



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, April 14, 2025
5:30 PM**

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

<https://meet.goto.com/855960693>

or dial in using your phone:

+1 (646) 749-3122- Access Code: 855-960-693

(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 Ricardo Quiñones

Invocation — Sam Abrahani

Pledge of Allegiance —

MAYOR

- 1 Administer the Oath of Office for:
City Council Seat 1 - Lance Alan Smith
City Council Seat 4 - Kenneth M. Burgess Jr.
- 2 Reorganization of Council Officers
Council President
Council Vice President
- 3 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).

- 4 Proclamation - Temple Terrace Centennial
 1. 2025 Temple Terrace

CITIZEN COMMENTS

- 1 Kendall Deford - Donation Drop Boxes and Trailers
 1. Kendal Deford Letter - Donation Boxes and Trailers

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - March 31, 2025
 1. M03.31.2025 - DRAFT
- 1.2 Approval of **Agreement 25-25-03** - Taxiway F
 1. Agreement 25-25-03 - 2025-002 Taxiway F Development Contract(32999525.1)
 2. Exhibit A - 2025-002 Taxiway F Development(32999369.1)
 3. Exhibit B - 2025-002 Taxiway F Development(32999380.1)
- 1.3 Approval of **Agreement 25-25-04** - Runway 1-19
 1. Agreement 25-25-04 - 2025-001 Runway 1-19 Rehabilitation Contract(32999533.1)
 2. Exhibit A - 2025-001 Runway 1-19 Rehabilitation(32999087.1)
 3. Exhibit B - 2025-001 Runway 1-19 Rehabilitation(32999051.1)
- 1.4 **45-25-06 Utility Agreement** for 5530Bell Street Zephyrhills FL 33542
 1. 45-25-06 Utility Agreement for 5530Bell Street Zephyrhills FL 33542
- 1.5 **45-25-07 Utility Agreement** for 39216 11th Ave Zephyrhills FL 33542
 1. 45-25-07 Utility Agreement for 39216 11th Ave Zephyrhills FL 33542
- 1.6 **45-25-08 Utility Agreement** for 39325 Redhill Drive , Zephyrhills Fl 33542
 1. 45-25-08 Utility Agreement for 39325 Redhill Drive , Zephyrhills Fl 33542

2. BUSINESS ITEMS

- 2.1 Community Development Block Grant Public Hearing
 1. Agenda for CDBG 1st Public Hearing
- 2.2 Fair Housing Workshop
 1. Agenda for CDBG Fair Housing Workshop
- 2.3 Storage Facility Ordinance
Second Reading **ORDINANCE NO. 1499-25. " AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 7.09.16 OF THE LAND DEVELOPMENT CODE – MINI-WAREHOUSING AND STORAGE UNITS REQUIREMENTS AND AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS); PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION INTO THE CODE AND AN EFFECTIVE DATE. "**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1499-25 on the Second Reading
 1. Ordinance 1499-25 LDC Text Amendment Sec. 7.09.16. Indoor storage_
M(32650443.2)
 2. Exhibit A - Use Table(32650421.1)

3. Exhibit B - Redlines v.2(32997457.1)
4. Indoor Storage Location Map
5. Indoor Storage Example (2)
6. Large Retail Design Std's (2)
- 2.4 Live Local Act Property Tax Exemption - Electing to Not Exempt Property Under Section 196.1978(3)(d)1.a., Florida Statutes
Resolution No. 848-25 "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION."
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Resolution No. 848-25
 1. RESOLUTION NO 848-25 LIVE LOCAL OPT OUT RESOLUTION(32999439.1)
 2. CAO25-3501_ Att 2-Pages from 2024 Shimberg Annual Report
- 2.5 Award bid - 6th Avenue Stormwater Improvements
 1. 6th Avenue Stormwater Improvements bid response
 2. [C] 9571-6TH_AVENUE_STORM_Plans-_signed
3. FINANCE DIRECTOR'S REPORT
 - 3.1 Utility Fee Schedule Amendment
RESOLUTION NO. 849-25 " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA TO AMEND THE UNIFORM UTILITY DEPARMENT FEE SCHEDULE FOR THE REMAINDER FO THE 2025-2026 FISCAL YEAR "
 1. RES NO 849-25 Utiltiy Fee Schedule
4. CITY MANAGER'S REPORT
 - 4.1 **Special Event Sabor Latino Alcohol Approval**-The event is scheduled for May 3rd, 2025 from 12pm-7pm. The event will take place at the Airport Venue.
 1. Layout - Latin Festival (3)
 2. Sabor Latino 2025 Application
 - 4.2 CPH City Complex Extra Work Authorization
 1. CPH City Complex Extra Work Authorization
 - 4.3 Supplemental Agreement No. 2 -- 450716-1: South Ave Ext National Guard Entrance Road
 1. 450716_1_South_Ave_Ext_SFGA_-_Supp_2

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

5.1 **37-16-08A NextRequest** - CivicPlus Public Records Request platform

1. 37-16-08A NextRequest CivicPlus
2. Terms and Conditions

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 City of Temple Terrace will proudly celebrate its 100th anniversary on May 3, 2025, marking a century of rich history, progress, and community spirit; and

WHEREAS, founded around its iconic golf course, the City was named in honor of the Temple orange and the picturesque terraces lining the scenic Hillsborough River; and

WHEREAS, Temple Terrace has grown into a thriving, full-service city, with 200 dedicated employees across multiple departments, including police, fire, water and sewer, sanitation, a library, and administrative offices, ensuring top-quality services for its residents; and

WHEREAS, the City has built a reputation for progressive governance, leading the Tampa Bay region in policy innovation and municipal services. The Temple Terrace Police Department and Temple Terrace Fire Department are both accredited and collaborate with regional partners to provide efficient, high-quality public safety; and

WHEREAS, Temple Terrace offers an abundance of recreational opportunities, including a state-of-the-art Family Recreation Center, picturesque parks, scenic trails, and expansive riverfront access, fostering a vibrant and active community; and

WHEREAS, the City's rich architectural heritage is showcased in its historic district, featuring seven beautifully preserved 1920s Mediterranean Revival-style homes, as well as numerous mid-century modern residences that reflect its unique character and charm.

NOW, THEREFORE, I, Melonie Bahr Monson, Mayor of the City of Zephyrhills, along with the esteemed City Council and the proud residents of our community, do hereby recognize and celebrate the City of Temple Terrace on its 100th Anniversary. We honor its storied past, enduring progress, and bright future as a diverse and thriving home to 28,000 residents.

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 14th day of April, 2025.

Attest: _____
Melonie Bahr Monson, Mayor

Ricardo Quiñones, City Clerk

CITIZEN COMMENTS 1

Kendall Deford - Donation Drop Boxes and Trailers

Issue:

Background:

Attachment(s):

1. Kendal Deford Letter - Donation Boxes and Trailers

Fiscal Impact:

Staff Recommendation:

Regarding clothing donation drop boxes and trailers:

I would like to remind you that a month or so ago I brought to the attention of this council that a number of clothing donation 'boxes' were appearing in parking lots around town. At that meeting you asked me to create a list of their locations and Matt Maggard asked me to send the list to him, which I did.

Unbeknownst to me, my son, Pastor Nick Deford, had arranged for a clothing donation trailer to be placed on our church property, which was placed in our parking lot within a few days of that council meeting. I commented to him that I had just made my comment at the council meeting and was in the process of making the list of donation boxes. He told me that the organization that placed the trailer on our property had informed him that the trailer was not in violation of the city ordinance, since it was portable and 'temporary'.

On 4/2/25 Mike Lambert, code enforcement officer with the City, contacted me at the church and told me the trailer was in violation of the ordinance. Nick joined the conversation and he passed on the comment that the organization that placed (and owns) the trailer told him.

In that conversation Mike told us that a permit could be obtained for the trailer on a temporary basis. He said the permit would be for 30 days and could be renewed. We assured Mike that we would contact the City and take care of the situation.

You may be aware of several structures that have been placed around town by the Zephyrhills/Wesley Chapel Ministerial Association, of which Nick and I are members. These are called Blessing Boxes. People can leave or take mostly food items. We try to make sure these locations do not become unsightly and are used properly. Sometimes clothing items are left, but they seem to be taken in a timely manner.

Since the trailer was placed in our church parking lot Nick and I have made sure the area is clear of any unsightly items placed outside of the trailer. Incidentally the trailer is full on almost a weekly basis.

I am not here to request an exemption or any special treatment regarding the current ordinance. We will go through the proper channels and obtain a permit, if allowed. I understand that ordinances such as the one involved in this discussion are necessary to prohibit unsightly structures.

I appear before this Council to suggest that the ordinance related to this subject might be reviewed and the wording could be revised to make it possible for a permitting process to allow non-profits to place and maintain portable structures, such as a trailer, on private property. Such wording could include specific guidelines for the upkeep of the area. I understand that the current 30 day permit allows the City to have the option to refuse the renewal of a permit when the owner does not comply with the stated guidelines, but perhaps a 3 or 6 month permit could be enacted. Might I suggest that any fees be waived for non-profits?

Sincerely,
Kendall Deford,
Associate Pastor, Zephyrhills First Nazarene Church

City Council Meeting
April 14, 2025

Information Only

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - March 31, 2025

Issue:

The City of Zephyrhills City Council held a regular meeting on March 31, 2025.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M03.31.2025 - DRAFT

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

Regular City Council Meeting

A Regular City Council Meeting was held on March 31 , 2025 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 855-960-693. Council President Kenneth M. Burgess Jr. called the meeting to order at 6:04 PM

Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Charles Proctor, Jodi Wilkeson, Steven Spina and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Utilities Director John Bostic III, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, IT Director Mike Panak, Airport Manager Nathan Coleman, Library Director Peggy Panak, Building Official Calvin Switzer, Main Street Zephyrhills Director Antwon Gildon, GIS/Community Planner Tommy-Lee Hunt and City Clerk Ricardo Quiñones.

The Invocation was led by Pastor Kevin Heaton, Zephyrhills Church of Christ. The Pledge of Allegiance followed.

CITIZEN COMMENTS

Dawn Hyre - 6012 Ridgeway Drive Zephyrhills Florida - spoke from the floor.

Mrs. Hyre expressed appreciation for the work that has been done on Gieger Road and stated that a turn lane is needed on 301 to Geiger Road. Mrs Hyre also expressed concerns regarding individuals coming and going at all hours on Ridgeway Drive and an individual with a non-functioning Ice Cream Truck that moves around the road as well.

Chief Brewer responded that this has been reported and noted that law enforcement try not to be recognized during narcotics investigations.

1. MAYOR

1.1 Introduction - Dr. Michellea Millis Rucker, High School Principal at Academy at the Farm

Dr. Michellea Millis Rucker, High School Principal at Academy at the Farm, reported to Council on the upcoming High School program which will be located off Handcart Road. Discussion followed with it being noted that the career education program would grow with student interest and no sports are currently offered.

Councilwoman Wilkeson expressed the need for trades training, which Dr. Rucker responded that many students have expressed an interest in entering the workforce early with certifications instead of college degrees.

Mayor Monson voiced excitement, stating that her granddaughter would be among the first students to participate in the High School at Academy at the Farm. Mayor Monson

opened an invitation to Dr. Rucker if there were and interested students to join the Mayor's Youth Council.

2. CONSENT ITEMS

- 2.1 Approval of City Council Meeting Minutes - March 10, 2025
- 2.2 Approval of Amendment #1 to Memorandum of Agreement #41-20-01 between the Florida Department of Corrections and the Zephyrhills Police Department.
- 2.3 Request Council approval for Amendment #5; Renewal #3 to GenServe piggyback Agreement 41-23-01 for Generator Maintenance
- 2.4 Taxiway F Bid Award
- 2.5 Runway 1-19 Bid Award
- 2.6 MCCi Laserfiche Scanning Project Agreement 37-25-01
- 2.7 Solid Waste Rate Study - Piggyback Manatee County Kessler Consulting Agreement 37-25-02
- 2.8 Award of Bid 2024-009 and agreement execution with HST Utility Inc. for the EPA mandated Lead Service Line Inventory (LSLI) Agreement 37-25-03
- 2.9 Zephyrhills Public Library 2024-2027 Strategic Plan approval of Agreement 41-25-07
- 2.10 Approval of the Piggyback Agreement with Appalachian Materials Services (AMS) for Sludge Hauling Services Agreement No. 41-25-08
- 2.11 Approval of Utility Service Agreement 45-25-04 for 9024 Fairway Loop Dade City, FL 33525
- 2.12 Approval of Utility Service Agreement 45-25-05 for 38605 Tucker Road, Zephyrhills Fl 33542
- 2.13 Approval of Task Assignment to Odyssey to Replace the WWTP Chlorine Tanks and Pumps
- 2.14 Request Council approval of six (6) Task Assignments to RCM Utilities for Lift Station Rehabilitations

Councilwoman Wilkeson shared that she confirmed with the City Manager that all consent items are covered within the budget.

Jodi Wilkeson motioned to approve consent items as presented. Seconded by Lance Smith. Motion Passed, 5-0.

3. BUSINESS ITEMS

- 3.1 Storage Facility Ordinance

First Reading ORDINANCE NO. 1499-25. " **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 7.09.16 OF THE LAND DEVELOPMENT CODE - MINI-WAREHOUSING AND STORAGE UNITS REQUIREMENTS AND AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS); PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION INTO THE CODE AND AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Storage Facility Ordinance 1499-25 by title.

Council President opened a public hearing.

City Manager Poe presented the proposed ordinance giving its history and recommendations.

Council President closed the public hearing.

Discussion followed with Staff to come back with language regarding the indoor/outdoor ratio, improved parking requirements, case by case conditional use allowance and if Storage units are permitted in CRA.

Charles Proctor motioned to Approve Ordinance No. 1499-25 on the First Reading. Seconded by Steven Spina. Motion Passed, 5-0.

4. CITY MANAGER'S REPORT

4.1 Select date for storm prep update

Council selected Monday, April 28, 2025, to hold this workshop immediately following the Regular City Council Meeting.

4.2 Citizen Advisory Task Force appointments

City Manager Poe presented Council with the Citizen Advisory Task Force appointments and explained their role to listen to proposed projects and make a recommendation to Council. Staff cannot dictate what project the Task Force selects.

Discussion followed with Staff to verify Erica Freeman's residency. It was noted that the Citizen Advisory Task Force meeting will happen before the Regular City Council Meeting, then during the meeting the first public hearing for the Community Development Block Grant will take place.

Steven Spina motioned to Approve the Citizen Advisory Task Force appointments. Seconded by Lance Smith. Motion Passed, 5-0.

4.3 Alcohol Approval for Special Event Mainstreet Madness-Hosted by Mainstreet Zephyrhills, April 25th, 2025 from 5pm-9pm. The event will take place in Downtown 5th Ave.

Kimberly Baker - 14323 17th St, Dade City FL, - representing Main Street Zephyrhills. Ms. Baker presented the special event application.

Discussion followed regarding event drink passports as well as Main Street's encouragement of merchants to distribute value-add handouts.

Steven Spina motioned to approve alcohol use at the special event. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

MAYOR ANNOUNCEMENTS

Mayor Melonie Bahr Monson announced that the ZEDC will host Amskills for a trade worker boot camp on Wednesday, April 9, 2025, at 8 a.m.

During discussions on Hercules Park, Mayor Monson noted tears in the turf and inquired about a plan of action. Public Works Director Shane LeBlanc stated that the turf is under a one-year warranty and asked that concerns be forwarded to him for contractor review.

Mayor Monson questioned why the walking trail was made of sea shells instead of cement. Mr. LeBlanc explained it was an architectural design choice, to which Mayor Monson responded that it was ineffective. He added that the City has not finalized acceptance of the park and is holding retainage until all issues are resolved, including re-leveling the center field.

Mayor Monson emphasized the need for additional parking. City Manager Poe stated that Woodland Elementary School had moved its fence, freeing up unpaved space for parking. Councilman Spina requested budgeting for improvements in the next fiscal year, and Mayor Monson asked for signs to inform citizens of the available parking.

Regarding pavilion enhancements, Mayor Monson asked if private organizations could fund pavilions with recognition plaques. Mr. Poe confirmed this is possible as long as the City owns the plans.

Mayor Monson also raised concerns about individuals reserving pavilions unofficially by leaving items early in the morning. She urged the City to establish a reservation system, but Mr. Poe noted the City lacks staff to enforce it.

Councilman Spina asked about the absence of grills. Mr. LeBlanc responded that grills were not part of the construction plan but could be added if demand arises.

CITY MANAGER ANNOUNCEMENTS

City Manager William Poe announced the City Council Dias would be removed on April 29, 2025, and donated to the City of Mascotte. Until the new Dias is completed on June 5, 2025, Council meetings would be held at the Zephyrhills Public Library. He also canceled the May 26, 2025, meeting in observance of Memorial Day.

The Florida Department of Transportation agreed to fund the South Avenue Extension.

Recommendations for the 12th Street and North Avenue intersection included restriping and signage but no guardrails. Councilman Lance Smith suggested consulting the Moose Lodge before proceeding, but Mr. Poe advised implementing the changes first.

Mr. Poe reported that the City partnered with Pasco Corrections to have inmates clean the Zephyr Creek Canal, with completion expected by the end of April. He reminded the Council of the NetFest event on April 3, 2025, at 6 p.m. He also announced that Krusen Park shade structure had been repainted and that the Tennis Center's grand reopening, under new manager Patrick Mouratoglou, would take place on April 18, 2025.

Lastly, Mr. Poe stated that construction was underway at Silverado Pond.

CITY ATTORNEY ANNOUNCEMENTS

City Attorney Matthew Maggard announced that Silverado entered into a continued maintenance agreement for the pond.

CITY COUNCIL COMMENTS

Lance Smith thanked City Manager Poe for his efforts in cleanup and storm preparations. He urged residents to engage with County Representatives and encouraged them to walk the southern canal from C Avenue to South Avenue. Mr. Poe stated the City was willing to collaborate with the County to clean Zephyr Creek. Mr. Smith emphasized the importance of clearing Zephyr Creek, as it serves as the main outlet to the Hillsborough River.

Jodi Wilkeson recounted a family in Abbott Square facing ongoing issues with the developer, including retention pond problems, damaged sidewalks, and unmaintained swales. She suggested the City might need to pull the bond but was unsure of past occurrences. She criticized Lennar for inadequate oversight. Mr. Poe noted that Hidden River's drainage pipe was undersized and shared the same developer. Mrs. Wilkeson mentioned that Abbott Square resident and engineer Mike Almeada raised concerns at the August 12, 2024, meeting. The HOA refused responsibility until the CDD addressed the issues.

Charles Proctor thanked Mr. Poe for proactive storm preparations and questioned whether the City holds developers accountable. Mr. Poe explained that inspections ensure plans are followed, but in this case, the design was flawed. While corrections were underway, no work had started.

Steven Spina requested an update on street hotspots. Mr. Poe reported that five had been reviewed, with designs 60% complete for two and 30% complete for three. Once finalized, the projects would go to bid, and the City would determine whether to bid them individually or as a whole. Jodi Wilkeson asked if urgent hotspots would proceed immediately or wait. Staff planned to review the matter.

Kenneth Burgess asked Mayor Monson if Dr. Ruckers from Academy at the Farm had been invited. Mayor Monson confirmed that Dr. Ruckers had requested to present to the Council.

5. NOTED ITEMS

- 5.1 16-25-03 Utility Easement First Presbyterian Church
- 5.2 ZEDC FY24-25 Work Plan Update

ADJOURN 7:36 PM

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

Approval of **Agreement 25-25-03** - Taxiway F

Issue:

Background:

State appropriation agreement for taxiway F construction phase services. The item was advertised and placed on bid. There were three successful bidders. Please see the reference letter attached for further details. FPN:441915-2-94-01

Attachment(s):

1. Agreement 25-25-03 - 2025-002 Taxiway F Development Contract(32999525.1)
2. Exhibit A - 2025-002 Taxiway F Development(32999369.1)
3. Exhibit B - 2025-002 Taxiway F Development(32999380.1)

Fiscal Impact:

Budgeted in FY 2025

Staff Recommendation:

Staff and Engineers recommend City Council's consideration for approval.

CITY OF ZEPHYRHILLS AGREEMENT 25-25-03
2025-002 TAXIWAY F
DEVELOPMENT CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this 14th day of April, 2025 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **CW Roberts Contracting, Inc.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 3660 Hartsfield Rd., Tallahassee, FL 32303 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

ARTICLE 1 – RECITALS

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

ARTICLE 2 – CONTRACT DOCUMENTS

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

2.1.1 ITB No. 2025-002, Taxiway F Development “**Exhibit A**”.

2.1.2 Contractor’s response to ITB No. 2025-002, attached hereto as “**Exhibit B**”.

ARTICLE 3 – TERM OF AGREEMENT

3.1 The scope and compensation for the services that the Contractor will provide under this agreement shall be as follows:

3.1.1 Contractor shall furnish all materials described in Article 2, at the contract amount not to exceed **Two Million, Five Hundred Twenty-Six Thousand, Eight Hundred Nineteen and 35/100s Dollars (\$2,526,819.35)** which actual bid amount is shown in Contractor’s bid.

3.1.2 The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within the time which shall be set by the parties via written task order after the first pre-construction meeting.

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

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response, attached as Exhibit B. The City would prefer payment made via ACH/EFT.

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

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

ARTICIAL 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination.

The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

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

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

ARTICLE 8 – CONFLICTS OF INTEREST

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

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

ARTICLE 9 – DEFAULT

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

ARTICLE 10 – NOTICES

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

To CONTRACTOR:

CW Roberts Contracting, Inc.
3660 Hartsfield Rd.
Tallahassee, FL 32303

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

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

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

ARTICLE 11 – PUBLIC RECORDS

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

ARTICLE 12 – INDEMNIFICATION

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

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

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

ARTICLE 13 – INSURANCE

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

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

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

ARTICLE 14 – FORCE MAJEURE

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

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

ARTICLE 15 – CHANGE ORDERS

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

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

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

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

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Witness

Council President

Witness

Attest: _____
Ricardo Quinones, City Clerk

Signed, Sealed and Delivered
In the presence of:

CONTRACTOR:
CW Roberts Contracting, Inc.

Witness

By: _____
Name: _____
Title: _____

Witness

EXHIBIT

A



CITY OF ZEPHYRHILLS
2025-002
TAXIWAY F - DEVELOPMENT

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT

#85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER

#59-6000455

I.	BID REQUIREMENTS
II.	INSTRUCTIONS TO BIDDERS.....
III.	PRELIMINARY MATTERS
IV.	CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS
V.	CONTRACTOR'S RESPONSIBILITIES
VI.	SCOPE OF WORK
VII.	PRICING PROPOSALS
VIII.	VENDOR RESPONSE

Attachments:

A - ZPH SAMPLE CHANGE ORDER

B - B-Plans-Schedule-B-TW-F 01.06.25

C - C-Specs-Schedule-B-TW-F 01.06.25

D - D-Schedule-B-Liquidated form TW F 01.06.25

1. BID REQUIREMENTS

Bid documents, plans, and addendums can be viewed and downloaded from the [eProcurement Portal](#). A link to the eProcurement Portal can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for OpenGov. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. Click on "Follow" on the [Public Project Page](#) to receive notifications regarding addenda, notices, and questions and answers. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Should you have questions concerning this site, please contact OpenGov customer service. Your response and all required documentation are to be submitted via the eProcurement Portal (*before the deadline listed in the Time Table*) to the City of Zephyrhills.

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

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

Bid Bond: A bid bond shall accompany each bid response. The bid bond shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of sixty (60) days after bid closing time. The Bid Bond is to be included in their eProcurement response (electronically). Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

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

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

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

- A. The general contractor will continue to provide insurance coverage as required by the City.

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

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

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

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

2. INSTRUCTIONS TO BIDDERS

2.1. Proposals

Sealed Proposals should be uploaded through OPENGOV before the time designated in "Invitation to Bid" for furnishing all transportation, labor, material, and equipment, and performing all operations required for the purchase, construction and completion of the work herein specified and shown on the drawings.

2.2. Additional Information or Clarification

Requests for additional information or clarifications must be submitted through the

eProcurement Portal. Requests for additional information or clarification must be received in writing **no later than Friday, February 21, 2025, 11:00 am.**

2.3. Equivalent Brand Names

When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval **no later than 11:00 am, on Friday, February 21, 2025.**

2.4. Bidder

A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.

2.5. Bid Bond

The Bid Bond shall be submitted with the electronic response through the eProcurement Portal. Should you have questions on the eProcurement Portal, contact the OpenGov Support Team via the Support Bubble on the bottom right or email at procurement-support@opengov.com. Bidder will not withdraw his bid for a period of (60) sixty days after bids are received unless a different period is stated in the Bidding Requirements or Contract Conditions.

2.6. Familiarity with Laws

The bidder is assumed to be familiar with all **Federal, State and local** laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.

2.7. Examination of Drawings, Specifications and Site of Work

The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment,

material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.

2.8. Qualifications of Bidder

The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.

2.9. Disqualification of Bidders

No bidder shall submit more than one proposal. Should the City have reasonable grounds for believing a bidder has interests/input in more than one Proposal for the same work will cause rejection of ALL proposals in which such bidder or bidders are believed to be involved. Any or all Proposals will be rejected if there is reason to believe Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.

2.10. Right to Reject Proposal

Right is reserved to reject any or all Proposals and to disregard technical errors.

2.11. Return of Proposal Guaranty

As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.

2.12. Execution of the Agreement

The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.

2.13. Failure to Execute the Agreement

Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect

2.14. Withdrawal of Proposal

A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by clicking on "Unsubmit Proposal" via eProcurement Portal.

2.15. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.

2.16. Basis of Award

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

2.17. Award of Contract

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

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

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

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

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

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

and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. The Bidder agrees to supply all materials within thirty (30) days after successful agreement has been signed by both parties and after contract has been submitted to them and receipt of Notice to Proceed. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. Should the contractor/vendor fail to substantially complete and supply the materials listed under this contract and make it available for beneficial use on or before the date stipulated for completion (or such later date as may result from extension of time granted by City), he shall pay the City, as liquidated damages, the sum of **(See Attached Schedule)** for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty.

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

2.18. Conditions

The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications", and shall be attached to the bid. Any variations or exceptions shall meet or exceed the plans and specifications.

2.19. Quantities

An estimate of the quantities of work to be done and/or materials to be furnished is given in the specifications. It is the result of the City's calculations and is believed to be correct. It is given only as a basis of comparison of bids and the City does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.

2.20. Public Records

In accordance with 119.0701 F.S. Contractor shall:

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

RICARDO QUINONES, DEPUTY CITY CLERK

CITY OF ZEPHYRHILLS

5335 8TH STREET

ZEPHYRHILLS, FLORIDA 33542

RQUINONES@CI.ZEPHYRHILLS.FL.US

813-780-0000

2.21. Correction of Work

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

2.22. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the specifications he will at once make such changes in the Plans and/or Specification, as the Contractor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

2.23. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

2.24. Termination (Cause and/or Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is affected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.
If termination for convenience is affected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.
For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

3. PRELIMINARY MATTERS

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

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

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

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

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

4. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

4.1. Construction

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

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

4.2. Insurance

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

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

4.3. Builders' Risk Coverage

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

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

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

Definitions: The following terms are respectively defined as follows:

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

5. CONTRACTOR'S RESPONSIBILITIES

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

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

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

The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, and

initial operation and completion of the Work. Any work necessary to be performed after regular working hours, on Sunday or legal holiday, shall be performed without additional expense to the City.

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

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

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

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

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

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

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

Shop or Setting Drawings: The Contractor shall submit promptly to the Architect/Engineer four (4) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been

indicated and shall furnish the Architect/Engineer with four (4) corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

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

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

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

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

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

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

SAFETY PLAN

- A. It is the contractor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.
- B. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractor of America,

and OSHA's Safety and Health Standards (29 CFR 1926/1910) U.S. Department of Labor, to the extent that such provisions are not in contravention of applicable law.

C. Safety Requirements:

- A. The Contractor shall provide documentation on Means of Egress, Emergency Evacuation, Confined Space Entry, Lock Out – Tag Out, Hot Work Permit, Hurricane Preparedness, Right-to-Know / MSDS Sheets to the satisfaction of the City prior to commencement of any single job.
- B. A Contractor Process Safety Management Briefing will be held at the Pre-Construction Conference. The Contractor will be required to attend this briefing and sign a form so stating that he has been briefed. A copy of this form is included in the Forms section of this package.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Indemnification: The Contractor assumes entire responsibility and liability and agrees to indemnify and hold harmless the City and its representatives from loss or damage sustained, or allegedly sustained, by any person or property arising out of, or claimed to have been caused by

or arisen out of, the sole, joint, or concurrent negligence of the Contractor and/or the City, connected with the performance of the work hereunder and agrees to pay all damages, losses, costs and expenses, including attorney's fees allegedly arising in any way out of the performance of the work hereunder by the Contractor and its agents and employees or its Subcontractors, their agents and employees, including but not limited to the following:

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

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

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

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

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

Payments to Contractor. (a) At the end of each calendar month during the life of the contract, the contractor will prepare an estimate of the quantities of the work completed and of the total amount due. The amount will be due on or before the 15th day of the second month following the completion of said work. (b) In preparation of monthly partial pay, estimated accounts may be taken if specifically approved by the owner of materials delivered to the site of work but not yet incorporated into the work. (c) When the work provided for by the contract has been

completely performed on the part of the contractor and all parts of the work have been approved by the engineer and accepted by the owner, a final estimate will be prepared which shows the total cost of the work performed under the contract, including extra work as authorized by change orders, the total amount retained, and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be reviewed for correctness by the engineer and approved by the owner before payment.

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

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

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

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

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

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

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall

be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

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

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

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

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

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

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

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

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

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority

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

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

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

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

Acceptance: Upon completion, the project manager shall inspect the project to assure all quality control standards are in compliance with the plans and specifications contained herein. The contract retainage five (5%) will be released for final payment upon completion of all punch list items.

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

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

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

6. SCOPE OF WORK

6.1. Taxiway F - Development

The City of Zephyrhills is soliciting a licensed State of Florida contractor to construct **Taxiway F** extension in accordance with the specifications and plans and as described in the following work items:

Schedule B--Taxiway F Construction. This project consists of constructing a new segment of Taxiway F extending from Runway 5 end to Taxiway B. This new segment of Taxiway F will be 35 feet wide and 1,800 feet long. The construction of Taxiway F will include grading and asphalt paved surface, pavement markings, sodding on the shoulders, and taxiway signs and lighting. The construction will also include in-field grading for storm water management facility.

This project shall be in compliance with the Florida Building code (last edition); Federal; State and City codes and requirements and be in accordance with the plans and specifications contained here. Please download the documentation for all details concerning this project.

In addition to **Item 2.16 /Basis of Award**, this bid will be low bid based on the preferred Base Bid and Additive Bids combination which is chosen by the City and based on the availability of funds.

Please note the damages listed on page 7 and page 20 have been expanded/updated on Attachment D to this solicitation.

7. PRICING PROPOSALS

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

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

SCHEDULE B - TAXIWAY F DEVELOPMENT

Zephyrhills Municipal Airport (ZPH)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Contractor Quality Control Program (CQCP)	1	LS			C-100-1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
2	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	1	LS			C-102-1
3	Mobilization	1	LS			C-105-1
4	Asphalt Pavement Demolition	1,268	SY			P-101-1
5	Nominal Asphalt Milling (2")	96	SY			P-101-2
6	Safety, Security, and Maintenance of Airfield Operations	1	LS			P-102-1
7	Survey, Stakeout, and As-Built Survey	1	LS			P-103-1
8	Clearing and Grubbing	2	AC			P-151-1
9	Unclassified Excavation	7,220	CY			P-152-1
10	Compacted Subgrade, LBR 20 min	3,085	SY			P-152-2
11	8" Lime Rock Base Course	2,972	SY			P-211-1
12	Asphalt Mix Pavement	646	TON			L-403-1
13	Emulsified Asphalt Prime Coat	892	GAL			L-602-1
14	Emulsified Asphalt Tack Coat	208	GAL			L-603-1
15	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	1,550	SF			L-620-1
16	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	1,550	SF			L-620-2
17	Black non-reflective marking outlines	2,425	SF			L-620-3
18	6' Tall Chain-Link Fence	136	LF			L-162-1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
19	Chain Link Fence Removal	136	LF			L-162-2
20	24-inch Reinforced Concrete Pipe (Class V)	295	LF			D-701
21	24" Mitered End Section	4	EA			D-751-1
22	Revetment System-Riprap (Rubble)	48	TON			FDOT 530-3
23	Sodding	7,115	SY			T-904-1
24	Topsoil (Obtained On-Site or Removed from Stockpile)	395	CY			T-905-5.1
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	3,800	LF			L-108-1
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2,400	LF			L-108-2
27	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA			L-108-3
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	2,200	LF			L-110-1
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Full Strength Asphalt Pavement	160	LF			L-110-2
30	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	30	LF			L-110-3
31	L-867D Base Can, with 3/8" Thick Blank Coverplate, in Turf Areas	2	EA			L-115-1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	30	EA			L-125-1
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Existing Pavement	2	EA			L-125-3
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	4	EA			L-125-4
35	Remove and Replace Existing Guidance Sign Panels, In Existing Sign Housing, Complete	1	EA			L-125-6
TOTAL						

SCHEDULE B-ADDITIVE BID 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Contractor Quality Control Program (CQCP)	1	LS			C-100-1
2	Temporary Stormwater Pollution, Prevention, Erosion, and Siltation Control	1	LS			C-102-1
3	Mobilization	1	LS			C-105-1
4	Nominal Asphalt Milling (4")	1,320	SY			P-101-2
5	Safety, Security, and Maintenance of Airfield Operations	1	LS			P-102-1
6	Survey, Stateout, and As-Built Survey	1	LS			P-103-1
7	Clearing and Grubbing	5	AC			P-151-1
8	Unclassified Excavation	8,035	CY			P-152-1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
9	Compacted Subgrae, LBR 20 min	5,555	SY			P-152-2
10	8" Lime Rock Base Course	5,285	SY			P-211-1
11	Asphalt Mix Pavement	1,425	TON			P-403-1
12	Emulsified Asphalt Prime Coat	1,586	GAL			P-602-1
13	Emulsified Asphalt Tack Coat	370	GAL			P-603-1
14	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	3,493	SF			P-620-1
15	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	3,493	SF			P-620-2
16	Black non-reflective marking outlines	5,599	SF			P-620-3
17	Sodding	17,850	SY			T-904-1
18	topsoil (Obtained On-Site or Removed from Stockpile)	995	CY			T-905-5.1
19	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	3	EA			L-105-1
20	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Turf	1	EA			L-105-2
21	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Existing Pavement	3	EA			L-105-3
22	Demolish Guidance Sign and Foundation	1	EA			L-105-4
23	Cable Removal	750	LF			L-105-5

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
24	Remove Existing Direct Buried Electrical Conduit	70	LF			L-105-6
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1,660	LF			L-108-1
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2,050	LF			L-108-2
27	3/4" x 10' Copper-Clad Steel Ground Rod	15	EA			L-108-3
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	1,550	LF			L-110-1
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	300	LF			L-110-3
30	L-867D Base Can, with 3/8" Thick Blank coverplate, in Turf Areas	1	EA			L-115-1
31	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Turf Areas	18	EA			L-125-1
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Mill and Overlay Pavement	6	EA			L-125-2
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Existing Pavement	1	EA			L-125-3
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	1	EA			L-125-4

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
35	L-858(L) LED guidance Sign, Size 2 and New Foundation in Mill and Overlay Pavement	2	EA			L-125-5
36	Field Lightning Arrestor	2	EA			L-125-7
TOTAL						

CONTINGENCY - 10%

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
C-1	Contingency - 10%	1	ea		
TOTAL					

8. VENDOR RESPONSE

8.1. AIA DOCUMENT A310 - BID BOND*

A certified, signed bid bond is REQUIRED.

Please download the below documents, complete, and upload.

- [Bid Bond.pdf](#)

*Response required

8.2. Right to Waive*

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

☐ Please confirm

*Response required

8.3. PUBLIC ENTITY CRIMES*

Please download the below documents, complete, and upload.

- [ZPH PUBLIC ENTITY CRIME.pdf](#)

*Response required

8.4. NON-COLLUSIVE AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Non Collusive.pdf](#)

*Response required

8.5. DRUG-FREE WORKPLACE *

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

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

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

☐ Please confirm

*Response required

8.6. E-VERIFY CERTIFICATION FORM *

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

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

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

CERTIFICATION

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

I certify that the company shown below is in compliance with the above statement and that I am

authorized to sign on its behalf.

☐ Please confirm

*Response required

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

If YES, please provide a detailed explanation of any apparent errors or omissions within next question.

☐ Yes

☐ No

*Response required

8.8. If YES answered on Errors and Omissions, please provide a detailed explanation of any apparent errors or omissions within next question.

8.9. REFERENCES – Projects of SIMILAR Scope *

Provide References within the last five (5) years - minimum 5 references

*Response required

8.10. REFERENCES – Current ACTIVE Projects*

Provide References within the last five (5) years - minimum 5 references

*Response required

8.11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Vendor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

If Vendor is unable to certify - attach explanation on next question.

☐ Please confirm

8.12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *
Please download the below documents, complete, and upload.

- [Federal Debarment Certifica...](#)

*Response required

8.13. Business Licenses and Certifications

Upload all business licenses and certifications applicable to the bid response.

8.14. 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

8.15. 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

8.16. 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

8.17. 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

8.18. 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

8.19. 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

8.20. BYRD ANTI LOBBYING AMENDMENT*

Prohibits the use of appropriated funds by recipients of a "Federal Contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract".

☐ Please confirm

*Response required

8.21. BYRD ANTI-LOBBYING CERTIFICATION*

Please download the below documents, complete, and upload.

- [BYRD ANTI-LOBBYING CERTIFIC...](#)

*Response required

8.22. COPELAND ANTI-KICKBACK ACT*

This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.

☐ Please confirm

*Response required

8.23. SMALL & MINORITY BUSINESS AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Small & Minority Business A...](#)

*Response required

8.24. WORK HOURS & SAFETY STANDARDS ACT 40 USC 327*

You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek.

