



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, April 28, 2025
5:30 PM**

Immediately following CRA Meeting
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 Charles E. Proctor
Roll Call — City Clerk Ricardo Quiñones
Invocation — Jackie Boges, Senior Code Specialist
Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

- 1 Proclamation Hospital Week 2025
 1. 2025 Hospital Week - DRAFT
- 2 Homelessness Update
 1. Homelessness
- 3 CPH - Explanation of Extra Work for City Complex

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - April 14, 2025
 1. M04.14.2025 CCM - DRAFT.1
- 1.2 Jacob's Scope & Fee - Construction Services Runway 01-19
 1. CWA08-ZPH-RW 1-19 CA Services-041725
- 1.3 Jacob's Scope & Fee - Construction Services Taxiway F
 1. CWA09-ZPH-TW F CA Services-041725
- 1.4 Approval of the Final Change Order #4 to FDC for the WWTP Advanced Wastewater Treatment (AWT) upgrades
 1. Final Change Order and Backup Docs 4-25
 2. Final Pay App 23 4-25
- 1.5 Approval of Gilliam Construction LLC **Agreement 25-25-05** - 6th Avenue Stormwater Improvements
 1. Agreement 25-25-05 - 6th Ave Stormwater - Gilliam Construction Contr(33134077.1)
 2. Exhibit A - Agreement 25-25-05(33132490.1)
 3. Exhibit B - Agreement 25-25-05(33134030.1)
- 1.6 Approval of Utility **Agreement 45-25-09** for 3825 Fir Ave Zephyrhills FL 33542
 1. 45-25-09 Utility Agreement for 3825 Fir Ave Zephyrhills FL 33542

2. BUSINESS ITEMS

- 2.1 COMP PLAN Update - Transportation Element
 Second Reading **Ordinance 1497-24. "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA (THE "CITY"), RELATING TO THE COMPREHENSIVE PLAN (THE "PLAN") IN ACCORDANCE WITH CHAPTER 163, PART II, FLORIDA STATUTES; REPEALING AND REPLACING THE PLAN'S TRANSPORTATION ELEMENT; PROVIDING AUTHORITY; PROVIDING PURPOSE AND INTENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO CERTAIN ELEMENTS OF THE COMPREHENSIVE PLAN; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING OR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1497-24 on the Second Reading
 1. Transmittal for Ord-1497-24.
- 2.2 Airport Rates and Fees
RESOLUTION 850-25 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE SCHEDULE OF FEES FOR THE RENTAL OF HANGARS AND OTHER FEES CONNECTED TO AVIATION AND NON-AVIATION SERVICES AT THE ZEPHYRHILLS MUNICIPAL AIRPORT. "
 1. Resolution 850-25 - Airport Hanger Rental and Other Fees(33130106.1)
- 2.3 Municipal Association of Pasco (MAP) Meeting May 01, 2025 - Saint Leo
RESOLUTION NO. 851-25 - " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY

COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "

1. Resolution 851-25 Participation in 05-01-2025 MAP Meeting

3. Utility Director's Report

- 3.1 Approval of Change Order #1, South 301 Water and Sewer Project

1. 2025.04.17_PE_US 301 W&WW_CO 01_WM Enhancements & Site Modifications-1

4. FINANCE DIRECTOR'S REPORT

- 4.1 Budget Adjustment and Agreement 37-24-14 - Carlisle Thompson, LLC - FEMA Public Assistance Grant Management Support Services

1. Purchase Order - 20250285
2. Agreement to Piggyback - Carlisle Thompson_ LLC - FEMA Reimbursement Consultant(31687151.1)

5. CITY MANAGER'S REPORT

- 5.1 ZEDC Quarterly Update

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

6. NOTED ITEMS

- 6.1 March 2025 Quarterly Investment Report
1. March 2025 Quarterly Investment Report

ADJOURN

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



PROCLAMATION

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

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

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

WHEREAS, U.S. News & World Report, the global authority in hospital rankings and consumer advice, has named AdventHealth Zephyrhills as a 2025 High Performing hospital in seven (7) specialties, including Heart Attack, Maternity Care, Diabetes and Heart Failure.

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

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida do hereby proclaim the week of May 11-17, 2025, as Hospital Week in Zephyrhills and ask all residents to join us in honoring the healthcare heroes who care for our community every day.

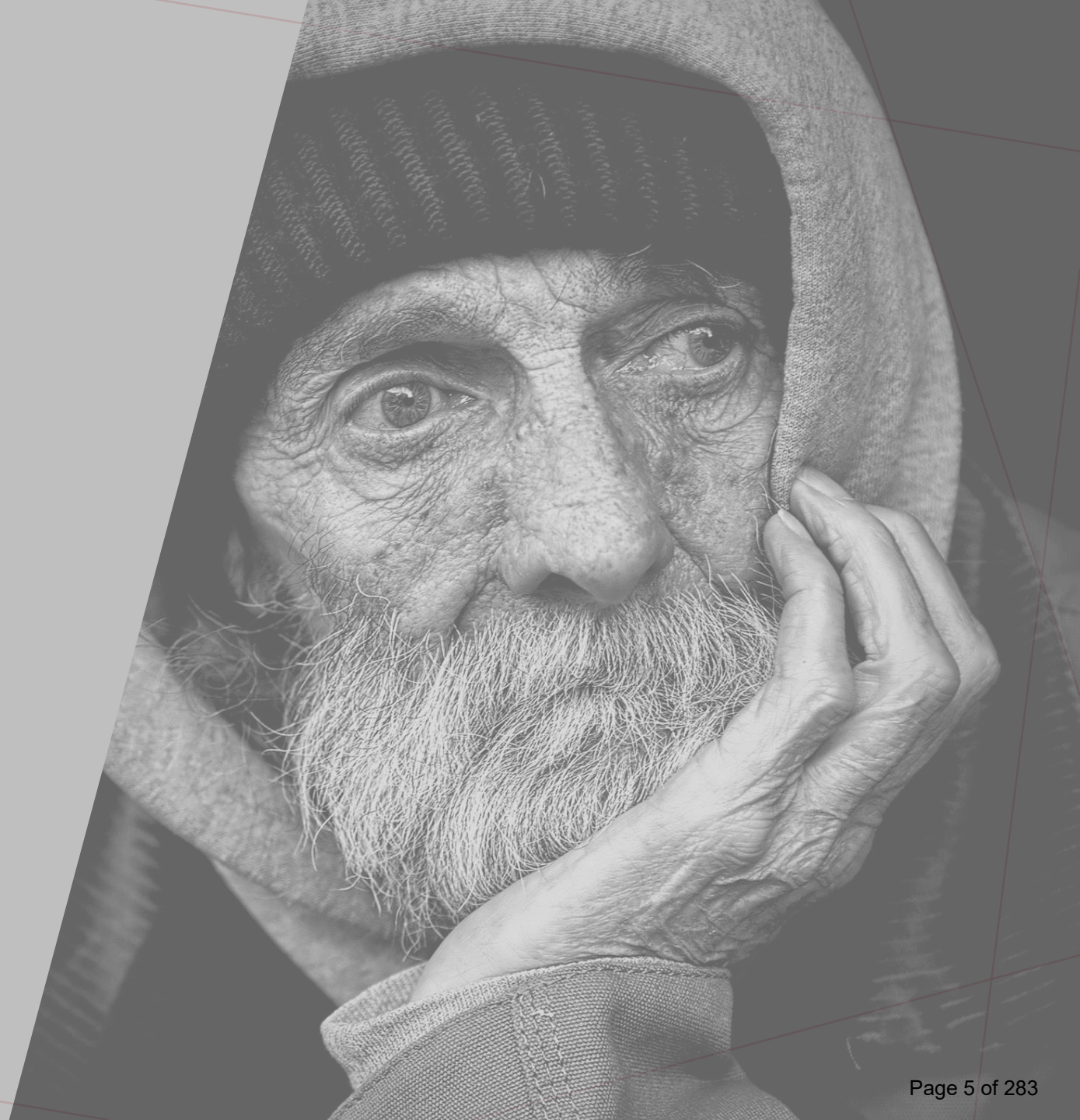
IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 12th day of May, 2025.

CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones, City Clerk

HOMELESSNESS



*ZPD &
CHIPZ*

Hope &
Intervention:
Building Pathways
Out of
Homelessness



INTRODUCTION TO HOMELESSNESS

- HOMELESSNESS IS A COMPLEX ISSUE THAT NECESSITATES A MULTIFACETED RESPONSE.
- LAW ENFORCEMENT PLAYS A CRUCIAL ROLE IN ADDRESSING HOMELESSNESS WITH COMPASSION AND EFFECTIVENESS.
- BALANCING PUBLIC SAFETY WITH THE RIGHTS OF HOMELESS INDIVIDUALS IS CRUCIAL.



KEY FACTS ON HOMELESSNESS

Global Homelessness: An estimated **150 million people** worldwide experience homelessness. However, over **1.6 billion** people lack adequate housing.

U.S. Homelessness: As of 2023, over **580,000 people** experience homelessness on a given night in the U.S.

Families & Children: About **30% of the homeless population** in the U.S. consists of families with children.

Veterans: Approximately **33,000 veterans** are homeless on any given night in the U.S.

Homelessness and Health: Homeless individuals are more likely to suffer from chronic illnesses, malnutrition, and mental health conditions.



Challenges Faced by Law Enforcement

- ❖ Lack of Resources
- ❖ Distinguishing Between Crime and Survival Behavior
- ❖ Balancing Enforcement with Humanitarian Assistance
- ❖ Building Trust with the Homeless Community



POLICING HOMELESS

Effective Intervention Strategies

- ✓Community Policing
- ✓Crisis Intervention
- ✓Partnerships with Resources
- ✓Outreach and Engagement

Best Practices

- ✓Training in Trauma-informed Care
- ✓Establish Homeless Outreach Units
- ✓Collaborating with Mental Health Professionals
- ✓Creating Alternatives to Arrest

COMMUNITY RESPONSE TEAM



- Unit was established in 2023 utilizing one officer to handle issues associated with homelessness
- CRT is now a three-officer unit assuming multiple responsibilities, such as:
 - **Homelessness Outreach**/Coordination with CHIPZ and Other Social Services
 - Risk Protection Order (RPO) Follow-up and Threat Assessments
 - CPTED review and follow-up
 - **Mental Health and Substance Abuse Treatment Referrals** (to include transport) and Follow-up
 - **Community Engagement** and Town Hall Events
 - **Directed Enforcement** of Traffic Infractions, Ordinance Violations, and Applicable State Statutes

ZPD HOMELESS LIAISON STATISTICS

Statistics **do not** include:

- ❖ Time spent developing relationships with homeless individuals to build trust and rapport.
- ❖ Time spent coordinating resources and referrals.
- ❖ Time spent on investigations related to the homeless population.

Data Category	Amount
Total Service Calls	218
Individual Contacts for Service Referrals	177
Placement in Long-Term Treatment Facility	12
Involuntary Examinations	15

Data Category	Amount
Arrests	22
City Ordinance Warnings/Citations	79
Locations of Disbanded Camps/Abandoned Houses	33
Number of Occupants in Camps/Abandoned Houses	197

COMMUNITY HOPE AND INTERVENTION PROJECT OF ZEPHYRHILLS

PREVENTION PROGRAMS HELP REDUCE SOCIAL INSTABILITY BY PROVIDING
SUPPORT BEFORE PROBLEMS ESCALATE.





- A community-driven nonprofit prepared to meet crucial needs in Zephyrhills and neighboring areas was incorporated in 2023.
- What we do:
 - We offer phone, virtual, and in-person consultations.
 - Dedicated to helping residents explore the best solutions based on their unique situations.
 - Assisting in connecting individuals to substance abuse and mental health treatment providers or helping with emergency access to shelter.
 - We aim to prevent homelessness by providing financial support when funding is available.
 - We work to facilitate family reunification and empower individuals to make healthier choices for a better future.
 - As a Pasco County Homeless Coalition Continuum of Care (CoC) member, we use their Management Information System to track community assistance history (when applicable) and connect individuals to additional resources.

BOARD OF DIRECTORS



Derek Brewer
Chair
Co-founder



Beth Aker
Treasurer
Co-founder



Nathan Brewer
Board Member At-
Large



Don Anderson
Vice Chair



Becky Finley
Secretary

CHIPZ COORDINATOR

KATHY MACKENZIE

- Over 20 years of experience in social work.
- Kathy is known for her compassionate and dedicated professionalism, patient listening skills, and strong sense of empathy.
- Her extreme commitment to clients has made her a trusted advocate within the community.
- Kathy is resourceful and able to build lasting relationships with local organizations, allowing her to effectively connect individuals and families to the resources and support they need.

Community Hope & Intervention Project of Zephyrhills

CHIPZ FINANCIAL DETAILS

❖ CHIPZ Funded (\$3,953.08)

❖ Challenge Grant Funding
(\$19,075.55)

Funding Category	Amount
Health Care	\$250.00
Hotel/Motel Vouchers	\$1,136.28
Rental Assistance	\$19,075.55
Transportation	\$313.96
Utilities	\$2,252.84
Total	\$23,028.63

CHIPZ CALL ACTIVITY DETAILS

❖ Kathy is a part-time employee dedicating two full days and responds as needed.

Month/Year	Incoming Calls	Outgoing Calls
November 2024	95	118
December 2024	104	163
January 2025	136	204
February 2025	80	111
March 2025	88	109

CHIPZ FUNDING CLIENT DEMOGRAPHICS

- ❖ Numbers are based on individuals who qualified for Financial Assistance
- ❖ 93% of funded clients reported no substance or alcohol abuse
- ❖ Only 16% of funded clients reported mental health conditions
- ❖ Numbers do not include individuals who received resource referrals.

Category	Total
Number of Clients that Received Financial Assistance	69
Percentage of Disabled Adults	42%
Percentage that Suffered From a Chronic Health Condition	26%
Percentage that Were Not Chronically Homeless	88%
Household Income of \$40k or Less	99%
Gender	53 Females and 16 Males

WE ENVISION...

A centralized, accessible hub designed to serve as the primary clearinghouse and connection point for individuals who are struggling with poverty and homelessness, as well as commonly associated issues such as mental illness and substance abuse.

Our objective is to simplify the process of providing, locating, delivering, and coordinating necessary services such as:

- ❖ Emergency Shelter and Transitional Housing Programs
- ❖ Mental Health and Crisis Intervention Services
- ❖ Substance Abuse and Rehabilitation Resources
- ❖ Legal Aid, Financial Assistance, and Social Services
- ❖ Employment Training, Job Placement, and Financial Literacy Programs



Service Gaps

- Scarce Bed and Shelter Space
- Inconvenient Locations for Available Services
- Transportation
- Employment Training, Job Placement, and Financial Literacy



THANK YOU

MAYOR 3

CPH - Explanation of Extra Work for City Complex

Issue:

Council would like to discuss why the proposed construction costs of the City Yard are much higher than the original budget with CPH and AD Morgan. Both CPH and AD Morgan will be present at the meeting to discuss the projected costs, reasons for the increased pricing, and possible solutions to lower the overall cost.

