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be invoiced on a unit rate basis in accordance with our standard Fee Schedule. We will obtain your specific authorization prior to providing additional services.

AUTHORIZATION

If this proposal is acceptable to you, the geotechnical services proposed herein will be carried out in accordance with the attached **General Conditions** which are incorporated into and made a part of this proposal. To formally authorize us, kindly indicate so by returning a signed copy of our proposal or by issuing us a subconsultant-agreement which references this proposal.

We appreciate the opportunity to offer our services to your project and we look forward to working with you. Please call with any questions you may have, or if PSI can be of further service.

Sincerely,
Professional Service Industries, Inc.

Cannon Gilbert, E.I.
Staff Engineer Intern

Lloyd T. Lasher, Jr., P.E.
Principal Consultant

Attachments:

Proposal Authorization and Payment Instructions
General Conditions - Florida



Proposal Authorization & Payment Instructions

Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

Authorized By (please print)

Signature

Title

Firm

Address

City

State

Zip Code

Telephone

Email Address

Date

Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Payment Party

GENERAL CONDITIONS - FLORIDA

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS - FLORIDA

10. ALLOCATION OF RISK, LIMITATION OF LIABILITY, AND RELEASE OF INDIVIDUAL EMPLOYEES AND AGENTS: PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



- **Existing Building D:** This building is the Truck Storage/Utilities Parts Storage and is an approximately 3,634 square foot single-story structure to be demolished. **Estimated 20 samples.**
- **Existing Building E:** This building is utilized by the Parks Department and is to remain and be expanded on the southwest area where it appears to be connected to Building b being demolished with no renovations to the existing space and is approximately 8,000 square feet single-story structure. **Estimated 15 samples.**
- **Existing Building F:** This building is the truck storage for Streets & Stormwater is to remain and be expanded on the southwest area with no renovations to the existing space and is approximately 7,435 square feet single-story structure. **Estimated 15 samples.**
- **Existing Building G:** This building is utilized by the Streets Department and Sign Shop and is approximately 11,996 square foot single-story structure to be demolished. **Estimated 130 samples.**
- **Existing Building H:** This building is utilized as Sanitation Truck Storage, Dumpster & Bin Storage, Wash Bay and is to remain and be expanded on the northeast and northwest areas with no renovations to the existing space and is approximately 12,000 square feet single-story structure. **Estimated 30 samples.**
- **Existing Building I:** This building is the Police Evidence/General Storage Building/Impound Lot and is to remain with no renovation or demolition activities scheduled and is approximately 2,742 square feet single-story structure. **Estimated 0 samples.**
- **Existing Building J:** This building is the Fuel Farm and is to remain with no renovation or demolition activities scheduled and is a single-story structure. **Estimated 0 samples.**

Note: The PSI inspectors will also survey the property and survey any sidewalks, concrete pads, balusters, park-stops (if any) or any ancillary areas being demolished as a part of the scope of work. **Estimated 20 samples.**

This limited demolition/renovation survey is intended to be a full and comprehensive survey to meet the NESHAP requirements and any Pasco County Code requirements for limited demolition/renovation.

SCOPE OF ASBESTOS SERVICES

An on-site survey of exposed and accessible building materials will be conducted by a team of U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) accredited inspectors. The inspectors will list materials found that are suspected of containing asbestos and give a detailed description of their location. Any suspect materials found to be significantly damaged as defined by EPA will also be noted.

PSI will review all past reports, specifications, drawings, and other documents provided by the owner that would assist in identifying the suspect materials associated with the buildings. This may also include interviewing maintenance personnel, or owners for their knowledge of the use of asbestos associated with the buildings.



Samples will be collected according to EPA guidelines, which dictate the number and location of samples to be collected. PSI will attempt to sample damaged areas and areas that are least visible. The following is a listing of the materials that may be sampled during the course of a typical survey.

Surfacing	Thermal System Insulation (TSI)	Miscellaneous
Fireproofing	Pipe Insulation	Ceiling Tiles
Acoustical Plaster	Boiler/tank Insulation	Acoustic Tiles
Hardwall Plaster	Breeching Insulation	Blown-in Insulation
	Ductwork Insulation	Floor Tile/Mastic
		Vinyl Sheeting
		Gypsum wallboard
		Concrete slabs

Roofing materials will be sampled as a part of this project.

PSI will analyze all building material samples according to current EPA regulations. Per EPA regulations, if PLM results of friable samples with visual estimation indicate levels between “trace” and less than 10% asbestos, the client has the option to quantify the asbestos concentration by point counting or to assume the material to be asbestos. Point counted friable samples with results $\leq 1\%$ asbestos are considered to be non-asbestos per the EPA. Unless otherwise directed by the client, friable samples which are visually estimated to contain less than or equal to one percent ($\leq 1\%$) asbestos will be quantified using the point counting procedure to definitively qualify them as ACM or non-ACM. Friable samples visually estimated to contain $>1\%$ to less than 10% asbestos will not be point counted unless requested and authorized by the client. The additional charge for the point count quantification, if needed, is listed as a unit rate in the fees section of this proposal. It is anticipated that up to **525 samples (each sample collected includes laboratory analysis of up to two layers per sample; additional layers are considered an additional sample)** will be collected and analyzed as a part of this project.

The PSI inspectors will develop a quantity of each material identified. The quantity will be listed with the material. Any material that cannot be fully accessed will be noted as not having an accurate quantity due to the inaccessibility of the material. Example: piping that goes from a mechanical room into an enclosed chase. The inspector will report only the quantity observed and note that there is the possibility that additional materials are located in inaccessible areas. Quantities will be given in square footage for surfacing materials, linear feet for piping insulation, and each for mudded joints and other single item materials.

PSI will assess the condition of the suspect materials observed. The material assessment will involve touching the materials to determine whether the material is friable and assessing the material in accordance with EPA guidelines.

Patching and/or restoring of sample locations is not within the scope of work: PSI shall collect representative samples of each homogeneous area of suspect ACM by coring through the material to the base substrate. PSI shall collect samples as required by applicable regulations for the determination of asbestos content. Sample locations shall be randomly chosen to the extent possible; however, PSI shall preferentially collect samples from hidden or obscure locations. Additionally, PSI shall attempt to collect samples from areas of pre-existing damage. With the exception of the roofs, sample core locations shall be encapsulated following sample extraction with a liquid spray encapsulant or by covering with duct tape.



PSI will sample the roofing materials in accordance with standard industry protocol. Multiple samples will be collected in order to determine whether the roofing materials contain asbestos. PSI will core through all roofing materials and prepare the sample so that each layer of material is analyzed according to EPA for asbestos content. Cores will penetrate all roofing membranes to the roofing substrate. The owner understands that the coring of the roof will void any warranties that may exist with the roofing system. PSI assumes no liability due to possible roof leaks or damage associated with a roof leak. The core samples taken shall only be used for determining the presence of asbestos within the material. **Patching:** PSI will make only temporary patches to the roof where samples are collected. Even though the roof sampling is for demolition purposes the owner is advised to obtain the services of a qualified roofing contractor to make permanent repairs to the roof. The owner may want to have the roofing contractor on-site during the sampling in order to patch areas as soon as PSI has completed the necessary sampling.

The asbestos report will be reviewed by a Florida Licensed Asbestos Consultant. The final report is intended for the sole use of the client and no warrants or claims are made for use beyond that described herein.

Optional Limited Lead-Based Paint Testing and Analytical Methodology (If requested)

PSI will provide an experienced and EPA-certified Lead Inspector/Risk Assessor or trained PSI technicians in the use of the X-ray Florescence (XRF) to conduct Lead-Based Paint testing. The Scope of the work for the Lead-Based Paint Inspection will include the use of an Heuresis, Pb200i, XRF Lead Paint Analyzer to test the building components for the presence of lead-based paints. **PSI understands that due to the buildings being demolished/renovated the client has requested only representative testing of areas/painted components and that the HUD protocol is not a requirement for this project. No lead chips will be collected.**

Our Inspector/Risk Assessor or trained PSI inspectors in the use of the XRF will use a Heuresis, Pb200i XRF Lead Paint Analyzer to determine if lead-based paints are present in association with the buildings being demolished/renovated. The inspectors will check areas such as walls, ceilings, doors, door jams, windows, windowsills, floors, stairs, piping, ladders, railings, etc. As requested by the client measurements of random components will be collected from each interior and exterior painted surface of the buildings, including the property.

Final Report

Following completion of the field portion of the survey, one (1) electronic copy of the final report will be delivered to the client. This report will contain the detailed results of asbestos materials observed, sampling activities, and material quantification and lead-based paint testing. **CAD drawings and photographs are not included as part of this survey. If the client provides PSI with floor plans of the buildings, the inspector will place sample locations on these floor plans as a part of the survey. Otherwise, the inspector will provide field drawings with sample locations.**

Reports shall be reviewed by a Florida Licensed Asbestos Consultant. The final summary reports are intended for the sole use of the client and no warrants or claims are made for use beyond that described herein.



Project Schedule

The project schedule will be:

Project Startup: Within 15 Working Days of Authorization

Final Report Delivered: Within 15 Working Days Following Field Work and receipt of all sample analysis

Professional Fees

It is proposed that the fee for the performance of the outlined services be based upon a combination of lump sum for basic services and unit price for additional samples. The proposed fees are as follows:

Limited NESHAP Asbestos Demolition/Renovation Survey to Include all Buildings into One Final Report

Limited NESHAP Asbestos Demolition/Renovation Survey and Report

(To be performed on the buildings and includes, vehicle a two-man team of inspectors for building inspection, Sample collection, report preparation, project management, And miscellaneous expenses)..... \$11,130.00

Asbestos PLM Laboratory Analysis of an estimated

(Includes up to 525 samples.

Based on 3-5-day turn-around time (TAT)*\$8,400.00

Estimated Sub-Total \$19,530.00

Contingency Cost

(Includes 20%) \$3,906.00

Estimated Total \$23,436.00

Optional Limited Lead-Based Paint Testing for all the Buildings to be Included into the Final Asbestos Report

Limited Lead-Based Paint Testing

(To be performed on the buildings and includes, vehicle, XRF a

Two-man Team of inspectors for XRF testing/test results

Report preparation to be included in asbestos report,

Project management and miscellaneous expenses)..... \$5,985.00

Estimated Total for Asbestos and Lead-Based Paint Testing \$29,421.00

(Cost of each asbestos sample collected includes laboratory analysis of up to two layers per sample, additional layers are considered an additional sample)



***The number of asbestos samples is estimated for the limited demolition/renovation survey. It is possible that the number of samples estimated will not be collected and analyzed, thus lowering the estimated project cost. The client will be billed for the total number of samples analyzed at a rate of \$16.00 per two-layer samples analyzed. If more than two layers are analyzed per sample, an additional \$16.00 per additional layer per sample analyzed will be charged to the client. If more samples are required to complete the survey than proposed, then the client will be notified for prior approval. Bulk samples authorized for reanalysis by point counting methodology will be analyzed at a rate of \$50.00 per sample.**

Additional Asbestos Costs (if required/requested)

Additional Asbestos Samples, each.....	\$16.00
Point Counting, each	\$50.00
XRF, per day, each	\$150.00
Vehicle, per day, each	\$125.00

Considerations if Limited Lead Testing is Elected

PSI recommends that any finishes or components that are identified in this report as lead-containing and are scheduled to be affected by the planned demolition/renovation activities, then those components should be removed using the same LBP abatement procedures (i.e., removal and disposal) outlined in the HUD Guidelines.

Additionally, it should be noted that the OSHA Lead in Construction Standard (29 CFR 1926.62) does not include a definition for lead-based paint. Instead, OSHA is concerned with the airborne concentration of lead workers are exposed to during work that causes the disturbance of lead containing materials; therefore, any employers whose workers perform tasks that disturb painted components containing any concentration of lead should ensure that their workers are properly trained, and exposure monitoring is performed in accordance with the OSHA standard. Contractors should follow the OSHA construction standard 29 CFR 1926.62 when working with painted components containing any concentration of lead and avoid activities (torch cutting, grinding, and abrading) that could produce lead fumes or respirable dust.

Construction work is defined as work for construction, alteration and/or repair, including painting and decorating. It includes but is not limited to the following:

- Demolition or salvage of structures where lead or materials containing lead are present;
- Removal or encapsulation of materials containing lead;
- New construction, alteration, repair, or renovations of structures. Substrates, or portions thereof, that contain lead, or materials containing lead;
- Lead contamination/emergency cleanup.



The EPA regulates the disposal of hazardous waste under the Resource Conservation and Recovery Act (RCRA). As per 40 CFR Part 261, building waste intended for disposal by landfilling must be tested using the Toxicity Characteristic Leaching Procedure (TCLP) to determine if it contains hazardous waste. Solid waste that contains lead at equal to or greater than 5.0 milligrams per liter (mg/L) must be considered a hazardous waste and be disposed of at a permitted hazardous waste treatment, storage or disposal facility. A hazardous waste determination is not required to be made for metal components that are disposed of by recycling.

The demolition/renovation contractor is ultimately responsible for determining whether removed building waste materials may be disposed of as construction debris or must be treated and disposed of as hazardous waste.

If the demolition/renovation contractor elects to collect a TCLP sample, a composite sample of the entire waste stream should be collected and sent to a certified laboratory to be analyzed for lead using TCLP extraction in accordance with ASTM E1908 – *Standard Guide for Sample Selection of Debris Waste from a Building Renovation or Lead Abatement Project for Toxicity Characteristic Leaching Procedure (TCLP) Testing for Leachable Lead*.

Client Responsibilities

It is the responsibility of the client to ensure the following in order to facilitate the efficient provision of the proposed services:

- Construction documents, past survey reports, or other prior asbestos sampling data (if available).
- As-built drawings of the facilities, prior to arriving at the site (if available).
- An escort familiar with the buildings/properties must be made available during the PSI inspection. In lieu of an escort, access to all areas of the buildings, including those locations where mechanical system components are accessible, must be made available to PSI.
- Where access to areas 25 feet above floor level, such as above suspended ceilings or roofs, is required, a ladder or other elevating device will be made available to the PSI inspector.
- Power will still be energized for all buildings to provide lighting for the buildings during the course of the survey.

CPH must provide safe and acceptable access to all areas of the buildings to be sampled/tested. A revision to the professional fees proposed will apply if any areas of these buildings are not accessible at the time of the survey/testing and PSI is required to utilize an additional mobilization or wait to access areas.



CLOSURE

PSI appreciates the opportunity to offer its services. After your review of this proposal, if you have any questions, please feel free to contact our office at (813) 886-1075. PSI will proceed with the scope of work upon receipt of a signed copy of this proposal or receipt of a Purchase Order. We look forward to working with you on this project.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Keith R. Kartovicky, FLMA
Senior Project Manager

Douglas Coleman, PMP, CHMM, REM
Department Manager-Environmental Services

Michael Rothenburg, PE, CIH
FLAC/Principal Consultant

KRK/MR/DC

Enclosure: Authorization/Notice to Proceed Form / Terms and Conditions

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PSI can provide a complete range of services in addition to those listed above. Should this project or future projects require any of the following services, PSI would be pleased to discuss this further with you.

- | | |
|--------------------------------------|--|
| - Environmental Site Assessments | - Asbestos/Lead Consulting |
| - Property Condition Assessments | - Facility/Envelope Engineering |
| - Remediation Plans & Specifications | - Roof Inspections & Consulting |
| - Materials Testing & Engineering | - Indoor Air Quality (IAQ) Consulting |
| - Pavement Consulting | - Geotechnical/Foundation Engineering |
| - Wetlands/Endangered Species | - Leadership in Energy and Environmental |



**AUTHORIZATION/NOTICE TO PROCEED
0552-424282**

Project Name: _____

Project Location _____

Purchase Order/Work Order No. (Verbal/Letter/PO): _____

Project Contact: _____

Phone Number: _____

Fax Number: _____

Site Phone: _____

INVOICING INFORMATION

Company Name: _____

Address: _____

City, State, Zip: _____

Attention: _____

AUTHORIZATION

Please execute and return a copy of this agreement.

(MUST BE COMPLETED AND EXECUTED PRIOR TO MOBILIZATION TO SITE)

AGREED TO THIS _____ DAY OF _____, 2024

BY: _____

TITLE: _____

FIRM: _____

See Following Page for General Conditions

GENERAL CONDITIONS - FLORIDA

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS - FLORIDA

10. ALLOCATION OF RISK, LIMITATION OF LIABILITY, AND RELEASE OF INDIVIDUAL EMPLOYEES AND AGENTS: PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



EXHIBIT Q- PHASE 1 ENVIRONMENTAL SURVEY

Proposal Number: 0663-424279
April 24, 2024

Professional Service Industries, Inc.
1748 33rd Street
Orlando, Florida 32839
phone: 407.304.5560
intertek.com/building
psiusa.com

Mr. John Lenti
CPH
500 West Fulton Street
Sanford, Florida
T: 866.609.0688
E: jlenti@cphcorp.com

Subject: **Proposal for Phase I Environmental Site Assessment Services**
Zephyrhills Property
5200 Airport Road
Zephyrhills, Pasco County, Florida

Dear Mr. Lenti,

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) update at the subject property. Presented below is a review of provided project information, the proposed Phase I ESA scope of services, requested additional services beyond the Phase I ESA (if any), information about User responsibilities, our proposed schedule, and fee.

PROJECT UNDERSTANDING

PSI obtained project information from the following sources:

- An email from Mr. Lenti, dated April 24, 2024.
- Review of the Pasco County Property Appraiser's (PCPA) website.
- Professional Design Services for Zephyrhills RFQ-2024-001.
- City of Zephyrhills New Maintenance Complex Program Study dated April 5, 2022.

PSI understands that the subject property consists of commercially developed land located at 5200 Airport Road in Zephyrhills, Pasco County, Florida. According to information provided and review of the Pasco County Property Appraiser's (PCPA) website, the Parcel ID Number associated with the subject property is listed as a portion of 12-26-21-0000-04900-0000. The current subject property owner is listed as "CITY OF ZEPHYRHILLS". The scope of work for this project will include the western portion of the property and encompass Building A to J and associated parking.

If any of this information is incorrect, please contact PSI.

PURPOSE OF SERVICES

Based on the information provided, PSI understands that your purpose for having the Phase I ESA performed is to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations (hereinafter called the landowner liability protections or LLPs) in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).





The scope of services presented below is intended to satisfy this purpose.

PHASE I ESA SCOPE OF SERVICES

PSI proposes to perform the Phase I ESA in general accordance with ASTM E 1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E 1527-21) for Phase I ESAs. PSI will perform the assessment under the supervision of an environmental professional (EP) as defined in 40 Code of Federal Regulations (CFR) 312.10. The scope of services generally will include:

- Regulatory records review;
- Historical records review;
- Site reconnaissance;
- Interviews;
- Vapor Encroachment Screen (VES) in accordance with ASTM E2600-22; and
- Preparation of a written report.

ADDITIONAL SERVICES BEYOND THE SCOPE OF E1527

PSI understands that the client does not want to include environmental issues or conditions beyond the scope of ASTM E 1527-21 in conjunction with the Phase I ESA have not been requested. If this is incorrect, please contact PSI.

REPORT

PSI will prepare a report of our findings and provide an electronic (.pdf format) draft copy to the client). After comments on the draft report have been received, they will be reviewed, and incorporated, as appropriate, in the final report.

YOUR RESPONSIBILITIES

ASTM E1527-13 and E 2600-15 make it your responsibility as the user of the Phase I ESA to conduct the inquiries and provide information (if available) to PSI. We have attached a **User Questionnaire** to assist you in providing this information. We understand that you may have only limited knowledge of the property, but please complete the questionnaire to the best of your ability, given your current knowledge of the property. PSI also asks that you complete the attached **Contact Information** sheet.

Additionally, the ASTM standard and AAI Rule require that a search be performed to identify any environmental liens or activity use limitations (AULs) that are recorded against the subject property. You may engage a title company to perform the search and report the results to PSI, or we can arrange to conduct the search on your behalf, for an additional fee. Please note on the Project Authorization and Payment Instructions Form if you would like for PSI to arrange for a subcontractor to perform this search.

THIRD PARTY RELIANCE

Third party reliance letters may be issued upon request and upon the payment of a reliance fee. All third parties relying on PSI's reports, by such reliance, agree to be bound by this proposal and PSI's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.



SCHEDULE

PSI's standard turnaround for a Phase I ESA is approximately 15 to 20 business days after we receive written authorization to proceed. This is due in part to the need to collect records and historical data from a number of governmental and private resources. Completion of the project may be affected by access to the property, the availability of information, and other factors.

FEES

PSI proposes to prepare this Phase I ESA for the lump sum fee of **\$2,400.00**. Please note that the following efforts are not included in this price:

- An environmental lien/AUL search (if desired, please see options provided below).
- Expedited report preparation fees (if desired, please see options provided below).
- Draft report submittal cycles;
- Consultation (beyond clarifications of information presented in the Phase I ESA report);
- In-process report edits needed to incorporate required information not provided at the inception of the project;
- Extraordinary or additional research that is requested after the report is delivered and/or to address data gaps;
- File review requiring travel to a regulatory agency or depository of information that is not local to the PSI assessor's office or the subject property;
- Review of voluminous prior reports or regulatory file documents, whether they may be relevant or not;
- Payment of fees charged by regulatory agencies for file-copying services, or processing of Freedom of Information Act (FOIA) requests.

Any other additional work will be conducted on a time and materials basis in accordance with the following unit rates:

- Chief/Regional Scientist or Engineer \$175.00
- Principal Consultant \$150.00
- Senior Personnel, per hour..... \$135.00
- Project Personnel, per hour\$95.00
- Staff Personnel, per hour\$85.00
- Clerical Personnel, per hour\$50.00
- Transportation Charge, per day \$150.00

Environmental Lien/AUL search:

- First owner/parcel \$250.00
- Each additional parcel (same owner) \$150.00
- Each additional parcel (different owner) \$150.00

PSI will not perform any additional services until written approval from the client has been received.

This proposal is valid for 30 calendar days, after which PSI reserves the right to modify the fees and/or schedule.



AUTHORIZATION

To authorize our services, please sign and complete the attached Proposal Authorization & Payment Instructions form, and return one complete copy of the authorized proposal to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

CLOSING

Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Jeff Townsend, LEP, REPA
Principal Consultant

Vicki B. Lewis, LEP, REPA
Department Manager-Environmental Services/
Principal Consultant

Copy to: Courtland Alvies, PSI

Attachments: Proposal Authorization & Payment Instructions
User Questionnaire
Contact Information Sheet
PSI General Conditions
Services Flyer



ATTACHMENTS

PSI can provide a complete range of services in addition to those listed above. Should this project or future projects require any of the following services, PSI would be pleased to discuss this further with you.

- Asbestos/Lead Consulting
- Property Condition Assessments
- Remediation Plans & Specifications
- Materials Testing & Engineering
- Pavement Consulting
- Wetlands/Endangered Species
- Geotechnical/Foundation Engineering
- Facility/Envelope Engineering
- Roof Inspections & Consulting
- Indoor Air Quality (IAQ) Consulting
- Leadership in Energy and Environmental Design (LEED) Services



PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

Authorized By (please print)

Signature

Title

Firm

Address

City

State

Zip Code

Telephone

Date

Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Payment Party

Optional Items for Additional Fees

- ☐ CHECK HERE to order an expedited ten (10) working day turnaround time (additional 50% of project fee)
- ☐ CHECK HERE to order an Environmental Lien/AUL Search (additional fee)

Recommendations (Unless specifically requested, recommendations will be included in the report.)