☐ Please confirm

*Response required

8.25. 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

8.26. 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

8.27. 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

8.28. 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

8.29. 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

8.30. 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

8.31. 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

8.32. TELECOMMUNICATION 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

8.33. 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

8.34. 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

8.35. 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

8.36. 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

8.37. Addenda / Questions & 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

8.38. Point of Contact for Solicitation (Name/Email/Phone)*

*Response required

8.39. Authorized Signatory*

*Response required

8.40. Name and Title of Authorized Signatory*

Enter the Name and Title of the Authorized Signatory

*Response required

8.41. 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.

*Response required



ADDENDA REPORT
ITB No. 2025-002
Taxiway F - Development

RESPONSE DEADLINE: February 28, 2025 at 11:00 am

Thursday, March 6, 2025

Addenda Issued:

Addendum #1

Jan 21, 2025 3:35 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum. Corrected the attachments for this project. They are now available.

Addendum #2

Jan 23, 2025 10:12 AM

Pre-Conference Microsoft Teams availability has been arranged. Meeting starts at 10 a.m. for 2025-001 Runway 1-19 followed by Taxiway F Rehab. A site visit of both locations will follow the meetings.

Attachments:

- [Add 2 Microsoft Teams Availability](#)

Addendum #3

Jan 27, 2025 11:22 AM

Signin Sheet; Recording and 2nd Site Visit

Attachments:

- [Add 3 - Description](#)
- [Add 3-PreConf SignIn \(3\)](#)
- [Add 3-Pre-Conference Recording](#)

Addendum #4

Jan 31, 2025 11:27 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum. Schedule B-Add Alternate 1-Quantity on Item 4 changed from 2640 to 1320 SY.

Addendum #5

Feb 4, 2025 9:32 AM

Taxiway F Development - Geotechnical Exploration Report

Attachments:

- [2024-01-31-ZPH Taxiway F-Geotechnical Report](#)

Addendum #6

Feb 7, 2025 1:02 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum. Cost Proposal Schedule B, Item 5 changed from 4" to 2".

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
C. W. Roberts Contracting, Inc.	X	Feb 19, 2025 12:53 PM	David Weeks
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 2:17 PM	Kara Coggins
Dickerson Infrastructure, Inc.	X	Jan 27, 2025 1:39 PM	Antoinette Peterson
cathcart construction company	X	Feb 27, 2025 5:39 PM	josh guinn
Hubbard Construction Company	X	Jan 23, 2025 10:55 AM	Wendy Vickery
Crisdel Group, Inc	X	Feb 18, 2025 10:50 AM	Barry Hill

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
C. W. Roberts Contracting, Inc.	X	Feb 19, 2025 12:53 PM	David Weeks
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 2:17 PM	Kara Coggins
Dickerson Infrastructure, Inc.	X	Jan 27, 2025 1:39 PM	Antoinette Peterson
cathcart construction company	X	Feb 27, 2025 5:39 PM	josh guinn
Hubbard Construction Company	X	Jan 23, 2025 10:55 AM	Wendy Vickery
Crisdel Group, Inc	X	Feb 18, 2025 10:50 AM	Barry Hill

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
C. W. Roberts Contracting, Inc.	X	Feb 19, 2025 12:53 PM	David Weeks
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 2:17 PM	Kara Coggins
Dickerson Infrastructure, Inc.	X	Jan 27, 2025 1:39 PM	Antoinette Peterson
cathcart construction company	X	Feb 27, 2025 5:39 PM	josh guinn
Hubbard Construction Company	X	Feb 20, 2025 8:30 AM	Wendy Vickery
Crisdel Group, Inc	X	Feb 18, 2025 10:50 AM	Barry Hill

Addendum #4

Proposal	Confirmed	Confirmed At	Confirmed By
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ADDENDA REPORT
ITB No. 2025-002
Taxiway F - Development

C. W. Roberts Contracting, Inc.	X	Feb 19, 2025 12:53 PM	David Weeks
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 2:17 PM	Kara Coggins
Dickerson Infrastructure, Inc.	X	Jan 31, 2025 11:31 AM	Antoinette Peterson
cathcart construction company	X	Feb 27, 2025 5:39 PM	josh guinn
Hubbard Construction Company	X	Feb 20, 2025 8:30 AM	Wendy Vickery
Crisdel Group, Inc	X	Feb 18, 2025 10:50 AM	Barry Hill

Addendum #5

Proposal	Confirmed	Confirmed At	Confirmed By
C. W. Roberts Contracting, Inc.	X	Feb 19, 2025 12:53 PM	David Weeks
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 2:17 PM	Kara Coggins
Dickerson Infrastructure, Inc.	X	Feb 7, 2025 1:37 PM	Antoinette Peterson
cathcart construction company	X	Feb 27, 2025 5:39 PM	josh guinn
Hubbard Construction Company	X	Feb 20, 2025 8:30 AM	Wendy Vickery
Crisdel Group, Inc	X	Feb 18, 2025 10:50 AM	Barry Hill

Addendum #6

Proposal	Confirmed	Confirmed At	Confirmed By
C. W. Roberts Contracting, Inc.	X	Feb 19, 2025 12:53 PM	David Weeks
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 2:17 PM	Kara Coggins
Dickerson Infrastructure, Inc.	X	Feb 7, 2025 1:37 PM	Antoinette Peterson
cathcart construction company	X	Feb 27, 2025 5:39 PM	josh guinn
Hubbard Construction Company	X	Feb 20, 2025 8:38 AM	Wendy Vickery
Crisdel Group, Inc	X	Feb 18, 2025 10:50 AM	Barry Hill

C. W. Roberts Contracting, Inc. Response

Pricing unsealed at Feb 28, 2025 11:00 AM

CONTACT INFORMATION

Company

C. W. Roberts Contracting, Inc.

Email

dweeks@cwrcontracting.com

Contact

David Weeks

Address

4208 CR 124A

Wildwood, FL 34785

Phone

(352) 446-0162

Website

www.cwrcontracting.com

Submission Date

Feb 28, 2025 8:58 AM (Eastern Time)

ADDENDA CONFIRMATION

☒ Addendum #1

Confirmed Feb 19, 2025 12:53 PM by David Weeks

☒ Addendum #2

Confirmed Feb 19, 2025 12:53 PM by David Weeks

☒ Addendum #3

Confirmed Feb 19, 2025 12:53 PM by David Weeks

☒ Addendum #4

Confirmed Feb 19, 2025 12:53 PM by David Weeks

☒ Addendum #5

Confirmed Feb 19, 2025 12:53 PM by David Weeks

☒ Addendum #6

Confirmed Feb 19, 2025 12:53 PM by David Weeks

QUESTIONNAIRE

1. AIA DOCUMENT A310 - BID BOND*

☒ Pass ☐ Fail

A certified, signed bid bond is REQUIRED.

Please download the below documents, complete, and upload.

 [Bid_Bond.pdf](#) [Bid_Bond_F.E_CWR.pdf](#)

2. Right to Waive*

☒ Pass ☐ Fail

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

☒ Confirmed

3. PUBLIC ENTITY CRIMES*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [ZPH_PUBLIC_ENTITY_CRIME.pdf](#)

 [ZPH_PUBLIC_ENTITY_CRIME_F.E.pdf](#)

4. NON-COLLUSIVE AFFIDAVIT*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Non_Collusive.pdf](#)

 [Non-Collusive_Affidavit_F.E.pdf](#)

5. DRUG-FREE WORKPLACE *

☒ Pass ☐ Fail

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

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

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

☒ Confirmed

6. E-VERIFY CERTIFICATION FORM *

☒ Pass ☐ Fail

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

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

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

CERTIFICATION

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

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

☒ Confirmed

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

☒ Pass ☐ Fail

If YES, please provide a detailed explanation of any apparent errors or omissions within next question.

No

8. If YES answered on Errors and Omissions, please provide a detailed explanation of any apparent errors or omissions within next question.

N/A

☒ Pass ☐ Fail

9. REFERENCES – Projects of SIMILAR Scope *

☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

10. REFERENCES – Current ACTIVE Projects*

☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

 [Active_Job_References_Taxiway_F.docx](#)

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

☒ Pass ☐ Fail

Vendor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

If Vendor is unable to certify - attach explanation on next question.

☒ Confirmed

12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Federal_Debarment_Certification_Form.pdf](#)

 [Federal_Debarment_Certification_Form__F.E.pdf](#)

13. Business Licenses and Certifications

☒ Pass ☐ Fail

Upload all business licenses and certifications applicable to the bid response.

 [01_Stuart_CGC_License_ex_8.31.2026.pdf](#)

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. BYRD ANTI LOBBYING AMENDMENT*

☒ Pass ☐ Fail

Prohibits the use of appropriated funds by recipients of a "Federal Contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract".

☒ Confirmed

21. BYRD ANTI-LOBBYING CERTIFICATION*☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [BYRD ANTI-LOBBYING CERTIFICATION - Copy \(1\).pdf](#)

 [BYRD ANTI-LOBBYING CERTIFICATION - F.E.pdf](#)

22. COPELAND ANTI-KICKBACK ACT*☒ Pass ☐ Fail

This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.

☒ Confirmed

23. SMALL & MINORITY BUSINESS AFFIDAVIT*☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Small & Minority Business Affidavit.pdf](#)

 [Small & Minority Business Affidavit F.E.pdf](#)

24. WORK HOURS & SAFETY STANDARDS ACT 40 USC 327*☒ Pass ☐ Fail

You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek.

☒ Confirmed

25. 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, 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

26. 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

27. 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

28. 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

29. 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

30. 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

31. 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

32. TELECOMMUNICATION 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

33. 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

34. 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

35. 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

36. 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

37. Addenda / Questions & 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

38. Point of Contact for Solicitation (Name/Email/Phone)*

☒ Pass ☐ Fail

David Weeks/dweeks@cwrcontracting.com/352-446-0162

39. Authorized Signatory*

☒ Pass ☐ Fail

Stuart Savoy

40. Name and Title of Authorized Signatory*

☒ Pass ☐ Fail

Enter the Name and Title of the Authorized Sgnatory

Stuart Savoy Vice-President

41. 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.

Confirm

PRICE TABLES

Schedule B - Taxiway F Development

Zephyrhills Municipal Airport (ZPH)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Contractor Quality Control Program (CQCP)	1	LS	\$35,000.00	\$35,000.00	C-100-1
2	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	1	LS	\$17,500.00	\$17,500.00	C-102-1
3	Mobilization	1	LS	\$111,418.00	\$111,418.00	C-105-1
4	Asphalt Pavement Demolition	1268	SY	\$10.00	\$12,680.00	P-101-1
5	Nominal Asphalt Milling (2")	96	SY	\$54.00	\$5,184.00	P-101-2
6	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$165,408.00	\$165,408.00	P-102-1
7	Survey, Stakeout, and As-Built Survey	1	LS	\$65,000.00	\$65,000.00	P-103-1
8	Clearing and Grubbing	2	AC	\$42,025.00	\$84,050.00	P-151-1
9	Unclassified Excavation	7220	CY	\$5.60	\$40,432.00	P-152-1
10	Compacted Subgrade, LBR 20 min	3085	SY	\$6.50	\$20,052.50	P-152-2
11	8" Lime Rock Base Course	2972	SY	\$24.00	\$71,328.00	P-211-1
12	Asphalt Mix Pavement	646	TON	\$202.00	\$130,492.00	L-403-1
13	Emulsified Asphalt Prime Coat	892	GAL	\$1.00	\$892.00	L-602-1
14	Emulsified Asphalt Tack Coat	208	GAL	\$8.00	\$1,664.00	L-603-1
15	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	1550	SF	\$3.40	\$5,270.00	L-620-1
16	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	1550	SF	\$2.30	\$3,565.00	L-620-2
17	Black non-reflective marking outlines	2425	SF	\$1.15	\$2,788.75	L-620-3
18	6' Tall Chain-Link Fence	136	LF	\$285.00	\$38,760.00	L-162-1
19	Chain Link Fence Removal	136	LF	\$50.00	\$6,800.00	L-162-2

20	24-inch Reinforced Concrete Pipe (Class V)	295	LF	\$210.00	\$61,950.00	D-701
21	24" Mitered End Section	4	EA	\$4,900.00	\$19,600.00	D-751-1
22	Revetment System-Riprap (Rubble)	48	TON	\$335.00	\$16,080.00	FDOT 530-3
23	Sodding	7115	SY	\$5.95	\$42,334.25	T-904-1
24	Topsoil (Obtained On-Site or Removed from Stockpile)	395	CY	\$14.50	\$5,727.50	T-905-5.1
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	3800	LF	\$2.30	\$8,740.00	L-108-1
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2400	LF	\$4.60	\$11,040.00	L-108-2
27	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA	\$230.00	\$2,530.00	L-108-3
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	2200	LF	\$9.25	\$20,350.00	L-110-1
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Full Strength Asphalt Pavement	160	LF	\$46.25	\$7,400.00	L-110-2
30	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	30	LF	\$57.75	\$1,732.50	L-110-3
31	L-867D Base Can, with 3/8" Thick Blank Coverplate, in Turf Areas	2	EA	\$1,730.00	\$3,460.00	L-115-1
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	30	EA	\$2,310.00	\$69,300.00	L-125-1
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Existing Pavement	2	EA	\$2,890.00	\$5,780.00	L-125-3
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	4	EA	\$16,800.00	\$67,200.00	L-125-4
35	Remove and Replace Existing Guidance Sign Panels, In Existing Sign Housing, Complete	1	EA	\$3,450.00	\$3,450.00	L-125-6
Total					\$1,164,958.50	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Contractor Quality Control Program (CQCP)	1	LS	\$21,800.00	\$21,800.00	C-100-1
2	Temporary Stormwater Pollution, Prevention, Erosion, and Siltation Control	1	LS	\$6,800.00	\$6,800.00	C-102-1
3	Mobilization	1	LS	\$121,432.00	\$121,432.00	C-105-1
4	Nominal Asphalt Milling (4")	1320	SY	\$5.50	\$7,260.00	P-101-2
5	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$169,500.00	\$169,500.00	P-102-1
6	Survey, Stateout, and As-Built Survey	1	LS	\$40,000.00	\$40,000.00	P-103-1
7	Clearing and Grubbing	5	AC	\$12,156.00	\$60,780.00	P-151-1
8	Unclassified Excavation	8035	CY	\$6.75	\$54,236.25	P-152-1
9	Compacted Subgrae, LBR 20 min	5555	SY	\$5.40	\$29,997.00	P-152-2
10	8" Lime Rock Base Course	5285	SY	\$23.25	\$122,876.25	P-211-1
11	Asphalt Mix Pavement	1425	TON	\$202.00	\$287,850.00	P-403-1
12	Emulsified Asphalt Prime Coat	1586	GAL	\$1.00	\$1,586.00	P-602-1
13	Emulsified Asphalt Tack Coat	370	GAL	\$8.00	\$2,960.00	P-603-1
14	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	3493	SF	\$3.40	\$11,876.20	P-620-1
15	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	3493	SF	\$2.30	\$8,033.90	P-620-2
16	Black non-reflective marking outlines	5599	SF	\$1.10	\$6,158.90	P-620-3
17	Sodding	17850	SY	\$6.25	\$111,562.50	T-904-1
18	topsoil (Obtained On-Site or Removed from Stockpile)	995	CY	\$12.00	\$11,940.00	T-905-5.1
19	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	3	EA	\$115.00	\$345.00	L-105-1
20	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Turf	1	EA	\$230.00	\$230.00	L-105-2
21	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Existing Pavement	3	EA	\$340.00	\$1,020.00	L-105-3

22	Demolish Guidance Sign and Foundation	1	EA	\$575.00	\$575.00	L-105-4
23	Cable Removal	750	LF	\$0.12	\$90.00	L-105-5
24	Remove Existing Direct Buried Electrical Conduit	70	LF	\$3.40	\$238.00	L-105-6
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1660	LF	\$2.30	\$3,818.00	L-108-1
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2050	LF	\$8.00	\$16,400.00	L-108-2
27	3/4" x 10' Copper-Clad Steel Ground Rod	15	EA	\$230.00	\$3,450.00	L-108-3
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	1550	LF	\$8.00	\$12,400.00	L-110-1
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	300	LF	\$45.00	\$13,500.00	L-110-3
30	L-867D Base Can, with 3/8" Thick Blank coverplate, in Turf Areas	1	EA	\$1,700.00	\$1,700.00	L-115-1
31	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Turf Areas	18	EA	\$2,850.00	\$51,300.00	L-125-1
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Mill and Overlay Pavement	6	EA	\$2,850.00	\$17,100.00	L-125-2
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Existing Pavement	1	EA	\$2,850.00	\$2,850.00	L-125-3
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	1	EA	\$16,000.00	\$16,000.00	L-125-4
35	L-858(L) LED guidance Sign, Size 2 and New Foundation in Mill and Overlay Pavement	2	EA	\$13,000.00	\$26,000.00	L-125-5
36	Field Lightning Arrestor	2	EA	\$850.00	\$1,700.00	L-125-7
Total					\$1,245,365.00	

Contingency - 10%

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
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C-1	Contingency - 10%	1	ea	\$116,495.85	\$116,495.85
Total					\$116,495.85



EVALUATION

Taxiway F - Development

 Bid

 Purchasing

Project ID: 2025-002

Release Date: Sunday, January 19, 2025

Due Date: Friday, February 28, 2025 11:00am

 Posted  Sunday, January 19, 2025 5:30am

 Bid Unsealed Friday, February 28, 2025 11:00am by OpenGov Bot

 Pricing Unsealed Friday, February 28, 2025 11:00am by OpenGov Bot

All dates & times in Eastern Time

[< Back to Response](#)

C. W. Roberts Contracting, Inc.



COMPANY INFORMATION

Legal Vendor Name

C. W. Roberts Contracting, Inc.

Doing Business As (DBA) Name

C. W. Roberts Contracting, Inc.

Company Phone Number

(352) 330-2540

Company Address

4208 CR 124A
Wildwood, FL 34785

Company Website

www.cwrcontracting.com

Contacts

Paul Carlson

pcarlson@cwrcontracting.com 

(850) 385-5060

David Weeks

dweeks@cwrcontracting.com 

Languages

None specified

Company Description

None

Business Type
C Corporation

State of Incorporation
FL

LISTS ⓘ

CERTIFICATIONS

VERIFIED CERTIFICATIONS

None specified

SELF REPORTED CERTIFICATIONS

None specified

CATEGORY CODES

NIGP Codes

74500 - Road And Highway Building Materials (Asphaltic)

75000 - Road And Highway Building Materials (Not Asphaltic)

75500 - Road And Highway Asphalt And Concrete Handling And Processing Equipment

76000 - Road And Highway Equipment: Earth Handling, Grading, Moving, Packing, Etc.

76500 - Road And Highway Equipment (Except Equipment In Classes 755 And 760)

NAICS Codes

None

UNSPSC Codes

None

March 10, 2025

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536

Subject: Review of Bids for ZPH Taxiway F Development

Dear Karen,

Following our recent review of the bids submitted for the ZPH Taxiway F development project, I am pleased to inform you that MDG has completed the evaluation of the six bids received from the contractors listed below:

C.W. Roberts Contracting, Inc.	\$2,526,819.35
Ajax Paving Industries of Florida, LLC	\$3,512,027.64
Cathcart Construction Company	\$4,148,222.10
Crisdel Group, Inc.	\$2,989,860.98
Dickerson Infrastructure, Inc.	\$2,803,193.80
Hubbard Construction Company	\$2,554,689.84

After careful analysis of the submitted bids, MDG has determined that C.W. Roberts Contracting, Inc., submitted the most competitive proposal. Their bid demonstrates a clear understanding of the project requirements, and a competitive pricing structure.

Therefore, MDG recommends City of Zephyrhills to approve the bid from C.W. Roberts Contracting, Inc. for the ZPH Taxiway F development project. We are confident that their experience and expertise will result in a successful and efficient completion of the project.

Please let us know if you have any questions or need any additional information.

Sincerely,

MOHSEN DESIGN GROUP INCORPORATED

Mohsen Mohammadi, Ph.D., P.E.
Principal

Attachement : Bid Tabulation

Taxiway F Development											
				Engineer's Estimate		C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BASE BID											
1	Contractor Quality Control Program (CQCP)	1	LS	\$17,500.00	\$17,500.00	\$35,000.00	\$35,000.00	\$15,650.00	\$15,650.00	\$39,600.00	\$39,600.00
2	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	1	LS	\$7,000.00	\$7,000.00	\$17,500.00	\$17,500.00	\$11,900.00	\$11,900.00	\$13,025.00	\$13,025.00
3	Mobilization	1	LS	\$55,000.00	\$55,000.00	\$111,418.00	\$111,418.00	\$227,800.00	\$227,800.00	\$62,175.00	\$62,175.00
4	Asphalt Pavement Demolition	1268	SY	\$5.00	\$6,340.00	\$10.00	\$12,680.00	\$20.00	\$25,360.00	\$10.00	\$12,680.00
5	Nominal Asphalt Milling (2")	96	SY	\$5.00	\$480.00	\$54.00	\$5,184.00	\$30.00	\$2,880.00	\$220.00	\$21,120.00
6	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$35,000.00	\$35,000.00	\$165,408.00	\$165,408.00	\$263,850.00	\$263,850.00	\$24,420.00	\$24,420.00
7	Survey, Stakeout, and As-Built Survey	1	LS	\$3,500.00	\$3,500.00	\$65,000.00	\$65,000.00	\$28,430.00	\$28,430.00	\$65,000.00	\$65,000.00
8	Clearing and Grubbing	2	AC	\$1,750.00	\$3,500.00	\$42,025.00	\$84,050.00	\$18,920.00	\$37,840.00	\$35,045.00	\$70,090.00
9	Unclassified Excavation	7220	CY	\$20.00	\$144,400.00	\$5.60	\$40,432.00	\$22.00	\$158,840.00	\$23.00	\$166,060.00
10	Compacted Subgrade, LBR 20 min	3085	SY	\$20.00	\$61,700.00	\$6.50	\$20,052.50	\$19.00	\$58,615.00	\$32.00	\$98,720.00
11	8" Lime Rock Base Course	2972	SY	\$25.00	\$74,300.00	\$24.00	\$71,328.00	\$25.00	\$74,300.00	\$38.00	\$112,936.00
12	Asphalt Mix Pavement	646	TON	\$250.00	\$161,500.00	\$202.00	\$130,492.00	\$271.00	\$175,066.00	\$541.00	\$349,486.00
13	Emulsified Asphalt Prime Coat	892	GAL	\$3.00	\$2,676.00	\$1.00	\$892.00	\$4.10	\$3,657.20	\$19.00	\$16,948.00
14	Emulsified Asphalt Tack Coat	208	GAL	\$3.00	\$624.00	\$8.00	\$1,664.00	\$3.60	\$748.80	\$30.00	\$6,240.00
15	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	1550	SF	\$2.00	\$3,100.00	\$3.40	\$5,270.00	\$3.60	\$5,580.00	\$5.00	\$7,750.00
16	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	1550	SF	\$3.00	\$4,650.00	\$2.30	\$3,565.00	\$2.40	\$3,720.00	\$7.00	\$10,850.00
17	Black non-reflective marking outlines	2425	SF	\$3.00	\$7,275.00	\$1.15	\$2,788.75	\$1.20	\$2,910.00	\$8.00	\$19,400.00
18	6' Tall Chain-Link Fence	136	LF	\$50.00	\$6,800.00	\$285.00	\$38,760.00	\$340.00	\$46,240.00	\$220.00	\$29,920.00
19	Chain Link Fence Removal	136	LF	\$20.00	\$2,720.00	\$50.00	\$6,800.00	\$28.00	\$3,808.00	\$35.00	\$4,760.00
20	24-inch Reinforced Concrete Pipe (Class V)	295	LF	\$150.00	\$44,250.00	\$210.00	\$61,950.00	\$298.00	\$87,910.00	\$334.00	\$98,530.00
21	24" Mitered End Section	4	EA	\$2,000.00	\$8,000.00	\$4,900.00	\$19,600.00	\$2,680.00	\$10,720.00	\$6,100.00	\$24,400.00
22	Revetment System-Riprap (Rubble)	48	TON	\$150.00	\$7,200.00	\$335.00	\$16,080.00	\$254.00	\$12,192.00	\$220.00	\$10,560.00
23	Sodding	7115	SY	\$5.00	\$35,575.00	\$5.95	\$42,334.25	\$6.00	\$42,690.00	\$7.00	\$49,805.00
24	Topsoil (Obtained On-Site or Removed from Stockpile)	395	CY	\$3.00	\$1,185.00	\$14.50	\$5,727.50	\$29.00	\$11,455.00	\$59.00	\$23,305.00
25	No. 8 AWG, 5KV, L-824, Type C Cable, Installed in Duct Bank or Conduit	3800	LF	\$3.50	\$13,300.00	\$2.30	\$8,740.00	\$2.40	\$9,120.00	\$3.00	\$11,400.00

Taxiway F Development											
				Engineer's Estimate		C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2400	LF	\$5.00	\$12,000.00	\$4.60	\$11,040.00	\$5.00	\$12,000.00	\$5.00	\$12,000.00
27	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA	\$400.00	\$4,400.00	\$230.00	\$2,530.00	\$241.00	\$2,651.00	\$291.00	\$3,201.00
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	2200	LF	\$30.00	\$66,000.00	\$9.25	\$20,350.00	\$10.00	\$22,000.00	\$6.00	\$13,200.00
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Full Strength Asphalt Pavement	160	LF	\$60.00	\$9,600.00	\$46.25	\$7,400.00	\$48.00	\$7,680.00	\$65.00	\$10,400.00
30	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	30	LF	\$75.00	\$2,250.00	\$57.75	\$1,732.50	\$60.00	\$1,800.00	\$78.00	\$2,340.00
31	L-867D Base Can, with 3/8" Thick Blank Coverplate, in Turf Areas	2	EA	\$1,800.00	\$3,600.00	\$1,730.00	\$3,460.00	\$1,805.00	\$3,610.00	\$4,365.00	\$8,730.00
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	30	EA	\$2,500.00	\$75,000.00	\$2,310.00	\$69,300.00	\$2,405.00	\$72,150.00	\$5,090.00	\$152,700.00
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Existing Pavement	2	EA	\$3,000.00	\$6,000.00	\$2,890.00	\$5,780.00	\$3,010.00	\$6,020.00	\$5,965.00	\$11,930.00
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	4	EA	\$14,000.00	\$56,000.00	\$16,800.00	\$67,200.00	\$14,440.00	\$57,760.00	\$18,180.00	\$72,720.00
35	Remove and Replace Existing Guidance Sign Panels, In Existing Sign Housing, Complete	1	EA	\$5,000.00	\$5,000.00	\$3,450.00	\$3,450.00	\$3,610.00	\$3,610.00	\$2,185.00	\$2,185.00
	Total				\$947,425.00		\$1,164,958.50		\$1,510,563.00		\$1,638,586.00

ADDITIVE BID 1											
1	Contractor Quality Control Program (CQCP)	1	LS	\$32,500.00	\$32,500.00	\$21,800.00	\$21,800.00	\$21,670.00	\$21,670.00	\$59,400.00	\$59,400.00
2	Temporary Stormwater Pollution, Prevention, Erosion, and Siltation Control	1	LS	\$13,000.00	\$13,000.00	\$6,800.00	\$6,800.00	\$11,660.00	\$11,660.00	\$14,400.00	\$14,400.00
3	Mobilization	1	LS	\$104,000.00	\$104,000.00	\$121,432.00	\$121,432.00	\$166,550.00	\$166,550.00	\$73,260.00	\$73,260.00
4	Nominal Asphalt Milling (4")	1320	SY	\$5.00	\$6,600.00	\$5.50	\$7,260.00	\$10.00	\$13,200.00	\$20.00	\$26,400.00

Taxiway F Development											
				Engineer's Estimate		C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
5	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$65,000.00	\$65,000.00	\$169,500.00	\$169,500.00	\$197,150.00	\$197,150.00	\$39,600.00	\$39,600.00
6	Survey, Stateout, and As-Built Survey	1	LS	\$6,500.00	\$6,500.00	\$40,000.00	\$40,000.00	\$85,290.00	\$85,290.00	\$59,400.00	\$59,400.00
7	Clearing and Grubbing	5	AC	\$3,250.00	\$16,250.00	\$12,156.00	\$60,780.00	\$18,730.00	\$93,650.00	\$40,000.00	\$200,000.00
8	Unclassified Excavation	8035	CY	\$20.00	\$160,700.00	\$6.75	\$54,236.25	\$23.00	\$184,805.00	\$23.00	\$184,805.00
9	Compacted Subgrae, LBR 20 min	5555	SY	\$20.00	\$111,100.00	\$5.40	\$29,997.00	\$16.00	\$88,880.00	\$30.00	\$166,650.00
10	8" Lime Rock Base Course	5285	SY	\$25.00	\$132,125.00	\$23.25	\$122,876.25	\$25.00	\$132,125.00	\$39.00	\$206,115.00
11	Asphalt Mix Pavement	1425	TON	\$250.00	\$356,250.00	\$202.00	\$287,850.00	\$236.00	\$336,300.00	\$388.00	\$552,900.00
12	Emulsified Asphalt Prime Coat	1586	GAL	\$3.00	\$4,758.00	\$1.00	\$1,586.00	\$4.10	\$6,502.60	\$18.00	\$28,548.00
13	Emulsified Asphalt Tack Coat	370	GAL	\$3.00	\$1,110.00	\$8.00	\$2,960.00	\$3.60	\$1,332.00	\$28.00	\$10,360.00
14	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	3493	SF	\$2.00	\$6,986.00	\$3.40	\$11,876.20	\$3.60	\$12,574.80	\$4.00	\$13,972.00
15	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	3493	SF	\$3.00	\$10,479.00	\$2.30	\$8,033.90	\$2.40	\$8,383.20	\$6.00	\$20,958.00
16	Black non-reflective marking outlines	5599	SF	\$3.00	\$16,797.00	\$1.10	\$6,158.90	\$1.20	\$6,718.80	\$6.00	\$33,594.00
17	Sodding	17850	SY	\$5.00	\$89,250.00	\$6.25	\$111,562.50	\$6.00	\$107,100.00	\$7.00	\$124,950.00
18	topsoil (Obtained On-Site or Removed from Stockpile)	995	CY	\$3.00	\$2,985.00	\$12.00	\$11,940.00	\$29.00	\$28,855.00	\$56.00	\$55,720.00
19	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	3	EA	\$200.00	\$600.00	\$115.00	\$345.00	\$120.00	\$360.00	\$295.00	\$885.00
20	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Turf	1	EA	\$500.00	\$500.00	\$230.00	\$230.00	\$241.00	\$241.00	\$295.00	\$295.00
21	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Existing Pavement	3	EA	\$1,500.00	\$4,500.00	\$340.00	\$1,020.00	\$361.00	\$1,083.00	\$295.00	\$885.00
22	Demolish Guidance Sign and Foundation	1	EA	\$1,000.00	\$1,000.00	\$575.00	\$575.00	\$602.00	\$602.00	\$732.00	\$732.00
23	Cable Removal	750	LF	\$2.00	\$1,500.00	\$0.12	\$90.00	\$0.10	\$75.00	\$2.00	\$1,500.00
24	Remove Existing Direct Buried Electrical Conduit	70	LF	\$15.00	\$1,050.00	\$3.40	\$238.00	\$3.60	\$252.00	\$34.00	\$2,380.00
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1660	LF	\$3.50	\$5,810.00	\$2.30	\$3,818.00	\$2.40	\$3,984.00	\$3.00	\$4,980.00
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2050	LF	\$5.00	\$10,250.00	\$8.00	\$16,400.00	\$8.40	\$17,220.00	\$5.00	\$10,250.00

Taxiway F Development											
				Engineer's Estimate		C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
27	3/4" x 10' Copper-Clad Steel Ground Rod	15	EA	\$400.00	\$6,000.00	\$230.00	\$3,450.00	\$241.00	\$3,615.00	\$295.00	\$4,425.00
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	1550	LF	\$30.00	\$46,500.00	\$8.00	\$12,400.00	\$8.40	\$13,020.00	\$6.00	\$9,300.00
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	300	LF	\$75.00	\$22,500.00	\$45.00	\$13,500.00	\$48.00	\$14,400.00	\$81.00	\$24,300.00
30	L-867D Base Can, with 3/8" Thick Blank coverplate, in Turf Areas	1	EA	\$1,800.00	\$1,800.00	\$1,700.00	\$1,700.00	\$1,805.00	\$1,805.00	\$4,391.00	\$4,391.00
31	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Turf Areas	18	EA	\$2,500.00	\$45,000.00	\$2,850.00	\$51,300.00	\$3,010.00	\$54,180.00	\$5,125.00	\$92,250.00
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Mill and Overlay Pavement	6	EA	\$3,000.00	\$18,000.00	\$2,850.00	\$17,100.00	\$3,010.00	\$18,060.00	\$6,010.00	\$36,060.00
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Existing Pavement	1	EA	\$3,000.00	\$3,000.00	\$2,850.00	\$2,850.00	\$3,010.00	\$3,010.00	\$6,010.00	\$6,010.00
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	1	EA	\$14,000.00	\$14,000.00	\$16,000.00	\$16,000.00	\$16,850.00	\$16,850.00	\$18,300.00	\$18,300.00
35	L-858(L) LED guidance Sign, Size 2 and New Foundation in Mill and Overlay Pavement	2	EA	\$17,000.00	\$34,000.00	\$13,000.00	\$26,000.00	\$14,440.00	\$28,880.00	\$21,250.00	\$42,500.00
36	Field Lightning Arrestor	2	EA	\$5,000.00	\$10,000.00	\$850.00	\$1,700.00	\$903.00	\$1,806.00	\$1,025.00	\$2,050.00
	Total				\$1,362,400.00		\$1,245,365.00		\$1,682,189.40		\$2,132,525.00

Contingency - 10%				C. W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		cathcart construction company	
Line Item	Description	Quantity	of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
C-1	Contingency - 10%	1	ea	\$94,742.50	\$116,495.85	\$319,275.24	\$319,275.24	\$377,111.10	\$377,111.10
Total (Base Bid, Additive Bid 1, and Contingency)				\$2,404,567.50	\$2,526,819.35		\$3,512,027.64		\$4,148,222.10

Taxiway F Development									
				Crisdel Group, Inc		Dickerson Infrastructure, Inc.	Hubbard Construction Company		
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BASE BID									
1	Contractor Quality Control Program (CQCP)	1	LS	\$21,000.00	\$21,000.00	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00
2	Temporary Stormwater Pollution, Prevention, Erosion and Siltation Control	1	LS	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$160,000.00	\$160,000.00
3	Mobilization	1	LS	\$130,000.00	\$130,000.00	\$135,000.00	\$135,000.00	\$124,000.00	\$124,000.00
4	Asphalt Pavement Demolition	1268	SY	\$13.00	\$16,484.00	\$10.00	\$12,680.00	\$10.13	\$12,844.84
5	Nominal Asphalt Milling (2")	96	SY	\$96.00	\$9,216.00	\$110.00	\$10,560.00	\$75.70	\$7,267.20
6	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$144,500.00	\$144,500.00	\$300,000.00	\$300,000.00	\$166,000.00	\$166,000.00
7	Survey, Stakeout, and As-Built Survey	1	LS	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$140,000.00	\$140,000.00
8	Clearing and Grubbing	2	AC	\$25,000.00	\$50,000.00	\$4,000.00	\$8,000.00	\$728.71	\$1,457.42
9	Unclassified Excavation	7220	CY	\$24.00	\$173,280.00	\$16.00	\$115,520.00	\$12.82	\$92,560.40
10	Compacted Subgrade, LBR 20 min	3085	SY	\$6.00	\$18,510.00	\$5.00	\$15,425.00	\$2.28	\$7,033.80
11	8" Lime Rock Base Course	2972	SY	\$27.00	\$80,244.00	\$25.00	\$74,300.00	\$16.13	\$47,938.36
12	Asphalt Mix Pavement	646	TON	\$229.00	\$147,934.00	\$260.00	\$167,960.00	\$209.71	\$135,472.66
13	Emulsified Asphalt Prime Coat	892	GAL	\$10.00	\$8,920.00	\$4.00	\$3,568.00	\$3.40	\$3,032.80
14	Emulsified Asphalt Tack Coat	208	GAL	\$4.00	\$832.00	\$4.00	\$832.00	\$3.36	\$698.88
15	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	1550	SF	\$9.00	\$13,950.00	\$4.00	\$6,200.00	\$3.00	\$4,650.00
16	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	1550	SF	\$10.00	\$15,500.00	\$3.00	\$4,650.00	\$2.00	\$3,100.00
17	Black non-reflective marking outlines	2425	SF	\$3.15	\$7,638.75	\$1.50	\$3,637.50	\$1.00	\$2,425.00
18	6' Tall Chain-Link Fence	136	LF	\$320.00	\$43,520.00	\$75.00	\$10,200.00	\$110.96	\$15,090.56
19	Chain Link Fence Removal	136	LF	\$12.00	\$1,632.00	\$12.00	\$1,632.00	\$7.33	\$996.88
20	24-inch Reinforced Concrete Pipe (Class V)	295	LF	\$212.00	\$62,540.00	\$200.00	\$59,000.00	\$197.00	\$58,115.00
21	24" Mitered End Section	4	EA	\$12,000.00	\$48,000.00	\$4,000.00	\$16,000.00	\$2,691.71	\$10,766.84
22	Revetment System-Riprap (Rubble)	48	TON	\$250.00	\$12,000.00	\$220.00	\$10,560.00	\$159.93	\$7,676.64
23	Sodding	7115	SY	\$5.00	\$35,575.00	\$4.00	\$28,460.00	\$4.60	\$32,729.00
24	Topsoil (Obtained On-Site or Removed from Stockpile)	395	CY	\$50.00	\$19,750.00	\$50.00	\$19,750.00	\$27.03	\$10,676.85
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	3800	LF	\$2.00	\$7,600.00	\$2.50	\$9,500.00	\$2.01	\$7,638.00