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

City Council Meeting
April 28, 2025

Information Only

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - April 14, 2025

Issue:

The City of Zephyrhills City Council held a regular meeting on April 14, 2025.

Background:

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

Attachment(s):

1. M04.14.2025 CCM - DRAFT.1

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

Regular City Council Meeting

A Regular City Council Meeting was held on April 14, 2025 at 5:30 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 5:30 PM

Roll call was taken. Present were members Lance Smith, Ken Burgess, Charlie Proctor, Jodi Wilkeson, Steve Spina and Mayor Melonie Monson. City Manager William Poe was also present. City Attorney Matthew Maggard arrived at 6:08 PM.

Staff present: Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, IT Director Mike Panak, Airport Manager Nathan Coleman, Finance Director Ted Beason, Building Official Calvin Switzer, Water Superintendent CJ Funnell, Water Treatment Plant Operator "A" Eric Martin, Public Information Officer Intern Sophia Reyes and City Clerk Ricardo Quinones. Utilities Director John Bostic III attended virtually.

The Invocation was led by Sam Abrahani

The Pledge of Allegiance followed.

MAYOR

- 1 Administer the Oath of Office for:

Mayor Melonie Bahr Monson administered 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

Lance Smith motioned to nominate Charles Proctor as Council President. Seconded by Steve Spina. Motion Passed, 5-0.

-Council Vice President

Jodi Wilkeson asked City Manager Poe for the next seat in rotation for Council Vice President. Mr. Poe answered that Steven Spina was next.

Jodi Wilkeson motioned to nominate Steven Spina as Council Vice President. Seconded by Ken Burgess. Motion Passed, 5-0.

- 3 Councilmember Liaison Appointments

Current Councilmember Liaison Appointments; Ridge League of Cities - Charles Proctor, Chamber of Commerce - Mayor Monson, Main Street Zephyrhills - Jodi Wilkeson, Metropolitan Planning Organization (MPO) - Lance Smith, Metropolitan Planning Organization (MPO) Alternate - Steven Spina and Tourist Development Council (TDC) - Kenneth Burgess.

Kenneth Burgess motioned to keep existing Council appointments. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

- 4 Proclamation - Temple Terrace Centennial

A proclamation recognizing the City of Temple Terrace's centennial anniversary was acknowledged. It will be delivered to their Mayor by Council Vice President Spina.

Councilwoman Wilkeson noted that in 2026 the United States of America will celebrate its 250th Anniversary and that the Daughters of the American Revolution are assembling a committee to honor that.

CITIZEN COMMENTS

Kendal Defford - 5714 18th Street - Mr. Defford spoke on clothing donation trailers and requested a review of the ordinance for nonprofits placing temporary donation structures. Council discussed the past challenges and agreed to maintain the current ordinance but requested a copy be distributed for review.

Rod Neal - 7422 16th Street Zephyrhills - Mr. Neal requested information on easement requirements for potential traffic barrier placement. City staff will follow up with engineering details.

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - March 31, 2025
- 1.2 Approval of Agreement 25-25-03 - Taxiway F

- 1.3 Approval of Agreement 25-25-04 - Runway I-19
- 1.4 45-25-06 Utility Agreement for 5530 Bell Street Zephyrhills FL 33542
- 1.5 45-25-07 Utility Agreement for 39216 1 Ith Ave Zephyrhills FL 33542
- 1.6 45-25-08 Utility Agreement for 39325 Redhill Drive , Zephyrhills FL 33542

Council discussed item regarding utility agreement for 5530 Bell Street due to ownership by a corporation.

Jodi Wilkeson motioned to approve items on the consent agenda. Seconded by Kenneth Burgess. Motion Passed, 5-0.

2. BUSINESS ITEMS

2.1 Community Development Block Grant Public Hearing I. Agenda for CDBG 1st Public Hearing

Dave Fox of Fred Fox Enterprises led the presentation. Mr. Fox reviewed CDBG categories: Housing, Commercial Revitalization, Neighborhood Revitalization, and Economic Development.

*****City Attorney Matthew Maggard arrived at 6:08PM*****

Council President opened for public comments

Erica Freeman - 37519 8th Avenue, Zephyrhills, FL 33542 - spoke from the floor.

Ms. Freeman suggested the City use the grant to improve Zephyr Park and rebuild Alice Hall into the amazing community center that it should be.

Rod Neal - 7422 16th Street Zephyrhills , FL 33542 - spoke from the floor.

Mr. Neal shared he felt that Zephyr Park is a jewel in the crown of Zephyrhills and any time we can get public funds to make it better is great.

CRA Director Gail Hamilton shared that staff recommended Zephyr Park improvements at the Citizens Advisory Task Force meeting.

Council President closed the public hearing.

Council discussed maximizing funds and project flexibility.

Steve Spina motioned to apply under the Neighborhood Revitalization category for Zephyr Park improvements, based on recommendations from the Citizens Advisory Task Force and public input. Seconded by Jodi Wilkeson. Motion Passed, 5-0.

2.2 Fair Housing Workshop

1. Agenda for CDBG Fair Housing Workshop

Dave Fox of Fred Fox Enterprises led an informational presentation on the Fair Housing Act and its implications. No council action is required.

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. "

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

Council President opened a public hearing. None spoke.

Council President closed the public hearing.

Planning Director Todd Vande Berg addressed concerns raised during the first reading regarding outdoor storage surfacing, exclusion in CRA zones, and lot coverage.

Adjustments were made to the ordinance.

Steve Spina motioned to approve Ordinance No. 1499-25 on the Second Reading. Seconded by Lance Smith. Motion Passed, 5-0.

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)(d)1.a., 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."

City Attorney Matthew Maggard read Resolution 848-25 by title.

City Manager William Poe explained the Senate allowed for an annual opt out of the 80—120% AMI tax exemption for 2026 based on surplus housing data.

Discussion followed, noting apartment buildings could not come back asking for a tax exemption.

Council President opened a public hearing. None spoke.

Council President closed the public hearing.

Jodi Wilkeson motioned to approve Resolution 848-25. Seconded by Kenneth Burgess.

Motion Passed, 5-0.

2.5 Award bid - 6th Avenue Stormwater Improvements

City Manager William Poe presented the need for improvements and steps to get the bid.

Steve Spina motioned to approve awarding the bid to Gilliam Construction, LLC. Seconded by Lance Smith. Motion Passed, 5-0. Opposed by None.

1. FINANCE DIRECTOR'S REPORT

1.1 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 '

City Manager William Poe read Resolution 849-25 by title. Mr. Poe noted a scrivener's error in the print to be corrected to reflect FY 2024—2025

Finance Director Ted Beason proposed adjustments to late fees, leak response truck roll fees, and other service charges.

Council President opened a public hearing. None spoke from the floor.

Council President closed the public hearing.

Lance Smith motioned to approve Resolution 849-25. Seconded by Steven Spina. Motion Passed, 5-0.

2. CITY MANAGER'S REPORT

2.1 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.

City Manager pulled this item due to the Sabora Latino event being postponed. The item will return at a future meeting.

2.2 CPH City Complex Extra Work Authorization

City Manager William Poe presented the Extra Work Authorization for CPH. Staff recommended approval of \$48,810 for redesign to a pre-engineered metal building for cost savings.

Council expressed serious concerns about rising project costs (from \$19M to \$27M), design quality, and lack of updates.

Mr. Poe noted that all other structures in the complex are designed metal buildings, the admin building would be the only block structure.

A consensus was reached to not move forward with the change and to request CPH provide an in person explanation of project costs and scope.

2.3 Supplemental Agreement No. 2 450716-1: South Ave Ext National Guard Entrance Road 1. 450716 1 South Ave Ext SFGA - supp 2

City Manager William Poe presented the supplemental agreement for the 6th Avenue extension to the National Guard entrance road, required for the new DMA facility. Due to increased construction costs, the Florida Department of Transportation (DOT) has contributed an additional \$935,000. This brings the total project amount to \$2,875,637, up from the original \$1.94 million. The project is now approximately \$17,000 short of full funding, but with \$220,000 in contingency, no out-of-pocket expenses are expected.

MAYOR ANNOUNCEMENTS

Mayor Monson recognized the successful visit and coverage by Channel 11 on Friday. She commended Public Information Officer Kevin Weiss for his excellent organization and Main Street Zephyrhills Director Antwon Gildon for coordinating visits to local businesses. The media team expressed appreciation for the city's hospitality, stating they had never felt so welcomed. Mayor Monson thanked everyone involved for showcasing the city so positively and effectively.

CITY MANAGER ANNOUNCEMENTS

City Manager Poe reminded Council the W50 tournament is underway at the Tennis Center, with play-in rounds beginning today and the main draw starting tomorrow.

The Re-Grand Opening will take place on Friday at 5:00 PM with a theme of "iconic and white. "

Bay News 9 featured Bauducco with an interview by Planning Director Todd Vande Berg.

Zephyrhills also received morning coverage from ABC, highlighting recent development and industry growth. Mr. Poe defended the City's incentive packages used to attract businesses like Bauducco, emphasizing the benefits of local job creation and reduced commute times for residents.

He noted that a third business, Tibbetts Truss Plant, will hold its groundbreaking on April 23 at 10:00 AM. Pasco County has received interest from suppliers looking to locate near Bauducco, indicating positive economic ripple effects. Mr. Poe reaffirmed the city's approach to using strategic incentives to promote local industrial growth.

CITY ATTORNEY ANNOUNCEMENTS – NONE

CITY COUNCIL COMMENTS

Lance Smith: Criticized the negativity on social media in response to a positive post he made about Bauducco. He expressed frustration that even supportive messages are met with criticism and called social media a "cesspool."

Jodi Wilkeson: Echoed concerns about social media negativity and highlighted the importance of following sunshine laws by avoiding discussion of city matters online. She supported the tax incentives for Bauducco, noting the long-term benefits of job creation and tax revenue growth, and clarified the structure of the abatement.

Kenneth Burgess: Commented that he does not use social media and encouraged concerned residents to get educated on city initiatives. He congratulated Councilman Proctor on his new role as Council President.

Steven Spina: Praised staff efforts in pursuing CDBG grant funding for park and economic development projects. Requested a public update on the Home Theater project from Main Street and recommended that the project be presented to the Historic Preservation Board. He also mentioned ongoing efforts to get FEMA assistance for residents affected by Hurricane Milton and noted Habitat for Humanity's new funding for home repairs.

Charles Proctor: Thanked Councilman Burgess for his service as Council President and acknowledged the challenges faced over the past year. Supported the idea of a public update on the Home Theater and confirmed plans to place it on the upcoming council agenda.

City Manager Poe reminded Council about the May 13th Pasco County HUD funding workshop at the Train Depot at 6:00 PM.

Steven Spina added that he has been working with a family to get help from FEMA but they are no longer responding.

Mayor Monson shared that Habitat for Humanity of East Pasco has funding to assist 20 families with home repairs, particularly those impacted by Hurricane Milton.

5. NOTED ITEMS

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

ADJOURN 7:18 PM

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

Jacob's Scope & Fee - Construction Services Runway 01-19

Issue:

Background:

Consultant work assignment No. 8. The project includes construction Phase Services for runway 01-19. The construction project is in conformance with FAA AC 150/5300-13A, located at the Zephyrhills Municipal Airport. Tasks include CA Services and full-time RPR required to coordinate with contractor and project closeout documents with owner and contractor. See Exhibit A Scope of work for complete details.

Attachment(s):

1. CWA08-ZPH-RW 1-19 CA Services-041725

Fiscal Impact:

Budgeted in FY 2025 FDOT 80-20 grant. \$193,439.12

Staff Recommendation:

Staff recommends City Council's consideration for approval of consultant work assignment No. 8

CONSULTANT WORK ASSIGNMENT

April 17, 2025

Mr. Nathan Coleman
Airport Manager
City of Zephyrhills
39450 South Avenue
Zephyrhills, FL 33542

Subject: **CONSULTANT WORK ASSIGNMENT No. 8**
 Runway 1-19 Rehabilitation - Amendment #1 – Construction Phase Services
 Zephyrhills Municipal Airport (ZPH)

Dear Nathan:

This letter serves as a CONSULTANT WORK ASSIGNMENT (CWA) between JACOBS ENGINEERING GROUP INC. ("JACOBS" or "CONSULTANT") and CITY OF ZEPHYRHILLS ("CITY") for the referenced project. All Terms and Conditions of the CONSULTANT AGREEMENT between the CITY and JACOBS, dated May 8, 2023, apply to this CWA.

Scope of Work: The project includes the construction phase services to support Runway 1-19 Rehabilitation, as shown in Figure No. 1 of Exhibit A, Scope of Work.

Payment: CONSULTANT shall be paid for this service in the amount of \$193,439.12, as described in Exhibit B, Fee Summary.

Schedule: The schedule is included in Exhibit A.

Notice-To-Proceed: The City will issue a notice-to-proceed once the CWA is approved by the City Council.

Sincerely,

JACOBS ENGINEERING GROUP INC.

APPROVED BY CITY OF ZEPHYRHILLS

Christopher Bowker, PE
Manager of Projects

Signature

Exhibits:

Printed Name

- A. Scope of Work
- B. Fee Proposal

Exhibit A – Scope of Work

Zephyrhills Municipal Airport

Runway 1-19 Rehabilitation - Amendment #1 – Construction Phase Services

The City of Zephyrhills intends to rehab Runway 1-19 at Zephyrhills Municipal Airport in Zephyrhills, Florida. Our team, led by Jacobs Engineering Group Inc., will provide construction phase services for this project:

- **Jacobs Engineering Group Inc.** will provide management and administration services and construction administration services for the airfield electrical portion of the project.
- **MDG, Inc.**, will provide construction administration services for the airfield civil portion of the project.
- **Tierra South Florida, Inc.** will provide materials testing services for the project.

The work at ZPH will consist of the following:

- Rehabilitate Runway 1-19 including the Runway width of 100' plus 25' shoulders on either side. This rehabilitation will extend from a point near Taxiway B3 to Runway 19 end.
- Groove the entire length of Runway 1-19.
- Install pavement markings.
- Perform minor shoulder grading and install sodding.
- Electrical improvements include replacing elevated Runway edge and end lights with flush-mounted lights.