- ☐ CHECK HERE to exclude recommendations from the report
- ☐ CHECK HERE to include recommendations in a separate cover letter

Reliance Parties

Please include the following additional parties in the reliance for the report:



USER QUESTIONNAIRE

Pursuant to ASTM E1527, ASTM E2600, and the EPA All Appropriate Inquiry Rule, the User of the report must answer specific questions regarding the property and supply this information to the Environmental Professional. While we understand that you may have only limited knowledge of the property, please answer the questions to the best of your ability based on your current knowledge, and return the completed questionnaire to PSI.

Phase I ESA Questions

1. Did a review of land title records (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the subject property under federal, tribal, state or local law?
☐ No ☐ Yes ☐ Unknown (if yes, please briefly discuss on the next page or as an attachment)
2. Did a review of land title records (or judicial records where appropriate) identify any activity and land use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state, or local law?
☐ No ☐ Yes ☐ Unknown (if yes, please briefly discuss on the next page or as an attachment)
3. Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
☐ No ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
4. Does the purchase price being paid reasonably reflect the fair market value of the subject property?
☐ No ☐ Yes ☐ Not Applicable

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

☐ No ☐ Yes ☐ Not Applicable

5. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:
 - (a) Do you know of the past uses of the property?
☐ No ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (b) Do you know of specific chemicals that are present or were once present at the property?
☐ No ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (c) Do you know of spills or other chemical releases that have taken place at the property?
☐ No ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (d) Do you know of any environmental cleanups that have taken place at the property?
☐ No ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
6. Based on your knowledge and experience related to the subject property are there any obvious indicators that point to the presence or likely presence of contamination at the subject property?
☐ No ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
7. Do you know of any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property?
☐ No ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
8. Do you know of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?
☐ No ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)



Further Explain any Answers Requiring Clarification: _____

Vapor Encroachment Screening Questions

1. Currently, what type of property is the subject property?
☐ Commercial ☐ Industrial ☐ Residential ☐ Multi-Tenant ☐ Vacant Land
2. Are there buildings on the subject property?
☐ Yes ☐ No ☐ Unknown (if **yes**, indicate number and construction type):

3. Will buildings or structures be constructed on the subject property in the future?
☐ Yes ☐ No ☐ Unknown (if **yes**, indicate number and construction type)

4. If buildings exist or are proposed, do/will they have elevators?
☐ Yes ☐ No ☐ Unknown
5. What type of below-grade level exists or is proposed?
☐ Full/Partial Basement ☐ Crawl Space ☐ Parking Garage ☐ Multi-Level
☐ None/Unknown (if **none/unknown**, skip to question 11)
6. Is there ventilation currently/proposed in the below-grade level?
☐ Yes ☐ No ☐ Unknown
7. Are there sump pumps, floor drains or trenches existing or proposed in the below-grade level?
☐ Yes ☐ No ☐ Unknown
8. Is there a radon or methane mitigation system installed or proposed?
☐ Yes ☐ No ☐ Unknown (if **yes**, please indicate if passive or active): _____
9. What type of heating system exists or is proposed in the building? (check all that apply)
☐ Hot Air Circulation ☐ Hot Air Radiation ☐ Hot Water Radiation
☐ Hot Water Circulation ☐ Fireplace ☐ Radiant Floor Heat ☐ Fuel Oil Furnace
☐ Electric Baseboard ☐ Heat Pump ☐ Wood Stove ☐ Steam Radiation
☐ Coal Furnace ☐ Kerosene Heater ☐ Used Oil Heater ☐ Natural Gas Furnace
☐ Other
10. How are the utility systems fueled/powered or proposed to be fueled/powered?
(check all that apply)
☐ Natural Gas ☐ Propane ☐ Kerosene ☐ Coal ☐ Wood ☐ Electricity
☐ Fuel Oil ☐ Solar ☐ Wind ☐ Other
11. Have there ever been any environmental problems at the subject property?
☐ Yes ☐ No ☐ Unknown (if **yes**, please describe)
12. Does/will a gas station or dry cleaner operate anywhere on the subject property?



☐ Yes ☐ No ☐ Unknown

13. Do/will any of the tenants use hazardous chemicals in relatively large quantities on the subject property?

☐ Yes ☐ No ☐ Unknown

14. Have any tenants ever complained about odors in the building or experienced health-related problems that may have been associated with the building?

☐ Yes ☐ No ☐ Unknown

15. Are the current or proposed operations on the subject property going to require/require special OSHA or EPA permitting?

☐ Yes ☐ No ☐ Unknown

16. Are there any existing or proposed underground or aboveground storage tanks (ASTs/USTs) on the subject property?

☐ Yes ☐ No ☐ Unknown (if **yes**, please describe)

17. Are there sensitive receptors (for example: children, elderly, people in poor health, and so forth) that occupy or will occupy the subject property?

☐ Yes ☐ No ☐ Unknown

Further Explain any Answers Requiring Clarification: _____

Helpful Documents Checklist

Pursuant to ASTM E 1527 §10.8, do you know whether any of the following documents exist related to the subject property, and if so, whether copies will be provided to PSI for review? If so, please submit such documentation to PSI as soon as practical. Please check all that apply.

- ☐ Environmental site assessment reports (for example: Phase I/II ESAs or RBCA reports)
- ☐ Environmental compliance audit reports; or risk assessments
- ☐ Environmental permits or hazardous waste generation notices or reports
- ☐ Registrations for above or underground storage tanks, or underground injection systems
- ☐ Safety data sheets (formerly known as Material Safety Data Sheets or MSDSs)
- ☐ Community right-to-know plans; safety plans; preparedness and prevention plans; spill prevention, countermeasure and control (SPCC) plans; etc.
- ☐ Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens on the property
- ☐ Geotechnical studies; or reports regarding hydrogeologic conditions on the property or vicinity
- ☐ Recorded activity and land use limitations (AULs)

Name (Authorized User Representative)

Title

Signature

Date



CONTACT INFORMATION SHEET

Please provide contact information for the parties below (if known) and return to PSI along with the signed and completed Proposal Authorization & Payment Instructions and User Questionnaire.

PRIMARY USER CONTACT

Name

Address

City/State/Zip

Phone

SECONDARY USER CONTACT (if any)

Name

Address

City/State/Zip

Phone

CURRENT OWNER

Name

Address

City/State/Zip

Phone

KEY SITE MANAGER

Name

Address

City/State/Zip

Phone

CURRENT FACILITY OPERATOR

Name

Address

City/State/Zip

Phone

PAST OWNER OR OPERATOR

Name

Address

City/State/Zip

Phone

OTHER PARTIES LIKELY TO HAVE MATERIAL INFORMATION REGARDING PROPERTY OR VES

Name

Address

City/State/Zip

Phone

Name

Address

City/State/Zip

Phone



GENERAL CONDITIONS - FLORIDA

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

**GENERAL CONDITIONS - FLORIDA****10. ALLOCATION OF RISK, LIMITATION OF LIABILITY, AND RELEASE OF INDIVIDUAL EMPLOYEES AND AGENTS: PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

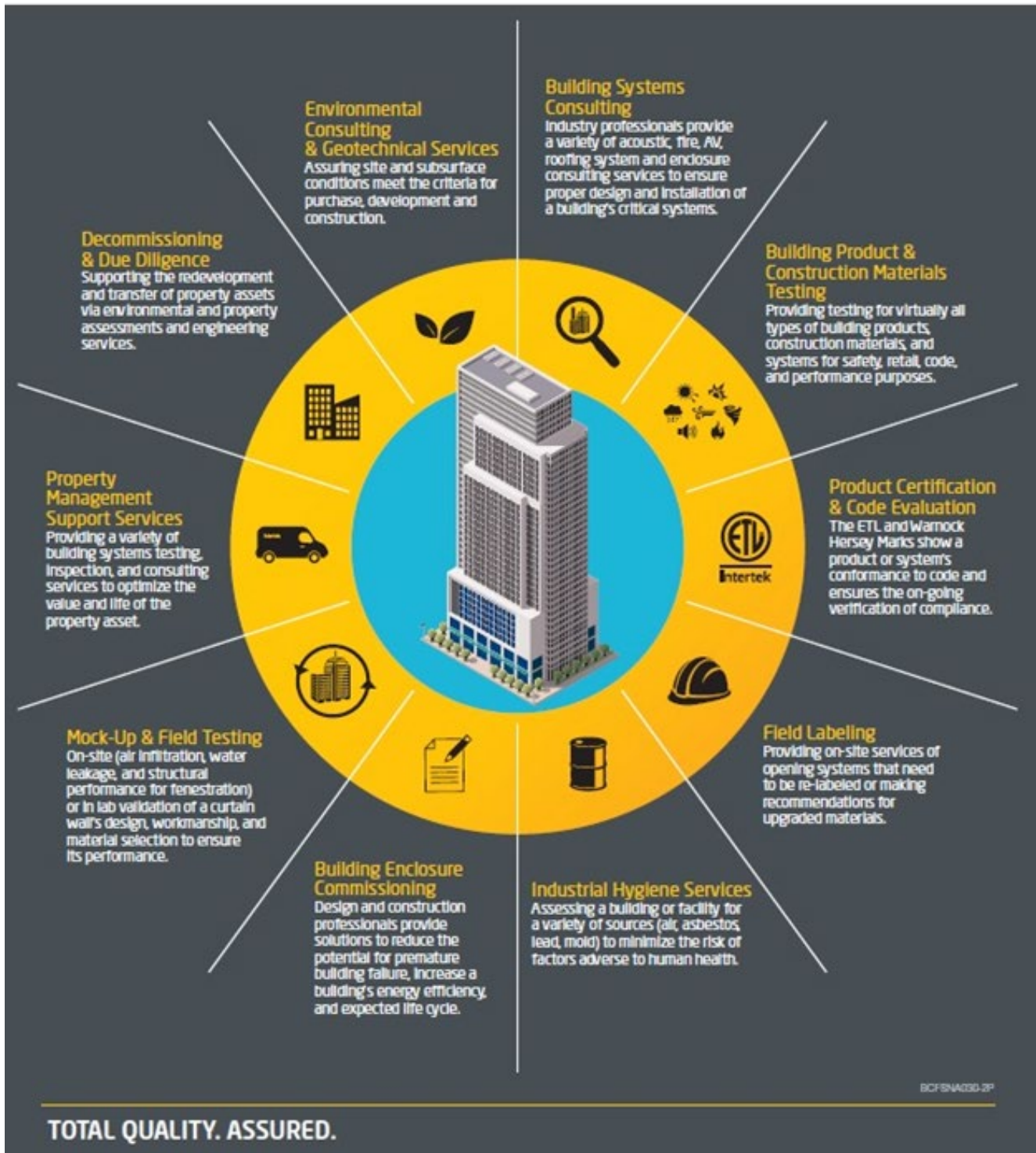
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



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CITY ATTORNEY'S REPORT 5.1

Residential Moratorium 12 Month Extension (June 26, 2024 - June 25, 2025)

First Reading **ORDINANCE NO. 1479-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE."**

Issue:

At the May 15, 2023, City Council/Planning Commission Workshop, staff was directed to bring back information for Council to consider a temporary suspension of accepting applications for rezoning, major amendments to master development agreements, site plan approvals, plat approvals, or variances for residential development over one acre to allow time to study the City's water use permit and impact fees. Council approved the 12-month moratorium on June 26, 2023. At that time, staff began working on the water use permit and impact fees. The impact fees study was completed and workshops have been scheduled. Staff continues to work with SWFWMD to resolve the additional pumping capacity needed to provide water to meet future demands.

Staff is recommending approval of Ordinance 1479-24 to extend the residential moratorium, which allows staff the opportunity to secure the additional pumping capacity.

Background:

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

Attachment(s):

1. Ordinance 1479-24 - Residential Moratorium 12 Month Extension

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval of Ordinance No. 1479-24 Residential Development Moratorium.

ORDINANCE NO. 1479-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Zephyrhills, Florida (the “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the Southwest Florida Water Management District (“SWFWMD”) regulates, through the issuance of a Water Use Permit, the amount of water the City of Zephyrhills is permitted to provide to users of the City’s potable water supply; and

WHEREAS, the City of Zephyrhills has experienced substantial growth in a short time causing the addition of new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre resulting in significant increased demand for City provided potable water; and

WHEREAS, the City of Zephyrhills has approved or is in the process of approving the maximum number of new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre that the City’s current Water Use Permit will allow; and

WHEREAS, the City of Zephyrhills has applied for an expansion of its Water Use Permit and that application is under review by SWFWMD; and

WHEREAS, due to the historically high number of proposed and/or approved new residential projects within the boundaries of the City, the City of Zephyrhills is nearing its maximum daily usage allowed under the current Water Use Permit; and

WHEREAS, the City of Zephyrhills, through the adoption of Ordinance No.: 1461-23, implemented a 12-month temporary moratorium on accepting applications for new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre within the City limits of the City of Zephyrhills; and

WHEREAS, the City of Zephyrhills has been working consistently and diligently with the help of its consultant, to answer all of the questions presented to it by SWFMWD during the Water Use Permit Expansion Application process;

WHEREAS, the City of Zephyrhills Moratorium as establish by Ordinance No.: 1461-23 expires on June 25, 2024;

WHEREAS, the City of Zephyrhills is still actively pursuing a Waster Use Permit expansion. As of the date of this ordinance, changes to the current Water Use Permit has not yet been approved by SWFWMD. The City of Zephyrhills needs additional time to complete the Water Use Permit Expansion process;

WHEREAS, the purpose of this ordinance is to place a new temporary moratorium on accepting applications for new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre within the City limits of the City of Zephyrhills; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that the new temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the City the time reasonably necessary to obtain the proper and necessary increases to the City's Water Use Permit; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance advances an important government purpose by preventing the demand for City potable water service to exceed the current Water Use Permit limits; and

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

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

Section 1. Authority.

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

Section 2. Legislative Findings of Fact.

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

Section 3. Temporary Moratorium

Beginning on June 26, 2024 and continuing for twelve (12) consecutive months or sooner, if provided pursuant to section 5 of this ordinance, a moratorium is hereby imposed on the consideration of applications for new residential annexations, rezoning, land use modification, conditional uses, variances, and Major Planned Unit Development Amendments.

During the moratorium, the City of Zephyrhills will not accept, review, or consider applications for new residential annexations, rezoning, land use modification, conditional uses, variances, and Major Planned Unit Development Amendments.

Section 4. Exemptions.

The new temporary moratorium imposed by Section 3 of this ordinance shall not apply to any property and/or project that filed an application for residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre prior to the effective date Ordinance 1461-23. Additionally, this new moratorium shall not apply to utility service agreements or other utility-related agreements, which may be sought from the City (the mere submittal of which shall not obligate the City to approve the same).

Additionally, the new temporary moratorium imposed by Section 3 of this ordinance shall not apply to any residential project that is on one acre or less.

Any property and/or project that is exempt under this section may continue to apply for and receive any approvals, plats, permits or consents from the City allowed by the Land Development Code.

Section 5. Expiration of the Temporary Moratorium.

The temporary moratorium imposed by Section 3 of this ordinance expires as of the earliest of the follow occurrences:

- A. At the end of June 25, 2025; or
- B. A date before June 25, 2025, if provided by Ordinance of the City Council of the City of Zephyrhills, Florida.

Section 6. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 7. Severability.

It is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall be construed as not having continued the said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 8. Inclusion into the Code.

It is the intent of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills code, and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 9. Effective Date.

This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1479-24 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of May, 2024.

Attest: _____
Lori L. Hillman, City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1479-24 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of June, 2024.

Attest: _____
Lori L. Hillman, City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1479-24 was approved by me this 10th day of June, 2024.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

NOTED ITEMS 7.1

SPR-68-23 Re-Plat of the Market at Zephyrhills

Issue:

The City Council approved the re-plat of the Market at Zephyrhills in August 2023. However, ownership on the signed plat did not reflect two separate parties with an ownership interest. This updated re-plat rectifies this issue by including all parties that have an ownership stake in the commercial subdivision.

Background:

The final re-plat has been reviewed by the City's surveyor of record and has been found to comply with Section 11.03.04.02 of the City's LDCs for preliminary plat submission requirements;

The final re-plat has been reviewed by the City's surveyor of record and has been found to comply with State Statue Chapter 177, Part I, Platting;

City Staff has reviewed the final re-plat for a general compliance review and found it to comply with the pertinent LDCs;

The existing and in-force subdivider's agreement, irrevocable letter of credit (LOC) for the performance of the infrastructure improvements, and separately for the maintenance of the infrastructure improvements and cost estimates that were part of the original review were re-reviewed by Staff and the (Engineer of Record) EOR, as well as the City Attorney. They are considered to remain intact and in full-force with this re-plat.

Staff and the City Attorney reviewed the recorded subdivider's agreement and found the information legally sufficient and no need for changes regarding the re-plat;

The re-plat also includes ROW dedication along Pretty Pond Road for future potential expansion.

Attachment(s):

1. FINAL Approved Plat 94 PGS53-57

Fiscal Impact:

No impact from the original plat approved.

Staff Recommendation:

Accept and sign-off on this updated re-plat previously approved by the City Council in August 2023.

MARKET AT ZEPHYRHILLS REPLAT

A REPLAT OF LOTS 1, 2, 3, 4, AND 5, MARKET AT ZEPHYRHILLS, AS RECORDED IN PLAT BOOK 90, PAGE 96 THROUGH 100, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA
LYING WITHIN SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

PLAT BOOK PAGE NO.
94 53

DESCRIPTION:

BEING ALL OF LOTS 1, 2, 3, 4, AND 5, ACCORDING TO THE PLAT MARKET AT ZEPHYRHILLS AS RECORDED IN PLAT BOOK 90, PAGES 96 THROUGH 100 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, S.89°59'18"W, A DISTANCE OF 192.74 FEET TO THE WEST RIGHT OF WAY LINE OF UNITED STATES HIGHWAY 301 (ALSO KNOWN AS GALL BOULEVARD AND STATE ROAD 38) SHOWN ON THE FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 840, DATED NOVEMBER 19TH, 1989; THENCE ALONG SAID WEST RIGHT OF WAY LINE, N.01°08'03"W, A DISTANCE OF 25.00 FEET TO THE NORTH RIGHT OF WAY LINE OF PRETTY POND ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 415, PAGE 401, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°59'18"W, A DISTANCE OF 467.70 FEET TO THE EAST LINE OF TRACT 63, OF THE PLAT OF ZEPHYRHILLS COLONY COMPANY LANDS AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PASCO COUNTY, THENCE ALONG SAID EAST LINE, S.00°08'50"W, A DISTANCE OF 10.00 FEET TO THE NORTH RIGHT OF WAY LINE OF AN UNNAMED ROAD, AS RECORDED IN AFORESAID PLAT BOOK 1, PAGE 55; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S.89°59'18"W, A DISTANCE OF 124.50 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1, ZEPHYRHILLS SUPERCENTER - A REPLAT, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 42, PAGES 58 THROUGH 59, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, N.00°08'50"W, A DISTANCE OF 640.07 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE, N.89°59'18"W, A DISTANCE OF 577.93 FEET TO THE ADDRESSAID WEST RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.01°08'03"E, A DISTANCE OF 638.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.60 ACRES, MORE OR LESS.

PLAT NOTES

- "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE COORDINATE VALUES SHOWN HEREON ARE BASED ON THE PASCO COUNTY PRIMARY HORIZONTAL CONTROL NETWORK AND WERE ESTABLISHED TO THIRD ORDER CLASS 1 ACCURACY AS DEFINED BY THE STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS, AS PUBLISHED BY THE FEDERAL GEODETIC COMMITTEE DATED SEPTEMBER 1984 OR LATEST EDITION, (PLCOC 306.10) THE COORDINATES SHOWN TIED TO NATIONAL GEODETIC SURVEY MONUMENT "140 167" (PID A0108).
- BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2007 ADJUSTMENT), THE NORTH RIGHT-OF-WAY LINE OF PRETTY POND ROAD, HAVING A GRID BEARING OF S.89°59'18"W.
- SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD, LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE CITY OF ZEPHYRHILLS BUILDING DEPARTMENT HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
- IN ADDITION TO THE EXISTING EASEMENTS AS SHOWN HEREON, THE LANDS WITHIN THIS PLAT ARE SUBJECT TO THE FOLLOWING ENCUMBRANCE, SPECIAL WARRANTY DEED RECORDED 11/06/2020 IN OFFICIAL RECORDS BOOK 10212, PAGE 103, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

OWNER: WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

LOT 3, 4, & 5

MATT WILSON, MANAGER

WITNESS *Matt Wilson* (SIGN)

WITNESS *Michael Richards* (SIGN)

WITNESS *Phillip Morrissey* (SIGN)

WITNESS *Michael Richards* (SIGN)

ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF FULTON

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS 15th DAY OF March, 2024, PERSONALLY APPEARED MATT WILSON, AS MANAGER OF WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT FULTON COUNTY, GEORGIA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: 7/21/2026

NOTARY PUBLIC, STATE OF GEORGIA AT LARGE

OWNER: ESS-FLAGSHIP ZEPHYRHILLS FL SUB LLC, A FOREIGN LIMITED LIABILITY COMPANY

LOT 1

SIGN

PRINT *THEODORE A. BOVIN*

WITNESS *THEODORE A. BOVIN* (SIGN)

WITNESS *Robert Cediel* (SIGN)

WITNESS *Kristen Reate* (SIGN)

WITNESS *Robert Cediel* (SIGN)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF SEMINOLE

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS 4th DAY OF April, 2024, PERSONALLY APPEARED *THEODORE A. BOVIN* AS MANAGER OF WLN ZEPHYRHILLS, LLC, A FOREIGN LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT SEMINOLE COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: October 17, 2026

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

DEDICATION:

WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ESS-FLAGSHIP ZEPHYRHILLS FL SUB LLC, A FOREIGN LIMITED LIABILITY COMPANY, AND GENTANO COO, A FLORIDA LIMITED LIABILITY COMPANY (THE "OWNERS"), HEREBY STATES AND DECLARES THAT THEY ARE THE FEASIBLE OWNERS OF ALL LANDS REFERRED TO AS MARKET AT ZEPHYRHILLS, REPLAT AND DESCRIBED IN THE LEGAL DESCRIPTION, WHICH IS A PART OF THIS PLAT, AND MAKES THE FOLLOWING DEDICATIONS:

- "OWNER OF LOTS 3, 4, & 5" HEREBY RESERVES TRACT "A" (ADDITIONAL RIGHT-OF-WAY FOR PRETTY POND ROAD) AS SHOWN AND DEPICTED HEREON TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF ZEPHYRHILLS (THE "CITY") FOR ANY AND ALL PURPOSES INCIDENTAL THERETO.
- "OWNERS" HEREBY GRANT, CONVEY AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AND THE "CITY" ALL POTABLE WATER UTILITY IMPROVEMENTS, AND FACILITIES TOGETHER WITH ANY NECESSARY EASEMENTS LYING WITHIN OR UPON THE LANDS SHOWN ON THIS PLAT AS "PUBLIC UTILITY EASEMENT" AND FURTHER DO RESERVE UNTO THEMSELVES, THEIR RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS, OR LEGAL REPRESENTATIVES, THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN ALL UTILITY IMPROVEMENTS, OR UTILITIES, AND APPURTENANCES LYING WITHIN THE LANDS DEPICTED ON THIS PLAT UNTIL SUCH TIME AS THE OPERATION AND MAINTENANCE OF SAID UTILITY IMPROVEMENTS, FACILITIES, AND APPURTENANCES ARE ASSUMED BY THE "CITY".
- "OWNERS" DO FURTHER GRANT AND RESERVE UNTO THEMSELVES, THEIR SUCCESSORS, ASSIGNS, OR LEGAL REPRESENTATIVES, A PERPETUAL EASEMENT OVER AND ACROSS ALL LANDS SHOWN HEREON AS DRAINAGE, LANDSCAPE AREA, AND/OR SANITARY SLEWER FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING THE DRAINAGE INFRASTRUCTURE, LANDSCAPING, SECURITY WALLS, OR SANITARY SLEWER FACILITIES LYING THEREIN.
- "OWNERS" HEREBY GRANT, CONVEY, WARRANT, AND DEDICATE TO THE "CITY", A NON-EXCLUSIVE FLOW-THROUGH EASEMENT AND REASONABLE RIGHT OF ACCESS TO ENSURE THE FREE FLOW OF WATER FOR GENERAL PUBLIC DRAINAGE PURPOSES OVER, THROUGH, AND UNDER ALL DRAINAGE EASEMENTS OR COMMONLY OWNED PROPERTY SHOWN ON THIS PLAT. IN THE EVENT THE "OWNERS" FAIL TO PROPERLY MAINTAIN ANY DRAINAGE EASEMENTS/FACILITIES PREVENTING THE FREE FLOW OF WATER, THE "CITY" SHALL HAVE THE REASONABLE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS AND ENTER UPON ANY DRAINAGE EASEMENT FOR THE PURPOSE OF PERFORMING MAINTENANCE TO ENSURE THE FREE FLOW OF WATER.
- "OWNERS" DO FURTHER GRANT AND RESERVE UNTO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, THE TITLE TO ANY LANDS OR IMPROVEMENTS DEDICATED TO THE PUBLIC OR TO THE CITY, IF FOR ANY REASON SUCH DEDICATION SHALL BE EITHER VOLUNTARILY VACATED, VOIDED, OR INVALIDATED TO THE EXTENT CONSISTENT WITH S. 177.085(1).
- "OWNERS" DO FURTHER GRANT AND RESERVE UNTO THEMSELVES, THEIR SUCCESSORS, ASSIGNS, OR LEGAL REPRESENTATIVE, A PRIVATE UTILITY EASEMENT FOR SANITARY SLEWER.