Taxiway F Development									
				Crisdel Group, Inc		Dickerson Infrastructure, Inc.		Hubbard Construction Company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2400	LF	\$4.00	\$9,600.00	\$5.00	\$12,000.00	\$4.03	\$9,672.00
27	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA	\$200.00	\$2,200.00	\$250.00	\$2,750.00	\$201.25	\$2,213.75
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	2200	LF	\$8.00	\$17,600.00	\$15.00	\$33,000.00	\$8.05	\$17,710.00
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Full Strength Asphalt Pavement	160	LF	\$42.00	\$6,720.00	\$45.00	\$7,200.00	\$40.25	\$6,440.00
30	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	30	LF	\$53.00	\$1,590.00	\$85.00	\$2,550.00	\$97.81	\$2,934.30
31	L-867D Base Can, with 3/8" Thick Blank Coverplate, in Turf Areas	2	EA	\$1,600.00	\$3,200.00	\$2,600.00	\$5,200.00	\$1,509.39	\$3,018.78
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	30	EA	\$2,100.00	\$63,000.00	\$3,300.00	\$99,000.00	\$2,012.51	\$60,375.30
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Existing Pavement	2	EA	\$2,600.00	\$5,200.00	\$3,800.00	\$7,600.00	\$2,515.64	\$5,031.28
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	4	EA	\$12,600.00	\$50,400.00	\$10,000.00	\$40,000.00	\$12,075.07	\$48,300.28
35	Remove and Replace Existing Guidance Sign Panels, In Existing Sign Housing, Complete	1	EA	\$3,200.00	\$3,200.00	\$2,300.00	\$2,300.00	\$3,018.77	\$3,018.77
	Total				\$1,336,335.75		\$1,350,034.50		\$1,240,885.59

ADDITIVE BID 1									
1	Contractor Quality Control Program (CQCP)	1	LS	\$26,000.00	\$26,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
2	Temporary Stormwater Pollution, Prevention, Erosion, and Siltation Control	1	LS	\$11,000.00	\$11,000.00	\$2,000.00	\$2,000.00	\$92,000.00	\$92,000.00
3	Mobilization	1	LS	\$150,000.00	\$150,000.00	\$85,000.00	\$85,000.00	\$117,000.00	\$117,000.00
4	Nominal Asphalt Milling (4")	1320	SY	\$8.00	\$10,560.00	\$10.00	\$13,200.00	\$7.55	\$9,966.00

Taxiway F Development									
				Crisdel Group, Inc		Dickerson Infrastructure, Inc.		Hubbard Construction Company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
5	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$167,000.00	\$167,000.00	\$50,000.00	\$50,000.00	\$91,000.00	\$91,000.00
6	Survey, Stateout, and As-Built Survey	1	LS	\$60,000.00	\$60,000.00	\$20,000.00	\$20,000.00	\$60,000.00	\$60,000.00
7	Clearing and Grubbing	5	AC	\$12,250.00	\$61,250.00	\$4,000.00	\$20,000.00	\$1,149.42	\$5,747.10
8	Unclassified Excavation	8035	CY	\$27.00	\$216,945.00	\$16.00	\$128,560.00	\$17.08	\$137,237.80
9	Compacted Subgrae, LBR 20 min	5555	SY	\$3.25	\$18,053.75	\$5.00	\$27,775.00	\$2.28	\$12,665.40
10	8" Lime Rock Base Course	5285	SY	\$21.00	\$110,985.00	\$25.00	\$132,125.00	\$14.36	\$75,892.60
11	Asphalt Mix Pavement	1425	TON	\$216.00	\$307,800.00	\$245.00	\$349,125.00	\$197.29	\$281,138.25
12	Emulsified Asphalt Prime Coat	1586	GAL	\$10.00	\$15,860.00	\$4.00	\$6,344.00	\$3.40	\$5,392.40
13	Emulsified Asphalt Tack Coat	370	GAL	\$4.00	\$1,480.00	\$4.00	\$1,480.00	\$3.36	\$1,243.20
14	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	3493	SF	\$9.00	\$31,437.00	\$4.00	\$13,972.00	\$3.00	\$10,479.00
15	White or Yellow non-reflective Runway and Taxiway Marking (Final 100%)	3493	SF	\$7.00	\$24,451.00	\$3.00	\$10,479.00	\$2.00	\$6,986.00
16	Black non-reflective marking outlines	5599	SF	\$2.60	\$14,557.40	\$1.50	\$8,398.50	\$1.00	\$5,599.00
17	Sodding	17850	SY	\$5.00	\$89,250.00	\$4.00	\$71,400.00	\$4.60	\$82,110.00
18	topsoil (Obtained On-Site or Removed from Stockpile)	995	CY	\$50.00	\$49,750.00	\$50.00	\$49,750.00	\$20.24	\$20,138.80
19	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	3	EA	\$100.00	\$300.00	\$85.00	\$255.00	\$100.63	\$301.89
20	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Turf	1	EA	\$200.00	\$200.00	\$520.00	\$520.00	\$201.25	\$201.25
21	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can in Existing Pavement	3	EA	\$300.00	\$900.00	\$1,000.00	\$3,000.00	\$301.88	\$905.64
22	Demolish Guidance Sign and Foundation	1	EA	\$500.00	\$500.00	\$1,400.00	\$1,400.00	\$503.13	\$503.13
23	Cable Removal	750	LF	\$0.11	\$82.50	\$1.20	\$900.00	\$0.10	\$75.00
24	Remove Existing Direct Buried Electrical Conduit	70	LF	\$3.00	\$210.00	\$14.50	\$1,015.00	\$3.02	\$211.40
25	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1660	LF	\$2.00	\$3,320.00	\$2.50	\$4,150.00	\$2.01	\$3,336.60
26	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duck Bank or Conduit, including Connections/Terminations	2050	LF	\$7.00	\$14,350.00	\$5.00	\$10,250.00	\$7.04	\$14,432.00

Taxiway F Development									
				Crisdel Group, Inc		Dickerson Infrastructure, Inc.		Hubbard Construction Company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
27	3/4" x 10' Copper-Clad Steel Ground Rod	15	EA	\$200.00	\$3,000.00	\$250.00	\$3,750.00	\$201.25	\$3,018.75
28	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	1550	LF	\$7.00	\$10,850.00	\$14.50	\$22,475.00	\$7.04	\$10,912.00
29	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Mill and Overlay Pavement	300	LF	\$42.00	\$12,600.00	\$85.00	\$25,500.00	\$40.25	\$12,075.00
30	L-867D Base Can, with 3/8" Thick Blank coverplate, in Turf Areas	1	EA	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$1,509.38	\$1,509.38
31	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Turf Areas	18	EA	\$2,600.00	\$46,800.00	\$3,300.00	\$59,400.00	\$2,515.64	\$45,281.52
32	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Mill and Overlay Pavement	6	EA	\$2,600.00	\$15,600.00	\$4,500.00	\$27,000.00	\$2,515.64	\$15,093.84
33	L-861T(L) LED Elevated Taxiway Edge Light and Transformer on New L-867B Base Can in Existing Pavement	1	EA	\$2,600.00	\$2,600.00	\$4,500.00	\$4,500.00	\$2,515.64	\$2,515.64
34	L-858(L) LED Guidance Sign, Size 2, and New Foundation in Turf Areas	1	EA	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$14,087.58	\$14,087.58
35	L-858(L) LED guidance Sign, Size 2 and New Foundation in Mill and Overlay Pavement	2	EA	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00	\$12,075.07	\$24,150.14
36	Field Lightning Arrestor	2	EA	\$800.00	\$1,600.00	\$1,300.00	\$2,600.00	\$754.69	\$1,509.38
	Total				\$1,519,891.65		\$1,198,323.50		\$1,179,715.69

Contingency - 10%

		Crisdel Group, Inc		Dickerson Infrastructure, Inc.		Hubbard Construction Company	
Line Item	Description	Quantity	of Mea:	Unit Cost	Total	Unit Cost	Total
C-1	Contingency - 10%	1	ea	\$133,633.58	\$133,633.58	\$254,835.80	\$254,835.80
Total (Base Bid, Additive Bid 1, and Contingency)					\$2,989,860.98		\$2,803,193.80

CONSENT ITEMS 1.3

Approval of **Agreement 25-25-04** - Runway 1-19

Issue:

Background:

Joint participation agreement for the rehab of runway 01/19 construction phase services. The item was advertised and placed on bid. There were three successful bidders. Please see the reference letter attached for further details. FDOT 80/20 grant. \$4,700,000, FPN: 449735-1-94-01

Attachment(s):

1. Agreement 25-25-04 - 2025-001 Runway 1-19 Rehabilitation Contract(32999533.1)
2. Exhibit A - 2025-001 Runway 1-19 Rehabilitation(32999087.1)
3. Exhibit B - 2025-001 Runway 1-19 Rehabilitation(32999051.1)

Fiscal Impact:

Budgeted item in FY 2025

Staff Recommendation:

Staff and Engineers recommend City Council's consideration for approval.

CITY OF ZEPHYRHILLS AGREEMENT 25-25-04
2025-001 RUNWAY 1-19
REHABILITATION CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this 14th day of April, 2025 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **CW Roberts Contracting, Inc.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 3660 Hartsfield Rd., Tallahassee, FL 32303 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

ARTICLE 1 – RECITALS

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

ARTICLE 2 – CONTRACT DOCUMENTS

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

2.1.1 ITB No. 2025-001, Runway 1-19 Rehabilitation “**Exhibit A**”.

2.1.2 Contractor’s response to ITB No. 2025-001, attached hereto as “**Exhibit B**”.

ARTICLE 3 – TERM OF AGREEMENT

3.1 The scope and compensation for the services that the Contractor will provide under this agreement shall be as follows:

3.1.1 Contractor shall furnish all materials described in Article 2, at the contract amount not to exceed **Three Million, Five Hundred Forty-One Thousand, One Hundred Eight and 60/100s Dollars (\$3,541,109.60)** which actual bid amount is shown in Contractor’s bid.

3.1.2 The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within the time which shall be set by the parties via written task order after the first pre-construction meeting.

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

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response, attached as Exhibit B. The City would prefer payment made via ACH/EFT.

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

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

ARTICIAL 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination.

The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

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

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

ARTICLE 8 – CONFLICTS OF INTEREST

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

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

ARTICLE 9 – DEFAULT

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

ARTICLE 10 – NOTICES

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

To CONTRACTOR:

CW Roberts Contracting, Inc.
3660 Hartsfield Rd.
Tallahassee, FL 32303

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

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

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

ARTICLE 11 – PUBLIC RECORDS

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

ARTICLE 12 – INDEMNIFICATION

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

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

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

ARTICLE 13 – INSURANCE

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

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

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

ARTICLE 14 – FORCE MAJEURE

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

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

ARTICLE 15 – CHANGE ORDERS

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

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

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

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

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Witness

Council President

Witness

Attest: _____
Ricardo Quinones, City Clerk

Signed, Sealed and Delivered
In the presence of:

CONTRACTOR:
CW Roberts Contracting, Inc.

Witness

By: _____
Name: _____
Title: _____

Witness

EXHIBIT

A



CITY OF ZEPHYRHILLS
2025-001
RUNWAY 1-19 REHABILITATION

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT

#85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER

#59-6000455

I.	BID REQUIREMENTS
II.	INSTRUCTIONS TO BIDDERS.....
III.	PRELIMINARY MATTERS
IV.	CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS
V.	CONTRACTOR'S RESPONSIBILITIES
VI.	SCOPE OF WORK
VII.	PRICING PROPOSALS
VIII.	VENDOR RESPONSE

Attachments:

A - ZPH SAMPLE CHANGE ORDER

B - B-Plans-Schedule-A-RW-1-19..010625

C - C-Specs-Schedule-A-RW-1-19..010625

D - ScheduleA-Liquidated form-RW 1-19..010625

1. BID REQUIREMENTS

Bid documents, plans, and addendums can be viewed and downloaded from the [eProcurement Portal](#). A link to the eProcurement Portal can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for OpenGov. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. Click on "Follow" on the [Public Project Page](#) to receive notifications regarding addenda, notices, and questions and answers. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Should you have questions concerning this site, please contact OpenGov customer service. Your response and all required documentation are to be submitted via the eProcurement Portal (*before the deadline listed in the Time Table*) to the City of Zephyrhills.

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

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

Bid Bond: A bid bond shall accompany each bid response. The bid bond shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of sixty (60) days after bid closing time. The Bid Bond is to be included in their eProcurement response (electronically). Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

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

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

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

- A. The general contractor will continue to provide insurance coverage as required by the City.

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

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

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

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

2. INSTRUCTIONS TO BIDDERS

2.1. Proposals

Sealed Proposals should be uploaded through OPENGOV before the time designated in "Invitation to Bid" for furnishing all transportation, labor, material, and equipment, and performing all operations required for the purchase, construction and completion of the work herein specified and shown on the drawings.

2.2. Additional Information or Clarification

Requests for additional information or clarifications must be submitted through the

eProcurement Portal. Requests for additional information or clarification must be received in writing **no later than Friday, February 21, 2025, 10:00 am.**

2.3. Equivalent Brand Names

When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval **no later than 10:00 am, on Friday, February 21, 2025.**

2.4. Bidder

A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.

2.5. Bid Bond

The Bid Bond shall be submitted with the electronic response through the eProcurement Portal. Should you have questions on the eProcurement Portal, contact the OpenGov Support Team via the Support Bubble on the bottom right or email at procurement-support@opengov.com. Bidder will not withdraw his bid for a period of (60) sixty days after bids are received unless a different period is stated in the Bidding Requirements or Contract Conditions.

2.6. Familiarity with Laws

The bidder is assumed to be familiar with all **Federal, State and local** laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.

2.7. Examination of Drawings, Specifications and Site of Work

The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment,

material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.

2.8. Qualifications of Bidder

The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.

2.9. Disqualification of Bidders

No bidder shall submit more than one proposal. Should the City have reasonable grounds for believing a bidder has interests/input in more than one Proposal for the same work will cause rejection of ALL proposals in which such bidder or bidders are believed to be involved. Any or all Proposals will be rejected if there is reason to believe Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.

2.10. Right to Reject Proposal

Right is reserved to reject any or all Proposals and to disregard technical errors.

2.11. Return of Proposal Guaranty

As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.

2.12. Execution of the Agreement

The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.

2.13. Failure to Execute the Agreement

Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect

2.14. Withdrawal of Proposal

A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by clicking on "Unsubmit Proposal" via eProcurement Portal.

2.15. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.

2.16. Basis of Award

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

2.17. Award of Contract

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

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

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

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

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

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

and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. The Bidder agrees to supply all materials within thirty (30) days after successful agreement has been signed by both parties and after contract has been submitted to them and receipt of Notice to Proceed. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. Should the contractor/vendor fail to substantially complete and supply the materials listed under this contract and make it available for beneficial use on or before the date stipulated for completion (or such later date as may result from extension of time granted by City), he shall pay the City, as liquidated damages, the sum of **(See Attached Schedule)** for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty. Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address or delivered in person to the said Contractor or his authorized representative on the work.

2.18. Conditions

The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications", and shall be attached to the bid. Any variations or exceptions shall meet or exceed the plans and specifications.

2.19. Quantities

An estimate of the quantities of work to be done and/or materials to be furnished is given in the specifications. It is the result of the City's calculations and is believed to be correct. It is given only as a basis of comparison of bids and the City does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.

2.20. Public Records

In accordance with 119.0701 F.S. Contractor shall:

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

**RICARDO QUINONES, DEPUTY CITY CLERK
CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS, FLORIDA 33542
RQUINONES@CI.ZEPHYRHILLS.FL.US
813-780-0000**

2.21. Correction of Work

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

2.22. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the specifications he will at once make such changes in the Plans and/or Specification, as the Contractor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

2.23. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

2.24. Termination (Cause and/or Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is affected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.
If termination for convenience is affected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.
For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

3. PRELIMINARY MATTERS

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

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

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

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

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

4. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

4.1. Construction

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

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

4.2. Insurance

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

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

4.3. Builders' Risk Coverage

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

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

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

Definitions: The following terms are respectively defined as follows:

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

5. CONTRACTOR'S RESPONSIBILITIES

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

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

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

The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, and

initial operation and completion of the Work. Any work necessary to be performed after regular working hours, on Sunday or legal holiday, shall be performed without additional expense to the City.

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

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

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

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

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

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

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

Shop or Setting Drawings: The Contractor shall submit promptly to the Architect/Engineer four (4) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been

indicated and shall furnish the Architect/Engineer with four (4) corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

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

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

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

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

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

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

SAFETY PLAN

- A. It is the contractor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.
- B. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractor of America,

and OSHA's Safety and Health Standards (29 CFR 1926/1910) U.S. Department of Labor, to the extent that such provisions are not in contravention of applicable law.

C. Safety Requirements:

- A. The Contractor shall provide documentation on Means of Egress, Emergency Evacuation, Confined Space Entry, Lock Out – Tag Out, Hot Work Permit, Hurricane Preparedness, Right-to-Know / MSDS Sheets to the satisfaction of the City prior to commencement of any single job.
- B. A Contractor Process Safety Management Briefing will be held at the Pre-Construction Conference. The Contractor will be required to attend this briefing and sign a form so stating that he has been briefed. A copy of this form is included in the Forms section of this package.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Indemnification: The Contractor assumes entire responsibility and liability and agrees to indemnify and hold harmless the City and its representatives from loss or damage sustained, or allegedly sustained, by any person or property arising out of, or claimed to have been caused by

or arisen out of, the sole, joint, or concurrent negligence of the Contractor and/or the City, connected with the performance of the work hereunder and agrees to pay all damages, losses, costs and expenses, including attorney's fees allegedly arising in any way out of the performance of the work hereunder by the Contractor and its agents and employees or its Subcontractors, their agents and employees, including but not limited to the following:

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

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

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

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

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

Payments to Contractor. (a) At the end of each calendar month during the life of the contract, the contractor will prepare an estimate of the quantities of the work completed and of the total amount due. The amount will be due on or before the 15th day of the second month following the completion of said work. (b) In preparation of monthly partial pay, estimated accounts may be taken if specifically approved by the owner of materials delivered to the site of work but not yet incorporated into the work. (c) When the work provided for by the contract has been

completely performed on the part of the contractor and all parts of the work have been approved by the engineer and accepted by the owner, a final estimate will be prepared which shows the total cost of the work performed under the contract, including extra work as authorized by change orders, the total amount retained, and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be reviewed for correctness by the engineer and approved by the owner before payment.

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

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

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

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

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

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

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall

be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

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

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

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

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

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

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

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

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

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority

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

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

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

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

Acceptance: Upon completion, the project manager shall inspect the project to assure all quality control standards are in compliance with the plans and specifications contained herein. The contract retainage five (5%) will be released for final payment upon completion of all punch list items.

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

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

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

6. SCOPE OF WORK

6.1. Runway 1-19 Rehabilitation

The City of Zephyrhills is soliciting a licensed State of Florida contractor to rehabilitate Runway 1-19 in accordance with the specifications and plans and as described in the following work items:

The rehabilitation of the existing asphalt pavement on Runway 1-19 will include a nominal 2" milling and 2" of new asphalt mix pavement, grooving, pavement markings, sodding, and replacing some of the elevated Runway 1-19 edge and end lights with flush mounted lights. The overlay will include the Runway 1-19 width of 100' plus 10' shoulders on either side. The remaining 15-ft shoulder width on either side will be milled 1.5" and paved to tie to the adjacent pavement. Approximately 400 square feet of Runway edge will require a leveling course around the station 19+25 to 19+75 to obtain the 2% allowable slope. The Runway width, geometric layout, and safety areas will remain unchanged in this Project.

This project shall be in compliance with the Florida Building code (last edition); Federal; State and City codes and requirements and be in accordance with the plans and specifications contained here. Please download the documentation for all details concerning this project.

In addition to **Item 2, 16/Basis of Award**, this bid will be low bid based on the preferred Base Bid and Additive Bids combination which is chosen by the City and based on the availability of funds.

Please note the damages listed on page 7 and page 20 have been expanded/updated on Attachment D to this solicitation.

7. PRICING PROPOSALS

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

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

SCHEDULE A-RUNWAY 1-19 REHABILITATION

Zephyrhills Municipal Airport (ZPH)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Contractor Quality Control Program (CQCP)	1	LS			C-100-1
2	Temporary Pollution, Erosion, and Siltation Control	1	LS			C-102-1
3	Mobilization	1	LS			C-105-1
4	Nominal Asphalt Milling (2")	62,565	SY			P-101-2
5	Safety, Security, and Maintenance of Airfield Operations	1	LS			P-102-1
6	Survey, Stakeout and As-Built Survey	1	LS			P-103-1
7	Asphalt Mix Pavement	7,390	TON			P-403-1
8	Emulsified Asphalt Tack Coat	6,255	GAL			P-603-1
9	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	47,306	SF			P-620-1
10	White or Yellow reflective Runway and Taxiway Marking (Final 100%)	47,675	SF			P-620-2
11	Black non-reflective Marking Outlines	16,000	SF			P-620-3
12	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	20	EA			L-105-1
13	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can	2	EA			L-105-2
14	Demolish L-861T Elevated Taxiway Edge Light and Transformer and Base Can	14	EA			L-105-3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
15	Remove L-862 Elevated Runway Edge Light and Transformer, Existing Base Can to Remain	24	EA			L-105-4
16	Remove L-862E Elevated Runway Threshold/End Light and Transformer, Existing Base Can to Remain	16	EA			L-105-5
17	Remove L-850C In-pavement Runway Edge Light and Transformer, Existing L-868B Base Can to Remain	38	EA			L-105-6
18	Remove Guidance Sign, Existing Foundation to Remain	1	EA			L-105-7
19	Demolish Runway 19 REIL System and Foundations	1	LS			L-105-8
20	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	7,200	LF			L-108-1
21	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, including Connections/Terminations	450	LF			L-108-2
22	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA			L-108-3
23	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	400	LF			L-110-1
24	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Existing Asphalt Pavement	15	LF			L-110-2
25	Remove Direct Buried Electrical Conduit, 1-Way, 2-Inch, in Turf Areas, Complete	360	LF			L-110-3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
26	Clear Existing Conduit, Remove Existing Cables	7,950	LF			L-110-4
27	L-867D Base Can, with 3/8" Thick Blank Cover plate, in Turf Areas	5	EA			L-115-1
28	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Existing Asphalt Pavement	6	EA			L-125-1
29	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement	1	EA			L-125-2
30	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Base Can in Turf Areas	13	EA			L-125-3
31	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on New L-868B Base Can in Mill and Overlay Pavement	1	EA			L-125-4
32	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-868B Base Can in Mill and Overlay Pavement	22	EA			L-125-5
33	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement	24	EA			L-125-6

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
34	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-868B Base Can in Existing Asphalt Pavement	16	EA			L-125-7
35	L-850D(L) LED In-pavement Runway Threshold/End Light and Transformer, on Existing L-867B Base Can in Turf Areas	16	EA			L-125-8
36	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	3	EA			L-125-9
37	L-858(L) LED Guidance Sign, Size 2, 2 Module, on Existing Foundation	1	EA			L-125-10
38	Runway 19 REIL System	1	LS			L-125-11
39	Field Lightning Arrestor	4	EA			L-125-12
TOTAL						

SCHEDULE A-ADDITIVE BID 1

Grooving and Refreshing Markings

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	White or Yellow reflective Runway and Taxiway Marking (Final 100%), (RW 1 End Extension)	7,325	SF			P-620-2
2	Black noon-reflective Marking Outlines, (RW 1 End Extension)	6,811	SF			P-620-3
3	Grooving	55,111	SY			P-621-1
TOTAL						

SCHEDULE A-ADDITIVE BID 2**15ft Shoulders Rehabilitation at each side of Runway 1-19**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Nominal Asphalt Milling (1.5")	16,435	SY			P-101-2
2	Shoulder Re-grading	10,332	SY			P-152-1
3	Asphalt Mix Pavement	1,745	TON			P-403-1
4	Emulsified Asphalt Tack Coat	1,645	GAL			P-603-1
5	Sodding	10,332	SY			T-904-1
TOTAL						

SCHEDULE A-ADDITIVE BID 3**Demolition of RW 19 End Closed Taxiway Connector**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Asphalt Pavement Demolition	1,081	SY			P-101-1
2	Shoulder Re-grading	1,680	SY			P-152-1
3	Sodding	1,680	SY			T-904-1
TOTAL						

SCHEDULE A-ADDITIVE BID 4**TW H New Taxiway Edge Lights and Foundations**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1,350	LF			L-108-1
2	3/4" x 10' Copper-Clad Steel Ground Rod	14	EA			L-108-3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
3	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	14	EA			L-125-9
TOTAL						

CONTINGENCY - 10%

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
C-1	Contingency - 10%	1	EA		
TOTAL					

8. VENDOR RESPONSE

8.1. AIA DOCUMENT A310 - BID BOND*

A certified, signed bid bond is REQUIRED.

Please download the below documents, complete, and upload.

- [Bid_Bond.pdf](#)

*Response required

8.2. Right to Waive*

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

☐ Please confirm

*Response required

8.3. PUBLIC ENTITY CRIMES*

Please download the below documents, complete, and upload.

- [ZPH_PUBLIC_ENTITY_CRIME.pdf](#)

*Response required

8.4. NON-COLLUSIVE AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Non_Collusive.pdf](#)

*Response required

8.5. DRUG-FREE WORKPLACE *

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that it

does:

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

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

☐ Please confirm

*Response required

8.6. E-VERIFY CERTIFICATION FORM *

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

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

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

CERTIFICATION

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

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

☐ Please confirm

*Response required

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

If YES, please provide a detailed explanation of any apparent errors or omissions within next question.

☐ Yes

☐ No

*Response required

8.8. If YES answered on Errors and Omissions, please provide a detailed explanation of any apparent errors or omissions within next question.

8.9. REFERENCES – Projects of SIMILAR Scope *

Provide References within the last five (5) years - minimum 5 references

*Response required

8.10. REFERENCES – Current ACTIVE Projects*

Provide References within the last five (5) years - minimum 5 references

*Response required

8.11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Vendor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

If Vendor is unable to certify - attach explanation on next question.

☐ Please confirm

8.12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *
Please download the below documents, complete, and upload.

- [Federal Debarment Certifica...](#)

*Response required

8.13. Business Licenses and Certifications

Upload all business licenses and certifications applicable to the bid response.

8.14. 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

8.15. 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

8.16. 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

8.17. 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

8.18. 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

8.19. 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

8.20. BYRD ANTI LOBBYING AMENDMENT*

Prohibits the use of appropriated funds by recipients of a "Federal Contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract".

☐ Please confirm

*Response required

8.21. BYRD ANTI-LOBBYING CERTIFICATION*

Please download the below documents, complete, and upload.

- [BYRD ANTI-LOBBYING CERTIFIC...](#)

*Response required

8.22. COPELAND ANTI-KICKBACK ACT*

This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.

☐ Please confirm

*Response required

8.23. SMALL & MINORITY BUSINESS AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Small & Minority Business A...](#)

*Response required

8.24. WORK HOURS & SAFETY STANDARDS ACT 40 USC 327*

You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek.

☐ Please confirm

*Response required

8.25. 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

8.26. 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

8.27. 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

8.28. 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

8.29. 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

8.30. 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 Conservation and Recovery Act.

☐ Please confirm

*Response required

8.31. 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

8.32. TELECOMMUNICATION 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

8.33. 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

8.34. 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

8.35. 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

8.36. 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

8.37. Addenda / Questions & 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

8.38. Point of Contact for Solicitation (Name/Email/Phone)*

*Response required

8.39. Authorized Signatory*

*Response required

8.40. Name and Title of Authorized Signatory*

Enter the Name and Title of the Authorized Signatory

*Response required

8.41. 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.

*Response required



ADDENDA REPORT
ITB No. 2025-001
Runway 1-19 Rehabilitation

RESPONSE DEADLINE: February 28, 2025 at 10:00 am

Thursday, March 6, 2025

Addenda Issued:

Addendum #1

Jan 21, 2025 3:40 PM

Electrical Plans have been added to the project.

Attachments:

· [B-Plans-Schedule-A-RW-1-19..010625-ElectricalPlans \(1\)](#)

Addendum #2

Jan 23, 2025 10:07 AM

Pre-Conference Microsoft Teams Availability has been arranged. Meeting starts at 10 a.m. and followed by 2025-002 Taxiway F Rehab with a Site visit of both locations

Attachments:

· [Add 2 Microsoft Teams Availability \(1\)](#)

Addendum #3

Jan 27, 2025 11:19 AM

Signin Sheet; Recording and 2nd Project Site Visit

Attachments:

· [Add 3 - Description](#)

· [Add 3-Pre-Conference Recording](#)

· [Add 3-PreConf SignIn \(3\)](#)

Addendum #4

Feb 5, 2025 8:28 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum. Bid Form, Schedule A-Additive Bid 2 Item 1 from 2" to 1.5"

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
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ADDENDA REPORT
ITB No. 2025-001
Runway 1-19 Rehabilitation

C.W. Roberts Contracting, Inc.	X	Feb 7, 2025 10:35 AM	Keith Drake
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 11:54 AM	Kara Coggins
Hubbard Construction Company	X	Feb 20, 2025 8:40 AM	Wendy Vickery

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
C.W. Roberts Contracting, Inc.	X	Feb 7, 2025 10:35 AM	Keith Drake
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 11:54 AM	Kara Coggins
Hubbard Construction Company	X	Feb 20, 2025 8:40 AM	Wendy Vickery

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
C.W. Roberts Contracting, Inc.	X	Feb 7, 2025 10:35 AM	Keith Drake
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 11:54 AM	Kara Coggins
Hubbard Construction Company	X	Feb 20, 2025 8:40 AM	Wendy Vickery

Addendum #4

Proposal	Confirmed	Confirmed At	Confirmed By
C.W. Roberts Contracting, Inc.	X	Feb 7, 2025 10:35 AM	Keith Drake
Ajax Paving Industries of Florida, LLC	X	Feb 19, 2025 11:54 AM	Kara Coggins
Hubbard Construction Company	X	Feb 20, 2025 8:40 AM	Wendy Vickery

March 10, 2025

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536

Subject: Review of Bids for ZPH Runway 1-19 Rehabilitation

Dear Karen,

Following our recent review of the bids submitted for the ZPH Runway 1-19 project, I am pleased to inform you that MDG has completed the evaluation of the three bids received from the contractors listed below:

C.W. Roberts Contracting, Inc.	\$3,541,108.60
Ajax Paving Industries of Florida, LLC	\$4,169,472.78
Hubbard Construction Company	\$3,916,266.99

After careful analysis of the submitted bids, MDG has determined that C.W. Roberts Contracting, Inc., submitted the most competitive proposal. Their bid demonstrates a clear understanding of the project requirements, and a competitive pricing structure.

Therefore, MDG recommends City of Zephyrhills to approve the bid from C.W. Roberts Contracting, Inc. for the ZPH Runway 1-19 project. We are confident that their experience and expertise will result in a successful and efficient completion of the project.

Please let us know if you have any questions or need any additional information.

Sincerely,

MOHSEN DESIGN GROUP INCORPORATED



Mohsen Mohammadi, Ph.D., P.E.
Principal

Attachement : Bid Tabulation

Runway 1-19 Rehabilitation											
				Engineer's Estimate		C.W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		Hubbard Construction Company	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Schedule A-Runway 1-19 Rehabilitation											
1	Contractor Quality Control Program (CQCP)	1	LS	\$50,000.00	\$50,000.00	\$47,486.63	\$47,486.63	\$8,660.00	\$8,660.00	\$16,000.00	\$16,000.00
2	Temporary Pollution, Erosion, and Siltation Control	1	LS	\$20,000.00	\$20,000.00	\$39,049.54	\$39,049.54	\$31,850.00	\$31,850.00	\$189,000.00	\$189,000.00
3	Mobilization	1	LS	\$350,000.00	\$350,000.00	\$272,817.64	\$272,817.64	\$375,400.00	\$375,400.00	\$296,000.00	\$296,000.00
4	Nominal Asphalt Milling (2")	62565	SY	\$5.00	\$312,825.00	\$2.56	\$160,166.40	\$2.00	\$125,130.00	\$2.14	\$133,889.10
5	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$100,000.00	\$100,000.00	\$82,414.56	\$82,414.56	\$276,600.00	\$276,600.00	\$305,000.00	\$305,000.00
6	Survey, Stakeout and As-Built Survey	1	LS	\$10,000.00	\$10,000.00	\$56,941.71	\$56,941.71	\$100,600.00	\$100,600.00	\$218,000.00	\$218,000.00
7	Asphalt Mix Pavement	7390	TON	\$250.00	\$1,847,500.00	\$179.67	\$1,327,761.30	\$213.00	\$1,574,070.00	\$180.81	\$1,336,185.90
8	Emulsified Asphalt Tack Coat	6255	GAL	\$3.00	\$18,765.00	\$4.95	\$30,962.25	\$3.10	\$19,390.50	\$3.36	\$21,016.80
9	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	47306	SF	\$2.00	\$94,612.00	\$0.64	\$30,275.84	\$0.60	\$28,383.60	\$0.60	\$28,383.60
10	White or Yellow reflective Runway and Taxiway Marking (Final 100%)	47675	SF	\$3.00	\$143,025.00	\$0.90	\$42,907.50	\$0.80	\$38,140.00	\$1.00	\$47,675.00
11	Black non-reflective Marking Outlines	16000	SF	\$3.00	\$48,000.00	\$0.83	\$13,280.00	\$0.75	\$12,000.00	\$0.60	\$9,600.00
12	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	20	EA	\$100.00	\$2,000.00	\$126.21	\$2,524.20	\$115.00	\$2,300.00	\$100.53	\$2,010.60
13	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can	2	EA	\$500.00	\$1,000.00	\$252.43	\$504.86	\$231.00	\$462.00	\$201.06	\$402.12
14	Demolish L-861T Elevated Taxiway Edge Light and Transformer and Base Can	14	EA	\$500.00	\$7,000.00	\$252.43	\$3,534.02	\$231.00	\$3,234.00	\$201.06	\$2,814.84
15	Remove L-862 Elevated Runway Edge Light and Transformer, Existing Base Can to Remain	24	EA	\$100.00	\$2,400.00	\$126.21	\$3,029.04	\$115.00	\$2,760.00	\$100.53	\$2,412.72
16	Remove L-862E Elevated Runway Threshold/End Light and Transformer, Existing Base Can to Remain	16	EA	\$100.00	\$1,600.00	\$126.21	\$2,019.36	\$115.00	\$1,840.00	\$100.53	\$1,608.48
17	Remove L-850C In-pavement Runway Edge Light and Transformer, Existing L-868B Base Can to Remain	38	EA	\$100.00	\$3,800.00	\$126.21	\$4,795.98	\$115.00	\$4,370.00	\$100.53	\$3,820.14
18	Remove Guidance Sign, Existing Foundation to Remain	1	EA	\$750.00	\$750.00	\$252.43	\$252.43	\$231.00	\$231.00	\$201.06	\$201.06
19	Demolish Runway 19 REIL System and Foundations	1	LS	\$1,000.00	\$1,000.00	\$757.29	\$757.29	\$693.00	\$693.00	\$603.18	\$603.18
20	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	7200	LF	\$3.50	\$25,200.00	\$2.52	\$18,144.00	\$2.30	\$16,560.00	\$2.01	\$14,472.00

Runway 1-19 Rehabilitation											
				Engineer's Estimate		C.W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		Hubbard Construction Company	
21	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, including Connections/Terminations	450	LF	\$5.00	\$2,250.00	\$8.84	\$3,978.00	\$8.00	\$3,600.00	\$7.04	\$3,168.00
22	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA	\$250.00	\$2,750.00	\$252.43	\$2,776.73	\$231.00	\$2,541.00	\$201.06	\$2,211.66
23	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	400	LF	\$30.00	\$12,000.00	\$10.10	\$4,040.00	\$9.00	\$3,600.00	\$8.04	\$3,216.00
24	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Existing Asphalt Pavement	15	LF	\$50.00	\$750.00	\$50.49	\$757.35	\$46.00	\$690.00	\$40.21	\$603.15
25	Remove Direct Buried Electrical Conduit, 1-Way, 2-Inch, in Turf Areas, Complete	360	LF	\$10.00	\$3,600.00	\$3.79	\$1,364.40	\$3.50	\$1,260.00	\$3.02	\$1,087.20
26	Clear Existing Conduit, Remove Existing Cables	7950	LF	\$2.00	\$15,900.00	\$0.13	\$1,033.50	\$0.10	\$795.00	\$0.10	\$795.00
27	L-867D Base Can, with 3/8" Thick Blank Cover plate, in Turf Areas	5	EA	\$1,800.00	\$9,000.00	\$1,893.21	\$9,466.05	\$1,730.00	\$8,650.00	\$1,507.95	\$7,539.75
28	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Existing Asphalt Pavement	6	EA	\$2,500.00	\$15,000.00	\$2,776.71	\$16,660.26	\$2,540.00	\$15,240.00	\$2,211.66	\$13,269.96
29	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement	1	EA	\$3,000.00	\$3,000.00	\$2,776.71	\$2,776.71	\$2,540.00	\$2,540.00	\$2,211.65	\$2,211.65
30	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Base Can in Turf Areas	13	EA	\$2,000.00	\$26,000.00	\$2,271.85	\$29,534.05	\$2,080.00	\$27,040.00	\$1,809.54	\$23,524.02
31	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on New L-868B Base Can in Mill and Overlay Pavement	1	EA	\$3,500.00	\$3,500.00	\$3,786.43	\$3,786.43	\$3,460.00	\$3,460.00	\$3,015.89	\$3,015.89
32	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-868B Base Can in Mill and Overlay Pavement	22	EA	\$2,000.00	\$44,000.00	\$3,660.21	\$80,524.62	\$3,350.00	\$73,700.00	\$2,915.36	\$64,137.92
33	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement	24	EA	\$3,000.00	\$72,000.00	\$3,786.42	\$90,874.08	\$3,460.00	\$83,040.00	\$3,015.89	\$72,381.36
34	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-868B Base Can in Existing Asphalt Pavement	16	EA	\$1,500.00	\$24,000.00	\$3,155.35	\$50,485.60	\$2,890.00	\$46,240.00	\$2,513.24	\$40,211.84

Runway 1-19 Rehabilitation											
				Engineer's Estimate		C.W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		Hubbard Construction Company	
35	L-850D(L) LED In-pavement Runway Threshold/End Light and Transformer, on Existing L-867B Base Can in Turf Areas	16	EA	\$2,000.00	\$32,000.00	\$3,660.21	\$58,563.36	\$3,350.00	\$53,600.00	\$2,915.36	\$46,645.76
36	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	3	EA	\$1,800.00	\$5,400.00	\$3,155.35	\$9,466.05	\$2,890.00	\$8,670.00	\$2,513.24	\$7,539.72
37	L-858(L) LED Guidance Sign, Size 2, 2 Module, on Existing Foundation	1	EA	\$5,000.00	\$5,000.00	\$10,097.14	\$10,097.14	\$9,240.00	\$9,240.00	\$8,042.38	\$8,042.38
38	Runway 19 REIL System	1	LS	\$30,000.00	\$30,000.00	\$37,864.24	\$37,864.24	\$34,650.00	\$34,650.00	\$30,158.92	\$30,158.92
39	Field Lightning Arrestor	4	EA	\$500.00	\$2,000.00	\$946.61	\$3,786.44	\$866.00	\$3,464.00	\$753.97	\$3,015.88
	Total				\$3,347,627.00		\$2,557,459.56		\$3,004,694.10		\$2,961,871.60
Schedule A-Additive Bid 1											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	White or Yellow reflective Runway and Taxiway Marking (Final 100%), (RW 1 End Extension)	7325	SF	\$3.00	\$21,975.00	\$3.21	\$23,513.25	\$3.00	\$21,975.00	\$1.50	\$10,987.50
2	Black noon-reflective Marking Outlines, (RW 1 End Extension)	6811	SF	\$3.00	\$20,433.00	\$0.58	\$3,950.38	\$0.50	\$3,405.50	\$1.10	\$7,492.10
3	Grooving	55111	SY	\$5.00	\$275,555.00	\$2.87	\$158,168.57	\$2.20	\$121,244.20	\$2.77	\$152,657.47
	Total				\$317,963.00		\$185,632.20		\$146,624.70		\$171,137.07
Schedule A-Additive Bid 2											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Nominal Asphalt Milling (1.5")	16435	SY	\$5.00	\$82,175.00	\$2.99	\$49,140.65	\$1.70	\$27,939.50	\$2.65	\$43,552.75
2	Shoulder Re-grading	10332	SY	\$5.00	\$51,660.00	\$2.38	\$24,590.16	\$4.00	\$41,328.00	\$0.94	\$9,712.08
3	Asphalt Mix Pavement	1745	TON	\$250.00	\$436,250.00	\$172.99	\$301,867.55	\$240.00	\$418,800.00	\$192.08	\$335,179.60
4	Emulsified Asphalt Tack Coat	1645	GAL	\$3.00	\$4,935.00	\$4.87	\$8,011.15	\$3.10	\$5,099.50	\$3.36	\$5,527.20
5	Sodding	10332	SY	\$4.00	\$41,328.00	\$6.31	\$65,194.92	\$6.00	\$61,992.00	\$3.94	\$40,708.08
	Total				\$616,348.00		\$448,804.43		\$555,159.00		\$434,679.71
Schedule A-Additive Bid 3											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Asphalt Pavement Demolition	1081	SY	\$10.00	\$10,810.00	\$35.07	\$37,910.67	\$13.00	\$14,053.00	\$13.37	\$14,452.97
2	Shoulder Re-grading	1680	SY	\$5.00	\$8,400.00	\$3.47	\$5,829.60	\$15.00	\$25,200.00	\$1.01	\$1,696.80
3	Sodding	1680	SY	\$4.00	\$6,720.00	\$7.59	\$12,751.20	\$6.50	\$10,920.00	\$4.04	\$6,787.20
	Total				\$25,930.00		\$56,491.47		\$50,173.00		\$22,936.97

Runway 1-19 Rehabilitation											
				Engineer's Estimate		C.W. Roberts Contracting, Inc.		Ajax Paving Industries of Florida, LLC		Hubbard Construction Company	
Schedule A-Additive Bid 4											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1350	LF	\$3.50	\$4,725.00	\$2.52	\$3,402.00	\$2.30	\$3,105.00	\$2.01	\$2,713.50
2	3/4" x 10' Copper-Clad Steel Ground Rod	14	EA	\$250.00	\$3,500.00	\$252.43	\$3,534.02	\$231.00	\$3,234.00	\$201.06	\$2,814.84
3	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	14	EA	\$1,800.00	\$25,200.00	\$2,145.64	\$30,038.96	\$1,960.00	\$27,440.00	\$1,709.01	\$23,926.14
	Total				\$33,425.00		\$36,974.98		\$33,779.00		\$29,454.48
Contingency - 10%											
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
C-1	Contingency - 10%	1	EA	\$334,762.70	\$334,762.70	\$255,745.96	\$255,745.96	\$379,042.98	\$379,042.98	\$296,187.16	\$296,187.16
	Total				\$334,762.70		\$255,745.96		\$379,042.98		\$296,187.16
	Total Base, Additives 1-4,& Contingency				\$4,676,055.70		\$3,541,108.60		\$4,169,472.78		\$3,916,266.99

C.W. Roberts Contracting, Inc. Response

Pricing unsealed at Feb 28, 2025 10:00 AM

CONTACT INFORMATION

Company

C.W. Roberts Contracting, Inc.