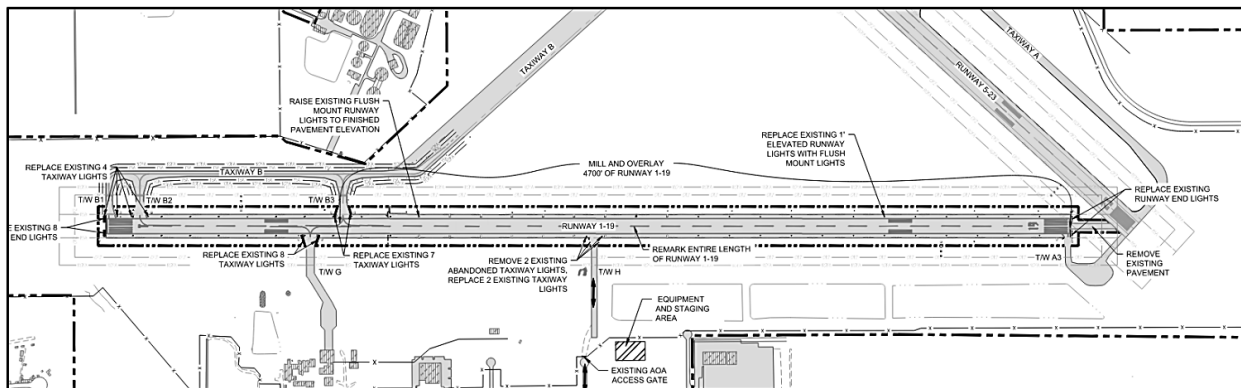


Figure No. 1: Project Layout

The Project duration is **196 calendar days including 30 calendar days of mobilization.**

Scopes of work and associated fee proposals for our team are included and attached, herein.

General Scope – Jacobs Engineering Group Inc.

1. Jacobs will provide the following project management and electrical Construction Administration services.

Assumptions/Design Parameters

1. The review of Contractor change orders shall be the responsibility of MDG.
2. Jacobs will perform construction administration services--the following terms will apply:
 - A. Jacobs will not bear any responsibility or liability for defects or deficiencies in the construction work or for the failure to so detect but will notify MDG of an observed defect or deficiencies in a timely manner. Jacobs shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
 - B. If Jacobs is called upon to review submittals from construction contractors, Jacobs shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Jacobs's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Jacobs's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. Jacobs's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Jacobs's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
 - C. Jacobs shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
 - D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by Jacobs.
3. Construction Phase Services are estimated to be **196 calendar days including 30 calendar days of mobilization**

Specific Scope

Specific tasks related to the above items are identified in each phase of the project as described below.

CONSTRUCTION PHASE SERVICES

1. Prepare for and attend Pre-Construction conference. This includes preparation of conformed documents.
2. Attend weekly construction meetings (15 weeks via MS Teams)
3. Review all shop drawings submitted by the contractor and all materials used in the construction of the project related to the electrical construction drawings
4. Respond to RFI's and prepared field sketches as necessary associated with the electrical construction drawings.
5. Attend site visits and generate Site Observation Report. Assume four (4) site visits for the duration of the project.
6. Review closeout documentation associated with the electrical construction drawings.
7. Attend one (1) Substantial and one (1) Final Completion Inspections.
8. Edit electronic drawing files to produce as-built drawings from marked drawings provided to Jacobs associated with the electrical construction drawings.
9. General management and oversight of all construction phase activities. This includes management of subconsultants, communications, invoicing, document control, and coordination with stakeholders.

Refer to Exhibit B for manhours and cost details.

Airport:

Zephyrhills Municipal Airport

Project:

Runway 1-19 Rehabilitation

EXHIBIT B - Construction Phase Services**FEE SUMMARY**

	Fee
Construction Phase Services	\$34,264.12
Subconsultant - MDG, Inc. (Incl. Full-Time RPR)	\$134,900.00
Subconsultant - Tierra South Florida, Inc.	\$24,275.00
Total Services Fee	\$193,439.12

Airport:

Zephyrhills Municipal Airport

Project:

Runway 1-19 Rehabilitation
EXHIBIT B - Construction Phase Services

Construction Phase Services

	WORK ITEM	Proj. Director	Sr. Proj. Manager	Sr. Airfield Elec. Engineer	Project Engineer	Sr. CADD Tech	Admin. Assistant	TOTAL
1	Prepare for and Attend Precon. Meeting--incl. Conformed Documents			8		16		24
2	Attend Weekly Construction Meetings - 15 weeks via Teams				15			15
3	Review Shop Drawings			4	16		4	24
4	Respond to RFI's			4	16	8		28
5	Attend four (4) site visits and generate reports		16		48			64
6	Review Closeout Documentation				2			2
7	Attend Substantial and Final Completion Inspections			16				16
8	As-Built Drawings				4	16		20
9	Project Management and Administration		24				16	40
	TOTAL HOURS	0	40	32	101	40	20	233
	RATE	\$ 295.01	\$ 263.48	\$ 217.61	\$ 100.20	\$ 133.61	\$ 64.84	-----
	LABOR	\$ -	\$ 10,539.20	\$ 6,963.52	\$ 10,120.20	\$ 5,344.40	\$ 1,296.80	\$ 34,264.12

TOTAL LABOR \$ 34,264.12

TOTAL FEE \$ 34,264.12
--

**EXHIBIT A – SCOPE OF WORK
AMENDMENT #1- CONSTRUCTION SERVICES
RUNWAY 1-19 REHABILITATION
CONSTRUCTION PHASE SERVICES**

Project Description:

The City of Zephyrhills intends to rehab runway 1-19 at Zephyrhills Municipal Airport. Mohsen Design Group Incorporated (MDG) will serve as a subconsultant to Jacobs. to construction administration phase services for this project at Zephyrhills Municipal Airport (ZPH) in Zephyrhills, Florida.

The work at ZPH will consist of the following:

- ◆ Rehabilitate Runway 1-19 including the Runway width of 100' plus 25' shoulders on either side. This rehabilitation will extend from a point near Taxiway B3 to Runway 19 end.
- ◆ Groove the entire length of Runway 1-19.
- ◆ Install pavement markings.
- ◆ Perform minor shoulder grading and install sodding.
- ◆ Electrical improvements include replacing elevated Runway edge and end lights with flush-mounted lights.

The Project duration is 196 days including 30 days of mobilization.

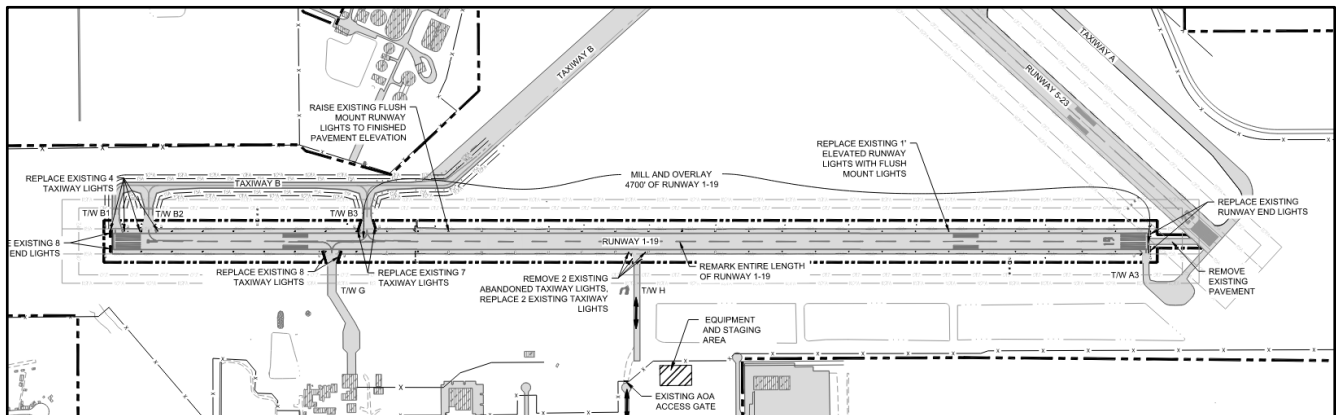


Figure No. 1: Project Layout

The summary of tasks for this amendment 1 is indicated below:

Construction Phase Services:

1. Construction Administration Services – MDG will provide construction administration services to include the following tasks:
 - a. Attend Weekly Construction meetings
 - b. Review RFI and Shop Drawing

- c. Review Construction Schedule
 - d. Review Test Results
 - e. Perform periodic site visits
 - f. Coordinate with the City, Jacobs, Tierra South, and the Contractor
 - g. Prepare Record Drawings
2. RPR Services - MDG will assign a Resident Project Representative (RPR) for this project. The RPR will perform the following tasks on a full-time basis:
- a. Attend Pre-Construction Meeting
 - b. Perform daily Inspections
 - c. Perform Substantial Completion Inspection
 - d. Coordinate Q/A Testing activities
 - e. Review Pay Applications
 - f. Assist in preparation of Record Drawings

EXHIBIT B

MDG FEE SUMMARY - Runway 1-19 Rehabilitation- Amendment 1- Construction Services

TASK	Totals
------	--------

Construction Phase Services (Lump Sum)

<i>Construction Administration (Lump Sum)</i>	\$34,554.00
RPR Services (Not-To-Exceed)	\$100,346.00
Total Construction Phase Services (Not-to-Exceed) :	\$134,900.00

MDG FEES - Runway 1-19 Rehabilitation	Project Manager	Senior Engineer	Engineer	Planner/ Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	

Construction Phase Services (Lump Sum)

1 Construction Administration (Lump Sum)

- A. Weekly Construction Meetings - 15 Weeks (Teams)
- B. RFI and Shop Drawing Reviews
- C. Construction Schedule Review
- D. Review Test Results
- E. General Coordination
- F. Prepare Record Drawings
- G. Periodic Site Visits (10 trips)
- Sub Total CA Hours
- Sub Total Airspace Fee

4	30	30				64
	16	8			4	28
	2					2
	16					16
16	8					24
	2	2			2	6
4	16	8				28
24	90	48			6	168
\$6,456.00	\$18,900.00	\$8,592.00			\$606.00	\$34,554.00

3 RPR Services (Not-To-Exceed)

- A. Attend Pre-Construction Meeting
- B. Perform weekly Inspections (15 weeks)
- C. Substantial Completion Inspection
- D. Assist in Record Drawing Prep
- Sub Total RPR Services Hours
- Sub Total RPR Services Fee

			4			4
			750			750
			8			8
			4			4
			766			766
			\$100,346.00			\$100,346.00

Total Construction Phase Services (Not-to-Exceed) : \$134,900.00



April 11, 2025

Jacobs
5401 W Kennedy Blvd. Suite 300
Tampa, FL 33609
813-245-6660

Attention: Joe Sawmiller | 813-245-6660 | Joe.Sawmiller@jacobs.com

Subject: Proposal for QA Construction Material Testing Services
ZPH – Runway 1-19, Taxiway F, and Taxiway E/Taxilane/Apron
Zephyrhills, FL 33542
TSFGEO Proposal No. 2504-209_Revision

Dear Joe:

As requested, TSFGEO is pleased to submit this proposal for providing Construction Material Testing Services for the above-mentioned project. We have provided a general discussion of services that we understand will be required for this project and present our Schedule of Fees for such services.

PROJECT DESCRIPTION

Based on the available information, we understand that the proposed project at Zephyrhills Municipal Airport (ZPH) will include rehabilitation of Runway 1-19, construction of Taxiway F, and future improvements to Taxiway E, the taxilane, and apron areas. The work will involve milling and resurfacing the asphalt pavement, construction of new base and subgrade layers, and associated civil and airfield improvements in accordance with FAA and project specifications. TSF's services will include construction materials testing and QA support during paving, grading, and base course operations.

PROPOSED SCOPE OF SERVICES

We recognize that construction projects are built in the "real world" and that proposed schedules do not always work out. Therefore, we appreciate the importance of being able to respond to requests for our services on short notice and of working hours other than the normal schedule, including nighttime work and weekend work.

Based on our understanding of the project requirements, we anticipate that the following testing services will be required during the design and construction phases of the project.

CONSTRUCTION MATERIAL TESTING SERVICES

Runway 1-19 – Asphalt Paving (P-403)

- Provide asphalt QA technician for onsite observation and documentation of paving activities.
- Coordinate with the contractor's QC team to verify compliance with FAA P-403 specifications.

Taxiway F – Subgrade, Base, and Asphalt

- Perform in-place nuclear density testing on P-152 compacted subgrade and P-211 limerock base, *if required*.
- Provide laboratory testing of materials as needed (Modified Proctors, LBR, and gradations), *if required*
- Provide Asphalt QA field/lab support during paving operations (P-403).

Taxiway E / Taxilane / Apron – Base and Asphalt

- Perform in-place nuclear density testing on P-211 limerock base, *if required*.
- Provide laboratory testing of materials as needed (LBR, and gradations), *if required*
- Provide Asphalt QA field/lab support during paving operations (P-403).

Professional Services

- Provide a weekly summary report documenting observations and results and distribute to the team.
- Assign a Project Manager to review daily reports, assist with coordination, and attend meetings.
- Maintain administrative and scheduling support throughout the life of the project to ensure responsiveness and reporting continuity.

Note: *Our services do not include supervision or direction of the actual construction work. The safety of all job site personnel and construction methods remains the sole responsibility of the contractor. TSFGeo is not responsible for construction defects unrelated to materials testing (e.g., paving workmanship, grading layout, or drainage installation).*

FEE

The fees for our services will be highly dependent on the construction schedule. We propose providing our services on a unit rate basis, based on the actual services performed and the unit fees attached to this proposal. Invoices will be submitted monthly for the portion of work completed. An estimate for each proposed task is indicated below:

Construction Materials Testing:

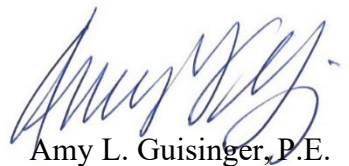
1. Runway 1-19 Rehabilitation	\$24,275.00
2. Taxiway F	\$12,875.00
3. Taxiway E/Taxilane/Apron (TBD)	\$11,425.00

We appreciate the opportunity to offer our services for your project. Should you have any questions or need additional information, do not hesitate to contact us at (813)-993-0093.