OWNER: GENTANO COO, A FLORIDA LIMITED LIABILITY COMPANY

LOT 2

SIGN

PRINT

WITNESS *Stephanie A. Petrucci* (SIGN)

WITNESS *Nicole Brown* (SIGN)

WITNESS *Stephanie A. Petrucci* (SIGN)

WITNESS *Nicole Brown* (SIGN)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS 9 DAY OF April, 2024, PERSONALLY APPEARED *THEODORE A. BOVIN* AS MANAGER OF WLN ZEPHYRHILLS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT HILLSBOROUGH COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: October 24, 2025

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MORTGAGE: CONSENT TO DEDICATION

LOT 3, 4, & 5

GUARANTY BANK, AS MORTGAGEE UNDER A CERTAIN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT DATED OCTOBER 29, 2020 AS RECORDED IN OFFICIAL RECORDS BOOK 10212, PAGE 107 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, HEREBY CONSENTS TO AND JOINS IN THE RECORDING OF THIS INSTRUMENT AND THE DEDICATIONS SHOWN HEREON.

WITNESS *Blake A. Sobieralski* (SIGN)

WITNESS *Isaac J. Meier* (SIGN)

WITNESS *Blake A. Sobieralski* (SIGN)

WITNESS *Isaac J. Meier* (SIGN)

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF GREENE

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS 27th DAY OF March, 2024, PERSONALLY APPEARED *THEODORE A. BOVIN* AS MANAGER OF WLN ZEPHYRHILLS, LLC, A FOREIGN LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT GREENE COUNTY, MISSOURI, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: 9/12/2026

NOTARY PUBLIC, STATE OF MISSOURI AT LARGE

MORTGAGE: CONSENT TO DEDICATION

Valley National Bank AS MORTGAGEE UNDER A CERTAIN MORTGAGE FOR LOT 2, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT DATED 12/14/2022, AS RECORDED IN OFFICIAL RECORDS BOOK 10759, PAGE 2452 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, HEREBY CONSENTS TO AND JOINS IN THE RECORDING OF THIS INSTRUMENT AND THE DEDICATIONS SHOWN HEREON.

WITNESS *Grant Dominguez* (SIGN)

WITNESS *Kyle Hicks* (SIGN)

WITNESS *Grant Dominguez* (SIGN)

WITNESS *Kyle Hicks* (SIGN)

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS 12th DAY OF April, 2024, PERSONALLY APPEARED *THEODORE A. BOVIN* AS MANAGER OF WLN ZEPHYRHILLS, LLC, A FOREIGN LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT Hillsborough County, Florida, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: November 28, 2026

NOTARY PUBLIC, STATE OF Florida AT LARGE

REVIEW OF PLAT BY REGISTERED SURVEYOR, CITY OF ZEPHYRHILLS

PURSUANT TO SECTION 177.081(1), FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A LIMITED REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART I, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

SIGNED AND SEALED THIS 24th DAY OF April, 2024.

PRINTED NAME: *David L. Burdette*

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 4970

CERTIFICATE OF APPROVAL BY CITY COUNCIL

THIS IS TO CERTIFY THAT ON THIS 28th DAY OF April, 2024, THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA.

WITNESS *William C. Poe, Jr.* (SIGN)

WITNESS *William C. Poe, Jr.* (SIGN)

WITNESS *William C. Poe, Jr.* (SIGN)

WITNESS *William C. Poe, Jr.* (SIGN)

CERTIFICATE OF THE CLERK OF CIRCUIT COURT

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ON THIS 2nd DAY OF May, 2024, IN PLAT BOOK 94, PAGE(S) 53-57.

WITNESS *Nikolai Kowalev* (SIGN)

NIKOLAI KOWALEV-SOWLEW, PASCO COUNTY CLERK & COMPTROLLER

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THE UNDERSIGNED, BEING CURRENTLY LICENSED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF FLORIDA STATUTES, CHAPTER 177, PART I.

SIGNED AND SEALED THIS 13th DAY OF March, 2024.

WITNESS *Charles M. Annett* (SIGN)

CHARLES M. ANNETT, PSM

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6884

FOR GEOPoint SURVEYING, INC.

LICENSE NO. 187768

WITNESS *Charles M. Annett* (SIGN)

CHARLES M. ANNETT, PSM

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6884

FOR GEOPoint SURVEYING, INC.

LICENSE NO. 187768

GeoPoint
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Fax: (813) 248-2266
Licensed Business Number 187768

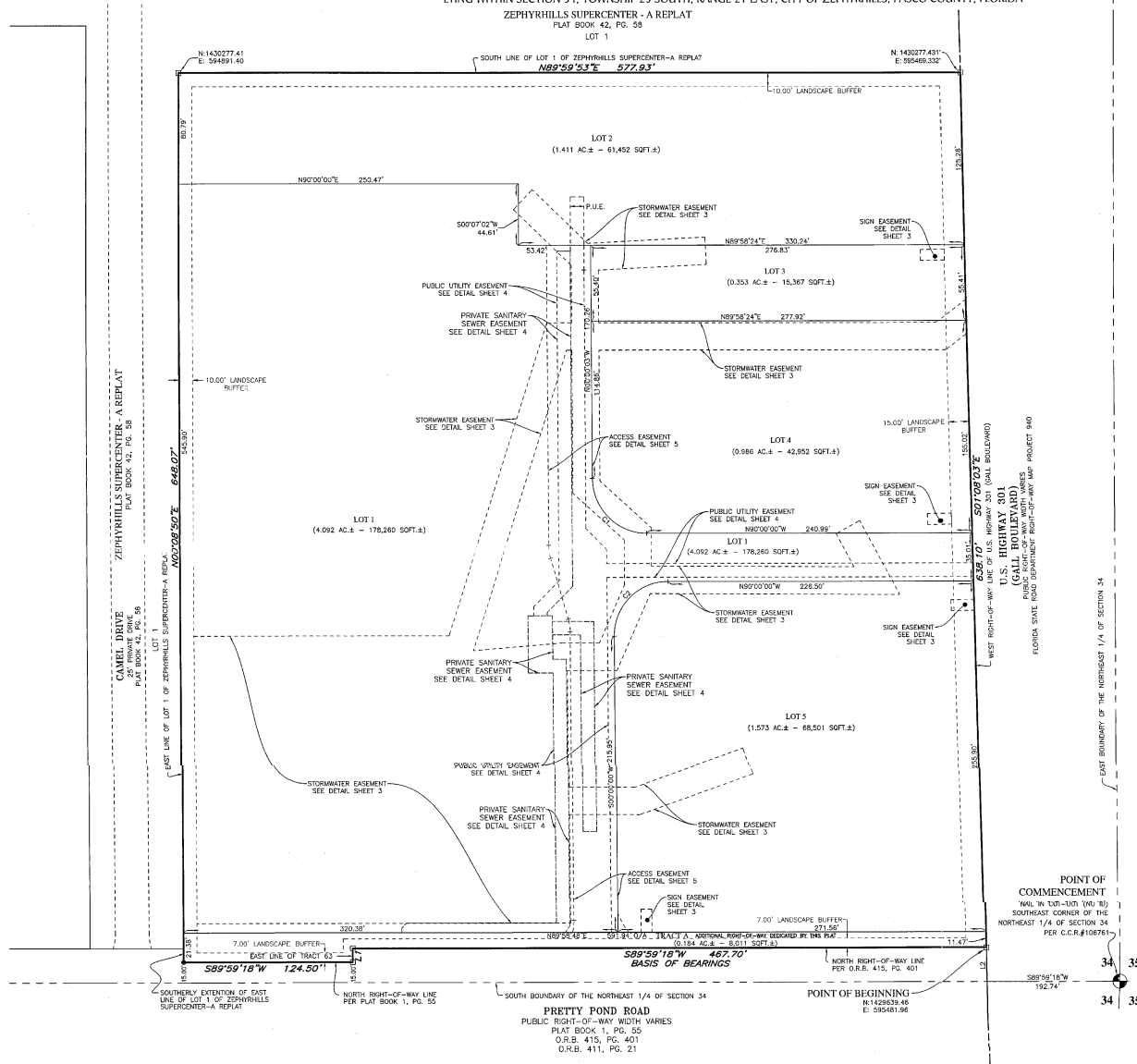
SHEET 1 OF 5 SHEETS

MARKET AT ZEPHYRHILLS REPLAT A REPLAT OF LOTS 1, 2, 3, 4, AND 5, MARKET AT ZEPHYRHILLS, AS RECORDED IN PLAT BOOK 90, PAGE 96 THROUGH 100, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA LYING WITHIN SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

ZEPHYRHILLS SUPERCENTER - A REPLAT
PLAT BOOK 42, PG. 58
LOT 1

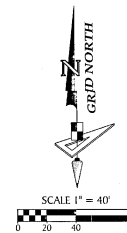
PLAT BOOK PAGE NO.

94 54



NO.	BEARING	LENGTH
L1	S 00°08'50" W	10.00'
L2	N 01°06'03" W	25.00'

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	40.00'	89°59'57"	62.83'	56.57'	N45°00'02"W
C2	40.00'	90°00'00"	62.83'	56.57'	N45°00'00"E



LEGEND:
 □ FOUND (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LID
 ○ SET (P.R.M.) PERMANENT REFERENCE MONUMENT - 1/2" DIA. DISK LID
 O.R.B. OFFICIAL RECORDS BOOK
 P.D. PLAT BOOK
 P.U.E. PUBLIC UTILITY EASEMENT
 C.A. CERTIFIED CORNER RECORD
 AC. ACRES
 SQFT. SQUARE FEET

PARALLEL OFFSET NOT EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF PARALLEL - NATURAL AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (B.P. UTILITY EASEMENTS ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (E.G. 5.007 (E.G. 7.5 = 7.50))

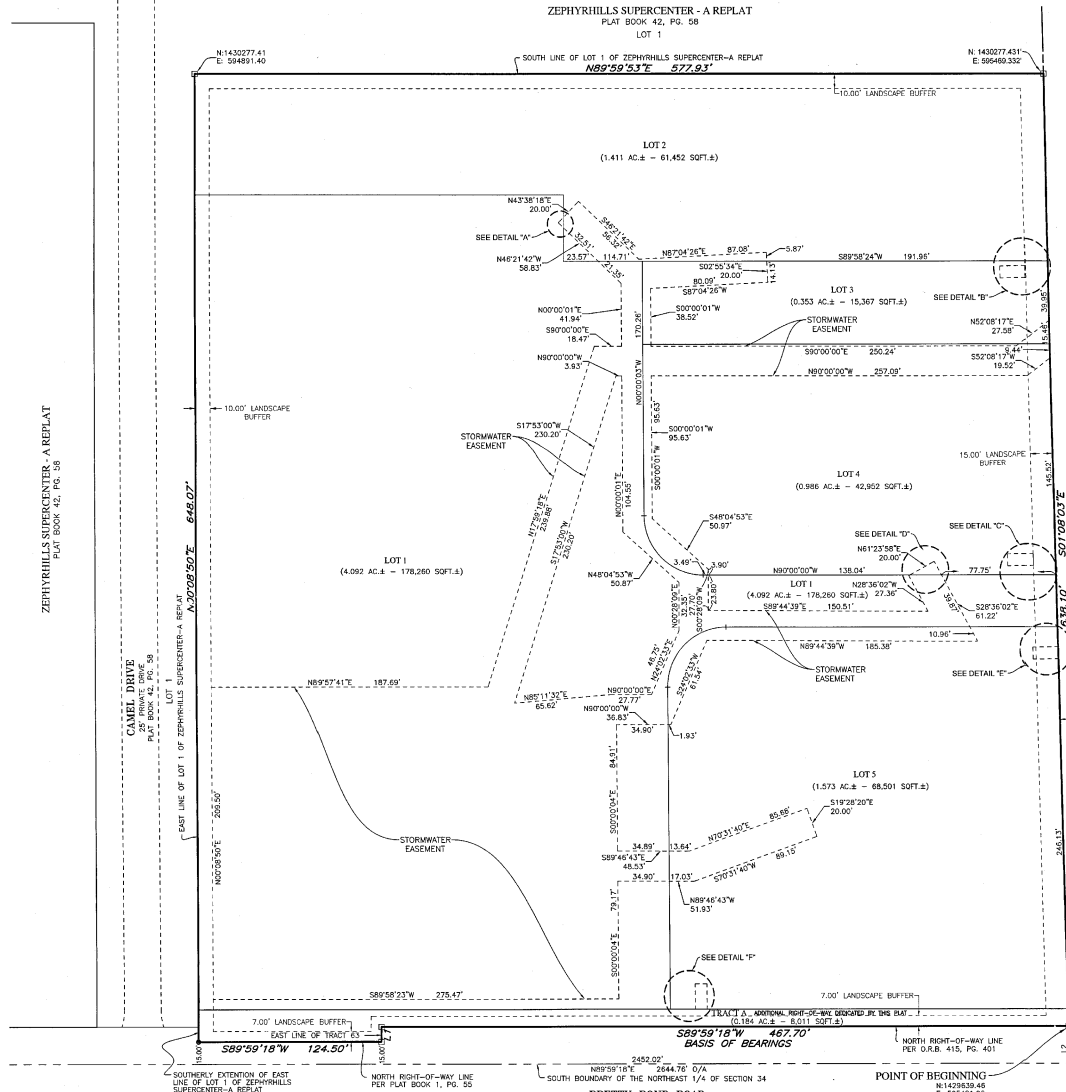
A 1/2" INCH DIAMETER IRON PIPE WITH CAP NO. L27768 WILL BE SET AT EACH LOT CORNER, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES, WITHIN THE TIME ALLOTTED IN 177.09(10), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

GeoPoint
Surveying, Inc.
 213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com
 Phone: (813) 248-8888
Fax: (813) 248-2266
Unrecorded Business Number 18 7768
SHEET 2 OF 5 SHEETS

MARKET AT ZEPHYRHILLS REPLAT A REPLAT OF LOTS 1, 2, 3, 4, AND 5, MARKET AT ZEPHYRHILLS, AS RECORDED IN PLAT BOOK 90, PAGE 96 THROUGH 100, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA LYING WITHIN SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

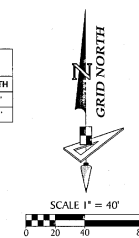
ZEPHYRHILLS SUPERCENTER - A REPLAT
PLAT BOOK 42, PG. 58
LOT 1

PLAT BOOK PAGE NO.
94 55



LINE DATA TABLE

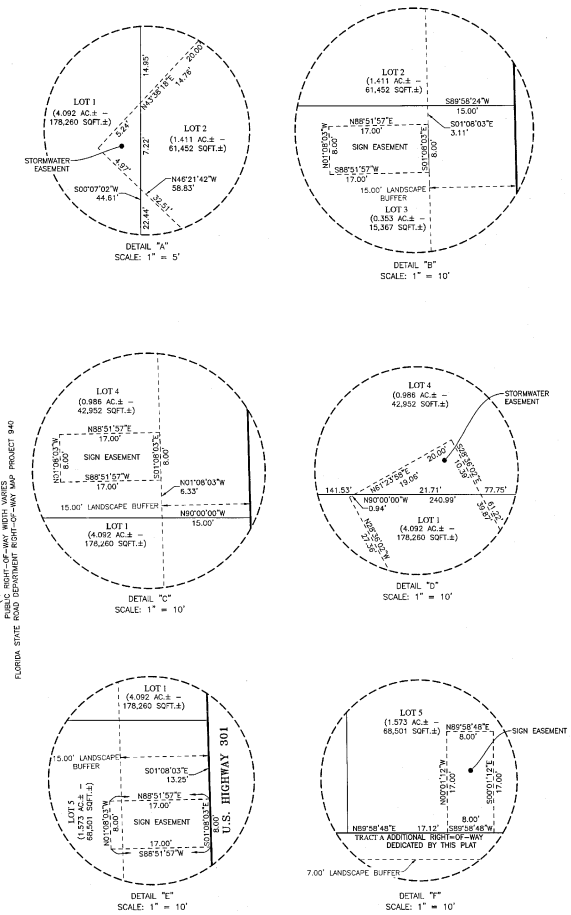
NO.	BEARING	LENGTH
L1	S 00°08'50" W	10.00'
L2	N 01°08'03" W	25.00'



LEGEND:
 □ POUND (P.M.) PERMANENT REFERENCE MONUMENT - 4"X4" CONCRETE MONUMENT WITH DISK 18776
 ○ SET (P.M.) PERMANENT REFERENCE MONUMENT - 1/2" IRON AND DISK 18776
 O.R.B. - OFFICIAL RECORDS BOOK
 P.U.E. - PUBLIC UTILITY EASEMENT
 O.A. - OVERALL
 C.C.R. - CERTIFIED CORNER RECORD
 AC - ACRES
 SQFT - SQUARE FEET

1. PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER UNLAWFUL ENCROACHMENTS OF A PARALLEL-NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (E.G. 10' PUBLIC UTILITY EASEMENT) TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (E.G. 9.99' (E. 7.8' ± 7.89'))

A 1/2 INCH DIAMETER IRON PIPE WITH CAP NO. 187768 WILL BE SET AT EACH LOT CORNER, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES "WITHIN THE TIME ALLOTTED IN 177.00(1)(A), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.



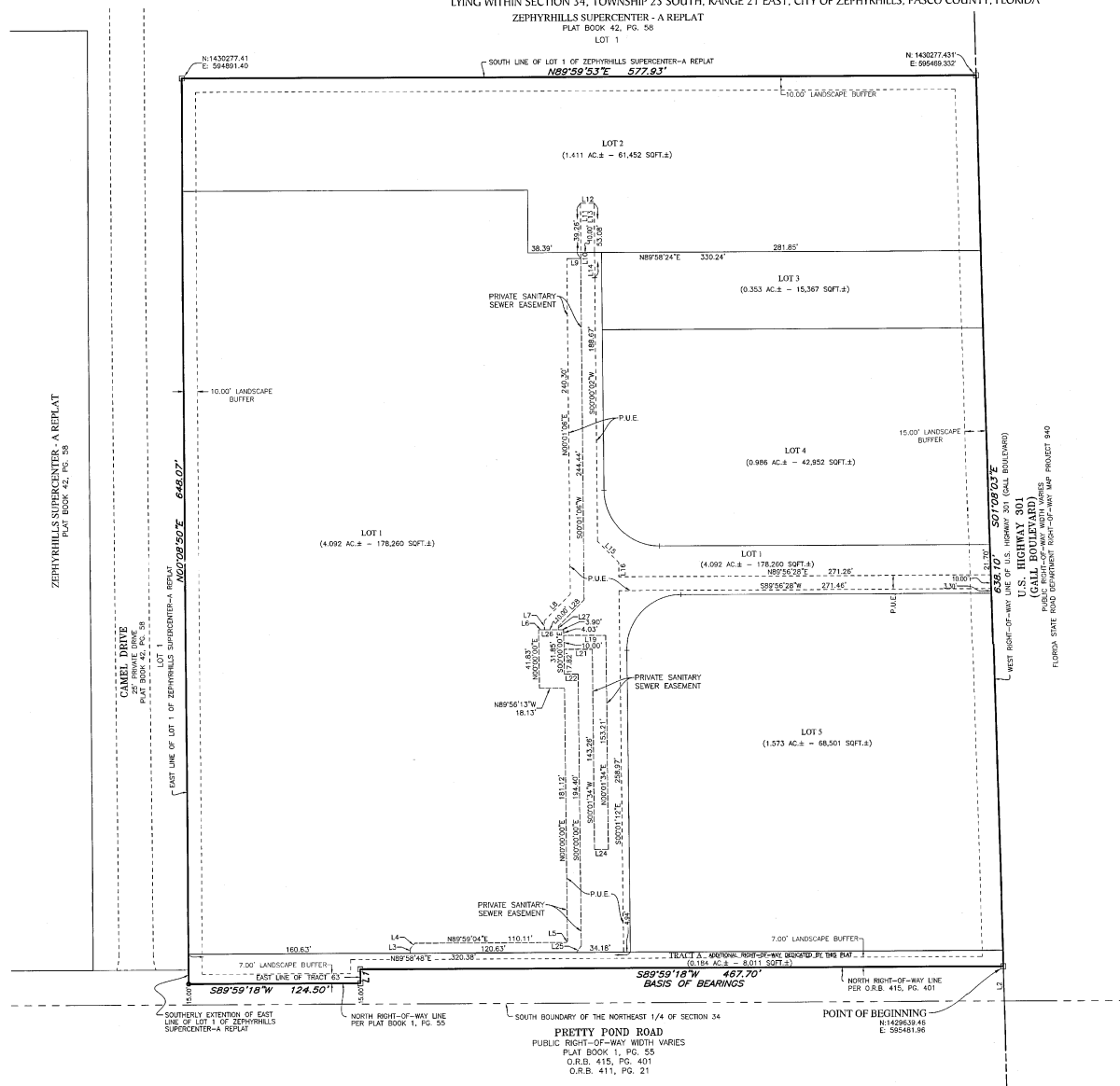
GeoPoint
Surveying, Inc.
 211 Hobbs Street
Tampa, Florida 33619
 Phone: (813) 248-8888
 Fax: (813) 248-2266
 Email: info@geopointsurvey.com
 www.geopointsurvey.com
 SHEET 3 OF 5 SHEETS

MARKET AT ZEPHYRHILLS REPLAT A REPLAT OF LOTS 1, 2, 3, 4, AND 5, MARKET AT ZEPHYRHILLS, AS RECORDED IN PLAT BOOK 90, PAGE 96 THROUGH 100, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA LYING WITHIN SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

ZEPHYRHILLS SUPERCENTER - A REPLAT
PLAT BOOK 42, PG. 58
LOT 1

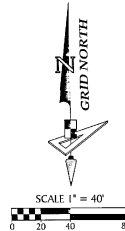
PLAT BOOK PAGE NO.