Email

kdrake@cwrcontracting.com

Contact

Keith Drake

Address

3660 Hartsfield Rd

Tallahassee, FL 32303

Phone

(813) 756-2009 Ext: 103

Website

www.cwrcontracting.com

Submission Date

Feb 27, 2025 3:06 PM (Eastern Time)

ADDENDA CONFIRMATION

✔ Addendum #1

Confirmed Feb 7, 2025 10:35 AM by Keith Drake

✔ Addendum #2

Confirmed Feb 7, 2025 10:35 AM by Keith Drake

✔ Addendum #3

Confirmed Feb 7, 2025 10:35 AM by Keith Drake

✔ Addendum #4

Confirmed Feb 7, 2025 10:35 AM by Keith Drake

QUESTIONNAIRE

1. AIA DOCUMENT A310 - BID BOND*

☒ Pass ☐ Fail

A certified, signed bid bond is REQUIRED.

Please download the below documents, complete, and upload.

 [Bid_Bond.pdf](#) [PLT25013-A310-Bid_Bond-Completed-20250227-1417.pdf](#)

2. Right to Waive*

☒ Pass ☐ Fail

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

☒ Confirmed

3. PUBLIC ENTITY CRIMES*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [ZPH_PUBLIC_ENTITY_CRIME.pdf](#)

4. NON-COLLUSIVE AFFIDAVIT*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Non_Collusive.pdf](#)

 [NonCol_SKM_C451i25021815160.pdf](#)

5. DRUG-FREE WORKPLACE *

☒ Pass ☐ Fail

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

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

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

☒ Confirmed

6. E-VERIFY CERTIFICATION FORM *

☒ Pass ☐ Fail

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

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

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

CERTIFICATION

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

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

☒ Confirmed

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

☒ Pass ☐ Fail

If YES, please provide a detailed explanation of any apparent errors or omissions within next question.

No

8. If YES answered on Errors and Omissions, please provide a detailed explanation of any apparent errors or omissions within next question.

None presently aware.

☒ Pass ☐ Fail

9. REFERENCES – Projects of SIMILAR Scope *

☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

 [Airport_References_2021.docx](#)

10. REFERENCES – Current ACTIVE Projects*

☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

 [Job_References_2024_.docx](#)

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion☒ Pass ☐ Fail

Vendor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

If Vendor is unable to certify - attach explanation on next question.

☒ Confirmed

12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Federal Debarment Certification Form.pdf](#)

 [2Fed_Debar_SKM_C451i25021815001.pdf](#)

13. Business Licenses and Certifications☒ Pass ☐ Fail

Upload all business licenses and certifications applicable to the bid response.

 [FDOT_Quals_C.W._Roberts_Contracting,_Inc._2025.pdf](#)

 [Bob_Flowers_CGC_ex_8.31.2026.pdf](#)

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. BYRD ANTI LOBBYING AMENDMENT*☒ Pass ☐ Fail

Prohibits the use of appropriated funds by recipients of a "Federal Contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract".

☒ Confirmed

21. BYRD ANTI-LOBBYING CERTIFICATION*☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [BYRD_ANTI-LOBBYING_CERTIFICATION_-_Copy_\(1\).pdf](#)

 [Byrd_SKM_C451i25021814590.pdf](#)

22. COPELAND ANTI-KICKBACK ACT*

☒ Pass ☐ Fail

This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.

☒ Confirmed

23. SMALL & MINORITY BUSINESS AFFIDAVIT*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Small & Minority Business Affidavit.pdf](#)

 [Afadavit_SKM_C451i25021815000.pdf](#)

24. WORK HOURS & SAFETY STANDARDS ACT 40 USC 327*

☒ Pass ☐ Fail

You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek.

☒ Confirmed

25. 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

26. 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

27. 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

28. 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

29. 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

30. 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

31. 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

32. TELECOMMUNICATION 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

33. 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

34. 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

35. 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

36. 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

37. Addenda / Questions & 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

38. Point of Contact for Solicitation (Name/Email/Phone)*

☐ Pass ☐ Fail

Richard Straily, Area Manager 813-756-2009

39. Authorized Signatory*

☒ Pass ☐ Fail

Richard Straily, Area Manager 813-756-2009

40. Name and Title of Authorized Signatory*

☒ Pass ☐ Fail

Enter the Name and Title of the Authorized Signatory

Richard Straily, Area Manager 813-756-2009

41. 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.

Richard Straily, Area Manager 813-756-2009

PRICE TABLES

Schedule A-Runway 1-19 Rehabilitation

Zephyrhills Municipal Airport (ZPH)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Contractor Quality Control Program (CQCP)	1	LS	\$47,486.63	\$47,486.63	C-100-1
2	Temporary Pollution, Erosion, and Siltation Control	1	LS	\$39,049.54	\$39,049.54	C-102-1
3	Mobilization	1	LS	\$272,817.64	\$272,817.64	C-105-1
4	Nominal Asphalt Milling (2")	62565	SY	\$2.56	\$160,166.40	P-101-2
5	Safety, Security, and Maintenance of Airfield Operations	1	LS	\$82,414.56	\$82,414.56	P-102-1
6	Survey, Stakeout and As-Built Survey	1	LS	\$56,941.71	\$56,941.71	P-103-1
7	Asphalt Mix Pavement	7390	TON	\$179.67	\$1,327,761.30	P-403-1
8	Emulsified Asphalt Tack Coat	6255	GAL	\$4.95	\$30,962.25	P-603-1
9	White or Yellow non-reflective Runway and Taxiway Marking (Temporary 30%)	47306	SF	\$0.64	\$30,275.84	P-620-1
10	White or Yellow reflective Runway and Taxiway Marking (Final 100%)	47675	SF	\$0.90	\$42,907.50	P-620-2
11	Black non-reflective Marking Outlines	16000	SF	\$0.83	\$13,280.00	P-620-3
12	Remove L-861T(L) Elevated Taxiway Edge Light and Transformer, Existing Base Can to Remain	20	EA	\$126.21	\$2,524.20	L-105-1
13	Demolish L-861T(L) Elevated Taxiway Edge Light and Transformer and Base Can	2	EA	\$252.43	\$504.86	L-105-2
14	Demolish L-861T Elevated Taxiway Edge Light and Transformer and Base Can	14	EA	\$252.43	\$3,534.02	L-105-3
15	Remove L-862 Elevated Runway Edge Light and Transformer, Existing Base Can to Remain	24	EA	\$126.21	\$3,029.04	L-105-4
16	Remove L-862E Elevated Runway Threshold/End Light and Transformer, Existing Base Can to Remain	16	EA	\$126.21	\$2,019.36	L-105-5
17	Remove L-850C In-pavement Runway Edge Light and Transformer, Existing L-868B Base Can to Remain	38	EA	\$126.21	\$4,795.98	L-105-6

18	Remove Guidance Sign, Existing Foundation to Remain	1	EA	\$252.43	\$252.43	L-105-7
19	Demolish Runway 19 REIL System and Foundations	1	LS	\$757.29	\$757.29	L-105-8
20	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	7200	LF	\$2.52	\$18,144.00	L-108-1
21	No. 2 AWG, Bare Solid Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, including Connections/Terminations	450	LF	\$8.84	\$3,978.00	L-108-2
22	3/4" x 10' Copper-Clad Steel Ground Rod	11	EA	\$252.43	\$2,776.73	L-108-3
23	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Turf Areas	400	LF	\$10.10	\$4,040.00	L-110-1
24	Concrete Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in Existing Asphalt Pavement	15	LF	\$50.49	\$757.35	L-110-2
25	Remove Direct Buried Electrical Conduit, 1-Way, 2-Inch, in Turf Areas, Complete	360	LF	\$3.79	\$1,364.40	L-110-3
26	Clear Existing Conduit, Remove Existing Cables	7950	LF	\$0.13	\$1,033.50	L-110-4
27	L-867D Base Can, with 3/8" Thick Blank Cover plate, in Turf Areas	5	EA	\$1,893.21	\$9,466.05	L-115-1
28	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Existing Asphalt Pavement	6	EA	\$2,776.71	\$16,660.26	L-125-1
29	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement	1	EA	\$2,776.71	\$2,776.71	L-125-2
30	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on Existing L-867B Base Can in Turf Areas	13	EA	\$2,271.85	\$29,534.05	L-125-3
31	L-852T(L) LED In-pavement Taxiway Edge Light and Transformer, on New L-868B Base Can in Mill and Overlay Pavement	1	EA	\$3,786.43	\$3,786.43	L-125-4
32	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-868B Base Can in Mill and Overlay Pavement	22	EA	\$3,660.21	\$80,524.62	L-125-5

33	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-867B Adjustable Base Can in Mill and Overlay Pavement	24	EA	\$3,786.42	\$90,874.08	L-125-6
34	L-850C(L) LED In-pavement Runway Edge Light and Transformer, on Existing L-868B Base Can in Existing Asphalt Pavement	16	EA	\$3,155.35	\$50,485.60	L-125-7
35	L-850D(L) LED In-pavement Runway Threshold/End Light and Transformer, on Existing L-867B Base Can in Turf Areas	16	EA	\$3,660.21	\$58,563.36	L-125-8
36	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	3	EA	\$3,155.35	\$9,466.05	L-125-9
37	L-858(L) LED Guidance Sign, Size 2, 2 Module, on Existing Foundation	1	EA	\$10,097.14	\$10,097.14	L-125-10
38	Runway 19 REIL System	1	LS	\$37,864.24	\$37,864.24	L-125-11
39	Field Lightning Arrestor	4	EA	\$946.61	\$3,786.44	L-125-12
Total					\$2,557,459.56	

Schedule A-Additive Bid 1

Grooving and Refreshing Markings

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	White or Yellow reflective Runway and Taxiway Marking (Final 100%), (RW 1 End Extension)	7325	SF	\$3.21	\$23,513.25	P-620-2
2	Black noon-reflective Marking Outlines, (RW 1 End Extension)	6811	SF	\$0.58	\$3,950.38	P-620-3
3	Grooving	55111	SY	\$2.87	\$158,168.57	P-621-1
Total					\$185,632.20	

Schedule A-Additive Bid 2

15ft Shoulders Rehabilitation at each side of Runway 1-19

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Nominal Asphalt Milling (1.5")	16435	SY	\$2.99	\$49,140.65	P-101-2
2	Shoulder Re-grading	10332	SY	\$2.38	\$24,590.16	P-152-1

3	Asphalt Mix Pavement	1745	TON	\$172.99	\$301,867.55	P-403-1
4	Emulsified Asphalt Tack Coat	1645	GAL	\$4.87	\$8,011.15	P-603-1
5	Sodding	10332	SY	\$6.31	\$65,194.92	T-904-1
Total					\$448,804.43	

Schedule A-Additive Bid 3

Demolition of RW 19 End Closed Taxiway Connector

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	Asphalt Pavement Demolition	1081	SY	\$35.07	\$37,910.67	P-101-1
2	Shoulder Re-grading	1680	SY	\$3.47	\$5,829.60	P-152-1
3	Sodding	1680	SY	\$7.59	\$12,751.20	T-904-1
Total					\$56,491.47	

Schedule A-Additive Bid 4

TW H New Taxiway Edge Lights and Foundations

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec No
1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	1350	LF	\$2.52	\$3,402.00	L-108-1
2	3/4" x 10' Copper-Clad Steel Ground Rod	14	EA	\$252.43	\$3,534.02	L-108-3
3	L-861T(L) LED Elevated Taxiway Edge Light and Transformer, on New L-867B Base Can in Turf Areas	14	EA	\$2,145.64	\$30,038.96	L-125-9
Total					\$36,974.98	

Contingency - 10%

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
C-1	Contingency - 10%	1	EA	\$255,745.96	\$255,745.96
Total					\$255,745.96

CONSENT ITEMS 1.4

45-25-06 Utility Agreement for 5530Bell Street Zephyrhills FL 33542

Issue:

Background:

Attachment(s):

1. 45-25-06 Utility Agreement for 5530Bell Street Zephyrhills FL 33542

Fiscal Impact:

Staff Recommendation:

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 4th day of April, 2025, between
Suncoast Real Properties & Construction LLC hereinafter referred to as parties of the first
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of
water/sewer to the parcel of land described as follows:

Physical Address: 5530 Bell Street Zephyrhills FL 33542

Parcel Identification Number: 12 26 21 0290 00000 0031

Legal Description: UNREC SUBDIVISION OF SE1/4 OF SE1/4 OF NE1/4 OF SEC 12 POR
LOT 3 DESC AS WEST 1/2 OF SOUTH 128.32 FT OF NORTH 384.69 FT
OF WEST 333.41 FT SUBJECT TO ROAD R/W OVER & ACROSS EAST 15
FT THEREOF & WEST 15 FT THEREOF & SUBJECT TO A PERPETUAL
EASEMENT OVER WEST 10 FT THEREOF FOR RIGHT OF WAY FOR
BELL STREET PER OR 4589 PG 1670

2. The parties of the first part do hereby affirm that the lands to which said services shall be
provided are/are not contiguous to the corporate limits of the City of Zephyrhills, and that said
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands
involved in this agreement shall at the sole discretion of the City, be annexed and become part of
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments
required to effect such annexation, and in the absence thereof, does hereby appoint the City
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of
water lines, ~~sewer-lines~~ or conduit of any type for the purposes of providing the municipal services
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, ~~sewer-lines~~ or conduit will be available to serve other intervening
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the
cost of construction, such reimbursement being consistent with current City policy as expressed by
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment

of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (residential and-business) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present water/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or

2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST _____
CITY CLERK

BY: _____
PRESIDENT OF CITY COUNCIL

BY: _____
MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared
Kenneth M. Burgess, Jr. _____, President of City Council, _____ Melonie Monson Bahr _____,
Mayor and _____ Lori L. Hillman _____, City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this _____ day of _____, 20____.

(SEAL)

x _____
Witness Signature
Wendy Heimes
Witness Printed Name
x _____
Witness Signature
Lindsay Bateman
Witness Printed Name
x _____
Witness Signature

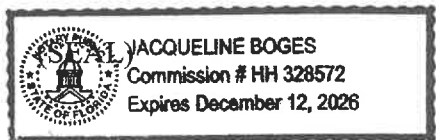
Witness Printed Name
x _____
Witness Signature

Witness Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared _____
Jordanes Hypolite _____ known by me to be the person(s) described in or who produced
Florida Drivers License _____ as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 4th day of April, 2025.



NOTARY PUBLIC
My Commission Expires: _____
x _____
Applicant Signature
Jordanes Hypolite
Applicant Printed Name
x _____
Applicant Signature

Applicant Printed Name

NOTARY PUBLIC
My Commission Expires: December 12, 2026

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L17000194902

Entity Name: SUNCOAST REAL PROPERTIES & CONSTRUCTION, LLC.

Current Principal Place of Business:

29436 POMELLO TRCE
WESLEY CHAPEL, FL 33545

Current Mailing Address:

29436 POMELLO TRCE
WESLEY CHAPEL, FL 33545 US

FEI Number: 82-2835749

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CARDEN, KEVIN
29436 POMELLO TRCE
WESLEY CHAPEL, FL 33545 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	CARDEN, KEVIN	Name	HYPPOLITE, JORDANES
Address	29436 POMELLO TRCE	Address	29436 POMELLO TRCE
City-State-Zip:	WESLEY CHAPEL FL 33545	City-State-Zip:	WESLEY CHAPEL FL 33545

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KEVIN CARDEN OWNER 01/13/2025
Electronic Signature of Signing Authorized Person(s) Detail Date

CONSENT ITEMS 1.5

45-25-07 Utility Agreement for 39216 11th Ave Zephyrhills FL 33542

Issue:

Background:

Attachment(s):

1. 45-25-07 Utility Agreement for 39216 11th Ave Zephyrhills FL 33542

Fiscal Impact:

Staff Recommendation:

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 27th day of March, 2025, between Brian A. Green hereinafter referred to as parties of the first part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of water/sewer to the parcel of land described as follows:

Physical Address: 39216 11th Ave Zephyrhills FL 33542

Parcel Identification Number: 12 26 21 0260 02000 1200

Legal Description: COLONY HEIGHTS UNREC SUB LOT 120 DESC AS FOLL COM NW COR OF SEC 12 TH S89DEG 36' 15"E ALG NLY BDY OF SEC 12 1180.0 FT TH SOUTH 759.21 FT FOR POB TH CONT SOUTH 70.0 FT TH S89DEG 36'15"E 135.20 FT TO WEST BDY OF 23RD STREET TH N00DEG 14'41"E 70.0 FT TH N89DEG 36'15"W 135.50 FT TO POB AND N1/2 LOT 119 DESC AS COM AT NW COR OF SEC 12 TH S89DEG 36'15"E ALG NLY BDY OF SEC 12 1180.0 FT TH SOUTH 829.21 FT FOR POB TH CONT SOUTH 35.0 FT TH S89DEG 36' 15"E 135.05 FT TO WLY BDY OF 23RD STREET TH N00DEG 14'41"E 35.0 FT TH N89DEG 36'15"W 135.20 FT TO POB OR 5302 PG 1780 OR 9512 PG 3868

2. The parties of the first part do hereby affirm that the lands to which said services shall be provided ~~are~~ are not contiguous to the corporate limits of the City of Zephyrhills, and that said parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands involved in this agreement shall at the sole discretion of the City, be annexed and become part of the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments required to effect such annexation, and in the absence thereof, does hereby appoint the City Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of water lines, sewer lines or conduit of any type for the purposes of providing the municipal services aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, sewer lines or conduit will be available to serve other intervening land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the cost of construction, such reimbursement being consistent with current City policy as expressed by Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment

of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (~~residential~~ and ~~business~~) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present ~~water~~/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or

2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST _____
CITY CLERK

BY: _____
PRESIDENT OF CITY COUNCIL

BY: _____
MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared
Kenneth M. Burgess, Jr., President of City Council, Melonie Monson Bahr,
Mayor and Ricardo Quinones, City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this _____ day of _____, 20____.

(SEAL)

x Lindsay Bateman
Witness Signature

Lindsay Bateman
Witness Printed Name

x Wendy Heimes
Witness Signature

Wendy Heimes
Witness Printed Name

x _____
Witness Signature

Witness Printer Name

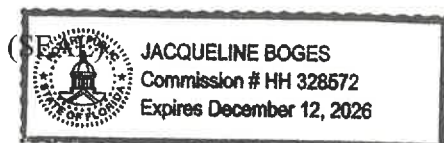
x _____
Witness Signature

Witness Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared Brian Allan Green known by me to be the person(s) described in or who produced Florida Drivers License as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 27th day of March, 2025.



NOTARY PUBLIC

My Commission Expires:

x Brian Green
Applicant Signature

Brian Green
Applicant Printed Name

x _____
Applicant Signature

Applicant Printed Name

NOTARY PUBLIC

My Commission Expires: December 12, 2026

CONSENT ITEMS 1.6

45-25-08 Utility Agreement for 39325 Redhill Drive , Zephyrhills Fl 33542

Issue:

Background:

Attachment(s):

1. 45-25-08 Utility Agreement for 39325 Redhill Drive , Zephyrhills Fl 33542

Fiscal Impact:

Staff Recommendation:

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 8th day of April, 2025, between
Antonio Montes hereinafter referred to as parties of the first
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of
water/sewer to the parcel of land described as follows:

Physical Address: 39325 Redhill Drive , Zephyrhills FL 33542

Parcel Identification Number: 01 26 21 0010 05400 0060

Legal Description: ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 COM SE COR OF NORTH 1/2 TRACT 54 TH
WEST 120.00 FT FOR POB TH NORTH 115.00 FT TH EAST 40.00 FT TH NORTH 50.00 FT TH WEST 90.00
FT TH SOUTH 83.00 FT TH EAST 25.00 FT TH SOUTH 82.00 FT TO SOUTH BDY OF NORTH 1/2 TRACT 54
TH EAST 25.00 FT TO POB LESS SOUTH 7.50 FT SUBJECT TO AN EASEMENT OVER AND ACROSS
SOUTH 7.5 FT THEREOF AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER
AND ACROSS SOUTH 15 FT OF NORTH 1/2 OF TRACT 54 OR 4231 PG 688 OR 7455 PG 144

2. The parties of the first part do hereby affirm that the lands to which said services shall be
provided are/are not contiguous to the corporate limits of the City of Zephyrhills, and that said
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands
involved in this agreement shall at the sole discretion of the City, be annexed and become part of
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments
required to effect such annexation, and in the absence thereof, does hereby appoint the City
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of
water lines, sewer lines or conduit of any type for the purposes of providing the municipal services
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, sewer lines or conduit will be available to serve other intervening
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the
cost of construction, such reimbursement being consistent with current City policy as expressed by
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment

of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (residential and ~~business~~) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present water/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or

2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST
CITY CLERK

BY: PRESIDENT OF CITY COUNCIL

BY: MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared Kenneth M. Burgess, Jr., President of City Council, Melonie Monson Bahr, Mayor and Ricardo Quinones, City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills. WITNESS my hand and official seal in the State and County aforesaid this ____ day of ____, 20__.

(SEAL)
Witness Signature
Lindsay Bateman
Witness Printed Name
Joel Bacon
Witness Signature
Joel Bacon
Witness Printed Name
Witness Signature
Witness Printer Name
Witness Signature
Witness Printed Name

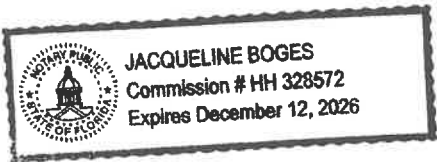
NOTARY PUBLIC
My Commission Expires:
Applicant Signature
Applicant Printed Name
Applicant Signature
Applicant Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared Antonio Montes known by me to be the person(s) described in or who produced Florida Drivers License as identification and who executed the foregoing agreement on behalf of the party of the first part. WITNESS my hand and official seal in the State and County aforesaid this 6th day of April, 2025.

(SEAL)

NOTARY PUBLIC
My Commission Expires: December 12, 2026



BUSINESS ITEMS 2.1

Community Development Block Grant Public Hearing

Issue:

The City Council is considering the submittal of an application for a Small City Community Development Block Grant.

Background:

The purpose of this Public Hearing is to receive Citizen input regarding economic and community development needs

Attachment(s):

1. Agenda for CDBG 1st Public Hearing

Fiscal Impact:

n/a

Staff Recommendation:

The City Council is considering the submittal of an application for a Small City Community Development Block Grant. The purpose of this Public Hearing is to receive Citizen input regarding economic and community development needs

CITY OF ZEPHYRHILLS

AGENDA ITEM SUMMARY

MEETING DATE: April 14, 2025 PRESENTER: David Fox

AGENDA ITEM#: - **1st Public Hearing:** Small Cities Community Development Block Grant (CDBG) Application

BACKGROUND: **Purpose of Public Hearing:** The City Council is considering the submittal of an application for a Small City Community Development Block Grant. The purpose of this Public Hearing is to receive Citizen input regarding economic and community development needs.....

- I. Sign in of persons in attendance.....
- II. Presentation of Community Development Block Grant Application Process and Four Program Categories (See Attachment A).....**Fox**
- III. Public Input or comments on eligible projects/activities.....**Fox**
- IV. Close Public Hearing.....

STAFF RECOMMENDATION: Authorize Staff to submit CDBG application for a neighborhood revitalization project.

REQUESTED MOTION: Approve Staff recommendation as presented.

COUNCIL ACTION:

_____**APPROVED** Moved by: _____; Seconded by: _____
_____**DENIED**

BUSINESS ITEMS 2.2

Fair Housing Workshop

Issue:

Background:

Purpose of Workshop: The purpose of the workshop is to notify the public as well as Council of the Federal Fair Housing Act and to review the protected classes as well as steps to take if you feel you have been discriminated against. This workshop gives the City 5 points in the Small Cities CDBG Application

Attachment(s):

1. Agenda for CDBG Fair Housing Workshop

Fiscal Impact:

N/A

Staff Recommendation:

No Action is required. This is just a presentation.

CITY OF ZEPHYRHILLS

AGENDA ITEM SUMMARY

MEETING DATE: April 14, 2025 PRESENTER: David Fox

AGENDA ITEM#: - **Fair Housing Workshop:** Small Cities Community Development
Block Grant (CDBG) Application

BACKGROUND: **Purpose of Workshop:** The purpose of the workshop is to notify the public as well as Council of the Federal Fair Housing Act and to review the protected classes as well as steps to take if you feel you have been discriminated against. This workshop gives the City 5 points in the Small Cities CDBG Application

- I. Sign in of persons in attendance....._____
- II. Presentation of Federal Fair Housing Act.....**Fox**
- III. Questions or comments from the public and Council.....**Fox**

REQUESTED MOTION: No Action is required. This is just a presentation.

BUSINESS ITEMS 2.3

Storage Facility Ordinance

Second Reading **ORDINANCE NO. 1499-25. " AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 7.09.16 OF THE LAND DEVELOPMENT CODE – MINI-WAREHOUSING AND STORAGE UNITS REQUIREMENTS AND AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS); PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION INTO THE CODE AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1499-25 on the Second Reading

Issue:

City initiated an ordinance to propose text amendments to the City's Land Development Code.

Background:

The following comments / responses are provided as a follow-up from the last City Council meeting:

1.) **Storage facilities that allow boat / RV / camper storage should be placed on an improved surface.** There were concerns about storage facility projects having storage parking of vehicles on an unimproved surface (grass / dirt).

Response: Sect. 7.09.16 (m) is proposed to be amended to: Indoor storage may consider vehicle storage (Boats, RV's campers) at side / rear setbacks with limited visibility from public rights of ways and require an impervious surface.

2.) **Allowance of storage facilities in the CRA / C2- C3 Zoning.** Gall Blvd (through Downtown) was previously rezoning to the form-based code (FBC) zoning category (T-3, T-4 & T-5). The zoning use table for land in the FBC is a separate use table included in the FBC regulations / separate ordinance. Presently, the FBC use table does not allow indoor storage in the FBC district. There were some discussions about considering a mix-use opportunity in the FBC but that will be re-visited in the future along with some additional FBC amendments. At that time, the FBC ordinance will be revisited and can propose amendments. No changes are proposed at this time to storage in the FBC;

3.) **Question about Sect 7.09.16(D) - Lot coverage shall not exceed 50 percent.** There was a question on this code coupled with the LI zoning definition (Sect 2.01.03.18) where the staff is proposing a reduction of outdoor storage to 25% of the land unless a conditional use is approved for a higher amount and clarifying / amending (D): **Building** lot coverage shall not exceed 50 percent. The amendment is to clarify that the building coverage can be up to 50% of the land area and the outdoor storage is reduced to 25%.

Prior Council Mtg information:

Staff are presenting proposed text amendments to the City's Land Development Code concerning storage. A moratorium was in place, allowing staff to research and assess the Code and develop proposed changes. There are two attachments (LDC storage text proposed changes and proposed changes to the Zoning Use Table that are summarized in the first two attachments. The amendments are shown in a cross-through and underline format to show the proposed changes (text amendments and the Zoning use table). Staff presented the proposed storage changes to the Planning Commission on Tuesday, March 18th. Tom Van Atter provided some input on if we should be making storage have additional standards and reducing where storage can be done and letting the market dictate the highest and best use.

Staff summarized the following recommended amendments:

- * There really aren't additional design / architectural standards proposed as we already require them now to comply with our large retail design standards and the new indoor facilities are typically being built with better design elements;
- * A recommendation to remove indoor storage completely out of LI zoning was considered / discussed. The City does not have a large amount of remaining LI zoned property and, with the success recently of manufacturers coming in, we believe more will come and that there are better / more appropriate locations to allow indoor storage and keep the LI zoned lands for manufacturing / jobs;
- * A recommendation to allow consideration (not permitted by right) in C2 & C3 zoning and require them to go through a conditional use in both zoning categories;
- * A recommendation on indoor storage to allow parking of vehicles (boats / RV's) as long as they are located in the rear / sides with limited visibility from public ROW's (Staff originally mentioned no visibility, but the Planning Commission recommended that we amend to limited visibility to be more appropriate);
- * Recommend indoor storage facilities to no longer be allowed on individual lots / parcels:
Amend to: must be part of a mixed-use project and located in the rear and / or could be located on an individual lot / parcel if constructed as a vertically integrated where there are a mix of uses / multiple floors in one building;
- * Sect 7.09.16 (F) Recommend changing the signage height from 25 feet to 10 feet;
- * Sect. 2.01.03.18 - Existing LI zoning definition - Allows the total gross area covered by building, structure or stored materials not to exceed 50% of the total land area. Staff is recommending the 50% threshold be reduced to 25% with language allowing for a conditional use to consider storage exceeding 25%. The intent here is to not encourage large outdoor storage / laydown areas;
- * Recommend removal of RV storage as a permissible use in LI zoning with the concern of LI properties having a fence put up for storage of vehicles with no advalorem / jobs. They can be considered as a conditional use in C3 zoning, and we are also recommending storage of vehicles can be considered as part of indoor storage facilities;
- * Recommend adding the outdoor and RV storage existing standards (as shown in the attachment with hi-lited changes) into Section 7.09.16 to include all the storage types / information into the same LDC section.

The Planning Commission recommended approval of these changes.

Attachment(s):

1. Ordinance 1499-25 LDC Text Amendment Sec. 7.09.16. Indoor storage_ M(32650443.2)
2. Exhibit A - Use Table(32650421.1)
3. Exhibit B - Redlines v.2(32997457.1)
4. Indoor Storage Location Map
5. Indoor Storage Example (2)
6. Large Retail Design Std's (2)

Fiscal Impact:

NA

Staff Recommendation:

Staff and Planning Commission recommend Approval

ORDINANCE NO. 1499-25

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 7.09.16 OF THE LAND DEVELOPMENT CODE – MINI-WAREHOUSING AND STORAGE UNITS REQUIREMENTS AND AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS); PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION INTO THE CODE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Florida Constitution of 1968, and Chapter 166, Florida Statutes, the City of Zephyrhills has the authority to adopt regulations relating to land uses available in zoning districts; and

WHEREAS, the City Council has determined that it is in the City's best interest to update the Land Development Code from time to time to assure that the Land Development Code adequately meets the needs of the City; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold public hearing on the 18th day of March 2025 to consider the proposed text amendment and has recommended approval.

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

Section 1. Recitals.

The Whereas Clauses above are true and accurate and are incorporated by reference and made part of this Ordinance.

Section 2. Land Development Code Text Amendment.

Section 7.09.16 of the City of Zephyrhills Land Development Code, is repealed in its entirety and replaced as follows:

Sec. 7.09.16. Indoor storage, mini-warehousing / storage units, outdoor storage and Recreation vehicle storage.

- (A) Indoor storage / mini-warehouses are defined as a building or group of buildings in a controlled access and/or fenced compound that contain individual, compartmentalized or controlled access stalls or lockers for the dead storage of goods or wares belonging to individual lessees of the stalls and accessible to the lessees at all times through individual doors.

- (1) Indoor storage / mini-warehouses shall not be allowed on individual lots / parcels and may be allowed as part of a mixed use development and oriented in the rear and not abutting public rights of way or be vertically integrated into a mixed use building. Projects integrated into a mixed-use building may be allowed on an individual lot / parcel.
- (B) Dead storage is defined as the storage of goods, wares and physical objects only with no sales, conferences, repairs or other activity other than placement, removal and sorting of goods. One office space for a manager shall be permitted.
- (C) The applicant shall provide a site plan with information on the property lines, street lines, curb cuts, type of buffer/landscaping, location of structures including signs, parking spaces, travel lanes and enhanced perimeter screening (enhanced fence/wall).
- (D) Building coverage shall not exceed 50 percent.
- (E) Height of buildings shall not exceed one story with a maximum height of 15 feet in the CRA and Form-Based Code (FBC). A conditional use petition may be submitted for projects located outside the CRA & FBC for review/consideration that exceed one story - 15 feet.
- (F) Signs shall be limited to one per adjacent street frontage and shall not exceed the maximum height of 10 feet or exceed 50 square feet in area. No sign shall be permitted on the building other than on building frontage walls.
- (G) All lights shall be shielded to direct light onto the uses established and away from adjacent property or streets.
- (H) All equipment and materials of any type shall be stored within a building.
- (I) Storage shall be as follows:
 - (1) No business activity other than rental of storage units shall be conducted on the premises and the units shall be used for dead storage only;
 - (2) All equipment and materials of any type shall be stored within a building; and
 - (3) Storage of explosive or highly flammable material shall be prohibited.
- (J) Fencing shall be required to shield adjoining properties, as well as the protection of the lessees. The decorative wall/fence shall be of new material with a maximum of six feet in height. Fencing/walls that adjoin residential districts or residential uses shall be a decorative solid masonry, or aluminum with solid pillars at equal intervals. Maintenance of the fence/wall shall be the responsibility of the owner.
- (K) Access and parking shall be as follows:

- (1) All one-way drives shall provide for one parking lane 12 feet in width and one travel lane 12 feet in width. All two-way driveways shall provide for one parking lane 12 feet in width and two travel lanes each 12 feet in width. Traffic direction and parking areas shall be designated by signs or painted lines. Parking lanes may be eliminated from driveways not serving any storage areas;
 - (2) Vehicular ingress-egress shall be limited to 150 feet apart, centerline to centerline; and
 - (3) A minimum of two parking spaces for the manager and office personnel shall be located near the manager's office.
- (L) Buildings shall conform to Section 7.10.02 (additional design standards for large retail buildings).
- (M) Indoor storage may consider vehicle storage (Boats, RV's, campers) of side / rear setbacks with limited visibility from public rights of ways and require an impervious surface.
- (N) Outdoor storage:
- (1) Storage for more than 3 consecutive days of any product, materials, equipment, appliances, personal property of any kind and materials that are a byproduct of a permitted use on an unenclosed and/or uncovered area including laydown areas.
 - (2) Outdoor storage may only be considered as an accessory / ancillary use to a primary use.
 - (3) Outdoor storage may not be allowed as a primary / stand-alone use.
 - (4) Outdoor storage / laydown areas shall require improved access from the right(s) of way, screening / buffer / irrigation.
- (O) Recreational vehicle storage:
- (1) Recreational vehicle storage: motorhomes, boats, camping trailers, truck trailers and other equipment.
 - (2) All stored vehicles must be in proper working order.
 - (3) Perimeter landscape buffer / irrigation with screening is required.
 - (4) RV storage areas shall require improved access from the right(s) of way, screening / buffer / irrigation.