Respectfully submitted,
TSFGeo



Tyler F Gorman
Construction Services Manager



Amy L. Guisinger, P.E.
Principal Engineer

Attachments: Unit Rates and Fee Estimates
 General Notes Authorization
 General Terms and Conditions

Unit Rates and Fee Estimates

1. Runway 1-19 Rehabilitation

ZPH - Runway 1-19				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
ASPHALT				
Asphalt Paving Technician (Runway 1-19)	15	\$ 600.00	day	\$ 9,000.00
Asphalt Plant Technician (Runway 1-19)	15	\$ 900.00	day	\$ 13,500.00
Asphalt Cores - 6" diameter		\$ 250.00	each	\$ -
Subtotal				\$ 22,500.00
Professional and Technical Services*				
Principal Engineer	5	\$ 225.00	hour	\$ 1,125.00
Project Engineer		\$ 115.00	hour	\$ -
Administrative Services	10	\$ 65.00	hour	\$ 650.00
Subtotal				\$ 1,775.00
Total Estimated Fees				\$ 24,275.00

2. Taxiway F

ZPH - Taxiway F				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place density tests (min 5 tests/trip)	30	\$ 35.00	test	\$ 1,050.00
Modified or Standard Proctor	4	\$ 150.00	test	\$ 600.00
LBR	2	\$ 600.00	test	\$ 1,200.00
Gradation	6	\$ 75.00	test	\$ 450.00
Organic Content	6	\$ 50.00	test	\$ 300.00
Subtotal				\$ 3,600.00
ASPHALT				
Asphalt Paving Technician	5	\$ 600.00	day	\$ 3,000.00
Asphalt Plant Technician	5	\$ 900.00	day	\$ 4,500.00
Subtotal				\$ 7,500.00
Professional and Technical Services*				
Principal Engineer	5	\$ 225.00	hour	\$ 1,125.00
Project Engineer		\$ 115.00	hour	\$ -
Administrative Services	10	\$ 65.00	hour	\$ 650.00
Subtotal				\$ 1,775.00
Total Estimated Fees				\$ 12,875.00

3. **Taxiway E/Taxilane/Apron**

ZPH - Taxiway E/Taxilane/Apron				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place density tests (min 5 tests/trip)	20	\$ 35.00	test	\$ 700.00
Modified or Standard Proctor		\$ 150.00	test	\$ -
LBR	2	\$ 600.00	test	\$ 1,200.00
Gradation	2	\$ 75.00	test	\$ 150.00
Organic Content	2	\$ 50.00	test	\$ 100.00
Subtotal				\$ 2,150.00
ASPHALT				
Asphalt Paving Technician	5	\$ 600.00	day	\$ 3,000.00
Asphalt Plant Technician	5	\$ 900.00	day	\$ 4,500.00
Asphalt Cores - 6" diameter		\$ 250.00	each	\$ -
Subtotal				\$ 7,500.00
Professional and Technical Services*				
Principal Engineer	5	\$ 225.00	hour	\$ 1,125.00
Project Engineer		\$ 115.00	hour	\$ -
Administrative Services	10	\$ 65.00	hour	\$ 650.00
Subtotal				\$ 1,775.00
Total Estimated Fees				\$ 11,425.00

General Notes:

Please note the following procedures will apply to our services:

- 1- Field work hours for inspectors are Monday through Friday, 8:00AM to 5:00PM.
- 2- We need 24 hours' notice by contacting our office (813)-993-0093 prior to any site visit.
- 3- We can accommodate weekend inspections, if necessary, with a minimum of 48 hours' notice.
- 4- Field work beyond 8 hours/day, nights and weekends (OT) will be billed at the regular rate times 1.5.
- 5- Stand-by time will be billed at the hourly rate listed.

AUTHORIZATION

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

ZPH – Runway 1-19, Taxiway F, and Taxiway E/Taxilane/Apron
TSFGeo Proposal No. 2504-209

TSFGeo's General Conditions

1. **SCOPE OF WORK** - Work means the specific geotechnical, analytical, testing or other service to be performed by TSFGeo as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project, whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

CONSENT ITEMS 1.3

Jacob's Scope & Fee - Construction Services Taxiway F

Issue:

Background:

Consultant work assignment No. 9. The project includes construction Phase Services for the Taxiway F construction project in conformance with FAA AC 150/5300-13A located at the Zephyrhills Municipal Airport. This project is 100% funded through State Appropriations. Tasks include CA Services and full-time RPR required to coordinate with contractors and project closeout documents with owner and contractor. See Exhibit A Scope of work for complete details.

Attachment(s):

1. CWA09-ZPH-TW F CA Services-041725

Fiscal Impact:

Budgeted in FY 2025. 100% State Appropriations. \$219,109.00

Staff Recommendation:

Staff recommends City Council's consideration for approval of consultant work assignment No.

CONSULTANT WORK ASSIGNMENT

April 17, 2025

Mr. Nathan Coleman
Airport Manager
City of Zephyrhills
39450 South Avenue
Zephyrhills, FL 33542

Subject: **CONSULTANT WORK ASSIGNMENT No. 9**
Taxiway F Development - Amendment #1 – Construction Phase Services
Zephyrhills Municipal Airport (ZPH)

Dear Nathan:

This letter serves as a CONSULTANT WORK ASSIGNMENT (CWA) between JACOBS ENGINEERING GROUP INC. ("JACOBS" or "CONSULTANT") and CITY OF ZEPHYRHILLS ("CITY") for the referenced project. All Terms and Conditions of the CONSULTANT AGREEMENT between the CITY and JACOBS, dated May 8, 2023, apply to this CWA.

Scope of Work: The project includes the construction phase services to support Taxiway F Development, as shown in Figure No. 1 of Exhibit A, Scope of Work.

Payment: CONSULTANT shall be paid for this service in the amount of \$219,109.00, as described in Exhibit B, Fee Summary.

Schedule: The schedule is included in Exhibit A.

Notice-To-Proceed: The City will issue a notice-to-proceed once the CWA is approved by the City Council.

Sincerely,

JACOBS ENGINEERING GROUP INC.

APPROVED BY CITY OF ZEPHYRHILLS

Christopher Bowker, PE
Manager of Projects

Signature

Exhibits:

Printed Name

- A. Scope of Work
- B. Fee Proposal

Exhibit A – Scope of Work

Zephyrhills Municipal Airport

Taxiway F Development – Amendment #1 - Construction Phase Services

The City of Zephyrhills intends to construct Taxiway F at Zephyrhills Municipal Airport in Zephyrhills, Florida. Our team, led by Jacobs Engineering Group Inc., will provide construction phase services for this project:

- **Jacobs Engineering Group Inc.** will provide management and administration services and construction administration services for the airfield electrical portion of the project.
- **MDG, Inc.**, will provide construction administration services for the airfield civil portion of the project.
- **Tierra South Florida, Inc.** will provide materials testing services for the project.

The work at ZPH for the construction of a new 35-foot wide and 1,800-foot-long segment of Taxiway F, extending from the Runway 5 End to Taxiway B will consist of the following:

- Grading and preparation of the taxiway subgrade.
- Placement of asphalt paved surface.
- Application of pavement markings.
- Sodding of taxiway shoulders.
- Installation of taxiway signs and lighting.
- In-field grading for the construction of a stormwater management facility.

The Project duration is **189 calendar days including 30 calendar days of mobilization.**

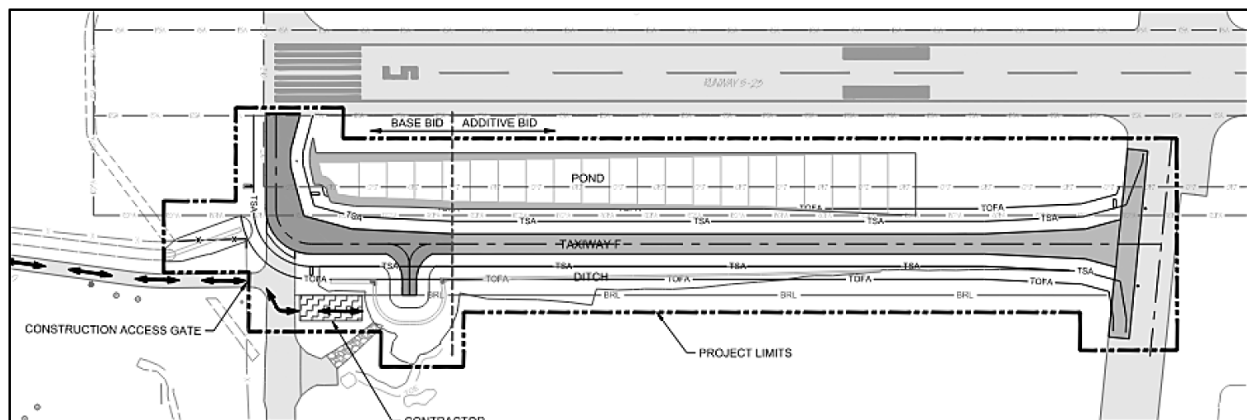


Figure No. 1: Project Layout

The Project duration is **189 calendar days including 30 calendar days of mobilization.**

Scopes of work and associated fee proposals for our team are included and attached, herein.

General Scope – Jacobs Engineering Group Inc.

1. Jacobs will provide the following project management and electrical Construction Administration services.

Assumptions/Design Parameters

1. The review of Contractor change orders shall be the responsibility of MDG.
2. Jacobs will perform construction administration services--the following terms will apply:
 - A. Jacobs will not bear any responsibility or liability for defects or deficiencies in the construction work or for the failure to so detect but will notify MDG of an observed defect or deficiencies in a timely manner. Jacobs shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
 - B. If Jacobs is called upon to review submittals from construction contractors, Jacobs shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Jacobs's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Jacobs's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. Jacobs's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Jacobs's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
 - C. Jacobs shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
 - D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by Jacobs.
3. Construction Phase Services are estimated to be **189 calendar days including 30 calendar days of mobilization.**

Specific Scope

Specific tasks related to the above items are identified in each phase of the project as described below.

CONSTRUCTION PHASE SERVICES

1. Prepare for and attend Pre-Construction conference. This includes preparation of conformed documents.
2. Attend weekly construction meetings (20 weeks via MS Teams)
3. Review all shop drawings submitted by the contractor and all materials used in the construction of the project related to the electrical construction drawings
4. Respond to RFI's and prepared field sketches as necessary associated with the electrical construction drawings.
5. Attend site visits and generate Site Observation Report. Assume four (4) site visits for the duration of the project.
6. Review closeout documentation associated with the electrical construction drawings.
7. Attend one (1) Substantial and one (1) Final Completion Inspections.
8. Edit electronic drawing files to produce as-built drawings from marked drawings provided to Jacobs associated with the electrical construction drawings.
9. General management and oversight of all construction phase activities. This includes management of subconsultants, communications, invoicing, document control, and coordination with stakeholders.

Refer to Exhibit B for manhours and cost details.

Airport:

Zephyrhills Municipal Airport

Project:

Taxiway F Development

EXHIBIT B - Construction Phase Services**FEE SUMMARY**

	Fee
Construction Phase Services (Jacobs)	\$ 36,346
Subconsultant - MDG, Inc. (Incl. Full-Time RPR)	\$ 169,888
Subconsultant - Tierra South Florida, Inc.	\$ 12,875
Total Services Fee	\$ 219,109

Airport:

Zephyrhills Municipal Airport

Project:

Taxiway F Development
EXHIBIT B - Construction Phase Services

Construction Phase Services (Jacobs)

	WORK ITEM	Proj. Director	Sr. Proj. Manager	Sr. Airfield Elec. Engineer	Project Engineer	Sr. CADD Tech	Admin. Assistant	TOTAL
1	Prepare for and Attend Precon. Meeting--incl. Conformed Documents			8		16		24
2	Attend Weekly Construction Meetings - 20 weeks via Teams				20			20
3	Review Shop Drawings			4	16		4	24
4	Respond to RFI's			4	16	8		28
5	Attend four (4) site visits and generate reports		16		48			64
6	Review Closeout Documentation				2			2
7	Attend Substantial and Final Completion Inspections			16				16
8	As-Built Drawings				4	16		20
9	Project Management and Administration		30				16	46
	TOTAL HOURS	0	46	32	106	40	20	244
	RATE	\$ 295.01	\$ 263.48	\$ 217.61	\$ 100.20	\$ 133.61	\$ 64.84	-----
	LABOR	\$ -	\$ 12,120.08	\$ 6,963.52	\$ 10,621.20	\$ 5,344.40	\$ 1,296.80	\$ 36,346.00

TOTAL LABOR \$ 36,346

TOTAL FEE	\$ 36,346
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**EXHIBIT A – SCOPE OF WORK
AMENDMENT #1- CONSTRUCTION SERVICES
TAXIWAY F DEVELOPMENT
CONSTRUCTION PHASE SERVICES**

Project Description:

The City of Zephyrhills intends to develop Taxiway F at Zephyrhills Municipal Airport. Mohsen Design Group Incorporated (MDG) will serve as a subconsultant to Jacobs. to construction administration phase services for this project at Zephyrhills Municipal Airport (ZPH) in Zephyrhills, Florida.

The work at ZPH for the construction of a new 35- foot wide and 1,800-foot-long segment of Taxiway F, extending from the Runway 5 end to Taxiway B will consist of the following:

- Grading and preparation of the taxiway subgrade.
- Placement of asphalt paved surface.
- Application of pavement markings.
- Sodding of taxiway shoulders.
- Installation of taxiway signs and lighting.
- In-field grading for the construction of a stormwater management facility.

The Project duration is 189 days including 30 days of mobilization.

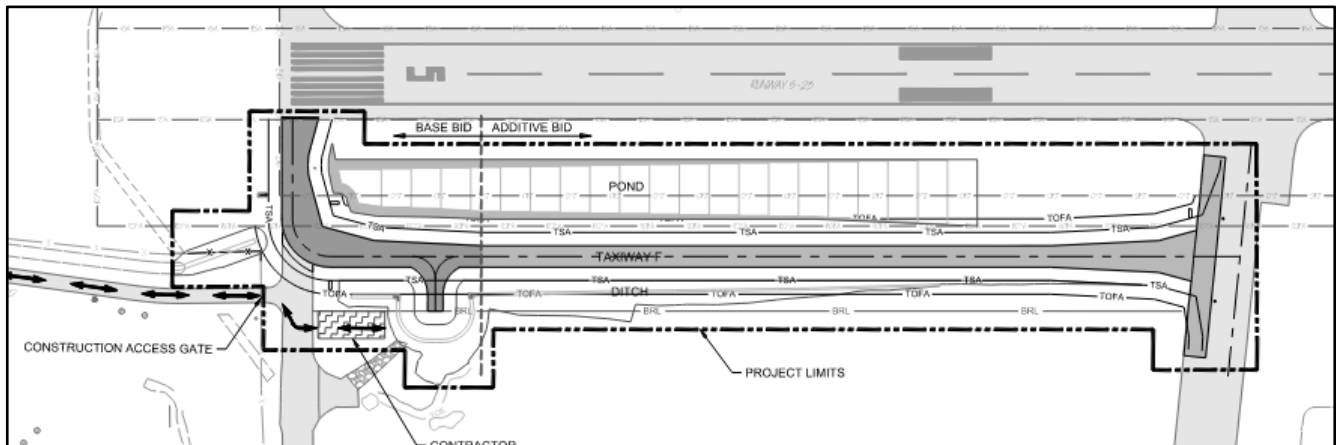


Figure No. 1: Project Layout

The summary of tasks for this amendment 1 is indicated below:

Construction Phase Services:

Construction Administration Services – MDG will provide construction administration services to include the following tasks:

- a. Attend Weekly Construction meetings
- b. Review RFI and Shop Drawing
- c. Review Construction Schedule
- d. Review Test Results