94 56



NO.	BEARING	LENGTH
L1	S 02°08'50" W	10.00'
L2	N 01°08'03" W	25.00'
L3	N 00°01'12" W	3.29'
L4	N 41°11'15" E	5.05'
L5	N 36°28'26" E	1.21'
L6	N 92°00'00" E	4.27'
L7	N 00°00'00" E	6.54'
L8	N 45°00'00" E	27.01'
L9	S 89°58'54" E	10.07'
L10	S 00°00'04" E	4.27'
L11	N 89°59'56" E	10.00'
L12	S 00°00'04" E	34.99'
L13	S 00°00'04" E	18.09'

NO.	BEARING	LENGTH
L15	S 45°00'00" E	21.49'
L16	S 00°01'21" W	10.28'
L19	N 89°40'08" W	30.50'
L21	S 89°40'08" E	20.55'
L22	S 89°56'13" E	9.96'
L24	S 89°58'28" E	10.00'
L25	S 36°28'26" W	5.92'
L26	N 90°00'00" E	18.17'
L27	S 00°00'00" W	2.39'
L28	S 45°00'00" W	27.01'



LEGEND:
□ FOUND (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH GROUND LITHES
○ SET (P.R.M.) PERMANENT REFERENCE MONUMENT - 1/2" DIA. ALUMINUM LITHES
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
P.U.E. PUBLIC UTILITY EASEMENT
O.A. OVERALL
C.C.R. CERTIFIED CORNER RECORD
AC. ACRES
SQ.FT. SQUARE FEET

PARALLELS OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER DIMENSIONS ARE DIMENSIONS OF A PARALLELS NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (FEET). UTILITY EASEMENTS ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO LESSEAS OR LESSER VALUE (E.G. 5.00' (E. 7.5' - 7.50'))

A 1/2 INCH DIAMETER IRON PIPE WITH CAP NO. L87768 WILL BE SET AT EACH LOT CORNER, POINTS OF INTERSECTION AND CHANGES OF DIRECTION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.09(1)(9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

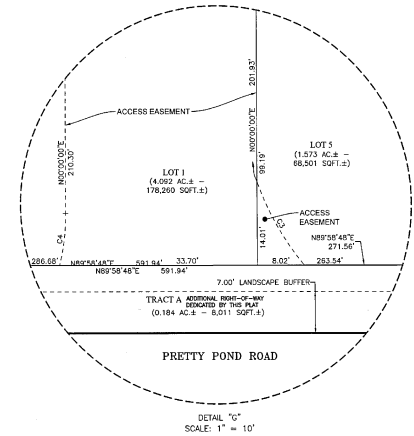
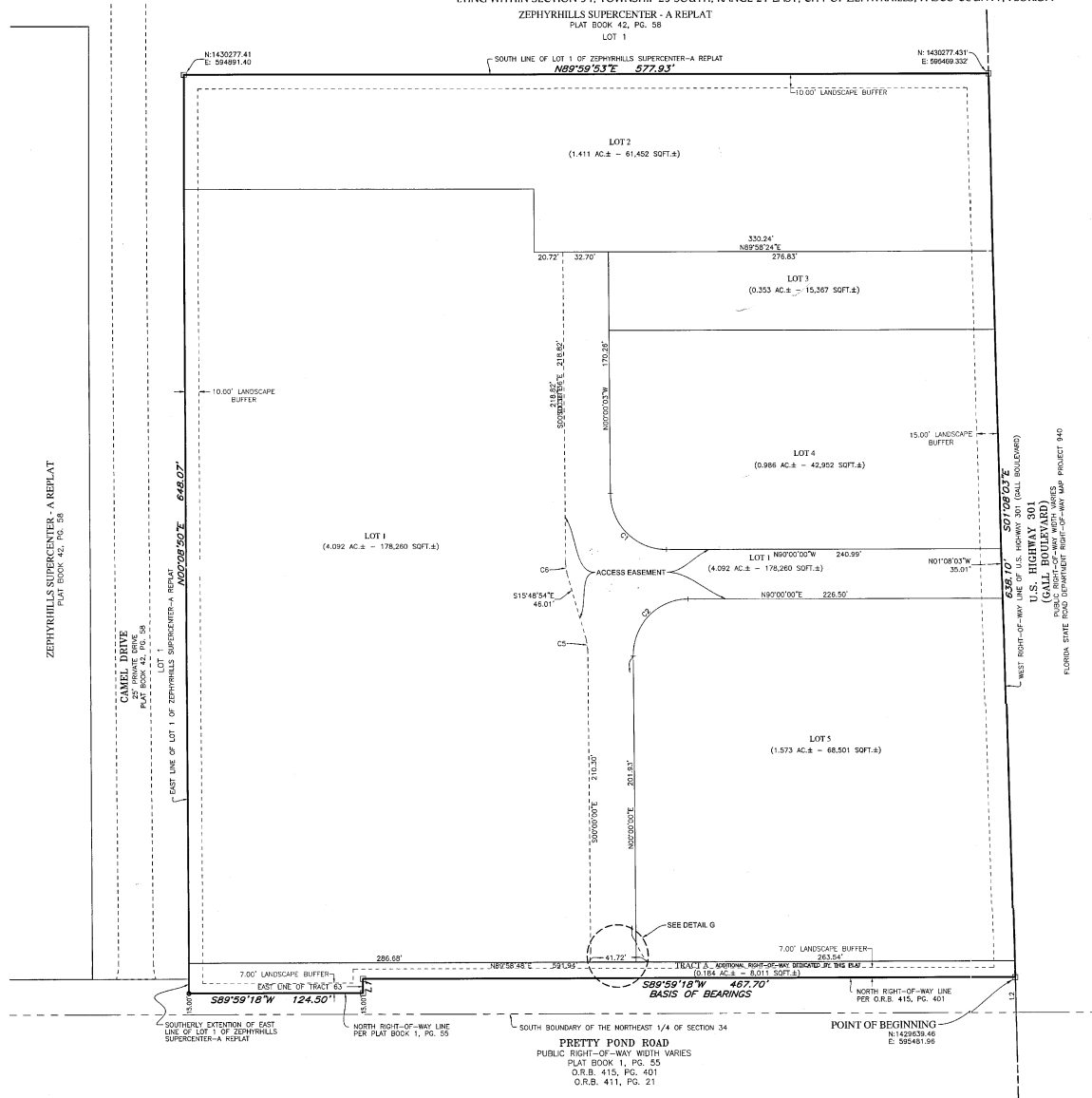
GeoPoint
Surveying, Inc.
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www.geopointsurvey.com
Phone: (813) 248-8888
Fax: (813) 248-2566
License Number: LB 7768
SHEET 4 OF 5 SHEETS

MARKET AT ZEPHYRHILLS REPLAT A REPLAT OF LOTS 1, 2, 3, 4, AND 5, MARKET AT ZEPHYRHILLS, AS RECORDED IN PLAT BOOK 90, PAGE 96 THROUGH 100, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA LYING WITHIN SECTION 34, TOWNSHIP 25 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

ZEPHYRHILLS SUPERCENTER - A REPLAT
PLAT BOOK 42, PG. 58
LOT 1

PLAT BOOK PAGE NO.

94 57



LINE DATA TABLE		
NO.	BEARING	LENGTH
1	S 00°08'50" W	10.00'
2	N 01°08'03" W	25.00'

CURVE DATA TABLE				
NO.	RADIUS	DELTA	ARC	CHORD
C1	40.00'	89°59'57"	62.83'	56.57'
C2	40.00'	90°00'00"	62.83'	56.57'
C3	45.78'	20°18'26"	16.23'	16.14'
C4	35.03'	14°26'35"	8.83'	8.81'
C5	35.00'	15°48'54"	9.66'	9.63'
C6	35.00'	15°48'53"	9.66'	9.63'

LEGEND:
 □ FOUND (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK 187768
 ○ SET (P.R.M.) PERMANENT REFERENCE MONUMENT - MAG NAIL AND DISK 187768
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 P.U.E. PUBLIC UTILITY EASEMENT
 O.A. OVERALL
 C.C. CERTIFIED CORNER RECORD
 AC. ACRES
 SQFT. SQUARE FEET

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER EJECTA DOTTED AND DIMENSIONED TO A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (FEET) BY A DIMENSION LINE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (E.G. 5.00' (FEET) 7.50' (FEET))

A 1/2 INCH DIAMETER IRON PIPE WITH CAP NO. 187768 WILL BE SET AT EACH LOT CORNER, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.09(1)(b), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

GeoPoint
Surveying, Inc.
 213 Hobbs Street
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 Phone: (813) 248-8888
Fax: (813) 248-2266
 www.geopointsurvey.com
 SHEET 5 OF 5 SHEETS

NOTED ITEMS 7.2

49-19-PLT Links at Calusa Springs Maintenance Bond Release

Issue:

An 'engineer of record' *certification of observation inspection* was submitted to the City along with a request for bond release. Staff coordinated with the proper departments within the City, and those departments gave clearance and allowed for the release of the bonds.

Background:

Final Plat was approved by City Council in March 2020.

Attachment(s):

1. 49-19-PLT Links at Calusa Springs Maintenance Bond Release

Fiscal Impact:

N/A

Staff Recommendation:

Information purposes only



April 29, 2024

Mr. Daniel Eshleman
Land Development Manager
K. Hovnanian Orlando Division, LLC
2301 Lucien Way, #260
Maitland, FL 32751

Re: Links at Calusa Springs and Simons Road Crossing Maintenance Bonds Release

Dear Mr. Eshleman,

Please be advised the City Administration approves releasing the maintenance bonds (#LICX1194646 (Links) and #LICX1194603 (Simons Road Crossing)) for the above-referenced project. We have coordinated with the proper departments within the City, and those departments have given clearance and allowed for the release of the bond.

Respectfully,



Rodney V. Corriveau, AICP – Principal Planner

CC: File – 49-19-PLT Links at Calusa Springs



**Engineer of Record Certification
Of Observation Inspection**

To whom it may concern:

I, Mark Grande, a Professional Engineer registered in the State of Florida, with Registration No. 87476, hereby certify that a site observation for the Warranty Bond No. LICX1194603 has been conducted for Links at Calusa Springs S9 T26S R21E, Pasco County, Florida; and that the installed roadway and drainage infrastructure remains in general compliance with the design plans.

If you have any further questions, please do not hesitate to contact our office at (407)-898-1511 or email me at Mark.Grande@kimley-horn.com.

Sincerely,



Mark D. Grande, P.E., State of Florida,
Professional Engineer, License No. 87476

This item has been electronically signed and
sealed by Mark D. Grande, P.E. using a
Digital Signature.

Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.

Mark Grande, P.E.
Project Manager
KIMLEY-HORN AND ASSOCIATES, INC

MAINTENANCE BOND

BY THIS BOND WE, Links at Calusa Springs, LLC, as PRINCIPAL and Lexon Insurance Company, as SURETY, are bound to the City of Zephyrhills, Florida, a political subdivision of the State of Florida, herein called City, in the sum of \$32,241.00 for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if, for a period of one (2) years commencing on the latter of the date upon which a Temporary Construction Easement for Simons Road Crossing is executed by the City, for Links at Calusa Springs, hereinafter called "PROJECT", PRINCIPAL:

1. Maintains all required, approved, or dedicated roads, drainage, water and sewer improvements, and/or other improvements within the limits of the Simons Road Crossing PROJECT; and
2. Repairs or replaces all such improvements which are found by the Director of Public Works not to comply with CITY approvals or requirements, or which are found to be deficient in materials, workmanship, or structural integrity under City, State, or Federal regulations, whichever may be applicable, or industry standards; and
3. Submits a written request for an inspection of improvements within the limits of the Temporary Construction Easement for the Simons Road Crossing to the Public Works Department at least sixty (60) days prior to the termination of the completion of the one (2) year maintenance period referenced above; and
4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of Subparagraphs 1 and 2 above; then this obligation shall be void. Otherwise, it remains in full force and effect.

IT IS FURTHER understood that should the City be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL and SURETY shall be responsible for attorney's fees and court costs incurred by the City.

DATED: March 25, 2020

WITNESS AS TO PRINCIPAL:

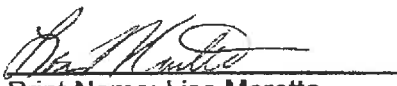
PRINCIPAL: Links at Calusa Springs, LLC

Print Name:

BY: _____
Print Name & Title:

WITNESS AS TO SURETY:

SURETY: Lexon Insurance Company


Print Name: Lisa Marotta

BY: 
Christine Marotta, Attorney-in-Fact

There shall be no release of this maintenance bond without a written release from the City of Zephyrhills Public Works Department

ACKNOWLEDGMENT OF SURETY

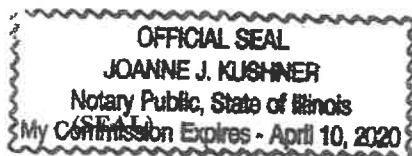
STATE OF ILLINOIS

COUNTY OF COOK

MAR 25 2020

On _____, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Lexon Insurance Company, a corporation organized and existing under the laws of the State of Texas that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.





Notary Public

COOK County, ILLINOIS



POWER OF ATTORNEY

2775

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Christine Marotta, Debra Kohlman, Thomas Pluss, Lisa Marotta** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TEN MILLION Dollars (\$10,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



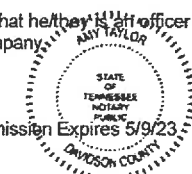
Bond Safeguard Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25th day of March 20 20

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



**Engineer of Record Certification
Of Observation Inspection**

To whom it may concern:

I, Mark Grande, a Professional Engineer registered in the State of Florida, with Registration No. 87476, hereby certify that a site observation for the Warranty Bond No. LICX1194646 has been conducted for Links at Calusa Springs S9 T26S R21E, Pasco County, Florida; and that the installed roadway and drainage infrastructure remains in general compliance with the design plans.

If you have any further questions, please do not hesitate to contact our office at (407)-898-1511 or email me at Mark.Grande@kimley-horn.com.

Sincerely,



Mark D. Grande, P.E., State of Florida,
Professional Engineer, License No. 87476

This item has been electronically signed and
sealed by Mark D. Grande, P.E. using a
Digital Signature.

Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.

Mark Grande, P.E.
Project Manager
KIMLEY-HORN AND ASSOCIATES, INC

MAINTENANCE BOND

BY THIS BOND WE, Links at Calusa Springs, LLC, as PRINCIPAL and Lexon Insurance Company, as SURETY, are bound to the City of Zephyrhills, Florida, a political subdivision of the State of Florida, herein called City, in the sum of \$60,150.40 for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if, for a period of one (1) year commencing on the latter of the date upon which a Certificate of Completion has been issued by the City, or the date upon which the Performance Bond has been released by the City for the platted subdivision known as Links at Calusa Springs, hereinafter called "PROJECT", PRINCIPAL:

1. Maintains all required, approved, water and sewer improvements, and/or other improvements which were installed in connection with the PROJECT; and
2. Repairs or replaces all such improvements which are found by the Utilities Director not to comply with CITY approvals or requirements, or which are found to be deficient in materials, workmanship, or structural integrity under City, State, or Federal regulations, whichever may be applicable, or industry standards; and
3. Submits a written request for an inspection of improvements to the Utilities Department at least sixty (60) days prior to the termination of the completion of the one (1) year maintenance period referenced above; and
4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of Subparagraphs 1 and 2 above; then this obligation shall be void. Otherwise, it remains in full force and effect.
5. There shall be no release of this maintenance bond without a written release from the City of Zephyrhills Utilities Director.

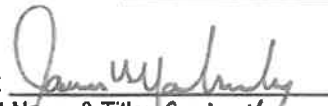
IT IS FURTHER understood that should the City be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL and SURETY shall be responsible for attorney's fees and court costs incurred by the City.

DATED: September 3, 2020

WITNESS AS TO PRINCIPAL:


Print Name:

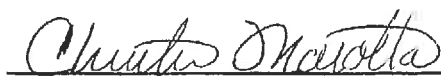
PRINCIPAL: Links at Calusa Springs, LLC

BY: 
Print Name & Title: Controller

WITNESS AS TO SURETY:


Print Name: Lisa Marotta

SURETY: Lexon Insurance Company

BY: 
Print Name & Title: Christine Marotta, Attorney-in-Fact

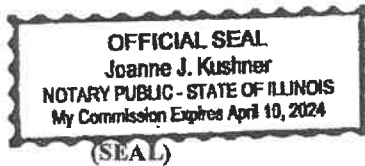
ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

On September 3, 2020, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Lexon Insurance Company, a corporation organized and existing under the laws of the State of Texas that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.



[Signature]
Notary Public

COOK County, ILLINOIS



POWER OF ATTORNEY

2775

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **Christine Marotta, Debra Kohlman, Thomas Pluss, Lisa Marotta** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TEN MILLION Dollars (\$10,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public, My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of September, 2020.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 616-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

From: [Karen Miller](#)
To: [Lori L. Hillman, MMC](#)
Cc: [Jessica Carter](#); [John Bostic III](#); [Tammy McIntyre](#); [William Poe](#)
Subject: Re: Centennial Contractors
Date: Wednesday, May 1, 2024 10:01:39 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

The information sent yesterday replaces the need for an executed agreement. There will be no executed agreement for the Canopy with CCE. The purchase order along with the attachments is sufficient for this project. The Agreement signed by Council was initiated as our normal practice when later learned this is covered by the information sent in the 4/30/2024 PO and attachments. This only pertains to the Coop with Sourcewell/Gordian and CCE. The details was explained in full and approved by the City Manager.



Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536
FAX: 813-780-0005
ci.zephyrhills.fl.us



Disclaimer: Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Lori L. Hillman, MMC <LHillman@ci.zephyrhills.fl.us>
Sent: Wednesday, May 1, 2024 9:53 AM
To: Karen Miller <KMiller@ci.zephyrhills.fl.us>
Cc: Jessica Carter <JCarter@ci.zephyrhills.fl.us>; John Bostic III <JBostic@ci.zephyrhills.fl.us>; Tammy McIntyre <TMcIntyre@ci.zephyrhills.fl.us>
Subject: RE: Centennial Contractors

Thank you for resending the information I received yesterday. Will an executed copy of the Agreement created by the City's Attorney that was approved and signed by Council President Burgess be returned for our files or does the information sent replace the need for the agreement.

Thank you,



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From: Karen Miller <KMiller@ci.zephyrhills.fl.us>
Sent: Wednesday, May 1, 2024 9:43 AM
To: Lori L. Hillman, MMC <LHillman@ci.zephyrhills.fl.us>
Cc: Jessica Carter <JCarter@ci.zephyrhills.fl.us>
Subject: Fw: Centennial Contractors

This was forwarded to you yesterday. Resending.

Thank you,

Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536

image

FAX: 813-780-0005
ci.zephyrhills.fl.us



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From: Karen Miller <KMiller@ci.zephyrhills.fl.us>

Sent: Tuesday, April 30, 2024 9:34 AM

To: Tammy McIntyre <TMcIntyre@ci.zephyrhills.fl.us>

Cc: Lori L. Hillman, MMC <LHillman@ci.zephyrhills.fl.us>; John Bostic III <JBostic@ci.zephyrhills.fl.us>; OJ Kurk <OKurk@ci.zephyrhills.fl.us>; Jessica Carter <JCarter@ci.zephyrhills.fl.us>

Subject: Re: Centennial Contractors

Attached is the documentation for the Canopy. Page 8 has the signature page. Have not received a signed page with CCE's signature. Maybe John or OJ can obtain. Based on this project there will be no City Agreement per approval by City Manager.

From CCE:

EXTERNAL EMAIL

Karen,

I have sent the PO to be recorded and processed internally. I have also requested a Bond to be issued for this project and once that is completed it will be sent to Tony to record at Pasco County and then delivered to you after recording. Also, once the PO is signed and sent back, we will begin our construction buy-out process and will start gathering all the submittals and proceeding with the engineered documents. I noticed that on the original schedule we were anticipating a PO around 4/1/24 as a best guess when we submitted the original proposal. I have attached an updated schedule based off the new PO date. Tony is in the process of confirming lead times but also once we complete issuing the subcontracts we will revise the schedule again based off of new dates and we should be able to save some time on the back end.

Thank you,

image

Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536
FAX: 813-780-0005
ci.zephyrhills.fl.us



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From: Karen Miller

Sent: Tuesday, April 30, 2024 8:47 AM

To: Tammy McIntyre <TMcIntyre@ci.zephyrhills.fl.us>

Cc: Lori L. Hillman, MMC <LHillman@ci.zephyrhills.fl.us>

Subject: Centennial Contractors

I will, later this week, provide Lori the information to put in the contract file. I will copy you on this.

Thank you,

Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536

CITY OF ZEPHYRHILLS
Waste Water Facility Canopy

1. AGREEMENT

THIS AGREEMENT is made and entered into this Monday March 25 2024 by and between the **CITY OF ZEPHYRHILLS**, a Florida corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 "City") and **CENTENNIAL CONTRACTORS ENTERPRISES, INC.**, a Florida Corporation authorized to do business in the State of Florida, having its principal office at 11111 Sunset Hills Road, Suite 350 Reston, VA 20190 called CONTRACTOR. The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

2. RECITALS

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

3. CONTRACT DOCUMENTS

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

A. Sourcewell Gordian EZIQC Contract No: FL-R8-GC07-111821-CCE, "**Exhibit A**".

4. TERM OF AGREEMENT

Subject to authorized adjustments, the Term of this Agreement shall be up to a maximum of nine (9) months from Notice to Proceed. During the pre-project meeting the awardee will provide the Owner the number of weeks which will take for the equipment to be delivered. Once delivered a Notice to Proceed will be issued which will start the twenty (20) calendar days.

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

5. COMPENSATION

Contract is awarded to a maximum of \$144,118.05. Compensation for services shall be as per outlined in Contractors response, attached as Exhibit A. The City will be processing payments via ACH/EFT. (See Forms)

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

6. SCOPE OF SERVICES

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

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

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

Contractor shall not subcontract part(s) of the work, the aggregate cost of which is greater than 50 percent of the contract price, without prior written approval by Owner. Contractor shall cause appropriate provisions to be inserted in each subcontract making the Owner and Engineer a third party beneficiary of such subcontract and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provision of the Contract Documents. Each Subcontractor shall discharge all duties and responsibilities of Contractor to Owner covered by his subcontract.