- (5) A minimum percentage of 25% of the RV storage spaces shall be covered with a permanent cover.

Section 2.01.03.18 of the City of Zephyrhills Land Development Code, is repealed in its entirety and replaced as follows:

Sec. 2.01.03.18 Light Industrial (LI)

Indoor storage / mini-warehouses are defined as a building or group of buildings in a controlled access and/or fenced compound that contain individual, compartmentalized or controlled access stalls or lockers for the dead storage of goods or wares belonging to individual lessees of the stalls and accessible to the lessees at all times through individual doors.

Table 2.02.01 ALLOWABLE USES IN ZONING DISTRICTS is hereby amended as reflected on Exhibit “A” attached hereto and made a part hereof.

Section 3. Redline Changes.

The redline changes showing strikethroughs for deletions and underlined text for additions of the amendments made to Sections 7.09.16. and 2.01.03.18 and Table 2.02.01 of the City of Zephyrhills Land Development Code contained in Section 2 above, are attached hereto as Exhibit “B” and made apart hereof by reference.

Section 4. Repealer.

Any ordinance or part of any ordinance in conflict herewith is hereby repealed to the extent of any conflict.

Section 5. Conflict Severability.

If 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 shall be declared invalid, the remainder of this Ordinance shall not be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 6. Inclusion in Code.

The provisions of this Ordinance shall become and be made part of the Code of Ordinances and Land Development Code of the City of Zephyrhills, Florida. The sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such.

Section 7. Effective Date.

This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1499-25 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 31st day of March 2025.

Attest: _____
Ricardo Quinones, City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1499-25 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 14th day of April 2025.

Attest: _____
Ricardo Quinones, City Clerk

Council President

The foregoing Ordinance No. 1499-25 was approved by me this 14th day of April 2025.

Melonie Bahr Monson, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney

A

Permission Key	P - Permitted as of right. C - Conditional - Level 3 review. S - Provisional - Level 2 review. A - Accessory - Ancillary to the principal use only, review may be required. SE - Special Exception - Level 2 review. T - Temporary - Permissible for a specific, set, limited time. Review or permit required. Blank spaces on this table indicate that the use is not permitted within zoning districts.																				
Uses	Zoning Districts																				
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Junkyard																					
Materials handling and storage																					
Indoor - Mini-warehouse/self- storage												C	C								

Permission Key	P - Permitted as of right. C - Conditional - Level 3 review. S - Provisional - Level 2 review. A - Accessory - Ancillary to the principal use only, review may be required. SE - Special Exception - Level 2 review. T - Temporary - Permissible for a specific, set, limited time. Review or permit required. Blank spaces on this table indicate that the use is not permitted within zoning districts.																				
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	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Outdoor storage												A	A	A							

Permission Key	P - Permitted as of right. C - Conditional - Level 3 review. S - Provisional - Level 2 review. A - Accessory - Ancillary to the principal use only, review may be required. SE - Special Exception - Level 2 review. T - Temporary - Permissible for a specific, set, limited time. Review or permit required. Blank spaces on this table indicate that the use is not permitted within zoning districts.																				
Uses	Zoning Districts																				
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Recreational vehicle storage													C								

Sec. 7.09.16. ~~Mini-warehousing and~~ Indoor storage, mini-warehousing / storage units, outdoor storage and Recreation vehicle storage.

(A) ~~(A) Mini-warehouses~~ Indoor storage / mini-warehouses are defined as a building or group of buildings in a controlled access and/or fenced compound that contain individual, compartmentalized or controlled access stalls or lockers for the dead storage of goods or wares belonging to individual lessees of the stalls and accessible to the lessees at all times through individual doors.

(1) Indoor storage / mini-warehouses shall not be allowed on individual lots / parcels and may be allowed as part of a mixed use development and oriented in the rear and not abutting public rights of way or be vertically integrated into a mixed use building. Projects integrated into a mixed-use building may be allowed on an individual lot / parcel.

(B) ~~(B)~~ Dead storage is defined as the storage of goods, wares and physical objects only with no sales, conferences, repairs or other activity other than placement, removal and sorting of goods. One office space for a manager shall be permitted.

(C) ~~(C)~~ The applicant shall provide a site plan with information on the property lines, street lines, curb cuts, type ~~bof~~ buffer/landscaping, location of structures including signs, parking spaces, travel lanes and enhanced perimeter screening (enhanced fence/wall).

(D) ~~(D) Lot~~ Building coverage shall not exceed 50 percent.

(E) ~~(E)~~ Height of buildings shall not exceed one story with a maximum height of 15 feet in the CRA and Form-Based Code (FBC). A conditional use petition may be submitted for projects located outside the CRA & FBC for review/consideration that exceed one story - 15 feet.

(F) ~~(F)~~ Signs shall be limited to one per adjacent street frontage and shall not exceed the maximum height of ~~25~~ 10 feet or exceed 50 square feet in area. No sign shall be permitted on the building other than on building frontage walls.

(G) ~~(G)~~ All lights shall be shielded to direct light onto the uses established and away from adjacent property or streets.

(H) ~~(H)~~ All equipment and materials of any type shall be stored within a building.

(I) ~~(I)~~ Storage shall be as follows:

(1) ~~(4)~~ No business activity other than rental of storage units shall be conducted on the premises and the units shall be used for dead storage only;

(2) ~~(2)~~ All equipment and materials of any type shall be stored within a building; and

(3) ~~(3)~~ Storage of explosive or highly flammable material shall be prohibited.

(J) ~~(4)~~ Fencing shall be required to shield adjoining properties, as well as the protection of the lessees. The decorative wall/fence shall be of new material with a maximum of six feet in height. Fencing/walls that adjoin residential districts or residential uses shall be a decorative solid masonry, or aluminum with solid pillars at equal intervals. Maintenance of the fence/wall shall be the responsibility of the owner.

(K) ~~(4)~~ Access and parking shall be as follows:

(1) ~~(4)~~ All one-way drives shall provide for one parking lane 12 feet in width and one travel lane 12 feet in width. All two-way driveways shall provide for one parking lane 12 feet in width and two travel lanes each 12 feet in width. Traffic direction and parking areas shall be designated by signs or painted lines. Parking lanes may be eliminated from driveways not serving any storage areas;

(2) ~~(2)~~ Vehicular ingress-egress shall be limited to 150 feet apart, centerline to centerline; and

(3) ~~(3)~~ A minimum of two parking spaces for the manager and office personnel shall be located near the ~~manager's~~ manager's office.

(L) ~~(4)~~ Buildings shall conform to Section 7.10.02 (additional design standards for large retail buildings).

(M) Indoor storage may consider vehicle storage (Boats, RV's, campers) of side / rear setbacks with limited visibility from public rights of ways and require an impervious surface.

(N) Outdoor storage:

(1) Storage for more than 3 consecutive days of any product, materials, equipment, appliances, personal property of any kind and materials that are a byproduct of a permitted use on an unenclosed and/or uncovered area including laydown areas.

(2) Outdoor storage may only be considered as an accessory / ancillary use to a primary use.

(3) Outdoor storage may not be allowed as a primary / stand-alone use.

(4) Outdoor storage / laydown areas shall require improved access from the right(s) of way, screening / buffer / irrigation.

(O) Recreational vehicle storage:

(1) Recreational vehicle storage: motorhomes, boats, camping trailers, truck trailers and other equipment.

(2) All stored vehicles must be in proper working order.

(3) Perimeter landscape buffer / irrigation with screening is required.

(4) RV storage areas shall require improved access from the right(s) of way, screening / buffer / irrigation.

(5) A minimum percentage of 25% of the RV storage spaces shall be covered with a permanent cover.

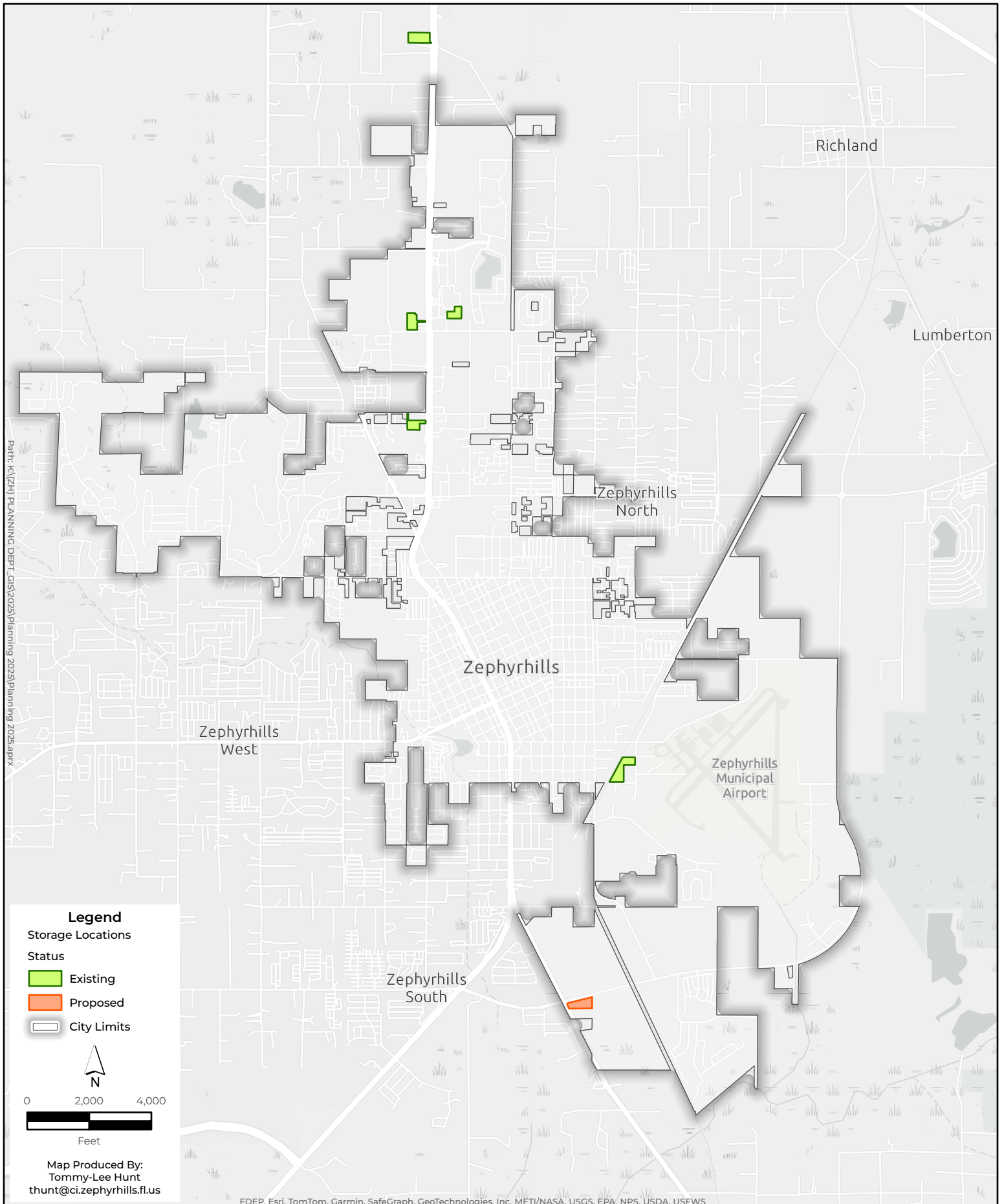
Section 2.01.03.18 of the City of Zephyrhills Land Development Code, is repealed in its entirety and replaced as follows:

~~Section 2.01.03.18~~ **Sec. 2.01.03.18 Light Industrial (LI).**

~~This category is established to identify area of the city appropriate for location of light manufacturing, materials processing, storage of bulk commodities, distribution facilities and similar processes which usually require extensive site area to avoid adverse environmental risk to adjacent land and conflict with other urban activities. The total gross area covered by the building, structures or stored materials shall not exceed 50 percent of the land area of the site upon which the activity is conducted.—~~

Indoor storage / mini-warehouses are defined as a building or group of buildings in a controlled access and/or fenced compound that contain individual, compartmentalized or controlled access stalls or lockers for the dead storage of goods or wares belonging to individual lessees of the stalls and accessible to the lessees at all times through individual doors.

Summary report: Litera Compare for Word 11.8.0.56 Document comparison done on 4/10/2025 1:23:32 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanager.com/IMANAGE/32650328/1	
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	82





Sec. 7.10.02. - Additional design standards for large retail projects.

- (A) *Purpose.* These standards are intended to provide developers of large retail building development with guidelines for creating safer, efficient, pedestrian-friendly projects with human-scale orientation, while discouraging large, nondescript buildings and "unfriendly" pedestrian design, limited landscaping and vast non-shaded parking lots. As a basis for developing the guidelines, the citizens of the city and visitors alike will benefit from enhanced large retail project design, which accomplishes the following activities:
- (1) To encourage large, single building construction with definition that has the appearance of multiple buildings rather than enormous warehouses with unbroken, blank walls. Good design encourages clearly defined entryways, articulated roof lines to prevent monotony, pedestrian amenity areas and concealment of unsightly mechanical structures from public view;
 - (2) To encourage efficient, pedestrian- oriented design which effectively resolves the incompatibility between pedestrians and motorists, while providing interconnectivity between buildings, parking areas and other internal/external components;
 - (3) To encourage parking lot design that meets vehicular needs, while providing a safer, efficient comfortable pedestrian flow;
 - (4) To encourage adequate landscaping that allows large buildings and their components to blend with their surroundings, while providing screening and shade for the public benefit; and
 - (5) To encourage enhanced lighting and signage design, to avoid forms of nuisance and intrusiveness into adjacent areas, while enhancing public safety.
- (B) *Definition.* Any new commercial retail building, whose total gross leasable area equals or exceeds 25,000 square feet, specifically, mercantile uses, and/or shopping center uses.
- (C) *Additional development standards.* The following additional standards shall be required for all large retail projects:
- (1) *Facades/detail features.* No uninterrupted and/or unadorned length of any portion of the facade shall exceed 100 linear feet (this measurement shall not apply to the backs of buildings that are not visible to the public). Interruptions of the continuous lengths of the facade shall include wall plane projections and/or recesses of not less than five feet in off-set and a minimum of 20 feet in length and one or more of the following: Architectural features such as pilasters; columns; canopies/porticos; arcades, colonnades, and/or parapets (see Figure 7.10.02(a)). All facades shall include repeating patterns at intervals of no more than 30 feet, horizontally or vertically. The repeating patterns shall include windows, color changes, texture changes, material module changes, and/or surface modeling changes such as offsets, reveals or ribs of no less than 12 inches in width (see Figure 7.10.02(b)).

Figure 7.10.02(a)

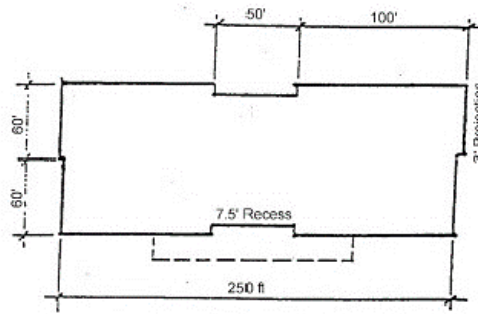
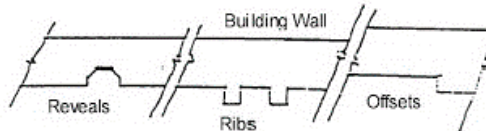
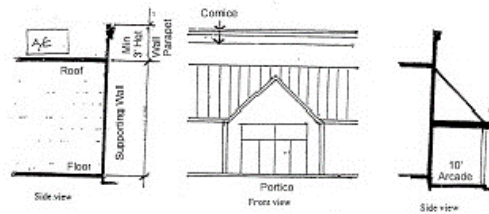


Figure 7.10.02(b)



- (a) Multiple stores within a single building. Where a large retail project contains individual stores that are less than 25,000 square feet of gross floor area each, with separate, exterior customer entrances, the street level facade of each store shall provide the design and/or placement such as windows between the height of three feet and eight feet above the walkway grade, for no less than 60 percent of the horizontal length of the building facade of each store.
- (2) *Materials.* Unfinished tilt-up concrete panels, prefabricated steel panels or similar non-glass, smooth faced panels shall not be exposed.
- (3) *Entryways.* Each business facade without an entrance shall include at least one customer entrance or be screened from public view with no less than 20 foot wide buffer. (This criteria is intended to improve aesthetics of buildings whose entrance may not be along the front facade and to improve appearance of an otherwise blank wall.) Customer entrances shall be clearly defined and include at least two of the following features: canopies/porticos, overhangs, recesses/projections, arcades, raised above-the-doorway cornice parapets, peaked roof forms, arches, outdoor patios, display windows, integrated architectural details such as tile work, moldings, planters or wing walls, and/or landscaped sitting areas. The non-customer/ loading areas shall be screened from public view with a landscaped buffer to be installed and approved by the Site Plan Review Committee.
- (4) *Roofs.* Flat unarticulated roof lengths, longer than 100 feet in length shall be concealed or addressed by utilizing at least two of the following options (see Figure 4-18.c):

Figure 7.10.02(c)



- (a) Effective concealment of flat roof lines, rooftop equipment and heating, ventilating and air conditioning (HVAC) units from any facade view by adjacent land uses of lesser intensity and public right-of-way. The parapet design shall be a minimum of three feet in height and shall incorporate a three dimensional cornice treatment. Alternative designs such as varying the parapet height for a minimum linear distance of 100 feet and a minimum vertical height of two feet shall be subject to approval by the Site Plan Review Committee.
 - (b) Overhanging eaves that extend no less than three feet past the supporting walls.
 - (c) Two or more sloping roof planes.
- (5) *Pedestrian circulation.* Large retail projects shall be pedestrian oriented through design features that enhance pedestrian safety, efficiency and connectivity with a clear definition between vehicular areas and pedestrian walkways.
- (a) *Sidewalks.* Pedestrian connectivity between the project building entrances and parking areas, public sidewalks, out parcel buildings and transit stops shall be clearly indicated through the use of landscaped areas and sidewalks which are made of materials such as scored concrete, pavers or bricks. All projects building sides with customer entrances shall include such a sidewalk along the full length of each facade.
 - (b) *Pedestrian amenity area.* Large retail projects shall include design features such as pedestrian amenity areas, which include well landscaped sitting areas with design components such as seating elements and/or other amenities in shaded areas. A minimum of four benches or other similar amenity, shall be provided at each customer entrance/pedestrian amenity area.
- (6) *Parking areas.* Parking lots and access aisleways shall be designed utilizing the following standards:
- (a) *Parking lot design.* Vast, unbroken parking lots are prohibited. Parking areas shall be designed so that no more than 100 spaces of the total required spaces are part of a clearly defined grouping of spaces. The groups shall be broken into individual lots and/or clearly separated by well landscaped or weather-protected pedestrian walkways, significant landscape or geographic features, and/or by design components of the proposed building(s). Separations shall be no less than eight feet in width at any point. No required parking space shall be located further than 500 feet from the nearest customer

entrance. At least 20 percent of the required parking spaces shall be placed in the rear or side areas of the proposed development, if feasible, as determined by the Site Plan Review Committee. Alternative designs that incorporate existing natural resources are encouraged, subject to approval by the Site Plan Review Committee; and/or

- (b) *Parking spaces.* The number of parking spaces shall be determined in accordance with the Land Development Code standards. Each parking space in excess of the minimum shall require an additional landscaped area of ten square feet to be placed within the internal parking area, frontage road, and/or right-of-way buffer. The use of pervious parking areas, including turf block may be considered for no more than 20 percent of the total constructed required parking spaces, subject to approval by the Site Plan Review Committee.
- (7) *Landscaping.* The following landscaping standards shall be incorporated into the design of all large retail projects:
 - (a) *Foundation.* Foundation landscaping shall be required for at least 50 percent of each facade length located along a public right-of-way, parking area or which includes a customer entrance (see Figure 7.10.02(d)). The landscaping shall be incorporated into a minimum of a five-foot wide landscaped bedding area located between and in addition to the required building sidewalk and the first vertical wall of the building facade. Large commercial planters or alternative designs may be used to meet these criteria (see Figure 7.10.02(e)).

Figure 7.10.02(d)

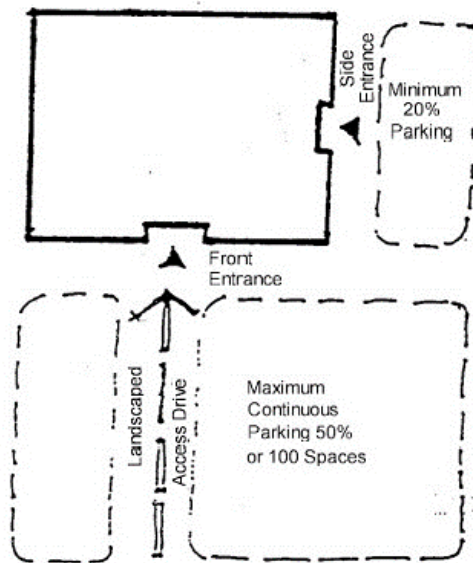
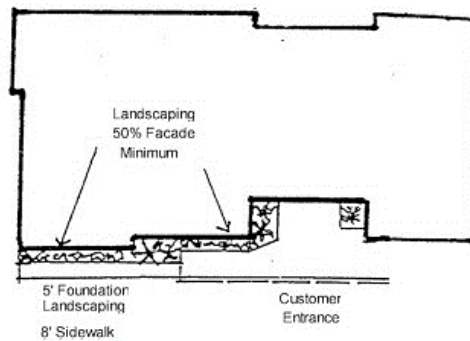
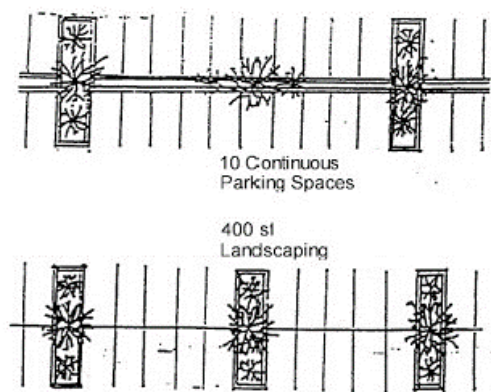


Figure 7.10.02(e)



- (b) *Bufferyards.* Bufferyards, rather than setbacks, shall be required along all collector and arterial roadways, which include an unbroken (except for required driveways, sidewalks and other public safety elements), landscaping area no less than 30 feet in width and planted according to Buffer standards. If existing vegetation is to be preserved, a varying buffer design may be utilized where the average width is 20 feet. Alternative designs are subject to approval by the Site Plan Review Committee.
- (c) *Parking areas.* Every ten spaces shall be designed with 400 square feet of landscaping to be placed in medians or islands and shall include at least one over-story tree, one under-story tree and six shrubs. No median shall be less than five feet in width and no more than ten spaces shall be continuous without landscaping (see Figure 7.10.02(f)). Grouping of landscaped islands is encouraged to promote the healthy growth of larger trees. Alternative designs are subject to approval by the Site Plan Review Committee, but in no case shall the total required landscaping area be decreased.

Figure 7.10.02(f)



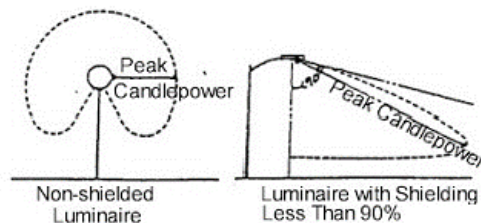
- (d) *Access driveway.* Main access driveways from the public right-of-way into the proposed development shall be completely separated from any parking area and/or pedestrian walkway by a landscaped island, not including intersection and walkways. At least one, four-inch (dbh), over-story tree shall be planted or preserved at 40 feet on-center spacing.

(e)

Frontage roads. Frontage roads need not be landscaped; however, when parking area landscaping cannot be met, the Site Plan Review Committee may approve no more than 20 percent of the required parking area landscaping for placement along frontage roads.

- (f) *Drainage retention areas (DRA).* In addition to all land development requirements, a landscaped buffer shall be planted adjacent to public right-of-way and/or access drives, in coordination with an approved DRA. Alternative DRA design is encouraged, subject to approval by the Site Plan Review Committee.
- (g) *Tree preservation.* All large retail projects shall comply with tree preservation standards and the requirements shall be in addition to divisions (C)(7)(a), (b) and (c) of this section.
- (8) *Exterior lighting.* Exterior lighting design shall enhance security of pedestrians and motorists alike. All pedestrian walkways and parking spaces shall be adequately lighted through the use of individual or combination lighting features such as standard luminaire, street lamp, and/or bollard types of fixtures. Alternative designs are subject to approval by the Site Plan Review Committee (see Figure 7.10.02(g)). Lighting shall be designed according to the following standards:

Figure 7.10.02(g)



- (a) *Maximum height.* Exterior light sources such as luminaries or lampposts shall not exceed 20 feet in height. Shielded light sources may not exceed 35 feet in height.
- (b) *Illumination.* All lighting shall be designed to minimize the spillage onto adjacent noncompatible land uses. Non-shielded fixtures are permitted and maximum illumination factor of five foot candles. Shielded fixtures are permitted a maximum illumination factor of 12 foot candles.
- (c) *Location design.* Lighting sources (interior or exterior) shall be shielded from vehicular travel lanes so that glare to motorists is minimized. Areas located on waterways, such as docks and nature trails and other regulated areas shall utilize shielded light fixtures so that the light source is adequately shielded from view on the waterway or regulated area. Lighting and other improvements, such as cart returns, shall be incorporated into the landscape design.
- (d) *Exterior illumination.* Exterior illumination shall be engineered for public safety and not impact adjacent properties to an extent greater than is necessary to address the safety issue. Lighting plans may be required by the Site Plan Review Committee and extensive

lighting systems justified by appropriate study at the applicant's expense.

- (9) *Signage*. Signage shall be designed as part of a complete system and may be approved as part of the overall site plan, without acquiring a separate permit.
- (10) *Outdoor storage and sales*. Outdoor storage (including seasonal storage trailers) and sales shall be permitted in designated areas only, as approved during development site plan review and shall be screened from view from residential land districts and uses through landscaping and/or other design features.
- (11) *Compliance*. In addition to the application requirements of the LDC, a colored facade rendering shall be submitted to the Director of Development at time of application submission to ensure that the development standards required herein are adhered to.
- (12) *Conflict*. In the case of any conflicts between these requirements and requirements contained in the city's Building Code, and/or Florida Building Code, the more stringent code shall prevail.

BUSINESS ITEMS 2.4

Live Local Act Property Tax Exemption - Electing to Not Exempt Property Under Section 196.1978(3)(d)1.a., Florida Statutes

Resolution No. 848-25 "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION."

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No. 848-25

Issue:

The latest Shimberg Annual Report (2024) identifies a surplus of affordable and available units in the Tampa-St. Petersburg-Clearwater metropolitan statistical area, in which Zephyrhills is located, for those households that meet the income criteria for the 80 to 120 Tax Exemption.

Copies of the relevant pages from the 2024 Shimberg Annual Report are attached hereto. Based on the data in the 2024 Shimberg, Zephyrhills qualifies for the ability to opt-out of the 80 to 120 Tax Exemption for 2026.

Background:

In response to Pasco County's concerns with the 80 to 120 Tax Exemption, the Senate President's Office initiated, and the 2024 Florida Legislature adopted, a change to the Live Local Act Property Tax Exemption as part of the tax package bill (SB 7074). The legislation creates a new Section 196.1978(3)(o), Florida Statutes, which began with the 2025 tax roll, allows taxing authorities to annually "opt-out" of the 80 to 120 Tax Exemption, if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes (Shimberg Annual Report) identifies that the number of affordable and available units in the county is greater than the number of renter households in the county for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption. This new legislation does not affect: (a) any 80 to 120 Tax Exemptions that may be granted by the Property Appraiser for 2024, or (b) the 100% Live Local Act Property Tax Exemption for rental housing below 80% of AMI.

Attachment(s):

1. RESOLUTION NO 848-25 LIVE LOCAL OPT OUT RESOLUTION(32999439.1)
2. CAO25-3501_ Att 2-Pages from 2024 Shimberg Annual Report

Fiscal Impact:

No funding is required

Staff Recommendation:

Staff recommends approval of Resolution No. 848-25 on the first reading.

RESOLUTION NO. 848-25

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROEPRTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION.”

WHEREAS, Section 196.1978(3), Florida Statutes (the "Live Local Act Property Tax Exemption") requires the Pasco County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the criteria of the Live Act Local Property Tax Exemption; and

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(o), Florida Statutes, allows taxing authorities to "opt-out" of providing the Live Local Act Property Tax Exemption to units in multifamily projects that are used to house natural persons or families whose annual household income is between 80 and 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area ("MSA") or, if not within a MSA, within the county in which the person or family resides (the "80 to 120 Tax Exemption"), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes ("Shimberg Annual Report"), identifies that the number of affordable and available units in the MSA or region is greater than the number of renter households in the MSA or region for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the City Council of the City of Zephyrhills hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units in the Tampa-St. Petersburg- Clearwater MSA, in which the City of Zephyrhills is located, for those households that meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the City Council of the City of Zephyrhills hereby finds that the City of Zephyrhills is a taxing authority that is eligible for the election in Section 196.1978(3)(o), Florida Statutes, which allows the City of Zephyrhills to not exempt properties that would otherwise qualify for the 80 to 120 Tax Exemption.

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

Section 1. The City of Zephyrhills hereby elects not to exempt properties eligible for the 80 to 120 Tax Exemption in Section 196.1978(3)(d)1.a., Florida Statutes, pursuant to the authority in Section 196.1978(3)(o), Florida Statutes, and hereby requests that the Pasco County Property Appraiser not grant any such exemptions.

Section 2. This resolution applies to all ad valorem property tax levies imposed by the City of Zephyrhills.

Section 3. This resolution shall take effect on January 1, 2026, and shall expire on January 1, 2027. This resolution may be renewed prior to January 1, 2027, pursuant to Section 196.1978(3)(o), Florida Statutes.

Section 4. This resolution has been duly advertised in accordance with Section 50.011(1), Florida Statutes. A copy of this resolution shall be provided to the Pasco County Property Appraiser prior to January 1, 2026.

Section 5. The adoption of this resolution shall not constitute an admission that the Live Local Property Tax Exemption is constitutional or consistent with Section 196.012(7), Florida Statutes, and shall not constitute an admission that the Shimberg Annual Report is the best method of determining the current inventory of "affordable and available" housing in the City of Zephyrhills. If the City of Zephyrhills ceases to qualify for the election in Section 196.1978(3)(o), Florida Statutes in future years, or if this resolution is determined to be invalid or unenforceable by the Pasco County Property Appraiser or a court of competent jurisdiction, nothing in this resolution shall be deemed a waiver of the City of Zephyrhills's right to challenge the Live Local Act Property Tax Exemption.

DONE AND RESOLVED in regular session with a quorum present and by a two-thirds vote of the governing body this 14th day of April 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Council President

The foregoing Resolution No: 848-25 was approved by me this 14th day of April 2025.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, Esq.
City Attorney



Shimberg Center for Housing Studies

2024 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), MODIFIED METROPOLITAN STATISTICAL AREAS & HUD METRO FAIR MARKET RENT AREAS, 2023

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-10,362	-13,886	-18,311	-20,335	-17,333	-352
Crestview-Fort Walton Beach-Destin, FL HMFA	Okaloosa	-4,513	-4,421	-5,019	-5,559	-4,176	590
Deltona-Daytona Beach-Ormond Beach, FL HMFA	Volusia	-8,523	-10,609	-12,009	-13,251	-10,566	1,917
Fort Lauderdale, FL HMFA	Broward	-40,187	-50,266	-68,112	-82,200	-84,345	-37,884
Gainesville, FL HMFA (minus Gilchrist)	Alachua	-7,896	-7,791	-10,683	-5,440	-471	2,576
Homosassa Springs, FL MSA	Citrus	-1,975	-2,714	-3,578	-3,715	-2,425	-284
Jacksonville, FL HMFA/Baker County, FL HMFA (plus Putnam)	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,555	-42,526	-48,760	-47,290	-22,307	8,210
Lakeland-Winter Haven, FL MSA	Polk	-10,600	-11,227	-14,412	-12,526	-11,681	-2,636
Miami-Miami Beach-Kendall, FL HMFA (plus Monroe)	Miami-Dade, Monroe	-58,509	-79,672	-100,810	-119,801	-143,805	-78,510
Naples-Immokalee-Marco Island, FL MSA	Collier	-5,489	-6,634	-8,554	-8,566	-7,432	-1,183
North Port-Sarasota-Bradenton, FL MSA	Manatee, Sarasota	-11,302	-14,560	-19,907	-20,916	-19,776	-2,801
Northeast Nonmetropolitan Area (plus Gilchrist and Levy)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-2,637	-3,212	-2,653	-2,483	-1,065	307
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, Wakulla, and Walton)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,103	-3,595	-3,143	-2,949	-1,493	-678
Ocala, FL MSA	Marion	-5,773	-6,917	-5,826	-7,590	-6,929	-221
Orlando-Kissimmee-Sanford, FL MSA	Lake, Orange, Osceola, Seminole	-50,796	-70,248	-91,670	-97,707	-85,074	5,274
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,232	-11,716	-14,116	-13,643	-3,756	6,913
Palm Coast, FL HMFA	Flagler	-1,127	-1,619	-2,638	-3,038	-2,133	-761
Panama City-Lynn Haven, FL MSA	Bay	-3,344	-4,370	-4,445	-2,381	-1,574	2,428
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-5,947	-6,918	-7,556	-5,957	-1,928	1,914
Port St. Lucie, FL MSA	Martin, St. Lucie	-5,581	-9,172	-11,708	-12,491	-10,136	-3,440

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Punta Gorda, FL MSA	Charlotte	-1,951	-3,192	-3,481	-3,340	-1,997	-239
Sebastian-Vero Beach, FL MSA	Indian River	-2,128	-2,846	-2,562	-2,523	-1,109	-66
South Nonmetropolitan Area (minus Monroe, plus Highlands)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,002	-4,161	-4,935	-3,848	-1,582	-677
Tallahassee, FL HMFA (minus Gadsden and Jefferson)	Leon	-6,761	-9,591	-10,489	-6,065	-584	2,738
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-56,633	-71,137	-89,352	-91,197	-70,247	4,873
The Villages, FL MSA	Sumter	-1,497	-1,076	-1,920	-2,660	-1,056	537
West Palm Beach-Boca Raton, FL HMFA	Palm Beach	-25,598	-35,101	-43,487	-43,270	-37,699	-6,864
State of Florida Total		-378,021	-485,016	-610,136	-640,741	-552,679	-98,319

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey. County groupings are based on HUD Metro Fair Market Rent Areas (HMFAs), modified to accommodate availability of county-level data in the American Community Survey Public Use Microdata Areas (PUMAs). See <https://www.huduser.gov/portal/datasets/il/il24/area-definitions-FY24.pdf> for HUD area definitions. In cases where cross-county PUMA boundaries do not allow separation, counties are shifted to another HMFA or non-metropolitan grouping, as noted in the first column. Jacksonville and Baker County HMFAs are combined for the same reason.

Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units. Student-headed, non-family households and substandard units are excluded.

BUSINESS ITEMS 2.5

Award bid - 6th Avenue Stormwater Improvements

Issue:

Drainage improvements are required along 6th Avenue from 8th Street to 7th Street to include the alley East of the fire station.

Background:

In an effort to improve drainage along 6th Avenue, staff solicited sealed bids for drainage improvements to alleviate localized flooding.

Attachment(s):

1. 6th Avenue Stormwater Improvements bid response
2. [C] 9571-6TH_AVENUE_STORM_Plans-_signed

Fiscal Impact:

FY25 Budget includes \$475,000 Penny for Pasco and the CRA will contribute \$75,000 for a total not to exceed price of \$550,000 (includes 10% contingency).

Staff Recommendation:

The Public Works Director and City Manager recommend the award of bid to Gilliam Construction, LLC as presented.



6th AVENUE STORMWATER IMPROVEMENTS

Bid **Purchasing**
Project ID: 2025-003
Release Date: Sunday, February 16, 2025 · **Due Date:** Friday, April 4, 2025 10:00am
Posted **Sunday, February 16, 2025 5:00am**
Bid Unsealed Friday, April 4, 2025 10:00am by OpenGov Bot **Pricing Unsealed Friday, April 4, 2025 10:00am by OpenGov Bot**
All dates & times in Eastern Time

Edit Preview

< Back to Responses

Gilliam Construction LLC Response

Pricing unsealed at Apr 4, 2025 10:00 AM

CONTACT INFORMATION

Company	Gilliam Construction LLC
Email	gcgilliamconstruction@yahoo.com
Contact	LaTora Gilliam Mullinex
Address	2315 17th Street East Palmetto, FL 34221
Phone	(941) 723-1000
Website	N/A
Submission Date	Apr 4, 2025 9:14 AM (Eastern Time)

ADDENDA CONFIRMATION

- ✓ Addendum #1**
Confirmed Apr 3, 2025 2:31 PM by LaTora Gilliam Mullinex
- ✓ Addendum #2**
Confirmed Apr 3, 2025 2:31 PM by LaTora Gilliam Mullinex
- ✓ Addendum #3**
Confirmed Apr 3, 2025 2:31 PM by LaTora Gilliam Mullinex

QUESTIONNAIRE

1. AIA DOCUMENT A310 - BID BOND*

☒ Pass ☐ Fail

A certified, signed bid bond is REQUIRED.

Please download the below documents, complete, and upload.

Bid_Bond.pdf

Zephyrhills_Bid_Bond.pdf

2. Right to Waive*

☒ Pass ☐ Fail

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

☒ Confirmed

3. PUBLIC ENTITY CRIMES*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

ZEPH_PUBLIC_ENTITY_CRIME.pdf

Public_Entity_Crimes.pdf

4. NON-COLLUSIVE AFFIDAVIT*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

Non_Collusive.pdf

Non_Collusive_Affidavit.pdf

5. DRUG-FREE WORKPLACE *

☒ Pass ☐ Fail

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

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

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

☒ Confirmed

6. E-VERIFY CERTIFICATION FORM *

☒ Pass ☐ Fail

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

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

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

CERTIFICATION

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

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

☒ Confirmed

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

☒ Pass ☐ Fail

If YES, please provide a detailed explanation of any apparent errors or omissions within next question.