-
- e. Perform periodic site visits
 - f. Coordinate with the City, Jacobs, Tierra South, and the Contractor
 - g. Prepare Record Drawings
1. RPR Services - MDG will assign a Resident Project Representative (RPR) for this project. The RPR will perform the following tasks on a full-time basis:
- a. Attend Pre-Construction Meeting
 - b. Perform daily Inspections
 - c. Perform Substantial Completion Inspection
 - d. Coordinate Q/A Testing activities
 - e. Review Pay Applications
 - f. Assist in preparation of Record Drawings

EXHIBIT B

MDG FEE SUMMARY - Taxiway F Development- Amendment 1 -Construction Services

TASK	Totals
------	--------

Construction Phase Services (Lump Sum)

<i>Construction Administration (Lump Sum)</i>	\$36,792.00
RPR Services (Not-To-Exceed)	\$133,096.00
Total Construction Phase Services (Not-to-Exceed) :	\$169,888.00

MDG FEES - Taxiway F Development	Project Manager	Senior Engineer	Engineer	Planner/ Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	

Construction Phase Services (Lump Sum)

1 Construction Administration (Lump Sum)

- A. Weekly Construction Meetings - 20 Weeks (Teams)
- B. RFI and Shop Drawing Reviews
- C. Construction Schedule Review
- D. Review Test Results
- E. General Coordination
- F. Prepare Record Drawings
- G. Periodic Site Visits (10 trips)
- Sub Total CA Hours
- Sub Total Airspace Fee

6	20	20				46
	24	12			6	42
	2					2
	16					16
24	12					36
	2	2			2	6
4	16	8				28
34	92	42			8	176
\$9,146.00	\$19,320.00	\$7,518.00			\$808.00	\$36,792.00

3 RPR Services (Not-To-Exceed)

- A. Attend Pre-Construction Meeting
- B. Perform weekly Inspections (20 weeks)
- C. Substantial Completion Inspection
- D. Assist in Record Drawing Prep
- Sub Total RPR Services Hours
- Sub Total RPR Services Fee

			4			4
			1000			1000
			8			8
			4			4
			1016			1016
			\$133,096.00			\$133,096.00

Total Construction Phase Services (Not-to-Exceed) : \$169,888.00



April 11, 2025

Jacobs
5401 W Kennedy Blvd. Suite 300
Tampa, FL 33609
813-245-6660

Attention: Joe Sawmiller | 813-245-6660 | Joe.Sawmiller@jacobs.com

Subject: Proposal for QA Construction Material Testing Services
ZPH – Runway 1-19, Taxiway F, and Taxiway E/Taxilane/Apron
Zephyrhills, FL 33542
TSFGEO Proposal No. 2504-209_Revision

Dear Joe:

As requested, TSFGEO is pleased to submit this proposal for providing Construction Material Testing Services for the above-mentioned project. We have provided a general discussion of services that we understand will be required for this project and present our Schedule of Fees for such services.

PROJECT DESCRIPTION

Based on the available information, we understand that the proposed project at Zephyrhills Municipal Airport (ZPH) will include rehabilitation of Runway 1-19, construction of Taxiway F, and future improvements to Taxiway E, the taxilane, and apron areas. The work will involve milling and resurfacing the asphalt pavement, construction of new base and subgrade layers, and associated civil and airfield improvements in accordance with FAA and project specifications. TSF's services will include construction materials testing and QA support during paving, grading, and base course operations.

PROPOSED SCOPE OF SERVICES

We recognize that construction projects are built in the "real world" and that proposed schedules do not always work out. Therefore, we appreciate the importance of being able to respond to requests for our services on short notice and of working hours other than the normal schedule, including nighttime work and weekend work.

Based on our understanding of the project requirements, we anticipate that the following testing services will be required during the design and construction phases of the project.

CONSTRUCTION MATERIAL TESTING SERVICES

Runway 1-19 – Asphalt Paving (P-403)

- Provide asphalt QA technician for onsite observation and documentation of paving activities.
- Coordinate with the contractor's QC team to verify compliance with FAA P-403 specifications.

Taxiway F – Subgrade, Base, and Asphalt

- Perform in-place nuclear density testing on P-152 compacted subgrade and P-211 limerock base, *if required*.
- Provide laboratory testing of materials as needed (Modified Proctors, LBR, and gradations), *if required*
- Provide Asphalt QA field/lab support during paving operations (P-403).

Taxiway E / Taxilane / Apron – Base and Asphalt

- Perform in-place nuclear density testing on P-211 limerock base, *if required*.
- Provide laboratory testing of materials as needed (LBR, and gradations), *if required*
- Provide Asphalt QA field/lab support during paving operations (P-403).

Professional Services

- Provide a weekly summary report documenting observations and results and distribute to the team.
- Assign a Project Manager to review daily reports, assist with coordination, and attend meetings.
- Maintain administrative and scheduling support throughout the life of the project to ensure responsiveness and reporting continuity.

Note: *Our services do not include supervision or direction of the actual construction work. The safety of all job site personnel and construction methods remains the sole responsibility of the contractor. TSFGeo is not responsible for construction defects unrelated to materials testing (e.g., paving workmanship, grading layout, or drainage installation).*

FEE

The fees for our services will be highly dependent on the construction schedule. We propose providing our services on a unit rate basis, based on the actual services performed and the unit fees attached to this proposal. Invoices will be submitted monthly for the portion of work completed. An estimate for each proposed task is indicated below:

Construction Materials Testing:

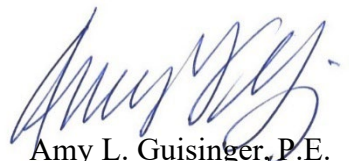
1. Runway 1-19 Rehabilitation	\$24,275.00
2. Taxiway F	\$12,875.00
3. Taxiway E/Taxilane/Apron (TBD)	\$11,425.00

We appreciate the opportunity to offer our services for your project. Should you have any questions or need additional information, do not hesitate to contact us at (813)-993-0093.

Respectfully submitted,
TSFGeo



Tyler F Gorman
Construction Services Manager



Amy L. Guisinger, P.E.
Principal Engineer

Attachments: Unit Rates and Fee Estimates
 General Notes Authorization
 General Terms and Conditions

Unit Rates and Fee Estimates

1. Runway 1-19 Rehabilitation

ZPH - Runway 1-19				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
ASPHALT				
Asphalt Paving Technician (Runway 1-19)	15	\$ 600.00	day	\$ 9,000.00
Asphalt Plant Technician (Runway 1-19)	15	\$ 900.00	day	\$ 13,500.00
Asphalt Cores - 6" diameter		\$ 250.00	each	\$ -
Subtotal				\$ 22,500.00
Professional and Technical Services*				
Principal Engineer	5	\$ 225.00	hour	\$ 1,125.00
Project Engineer		\$ 115.00	hour	\$ -
Administrative Services	10	\$ 65.00	hour	\$ 650.00
Subtotal				\$ 1,775.00
Total Estimated Fees				\$ 24,275.00

2. Taxiway F

ZPH - Taxiway F				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place density tests (min 5 tests/trip)	30	\$ 35.00	test	\$ 1,050.00
Modified or Standard Proctor	4	\$ 150.00	test	\$ 600.00
LBR	2	\$ 600.00	test	\$ 1,200.00
Gradation	6	\$ 75.00	test	\$ 450.00
Organic Content	6	\$ 50.00	test	\$ 300.00
Subtotal				\$ 3,600.00
ASPHALT				
Asphalt Paving Technician	5	\$ 600.00	day	\$ 3,000.00
Asphalt Plant Technician	5	\$ 900.00	day	\$ 4,500.00
Subtotal				\$ 7,500.00
Professional and Technical Services*				
Principal Engineer	5	\$ 225.00	hour	\$ 1,125.00
Project Engineer		\$ 115.00	hour	\$ -
Administrative Services	10	\$ 65.00	hour	\$ 650.00
Subtotal				\$ 1,775.00
Total Estimated Fees				\$ 12,875.00

3. **Taxiway E/Taxilane/Apron**

ZPH - Taxiway E/Taxilane/Apron				
ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place density tests (min 5 tests/trip)	20	\$ 35.00	test	\$ 700.00
Modified or Standard Proctor		\$ 150.00	test	\$ -
LBR	2	\$ 600.00	test	\$ 1,200.00
Gradation	2	\$ 75.00	test	\$ 150.00
Organic Content	2	\$ 50.00	test	\$ 100.00
Subtotal				\$ 2,150.00
ASPHALT				
Asphalt Paving Technician	5	\$ 600.00	day	\$ 3,000.00
Asphalt Plant Technician	5	\$ 900.00	day	\$ 4,500.00
Asphalt Cores - 6" diameter		\$ 250.00	each	\$ -
Subtotal				\$ 7,500.00
Professional and Technical Services*				
Principal Engineer	5	\$ 225.00	hour	\$ 1,125.00
Project Engineer		\$ 115.00	hour	\$ -
Administrative Services	10	\$ 65.00	hour	\$ 650.00
Subtotal				\$ 1,775.00
Total Estimated Fees				\$ 11,425.00

General Notes:

Please note the following procedures will apply to our services:

- 1- Field work hours for inspectors are Monday through Friday, 8:00AM to 5:00PM.
- 2- We need 24 hours' notice by contacting our office (813)-993-0093 prior to any site visit.
- 3- We can accommodate weekend inspections, if necessary, with a minimum of 48 hours' notice.
- 4- Field work beyond 8 hours/day, nights and weekends (OT) will be billed at the regular rate times 1.5.
- 5- Stand-by time will be billed at the hourly rate listed.

AUTHORIZATION

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

ZPH – Runway 1-19, Taxiway F, and Taxiway E/Taxilane/Apron
TSFGeo Proposal No. 2504-209

TSFGeo's General Conditions

1. **SCOPE OF WORK** - Work means the specific geotechnical, analytical, testing or other service to be performed by TSFGeo as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project, whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

CONSENT ITEMS 1.4

Approval of the Final Change Order #4 to FDC for the WWTP Advanced Wastewater Treatment (AWT) upgrades

Issue:

Approval of the Final Change Order #4 to FDC for the WWTP AWT upgrades

Background:

This project has been holding on for quite some time. At the very end, prior to closeout, the contractor, FDC, sold to another group.

Trying to work with the old guard and new guard to get all the final documents together took the better part of two (2) plus years.

Attached is the final change order for the Council's Signature with the supporting documents (ex. release of liens, etc.), and the final invoice for staff's signature.

Attachment(s):

1. Final Change Order and Backup Docs 4-25
2. Final Pay App 23 4-25

Fiscal Impact:

The result of the final change order leaves a balance of \$11,952.55 owed to FDC. The final invoice (#23) reflects this amount upon approval of this change order.

Staff Recommendation:

The staff recommends the City Council to approve this item as presented.

SECTION 00941

Gainesville | Jacksonville | Tampa | Titusville
Sarasota | West Palm Beach | Winter Haven

CHANGE ORDER (CO) NO. 4

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 11-19-09 PROJECT MANAGER: John Bostic
ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-025-01 PROJECT MANAGER: Mike Clark
CONTRACTOR: Florida Design Contractors, Inc. PROJECT NO.: 1490 PROJECT MANAGER: Orlando Rivera
PROJECT NAME: Wastewater Treatment Facility (WWTF) Advanced Water Treatment (AWT) Upgrade
DATE OF ISSUANCE: 04.22.2025 EFFECTIVE DATE: 04.22.2025

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 7,414,000.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Notice to Proceed: June 1, 2020

Substantial Completion (days and date): 336 days – May 3, 2021

Ready for final payment (days and date): 365 days – June 1, 2021

[Increase/Decrease] from previously approved Change Orders

No. 1 to No. 4:

Substantial completion (days): 612 days, February 2, 2022

Ready for final payment (days): April 22, 2025

Contract Price prior to this Change Order:

\$ 5,483,050.23

[Increase/Decrease] of this Change Order:

\$ 50,198.50

Contract Price incorporating this Change Order:

\$ 5,432,851.73

DESCRIPTION OF CHANGE

(Attach additional sheets if required.)

BID ITEM FINAL UNDERAGES:

14.0 - Compression Grouting

15.0 - Stone Columns

16.0 - Testing Allowances

17.0 - Record Drawings

DEDUCT

ADD

\$ 23,265.00

\$ 3,420.00

\$ 19,763.50

\$ 3,750.00

SUBTOTAL

\$ 50,198.50

Gainesville | Jacksonville | Tampa | Titusville
Sarasota | West Palm Beach | Winter Haven

**ATTACHMENT:**

Final Pay Application 23B – including recapitulation of Bid Item Final Underages and Final Payment to Contractor

COMMENTS: Summary of all Change Orders -

Change Order #1 = Deductive Value for Owner Direct Purchase Components

Change Order #2 = Additive PCM Items due to Found Conditions or Owner Preference

Change Order #3 = Additive and Deductive PCM Items for Final Installations

Change Order #4 = Final Change Order for Final Pay Application 23B

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:

By:

[Signature]
Engineer JONES EDMUNDS

ACCEPTED:

By:

Owner

ACCEPTED:

By:

[Signature] Sr. V.P.
Contractor FDC CONTRACTORS

Date:

4/22/25

Date:

Date:

4/22/2025

Approved by Funding Agency (if applicable):

Date:

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

Bond No. 09086965

TO OWNER:
(Name and address)

City of Zephyrhills
5335 Eighth Street
Zephyrhills, FL 33542

PROJECT:
(Name and address)

Construction of Advanced Wastewater Treatment Plant Upgrades

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

CONTRACT DATED: April 13, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

, SURETY,

on bond of
(Insert name and address of Contractor)

Florida Design Contractors, Inc.
1326 S. Killian Drive
Lake Park, FL 33403

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Zephyrhills
5335 Eighth Street
Zephyrhills, FL 33542

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 16, 2025
(Insert in writing the month followed by the numeric date and year.)


Attest:
(Seal): Eileen Heard, Surety Witness



Fidelity and Deposit Company of Maryland

(Surety)

By: 

(Signature of authorized representative)

Kevin Wojtowicz

Attorney-in-Fact

(Printed name and title)

and Florida Licensed Resident Agent

G707—1994

Bond No. 09086965

Obligee: City of Zephyrhills

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kevin Wojtowicz, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Malson
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of April, 2025.