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

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

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

7. TERMINATION RIGHTS

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

8. INDEPENDENT CONTRACTOR

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

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers'

compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

9. CONFLICTS OF INTEREST

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

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

10. DEFAULT

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

11. NOTICES

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

To CONTRACTOR:

Centennial Contractors Enterprises, Inc
Addison Deckard - 239-322-0254
11111 Sunset Hills Road, Suite 350
Reston, VA 20190

To CITY:

City of Zephyrhills
ATTN: William C. Poe, Jr., City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

And,

City of Zephyrhills
ATTN: Matthew E. Maggard, City Attorney
5335 8th Street
Zephyrhills, Florida 33542
mmaggard@ci.zephyrhills.fl.us

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

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

CENTENNIAL CONTRACTORS ENTERPRISES, INC.

12. PUBLIC RECORDS

IF THE CONTRACTOR/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.

13. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

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

14. INSURANCE

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

as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor as required herein.

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

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

15. FORCE MAJEURE

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

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

16. CHANGE ORDERS

Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted to the City for review and shall incorporate all unchanged terms. Change Orders are a defined written instrument using AIA Document G701-2017 and be prepared by the Contractor and signed by both Contractor and authorized City representative.

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

The Department Director may authorize changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If any minor change or alteration will result in an increase in the Contract Price, the Contractor must submit the proposed change to the City in writing, in the form of a change order.

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

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

17. MISCELLANEOUS PROVISIONS

- A. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- B. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- D. The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.
- E. This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.
- F. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.
- G. The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.
- H. The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.
- I. The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.
- J. This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
- K. The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

- L. All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.
- M. In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.
- N. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

18. HAZARDOUS MATERIALS: ASBESTOS

If potentially hazardous materials or asbestos are encountered, the CONTRACTOR shall have the right to suspend the work and the right, by written notice to the CITY to terminate the work described in Article 1. The CITY shall remain liable for and shall pay all fees and charges incurred under the provision of the AGREEMENT through the date of termination. The CONTRACTOR has no expertise in this area of hazardous materials, including asbestos detection and evaluation. If requested, the CONTRACTOR may engage an independent CONTRACTOR to accomplish any such work on behalf of the CITY. Unless provided otherwise, the CONTRACTOR will not be liable to investigate for or otherwise determine the presence of asbestos.

19. INTERPRETATION: VENUE

This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the subject matter hereof and supersedes all prior verbal or written AGREEMENT(S) between the parties with respect thereto. This AGREEMENT may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This AGREEMENT shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this AGREEMENT, venue shall be in the 6th Judicial District Court for Pasco and Pinellas Counties, Florida, for claims under State law and the Middle District of Florida for any claims which are justiciable in Federal Court.

20. MEDIATION

In the event of a dispute between the parties in connection with this AGREEMENT, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of the District Court for Pasco County, Florida. The fee of mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the dispute.

21. SIGNATURE AUTHORIZATION

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

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

Signed, Sealed and Delivered
In the presence of:

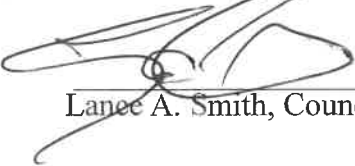
Witness Signature

Print Name

Witness Signature

Print Name

CITY OF ZEPHYRHILLS


Lance A. Smith, Council President

**CENTENNIAL CONTRACTORS
ENTERPRISES, INC**

By: _____
Signature

Name: _____
Print Name

Its: _____
Title



Work Order Signature Document

EZIQC Contract No.: FL-R8-GC07-111821-CCE

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 125255.00

Work Order Date: 03/01/2024

Work Order Title: Zephyrhills - Waste Water Facility Canopy

Owner Name: City Of Zephyrhills

Contractor Name: Centennial Contractors Enterprises, Inc.

Contact: Karen Miller

Contact: Addison Deckard

Phone: 813-780-0000 x3536

Phone: 239.322.0254

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R8-GC07-111821-CCE.

Brief Work Order Description:

Canopy installed at Wastewater facility.

Time of Performance

Estimated Start Date: 06/03/2024

Estimated Completion Date: 07/26/2024

Liquidated Damages

Will apply: ☐

Will not apply: ☒

Work Order Firm Fixed Price: \$144,118.05

Owner Purchase Order Number:

Approvals

04/08/24

Owner City of Zephyrhills Date
Council President Lance A. Smith

Contractor Centennial Contractor's
Enterprises, Inc.

Date

Detailed Scope of Work

To: Addison Deckard
Centennial Contractors Enterprises, Inc.
3200 Cobb Galleria Parkway
Atlanta, GA 30339
239.322.0254

From: Karen Miller
City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33541
813-780-0000 x3536

Date Printed: March 01, 2024

Work Order Number: 125255.00

Work Order Title: Zephyrhills - Waste Water Facility Canopy

Brief Scope: Canopy installed at Wastewater facility.

☐

Preliminary

☐

Revised

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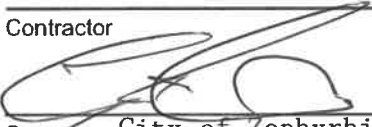
Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached detailed scope of work.

Subject to the terms and conditions of JOC Contract **FL-R8-GC07-111821-CCE**.

Contractor


Owner City of Zephyrhills
Council President Lance A. Smith

Date

04/08/24

Date

Contractor's Price Proposal - Summary

Date:	March 01, 2024		
Re:	IQC Master Contract #:	FL-R8-GC07-111821-CCE	
	Work Order #:	125255.00	
	Owner PO #:		
	Title:	Zephyrhills - Waste Water Facility Canopy	
	Contractor:	Centennial Contractors Enterprises, Inc.	
	Proposal Value:	\$144,118.05	

Section - 01	\$16,671.85
Section - 13	\$89,989.63
Section - 31	\$37,456.57
Proposal Total	\$144,118.05

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 01, 2024

Re: IQC Master Contract #: FL-R8-GC07-111821-CCE
 Work Order #: 125255.00
 Owner PO #:
 Title: Zephyrhills - Waste Water Facility Canopy
 Contractor: Centennial Contractors Enterprises, Inc.
 Proposal Value: \$144,118.05

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$2,200.00
			Installation	Quantity 2,000.00 x Unit Price 1.00 x Factor 1.1000 = Total 2,200.00	
			Permit Fee		
2	01 22 23 00 1036		DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$4,105.59
			Installation	Quantity 3.00 x Unit Price 1,159.77 x Factor 1.1800 = Total 4,105.59	
			Lull for installation of building		
3	01 71 36 00 0004		EA	>1 To 4 Hours On Site, Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or Asphalt	\$2,121.56
			Installation	Quantity 1.00 x Unit Price 1,797.93 x Factor 1.1800 = Total 2,121.56	
			GPRS for 4 hours for 9600 sf.		
4	01 71 36 00 0007		EA	Standard Report For Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or AsphaltIncludes a detailed description of the scope of work , inspection methods, and equipment used. Also includes visuals such as site locations, images of data, and site photos.	\$471.46
			Installation	Quantity 1.00 x Unit Price 399.54 x Factor 1.1800 = Total 471.46	
			GPRS Report		
5	01 74 19 00 0037		CYM	Hauling On Paved Roads, First 15 Miles	\$7,773.24
			Installation	Quantity 6,934.20 x Unit Price 0.95 x Factor 1.1800 = Total 7,773.24	
			462.28CY x 15 Miles for removal of excess Dirl.		
Subtotal for Section - 01					\$16,671.85
Section - 13					
6	13 34 19 00 0016		GSF	18' Eave Height, >30' To 50' Wide Clear Span Rigid Frame Building With 26 Gauge Roofing And Siding	\$77,964.96
			Installation	Quantity 2,400.00 x Unit Price 27.53 x Factor 1.1800 = Total 77,964.96	
			For 60'x40'x18' Pavilion Style Structure with 8' Panels on the 40' sides of the building.		
7	13 34 19 00 0016	0011		For 30 PSF Live Load And 35 PSF (120 MPH) Wind Load, Add	\$18,719.52
			Installation	Quantity 2,400.00 x Unit Price 6.61 x Factor 1.1800 = Total 18,719.52	

Work Order Number: 125255.00
Work Order Title: Zephyrhills - Waste Water Facility Canopy

Contractor's Price Proposal - Detail Page 2 of 3
3/1/2024

Contractor's Price Proposal - Detail Continues..

Work Order Number: 125255.00
Work Order Title: Zephyrhills - Waste Water Facility Canopy

Proposal Total	\$144,118.05
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date: March 01, 2024

Re: IQC Master Contract #: FL-R8-GC07-111821-CCE
Work Order #: 125255.00
Owner PO #:
Title: Zephyrhills - Waste Water Facility Canopy
Contractor: Centennial Contractors Enterprises, Inc.
Proposal Value: \$144,118.05

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

O.J. Kurk,
Wastewater Superintendent
(813) 780-0000
okurk@ci.zephyrhills.fl.us
City of Zephyrhills
39825 Alston Avenue
Zephyrhills, FL 33542



Zephyrhills Wastewater Canopy
Job Order No: 125255.00
Centennial No: 75080-0027

March 1st, 2024

Dear Mr. Kurk,

Enclosed is our proposal to complete the Zephyrhills Wastewater Facility Canopy with drive path. All work to be in accordance with the attached Scope of Work dated 03/01/2024. We propose to complete the Scope of Work for the sum of **\$144,118.05**.

Centennial Contractors Enterprises
3200 Cobb Galleria Pkwy
Suite 210
Atlanta GA 30339

Phone 770 613-2999
Fax 770 613-2992
www.cce-inc.com

The attached project schedule is based on **187** calendar days. Please note due to current Supply Chain issues, material lead times are subject to change.

Please do not hesitate to give me a call if you need any additional information or wish to schedule a meeting to review any element of this proposal.

Respectfully,

Addison Deckard
Project Manager

Jonathan Brown, PMP, CHC, MBA
Program General Manager

cc: File

WE CREATE. WE CARE. WE CAN.
WE MAKE IT WORK.

SCOPE OF WORK

City of Zephyrhills Wastewater Sewer Plant Canopy

**39825 Alston Avenue,
Zephyrhills, Florida 33542**

March 1st, 2024

Summary Scope

The City of Zephyrhills has requested from Centennial Contractors Enterprises, Inc. a proposal to construct a 60'W x 40'L x 18'H prefabricated metal storage canopy on site to prevent further U.V. exposure damage to their current fleet of vehicles.

Referenced Documents:

- N/A

Drawings and Specifications:

- N/A

Detailed Scope of Work:

The contractor shall furnish all materials, equipment, labor, and supervision for the work described below unless noted otherwise.

Site Preparations:

- 1) The owner shall make sure all storage systems are secured and sealed properly to ensure the safety of workers.
- 2) The owner shall clear the construction area of all machinery and equipment.
- 3) The contractor shall complete all necessary grading and compaction of materials for installation of the structure and pathway.
- 4) The design element of this project only includes the metal building design. This scope of work does not include any civil or stormwater analysis or design as none is expected to be required.

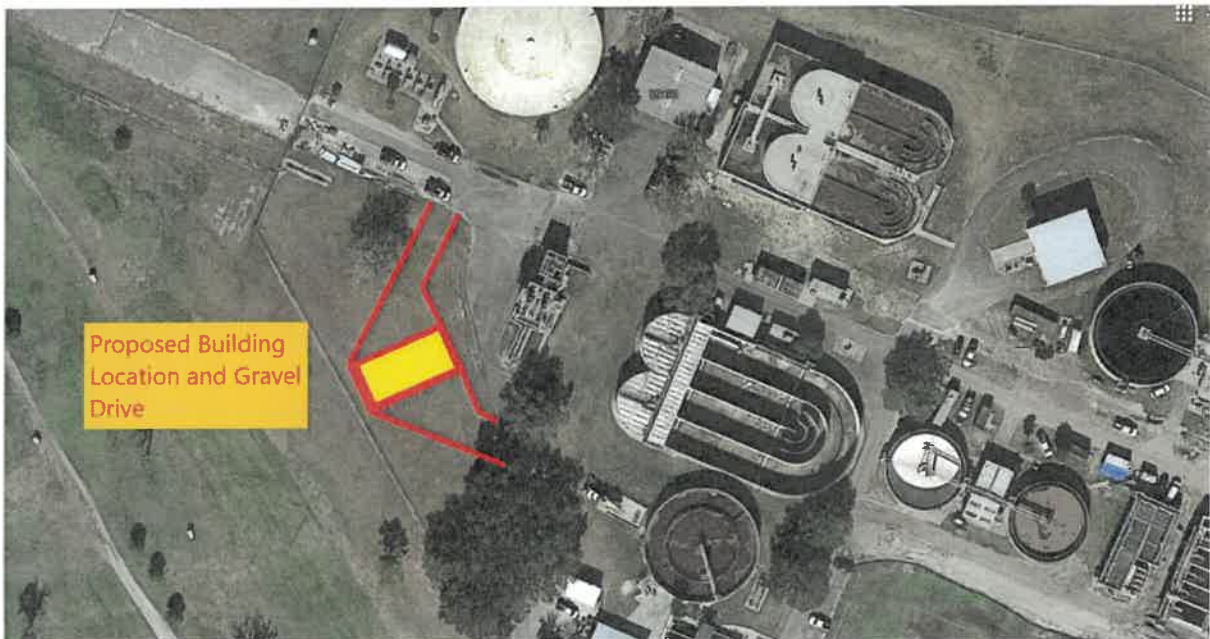
Site Pathway:

- 1) Install crushed limestone driveway loop through the pre-engineered structure connecting to the service road and underneath the structure.
 - a) Contractor to clear and grade topsoil.
 - b) Contractor to install weed barrier fabric.
 - c) Contractor to install a 6" base layer of crush limestone and a 6" top layer of #57 Stone throughout.
 - i) Driveway to be 12' wide where connecting with paved road and taper to the width of the building.

- ii) No culvert or drainage pipe is included where the driveway meets the road since there is no existing drainage ditch in this area.

Pre-engineered Structure:

- 1) Install a pre-engineered aluminum canopy with openings on all sides.
 - a) Canopy to be 40' long by 60' wide by 18' high.
 - i) 9' tall side panels extending down from the top are included on (2) sides.
 - b) Canopy to be installed with 4' drop rods. No concrete footings are included in this scope of work as none are required for this type of canopy.
 - c) No gutters are included with this canopy.
 - d) No bollards are included as none were requested.
 - e) Contractor to supply owner with stamped drawings of proposed canopy to be submitted for permits.
 - i) Canopy to be white in color.
 - f) No plumbing, mechanical, electrical or fire suppression is included.



*Drawing not to scale

Details that Apply to All Work Areas:

1. Submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.

2. Maintain clean work areas at all times. Site must be cleaned every day at the completion of work. Contractors shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishings with magnetic pickup to ensure safety and cleanliness.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at the job site prior to the proposed process start of construction, and during construction.
5. The Contractor shall perform all work, make all deliveries and have access to work areas between 7:30 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractors shall coordinate inspections as required.
6. Contractors shall obtain approvals in advance for all lay down and storage areas.
7. Contractors shall coordinate inspections as required.
8. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
9. Contractor shall not be required to pay Davis Bacon Wage Rates.

Submittals:

1. Contractor shall submit submittals to Owner for approval.
2. Contractor shall submit a schedule showing a proposed duration of construction with the priced proposal package.
3. The Contractor shall submit for approval the manufacturer's cut sheets for materials utilized for this project prior to commencing any work.

Permitting:

At the time of issuance of a Purchase Order for this Work, it is understood that permits are required for this Work. Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Project Schedule:

1. All work shall be completed during normal working hours (7:30am to 5pm) as directed by Owner.
2. Contractor to propose a detailed construction schedule and submit with proposal package.
3. Project construction will be scheduled upon receipt of the PO.

Subcontractors:

Upon issuance of a Purchase Order the Contractor will provide a list of subcontractors it intends to use on the project prior to commencing the work.

Owner Responsibilities:

1. Clear area of all debris as described in scope of work.

2. Coordinate any inspections other than local permitting (i.e. State Fire Marshal, etc.) approvals as necessary.
3. Provide access to the worksite during normal working hours.
4. Provide a staging area for project related materials.
5. Owner shall be responsible for re-routing pedestrian traffic as necessary.
6. Approval of all submittals in a timely manner.

Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. EZIQC master contract document

Contract No.:
PO/Project No.:
Centennial No.: 75080-0027

Zephyrhills Wastewater Canopy

ID	Task Mode	Task Name	Duration	Start	
1		Zephyrhills Wastewater Canopy	187 days	Mon 4/1/24	Zephyrhills Wastewater Canopy
2		Administrative	9 days	Mon 4/1/24	Administrative
3		Owner Issues PO	1 day	Mon 4/1/24	Owner Issues PO
4		CCE Recieves PO	1 day	Tue 4/2/24	CCE Recieves PO
5		CCE Issues Subcontracts	7 days	Wed 4/3/24	CCE Issues Subcontracts
6		Submittals	127 days	Wed 4/10/24	Submittals
7		Gather Submittals	56 days	Wed 4/10/24	Gather Submittals
8		Submit for Approval	1 day	Wed 6/5/24	Submit for Approval
9		Submittal Review	14 days	Thu 6/6/24	Submittal Review
10		Material Lead time	56 days	Thu 6/20/24	Material Lead tin
11		Permitting	29 days	Thu 6/20/24	Permittin
12		CCE Submits for Permit	7 days	Thu 6/20/24	CCE Submits for Perr
13		Owner Reviews Permit	21 days	Thu 6/27/24	Owner Reviews P
14		Owner Issues Permit	1 day	Thu 7/18/24	Own
15		Preconstruction Meeting	3 days	Thu 8/15/24	
16		Construction	20 days	Sun 8/18/24	
17		Mobilization	3 days	Sun 8/18/24	
18		Excavation and grading of site	7 days	Wed 8/21/24	
19		Installation of Pre-fabricated building	3 days	Wed 8/28/24	In
20		Installation of base rock and finish stone	7 days	Sat 8/31/24	Ins
21		Substantial Completion	1 day	Sat 9/7/24	
22		Close Out	28 days	Sat 9/7/24	
23		Final Inspection	7 days	Sat 9/7/24	
24		Punch List Repaire	7 days	Sat 9/14/24	



City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
(813) 780-0000

Bill To
City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Ship To
City of Zephyrhills
Waste Water Treatment Plant
39825 Alston Avenue
Zephyrhills, FL 33542

Vendor
Centennial Contractors Enterprises, Inc.
11111 Sunset Hills Rd Suite 35
Reston, VA 20190

Purchase Order

Fiscal Year 2024

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order Number **20240837**
Purchase Order Date **04/25/2024**
Department **Utilities-Waste Water Div**

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
2393220254	adeckard@cce-inc.com	3217	24000872	

NOTES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WWTP Canopy: Project will comply with the Sourcewell IFB 111821 General Terms and Conditions; Contract Number FL-R8-GC07-111821-CCE; EZIQC Work Order Number 125255.00; City Scope of Work. City is Tax Exempt - Certificate #85-8012740166C-4 A Certificate of Insurance listing the City as an additional Certificate Holder will be submitted to the City listing the description of work to be done. Completion Date will be 187 Days from the Notice to Proceed. 3/29/2024 City Council approved this project with Sourcewell/Gordian/Centennial Contractors GL #: 41003500 - 562000	1.0000	EACH	\$144,118.0500	\$144,118.05

This instrument has been audited in the manner required by local government regulations and laws. Your jurisdiction's specific legal text may be placed in this area.

City Manager

Total Ext. Price \$144,118.05

Purchase Order Total \$144,118.05

City of Zephyrhills
TERMS and CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF ZEPHYRHILLS. WHEN SOLICITATION OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE SOLICITATION/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

Terms: Vendor shall mean the party furnishing the goods, materials, equipment and/or services. City shall mean the City of Zephyrhills. This Purchase Order contains the complete and final agreement between the Vendor and the City to buy the materials/services at the prices stated. No amendments will be made without specific written authorization (change order) issued by the City's Procurement Official.

Vendor is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. City may require proof of such compliance. Vendor shall not assign, or otherwise dispose of its responsibilities under this Purchase Order without prior written approval by the City which may be withheld in the City's sole discretion.

Excusable Delays: The City may as its option grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interest of the City and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

Default: In the event of default by the Seller, City may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess costs occasioned thereby. The following shall be considered a default:

Failure to make complete deliveries within the promised time.

Unauthorized substitution or delivery of goods deemed by the City to be inferior. Inability to the Vendor to fulfill the terms and conditions of this order.

Termination: The City reserves the right to terminate this order in whole or in part for default (a) if Vendor fails to perform in accordance with any of the requirements of this order or (b) if Vendor becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Vendor under any State or Federal law relating to bankruptcy: arrangement, reorganization, receivership or assignment for the benefit of credits. Any such termination will be without liability to the City except for completed items delivered and accepted by the City. Vendor will be liable for excess costs of re-procurement.

The City of Zephyrhills may terminate this Purchase Order without cause at any time upon fifteen (15) calendar days prior written noticed to the Vendor. In the event of termination, the City shall compensate the Vendor for all authorized work satisfactorily and responsibly completed through the termination date.

F.O.B: All materials must be shipped F.O.B. Destination. The City will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR is to PREPAY SHIPPING CHARGES and add to invoice. Delivery must actually be effected within the time stated on Purchase Order, failing which the City reserves the right to cancel this order and purchase elsewhere. In case of default by the Vendor, the City may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense occasioned thereby.

Terms: By acceptance of this order, the Vendor agrees that the payment terms shall be Net 45 unless otherwise stated.

Responsibility: Will not be accepted for any goods delivered or services performed unless covered by a City Purchase Order and contract (if applicable).

Conflict with Contract: In the event that an additional written contract exists between the City and the Vendor for the sale and purchase of the item(s) subject to this purchase, the terms of the contract shall control.

Purchase Order & Contract Number: Must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

Deliveries: To be made during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 4:00 PM Monday through Friday excluding holidays, unless otherwise stipulated. Failure to notify the City concerning the type of delivery will result in the billing to Vendor of any add-on re-delivery, storage or handling charges.

Inspection: All Goods delivered on this order are subject to inspection upon receipt by representative of the City. All rejected commodities shall remain the property of the Vendor and will be returned at the Vendor's expense.

Quantities: Specified in the order cannot be changed without prior written approval of the City. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

Payment Changes: Payments will be made only to the company and address as set forth on order unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

Anti-Discrimination: Vendors doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, disability or age with regard to but not limited to the following : employment practices , rates of pay or other compensation methods, and training selection.

Liability-Copyright/Patent/Trademark: Vendors shall save and hold harmless the City, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the City or used in the performance of this order.

Indemnification/Insurance: Vendor agrees to indemnify, save and hold harmless the City; its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors or assignees arising out of the services provided under this Purchase Order. Seller agrees to maintain insurance sufficient to protect the interest of the City.

Occupational Safety and Health: The Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. . Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: City of Zephyrhills Purchasing, 5335 8th Street, Zephyrhills, FL 33542.

Publicity: No endorsement by the City of the product and/or services will be used by the Vendor in any way, manner or form in product literature or advertising.

Budget: This Purchase Order is subject to the availability of lawfully budgeted and appropriated funds by the City.

Insurance: Vendor shall maintain insurance acceptable to the City for this Purchase Order and shall submit proof of such insurance to the City upon request. Insurance requirements can be obtained from our Building Department at 813-780-0000 ext. 3513.

Invoices must be mailed to City of Zephyrhills, 5335 8th Street, Zephyrhills, Florida 33542.

Taxes: The City is exempt from paying state and local tax when payment is made directly by the City. Department of Revenue Certification Number is 85-8012740166C-4.