No

8. If YES answered on Errors and Omissions, please provide a detailed explanation of any apparent errors or omissions within next question.

☒ Pass ☐ Fail

No

9. REFERENCES – Projects of SIMILAR Scope *

☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

[!\[\]\(9f3852d68d41e1e95bc4ec10e81aba4b_img.jpg\) Gilliam Construction LLC Similar Scope References.pdf](#)

10. REFERENCES – Current ACTIVE Projects*

☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

[!\[\]\(241407ae374027aec4b030ca93d07b05_img.jpg\) Gilliam Construction LLC Job References.pdf](#)

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

☒ Pass ☐ Fail

Vendor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

If Vendor is unable to certify - attach explanation on next question.

☒ Confirmed

12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

[!\[\]\(20381bbfcc9afff7583e1276335f61d6_img.jpg\) Federal Debarment Certification Form.pdf](#)

[!\[\]\(6f570b68c0ee531e594eca882aeed36a_img.jpg\) Federal Debarment Certification Form.pdf](#)

13. Business Licenses and Certifications

☒ Pass ☐ Fail

Upload all business licenses and certifications applicable to the bid response.

[!\[\]\(a97e5ec31e247abfe5544bdfb2d7a4e9_img.jpg\) Latora's Underground License 2026.pdf](#)

[!\[\]\(e2a6b4bae6b82cf7b2468d27b5ff76c0_img.jpg\) LaTora's GC License 2026.pdf](#)

[!\[\]\(4fab011f4205f483a29911f22748c89a_img.jpg\) Gilliam Construction LLC DBE Cert.pdf](#)

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. BYRD ANTI LOBBYING AMENDMENT*

☒ Pass ☐ Fail

Prohibits the use of appropriated funds by recipients of a "Federal Contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract".

☒ Confirmed

21. BYRD ANTI-LOBBYING CERTIFICATION*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

[BYRD ANTI-LOBBYING CERTIFICATION - Copy_11.pdf](#)

[Byrd_Anti-Lobbying_Certification.pdf](#)

22. COPELAND ANTI-KICKBACK ACT*

☒ Pass ☐ Fail

This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.

☒ Confirmed

23. SMALL & MINORITY BUSINESS AFFIDAVIT*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

[Small & Minority Business Affidavit.pdf](#)

[Affidavit_of_Compliance.pdf](#)

24. WORK HOURS & SAFETY STANDARDS ACT 40 USC 327*

☒ Pass ☐ Fail

You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek.

☒ Confirmed

25. 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

26. 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

27. 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

28. 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

29. 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

30. 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

31. 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.

Confirmed

32. TELECOMMUNICATION 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

Confirmed

33. 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.

Confirmed

34. 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.

Confirmed

35. 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

Confirmed

36. 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.

Confirmed

37. Addenda / Questions & Responses*

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

Confirmed

38. Point of Contact for Solicitation (Name/Email/Phone)*

LaTora Gilliam Mullinex, lgilliam@gcgilliamconstruction.com, (941)723-1000 Ext. 3

39. Authorized Signatory*

LaTora Gilliam Mullinex

40. Name and Title of Authorized Signatory*

Enter the Name and Title of the Authorized Sgnatory

LaTora Gilliam Mullinex, Managing Member

41. 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.

Agree and confirmed

PRICE TABLES

6th AVENUE STORMWATER

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Ite...
Erosion Control						
1	Inlet Protection Trap	11	EA	\$160.00	\$1,760.00	0104 18
Demotion						
1	Remove Existing Concrete Curb	86	SY	\$30.00	\$2,580.00	0110 4 5
2	Milling Existing Asphalt Pavement, 1" avg depth	1200	SY	\$20.00	\$24,000.00	0327 70 1
3	Open Cut Roadway (Removal of concrete/Sidewalk/Asph...	590	SY	\$30.00	\$17,700.00	0110 4 10
4	Remove Existing Storm Structures	4	EA	\$125.00	\$500.00	n/a
5	Remove Existing Sidewalk	235	SY	\$45.00	\$10,575.00	0526 1101

Pavers						
Roadway						
1	12" Type B Stabilized Subgrade	551	SY	\$12.70	\$6,997.70	0160 4
2	8" Limerock Base or FDOT Optional Base Group 6	551	SY	\$30.00	\$16,530.00	0285706
3	1.5" FDOT SP-9.5 Asphalt (Type S-III)	143	TN	\$290.00	\$41,470.00	0337 7 82
4	Sidewalk Pavers	191	SY	\$175.00	\$33,425.00	0526 1 2
5	Concrete Sidewalk (4" thick)	66	SY	\$78.00	\$5,148.00	0522 1
6	FDOT Type "F" Curb	440	LF	\$52.00	\$22,880.00	0520 1 10
7	FDOT Drop Curb	130	LF	\$62.00	\$8,060.00	0520 2 8
8	FDOT Type "D" Curb	148	LF	\$56.00	\$8,288.00	0520 2 4
9	Detectable Warning Truncated Domes	89	SF	\$45.00	\$4,005.00	0527 2
10	Single Post Sign (up to 12sf, furnish & install	6	EA	\$515.00	\$3,090.00	0700 1 11
11	6" Solid White Stripe (Lane Edge Line) (Thermoplastic)	0.03	GM	\$15,000.00	\$450.00	0701 18101
12	12" White Stripe (Crosswalk) (Thermoplastic)	289	LF	\$4.20	\$1,213.80	0711 11123
13	24" White Stripe (Crosswalk) (Thermoplastic)	223	LF	\$8.00	\$1,784.00	0711 11125
14	24" White Stripe (Stop Bar) (Thermoplastic)	60	LF	\$8.00	\$480.00	0711 11125
15	Adjust Existing Utilities (Tops, Pedestals, etc) to Match Finished Grade	1	LS	\$648.50	\$648.50	n/a
Storm Drainage						
1	15" RCP	34	LF	\$175.00	\$5,950.00	04301751...
2	18" RCP	35	LF	\$145.00	\$5,075.00	04301751...
3	24" RCP	137	LF	\$175.00	\$23,975.00	04301751...
4	30" RCP	357	LF	\$205.00	\$73,185.00	04301751...
5	Inlets Curb Type 7	1	EA	\$13,000.00	\$13,000.00	0425 1471
6	Inlets Curb Type 7 (open bottom)	1	EA	\$13,000.00	\$13,000.00	0425 1471
7	Inlets Curb Type 9	7	EA	\$9,900.00	\$69,300.00	0425 1201
Total				\$550,000.00		

DESCRIPTION:
(per Official Record Book 9519, Page 977, Public Records of Pasco
County, Florida)

Lots 1 and 2, Block 153, A MAP OF THE TOWN OF ZEPHYRHILLS,
according to the map or plat thereof as recorded in Plat Book 1
Page 54, Public Records of Pasco County, Florida.

FOR

SECTION 11, TWP.26 S., RGE. 21 E.

ZEPHYRHILLS, FLORIDA

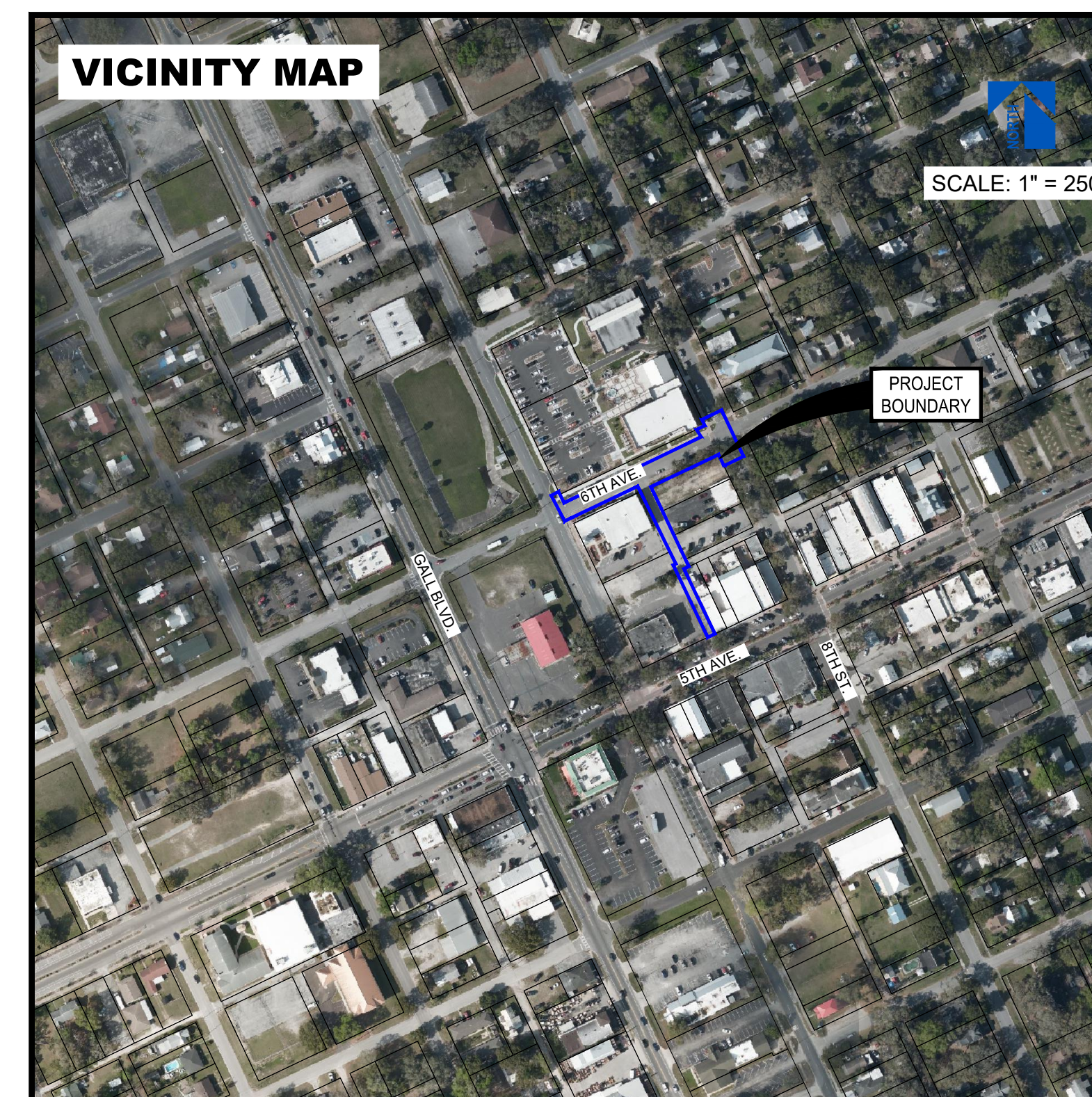
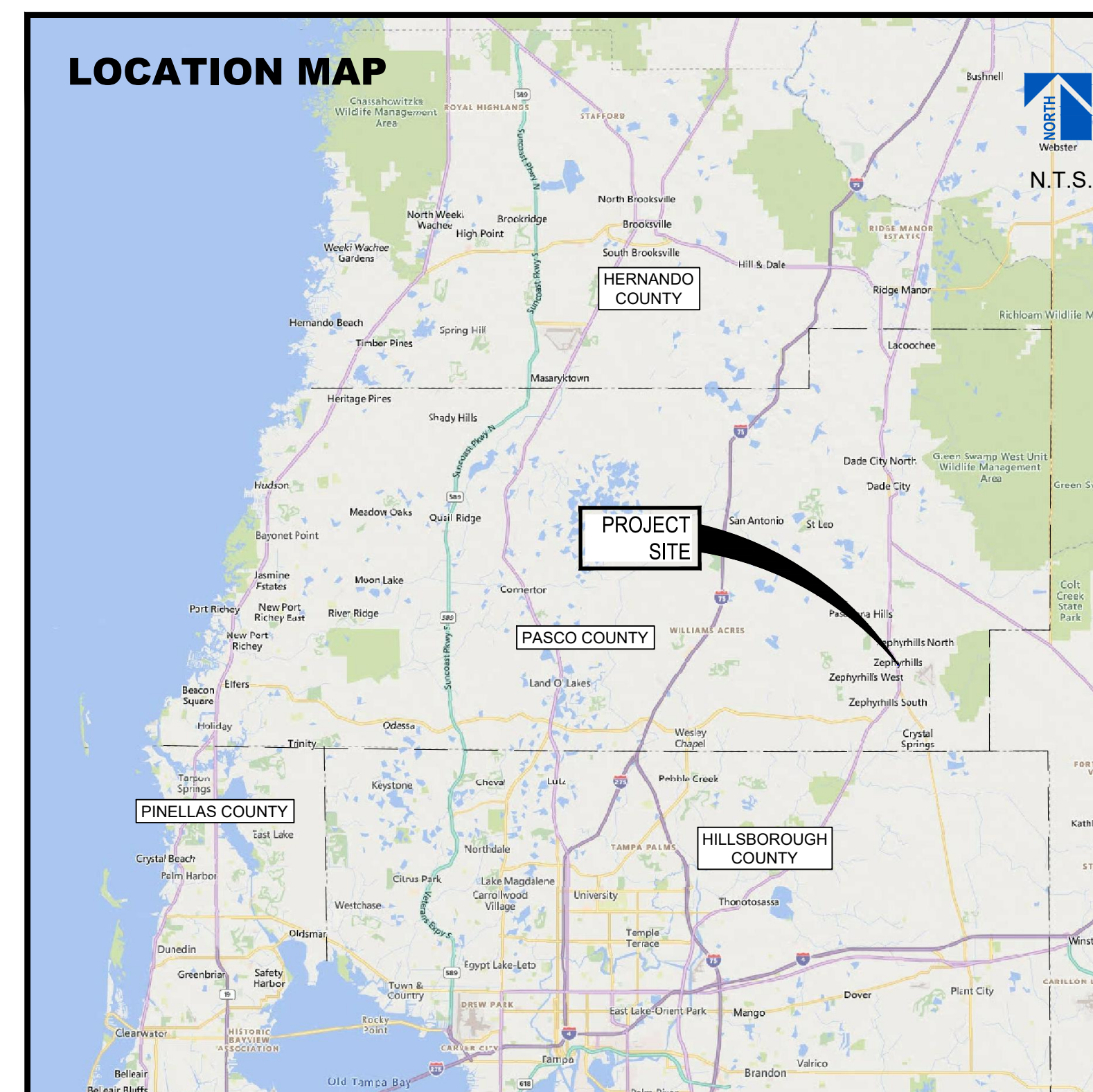
FOR

5335 8th Street

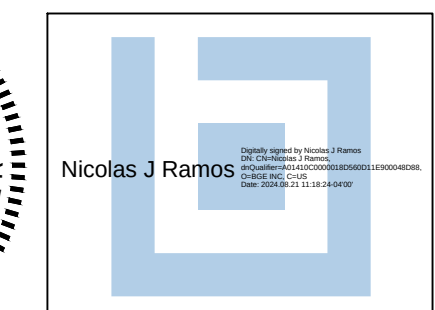
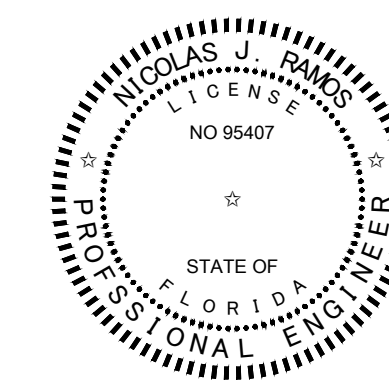
Zephyrhills, FL 33542

(813) 780-0000

June 2022



SHEET NO.	SHEET NAME
C0-0	COVER SHEET
C0-1	GENERAL NOTES
C1-0	SURVEY
C1-1	DEMOLITION PLAN
C2-0	EROSION CONTROL
C2-1	EROSION CONTROL DETAILS & NOTES
C3-0 - C3-1	SITE PLAN
C4-0 - C4-1	PAVING, GRADING, AND DRAINAGE
C6-0 - C6-2	PLAN AND PROFILE
C7-0 - C7-3	GENERAL DETAILS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICOLAS J. RAMOS, PE, STATE OF FLORIDA, LICENSE NO. 95407. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

Sheet Number	Sheet Title
C0-0	COVER SHEET
C0-1	GENERAL NOTES
C1-1	DEMOLITION PLAN
C2-0	EROSION CONTROL
C2-1	EROSION CONTROL DETAILS & NOTES
C3-0 - C3-1	SITE PLAN
C4-0 - C4-1	PAVING, GRADING, AND DRAINAGE
C6-0 - C6-2	PLAN AND PROFILE

CIVIL ENGINEER
BGE, Inc.
5426 Bay Center Dr, Suite 100
Tampa, FL 33609
Phone: 813-848-0901
Contact: Nicolas J. Ramos, Project Manager

OWNER / APPLICANT
City of Zephyrhills
5335 8th Street
Phone: 813-780-0000
Contact: William Poe, City Manager

LAND SURVEY
DC Johnson & Associates, Inc.
11911 S. Curley St.
San Antonio, FL 33576
Phone: 352-588-2768
Contact: Daniel C. Johnson, PLS



BGE, Inc.
5426 Bay Center Dr. Suite 100,
Tampa, FL 33609
Tel: 813-848-0901 ■ www.bgeinc.com

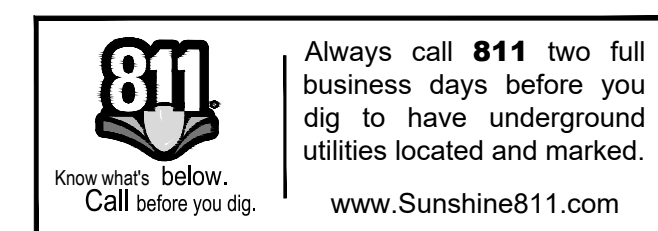
POTABLE WATER
City of Zephyrhills
Phone: 813-780-0000 x 3567
Contact: Bruce Sellers

SANITARY SEWER
City of Zephyrhills
Phone: 813-780-0000 x 3567
Contact: Bruce Sellers

COMMUNICATIONS
Charter Communications
Phone: 407-352-8509
Contact: Marvin Ustry Jr.

NATURAL GAS
TECO | Peoples Gas
Phone: 813-228-4025
Contact: Phyllis Bridges

ELECTRICITY
Duke Energy
Phone: 800-778-9140

[illegible]

LEGEND

(P) = PLAT MEASUREMENT

R/W = RIGHT-OF-WAY

EL. = ELEVATION

I.E. = INVERT ELEVATION

F.F. = FINISHED FLOOR ELEVATION

PVC = POLY-VINYL CHLORIDE PIPE

CMP = CORRUGATE METAL PIPE

HDPE = HIGH-DENSITY POLYETHYLENE PIPE

○ = FOUND IR (SIZE & REGISTRATION NUMBER AS NOTED)

△ = FOUND NAIL & DISK (SIZE & REGISTRATION NUMBER AS NOTED)

▲ = SET NAIL & DISK "LB 4514"

● = FOUND IP (SIZE & REGISTRATION NUMBER AS NOTED)

■ = VERTICAL CONTROL BENCHMARK

⊕ = STORM MANHOLE

⊕ = SANITARY MANHOLE

⊕ = GREASE TRAP

⊕ = LIFT STATION

⊕ = WATER METER

⊕ = GATE VALVE - WATER

⊕ = FIRE HYDRANT

⊕ = FIRE DEPARTMENT CONNECTION

⊕ = POWER POLE/TELEPHONE POLE

⊕ = LIGHT POLE

⊕ = BOLLARD

⊕ = POST

⊕ = ROADSIGN

⊕ = MAILBOX

⊕ = AIR CONDITIONER

⊕ = CLEANOUT

⊕ = ELECTRIC METER

⊕ = ELECTRIC BOX

⊕ = ELECTRIC VAULT/HAND HOLE

⊕ = ELECTRIC TRANSFORMER

⊕ = TELEPHONE EQUIPMENT BOX

⊕ = TELEPHONE PEDESTAL

⊕ = FIBER OPTIC VAULT/HAND HOLE

⊕ = OVERHEAD POWER LINE

■ = ASPHALT

■ = CONCRETE

■ = PAVERS

N

W

E

S

D. C. JOHNSON
ASSOCIATES
SURVEYING AND
MAPPING

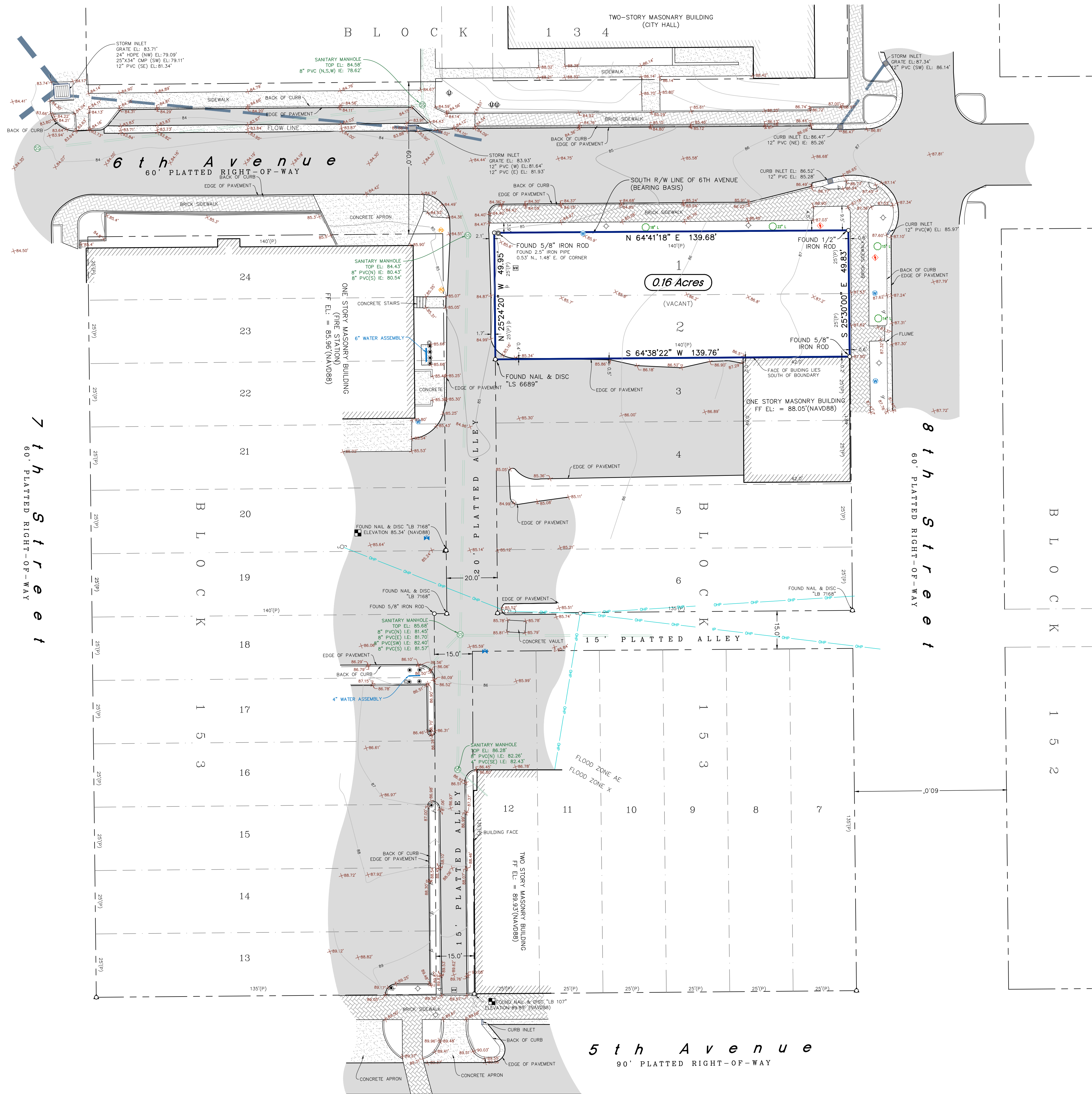
SCALE 1" = 20'

0 10' 20' 40'

DESCRIPTION:
(per Official Record Book 9519, Page 977, Public Records of Pasco County, Florida)

Lots 1 and 2, Block 153, A MAP OF THE TOWN OF ZEPHYRHILLS, according to the map or plat thereof as recorded in Plat Book 1, Page 54, Public Records of Pasco County, Florida.

- SURVEYOR'S NOTES:**
- Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
 - This survey was prepared without an abstract of title; therefore the undersigned makes no guarantees or representations regarding information shown hereon pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
 - No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
 - No underground installations, improvements or encroachments, have been located except those shown hereon.
 - Bearings shown hereon are based on the Florida State Plane Coordinate System, FL-West Projection, with South right-of-way line of 6th Avenue having a grid bearing of N.64°38'47"E.
 - Bearings and distances shown hereon are field measured, unless otherwise indicated.
 - The text for ties to improvements indicates the direction they lie in relation to the boundary.
 - Subject property appears to lie in Flood Zone "AE" and "X" according to F.I.R.M. Community Panel 12101C0456F, dated 9/26/2014.
 - Elevations shown hereon are based upon North American Vertical Datum of 1988 (NAVD88), National Geodetic Survey benchmarks "B 663" and "A 663" located on U.S. Highway No. 301 in Zephyrhills, Florida.
"B 663" published elevation = 88.38' (NAVD88).
"A 663" published elevation = 83.76' (NAVD88).
 - Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).



BY

DLJ

SH

REVISION

08/04/21

4/17/2022

04/27/22

DATE

08/04/21

4/17/2022

04/27/22

SEAL

Daniel C. Johnson
P.L.S./P.S.M. License Number: 3653
This survey conforms to the Standards of Practice
for Professional Land Surveyors in Chapter 5J-17 Florida Administrative
Code.
Not valid without the signature and original raised
seal of a Florida Licensed Surveyor and Mapper.

DATE OF FIELD SURVEY: 04/26/2022

Boundary & Topographic Survey

City of Zephyrhills

5328 8th Street

PROJECT NO: 2021-201A01.00001

SEC: 11

TWP: 26S

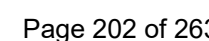
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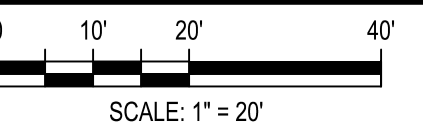
COUNTY: Pasco County

SCALE: 1"=20'

SHEET NO: 1 of 1

Page 201 of 263





CITY OF ZEPHYRHILLS

6TH AVENUE STORM

100% CONSTRUCTION DOCUMENTS

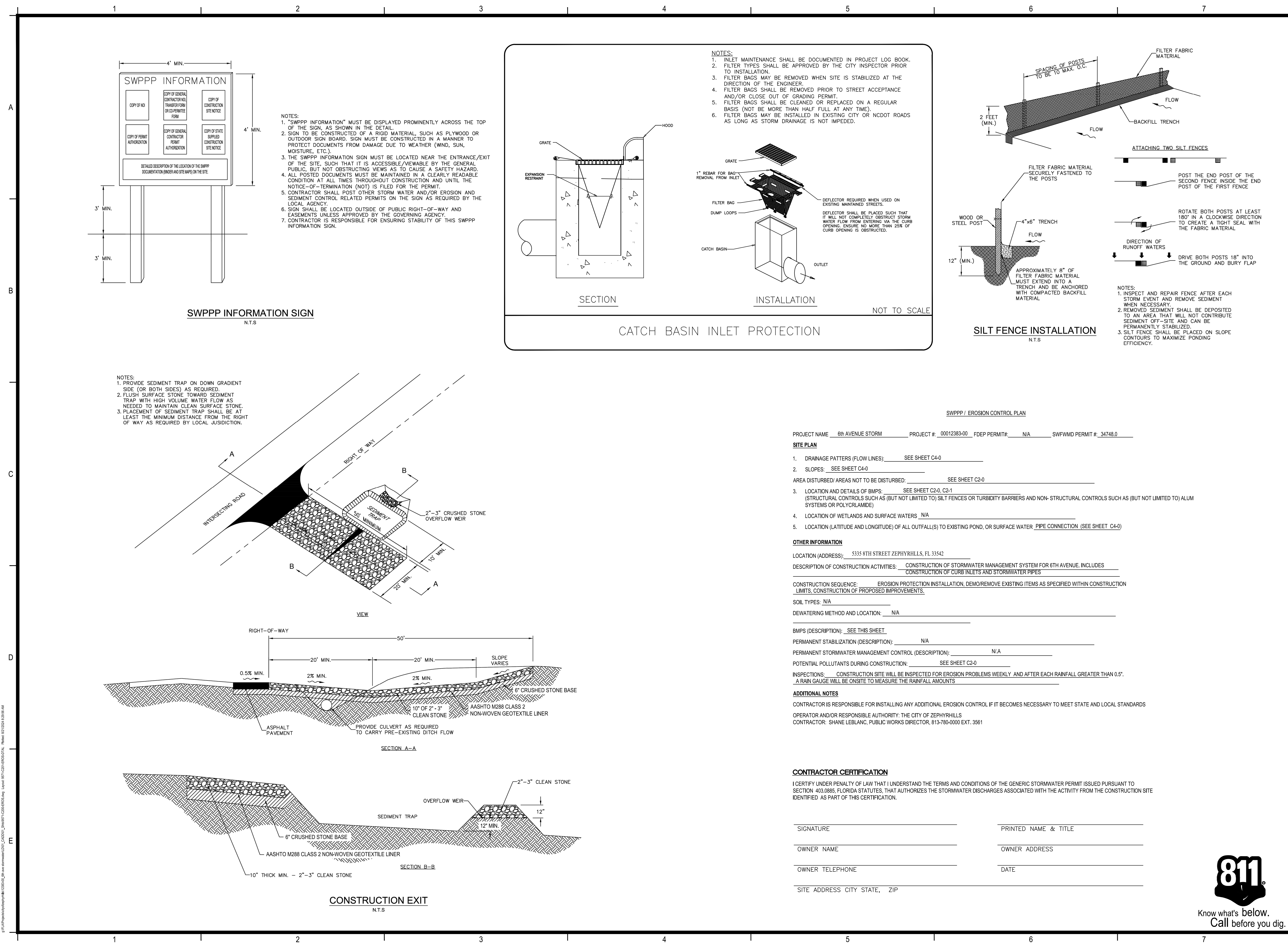
EROSION CONTROL

[illegible]

C2-0



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CITY OF ZEPHYRHILLS

6TH AVENUE STORM

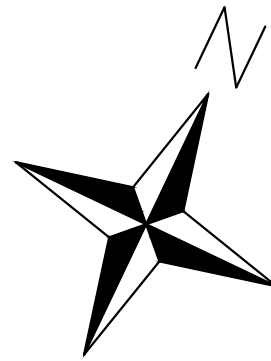
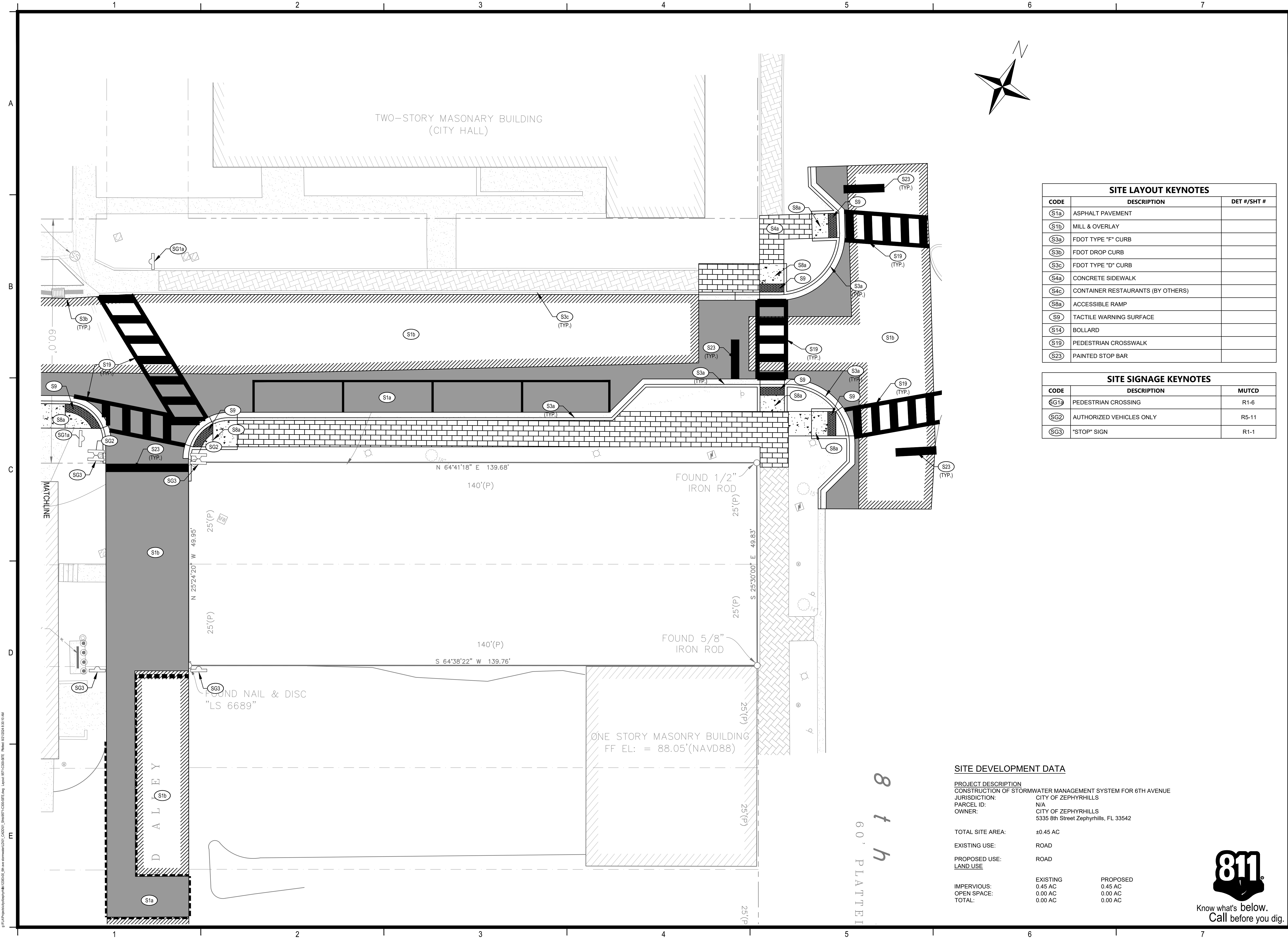
100% CONSTRUCTION DOCUMENTS

EROSION CONTROL DETAILS & NOTES

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PROJECT NO.:	00012383-00
DESIGNED BY:	NR
DRAWN BY:	AMC
REVIEWED BY:	NR
DATE:	8/21/2024

C2-1



SITE LAYOUT KEYNOTES		
CODE	DESCRIPTION	DET #/SHT #
(S1a)	ASPHALT PAVEMENT	
(S1b)	MILL & OVERLAY	
(S3a)	FDOT TYPE "F" CURB	
(S3b)	FDOT DROP CURB	
(S3c)	FDOT TYPE "D" CURB	
(S4a)	CONCRETE SIDEWALK	
(S4c)	CONTAINER RESTAURANTS (BY OTHERS)	
(S8a)	ACCESSIBLE RAMP	
(S9)	TACTILE WARNING SURFACE	
(S14)	BOLLARD	
(S19)	PEDESTRIAN CROSSWALK	
(S23)	PAINTED STOP BAR	

SITE SIGNAGE KEYNOTES		
CODE	DESCRIPTION	MUTCD
(SG1a)	PEDESTRIAN CROSSING	R1-6
(SG2)	AUTHORIZED VEHICLES ONLY	R5-11
(SG3)	"STOP" SIGN	R1-1

SITE DEVELOPMENT DATA

PROJECT DESCRIPTION		
CONSTRUCTION OF STORMWATER MANAGEMENT SYSTEM FOR 6TH AVENUE		
JURISDICTION:	CITY OF ZEPHYRHILLS	
PARCEL ID:	N/A	
OWNER:	CITY OF ZEPHYRHILLS 5335 8th Street Zephyrhills, FL 33542	
TOTAL SITE AREA:	±0.45 AC	
EXISTING USE:	ROAD	
PROPOSED USE:	ROAD	
LAND USE		
IMPERVIOUS:	EXISTING	PROPOSED
	0.45 AC	0.45 AC
OPEN SPACE:	0.00 AC	0.00 AC
TOTAL:	0.00 AC	0.00 AC

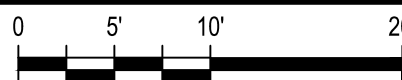


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SCALE: 1" = 10'