Mary Jean Rodnick
Mary Jean Rodnick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXHIBIT "D"



Florida Design Contractors, LLC
1326 South Killian Drive
Lake Park, FL 33403
Telephone: 561 / 845-1233

**FLORIDA
FINAL RELEASE OF LIEN AND FINAL RELEASE
OF OWNER AND CONTRACTOR**

PROJECT: **Wastewater Treatment Facility (WWTF) Advanced Water Treatment Upgrade**

OWNER: **City of Zephyrhills**

CONTRACTOR: **Florida Design Contractors, LLC**

LIENOR/CLAIMANT: Leesburg Concrete Company

THE UNDERSIGNED, LIENOR/CLAIMANT as an inducement to payment in the amount of \$3,381.14, the value, receipt and sufficiency of which is hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever waive, relinquish, release and forever discharge OWNER, CONTRACTOR; and any surety on any applicable payment bond where CONTRACTOR is the Principal; and, the following described real property, to wit:

39825 Alston Avenue, Zephyrhills FL 33542

(the "PROPERTY") from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind whatsoever of LIENOR/CLAIMANT, specifically including, but not limited to, the rights contemplated by Chapters 255 and 713, Florida Statutes, arising out of or by reason of LIENOR/CLAIMANT having furnished labor, materials, equipment and/or supplies incorporated or to be incorporated into the PROPERTY or PROJECT. LIENOR/CLAIMANT further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors supplying labor, materials, equipment and/or supplies to or through LIENOR/CLAIMANT from the beginning of the PROJECT through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

This Release is full, final and complete for all labor, materials, equipment and/or supplies ever furnished or to be furnished to the PROPERTY or PROJECT, whether or not their reasonable value is represented by any amount paid heretofore or paid hereunder. The Effective Date of this Final Release for the PROPERTY and PROJECT shall be the date of its execution.

The undersigned further represents that all materials, equipment and/or supplies furnished are new, of good quality, free from defects and in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of LIENOR/CLAIMANT.

Executed by LIENOR/CLAIMANT this 18th day of January, 2024.

Leesburg Concrete Company Inc.
LIENOR/CLAIMANT

By: [Signature]
Printed Name: Shawn Thomas
As its: V.P.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this 18th day of January, 2024, by Shawn Thomas (name of person acknowledging) of LIENOR/CLAIMANT.

Personally Known ☒ OR Produced Identification _____ Type of Identification Produced _____

[Signature]
(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

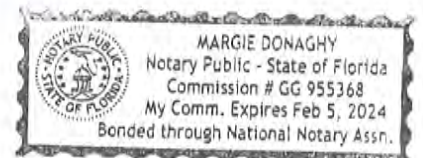


EXHIBIT "D"



Florida Design Contractors, LLC
1326 South Killian Drive
Lake Park, FL 33403
Telephone: 561 / 845-1233

**FLORIDA
FINAL RELEASE OF LIEN AND FINAL RELEASE
OF OWNER AND CONTRACTOR**

PROJECT: **Wastewater Treatment Facility (WWTF) Advanced Water Treatment Upgrade**

OWNER: City of Zephyrhills

CONTRACTOR: Florida Design Contractors, LLC

LIENOR/CLAIMANT: Ram Tool Construction Company

Does not include any White Cap invoices due or to become due.

THE UNDERSIGNED, LIENOR/CLAIMANT as an inducement to payment in the amount of \$0.00, the value, receipt and sufficiency of which is hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever waive, relinquish, release and forever discharge OWNER; CONTRACTOR; and any surety on any applicable payment bond where CONTRACTOR is the Principal; and, the following described real property, to wit:

39825 Alston Avenue, Zephyrhills FL 33542

(the "PROPERTY") from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind whatsoever of LIENOR/CLAIMANT, specifically including, but not limited to, the rights contemplated by Chapters 255 and 713, Florida Statutes, arising out of or by reason of LIENOR/CLAIMANT having furnished labor, materials, equipment and/or supplies incorporated or to be incorporated into the PROPERTY or PROJECT. LIENOR/CLAIMANT further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors supplying labor, materials, equipment and/or supplies to or through LIENOR/CLAIMANT from the beginning of the PROJECT through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

This Release is full, final and complete for all labor, materials, equipment and/or supplies ever furnished or to be furnished to the PROPERTY or PROJECT, whether or not their reasonable value is represented by any amount paid heretofore or paid hereunder. The Effective Date of this Final Release for the PROPERTY and PROJECT shall be the date of its execution.

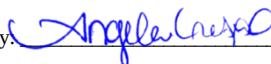
The undersigned further represents that all materials, equipment and/or supplies furnished are new, of good quality, free from defects and in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of LIENOR/CLAIMANT.

Executed by LIENOR/CLAIMANT this 18 day of January 2024.

RAM TOOL CONSTRUCTION COMPANY

LIENOR/CLAIMANT

By: 

Printed Name: **ANGELA CRESPO**

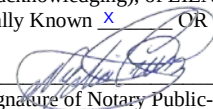
As its: **CREDIT ASSOC.**

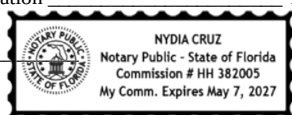
STATE OF FLORIDA

COUNTY OF **ORANGE**

The foregoing instrument was acknowledged before me this 18 day of January, 2024, by **ANGELA CRESPO** (name of person acknowledging), of LIENOR/CLAIMANT.

Personally Known ☒ OR Produced Identification _____ Type of Identification Produced _____


(Signature of Notary Public-State of Florida)



(Name of Notary Typed, Printed, or Stamped)

EXHIBIT "D"



Florida Design Contractors, LLC
1326 South Killian Drive
Lake Park, FL 33403
Telephone: 561 / 845-1233

**FLORIDA
FINAL RELEASE OF LIEN AND FINAL RELEASE
OF OWNER AND CONTRACTOR**

PROJECT: Wastewater Treatment Facility (WWTF) Advanced Water Treatment Upgrade

OWNER: City of Zephyrhills

CONTRACTOR: Florida Design Contractors, LLC

LIENOR/CLAIMANT: Dirt on Demand

THE UNDERSIGNED, LIENOR/CLAIMANT as an inducement to payment in the amount of \$0.00, the value, receipt and sufficiency of which is hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever waive, relinquish, release and forever discharge OWNER; CONTRACTOR; and any surety on any applicable payment bond where CONTRACTOR is the Principal; and, the following described real property, to wit:

39825 Alston Avenue, Zephyrhills FL 33542

(the "PROPERTY") from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind whatsoever of LIENOR/CLAIMANT, specifically including, but not limited to, the rights contemplated by Chapters 255 and 713, Florida Statutes, arising out of or by reason of LIENOR/CLAIMANT having furnished labor, materials, equipment and/or supplies incorporated or to be incorporated into the PROPERTY or PROJECT. LIENOR/CLAIMANT further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors supplying labor, materials, equipment and/or supplies to or through LIENOR/CLAIMANT from the beginning of the PROJECT through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

This Release is full, final and complete for all labor, materials, equipment and/or supplies ever furnished or to be furnished to the PROPERTY or PROJECT, whether or not their reasonable value is represented by any amount paid heretofore or paid hereunder. The Effective Date of this Final Release for the PROPERTY and PROJECT shall be the date of its execution.

The undersigned further represents that all materials, equipment and/or supplies furnished are new, of good quality, free from defects and in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of LIENOR/CLAIMANT.

Executed by LIENOR/CLAIMANT this 22 day of January, 2024.

Dirt On Demand, LLC
LIENOR/CLAIMANT

By: [Signature]

Printed Name: Daniel Bergin

As its: President

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22 day of January, 2024, by Daniel Bergin (name of person acknowledging), of LIENOR/CLAIMANT.

Personally Known X OR Produced Identification _____ Type of Identification Produced _____

[Signature]
(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)



LESLIE ROZZEL
Notary Public
State of Florida
Comm# HH471422
Expires 12/10/2027

EXHIBIT "D"



Florida Design Contractors, LLC
1326 South Killian Drive
Lake Park, FL 33403
Telephone: 561 / 845-1233

**FLORIDA
FINAL RELEASE OF LIEN AND FINAL RELEASE
OF OWNER AND CONTRACTOR**

PROJECT: **Wastewater Treatment Facility (WWTF) Advanced Water Treatment Upgrade**
OWNER: **City of Zephyrhills**
CONTRACTOR: **Florida Design Contractors, LLC**
LIENOR/CLAIMANT: Revere Control Systems

THE UNDERSIGNED, LIENOR/CLAIMANT as an inducement to payment in the amount of \$14,590.00, the value, receipt and sufficiency of which is hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever waive, relinquish, release and forever discharge OWNER, CONTRACTOR, and any surety on any applicable payment bond where CONTRACTOR is the Principal, and, the following described real property, to wit:

39825 Alston Avenue, Zephyrhills FL 33542

(the "PROPERTY") from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind whatsoever of LIENOR/CLAIMANT, specifically including, but not limited to, the rights contemplated by Chapters 255 and 713, Florida Statutes, arising out of or by reason of LIENOR/CLAIMANT having furnished labor, materials, equipment and/or supplies incorporated or to be incorporated into the PROPERTY or PROJECT. LIENOR/CLAIMANT further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors supplying labor, materials, equipment and/or supplies to or through LIENOR/CLAIMANT from the beginning of the PROJECT through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

This Release is full, final and complete for all labor, materials, equipment and/or supplies ever furnished or to be furnished to the PROPERTY or PROJECT, whether or not their reasonable value is represented by any amount paid heretofore or paid hereunder. The Effective Date of this Final Release for the PROPERTY and PROJECT shall be the date of its execution.

The undersigned further represents that all materials, equipment and/or supplies furnished are new, of good quality, free from defects and in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of LIENOR/CLAIMANT.

Executed by LIENOR/CLAIMANT this 25th day of January, 2024.

Revere Control Systems, Inc.
LIENOR/CLAIMANT

By: Nan Johnson

Printed Name: Nan Johnson

As its: VP of Municipal Systems

STATE OF ~~FLORIDA~~ Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 25th day of January, 2024, by Nan Johnson (name of person acknowledging), of LIENOR/CLAIMANT
Personally Known X OR Produced Identification _____ Type of Identification Produced _____

Melissa C. Stewart
(Signature of Notary Public-State of ~~Florida~~ Alabama)

Melissa C. Stewart
(Name of Notary Typed, Printed, or Stamped)

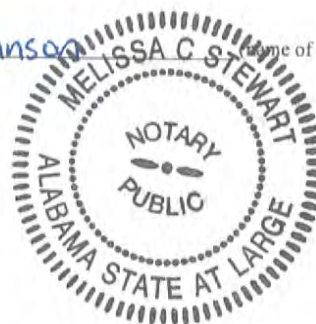


EXHIBIT "D"



Florida Design Contractors, LLC
1326 South Killian Drive
Lake Park, FL 33403
Telephone: 561 / 845-1233

**FLORIDA
FINAL RELEASE OF LIEN AND FINAL RELEASE
OF OWNER AND CONTRACTOR**

PROJECT: **Wastewater Treatment Facility (WWTF) Advanced Water Treatment Upgrade**
OWNER: **City of Zephyrhills**
CONTRACTOR: **Florida Design Contractors, LLC**
LIENOR/CLAIMANT: Allied Trucking of Central Florida

THE UNDERSIGNED, LIENOR/CLAIMANT as an inducement to payment in the amount of \$0.00, the value, receipt and sufficiency of which is hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever waive, relinquish, release and forever discharge OWNER; CONTRACTOR; and any surety on any applicable payment bond where CONTRACTOR is the Principal; and, the following described real property, to wit:

39825 Alston Avenue, Zephyrhills FL 33542

(the "PROPERTY") from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind whatsoever of LIENOR/CLAIMANT, specifically including, but not limited to, the rights contemplated by Chapters 255 and 713, Florida Statutes, arising out of or by reason of LIENOR/CLAIMANT having furnished labor, materials, equipment and/or supplies incorporated or to be incorporated into the PROPERTY or PROJECT. LIENOR/CLAIMANT further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors supplying labor, materials, equipment and/or supplies to or through LIENOR/CLAIMANT from the beginning of the PROJECT through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

This Release is full, final and complete for all labor, materials, equipment and/or supplies ever furnished or to be furnished to the PROPERTY or PROJECT, whether or not their reasonable value is represented by any amount paid heretofore or paid hereunder. The Effective Date of this Final Release for the PROPERTY and PROJECT shall be the date of its execution.

The undersigned further represents that all materials, equipment and/or supplies furnished are new, of good quality, free from defects and in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of LIENOR/CLAIMANT.

Executed by LIENOR/CLAIMANT this 22 day of January, 2024.

Allied Trucking of Central FL
LIENOR/CLAIMANT
By: [Signature]
Printed Name: DARIEL MERINO
As its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 22 day of January, 2024, by DARIEL MERINO (name of person acknowledging), of LIENOR/CLAIMANT.
Personally Known OR Produced Identification Type of Identification Produced

[Signature]
(Signature of Notary Public-State of Florida)

ARIANNA GARCIA (Name of Notary Typed, Printed, or Stamped)



EXHIBIT "D"



Florida Design Contractors, LLC
1326 South Killian Drive
Lake Park, FL 33403
Telephone: 561 / 845-1233

**FLORIDA
FINAL RELEASE OF LIEN AND FINAL RELEASE
OF OWNER AND CONTRACTOR**

PROJECT: **Wastewater Treatment Facility (WWTF) Advanced Water Treatment Upgrade**

OWNER: City of Zephyrhills

CONTRACTOR: Florida Design Contractors, LLC

LIENOR/CLAIMANT: Argos USA

THE UNDERSIGNED, LIENOR/CLAIMANT as an inducement to payment in the amount of \$0.00, the value, receipt and sufficiency of which is hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever waive, relinquish, release and forever discharge OWNER; CONTRACTOR; and any surety on any applicable payment bond where CONTRACTOR is the Principal; and, the following described real property, to wit:

39825 Alston Avenue, Zephyrhills FL 33542

(the "PROPERTY") from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind whatsoever of LIENOR/CLAIMANT, specifically including, but not limited to, the rights contemplated by Chapters 255 and 713, Florida Statutes, arising out of or by reason of LIENOR/CLAIMANT having furnished labor, materials, equipment and/or supplies incorporated or to be incorporated into the PROPERTY or PROJECT. LIENOR/CLAIMANT further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors supplying labor, materials, equipment and/or supplies to or through LIENOR/CLAIMANT from the beginning of the PROJECT through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

This Release is full, final and complete for all labor, materials, equipment and/or supplies ever furnished or to be furnished to the PROPERTY or PROJECT, whether or not their reasonable value is represented by any amount paid heretofore or paid hereunder. The Effective Date of this Final Release for the PROPERTY and PROJECT shall be the date of its execution.

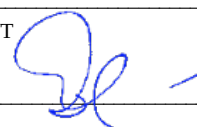
The undersigned further represents that all materials, equipment and/or supplies furnished are new, of good quality, free from defects and in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of LIENOR/CLAIMANT.

Executed by LIENOR/CLAIMANT this 24th day of January, 2024.

Argos USA, LLC

LIENOR/CLAIMANT

By: 

Printed Name: Dennis Franquinez

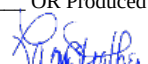
As its: Credit Supervisor

STATE OF FLORIDA

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 24th day of January, 2024, by Dennis Franquinez (name of person acknowledging), of LIENOR/CLAIMANT.