Vendor travel expenses which are approved for reimbursement by the City shall be subject to the limitation listed in Government Services Administration (GSA).

Warranty: Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects (whether patent or latent) in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples , if any; and to be fit and sufficient for the purpose intended and to be merchantable . Such warranties, together with all other services warranties of the Vendor, shall run to the City. All warranties shall survive inspection, testing, acceptance of, and payment by the City.

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

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

Any other conditions not contained above will be specified within this Purchase Order.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012740166C-4	07/31/2022	07/31/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF ZEPHYRHILLS
5335 8TH ST
ZEPHYRHILLS FL 33542-4312

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

SCOPE OF WORK

City of Zephyrhills Wastewater Sewer Plant Canopy

**39825 Alston Avenue,
Zephyrhills, Florida 33542**

November 29, 2023

Summary Scope

The City of Zephyrhills has requested from Centennial Contractors Enterprises, Inc. a proposal to construct a 40'W x 70'L x 18'H prefabricated metal storage canopy on site to prevent further U.V. exposure damage to their current fleet of vehicles.

Referenced Documents:

Drawings and Specifications:

- N/A

Detailed Scope of Work:

The contractor shall furnish all materials, equipment, labor, and supervision for the work described below unless noted otherwise.

Scope of Work:

Site Preparations:

- 1) The owner shall make sure all storage systems are secured and sealed properly to ensure the safety of workers.
- 2) The owner shall clear the construction area of all machinery and equipment.
- 3) The contractor shall complete all necessary grading and compaction of materials for installation of the footers, pads, structure, and pathway.
- 4) The design element of this project includes concrete footers and metal building design. This scope of work does not include any civil or stormwater analysis or design as none is expected to be required.

Site Pathway:

- 1) Install crushed limestone driveway loop through the pre-engineered structure connecting to the service road and underneath the structure.
 - a) Contractor to clear and level topsoil.
 - b) Contractor to install weed barrier fabric.
 - c) Contractor to install a 12" base layer of #4 stone and a 6" top layer of #53 Stone throughout.
 - i) Driveway to be 12' wide where connecting with paved road and taper to the width of the building.

Concrete Pads:

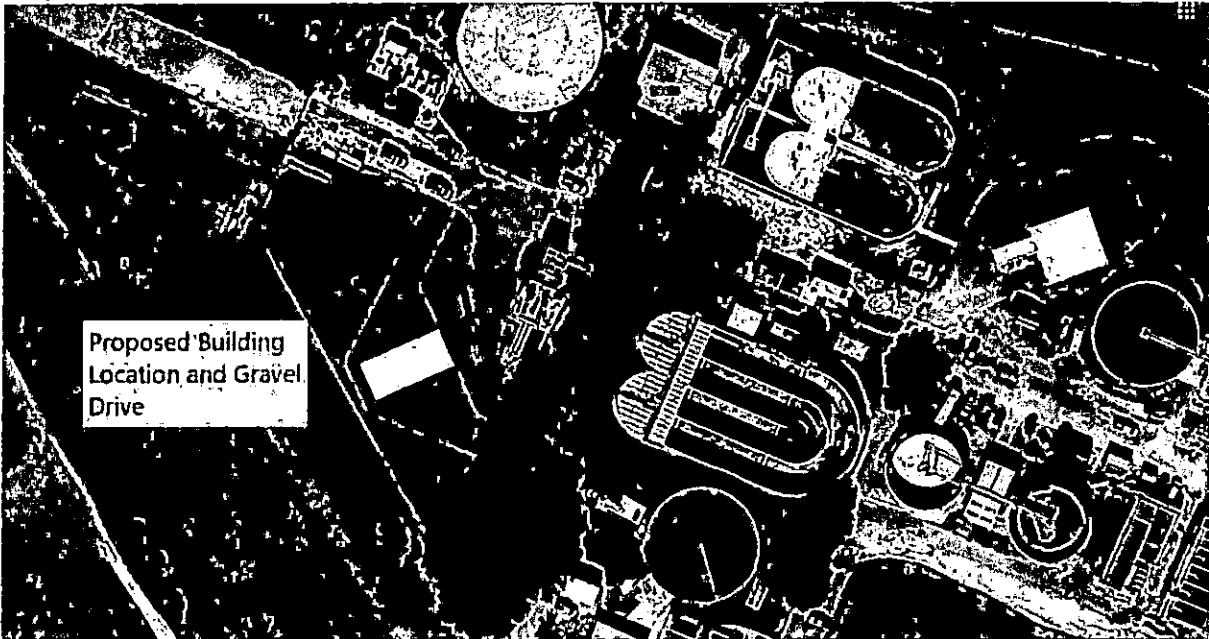
- 1) Compaction testing and any other required third-party testing by owner.

The below specifications are for pricing purposes only.

- 2) Contractor to dig and pour new concrete footers.
 - a) Footers estimated to be 8' x 8' x 3' with 2 layers of #5 rebar spaced equally each way.
 - b) Concrete Footers to be 3,000 PSI with float finish.

Pre-engineered Structure:

- 1) Install a pre-engineered aluminum canopy with openings on all sides.
 - a) Canopy to be 70' long by 40' wide by 18' high.
 - b) Contractor to supply owner with stamped drawings of proposed canopy to be submitted for permits.
 - i) Color to be chosen by owner from standard color offering.
 - c) No plumbing, mechanical, electrical or fire suppression is included.



Details that Apply to All Work Areas:

1. Submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.

2. Maintain clean work areas at all times. Site must be cleaned every day at the completion of work. Contractors shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishings with magnetic pickup to ensure safety and cleanliness.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at the job site prior to the proposed process start of construction, and during construction.
5. The Contractor shall perform all work, make all deliveries and have access to work areas between 7:30 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractors shall coordinate inspections as required.
6. Contractors shall obtain approvals in advance for all lay down and storage areas.
7. Contractors shall coordinate inspections as required.
8. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
9. Contractor shall not be required to pay Davis Bacon Wage Rates.

Submittals:

1. Contractor shall submit submittals to Owner for approval.
2. Contractor shall submit a schedule showing a proposed duration of construction with the priced proposal package.
3. The Contractor shall submit for approval the manufacturer's cut sheets for materials utilized for this project prior to commencing any work.

Permitting:

At the time of issuance of a Purchase Order for this Work, it is understood that permits are required for this Work. Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Project Schedule:

1. All work shall be completed during normal working hours (7:30am to 5pm) as directed by Owner.
2. Contractor to propose a detailed construction schedule and submit with proposal package.
3. Project construction will be scheduled upon receipt of the PO.

Subcontractors:

Upon issuance of a Purchase Order the Contractor will provide a list of subcontractors it intends to use on the project prior to commencing the work.

Owner Responsibilities:

1. Clear area of all debris as described in scope of work.
2. Coordinate any inspections other than local permitting (i.e. State Fire Marshal, etc.) approvals as necessary.
3. Provide access to the worksite during normal working hours.
4. Provide a staging area for project related materials.
5. Owner shall be responsible for re-routing pedestrian traffic as necessary.
6. Approval of all submittals in a timely manner.

Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. EZIQC master contract document

Work Order Signature Document

EZIQC Contract No.: FL-R8-GC07-111821-CCE	
☒ New Work Order	☐ Modify an Existing Work Order
Work Order Number.: 125255.00	Work Order Date: 03/01/2024
Work Order Title: Zephyrhills - Waste Water Facility Canopy	
Owner Name: City Of Zephyrhills	Contractor Name: Centennial Contractors Enterprises, Inc.
Contact: Karen Miller	Contact: Addison Deckard
Phone: 813-780-0000 x3536	Phone: 239.322.0254
Work to be Performed Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R8-GC07-111821-CCE. <u>Brief Work Order Description:</u> Canopy installed at Wastewater facility.	
Time of Performance	Estimated Start Date: 06/03/2024 Estimated Completion Date: 07/26/2024
Liquidated Damages	Will apply: ☐ Will not apply: ☒
Work Order Firm Fixed Price: \$144,118.05	
Owner Purchase Order Number:	

Approvals

	4/25/24		
Owner	Date	Contractor	Date

Detailed Scope of Work

To: Addison Deckard
Centennial Contractors Enterprises, Inc.
3200 Cobb Galleria Parkway
Atlanta, GA 30339
239.322.0254

From: Karen Miller
City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33541
813-780-0000 x3536

Date Printed: March 01, 2024

Work Order Number: 125255.00

Work Order Title: Zephyrhills - Waste Water Facility Canopy

Brief Scope: Canopy installed at Wastewater facility.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached detailed scope of work.

Subject to the terms and conditions of JOC Contract FL-R8-GC07-111821-CCE.

Contractor

Date

Centennial Contractors Enterprises, Inc.

4/25/24

Owner

Date

Contractor's Price Proposal - Summary

Date: March 01, 2024

Re: IQC Master Contract #: FL-R6-GC07-111821-CCE
Work Order #: 125255.00
Owner PO #:
Title: Zephyrhills - Waste Water Facility Canopy
Contractor: Centennial Contractors Enterprises, Inc.
Proposal Value: \$144,118.05

Section - 01	\$16,671.85
Section - 13	\$89,989.63
Section - 31	\$37,456.57
Proposal Total	\$144,118.05

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 01, 2024

Re: IQC Master Contract #: FL-R8-GC07-111821-CCE

Work Order #: 125255.00

Owner PO #:

Title: Zephyrhills - Waste Water Facility Canopy

Contractor: Centennial Contractors Enterprises, Inc.

Proposal Value: \$144,118.05

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$2,200.00
			Installation	Quantity 2,000.00 x Unit Price 1.00 x Factor 1.1800 =	Total 2,200.00
			Permit Fee		
2	01 22 23	00 1036	DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$4,105.59
			Installation	Quantity 3.00 x Unit Price 1,159.77 x Factor 1.1800 =	Total 4,105.59
			Lull for installation of building		
3	01 71 36	00 0004	EA	>1 To 4 Hours On Site, Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or Asphalt	\$2,121.56
			Installation	Quantity 1.00 x Unit Price 1,797.93 x Factor 1.1800 =	Total 2,121.56
			GPRS for 4 hours for 9600 sf.		
4	01 71 36	00 0007	EA	Standard Report For Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or AsphaltIncludes a detailed description of the scope of work, inspection methods, and equipment used. Also includes visuals such as site locations, images of data, and site photos.	\$471.46
			Installation	Quantity 1.00 x Unit Price 399.54 x Factor 1.1800 =	Total 471.46
			GPRS Report		
5	01 74 19	00 0037	CYM	Hauling On Paved Roads, First 15 Miles	\$7,773.24
			Installation	Quantity 6,934.20 x Unit Price 0.95 x Factor 1.1800 =	Total 7,773.24
			462.28CY x 15 Miles for removal of excess Dirt.		
Subtotal for Section - 01					\$16,671.85
Section - 13					
6	13 34 19	00 0016	GSF	18' Eave Height, >30' To 50' Wide Clear Span Rigid Frame Building With 28 Gauge Roofing And Siding	\$77,964.96
			Installation	Quantity 2,400.00 x Unit Price 27.53 x Factor 1.1800 =	Total 77,964.96
			For 60'x40'x18' Pavilion Style Structure with 8' Panels on the 40' sides of the building.		
7	13 34 19	00 0016 0011		For 30 PSF Live Load And 35 PSF (120 MPH) Wind Load, Add	\$18,719.52
			Installation	Quantity 2,400.00 x Unit Price 8.61 x Factor 1.1800 =	Total 18,719.52

Work Order Number: 125255.00
Work Order Title: Zephyrhills - Waste Water Facility Canopy

Contractor's Price Proposal - Detail

Contractor's Price Proposal - Detail Continues..

Work Order Number: 125255.00
Work Order Title: Zephyrhills - Waste Water Facility Canopy

Proposal Total \$144,118.05

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: March 01, 2024

Re: IQC Master Contract #: FL-R8-GC07-111821-CCE
Work Order #: 125255.00
Owner PO #:
Title: Zephyrhills - Waste Water Facility Canopy
Contractor: Centennial Contractors Enterprises, Inc.
Proposal Value: \$144,118.05

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

O.J. Kurk,
Wastewater Superintendent
(813) 780-0000
okurk@ci.zephyrhills.fl.us
City of Zephyrhills
39825 Alston Avenue
Zephyrhills, FL 33542



Zephyrhills Wastewater Canopy
Job Order No: 125255.00
Centennial No: 75080-0027

March 1st, 2024

Dear Mr. Kurk,

Enclosed is our proposal to complete the Zephyrhills Wastewater Facility Canopy with drive path. All work to be in accordance with the attached Scope of Work dated 03/01/2024. We propose to complete the Scope of Work for the sum of **\$144,118.05**.

Centennial Contractors Enterprises
3200 Cobb Galleria Pkwy
Suite 210
Atlanta GA 30339

Phone 770 613-2899
Fax 770 613-2992
www.cce-inc.com

The attached project schedule is based on **187** calendar days. Please note due to current Supply Chain issues, material lead times are subject to change.

Please do not hesitate to give me a call if you need any additional information or wish to schedule a meeting to review any element of this proposal.

Respectfully,

Addison Deckard
Project Manager

Jonathan Brown, PMP, CHC, MBA
Program General Manager

cc: File

WE CREATE. WE CARE. WE CAN.
WE MAKE IT WORK.

SCOPE OF WORK

**City of Zephyrhills
Wastewater Sewer Plant Canopy**

**39825 Alston Avenue,
Zephyrhills, Florida 33542**

March 1st, 2024

Summary Scope

The City of Zephyrhills has requested from Centennial Contractors Enterprises, Inc. a proposal to construct a 60'W x 40'L x 18'H prefabricated metal storage canopy on site to prevent further U.V. exposure damage to their current fleet of vehicles.

Referenced Documents:

- N/A

Drawings and Specifications:

- N/A

Detailed Scope of Work:

The contractor shall furnish all materials, equipment, labor, and supervision for the work described below unless noted otherwise.

Site Preparations:

- 1) The owner shall make sure all storage systems are secured and sealed properly to ensure the safety of workers.
- 2) The owner shall clear the construction area of all machinery and equipment.
- 3) The contractor shall complete all necessary grading and compaction of materials for installation of the structure and pathway.
- 4) The design element of this project only includes the metal building design. This scope of work does not include any civil or stormwater analysis or design as none is expected to be required.

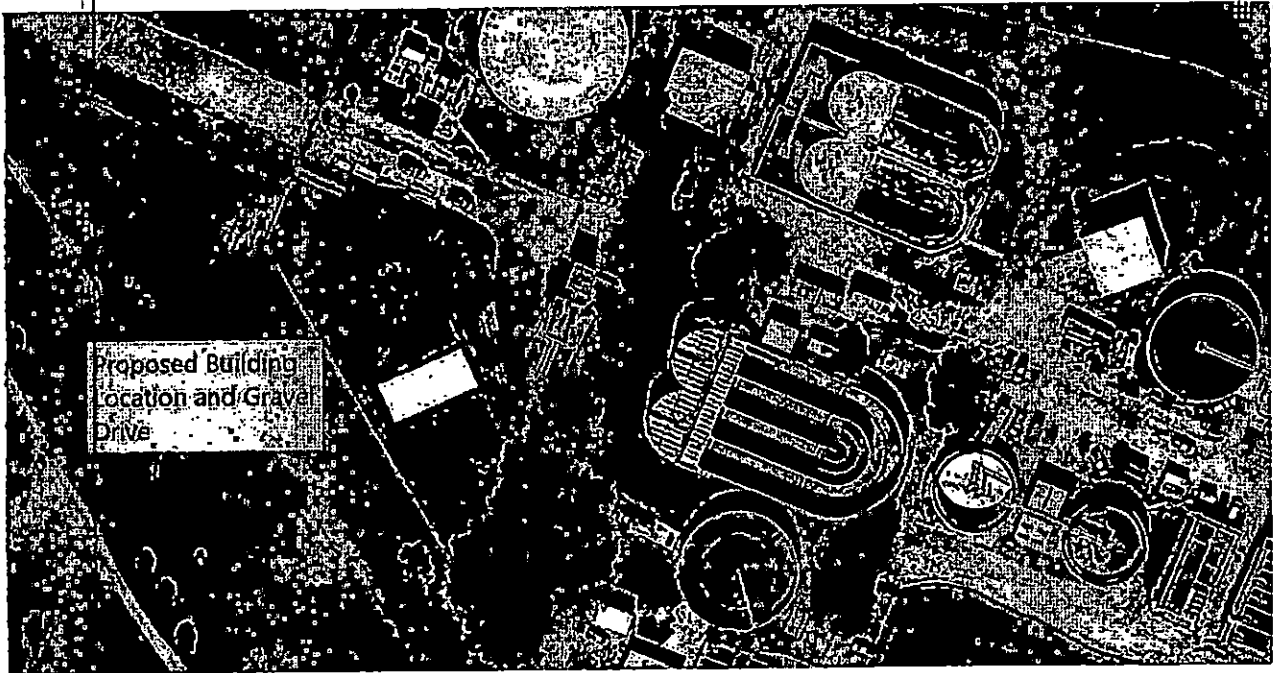
Site Pathway:

- 1) Install crushed limestone driveway loop through the pre-engineered structure connecting to the service road and underneath the structure.
 - a) Contractor to clear and grade topsoil.
 - b) Contractor to install weed barrier fabric.
 - c) Contractor to install a 6" base layer of crush limestone and a 6" top layer of #57 Stone throughout.
 - i) Driveway to be 12' wide where connecting with paved road and taper to the width of the building.

- ii) No culvert or drainage pipe is included where the driveway meets the road since there is no existing drainage ditch in this area.

Pre-engineered Structure:

- 1) Install a pre-engineered aluminum canopy with openings on all sides.
 - a) Canopy to be 40' long by 60' wide by 18' high.
 - i) 9' tall side panels extending down from the top are included on (2) sides.
 - b) Canopy to be installed with 4' drop rods. No concrete footings are included in this scope of work as none are required for this type of canopy.
 - c) No gutters are included with this canopy.
 - d) No bollards are included as none were requested.
 - e) Contractor to supply owner with stamped drawings of proposed canopy to be submitted for permits.
 - i) Canopy to be white in color.
 - f) No plumbing, mechanical, electrical or fire suppression is included.



*Drawing not to scale

Details that Apply to All Work Areas:

- 1. Submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.

2. Maintain clean work areas at all times. Site must be cleaned every day at the completion of work. Contractors shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishings with magnetic pickup to ensure safety and cleanliness.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at the job site prior to the proposed process start of construction, and during construction.
5. The Contractor shall perform all work, make all deliveries and have access to work areas between 7:30 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractors shall coordinate inspections as required.
6. Contractors shall obtain approvals in advance for all lay down and storage areas.
7. Contractors shall coordinate inspections as required.
8. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
9. Contractor shall not be required to pay Davis Bacon Wage Rates.

Submittals:

1. Contractor shall submit submittals to Owner for approval.
2. Contractor shall submit a schedule showing a proposed duration of construction with the priced proposal package.
3. The Contractor shall submit for approval the manufacturer's cut sheets for materials utilized for this project prior to commencing any work.

Permitting:

At the time of issuance of a Purchase Order for this Work, it is understood that permits are required for this Work. Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Project Schedule:

1. All work shall be completed during normal working hours (7:30am to 5pm) as directed by Owner.
2. Contractor to propose a detailed construction schedule and submit with proposal package.
3. Project construction will be scheduled upon receipt of the PO.

Subcontractors:

Upon issuance of a Purchase Order the Contractor will provide a list of subcontractors it intends to use on the project prior to commencing the work.

Owner Responsibilities:

1. Clear area of all debris as described in scope of work.

2. Coordinate any inspections other than local permitting (i.e. State Fire Marshal, etc.) approvals as necessary.
3. Provide access to the worksite during normal working hours.
4. Provide a staging area for project related materials.
5. Owner shall be responsible for re-routing pedestrian traffic as necessary.
6. Approval of all submittals in a timely manner.

Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. EZIQC master contract document

Contract No.:
PO/Project No.:
Centennial No.: 75080-0027

Zephyrhills Wastewater Canopy

ID	Task Mode	Task Name	Duration	Start	Feb	Mar	Qtr 2, 2024 Apr	May
1		Zephyrhills Wastewater Canopy	187 days	Mon 4/1/24	Zephyrhills Wastewater Canopy			
2		Administrative	9 days	Mon 4/1/24	Administrative			
3		Owner Issues PO	1 day	Mon 4/1/24	Owner Issues PO			
4		CCE Recieves PO	1 day	Tue 4/2/24	CCE Recieves PO			
5		CCE Issues Subcontracts	7 days	Wed 4/3/24	CCE Issues Subcontracts			
6		Submittals	127 days	Wed 4/10/24	Submittals			
7		Gather Submittals	56 days	Wed 4/10/24	Gather Submittals			
8		Submit for Approval	1 day	Wed 6/5/24	Submit for Approval			
9		Submittal Review	14 days	Thu 6/6/24	Submittal Review			
10		Material Lead time	56 days	Thu 6/20/24	Material Lead			
11		Permitting	29 days	Thu 6/20/24	Permitting			
12		CCE Submits for Permit	7 days	Thu 6/20/24	CCE Submits for P			
13		Owner Reviews Permit	21 days	Thu 6/27/24	Owner Review			
14		Owner Issues Permit	1 day	Thu 7/18/24				
15		Preconstruction Meeting	3 days	Thu 8/15/24				
16		Construction	20 days	Sun 8/18/24				
17		Mobilization	3 days	Sun 8/18/24				
18		Excavation and grading of site	7 days	Wed 8/21/24				
19		Installation of Pre-fabricated building	3 days	Wed 8/28/24				
20		Installation of base rock and finish stone	7 days	Sat 8/31/24				
21		Substantial Completion	1 day	Sat 9/7/24				
22		Close Out	28 days	Sat 9/7/24				
23		Final Inspection	7 days	Sat 9/7/24				



Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: FL-R8-GC07-111821-CCE

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Centennial Contractors Enterprises**, 11111 Sunset Hills Road, Suite 350, Reston, VA 20191 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Region.

I. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of December 29, 2021, or the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires **December 28, 2022**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract may be extended up to two additional one-year periods upon request of Sourcewell and with written agreement by the Contractor, not to exceed a total of three years.

II. REGION

The Contractor's Region is as follows: Region 8 - North Suncoast Florida

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours Projects:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1800.

B. **Other Than Normal Working Hours Projects:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other

Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2390.

C. **Non pre-priced Adjustment Factor:** To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.2900.

IV. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Geoff Preisman. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0ED2A139D06489

Jeremy Schwartz, CSSBB, CPPO

Title: Chief Procurement Officer

Date: 12/28/2021 | 3:28 PM CST

Centennial Contractors Enterprises

DocuSigned by:
By: Geoff Preisman
C76D8FA310D14AB

Geoff Preisman

Title: President

Date: 12/28/2021 | 1:09 PM PST



**Indefinite Delivery-Indefinite Quantity Construction Contract
General Terms and Conditions
for
Solicitation: IFB #111821
State of Florida**

I. DEFINITIONS

The following definitions apply to all articles of the Contract and General Terms and Conditions.

A. ADJUSTMENT FACTORS. The Contractor's competitively bid price adjustment to the Unit Prices that are published in the Construction Task Catalog. Adjustment Factors are expressed as an increase to or decrease from the Construction Task Catalog's published prices and may be modified periodically during the term of this Contract, through written amendment.