CITY OF ZEPHYRHILLS

6TH AVENUE STORM

100% CONSTRUCTION DOCUMENTS

SITE PLAN

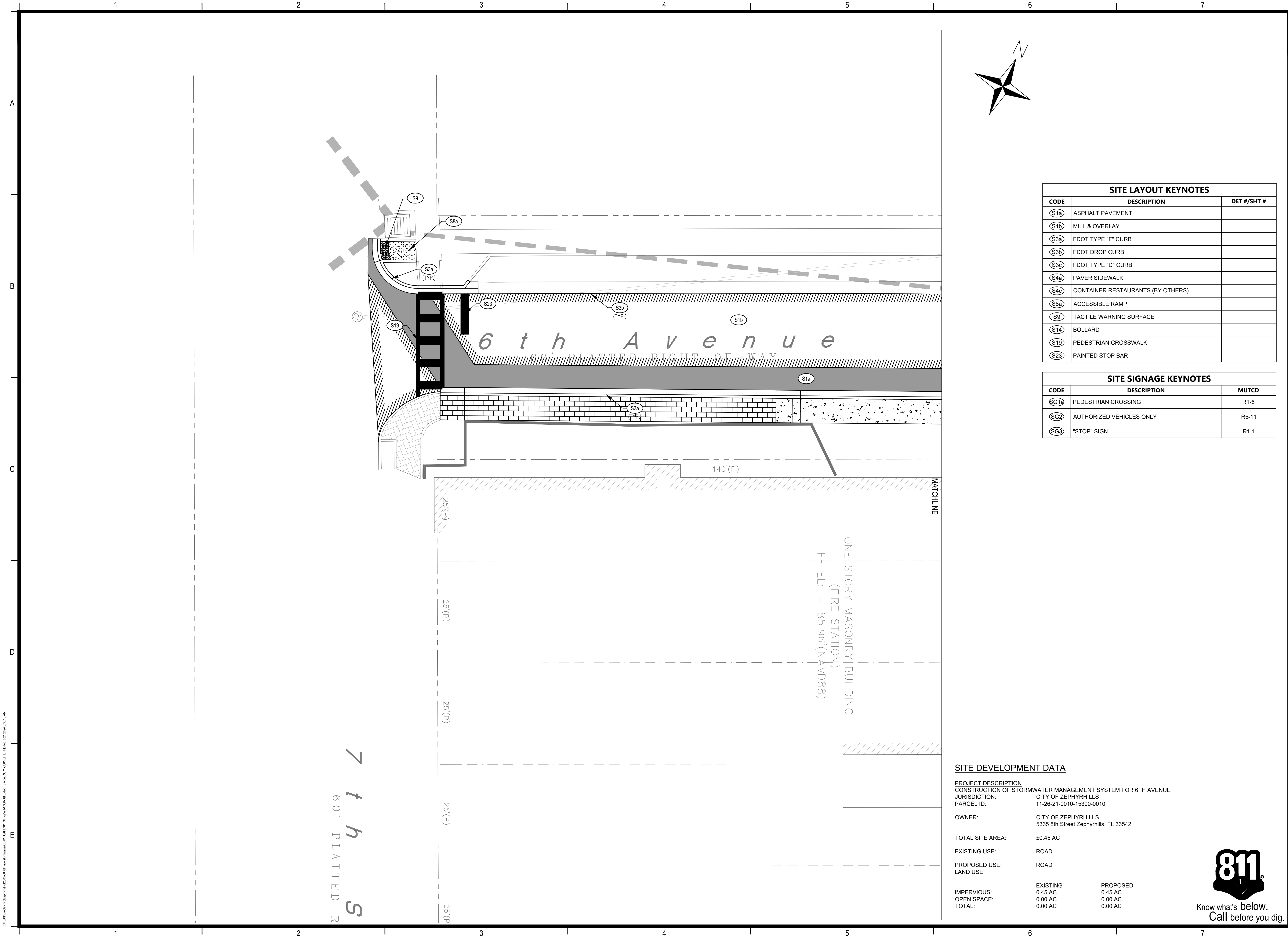
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PROJECT NO.: 00012383-00

DESIGNED BY: NR DRAWN BY: AMC

REVIEWED BY: NR DATE: 8/21/2024

C3-0



SITE LAYOUT KEYNOTES		
CODE	DESCRIPTION	DET #/SHT #
(S1a)	ASPHALT PAVEMENT	
(S1b)	MILL & OVERLAY	
(S3a)	FDOT TYPE "F" CURB	
(S3b)	FDOT DROP CURB	
(S3c)	FDOT TYPE "D" CURB	
(S4a)	PAVER SIDEWALK	
(S4c)	CONTAINER RESTAURANTS (BY OTHERS)	
(S8a)	ACCESSIBLE RAMP	
(S9)	TACTILE WARNING SURFACE	
(S14)	BOLLARD	
(S19)	PEDESTRIAN CROSSWALK	
(S23)	PAINTED STOP BAR	

SITE SIGNAGE KEYNOTES		
CODE	DESCRIPTION	MUTCD
(SG1a)	PEDESTRIAN CROSSING	R1-6
(SG2)	AUTHORIZED VEHICLES ONLY	R5-11
(SG3)	"STOP" SIGN	R1-1

SITE DEVELOPMENT DATA

PROJECT DESCRIPTION
CONSTRUCTION OF STORMWATER MANAGEMENT SYSTEM FOR 6TH AVENUE
JURISDICTION: CITY OF ZEPHYRHILLS
PARCEL ID: 11-26-21-0010-15300-0010
OWNER: CITY OF ZEPHYRHILLS
5335 8th Street Zephyrhills, FL 33542
TOTAL SITE AREA: ±0.45 AC
EXISTING USE: ROAD
PROPOSED USE: ROAD
LAND USE
IMPERVIOUS: EXISTING 0.45 AC PROPOSED 0.45 AC
OPEN SPACE: 0.00 AC 0.00 AC
TOTAL: 0.00 AC 0.00 AC



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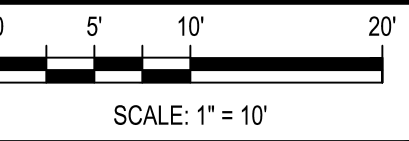
SCALE: 1" = 10'

CITY OF ZEPHYRHILLS
6TH AVENUE STORM

100% CONSTRUCTION DOCUMENTS

SITE PLAN

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CITY OF ZEPHYRHILLS

6TH AVENUE STORM

100% CONSTRUCTION DOCUMENTS

PAVING, GRADING, AND DRAINAGE

STRUCTURE DATA TABLE								
STRUCTURE NAME	RIM ELEV.	PIPE IN SIZE	INV. IN	INV. OUT	PIPE OUT SIZE	PIPE OUT LENGTH (LF)	PIPE OUT SLOPE	PIPE OUT TO NODE
EX. ST12	83.75	30"	79.50 (SE)					
ST1	87.34			80.72 (S)	15"	33.52	0.33%	ST2
ST2	86.46	15"	80.61 (N)	80.51 (SE)	24"	22.00	0.14%	ST4
ST3	87.20			80.59 (W)	18"	34.45	0.32%	ST4
ST4	86.71	24" 16"	80.48 (NW) 80.48 (E)	80.38 (SW)	24"	114.54	0.15%	ST5
ST5	84.51	24"	80.21 (NE)	80.11 (W)	30"	35.45	0.14%	ST9
ST6	85.09			77.11 (SW)	30"	16.59	0.24%	ST7
ST7	85.29	30"	77.07 (NE)	80.42 (NW)	30"	123.63	0.29%	ST9
ST9	84.47	30" 30"	80.06 (E) 80.06 (SE)	79.96 (SW)	30"	135.54	0.15%	ST10
ST10	84.40			79.66 (NW)	30"	32.19	0.12%	ST11
ST11	83.87	30"	79.62 (SE)	79.52 (NW)	30"	14.29	0.14%	EX. ST12

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
P6	30"	16.59'	0.24%	30" RCP
P7	30"	123.63'	0.29%	30" RCP
P1	15"	33.52'	0.33%	15" RCP
P2	24"	22.00'	0.14%	24" RCP
P4	24"	114.54'	0.15%	24" RCP
P3	18"	34.45'	0.32%	18" RCP
P10	30"	32.19'	0.12%	30" RCP
P11	30"	14.29'	0.14%	30" RCP
P5	30"	35.45'	0.14%	30" RCP
P9	30"	135.54'	0.15%	30" RCP

GRADING LEGEND

PROPOSED GRADE

EXISTING GRADE

EXISTING CONTOUR

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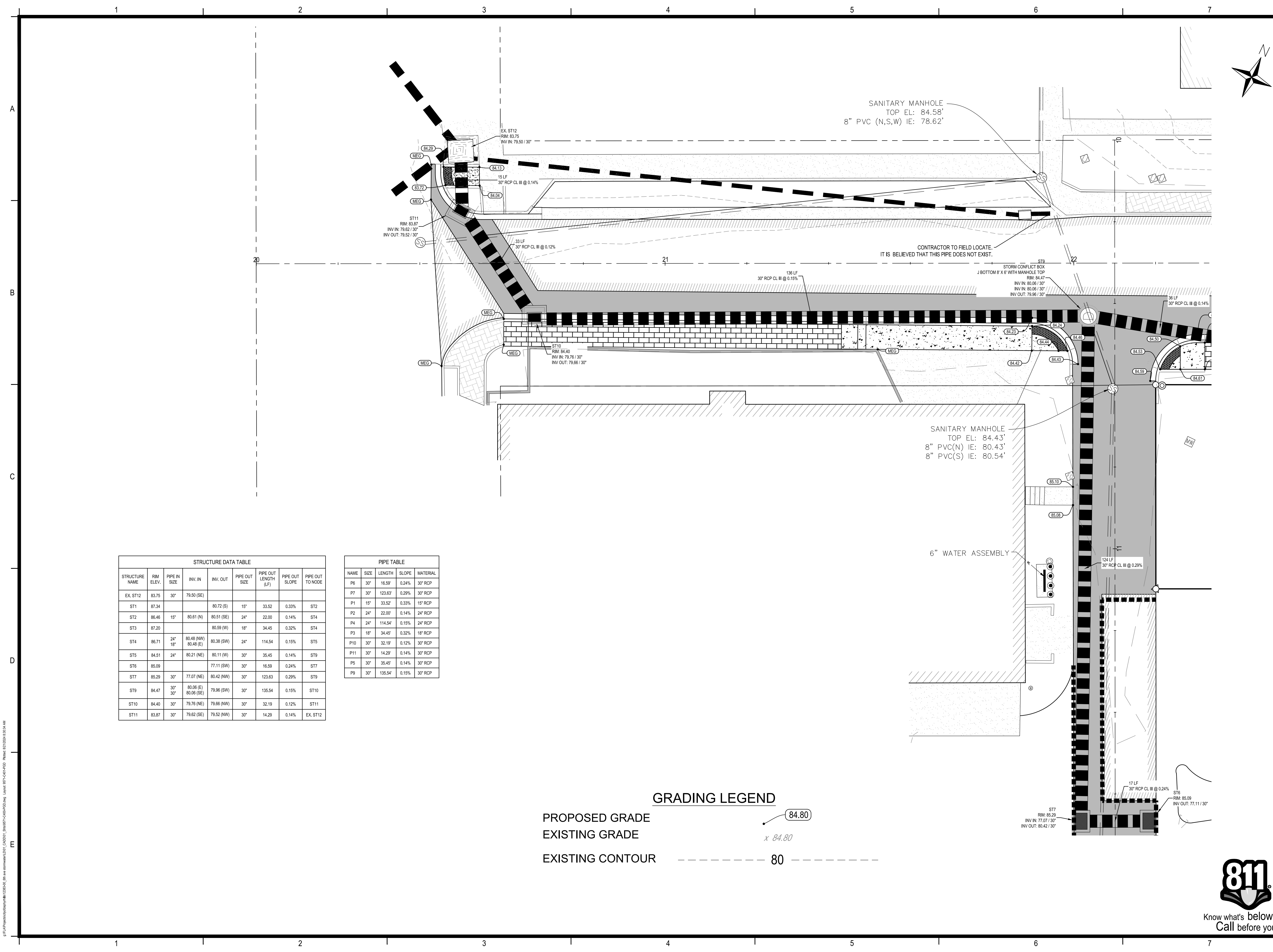
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PROJECT NO.: 00012383-00

DESIGNED BY:	DRAWN BY:
NR	AMC

VIEWED BY:	DATE:
NR	8/21/2024

C4-0



STRUCTURE DATA TABLE								
STRUCTURE NAME	RIM ELEV.	PIPE IN SIZE	INV. IN	INV. OUT	PIPE OUT SIZE	PIPE OUT LENGTH (LF)	PIPE OUT SLOPE	PIPE OUT TO NODE
EX. ST12	83.75	30"	79.50 (SE)					
ST1	87.34			80.72 (S)	15"	33.52	0.33%	ST2
ST2	86.46	15"	80.61 (N)	80.51 (SE)	24"	22.00	0.14%	ST4
ST3	87.20			80.59 (W)	18"	34.45	0.32%	ST4
ST4	86.71	24" 18"	80.48 (NW) 80.48 (E)	80.38 (SW)	24"	114.54	0.15%	ST5
ST5	84.51	24"	80.21 (NE)	80.11 (W)	30"	35.45	0.14%	ST9
ST6	85.09			77.11 (SW)	30"	16.59	0.24%	ST7
ST7	85.29	30"	77.07 (NE)	80.42 (NW)	30"	123.63	0.29%	ST9
ST9	84.47	30" 30"	80.06 (E) 80.06 (SE)	79.96 (SW)	30"	135.54	0.15%	ST10
ST10	84.40	30"	79.76 (NE)	79.66 (NW)	30"	32.19	0.12%	ST11
ST11	83.87	30"	79.62 (SE)	79.52 (NW)	30"	14.29	0.14%	EX. ST12

PIPE TABLE				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
P6	30"	16.59'	0.24%	30" RCP
P7	30"	123.63'	0.29%	30" RCP
P1	15"	33.52'	0.33%	15" RCP
P2	24"	22.00'	0.14%	24" RCP
P4	24"	114.54'	0.15%	24" RCP
P3	18"	34.45'	0.32%	18" RCP
P10	30"	32.19'	0.12%	30" RCP
P11	30"	14.29'	0.14%	30" RCP
P5	30"	35.45'	0.14%	30" RCP
P9	30"	135.54'	0.15%	30" RCP

GRADING LEGEND

PROPOSED GRADE

EXISTING GRADE

EXISTING CONTOUR

84.80

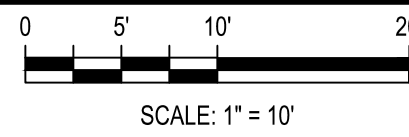
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Tampa, FL 33609
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FL Registry No. 32116

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CITY OF ZEPHYRHILLS

6TH AVENUE STORM

100% CONSTRUCTION DOCUMENTS

PAVING, GRADING, AND DRAINAGE

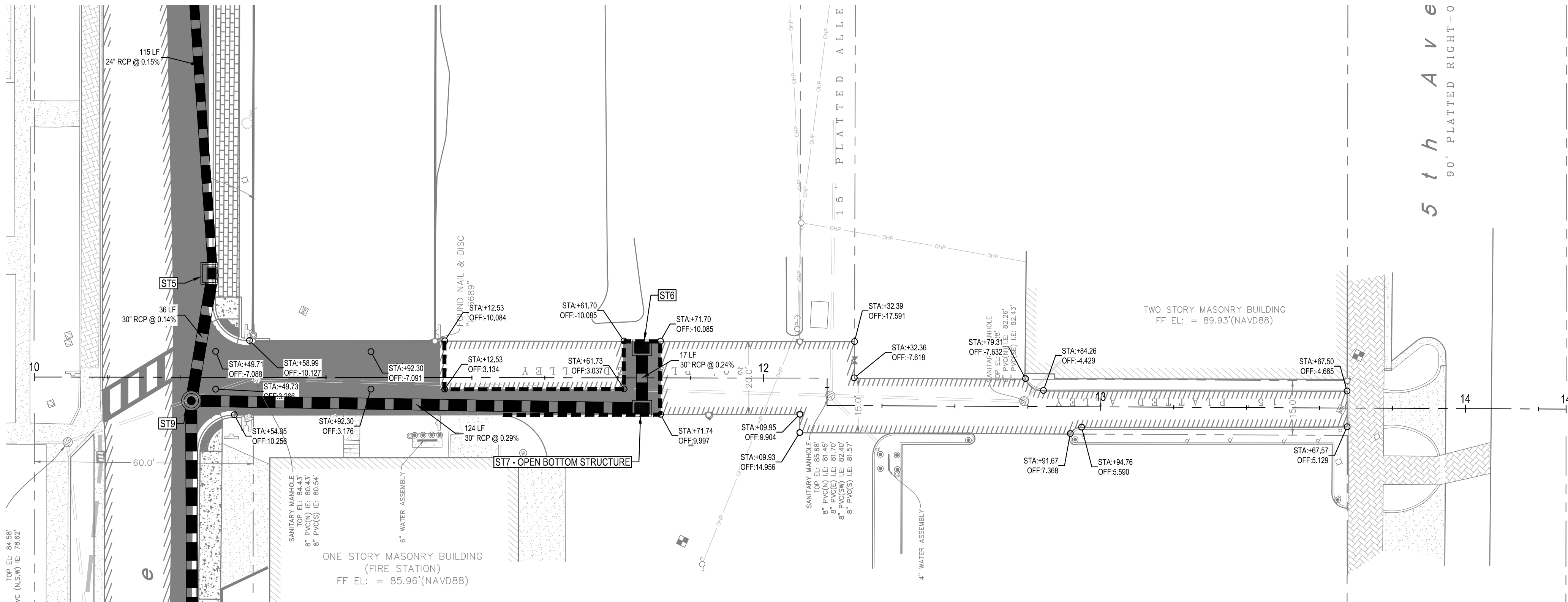
REVISIONS										DATE	APR
1	2	3	4	5	6	7	8	9	10		
11	12	13	14	15	16	17	18	19	20		
21	22	23	24	25	26	27	28	29	30		
31	32	33	34	35	36	37	38	39	40		
41	42	43	44	45	46	47	48	49	50		
51	52	53	54	55	56	57	58	59	60		
61	62	63	64	65	66	67	68	69	70		
71	72	73	74	75	76	77	78	79	80		
81	82	83	84	85	86	87	88	89	90		
91	92	93	94	95	96	97	98	99	100		

PROJECT NO.	00012383-00
DESIGNED BY:	NR
DRAWN BY:	AMC
REVIEWED BY:	NR
DATE:	8/21/2024

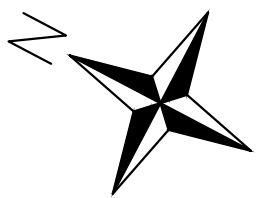
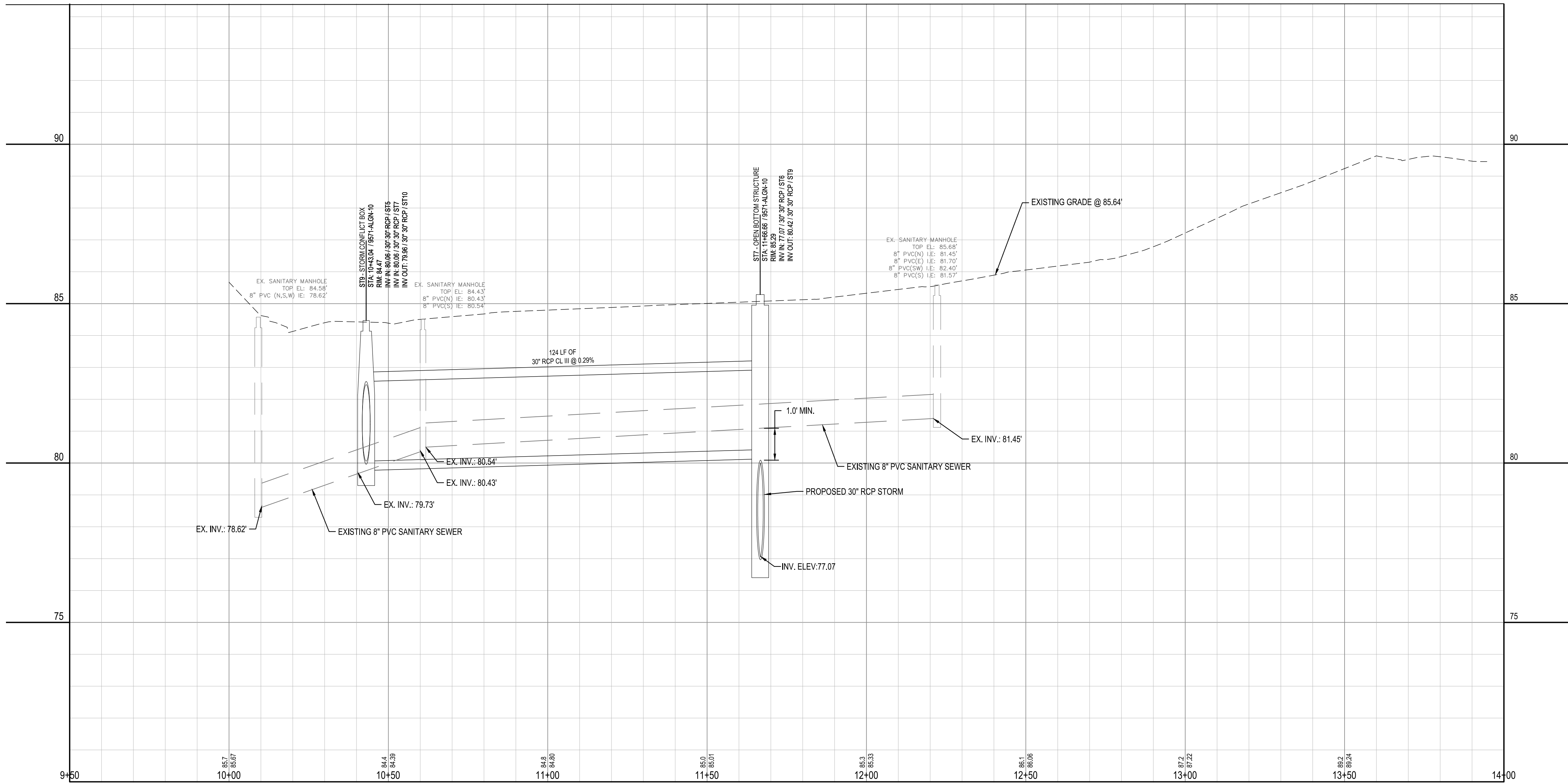
C4-1



Know what's below.
Call before you dig.

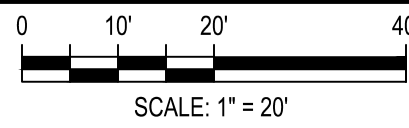


ALLEY PROFILE



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CITY OF ZEPHYRHILLS

6TH AVENUE STORM

100% CONSTRUCTION DOCUMENTS

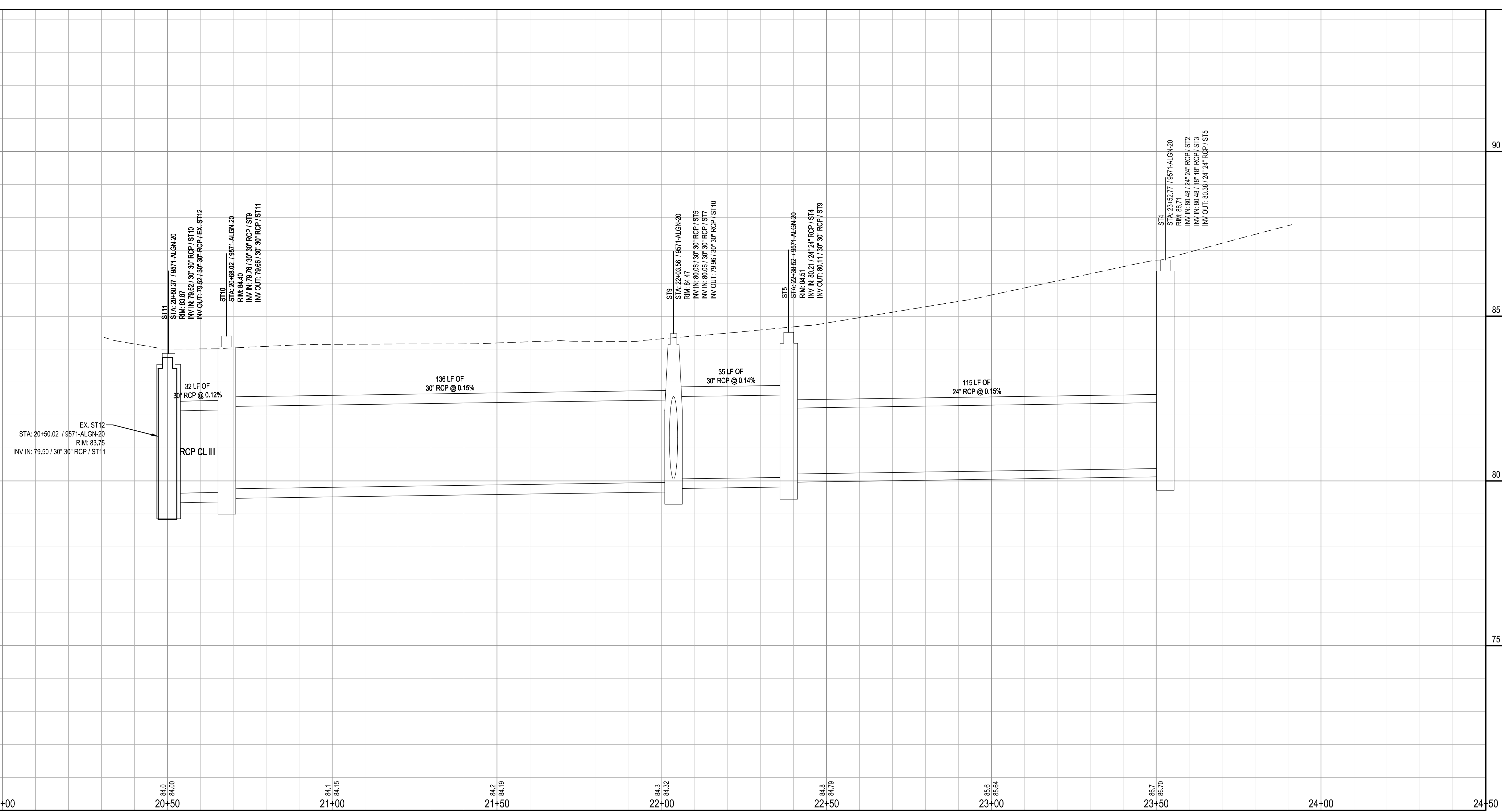
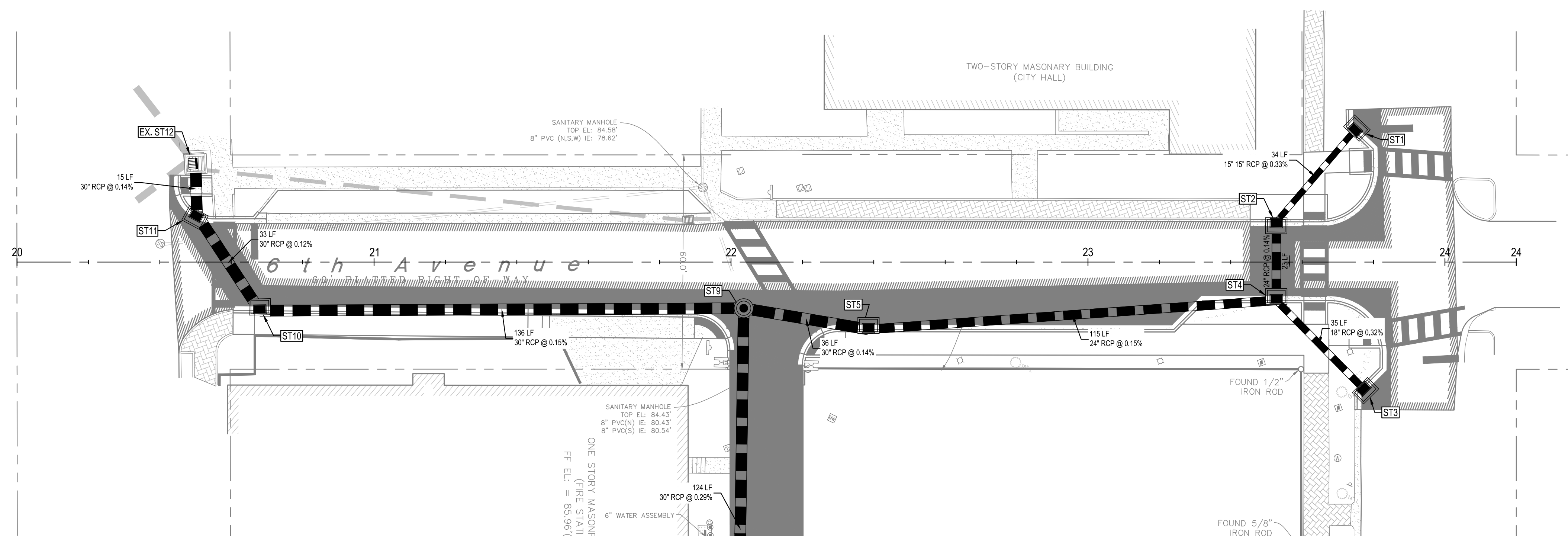
PLAN AND PROFILE

PROJECT NO.	00012383-00
DESIGNED BY:	NR
DRAWN BY:	AMC
REVIEWED BY:	NR
DATE:	8/21/2024



Know what's below.
Call before you dig.

C6-0



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SCALE: 1" = 20'

CITY OF ZEPHYRHILLS

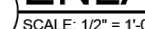
6TH AVENUE STORM

100% CONSTRUCTION DOCUMENTS

PLAN AND PROFILE

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C6-1



06/5/05	12/01/02
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FINANCE DIRECTOR'S REPORT 3.1

Utility Fee Schedule Amendment

RESOLUTION NO. 849-25 " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA TO AMEND THE UNIFORM UTILITY DEPARMENT FEE SCHEDULE FOR THE REMAINDER FO THE 2025-2026 FISCAL YEAR "

Issue:

Utility Fees Schedule Amendment 1st Reading of RESOLUTION NO. 849-25

Background:

The Utility Fee Schedule, as it relates to the Water and Sewer Division costs, needs to be adjusted upwards due to the costs associated with the work they do. These adjustments must be changed by Resolution.

Attachment(s):

1. RES NO 849-25 Utiltiy Fee Schedule

Fiscal Impact:

Please see the attached documents for the requested increases.

Staff Recommendation:

It is staffs recommendation to the City Council to approve this Resolution as presented.

RESOLUTION NO. 849-25

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA TO AMEND THE UNIFORM UTILITY DEPARTMENT FEE SCHEDULE FOR THE REMAINDER OF THE 2025-2026 FISCAL YEAR.

WHEREAS, on October 28, 2019, the City Council of the City of Zephyrhills, Florida sitting in regular session, adopted Master Potable Water Ordinance 1386-19, Master Reclaimed Water Ordinance 1387-19, and Master Sewer Ordinance 1388-19 which established that the schedule of fees relating to certain administrative functions of the City Utility Department be set by resolution each fiscal year; and

WHEREAS, the City Council finds that the following schedule of fees are reasonably related to the actual costs of performing the related administrative functions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida in regular session duly assembled, that said Council hereby establishes the Utility Department schedule of fees to be effective on the passage of this Resolution through the end of the 2025-2026 Fiscal Year:

SECTION 1. That the Utility Department Schedule of Fees is hereby adopted as attached hereto as Exhibit “A” and by reference made a part of this Resolution.

SECTION 2. Any prior resolution or portion thereof establishing a rate schedule for administrative functions regarding the Utility of the City of Zephyrhills that is inconsistent with this Resolution is hereby repealed to the extent that it is inconsistent herewith.

SECTION 3. This Resolution shall become effective when passed by the City Council and signed by the Mayor.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida sitting in regular session this 14th day of April, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

ATTACHMENT A

Utility Department Fee Schedule

To be reviewed each Fiscal Year

Water/Sewer Rates – By Ordinance

Water/Sewer Capacity Fees – By Ordinance

Turn On **\$25.00** water/sewer

Turn Off **\$25.00** water/sewer

Turn Off Disconnect **\$50.00** water/sewer

Turn On **After 4:00 PM weekdays, weekends, and holiday's \$50.00** water/sewer

Late Fee ~~\$4.00~~ **1.5% of balance, minimum of \$4.00**

Insufficient Fund Charge (Bad Check) **\$50.00**

Meter Reading Charge ~~\$30.00~~ **\$40.00** (re-read roll a vehicle)

Residential Water Deposit **\$60.00**

Residential Sewer Deposit **\$60.00**

Reclaimed Water Deposit **\$0.00**

Commercial Reclaimed Water Deposit **\$0.00**

Meter cost – See Meter Install Fees

Meter installation charge – See Meter Install Fees

Sewer Install Charge – See Sewer Service Install Fees

Testing meters **\$125.00**

Administration Fee **10% of Cost**

Fire sprinkler Fee, 500 or less **\$3.00** per month

>500 Fire sprinkler Fee, each head **\$3.00** per month

Utilities Consultant Review Fee – Cost of review plus Administration Fee (**\$1,500.00 initial deposit**). **Charged by Planning during permitting.**

Interdepartmental Utility Review Fee - < 50 units **\$250.00**, ≥ 50 units **\$500.00**. **Charged by Planning during permitting.**

Cost Recovery Fee – See Cost Recovery Fee

Meter Install Fees

	3/4" Meter	1" Meter
Meter	267.85	441.38
Curb Stop	119.57	119.57
Fittings/Materials	284.85	934.86
Dual Check Backflow Preventer	119.63	
Reduced Pressure Backflow		399.30
Meter Box	29.81	
Concrete Pad		65.00
Labor	2 hrs X \$35.00/hr = \$70.00	8 hrs X \$35.00/hr = \$280.00
TOTAL:	\$891.71	\$2,240.11

	1 1/2" Meter	2" Meter
Meter	995.50	1160.50
Curb Stop	266.09	387.53
Fittings/Materials	2301.70	2898.07
Reduced Pressure Backflow	788.70	982.85
Concrete Pad	65.00	65.00
Labor	8 hrs X \$35.00/hr = \$280.00	8 hrs X \$35.00/hr = \$280.00
TOTAL:	\$4,696.99	\$5,773.95

Hydrant Meter Security Deposit (NOT account deposit)

Meter	<u>1,160.50</u> 715.00
Fittings/Materials	<u>255.42</u> 300.00
Backflow Preventer	<u>982.85</u> 480.00
TOTAL:	\$<u>2,398.77</u> 1,495.00

Cost Recovery:

Purpose

Providing a guideline for recovering costs associated with repair, replacement, and/or installation/removal, etc. of the City of Zephyrhills (City) Utility Department (Department) materials, equipment, and labor.

Analysis

Occasionally, City personnel are contacted via emergency phone, regular phone, email, etc. to respond to a water or sewer leak or break, fire hydrant damage, etc., due to an accident, vandalism, natural causes, material failure, etc., prior to, during, or after normal working hours. Additionally, City personnel are contacted about water and/or sewer line breaks, leaks, etc. at places we provide utility services to but are not responsible for the maintenance of. Such as the Valleydale Resident Owned (RO) Mobile Home Park, Winter's Mobile Home Park, etc. Department materials, equipment, and labor could be utilized to correct the previously mentioned conditions.

With costs/charges in place there would be a form of continuity so the City would be able to recover all costs relating to the above. Requesting reimbursement from an insurance company, resident, or other organization to recover all costs would be known and equal among situations/conditions, and should be unchallenged if/when questioned by an organization, attorney, courts, etc. An itemized list of charges will be completed as soon as reasonably possible prior to any work commencing or within a reasonable time after.

Costs/Charges

- Normal Working Hours - Monday through Friday, 7am-3:30pm, excluding City Holidays
- Non-Normal Working Hour charges are to be calculated at 1 ½ (one and one half) times the Normal Working Hour Rates
- Minimum 1 (one) hour charge beginning at time of call out, and ending at completion of task, such as the return of vehicles and/or equipment and/or personnel to starting location

Employee:

- Normal working hour rate - **\$325.00** per hour, per employee. Charged in half-hour increments

Equipment (employee NOT included in cost):

- Vehicles (car, standard and/or utility truck, or similar) **\$320.00** per hour, per vehicle. Charged in half-hour increments.
- Specialty Vehicles (Crane Truck, TV Truck, Flat Bed Truck, or similar) **\$10075.00** per hour. Charged in half-hour increments.
- Heavy Equipment (VacCon, Mini-Excavator, Backhoe, Loader, or similar) **\$1500.00** per hour, per piece of equipment. Charged in half-hour increments.

Materials:

- All materials used for repair, replacement, etc. shall be charged to the organization, resident, insurance company, etc. at the City's cost(s), plus a **10%** (ten percent) ~~for~~ Administration Fee.

*****Rest of Page Intentionally Left Blank*****

Wastewater Installation Fee Schedule

4" connection to existing Sewer Gravity Main < 5' deep (same side of road, no asphalt cuts or repair required)			
Item	Qty	Hr Rate	Subtotal
Heavy Equipment Charge (Per Hour)	8	\$ 150.00	\$ 1,200.00
Employee Labor Charge (Per Hour)	24	\$ 35.00	\$ 840.00
Service Vehicle Charge (Per Hour)	16	\$ 30.00	\$ 480.00
Parts & Materials	Bundled		\$ 500.00
		Total*	\$ 3,020.00

4" connection to existing Sewer Gravity Main > 5' deep (same side of road, no asphalt cuts or repair required)			
Item	Qty	Hr Rate	Subtotal
Heavy Equipment Charge (Per Hour)	16	\$ 150.00	\$ 2,400.00
Employee Labor Charge (Per Hour)	36	\$ 35.00	\$ 1,260.00
Service Vehicle Charge (Per Hour)	16	\$ 30.00	\$ 480.00
Parts & Materials	Bundled		\$ 500.00
		Total*	\$ 4,640.00

6" connection to existing Sewer Gravity Main < 5' deep (same side of road, no asphalt cuts or repair required)			
Item	Qty	Hr Rate	Subtotal
Heavy Equipment Charge (Per Hour)	8	\$ 150.00	\$ 1,200.00
Employee Labor Charge (Per Hour)	24	\$ 35.00	\$ 840.00
Service Vehicle Charge (Per Hour)	16	\$ 30.00	\$ 480.00
Parts & Materials	Bundled		\$ 700.00
		Total*	\$ 3,220.00

6" connection to existing Sewer Gravity Main > 5' deep (same side of road, no asphalt cuts or repair required)			
Item	Qty	Hr Rate	Subtotal
Heavy Equipment Charge (Per Hour)	16	\$ 150.00	\$ 2,400.00
Employee Labor Charge (Per Hour)	36	\$ 35.00	\$ 1,260.00
Service Vehicle Charge (Per Hour)	16	\$ 30.00	\$ 480.00
Parts & Materials	Bundled		\$ 700.00
		Total*	\$ 4,840.00

Additional costs if roadway must be excavated to make the proposed sewer connection (Calculated for a 5' wide cut 24' long)			
Item	Qty	Hr Rate	Subtotal
Heavy Equipment Charge (Per Hour)	3	\$ 150.00	\$ 450.00
Employee Labor Charge (Per Hour)	6	\$ 35.00	\$ 210.00
Service Vehicle Charge (Per Hour)	3	\$ 30.00	\$ 90.00
Streets Heavy Equip Charge (Per Hour)	10	\$ 150.00	\$ 1,500.00
Streets Labor Charge (Per Hour)	12	\$ 35.00	\$ 420.00
Streets Service Vehicle Chg (Per Hour)	4	\$ 30.00	\$ 120.00
Asphalt & Limerock	Bundled		\$ 550.00
		Total^	\$ 3,340.00

* Assumes that the new service connection will not require a paved road to be excavated. If road excavation is necessary, additional fees will be applicable.