Personally Known ☒ OR Produced Identification _____ Type of Identification Produced _____


(Signature of Notary Public-State of Florida)



(Name of Notary Typed, Printed, or Stamped)

EXHIBIT "D"



Florida Design Contractors, LLC
1326 South Killian Drive
Lake Park, FL 33403
Telephone: 561 / 845-1233

**FLORIDA
FINAL RELEASE OF LIEN AND FINAL RELEASE
OF OWNER AND CONTRACTOR**

PROJECT: **Wastewater Treatment Facility (WWTF) Advanced Water Treatment Upgrade**
OWNER: **City of Zephyrhills**
CONTRACTOR: **Florida Design Contractors, LLC**
LIENOR/CLAIMANT: Ovivo USA, LLC

THE UNDERSIGNED, LIENOR/CLAIMANT as an inducement to payment in the amount of \$0.00, the value, receipt and sufficiency of which is hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever waive, relinquish, release and forever discharge OWNER; CONTRACTOR; and any surety on any applicable payment bond where CONTRACTOR is the Principal; and, the following described real property, to wit:

39825 Alston Avenue, Zephyrhills FL 33542

(the "PROPERTY") from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind whatsoever of LIENOR/CLAIMANT, specifically including, but not limited to, the rights contemplated by Chapters 255 and 713, Florida Statutes, arising out of or by reason of LIENOR/CLAIMANT having furnished labor, materials, equipment and/or supplies incorporated or to be incorporated into the PROPERTY or PROJECT. LIENOR/CLAIMANT further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors supplying labor, materials, equipment and/or supplies to or through LIENOR/CLAIMANT from the beginning of the PROJECT through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

This Release is full, final and complete for all labor, materials, equipment and/or supplies ever furnished or to be furnished to the PROPERTY or PROJECT, whether or not their reasonable value is represented by any amount paid heretofore or paid hereunder. The Effective Date of this Final Release for the PROPERTY and PROJECT shall be the date of its execution.

The undersigned further represents that all materials, equipment and/or supplies furnished are new, of good quality, free from defects and in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of LIENOR/CLAIMANT.

Executed by LIENOR/CLAIMANT this 17th day of January, 2024.

Ovivo USA, LLC

LIENOR/CLAIMANT

By: *Ken Layton*

Printed Name: Ken Layton

As its: Financial Controller

Ovivo USA, LLC Order #CSW1444; Invoice #8481575.

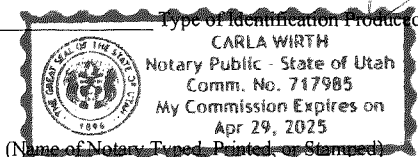
Utah
STATE OF ~~FLORIDA~~

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 17 day of January, 2024, by *Carla Wirth* (name of person acknowledging), of LIENOR/CLAIMANT.

Personally Known X OR Produced Identification _____

Carla Wirth
(Signature of Notary Public-State of ~~Florida~~ Utah)



(Name of Notary Typed, Printed, or Stamped)

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount \$42,948.73 (forty two thousand nine hundred forty eight & .73 cents) releases its right to claim a lien for labor, services or materials provided on the job of:

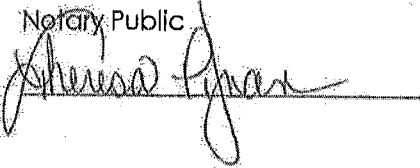
City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

Dated on this 30th day of June 2022

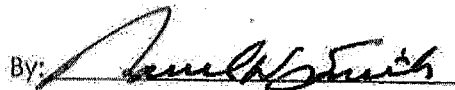
State of Florida

Lienor:
BL Smith Electric Inc
29252 US Highway 27
Dundee, FL

Notary Public

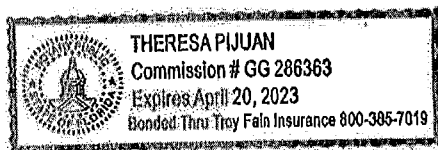


By:



Printed Name: David W. Smith

My Commission Expires: 04/20/2023



**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount \$3,296.30 (three thousand two hundred ninety six & .30 cents) releases it right to claim a lien for labor, services or materials provided on the job of:

City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

Dated on this 2 day of December 2021

State of Florida

Lienor: Guardian Equipment Inc
330 Hickman Drive
Sanford, FL

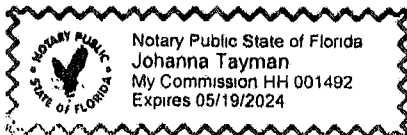
Notary Public

Johanna Tayman

By: Mark Cliburn

Printed Name: Mark Cliburn

My Commission Expires: 5/19/24



**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount \$27,500.00 (twenty seven thousand five hundred and no cents) releases its right to claim a lien for labor, services or materials provided on the job of:

City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

Dated on this 14th day of February 2022

State of Florida
County: Pasco

Lienor: Integrity Pavement
14126 N. Highway 30
Thonotosassa, FL

Notary Public

Beverly J. Hilton

By: [Signature]

Printed Name: James B. [Signature]

My Commission Expires:
April 16, 2022

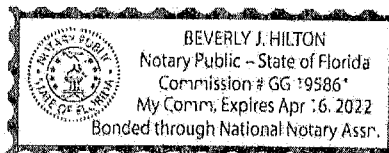


EXHIBIT "D"



Florida Design Contractors, LLC
1326 South Killian Drive
Lake Park, FL 33403
Telephone: 561 / 845-1233

**FLORIDA
FINAL RELEASE OF LIEN AND FINAL RELEASE
OF OWNER AND CONTRACTOR**

PROJECT: **Wastewater Treatment Facility (WWTF) Advanced Water Treatment Upgrade**

OWNER: **City of Zephyrhills**

CONTRACTOR: **Florida Design Contractors, LLC**

LIENOR/CLAIMANT: Parkson Corporation

THE UNDERSIGNED, LIENOR/CLAIMANT as an inducement to payment in the amount of \$25,000, the value, receipt and sufficiency of which is hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever waive, relinquish, release and forever discharge OWNER; CONTRACTOR; and any surety on any applicable payment bond where CONTRACTOR is the Principal; and, the following described real property, to wit:

39825 Alston Avenue, Zephyrhills FL 33542

(the "PROPERTY") from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind whatsoever of LIENOR/CLAIMANT, specifically including, but not limited to, the rights contemplated by Chapters 255 and 713, Florida Statutes, arising out of or by reason of LIENOR/CLAIMANT having furnished labor, materials, equipment and/or supplies incorporated or to be incorporated into the PROPERTY or PROJECT. LIENOR/CLAIMANT further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors supplying labor, materials, equipment and/or supplies to or through LIENOR/CLAIMANT from the beginning of the PROJECT through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

This Release is full, final and complete for all labor, materials, equipment and/or supplies ever furnished or to be furnished to the PROPERTY or PROJECT, whether or not their reasonable value is represented by any amount paid heretofore or paid hereunder. The Effective Date of this Final Release for the PROPERTY and PROJECT shall be the date of its execution.

The undersigned further represents that all materials, equipment and/or supplies furnished are new, of good quality, free from defects and in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of LIENOR/CLAIMANT.

Executed by LIENOR/CLAIMANT this 14 day of March, 2023.

RECEIVED

MAR 15 2023

BY: _____

PARKSON CORPORATION
LIENOR/CLAIMANT

By: [Signature]

Printed Name: ANDREW SINGER

As its: CONTRACTS MANAGER

STATE OF FLORIDA

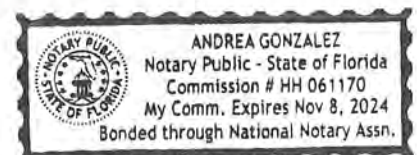
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of March, 2023, by ANDREW SINGER (name of person acknowledging), of LIENOR/CLAIMANT.

Personally Known ☒ OR Produced Identification _____ Type of Identification Produced _____

[Signature]
(Signature of Notary Public-State of Florida)

Andrea Gonzalez
(Name of Notary Typed, Printed, or Stamped)



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of
\$ **10.00** Hereby waives and releases its lien and right to claim
A lien for labor, services or materials furnished to B. L. Smith Electric, Inc.
On the job of WWTF Advanced Water Treatment Upgrade to the following described
property:

City of Zephyrhills WTF
39825 Alston Ave
Zephyrhills, Pasco County, FL 33542

Rexel USA
Ref: 1080360

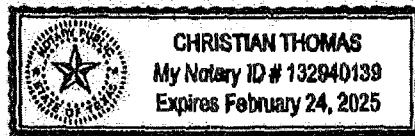
Description of labor and/or materials furnished:
Wholesale electrical materials and supplies

DATED on DECEMBER 9, 20 21.

Rexel USA
By 
Printed Name DAVID WELCH

Sworn and subscribed before me by
DAVID WELCH
Who produces his (KNOWN)
As identification and who did take
An oath this 9 day of DECEMBER
2021.


Notary Public
My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).
Effective October 1, 1996, a person may not require a lienor to furnish a waiver
or release of lien that is different from the statutory form.

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount \$43,927.50 (forty three thousand nine hundred twenty seven & .50 cents) releases it right to claim a lien for labor, services or materials provided on the job of:

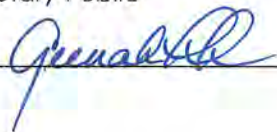
City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

Dated on this day of 2022

State of Florida

Lienor: Southeast Abatement
230 Commerce Drive North
Largo, FL

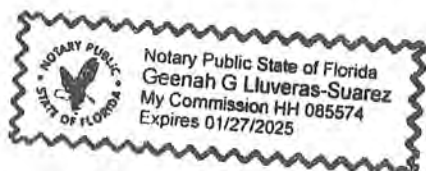
Notary Public



By: 

Printed Name: SEBASTIAN A. NAVA

My Commission Expires:



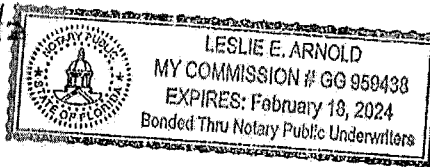
WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount \$4,370.52 (four thousand three hundred seventy & .52 cents) releases it right to claim a lien for labor, services or materials provided on the job of:

City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

Dated on this 2nd day of May 2022

State of Florida



Lienor: Universal Painting Corp
136 Shell Falls Drive
Apollo Beach, FL

Notary Public

Leslie E. Arnold

By: _____

Printed Name: John P. Abdrich

My Commission Expires: 2/18/24

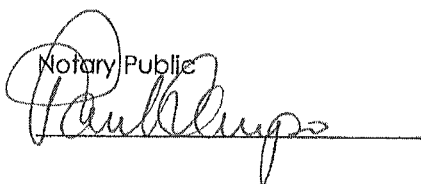
**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount \$46,233.40 (forty six thousand two hundred thirty three & .40 cents) releases it right to claim a lien for labor, services or materials provided on the job of:

City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

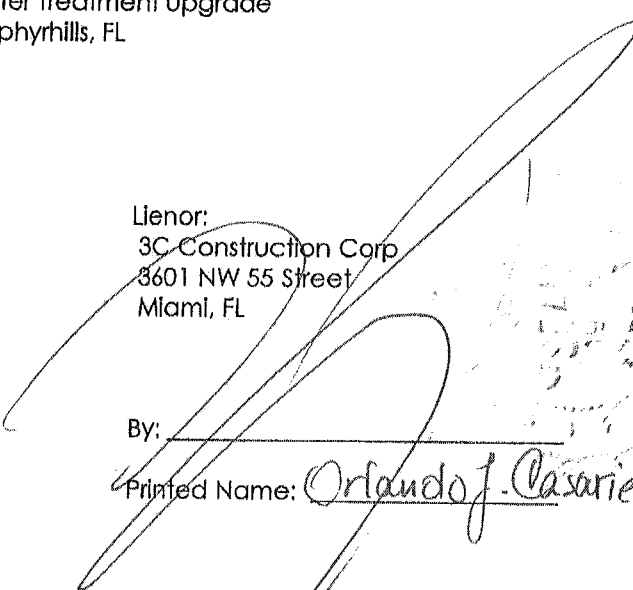
Dated on this 19 day of August 2021

State of FL

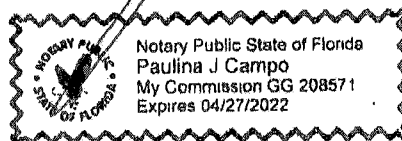
Notary Public


My Commission Expires: 4/27/22

Lienor:
3C Construction Corp
3601 NW 55 Street
Miami, FL

By: 

Printed Name: Orlando J. Casariego



FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of **\$8,409.12** waives and releases its lien and right to claim a lien for labor, services or materials furnished to **3C CONSTRUCTION CORP.** under contract with **FLORIDA DESIGN CONSTRUCTORS INC.** on the job of **CITY OF ZEPHYRHILLS, FLORIDA** to the following described property:

Job Name: **WASTERWATER TREATMENT FASCILITY ADVANCED WATER TREATMENT UPGRADE**
Address: **39825 ALSTON AVENUE**
City/ Stat **ZEPHYRHILLS, FLORIDA**

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Final Release to be executed on this 1 day of June, 2021.

Lienor's Name: **C&C CONCRETE PUMPING**

By 

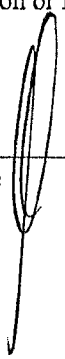
Printed Name Georgette Chacin

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

State of **FLORIDA**

County of Dade

Personally appeared before me, this 1 day of June 2021, Georgette Chacin who being duly sworn on oath says that he/she is Assistant Mgr of **C&C CONCRETE PUMPING** and that he/she hereby acknowledged that he/she executed the above Affidavit and Final Release on behalf of the Corporation or Entity as its free act and deed.


Notary Public



CARLOS CASTANEDA
Commission # GG 268718
Expires January 17, 2023
Bonded thru Budget Notary Services

Commission expires

14925060
4

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of \$42,958.27 waives and releases its lien and right to claim a lien for labor, services or materials furnished to **3C CONSTRUCTION CORP.** under contract with **FLORIDA DESIGN CONSTRUCTORS INC.** on the job of CITY OF ZEPHYRHILLS, FLORIDA to the following described property:

Job Name: **WASTERWATER TREATMENT FASCILITY ADVANCED WATER TREATMENT UPGRADE**
Address: **39825 ALSTON AVENUE**
City/ State: **ZEPHYRHILLS, FLORIDA**

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Final Release to be executed on this 28th day of May, 2024.

Lienor's Name: **CEMEX**

By [Signature]

Printed Name HERMINIA CEPERO
CREDIT SPECIALIST

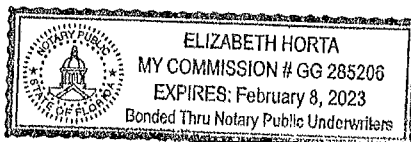
NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

State of **FLORIDA**

County of Dade

Personally appeared before me, this 28th day of May, 2024, HERMINIA CEPERO
who being duly sworn on oath says that he/she is Credit Specialist of **CEMEX**
and that he/she hereby acknowledged that he/she executed the above Affidavit and Final Release on behalf of the Corporation or Entity as its free act and deed.