B. BID SAFE. A proprietary software product of Gordian that offers a secure, online construction procurement process. This software may not be applicable in a particular region or project.

C. CONSTRUCTION TASK CATALOG (CTC). The CTC is Gordian's proprietary comprehensive listing of specific construction-related tasks created and customized for the solicitation under which this Contract was awarded. Each task has an assigned specific unit of measurement and Unit Price using current local labor, material, and equipment costs. The CTC, which is incorporated by reference into this Contract, and may be amended periodically during the term of this Contract, upon mutual agreement of the parties.

D. CONTRACT DOCUMENTS. The following documents comprise the Contract Documents in the following order of precedence:

1. Participating Entity's Purchase Order which may include plans, drawings, and supplemental technical specifications
2. Standard specifications of the Participating Entity (if any)
3. This Contract, which also includes the General Terms and Conditions
4. Construction Task Catalog
5. Technical Specifications

E. DAYS. Calendar days, unless specifically stated otherwise.

F. DETAILED SCOPE OF WORK. A document created by the Participating Entity, in conjunction with the Gordian and the Contractor, following a Joint Scope Meeting that details the work the Contractor will perform for a particular Purchase Order.

G. THE GORDIAN GROUP, INC. OR GORDIAN. Sourcewell's designated representative and contract administrator for this Contract. Gordian's support includes preparing Construct Task Catalogs and related technical specifications, providing information management systems, training to contractors, administering fee collection, and assisting with proposal or work order development.

H. HOLIDAYS. Specific days designated as legal holidays of Participating Entity, including those designated holidays under its Project Labor Agreement, and those days that Sourcewell designates as Holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day (December 24), and Christmas Day (December 25); when a holiday falls on a Saturday, the preceding Friday will be observed as a holiday and when it falls on a Sunday, the following Monday will be observed as a holiday.

I. JOINT SCOPE MEETING. The Contractor, Participating Entity representative, and Gordian representative assemble at the Site to discuss the Project and Scope of Work. The Participating Entity will present the Project in detail, with a job site visit by the Contractor, prior to preparing and submitting a Detailed Scope of Work.

J. NON-PRE-PRICED TASK (NPP). A task not included in the Construction Task Catalog, but that is within the general scope and intent of this Contract.

K. PARTICIPATING ENTITY. An entity accessing this Contract in order to accomplish the work with the Contractor. Participating entities include state and local government, education, nonprofit, tribal government, and other public agencies located within the Service Region described in the Contract.

L. PRICE PROPOSAL. The proposed pricing document prepared for the Participating Entity by the Contractor using the Construction Task Catalog, Adjustment Factors, and appropriate quantities.

M. PROJECT. The work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.

N. PROJECT MANAGER. The person or firm designated by a Participating Entity and authorized to represent the Participating Entity in connection with a signed Purchase Order.

O. PROPOSAL PACKAGE. A group of documents and files consisting of the: Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically requested; list of known Subcontractors; construction schedule; back-up for any Non Pre-Priced Tasks; warranty information on special equipment or materials; and or other such documentation as the Participating Entity may require.

P. PURCHASE ORDER. The document establishing the engagement by the Participating Entity to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time. The Purchase Order may consist of a notice to proceed, signed work order, or other Participating Entity required documentation.

Q. PURCHASE ORDER COMPLETION TIME. The period of time set forth in the Purchase Order by which the Contractor must complete the Detailed Scope of Work.

R. PURCHASE ORDER PRICE. The value of the approved Price Proposal and not to exceed price to be paid to the Contractor by the Participating Entity for completing the Detailed Scope of Work within the Purchase Order Completion Time.

S. REQUEST FOR PROPOSAL. The Participating Entity's written request for a contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work. A request for proposal is not a guarantee of work.

T. SITE. The area upon or in which the Contractor performs the Detailed Scope of Work and such other areas adjacent thereto as may be designated by the Participating Entity.

U. SUBCONTRACTOR. Any person, firm, or corporation, other than employees of the Contractor, that contracts with the Contractor or its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

V. SUPPLEMENTAL PURCHASE ORDER. A purchase order issued to add, delete, or change work from an existing related Purchase Order.

W. TECHNICAL SPECIFICATIONS. The comprehensive listing of standards for quality of workmanship and materials, and the standard for the required quality of the work. The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions per CSI guidelines. Except when substitutions are clearly impermissible, all references in the Technical Specifications or the CTC to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the Contractor those items that will be satisfactory.

X. UNIT PRICE. The price published in the Construction Task Catalog for a task.

Y. WORK. The labor, material, equipment, and services necessary or convenient to the completion of Purchase Order(s).

II. PARTICIPATING ENTITY CONTRACT ACCESS

The benefits of this Contract should be available to all Participating Entities that can legally access the Scope of Work of this Contract. Any entity accessing the benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. The Contractor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole

convenience and that each Participating Entity reserves the right to obtain construction services from any other source.

III. GENERAL CONDITIONS FOR PERFORMING WORK

A. COMPLIANCE.

1. *Legal and Contractual.* The work will be conducted by the Contractor in strict compliance with this Contract and all applicable federal, state, and local laws, regulations, codes, directives, standards, and specifications; this includes, but is not limited to city building codes, the specific Detailed Scope of Work, and Technical Specifications of a Purchase Order. If the Purchase Order specifies a standard that is different or more stringent than a particular law, code, or regulation, the standard set forth in the Purchase Order will control.
2. *Licenses.* The Contractor must maintain valid and current federal, state, and local licenses, bonds, and permits required for the operation of the business that the Contractor conducts with Sourcewell and Participating Entities. The Contractor will keep these documents properly posted at the Site at all times during the performance of the work.
3. *Permits and Filings.* The Contractor will make the necessary arrangements for and obtain all filings and permits required for the work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the city, state or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor will be treated as a reimbursable task to be paid a mark-up of 10%. The Contractor will submit a copy of the receipt for payment of such fees. The 10% mark-up will cover all costs over and above the filing and permit fees, including expeditor fees.

B. PUBLIC FACILITIES, IDENTIFICATION, AND SECURITY REQUIREMENTS. The Contractor's employees may be required to perform work at government-owned facilities, including schools. The Contractor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with the applicable Participating Entity's policies and procedures, and all applicable laws. The Contractor will comply with all identification and security requirements that the Participating Entity may establish.

In the event the Contractor is required to work within a secured facility where labor, material, and equipment must be inspected to pass through a secured perimeter, and all work must be constantly monitored by facility personnel (such as a department of corrections prison) the Contractor will be paid for the labor time lost as a result of such perimeter inspection, as well as any loss of time resulting from a temporary shut down of the work site required by the facility (such as a temporary shut down to move prisoners).

C. CONTRACTOR RECORDS AND REPORTS. The Contractor will maintain accurate and complete records, files and libraries of documents to demonstrate compliance with federal, state, and local regulations, codes, applicable laws listed herein; including manufacturers' instructions and recommendations which are necessary and related to the work to be performed.

The Contractor will prepare and submit required reports, maintain current record drawings, and submit required information to Gordian and/or the Participating Entity, as applicable. The Contractor will provide: materials lists that include trade names and brand names, and model materials lists that include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Purchase Order. Upon full payment for the Project, the documents created by Contractor for the Participating Entity that are specific to the Project will become the property of the Participating Entity; including all applicable intellectual property rights.

D. **GORDIAN IQCC SYSTEM.** Gordian's proprietary IQCC system called ezIQC, is comprised of the eGordian and Bid Safe applications, the CTC, and Technical Specifications. The Contractor will be furnished access to eGordian software to generate the Participating Entity's required Price Proposal using the applicable CTC. Gordian will not charge the Contractor for access to the software or any related software training. The Contractor is granted the following license:

IQCC System License

Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary IQCC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to Sourcwell and the Participating Entities under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcwell expires or terminates, this IQCC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In

the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Participating Entity, this IQCC System License will take precedence.

E. REVIEW OF FIELD CONDITIONS. Before submitting a Price Proposal, the Contractor must: carefully study the Detailed Scope of Work, as well as the information furnished by the Participating Entity; take field measurements of any existing conditions related to the work; and observe any conditions at the Site affecting the Price Proposal. Any design errors or omissions, other errors, inconsistencies, or omissions discovered by the Contractor must be reported promptly to the Project Manager. It is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor must be reported promptly to the Project Manager.

F. PERSONNEL. The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the work. During the performance of the work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

G. SUPERVISION. The Contractor must enforce strict discipline and good order among the Contractor's employees and other persons carrying out the work. The Contractor will supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor will evaluate the Site safety thereof and, except as stated below, will be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor will give timely written notice to the Project Manager and will not proceed with that portion of the work without further written instructions from the Project Manager.

The Contractor will be responsible to the Participating Entity for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor will be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive subsequent work.

H. WORKMANSHIP AND QUALITY. The Contractor may make substitutions only with the written consent of the Project Manager. The Contractor will not permit employment of unfit persons or persons not skilled in the portions of the work assigned to them.

I. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

1. Shop drawings, product data, samples, and similar submittals are not considered as Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals that are not required by the Contract Documents may be returned by the Project Manager without action.
2. The Contractor must review for compliance with the Contract Documents, approve and submit to the Project Manager shop drawings, product data, samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of the Participating Entity or of separate contractors. Submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Project Manager without action.
3. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that it has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.
4. The Contractor must perform no portion of the work for which the Contract Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Project Manager.
5. The work will be performed in accordance with approved submittals except that the Contractor will not be relieved of responsibility for deviations from requirements of the Contract Documents by the Project Manager's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Project Manager in writing of such deviation at the time of submittal and a) the Project Manager has given written approval to the specific deviation as a minor change in the work, or b) a Supplemental Purchase Order or written notice has been issued authorizing the deviation. The Contractor will not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Project Manager's approval thereof.
6. The Contractor will direct specific attention, in writing or on resubmitted in shop drawings, product data, samples or similar submittals, to revisions other than those

requested by the Project Manager on previous submittals. In the absence of such written notice the Project Manager's approval of a resubmission will not apply to such revisions.

7. All costs for normal submittal information (shop drawings, cut sheets, performance information, installation or erection drawings, etc.) are included in the CTC line item costs.
8. The Contractor will not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically requested by the Participating Entity and required by the Detailed Scope of Work; or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures, and such services are approved by the Participating Entity. The Contractor will not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Participating Entity will specify all performance and design criteria that such services must satisfy, and the costs associated with such services will be represented by including the appropriate tasks from the CTC. The Contractor will cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, will bear such professional's written approval when submitted to the Project Manager. The Participating Entity will be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Participating Entity has specified to the Contractor all performance and design criteria that such services must satisfy. The Project Manager will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor will not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work. The Participating Entity will have the right to provide, or designate a representative to provide, any architectural or engineering services necessary for completion of the Work.

J. CUTTING AND PATCHING.

1. The Contractor will be responsible for cutting, fitting, or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.
2. The Contractor will not damage or endanger a portion of the work, or fully or partially completed construction of the Participating Entity or separate contractors, by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor will not cut or otherwise alter such construction by the Participating Entity or a separate contractor except with written consent of the Participating Entity and of such separate contractor. The Contractor will not unreasonably withhold from the Participating Entity

or a separate contractor the Contractor's consent to cutting or otherwise altering the work.

K. CLEAN UP.

1. The Contractor will keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Purchase Order. At completion of the work, the Contractor will remove from and about the Site all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
2. If the Contractor fails to clean up, the Participating Entity may do so, and the cost thereof will be charged to the Contractor.

L. ACCESS TO THE WORK. The Contractor will provide the Project Manager access to the work at all times.

M. SUBCONTRACTORS.

1. The Contractor, as soon as practicable after award of the Purchase Order, will furnish in writing to the Project Manager the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the work. The Project Manager will promptly reply to the Contractor in writing stating whether or not, after due investigation, the Contractor has reasonable objection to any such proposed person or entity. Failure of the Project Manager to reply promptly will constitute notice of no reasonable objection.
2. The Contractor will not subcontract with a proposed person or entity with whom the Participating Entity or Project Manager has made reasonable and timely objection. Similarly, the Contractor will not be required to subcontract with anyone with whom the Contractor has made reasonable objection.
3. If the Participating Entity or Project Manager has reasonable objection to a subcontractor proposed by the Contractor, the Contractor will propose another to whom the Participating Entity or Project Manager has no reasonable objection.

N. COORDINATION WITH OTHER CONTRACTORS.

1. The Participating Entity reserves the right to perform construction or operations related to the Purchase Order with the Participating Entity's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.
2. The Participating Entity will provide for coordination of the activities of the Participating Entity's own forces and of each separate contractor with the work of the Contractor, who will cooperate with them. The Contractor will participate with other separate contractors and the Participating Entity in reviewing their construction schedules when directed to do so. The Contractor will make any revisions to the construction schedule

deemed necessary after a joint review and mutual agreement. The construction schedules will then constitute the schedules to be used by the Contractor, separate contractors, and the Participating Entity until subsequently revised.

O. PROPRIETARY RIGHTS, PATENT AND COPYRIGHT INFRINGEMENT.

1. Contractor will defend any action or proceeding brought against Sourcewell or any Participating Entity based on any assertion or claim that the Work, or any part thereof, or the operation thereof or use of the Work or any part thereof, constitutes infringement of any third party proprietary rights, trademark, patent or copyright, now or hereafter issued "Proprietary Rights." Contractor will defend, indemnify and hold harmless Sourcewell or any Participating Entity from and against all damages and costs, including attorney's fees, awarded against Sourcewell or Participating Entity or Contractor in any such action or proceeding. Contractor further agrees to keep Sourcewell and any Participating Entity informed of all developments in the defense of such actions or proceedings.
2. In the event a Participating Entity is enjoined from the completion of the Work, or any part thereof in connection with any claim of infringed proprietary rights, Contractor will at its sole expense take reasonable steps to procure the right or license to operate or use the Work. If Contractor cannot so procure the aforesaid right within a reasonable time, Contractor will then, promptly at Contractor's option and Contractor's expense and in consultation with the Participating Entity, (a) modify the Work so to avoid infringement of any Proprietary Rights; or (b) replace said Work with Work that does not infringe or violate any such Proprietary Rights.
3. Sections 1 and 2 above will not be applicable to any action or proceeding based on infringement or violation of a Proprietary Right (a) relating solely to a particular process or the product of a particular manufacturer specified by the Participating Entity and such processes or products are something other than that which has been offered or recommended by Contractor to the Participating Entity; or (b) arising from modifications to the Work by the Participating Entity or its agents after acceptance of the Work.

P. REQUESTS OF EXTENSION OF TIME.

1. The Purchase Order Completion Time will be extended for such reasonable time as the Project Manager may determine, if the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by:
 - An act or neglect of the Participating Entity or its Project Manager, their employees, or agents
 - A separate contractor employed by the Participating Entity
 - Changes ordered in the work by the Participating Entity
 - Labor disputes or civil unrest
 - Fire
 - Unusual delay in deliveries
 - Unavoidable casualties or other causes beyond the Contractor's control
 - Other causes for which the Project Manager may determine justify a delay

2. The Contractor will not make any claim for damages for the delay in the performance of any Purchase Order occasioned by any act or omission of the Participating Entity, Project Manager, or any of their representatives; and agrees that any such claim will be fully compensated for by an extension of time as provided herein.

Q. PARTIAL OCCUPANCY OF TIME.

1. The Participating Entity may occupy or use any completed or partially completed portion of the work at any stage when it is consented to by the authorized public authorities having jurisdiction over the work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Participating Entity and the Contractor agree in writing to the conditions of such use, including payment and any other required terms. Consent of the Contractor to partial occupancy or use will not be unreasonably withheld.
2. Immediately prior to such partial occupancy or use, the Participating Entity, the Contractor and Project Manager will jointly inspect the area to be occupied or portion of the work to be used in order to determine and record the condition of the work.
3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the work will not constitute acceptance of work that does not comply with the requirements of the Contract Documents.

R. PROTECTION OF PERSONS AND PROPERTY. The Contractor must take reasonable precautions for safety of, and will provide reasonable protection to prevent damage, injury, or loss to:

1. Employees on the work and other persons who may be affected thereby;
2. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
3. Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor will erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Participating Entity and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor will exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor will promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Participating Entity or Project Manager or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor will designate a responsible member of the Contractor's organization at the Site whose duty will be the prevention of accidents. This person will be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Project Manager.

The Contractor will not permit any part of the construction or Site to be loaded in a manner that endangers safety.

S. HAZARDOUS MATERIALS.

1. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor will, upon recognizing the condition, immediately stop the work in the affected area and report the condition to the Project Manager in writing.
2. The Participating Entity will obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Participating Entity will furnish in writing to the Contractor and Project Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor and the Project Manager will promptly reply to the Participating Entity in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Participating Entity. If either the Contractor or Project Manager has an objection to a person or entity proposed by the Participating Entity, the Participating Entity will propose another to whom the Contractor and the Project Manager have no reasonable objection. When the material or substance has been rendered harmless, the work in the

affected area will resume upon written agreement of the Participating Entity and Contractor. The Purchase Order Completion Time will be extended appropriately.

3. The Participating Entity will not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

T. TESTS AND INSPECTIONS.

1. Tests, inspections and approvals of portions of the work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction will be made at an appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Participating Entity, or with the appropriate public authority. The Contractor will give the Project Manager timely notice of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures.
2. If the Project Manager, Participating Entity, or public authorities having jurisdiction determine that portions of the work require, through no fault of the Contractor, additional testing, inspection or approval, the Project Manager will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Participating Entity, and the Contractor will give timely notice to the Project Manager of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures. Such costs will be at the Participating Entity's expense.
3. If such procedures for testing, inspection or approval reveal failure of the portions of the work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Project Manager's services and expenses will be at the Contractor's expense.
4. Required certificates of testing, inspection or approval will, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Project Manager.
5. If the Project Manager is to observe tests, inspections or approvals required by the Contract Documents, the Project Manager will do so promptly and, where practicable, at the normal place of testing.
6. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the work.

U. PARTICIPATING ENTITY'S RIGHT TO STOP WORK AND COMPLETE WORK. A Participating Entity may order the Contractor to stop the work on any Purchase Order, or any portion thereof, at any time for any reason. If the Contractor has been ordered to stop the work, the

Participating Entity may, without prejudice to other remedies, have the work completed by any available means.

V. SURVIVAL OF WORK. Any Purchase Order issued prior to the expiration of this Contract may survive after the expiration of this Contract. This means work may continue to be performed, payments may be made, and the guarantee period may continue.

W. WARRANTY. All work furnished under this Contract will be guaranteed against defective materials and workmanship, improper performance, and non-compliance with the Contract Documents for a period of one year after final acceptance of the work (Warranty Period); except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

During the Warranty Period, the Contractor will repair and replace at Contractor's own expense, all work that may develop defects whether such defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material that is repaired or replaced will have the Warranty period extended for a period of one year from the date of the last repair or replacement.

If the Contractor fails to repair, replace, rebuild, or restore such defective or damaged work promptly after receiving such notice, the Participating Entity will have the right to have the work done by others and to deduct the cost thereof from the monies owed to the Contractor. If the amount owed is insufficient to cover such costs, the Contractor will be liable to pay such deficiency on demand. The Project Manager's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work when performed by one other than the Contractor will be binding and conclusive as the amount thereof upon the Contractor.

The Contractor must obtain all manufacturer's warranties and guarantees of all equipment and materials required by this Contract in the name of the Participating Entity.

IV. SCOPE AND PROCEDURE FOR ORDERING WORK

A. SERVICE REGION. The Contractor will primarily perform work in the Service Region designated at the top of this Contract. However, if the parties agree, the Contractor may work in another area using its awarded Adjustment Factors and appropriate Construction Task Catalogue. If a contractor does not have a contract for the area work in which the work is to be performed, but maintains more than one contract with Sourcewell, it will use the contract that results in the lowest price for the Participating Entity.

B. SCOPE. Work will be offered to the Contractor only through an authorized Purchase Order issued in accordance with this Contract. Purchase Orders will contain the Detailed Scope of Work required for the Contractor to complete the Project for a Participating Entity. The Contractor will provide all pricing, management, incidental drawings, shop drawings, samples, documents, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Purchase Order. The

Contractor will also be responsible for Site safety as well as Site preparation and cleanup during and after construction.

The Contractor is not guaranteed to receive a Purchase Order under this Contract.

C. CONTRACTOR SELECTION METHODOLOGY. After the Participating Entity has developed a draft Scope of Work, it will select a contractor using one of the following methods:

1. *Directly Selecting a Contractor*. Depending upon the procurement requirements of the Participating Entity, it may choose to directly select an available Sourcwell-contracted contractor, or
2. *Use of BidSafe to Select Contractor*. When p available for the Project, the Participating Entity may use Gordian's BidSafe to issue a Request for Quotation to two or more contractors in order to determine the award of a Purchase Order. The use of BidSafe will be subject to Gordian's BidSafe requirements.

D. PURCHASE ORDER COMPLETION PROCESS. Upon selection of a contractor as described in Section C. above, the Participating Entity and Gordian will work with the Contractor to complete the following:

1. **JOINT SCOPING MEETING**. The Contractor will attend the Joint Scope Meeting with the Participating Entity and Gordian to discuss, at a minimum:
 - a. The general Scope of Work
 - b. Alternatives for performing the work and value engineering
 - c. Access to the Site and protocol for admission
 - d. Hours of operation
 - e. Staging area
 - f. Requirements for professional services, sketches, drawings, and specifications
 - g. Construction schedule
 - h. Requirement for bonding
 - i. The presence of hazardous materials
 - j. Date on which the Proposal Package is due
2. **DETAILED SCOPE OF WORK**. Upon completion of the joint scoping meeting, Gordian, the Participating Entity, and the Contractor will work together to create a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Detailed Scope of Work will be the basis on which the Contractor will develop its Proposal Package. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
3. **REQUEST FOR PROPOSALS**. Upon completion of the Detailed Scope of Work, the Participating Entity will issue a Request for Proposal to the Contractor. The Contractor will use Gordian's IQCC System to prepare its Price Proposal.
4. **PROPOSAL PACKAGE CONTENTS**. Upon issuance of the Participating Entity's Request for Proposal, the Contractor will create a Proposal Package that includes:

- a. Price Proposal: The Price Proposal will be based on the following:
- 1) *Pre-Priced Tasks*: Pre-Priced tasks described, and for which a Unit Price is set forth, in the CTC. The Contractor will identify the Task and the quantities required.
 - 2) *Non-Pre-Priced Tasks*: A Non Pre-priced Task is a task that is not in the CTC.
 - a) For Non Pre-Priced Work Performed with the Contractor's Own Forces: The Contractor will submit three independent quotes for all materials to be installed and will provide a breakdown of the labor and equipment costs.

The final price submitted for Non Pre-Priced Tasks will be according to the following formula, and each Non Pre-Priced Task must be supported with the necessary back-up documents including the calculation below:

- i. The hourly rate for each trade classification not in the CTC multiplied by the quantity.
- ii. The rate for each piece of Equipment not in the CTC multiplied by the quantity.
- iii. Lowest of three independent quotes for all materials.

Total Cost for Non-Pre-Priced Tasks performed by contractor's own forces = (i + ii + iii) x Non-Pre-Priced Adjustment Factor.

b) For Non-Pre-Priced Work performed through a Subcontractor: The Contractor must submit three independent bids from Subcontractors. The Contractor may not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use during the Project. The Participating Entity may require additional quotes and bids if the suppliers or Subcontractors are not acceptable or if the prices are not determined to be reasonable. If the Contractor cannot obtain three quotes or bids, the Contractor will provide this information in writing to the Sourcewell Participating Entity for review and approval.