^ Assumes aggregate material costs do not rise significantly above 2016 market rate

STAFF REPORT

To:

From: Sabor Latino will be the 2nd time this event takes place in the city. It will be a Latin festival with activities for the family. The event is being hosted by Penguin Productions. It will be alcohol event. The Airport Venue will be the wet zone.

RE: Special Event Sabor Latino Alcohol Approval-The event is scheduled for May 3rd, 2025 from 12pm-7pm. The event will take place at the Airport Venue.

Date: April 14, 2025

I. BACKGROUND & INFORMATION

II. DATA & ANALYSIS

Staff recommends approval. Last years event was successful with no negative reports from anyone.

III. RECOMMENDATION





PLAN SNAPSHOT REPORT SEP-000028-2025 FOR CITY OF ZEPHYRHILLS

Plan Type: Special Event Permit	Project:	App Date: 03/11/2025
Work Class: Special Event Permit	District: City of Zephyrhills	Exp Date: 09/08/2025
Status: In Review	Square Feet: 0.00	Completed: NOT COMPLETED
Valuation: \$0.00	Assigned To: Maldonado, Carlos	Approval Expire Date:
Description: Sabor Latino-Latin Music Festival-May 3rd,2025, 12pm-7pm (Alcohol Event).		

Parcel: 12 26 21 0000 04900 0000 Main	Address: 5200 Airport Rd Zephyrhills, 33542 Main	Zone: Airport(AP-1) Airport(AP-1) Airport(AP-1) Airport(AP-1)
--	--	---

Applicant FLORIDA PENGUIN PRODUCTIONS DREW CECERE Po Box 7468 Clearwater, FL 33758 Business: (727) 674-1464 Mobile: (727) 512-9411	Co-Sponsor CELEBRATE BIRTHDAYS, INC 2157 UNIVERSITY SQUARE MALL TAMPA, FL 33612
---	--

Plan Custom Fields

Organization Name	Florida Penguin Productions	Date Incorporated	Aug 18 2020 12:00AM	Employer ID# (EIN)	8.52587e+008
Active or Inactive?	Active	Event Name	Sabor Latino	Event Date	May 3 2025 12:00AM
Event Time	12pm-7pm	Entry Fee	10	Co-Sponsor	Celebrate Birthdays
Type of Event	Festival	Has this event ever taken place in Zephyrhills?	Yes - Once	Zephyr Park	No
Downtown 5th Ave.	No	Krusen Park	No	Airport Venue \$\$	Yes
Alice Hall @ Zephyr Park \$\$	No	Clock Plaza on 5th Ave.No		Skate Park	No
Veteran's Memorial Park	No	Wickstrom Stage Zephyr Park	No	Gunner Paw Park	No
Shepard Park	No	Other - Enter Here		Estimated Attendance	600
Estimated Number of Vendors	40	Number of Parade or Run/Walk Entries		City Street or Avenue Closure Request?	No
If Yes, indicate location here:		State Highway Closure? (FDOT Ln. Clos. Permit Req)	No	If Yes, indicate location here:2	
Tents (smaller than 10' x 10')	Yes	Tents	Yes	Vehicles	Yes
Stage	No	Start/Finish Line	No	Signs	Yes
Tables	Yes	Porta lets	Yes	Bounce-House/Inflatable	Yes
Sound Equipment	Yes	People Barricades	No	Other - Please List Here2	
Bathroom Facilities	No	Electricity (5th Avenue Median)	No	Electricity (Stage Areas)	Yes
Garbage Cans	No	Cones / Barricades	No	Other - Please List Here	Dumpster
Please Provide a Brief Description of Event	Latin music, food, and vendors. Bounce Houses for kids. Beer and wine. Event runs 12pm-7pm	Alcohol General Text	Beer truck on site. Proceeds benefit charity.	Alcohol Security Text	hours 12pm-5:30pm, sheriff on site
Alcohol Type Text	beer & wine, 16oz cups.				

PLAN SNAPSHOT REPORT (SEP-000028-2025)

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_DREW_CECERE_3/11/2025.jpg	03/11/2025 15:18	CECERE, DREW		Uploaded via CSS
non-profit for Sabor Latino.pdf	03/11/2025 16:44	Maldonado, Carlos		
General Invoice EMAIL - 2990_03-12-2025_Florida Penguin Productions.pdf	03/12/2025 9:16	Maldonado, Carlos		VENUE INVOICE-REFUNDABLE DEPOSIT
General Invoice EMAIL - 2991_03-12-2025_Florida Penguin Productions.pdf	03/12/2025 9:16	Maldonado, Carlos		VENUE INVOICE WITH ALCOHOL

Note	Created By	Date and Time Created
1. Requirements -Special event meeting -Pay the venue invoice -City Council Alcohol Approval(date pending). -COI with alcohol liability -Map showing location of beer tent/truck.	Carlos Maldonado	03/11/2025 16:29

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Review Process v.1		03/12/2025 9:41	
Application Review v.1	Generic Action		03/12/2025 9:41
Temporary State Alcohol License Submitted v.1	Generic Action		
Fire Final v.1	Inspection		
Special Event Meeting v.1			
Private Meeting v.1	Hold Meeting		
City Council - Planning Report v.1	Hold Hearing		
Plan Review Complete v.1			
Approval Letter v.1	Create Report		

CITY MANAGER'S REPORT 4.2

CPH City Complex Extra Work Authorization

Issue:

Additional design work is required for the City Maintenance Complex.

Background:

In an effort to value engineer the project, the 65% design for the administration building was a CMU (Concrete Masonry Unit) type design. Changing this building to a PEMB (Pre-engineered Metal Building) will reduce the cost per SF, but require an additional design cost of \$48,810.00

Attachment(s):

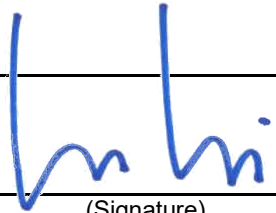
1. CPH City Complex Extra Work Authorization

Fiscal Impact:

FY25 Budget includes \$1,200,000 Penny for Pasco funding.

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this extra work authorization as presented.

Extra Work Authorization (EWA)		EWA#: 1					
CPH Project #: <u>201.00Z0801.000</u>		Base Contract Date: <u>5/24/2024</u>					
Project Name: <u>Zephyrhills: Renovations Public Works</u>		Base Contract Fee Amount: <u>\$1,950,832.00</u>					
Client: Mr./Ms.: <u>Shane LeBlanc</u>		Current Contract Date: <u>3/18/2025</u>					
		Current Contract Fee Amount: <u>\$1,950,832.00</u>					
		Proposed Fee for Extra Work: <u>\$48,810.00</u>					
		Contract Fee Amount with this EWA: <u>\$1,999,642.00</u>					
(Does not include the construction observation services)							
All terms and conditions of the BASE CONTRACT, with all approved amendments to date, shall be applicable to this Extra Work Authorization, except that Professional Services hourly rates are updated to reflect periodic adjustments to CPH's published rate, if so marked below. Approval of this Extra Work Authorization will amend the scope of services, and professional fees.							
The following: ☐ Increased Scope of Service ☐ Additional Service, is proposed for Client's approval:							
<u>SCOPE DESCRIPTION</u>		<u>PROPOSED FEE ADJUSTMENT</u> (IF ANY)					
Convert Admin Bldg A into a PEMB. Reduce mezzanine at Bldg L by 50% Incorporate agreed upon VE items into the construction set. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Architectural</td> <td style="text-align: right; color: red;">\$41,300.00</td> </tr> <tr> <td>Structural</td> <td style="text-align: right; color: red;">\$7,510.00</td> </tr> </table>				Architectural	\$41,300.00	Structural	\$7,510.00
Architectural	\$41,300.00						
Structural	\$7,510.00						
Proposed by: <u>John Lenti</u> CPH Project Manager  (Signature) <u>3/27/2025</u> Date		Approved: Client Signature Date					

CITY MANAGER'S REPORT 4.3

Supplemental Agreement No. 2 -- 450716-1: South Ave Ext National Guard Entrance Road

Issue:

South Ave Ext National Guard Entrance Road required for the new DMA (Department of Military Affairs) facility.

Background:

Due to increased construction costs, FDOT has contributed an additional \$935,000 towards this project. The previous contract amount was \$1,940,000.00 with the additional \$935,000, the new contract amount is \$2,875,637.00

Attachment(s):

1. 450716_1_South_Ave_Ext_SFGA_-_Supp_2

Fiscal Impact:

State of Florida Funded Grant Agreement

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this state funded supplemental agreement as presented.

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

2

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 increase the amount of state funds allocated to the project due to a low bid amount.

Reason for this Supplemental and supporting engineering and/or cost analysis:

Per the Local Programs Manual Chapter 5.8.2 and the Agreement section 6(b), this supplemental agreement is increasing the amount of state funds allocated to the project due to a low bid amount.

Exhibit "B" Schedule of Financial Assistance and Exhibit "J" State Financial Assistance (Florida Single Audit Act), attached hereto, are modified and supersedes the Exhibits of the original agreement.

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 Burgess

Title: Council President

By: _____

Name:

Title:

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Zephyrhills 5335 8 th Street Zephyrhills, Florida 33542		FINANCIAL PROJECT NUMBER: 450716 1 54 01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local 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					
FY:	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					
FY: 2023	Maximum Department Participation (Local Transportation Projects)	\$2,629,911.00	\$689,911.00	\$1,940,000.00	☐ In-Kind ☒ Cash
FY: 2025	Maximum Department Participation (Local Transportation Projects)	\$935,637.00	\$	\$935,637.00	☐ In-Kind ☒ Cash
Total Construction Cost		\$3,565,548.00 %	\$689,911.00 %	\$2,875,637.00 %	
Construction Engineering and Inspection - Phase 64					
FY:	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 :)					
FY:	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		\$3,565,548.00	\$689,911.00	\$2,875,637.00	

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.

Billy Schmidt

District Grant Manager Name

DocuSigned by:

DFD87CDA128144D...

04/07/2025 | 10:21 AM EDT

Signature

Date

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 ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Projects, CSFA 55.039

***Award Amount:** \$2,875,637.00

*The state award amount may change with supplemental agreements

Specific project information for ALN 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 ALN 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>

NOTED ITEMS 5.1

37-16-08A NextRequest - CivicPlus Public Records Request platform

Issue:

Background:

Attachment(s):

1. 37-16-08A NextRequest CivicPlus
2. Terms and Conditions

Fiscal Impact:

Staff Recommendation:

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-96669-1

3/31/2025 9:57 AM

3/31/2025

Client:

City of Zephyrhills, FL

Bill To:

ZEPHYRHILLS CITY, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Joseph Borelli		joseph.borelli@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,797.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Economy Plan	NextRequest Economy Plan for local agencies; Unlimited Staff Users, Up to 5 Admin-Publisher Users, Up to 1TB Storage. Core Features: Request Portal, Request Diversion, Public Reading Room, Email Notifications, Reminders, Reporting, Tasks, Time Tracking	USD 7,188.00

List Price - Initial Term Total	USD 4,576.03
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Total Investment - Prorated Year 1	USD 3,395.47
Annual Recurring Services (Subject to Uplift)	USD 7,188.00

Total Days of Quote:188

Initial Term	Beginning at signing and ending 10/4/2025, Renewal Term 10/5 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-96669-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign): William C. Poe, Sr.

William C. Poe, Sr.

Printed Name:

City Manager

Title:

March 31, 2025

Date:

CivicPlus

By (please sign):

Amy Vikander

Printed Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

03-31-2025

Organization Legal Name:

City of Zephyrhills

Billing Contact:

Joy Murphy

Title:

Accounting Specialist

Billing Phone Number:

(813) 780-0000

Billing Email:

jmurphy@ci.zephyrhills.fl.us

Billing Address:

5335 8th Street

Zephyrhills, FL 33542

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



GSA Statement of Work for Zephyrhills, FL
GSA Contract GS-35F-0124U

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
Project Manager	\$135.86	200	\$27,172.00
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	125	\$16,435.00
Graphic Designer	\$109.57	150	\$16,435.50
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	50	\$5,478.50
Trainer	\$109.57	8	\$876.56
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	280	\$22,579.20
Subtotal			\$88,976.76
Discount			(\$8,968.95)
Total Fees Year 1			\$80,007.81

Project Implementation and Deployment

CivicEngage:

- Annual Hosting and Security
- 36 Month Ultimate Redesign
- ADFS
- Annual Training
- CivicMedia
- CivicSend
- Mobile App
- Standard DHP: Public Works
- Standard DHP: Community Redevelopment
- Standard DHP
- Standard DHP: Police
- SSL

Accessibility:

- AudioEye

CivicClerk

- CivicClerk Premium Annual
- Recurring Training

CivicRec:

Zephyrhills City, FL**GSA**

Engage		10/5/2024-10/4/2025
1 Annual H&S	\$	2,928.56
1 36 Month Ultimate Redesign	\$	-
1 ADFS	\$	934.64
1 Annual Training	\$	1,180.68
1 CivicMedia	\$	623.10
1 CivicSend	\$	3,068.52
1 Mobile App	\$	1,215.00
2 Standard DHP: Public Works, Community Redevelopment	\$	872.40
1 Standard DHP	\$	768.72
1 Standard DHP: Police	\$	746.40
1 SSL	\$	123.00
Total	\$	12,461.02
Accessibility		10/5/2024-10/4/2025
1 AudioEye	\$	4,179.18
Total	\$	4,179.18
Clerk		
1 Premium Annual	\$	9,343.43
1 Recurring Training	\$	975.72
Total	\$	10,319.15
Rec		10/5/2024-10/4/2025
1 CivicRec Annual	\$	4,961.25
1 Global Payments	\$	1,102.50
Total	\$	6,063.75
SCF		10/5/2024-10/4/2025
1 Request	\$	13,119.75
1 Connector for PubWorks	\$	6,887.87
1 Connector for EnerGov	\$	9,839.81
1 Connector for Cityworks AMS	\$	6,559.88
Total	\$	36,407.31
CivicReady		10/5/2024-10/4/2025
1 Communicator Unlimited SMS + Unlimited Emergency Voice	\$	6,180.00
Total	\$	6,180.00
ArchiveSocial		10/5/2024-10/4/2025
1 Economy Renewal	\$	4,397.40
Total	\$	4,397.40
Renewal Total	\$	80,007.81



GSA Statement of Work for Zephyrhills, FL
GSA Contract GS-35F-0124U

- CivicRec Annual
- Global Payments

SeeClickFix:

- SeeClickFixRequest
- Connector for PubWorks
- Connector for EnerGov
- Connector for Cityworks AMS

ArchiveSocial:

- Economy Renewal

CivicReady:

- Communicator Unlimited SMS & Unlimited Emergency Voice

Total Initial Term Fees

\$80,007.81

Renewal Term Annual Services

\$82,408.04

1. Performance and payment under this Statement of Work ("SOW") by and between Zephyrhills, FL ("Customer") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff>.
2. This SOW shall remain in effect beginning on October 5, 2024 and ending on October 4, 2025. This SOW may be renewed for an additional 1-year Renewal Term upon mutual agreement of the Parties.
3. The Total Initial Term Fees will be invoiced as follows: 100% on October 5, 2024.
4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in Year 2 of service.



GSA Statement of Work for Zephyrhills, FL
GSA Contract GS-35F-0124U

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature

By:

Name:

Kenneth M. Burgess Jr.

Title:

Council President

Date:

09/09/2024

CivicPlus

By:

Name:

Amy Vikander

Title:

Senior Vice President of Customer Success

Date: 9/27/2024

Organization Legal Name:

City of Zephyrhills

Billing Contact:

Joy Murphy

Title:

Accounting Specialist

Billing Phone Number:

(813) 780-0000

Billing Email:

JMURPHY@ci.zephyrhills.fl.us

Billing Address:

5335 8th Street
Zephyrhills, FL 33542

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Contractor Information

Contract #: GS-35F-0124U
Contractor: CIVICPLUS, LLC
Address: 302 S 4TH ST
STE 500
MANHATTAN, KS 66502-6409
Call: 888-228-2233
Email: karpowicz@civicplus.com
Web Address: <http://civicplus.com>
SAM UEI: JF9GU4LFHNN3
NAICS: 541519

Socio-Economic :

Current Option Period End Date :

Ultimate Contract End Date :

Source	Title	Contract Number	Terms & Conditions / Price List
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<u>MAS</u>	Multiple Award Schedule	GS-35F-0124U	Terms & Conditions + Price List
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Other Than Small Business

Dec 11, 2027

Dec 11, 2027

Govt. POC:

Bradford Gill

816-926-8384

bradford.gill@gsa.gov

[Terms & Conditions + Price List](#)

Contract Clauses/Exceptions:

[View the specifics for this contract](#)

EPLS : Contractor not found on t

Current Option Period End Date

Dec 11, 2027

Ultimate Contract End Date

Dec 11, 2027

Category

[54151S](#)

[OLM](#)

GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title Multiple Award Schedule

For more information on ordering from Federal Supply Schedules go to the GSASchedules page at GSA.gov.

Contract Number: **GS-35F-0124U**

Contract period: **December 12, 2007 – December 11, 2027**

Contractor: **CivicPlus, LLC**

Contract Administrator: **Kyle Karpowicz**

Business Size: **Other**

Address: **302 S. 4th Street, Suite 500
Manhattan, KS 66502**

Telephone: **888-228-2233**

Facsimile: **785-587-8951**

E-mail: **karpowicz@civicplus.com**

Website: **www.civicplus.com**

CUSTOMER INFORMATION:

1a. Table of awarded special item numbers:

54151S Information Technology Professional Services

1b. 54151S Information Technology Professional Services

Labor Category	GSA Hourly Rate with IFF
Website Consultant	\$149.01
Project Manager	\$135.86
Network Consultant	\$135.86
Wireless Network Technician	\$135.86
Programmer	\$131.48
Graphic Designer	\$109.57
Writer	\$109.57

Server and Network Technician	\$109.57
Trainer	\$109.57
PC Technician	\$89.41
Content Developer	\$80.64

1c. Description of Hourly Rates:

JOB TITLE: CONTENT DEVELOPER

Minimum/General Experience: Experience navigating the internet and with Microsoft Office, strong attention to detail, excellent writing skills to include spelling and grammar, ability to handle multiple projects at the same time.

Functional Responsibility: Content developers are responsible for the development and editing of nearly all text that is displayed on the websites we develop. This includes working with the clients to ensure that the most current and useful information is available in a clear and easy-to-read display. Developers must be able to meet deadlines and work self-sufficiently to complete the task assigned to them.

- Edit and/or develop web-based content for our government-based clientele
- Participate in Content Development department meetings to discuss new strategies / methods of content development
- Work with the Content Department Manager and Senior Content Developers to ensure that the information being developed is in accordance with client standards / desires
- Provide content recommendations and suggestions to Senior Content Developers per site
- Provide weekly summary of questions to Senior Content Developers to provide to client per project
- Track development of pages and supporting elements each week
- Be task-minded and complete projects by proposed deadlines

JOB TITLE: NETWORK CONSULTANT

Minimum/General Experience: 5 Years job-related.

Functional Responsibility: Network Consultants provide sound advice for present and future needs of a company regarding their servers, backup solutions, network equipment, PCs, and additional hardware and software. Consultant should be able to provide several options to each situation to give customers different options.

Minimum Education: Bachelor's Degree or Equivalent Experience

JOB TITLE: PC TECHNICIAN

Minimum/General Experience: 2- 3 Years job-related preferred.

Functional Responsibility: Technicians are responsible for installing and diagnosing hardware and software issues. They should be able to determine hardware or software issue using beep codes, event logs, and other means. Technician should be able to install, repair, and fix current operating systems, printers, and install drivers for additional hardware such as:

- Monitors
- Scanners
- Other hardware devices.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: PROJECT MANAGER

Minimum/General Experience: 6 months to 1 year of customer service experience, experience with Microsoft Office.

Functional Responsibility: The Project Manager is responsible for the development and monitoring of client projects. This position is the primary contact for clients from the time the small project is received from the client until completion, coordinating all internal CivicPlus resources to ensure small client projects are completed on time. The Project Manager also owns the "client experience" throughout.

- Creates and executes project work plans and revises as appropriate to meet changing needs and requirements.
- Reviews deliverables prepared by team before passing to client.
- Facilitates team and client meetings effectively.
- Resolves and/or escalates issues in a timely fashion.
- Understands how to communicate difficult/sensitive information tactfully.
- Suggests areas for improvement in internal processes along with possible solutions.
- Ensures timely and accurate invoicing
- Understands our pricing model and billing procedures.
- Inspires coworkers to attain goals and pursue excellence.
- Sets and manages client expectations.
- Develops lasting relationships with client personnel that foster client ties.
- Communicates effectively with clients to identify needs and evaluate alternative business solutions.
- Continually seeks opportunities to increase customer satisfaction and deepen client relationships.
- Builds a knowledge base of each client's business, organization and objectives.

JOB TITLE: SERVER AND NETWORK TECHNICIAN

Minimum/General Experience: 3 – 5 Years job related.

Functional Responsibility: Must be able to do all the functions of a PC technician plus: Troubleshoot and configure servers, network equipment such as switches, routers, tape drives. Ability to install and configure Server operating systems, active directory, and backup software (Veritas, Symantec BackupExec, or ArcServe). Ability to use the 7 layer OSI model to diagnose and fix network issues such as lost packets, filtering, and segmenting.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: TRAINER

Minimum/General Experience: Strong communication skills, 2+ years of training and/or educational experience, familiarity with local government entities and knowledge of their practices.

Functional Responsibility: Train new and current clients through on-site visits, phone, and various media including webinars, as well as direct contact/communication with various clients and departments

- Manage a travel schedule for him/herself
- Update and manage client training schedules with the cooperation of the Project Management Team, Manager of Training and Consulting, and the Director of Operations. This includes:
 - Client phone and on-site training and consulting assignments
 - Training staff meetings
 - Internal staff trainings

- Update the training team with regards to methods, website “best practices”, and issues with the current system.
- Attend in house staff meetings as assigned
- Stay informed with current issues and difficulties with software as well as announcements for new functionality.
- Other duties as assigned

JOB TITLE: WIRELESS NETWORK TECHNICIAN

Minimum/General Experience: 2 – 3 Years job-related

Functional Responsibility: Technician shall perform all duties of PC and Server and Network Technicians as well as install wireless components such as access points and routers, know the difference between frequencies and best suited antennas, and configure, filter, and troubleshoot wireless network.

- Knows how to filter according to MAC, IP address scheme, or proxy
- Knows how to place wireless equipment to get best service.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: WRITER

Minimum/General Experience: 5-10 years business experience in any of the following: public relations, marketing or advertising, excellent written and verbal communication skills, excellent customer service skills, good organization and time management skills, advanced understanding of punctuation, grammar and organization, background in AP-style writing, engaging, high energy person with proven leadership ability and sharp business acumen, knowledge of basic html, knowledge of social media; interactive media, attention to detail, ability to write and develop many types of content and copy in a very fast-paced environment, proficient in Microsoft Office Suite.

Functional Responsibility: This position is responsible for maintaining CivicPlus’ reputational equity among the media, prospects, clients and employees through various public relations and corporate communications efforts.

- Write interesting and effective press releases, prepare information for media kits
- Develop and maintain company internet or intranet web pages.
- Develop and maintain the company's corporate image and identity, which includes the use of logos and signage.
- Draft speeches for company executives, and arrange interviews and other forms of contact for CivicPlus subject matter experts.
- Work with clients on developing testimonials and case studies for publication; ability to write case studies, articles and newsletters for internal and external use.

Minimum Education: B.S. or B.A. in Public Relations, Marketing, Journalism, Communications, Business or related field

JOB TITLE: GRAPHIC DESIGNER

Minimum/General Experience: Experience with Adobe Photoshop, Adobe Illustrator, and Adobe InDesign.

Functional Responsibility: The graphic designer is responsible for the revision process on client designs, prepping web designs for programming, additional graphics needed for clients and in-house departments.

- Collaborate with lead design on the execution of revisions and prepping .psd files.
- Consistent quality production of graphic material
- Creative application of elements while maintaining the style set by lead design
- Completion of projects on deadline
- Innovative ideas for new product development
- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate
- Observing, receiving, and otherwise obtaining information from all relevant sources.
- Developing constructive and cooperative working relationships with others and maintaining them over time.

Minimum Education: Bachelor of Art degree

JOB TITLE: PROGRAMMER

Minimum/General Experience: 1 year experience in each of ASP or ASP.NET, SQL, HTML, CSS, and JavaScript.

Functional Responsibility: Develop and maintain high levels of code, including add new functionality to enhance the performance and features of software, replicate and root cause of bugs within the system including code problems, browser compatibility, standards issues, and user created content problems, research and development of new technologies that can enhance the performance, extend the capabilities, or ease the maintenance of software and define functional and technical requirements for new projects and changes to the current system.

- Technical consulting
 - Design consulting to gear site designs towards web standards, performance, and general usability
 - Internal training for new functionality
 - Internal support for how the software works
 - Setup new servers
 - Setup new sites including the setup on the servers and the layout template for individual sites
 - Performance monitoring of servers and sites
- **Minimum Education:** Bachelor's Degree in a Programming related field, or a combination of required knowledge and experience

JOB TITLE: WEBSITE CONSULTANT

Minimum/General Experience: 5+ years in customer service-oriented field.

Functional Responsibility: Provide business-sound direction and guidance to customers in Website navigation architecture and engineering, Website design: color choices, prominent elements, and supporting elements, Section 508/ADA compliance, Website readability and usability, Content development, and identifying items for featured use

Direct and lead company staff in the following areas:

- Website design
- Navigation development
- Content development
- Section 508/ADA compliance
- Software/module enhancements and upgrades
- Assist in shaping company business model
- Analyze internal procedures

- Reengineer processes for the web
- Determine and prioritize desired new features for software or modules

Minimum Education: Bachelor's Degree in Related Field or equivalent experience

2. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000: Special Item Number 54151S
3. The minimum dollar value of orders to be issued is \$ **100**.
4. The Geographic Scope of Contract will be domestic and overseas delivery.
5. Point(s) of production (city, county, and State or foreign country): N/A
6. Listed prices are discounted 7% from listed pricing. Prices shown on attached price list are net prices with discount included
7. Quantity discounts. Additional 2% discount for orders over \$200,000.
8. Prompt payment terms: 0%
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards are accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin): None
- 11a. Time of delivery: As agreed to be Ordering Agency
- 11b. Expedited Delivery: Contact Contractor representative for availability of expedited delivery.
- 11c. Overnight and 2-day delivery. Overnight and 2-day delivery are not available.
- 11d. Urgent Requirements. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
12. F.O.B. point(s): N/A
- 13a. Ordering address(es): N/A
- 13b. Ordering procedures: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
 - a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
 - b. FAR 8.405-2 Ordering procedures for services requiring a statement of work..

14. Payment address: CivicPlus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502.
15. Warranty provision: For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - Time of delivery/installation quotations for individual orders;
 - Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
 - The above is not intended to encompass items not currently covered by the GSA Schedule contract.
16. Export packing charges: N/A
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): N/A
18. Terms and conditions of rental, maintenance, and repair (if applicable): N/A
19. Terms and conditions of installation (if applicable): N/A
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A
- 20a. Terms and conditions for any other services (if applicable): N/A
21. List of service and distribution points (if applicable): N/A
22. List of participating dealers (if applicable): N/A
23. Preventive maintenance (if applicable).
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services can be found at www.civicplus.com. The EIT standards can be found at: www.Section508.gov/.
25. Data Universal Number System (DUNS) number: 883003113
26. Notification regarding registration in System for Award Management (SAM) database: CivicPlus, LLC is registered in the sam.gov database. We will keep our registration current as per the contract requirements.

e's how you know

re's how you know

ial websites use .gov
v website belongs to an official government organization in the United States.

re .gov websites use HTTPS



k () or https:// means you've safely connected to the .gov website. Share sensitive information only on official, secure websites.

ontracts Online

few Contract Clauses

[View/Print all clauses for this contract](#)

ontractor: CIVICPLUS, LLC
ontract #: GS-35F-0124U
Schedule #: MAS
Solicitation #: 47QSM20R0001
Refresh #: 24

Clause Number	Clause Title	Exceptions
52.202-1	DEFINITIONS (JUN 2020)	
52.203-3	GRATUITIES (APR 1984)	
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I - NOV 2021)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)	
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)	
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)	
52.204-2	SECURITY REQUIREMENTS (MAR 2021)	
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)	
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)	
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)	
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)	
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)	
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)	
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	
52.204-20	PREDECESSOR OF OFFEROR (AUG 2020)	
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)	
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)	
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)	
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)	
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)	
52.204-29	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - REPRESENTATION AND DISCLOSURES (DEC 2023)	
52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION (DEC 2023) (ALT I DEC 2023)	
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (NOV 2015)	
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)	
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2010)	
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2016)	
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	
52.209-12	CERTIFICATION REGARDING TAX MATTERS (OCT 2020)	
52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)	
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024)	
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2024)	
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	
52.215-6	PLACE OF PERFORMANCE (OCT 1997)	
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021) (ALTERNATE IV - OCT 2010)	
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010)	
52.216-1	TYPE OF CONTRACT (APR 1984)	
52.216-18	ORDERING (AUG 2020)	
52.216-19	ORDER LIMITATIONS (OCT 1985)	
52.216-22	INDEFINITE QUANTITY (OCT 1995)	
52.216-32	TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019) Alternate I	
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)	
52.219-3	NOTICE OF HIRING/DEHIRING FOR SMALL BUSINESS (NOV 2021)	

52.219-9	SMALL BUSINESS REPRESENTATION PLAN (SEP 2021) (ALT 1) NOV 2019
52.219-13	NOTICE OF SET-ASIDE FOR OTHERS (MAR 2020)
52.219-14	LIMITATIONS ON SUBCONTRACTING (OCT 2022)
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (SEP 2021)
52.219-27	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (FEB 2024)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2024)
52.219-29	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022)
52.219-30	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (OCT 2022)
52.219-33	NORMAN CONTRACTOR RULE (SEP 2021)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-19	CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2024)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (SEP 2014)
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40	NOTIFICATION OF EMPLOYER RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2014)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT - REQUIREMENTS (MAY 2014)
52.222-52	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - CERTIFICATIONS (MAY 2014)
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS (MAY 2014)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2021)
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)
52.223-1	BIOBASED PRODUCT CERTIFICATION (MAY 2024)
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (ALTERNATE 1 - JUL 1995)
52.223-4	RECOVERED MATERIAL CERTIFICATION (MAY 2006)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)
52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2006)
52.223-10	WASTE REDUCTION PROGRAM (MAY 2024)
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1994)
52.224-2	PRIVACY ACT (APR 1994)
52.224-3	PRIVACY TRAINING (JAN 2017)
52.225-5	TRADE AGREEMENTS (NOV 2023)
52.225-6	TRADE AGREEMENTS CERTIFICATE (FEB 2021)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.225-18	PLACE OF MANUFACTURE (AUG 2019)
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAY 2020)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN - REPRESENTATION AND CERTIFICATIONS (JUN 2020)
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-1	STATE AND LOCAL TAXES (APR 1994)
52.232-17	INTEREST (MAY 2014) (DEVIATION 1 - MAY 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014)
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.233-1	DISPUTES (MAY 2014)
52.233-2	SERVICE OF PROTEST (SEP 2006)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-1	SITE VISIT (APR 1994)

52.242-10	IMPORTATION OF UNREFINED PETROLEUM (JUL 2012)
52.242-11	PRIVACY OR SECURITY SAFEGUARDS (AUG 1994)
52.242-12	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT COVERED FOREIGN ENTITIES (NOV 2024)
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-15	STOP-WORK ORDER (AUG 1999)
52.245-1	GOVERNMENT PROPERTY (SEP 2021)
52.245-9	USE AND CHARGES (APR 2012)
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)
52.247-35	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021)
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)
52.247-68	REPORT OF SHIPMENT (KEPSHIP) (FEB 2006)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)
552.211-73	MARKING (FEB 1994)
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)
552.212-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (ALTERNATE I NOV 2021) (DEVIATION FAR 52.212-4) (JAN 2023)
552.212-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (JAN 2023)
552.212-71	CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2021)
552.212-72	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2021)
552.216-70	ECONOMIC PRICE ADJUSTMENT - FFS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (DEVIATION II 7 JUL 2016)
552.216-70	ECONOMIC PRICE ADJUSTMENT - FFS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999)
552.217-71	NOTICE REGARDING OPTION(S) (NOV 1992)
552.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE R&D PARTICIPANTS (MAY 2021) (DEVIATION FAR 52.219-18)
552.219-74	SECTION (A) DIRECT AWARD (SEP 1999)
552.223-70	HAZARDOUS SUBSTANCES (MAY 1989)
552.223-71	NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)
552.223-73	PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)
552.228-5	GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1986)
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)
552.238-70	COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS
552.238-71	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAY 2019)
552.238-72	INFORMATION COLLECTION REQUIREMENTS (MAY 2019)
552.238-73	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)
552.238-74	INTRODUCTION OF NEW SUPPLIES-SERVICES (DNSS) (MAY 2023)
552.238-75	EVALUATION-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEDERAL SUPPLY SCHEDULE) (JAN 2022)
552.238-76	USE OF NON-GOVERNMENT EMPLOYEES TO REVIEW OFFERS (MAY 2019)
552.238-77	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2010)
552.238-78	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)
552.238-79	CANCELLATION (MAY 2019)
552.238-80	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020)
552.238-80	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020) ALTERNATE I (MAY 2024) (DEVIATION)
552.238-81	PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)
552.238-81	PRICE REDUCTIONS (MAY 2019)
552.238-82	MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE II MAY 2019)
552.238-82	MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE I - MAR 2020)
552.238-83	EXAMINATION OF RECORDS BY GSA (MAY 2019)
552.238-84	DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)
552.238-85	CONTRACTORS BILLING RESPONSIBILITIES (MAY 2019)
552.238-86	DELIVERY SCHEDULE (MAY 2019)
552.238-87	DELIVERY PRICES (MAY 2019)
552.239-88	GSA ADVANTAGE!! (JUL 2024)
552.238-89	DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)
552.238-90	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)
552.238-91	MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)
552.238-92	VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)
552.238-93	ORDER ACKNOWLEDGMENT (MAY 2019)
552.238-94	ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

552.238-97	PARTS AND SERVICE (MAY 2019)
552.238-98	CLAUSES FOR OVERSEAS COVER AGE (MAY 2019)
552.238-99	DELIVERY PRICES (OVERSEAS (MAY 2019)
552.238-100	TRANSHIPMENTS (MAY 2019)
552.238-101	FOREIGN TAXES AND DUTIES (MAY 2019)
552.238-102	ENGLISH LANGUAGE AND U.S. DUTY REQUIREMENTS (MAY 2019)
552.238-103	ELECTRONIC COMMERCE (MAY 2019)
552.238-104	DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)
552.238-105	DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAR 2024)
552.238-106	INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)
552.238-107	TRAFFIC RELEASE (SUPPLIES) (MAY 2019)
552.238-111	ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)
552.238-112	DEFINITIONS - FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)
552.238-113	AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)
552.238-114	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAR 2024)
552.238-115	SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (APR 2022)
552.238-116	OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)
552.238-117	PRICE ADJUSTMENT - FAILURE TO PROVIDE ACCURATE INFORMATION (OCT 2023)
552.238-118	SINGLE - USE PLASTIC (SUP) FREE PACKAGING IDENTIFICATION (JUL 2024)
552.238-119	SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)
552.240-78	INSPECTION AT DESTINATION (JUL 2009)
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2021) (DEVIATION FAR 52.252-5)
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)
A-FSS-11	CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2022)
C-FSS-370	CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)
CP-FSS-2	SIGNIFICANT CHANGES (OCT 1998)
G-FSS-900-C	CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)
I-FSS-4v	CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)
I-FSS-106	GUARANTEED MINIMUM (DEC 2022)
I-FSS-600	CONTRACT PRICE LISTS (DEC 2022)
I-FSS-639	CONTRACT SALES CRITERIA (SEP 2023)
I-FSS-644	PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)
I-FSS-969	ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE (OCT 2014)
I-FSS-969	ECONOMIC PRICE ADJUSTMENT - FSS MULTIPLE AWARD SCHEDULE (OCT 2014) (ALTERNATE II - JUL 2016)
I-FSS-973	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (DEC 2022)
K-FSS-1	AUTHORIZED NEGOTIATORS (DEC 2022)
L-FSS-101	FINAL PROPOSAL REVISION (JUN 2002)
SCP-FSS-001	INSTRUCTIONS APPLICABLE TO ALL OFFERORS (JAN 2025)
SCP-FSS-007	SPECIAL PROPOSAL INSTRUCTIONS FOR ORDER-LEVEL MATERIALS SPECIAL ITEM NUMBER (DEC 2019)

4

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CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Zephyrhills City, FL**GSA**

Engage		10/5/2024-10/4/2025
1 Annual H&S	\$	2,928.56
1 36 Month Ultimate Redesign	\$	-
1 ADFS	\$	934.64
1 Annual Training	\$	1,180.68
1 CivicMedia	\$	623.10
1 CivicSend	\$	3,068.52
1 Mobile App	\$	1,215.00
2 Standard DHP: Public Works, Community Redevelopment	\$	872.40
1 Standard DHP	\$	768.72
1 Standard DHP: Police	\$	746.40
1 SSL	\$	123.00
Total	\$	12,461.02
Accessibility		10/5/2024-10/4/2025
1 AudioEye	\$	4,179.18
Total	\$	4,179.18
Clerk		
1 Premium Annual	\$	9,343.43
1 Recurring Training	\$	975.72
Total	\$	10,319.15
Rec		10/5/2024-10/4/2025
1 CivicRec Annual	\$	4,961.25
1 Global Payments	\$	1,102.50
Total	\$	6,063.75
SCF		10/5/2024-10/4/2025
1 Request	\$	13,119.75
1 Connector for PubWorks	\$	6,887.87
1 Connector for EnerGov	\$	9,839.81
1 Connector for Cityworks AMS	\$	6,559.88
Total	\$	36,407.31
CivicReady		10/5/2024-10/4/2025
1 Communicator Unlimited SMS + Unlimited Emergency Voice	\$	6,180.00
Total	\$	6,180.00
ArchiveSocial		10/5/2024-10/4/2025
1 Economy Renewal	\$	4,397.40
Total	\$	4,397.40
Renewal Total	\$	80,007.81