The final price submitted for Non Pre-Priced Work performed through a Subcontractor will be the lowest of three Subcontractor quotes.

The Total Cost for Non-Pre-priced Tasks performed by Subcontractors = Lowest of Three Subcontractor Quotes X Non-Pre-Priced Task Adjustment Factor.

At the discretion of Gordian, Non-Pre-Priced Tasks, as well as other Tasks, may be added to the CTC during the course of the Contract. Unit prices will be established based on actual quotes from material suppliers and installers and fixed as a permanent Pre-priced Task in the CTC.

Gordian's determination as to whether an item is a Pre-Priced Task or a Non-Pre-Priced Task will be final, binding and conclusive as to the Contractor.

The means and methods of construction will be such as the Contractor may choose; subject however, to the Participating Entity's right to reject means and methods proposed by the Contractor that: Will not produce finished work in accordance with the terms of the Contract; or Unnecessarily increases the price of the Purchase Order when alternative means and methods are available.

- 3) *Additional Costs.* In the event the Contractor is required to work within a secured facility where labor, material, and equipment must be inspected to pass through a secured perimeter, and all work must be constantly monitored by facility personnel, such as a prison, the Contractor will be paid for the labor time lost as a result of such perimeter inspection, as well as any loss of time resulting from a temporary shut down of the work site required by the facility, such as a temporary shut down to move prisoners.

The value of the Price Proposal will be calculated by summing the total of the calculations for each Pre-Priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-Priced Tasks.

- b. Incidental drawings, sketches, or specification information,
- c. Quantity take-offs supporting all material quantities,
- d. Catalog cuts providing information on materials or products, as specifically requested,
- e. The list of known Subcontractors,
- f. Construction schedule,
- g. Back-up data for any Non-Pre-Priced Tasks (identified above),
- h. Warranty information on special equipment or materials, and
- i. Other such documentation as the Participating Entity may require.

By submitting a Price Proposal to the Participating Entity, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price it submits. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Participating Entity. However, when trade jurisdiction rules or small quantities, the cost of a minor task in the Price Proposal is less than the cost of the actual labor and material to perform such task, the Participating Entity may permit the Contractor to be paid for such task as a Non-Prepriced Task, or use Prepriced labor tasks and material component pricing to cover the actual costs incurred. Provided that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$5,000.

E. WAGE RATES AND GOALS REQUIRED BY LAW. If other wage rates are required by law (such as prevailing wage), the Contractor must pay such wages to all workers in accordance with the applicable laws. If the Work is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.

The wage rates used in the CTC were the prevailing wage rates, if any, in effect at the time the IFB was issued. If prevailing wage rates are revised prior to completion of the Project, the revised rate will apply to this Contract from the effective date of such revision; however, such revision will not entitle Contractor to any increased compensation under the terms of the Contract.

The Contractor must meet any goals or requirements established by the Participating Entity ordering the work, and/or satisfy the intent of said goals or requirements, with regard to small, local, minority, women, veteran or disadvantaged business enterprises. Additional participation goals may be incorporated into the detailed scope of work.

F. TIME FOR SUBMITTAL OF THE PROPOSAL PACKAGE.

1. The Proposal Package will be submitted by the date indicated on the Request for Proposal. All incomplete Proposal Packages will be rejected. The time allowed for preparation of the Proposal Package will depend on the complexity and urgency of the Project but should average between seven and fourteen days. On complex Projects, such as those requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
2. In emergency situations and for Projects requiring immediate completion, the Proposal Package may be required quickly and the due date will be so indicated on the Request for Proposal or, the Contractor may begin work immediately, with the paperwork to follow.
3. If the Contractor fails to meet the deadline for submittal of the Proposal Package, this may be reason to suspend issuance of this particular Purchase Order.
4. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Proposal Package, the request must be submitted so that the submittal of the Proposal Package is not delayed.

G. REVIEW OF THE PROPOSAL PACKAGE.

1. Gordian and/or the Participating Entity will evaluate the Price Proposal by evaluating the nature and number of Tasks proposed against the agreed upon Detail Scope of Work and will determine the reasonableness of approach. Furthermore Gordian or the Participating Entity may compare the Price Proposal to the cost estimate for the Detailed Scope of Work. Gordian or the Participating Entity reserves the right to reject a Price Proposal based on unjustifiable/unsupported (with take off details) quantities and/or Tasks, schedule, inadequate documentation, or for any other reason.
2. If Gordian and/or the Participating Entity finds any part of the Price Proposal unacceptable, Gordian or the Participating Entity may request the Contractor to re-submit its Price Proposal or cancel the Project. The Contractor is expected to submit correct Price Proposals the first time. Adjustments to the Price Proposal may occasionally need to be made after review by Gordian and the Participating Entity. In

that event, Gordian may permit the Contractor to submit the first Price Proposal and a second Price Proposal for each Purchase Order.

3. Additionally, Gordian and/or the Sourcewell Participating Entity will evaluate all other components of the Proposal Package and may request revisions thereto.
4. Requested revisions to any and all of the Proposal Package components should be made by the Contractor and resubmitted in no more than three working days. If after the second review by Gordian and/or the Participating Entity, Gordian and/or the Participating Entity finds requested revisions to the Proposal Package that were not made, this may be reason to suspend that particular Purchase Order.
5. Failure by the Contractor to submit Proposal Packages, and revisions thereto, in a timely manner (within time frames described above) is grounds for suspension of all future Purchase Orders.
6. The Participating Entity reserves the right to obtain Price Proposals from any or all of the contractors awarded an IQC contract.
7. If the Contractor continues to submit Price Proposals that are rejected by Gordian, Sourcewell may declare the Contractor in default and initiate termination of the Contract.

H. DELIVERY OF THE PROPOSAL PACKAGE. After Gordian reaches an agreement with the Contractor on the Proposal Package and any requested revision thereto, if applicable, Gordian will assemble and deliver the Proposal Package for the Participating Entity's consideration.

If the Contractor submits a Proposal Package with inaccurate Adjustment Factors, the Contractor waives all rights to any further compensation above the Purchase Order Price submitted in the Proposal Package.

The Contractor cannot delay submission of the Proposal Package past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor must use the Adjustment Factors that would have been in effect without the delay.

I. REVIEW OF THE PROPOSAL PACKAGE BY THE PARTICIPATING ENTITY AND ISSUANCE OF PURCHASE ORDER.

1. The Participating Entity will evaluate the entire Proposal Package.
2. The Participating Entity may reject a Proposal Package for any reason.
3. The Participating Entity may request changes to or clarifications of any part of the Proposal Package. A Participating Entity may also require a certificate of insurance or labor, material payment, or performance bonds. The Contractor and Gordian will work together to make any requested revisions in a timely manner and resubmit a revised Proposal Package.

4. Upon approval of the Proposal Package by the Participating Entity, the Participating Entity may issue a signed Purchase Order, Notice of Award, or similar document accepting the Contractor's offer. The document will include:
 - a) Reference to the Detail Scope of Work
 - b) The Purchase Order Price
 - c) Start date, Purchase Order Completion Time (duration) and completion date
 - d) Whether liquidated damages will apply
5. Once the Contractor accepts the Purchase Order, the Contractor may not refuse to perform the work. Such actions may be grounds for termination of this Contract or other disciplinary action at the option of Sourcewell.
6. If performance and payment bonding is required, or if a separate and/or special insurance certificate is required, the Contractor will deliver such requirement to the Participating Entity within 10 days of notification of the requirement.
7. Within two business days of receipt of a Purchase Order from a Participating Entity, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order via email to PO@ezlqc.com or via facsimile to (864) 233-9100.
8. Within two business days of sending an Invoice to a Participating Entity, the Contractor must provide notification to Gordian of each Invoice by forwarding a copy of the Invoice via email to Invoice@ezlqc.com or via facsimile to (864) 233-9100.

J. CHANGES TO THE SCOPE OF WORK.

1. The Participating Entity reserves the right to make, in writing, at any time during the work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. Such changes, deletions, or additions will not invalidate the Contract or the Purchase Order nor release the surety, if any, and the Contractor agrees to perform the work as altered.
2. All changes, deletions, and additions to the Detailed Scope of Work will be reflected in a Supplemental Purchase Order developed and priced in accordance with the procedure for developing and approving all Price Proposals.

K. PUNCH LIST COMPLETION.

1. The Contractor understands and agrees that time is of the essence in closing out the work of each Purchase Order under this Contract. Upon Substantial Completion of the work, the Punch List will be transmitted to the Contractor from the Participating Entity. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.
2. Failure of the Contractor or its Subcontractors to begin the Punch List Work within three business days after receipt of the Punch List will be construed as failure to prosecute the work of the Contract.

3. Punch List Work will be continuously prosecuted once begun and completed within 30 Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages as identified in by the Participating Entity's Purchase Order will apply.

L. BONDS: PAYMENT AND PERFORMANCE OR MATERIAL AND WORKMANSHIP. If required by the Participating Entity for a particular Purchase Order, the Contractor will deliver a Labor and Material Payment Bond and a Performance Bond in the amount of such Purchase Order. If required by the Participating Entity for a particular Purchase Order, the Contractor will deliver Material and Workmanship Bonds in the amount required by the Participating Entity. The bonds must be in a form, and executed by a surety, acceptable to the Participating Entity. The bonds must be received before the Notice to Proceed will be issued. The Contractor will be compensated for the cost of the bonds up to 2% of the Work Order Price through the Reimbursable Fee work task in the Construction Task Catalog. The Contractor will apply a 1.1000 Adjustment Factor to the Reimbursable Fee work task rather than applying the Contractor's competitively bid Adjustment Factor.

M. TERMINATION OF ORDERS. Participating Entities may terminate a Purchase Order, in whole or in part, immediately upon notice to the Contractor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the work
2. Federal or state laws or regulations prohibit the work
3. The Contractor commits any material breach of this Contract or Purchase Order

N. PURCHASE ORDER GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's Purchase Order will be determined by the Participating Entity.

V. ADJUSTMENT FACTORS AND PAYMENTS

A. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS. When applicable, the Contractor will be responsible for paying prevailing wages to all workers in accordance with the applicable laws; and the wage rates in the CTC will be the prevailing wage rates. If the state in which the work is located revises its prevailing rate of hourly wages prior to completion of the Project, the revised rates will apply to this Contract from the effective date of the revision; however, any such revision will not entitle the Contractor to any increased compensation under the terms of this Contract.

If other wage rates are required by law, the Contractor must pay those wages to all workers in accordance with the applicable laws. If the Purchase Order is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.

B. ECONOMIC PRICE ADJUSTMENT. Upon request by the Contractor, or upon the initiative of Gordian, the Contractor's Adjustment Factors may be updated at the time of the periodic extension of this Contract.

1. The Contractor's Adjustment Factors will be calculated according to the following:
 - a. A Base Year Index will be calculated by averaging the 12 month Construction Cost Indices for the average of the 20 cities published in the *Engineering News Record* for the 12 months immediately prior to the month of the Solicitation (e.g., for an April solicitation, the Base Year Index will be April of the prior year to March of the Solicitation year).
 - b. A Current Year Index will be calculated by averaging the 12 month Construction Cost Indices for the average of the twenty cities published in the *Engineering News Record* for the 12 months beginning with the month of anniversary of the Solicitation (e.g., for an April solicitation, the Current Year Index will be April of the prior year to March of the current year).
 - c. The Economic Price Adjustment will be calculated by dividing the Current Year Index by the Base Year Index.
 - d. The Contractor's original Adjustment Factors will be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
 - e. Averages will be obtained by summing the 12-month indices and dividing by 12.
 - f. All calculations in this article will be carried to the fifth decimal place and founded to the fourth decimal place. The following rules will be used for rounding:
 - The fourth decimal place will be rounded up when the fifth decimal place is five or greater.
 - The fourth decimal place will remain unchanged when the fifth decimal place is less than five.
2. *Engineering News Record* occasionally revises indices. *Engineering News Record's* Construction Cost Indices used in the calculations described above will be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an *Engineering News Record* revision. Revised Construction Cost Indices, if any, will be used in subsequent calculations.

C. PARTIAL PAYMENTS.

1. The Contractor may submit a monthly Application for Payment for Work completed to date. The Contractor will submit Certified Payroll Records, and such other supporting documentation as may be required by the Project Manager. The Contractor may be required to submit Certified Payroll Records online. The Project Manager will inspect the work within

a reasonable time and the Participating Entity will make partial payments to the Contractor based on the approved value of completed work.

2. As permitted by the law or policy of the Participating Entity, the Participating Entity may withhold retainage per purchase order until completion of the Project.

3. The Contractor must promptly pay each Subcontractor, upon receipt of payment from the Participating Entity, out of the amount paid to the Contractor on account of such Subcontractor's portion of the work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the work. The Contractor will, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its sub-Subcontractors in a similar manner.

D. FINAL PAYMENTS.

1. The Contractor will notify the Project Manager when the Detailed Scope of Work is complete and ready for final inspection. The Project Manager will promptly make such inspection. If the Project Manager finds the Detailed Scope of Work complete and all final documentation submitted, the Project Manager will notify the Contractor that a final Application for Payment may be submitted.

2. The Contractor may then submit a final Application for Payment. The Contractor will submit Certified Payroll Records and such supporting documentation as may be required by the Project Manager. The Participating Entity will make final payment to the Contractor.

3. Acceptance of final payment by the Contractor, a Subcontractor or material supplier will constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

VI. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. The Contractor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell and Gordian if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell, Gordian, and Participating Entity inquiries; and
- Business reviews with Sourcewell, Gordian, and Participating Entities, if applicable.

B. BUSINESS REVIEWS. The Contractor must perform a minimum of one business review with Sourcewell and Gordian per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

VII. CONTRACT ACTIVITY REPORT AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT ACTIVITY REPORT. The Contractor must report contract activity within eGordian and complete all required fields.

The Report must contain the following fields related to Purchase Orders received from Participating Entities:

- Participating Entity Name,
- Participating Entity's Complete Address,
- Sourcewell Assigned Participating Entity Number,
- Brief Description of the work,
- Transaction Date,
- Total Sales Amount, and
- Applicable Sourcewell Contract Number.

B. ADMINISTRATIVE FEE. The Contractor must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian. The Contractor will pay to Gordian an administrative fee of 7.5% of the total paid by the Participating Entity to the Contractor for the Work.

The Administrative Fee will be remitted monthly by the Contractor to the address below.

The Gordian Group, Inc.
PO Box 74008498
Chicago, IL 60674-8498

The Contractor will be assessed a 1% per month late fee for any Administrative Fees not paid by the due date set forth herein.

In order to audit this section, Sourcewell or Gordian may request records from the Contractor for all work performed under this Contract. If a discrepancy exists between the actual activity and the Administrative Fees paid, Gordian will provide written notification to the Contractor of the discrepancy and allow the Contractor 10 days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of Sourcewell or Gordian, Sourcewell or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records. In the event the Contractor is found not to be in compliance with this Contract, the Contractor will reimburse Sourcewell or Gordian for the cost and expense related to such audit.

In the event the Contractor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any bid or proposal submitted by the Contractor to a Sourcewell or a Participating Entity. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

C. TAXES. The Contractor will pay all sales, consumer, use and other similar taxes required by law for which a valid exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services, or other items purchased in connection with a

Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefor

VIII. ADDITIONAL TERMS

- A. SURVIVAL OF TERMS. The following Articles of these General Terms and Conditions survive the expiration or cancellation of this Contract: III. A, C, O, V, and W; IX; XIII; and XV.
- B. ASSIGNMENT. Neither the Contractor nor Sourcewell may assign or transfer any rights, interest, or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement.
- C. AMENDMENTS. Any amendment of, including extension to, this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.
- G. SEVERABILITY. If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.
- H. GRATUITIES. As it relates to this Contract, or any of the Contractor's efforts to secure this Contract or any of the work that may be offered or assigned hereunder, the Contractor is prohibited from offering or giving gratuities or favors, of any form, to Sourcewell, Gordian, or Participating Entities, including any of their representatives or agents.

Sourcewell may immediately cancel this Contract and notify proper authorities in the event Sourcewell determines that the Contractor or any of its agents offered or gave gratuities or favors of any form, including but not limited to: entertainment, gifts, cash, promise or forgiveness, or any other form of gratuity or favor to any employee or agent of Sourcewell, Gordian, or the Participating Entity.

IX. LIABILITY

The Contractor must indemnify, save, and hold Sourcewell, Gordian, and Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Contractor or its agents or

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employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the work performed and any products provided under this Contract to the extent the work has been used according to its specifications and Project.

X. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Contractor relevant to this Contract for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. The Contractor must provide verifiable documentation and tracking in a timely manner.

XI. GOVERNMENT DATA PRACTICES

The Contractor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell or Gordian under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract.

XII. MARKETING

A. MARKETING. The Contractor must adhere to the following when preparing marketing materials and web sites, and in the use of trademarks and service marks:

1. The Contractor will include the Sourcewell logo and website address on all marketing materials and web sites that mention this Contract or have any relation to this Contract.
2. The Contractor will include Gordian's ezIQ logo, website address (www.ezIQ.com), and ezIQ® telephone number (888-993-9472) on all marketing materials and web sites that mention this Contract.
3. The Contractor is authorized to use Sourcewell's and Gordian's names, logos, trademarks, service marks and other provided materials solely for the presentation and promotion of the availability and use of this Contract to Participating Entities.
4. All publicity and marketing materials must be coordinated with and approved by Sourcewell.
5. The Contractor must not claim that Sourcewell or Gordian endorses its work or services.
6. The Contractor must avoid all conflicts of interest with the promotion of this Contract to any Participating Entity.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract, between the Contractor and Sourcewell, will be governed by Minnesota substantive and procedural law. Venue for all legal proceedings out of this Contract, or its

breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

For any action or claim between the Participating Entity and the Contractor, the governing law and venue will be determined by the Participating Entity accessing this Contract.

XIV. FORCE MAJEURE

Neither party will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party delaying or defaulting under this provision must provide the other party prompt written notice of the delay or default.

XV. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then the parties will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

XVI. PERFORMANCE, DEFAULT AND REMEDIES, AND LIQUIDATED DAMAGES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues. The resolution process is as follows:

1. *Notification*. The Parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, the Parties will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of the Parties.
2. *Escalation*. If Parties are unable to resolve the issue in a timely manner, as specified above, the Parties may escalate the resolution of the issue to a higher level of management within their organization. The Contractor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Contractor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Contractor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Contractor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity Purchase Order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate this Contract or any portion thereof, including any orders issued against the Contract.

C. **LIQUIDATED DAMAGES.** The Participating Entity may assess liquidated damages for each day after the Purchase Order Completion Time in the Detailed Scope of Work is not complete. It is understood and agreed by and between the Contractor, Sourcewell, and the Participating Entity, that time is of the essence in all matters relating to Liquidated Damages.

The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

XVII. INSURANCE

A. **REQUIREMENTS.** At its own expense, the Contractor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State where the Project is located. Participating Entities must follow their own laws and practices regarding insurance requirements; and may require additional coverage or limits. Each policy must have an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. **Workers' Compensation and Employer's Liability.** Workers' Compensation: As required by any applicable law or regulation in the state in which the Project is located.
Employer's Liability Insurance must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident
\$500,000 policy limit for bodily injury by disease
\$500,000 each employee for bodily injury by disease

2. **Commercial General Liability Insurance.** The Contractor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (ISO) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, the Contractor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must comply with the motor vehicle laws of the state in which the Project is located and apply to the use in connection with the work in the Contract Documents. The terms must be no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$2,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, the Contractor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *All Risk Builders Risk Insurance.* Where specifically required in the Detailed Scope of Work, the Contractor will provide, before the Purchase Order is issued, Builders' Risk Insurance in an amount at least equal to the Purchase Order Price in a form and by a carrier acceptable to the Participating Entity. The cost of such Builders Risk Policy will be reimbursed to the Contractor as a reimbursable task.

6. *Pollution Liability Insurance.* If a Project involves asbestos abatement encapsulation or other activities involving hazardous materials, the Contractor, Subcontractor or other party responsible for such work will procure and maintain a liability insurance policy issued to and covering the liability, of the Contractor, Subcontractor or other party engaged in the removal, or handling of hazardous materials, for bodily injury, illness, sickness or property damage caused by exposure.

Minimum Limits:

\$2,000,000 per occurrence

\$2,000,000 aggregate.

The cost of Pollution Liability Insurance is included in the Unit Prices and will not be reimbursed separately.

Failure of the Contractor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default, or the Participating Entity cancel the Purchase Order for default.

If at any time any of the above-required insurance policies should be cancelled, terminated, or modified so that insurance is not in effect as above required, then, if Sourcwell will so direct, the Contractor will suspend performance of the work. If the work is suspended, no extension of time to complete the work will be due. If the work is not suspended, then Sourcwell or the

Participating Entity may, at its option, obtain insurance affording coverage equal to that above required, the cost of such insurance to be payable by the Contractor.

Should the awarded Contractor retain a Subcontractor to perform any of the services mentioned herein, it is the Contractor's responsibility to ensure that the Subcontractor(s) maintains the same types of insurance coverage in accordance with the requirements and amounts indicated herein.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, the Contractor must furnish to Sourcewell a certificate of insurance, as evidence of the Workers' Compensation, General Liability, Commercial Automobile, and Umbrella insurance required under this Contract. A Participating Entity may require a Certificate of Insurance as evidence of additional coverages it requires. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or emailed to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Contractor.

Failure to request certificates of insurance by Sourcewell, or failure of the Contractor to provide certificates of insurance, in no way limits or relieves the Contractor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. The Contractor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Contractor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of the Contractor, and products and completed operations of the Contractor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. The Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, the Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

XVIII. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

The Contractor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any

time during this Contract, Contractor declares bankruptcy, the Contractor must immediately notify Sourcewell in writing.

The Contractor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government; or any Participating Entity. The Contractor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. The Contractor further warrants that it will provide immediate written notice to Sourcewell if there is a threat of change to any of these certifications.

XIX. UNITED STATES FEDERAL REQUIREMENTS

From time to time, Participating Entities may use United States federal grant or FEMA funds for work under this Contract and may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications.

The following list only applies when a Participating Entity intends to fully or partially fund the Project with United States federal money; and the Contractor will comply with all United States federal laws and regulations when working on or completing a Project, including, but not limited to, the following.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor

regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Master Agreement. Supplier certifies that during the term of an award for all agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Master Agreement will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Master Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the

value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier is not to use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

XX. CONTRACT SUSPENSION OR TERMINATION

A. Sourcewell may, in Sourcewell's discretion:

1. Terminate this Contract for any reason upon 60 days' prior written notice to the Contractor;

2. Suspend the Contractor for violation of the terms of this Contract, and prohibit the Contractor during such suspension from submitting Price Proposals with respect to the Projects of Sourcewell and the Projects of any one or more Sourcewell member; or
 3. May immediately terminate the Contract, if the Contractor:
 - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. Otherwise is guilty of material breach of a provision of the Contract Documents.
- B. In the event of Contract termination, if an unpaid balance of one or more Purchase Orders exceeds the costs of finishing the work, such excess will be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor will pay the difference to Sourcewell.
- C. A Participating Entity has no authority to unilaterally terminate this Contract between Sourcewell and the Contractor.

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