[Signature]
Notary Public



Commission expires

ABOVE RELEASE OF LIEN APPLIES TO

MATERIALS ONLY FURNISHED

TO 3C Construction Corp

FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the progress payment in the amount of Ten Dollars (\$10.00) does fully and finally waive, release, and relinquish its right to claim a lien or liens for work performed or materials furnished to LEESBURG CONCRETE COMPANY, INC., on the job of:

City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

Dated on this 19th day of August 2021

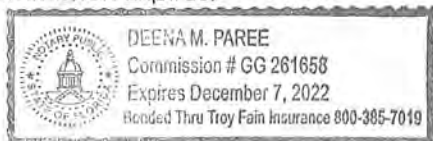
State of Florida

Lienor: Stan Weaver & Company
3363 All American Blvd,
Orlando, FL

Notary Public



Commission Expires: 12/07/2022



By:



Printed Name: Gavin D Roberts, Vice President

CONDITIONAL
FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of 1,485.00 waives and releases its lien and right to claim a lien for labor, services or materials furnished to **3C CONSTRUCTION CORP.** under contract with **FLORIDA DESIGN CONSTRUCTORS INC.** on the job of **CITY OF ZEPHYRHILLS, FLORIDA** to the following described property:

Job Name: **WASTERWATER TREATMENT FASCILITY ADVANCED WATER TREATMENT UPGRADE**
Address: **39825 ALSTON AVENUE**
City/ Sta: **ZEPHYRHILLS, FLORIDA**

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Final Release to be executed on this 14 day of JUNE, 2021.

Lienor's Name: Sunbelt Rentals

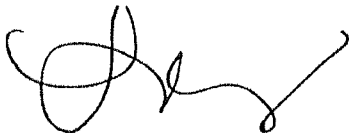
By _____

Printed Name DANNY CHIPP

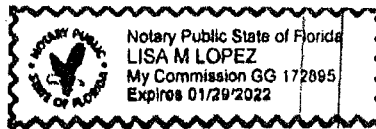
NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

State of **FLORIDA**
County of ORANGE

Personally appeared before me, this 14 day of JUNE, 2021, DANNY CHIPP
who being duly sworn on oath says that he/she is _____ of **Sunbelt Rentals**
and that he/she hereby acknowledged that he/she executed the above Affidavit and Final Release on behalf of the Corporation or Entity as its free act and deed.



Notary Public



Commission expires

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount \$117,573.74 (one hundred seventeen thousand five hundred seventy three & .74 cents) releases its right to claim a lien for labor, services or materials provided on the job of:

City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

Dated on this 15th day of July 2021

State of Alabama

Lienor: Thompson Fabricating LLC
PO Box 11407
Birmingham, AL

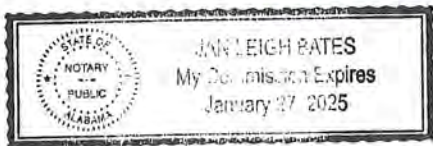
Notary Public

Jane Leigh Bates

By: Spencer Turner

Printed Name: Spencer Turner, VP

My Commission Expires: 01/27/2025



**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount \$20,096.35 (twenty thousand ninety six & .35 cents) releases its right to claim a lien for labor, services or materials provided on the job of:

City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

Dated on this day of 2021

State of

Lienor: Earth Tech, LLC
2620 Hunt Road
Land O Lakes, FL

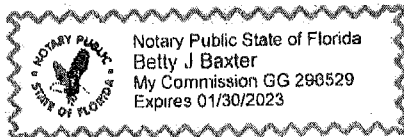
Notary Public

Betty J. Baxter

By: *[Signature]*

Printed Name: *Michael Simpson*

My Commission Expires:



FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of **\$10.00** waives and releases its lien and right to claim a lien for labor, services or materials furnished to **3C CONSTRUCTION CORP.** under contract with **FLORIDA DESIGN CONSTRUCTORS INC.** on the job of **CITY OF ZEPHYRHILLS, FLORIDA** to the following described property:

Job Name: **WASTERWATER TREATMENT FASCILITY ADVANCED WATER TREATMENT UPGRADE**
Address: **3 39825 ALSTON AVENUE**
City/ State: **ZEPHYRHILLS, FLORIDA**

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Final Release to be executed on this 1 day of June, 2021.

Lienor's Name: **G. Proulx Building Products LLC**

By _____

Printed Name Samantha Duchene

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

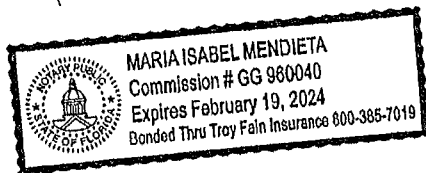
State of **FLORIDA**

County of Broward

Personally appeared before me, this 1 day of June, 2021, Samantha Duchene who being duly sworn on oath says that he/she is AR Supervisor of **G. Proulx Building Products LLC** and that he/she hereby acknowledged that he/she executed the above Affidavit and Final Release on behalf of the Corporation or Entity as its free act and deed.

Notary Public

FEB 19, 2024
Commission expires



**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount \$148,569.18 (one hundred forty eight thousand five hundred sixty nine & .18 cents) releases it right to claim a lien for labor, services or materials provided on the job of:

City of Zephyrhills
Advanced Water Treatment Upgrade
Zephyrhills, FL

Dated on this 23 day of April 2021

State of FLORIDA

Lienor: Grandview Pipe & Supply
PO Box 470933
Lake Monroe, FL

Notary Public

Kristen Vaughan

BY: Jayce Cunningham

Printed Name: Jayce Cunningham

My Commission Expires:



FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of \$10.00 waives and releases its lien and right to claim a lien for labor, services or materials furnished to **3C CONSTRUCTION CORP.** under contract with **FLORIDA DESIGN CONSTRUCTORS INC.** on the job of CITY OF ZEPHYRHILLS, FLORIDA to the following described property:

Job Name: **WASTERWATER TREATMENT FASCILITY ADVANCED WATER TREATMENT UPGRADE**
Address: **3 39825 ALSTON AVENUE**
City/ State: **ZEPHYRHILLS, FLORIDA**

IN WITNESS THEREOF, THE UNDERSIGNED has caused this Affidavit and Final Release to be executed on this 28th day of April, 2021.

Lienor's Name: PERI FORMWORKS SYSTEMS

By *Stephanie Wilkinson*

Printed Name Stephanie Wilkinson

Credit Manager

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

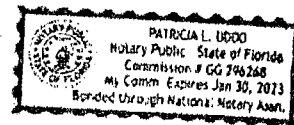
State of **FLORIDA**

County of Lake

Personally appeared before me, this 28th day of April, 2021, Stephanie Wilkinson who being duly sworn on oath says that he/she is Credit Manager of Peri Formworks Systems and that he/she hereby acknowledged that he/she executed the above Affidavit and Final Release on behalf of the Corporation or Entity as its free act and deed.

Patricia L. Woods

Notary Public



Commission expires

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Via Engineer: Jones Edmunds
324 South Hyde Park Ave.
Tampa, FL 33606

From Contractor: Florida Design Contractors, Inc.
1326 S. Killian Drive
Lake Park, Florida 33403

Advanced Water Treatment Upgrade

Application No: 23
Period To: 5/30/2023
Final



FDC Project No.: 1490
Owner Project No.: 11-19-09
Owner Purchase Order No.: 20200961

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with contract.

1 ORIGINAL CONTRACT SUM	\$	7,414,000.00
2 Net change by Change Orders	\$	(1,930,949.77)
3 CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	5,483,050.23
4 TOTAL COMPLETED & STORED TO DATE	\$	5,483,050.23
5 RETAINAGE		
a. Fixed % of Completed Work	\$	0.00
b. 0% of Stored Materials	\$	(0.00)
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	5,483,050.23
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	5,471,097.68
8 CURRENT PAYMENT DUE	\$	11,952.55
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	-

CHANGE ORDER SUMMARY		
Description	Deductions	Additions
Total changes approved in previous months by Owner	\$ (1,998,986.18)	\$ 118,234.91
Total approved this Month	\$ (50,198.50)	\$ -
TOTALS	\$ (2,049,184.68)	\$ 118,234.91
NET CHANGES by Change Order	\$	(1,930,949.77)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: FLORIDA DESIGN CONTRACTORS, INC.

By: [Signature] Date: 3/13/2025
Kenneth D. Boone, Sr. Vice President

State of: Florida
County of: Palm Beach

Subscribed and sworn to before me this 13 day of 3/1/2025

Notary Public: [Signature] Seal: JENNIFER NEAL CARRIKER
Notary Public
State of Florida
Comm# HH425087
Expires 7/24/2027

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed as indicated, and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: [Signature] Date: 4/23/25
GSEFWCHT / JONES EDMUNDS

Amount Certified \$ 11,952.55

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

To: City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542	From: Florida Design Contractors, Inc. 1326 S. Killian Drive Lake Park, Florida 33403 561-845-1233	Project: Zephyrhills WWTF Advanced Water Treatment Upgrade FDC Project No.: 1490 Owner Project No.: 11-19-09 Owner PO No.: 20200961	Pay App #: 23 5/1/2022 Period From: 5/30/2023 Period To:	
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Bid Item #	Description	Quantity	Unit	Unit Price	Scheduled Value	Previous Work Completed	% Prev. Complete	Work Completed This Period	% This Complete	Material Stored This Period	Total Completed & Stored To Date	% Total Complete	Balance To Complete	Retention
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
BID ITEM NO. 1.0 - Mobilization, Demobilization, Performance and Payment Bonds, Health and Safety and General Conditions														
1.	Pre-Construction Video	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
2.	Bonds and Insurance	1	LS	\$45,000.00	\$45,000.00	45,000.00	100%	0.00	0%	0.00	45,000.00	100%	\$0.00	0.00
3.	Mobilization (20% per 01200)	1	LS	\$60,000.00	\$60,000.00	60,000.00	100%	0.00	0%	0.00	60,000.00	100%	\$0.00	0.00
4.	Demobilization (10% per 01200)	1	LS	\$30,000.00	\$30,000.00	30,000.00	100%	0.00	0%	0.00	30,000.00	100%	\$0.00	0.00
5.	GC's (\$160,000 @ 12mths / \$13,333.33 or 8.33333%)	1	LS	\$160,000.00	\$160,000.00	160,000.00	100%	0.00	0%	0.00	160,000.00	100%	\$0.00	0.00
	Subtotals				\$300,000.00	\$300,000.00		\$0.00		\$0.00	\$300,000.00		\$0.00	\$0.00
BID ITEM NO. 2.0 - Environmental Protection														
1.	Environmental Protection (40% upon delivery & setup)	1	LS	\$10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
	Subtotals				\$10,000.00	\$10,000.00		\$0.00		\$0.00	\$10,000.00		\$0.00	\$0.00
BID ITEM NO. 3.0 - Construction Survey and Layout														
1.	Construction Survey and Layout (40% upon initial layout)	1	LS	\$ 25,000.00	\$25,000.00	25,000.00	100%	0.00	0%	0.00	25,000.00	100%	\$0.00	0.00
	Subtotals				\$25,000.00	\$25,000.00		\$0.00		\$0.00	\$25,000.00		\$0.00	\$0.00
BID ITEM NO. 4.0 - Dentrification Filter and Wet Well - Structure and Filter														
1.	Excavation, Backfill and Compaction	1	LS	\$ 65,000.00	\$65,000.00	65,000.00	100%	0.00	0	0.00	65,000.00	100%	\$0.00	0.00
2.	Concrete													
a.	Submittals	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
b.	Form & Pour - Foundation Slab	1	LS	\$ 235,000.00	\$235,000.00	235,000.00	100%	0.00	0%	0.00	235,000.00	100%	\$0.00	0.00
c.	Form & Pour - Walls	1	LS	\$ 400,000.00	\$400,000.00	400,000.00	100%	0.00	0%	0.00	400,000.00	100%	\$0.00	0.00
d.	Form & Pour - Troughs	1	LS	\$ 35,000.00	\$35,000.00	35,000.00	100%	0.00	0%	0.00	35,000.00	100%	\$0.00	0.00
3.	Pipe Systems													
a.	Furnish & Install - 30" Inf., 24" Eff./Bypass, 8"4" Drain in/Unders	1	LS	\$ 120,000.00	\$120,000.00	120,000.00	100%	0.00	0%	0.00	120,000.00	100%	\$0.00	0.00
b.	Furnish & Install - 20" Knife Gate Valves	1	LS	\$ 150,000.00	\$150,000.00	150,000.00	100%	0.00	0%	0.00	150,000.00	100%	\$0.00	0.00
c.	Furnish & Install - 2" Plant Service Water	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
d.	Furnish & Install - 1" Compressed Air	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
4.	Filter System													
a.	Submittals	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
b.	Furnish and Install Filter Equipment	1	LS	\$ 1,450,000.00	\$1,450,000.00	1,450,000.00	100%	0.00	0%	0.00	1,450,000.00	100%	\$0.00	0.00
c.	Start-Up & Commissioning	1	LS	\$ 25,000.00	\$25,000.00	23,750.00	95%	1,250.00	5%	0.00	25,000.00	100%	\$0.00	0.00
5.	Weir Plates													
a.	Submittals	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
b.	Furnish and Install Weir Plates	1	LS	\$ 45,000.00	\$45,000.00	45,000.00	100%	0.00	0%	0.00	45,000.00	100%	\$0.00	0.00
6.	Pressure and Hydrostatic Testing													
a.	Pressure Testing	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
b.	Water Tightness	1	LS	\$ 8,000.00	\$8,000.00	8,000.00	100%	0.00	0%	0.00	8,000.00	100%	\$0.00	0.00
7.	Miscellaneous Metals													
a.	Furnish & Install Grating & Embeds	1	LS	\$ 75,000.00	\$75,000.00	75,000.00	100%	0.00	0%	0.00	75,000.00	100%	\$0.00	0.00
b.	Furnish & Install Stair	1	LS	\$ 83,000.00	\$83,000.00	83,000.00	100%	0.00	0%	0.00	83,000.00	100%	\$0.00	0.00
c.	Furnish & Install Handrail	1	LS	\$ 55,000.00	\$55,000.00	55,000.00	100%	0.00	0%	0.00	55,000.00	100%	\$0.00	0.00
d.	Furnish & Install Hose Racks	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
8.	Coatings	1	LS	\$ 95,000.00	\$95,000.00	95,000.00	100%	0.00	0%	0.00	95,000.00	100%	\$0.00	0.00
	Subtotals				\$2,896,000.00	\$2,894,750.00		\$1,250.00		\$0.00	\$2,896,000.00	100%	\$0.00	\$0.00
BID ITEM NO. 5.0 -MCC Building for Filter Influent Pump Station and Filter														
1.	Finish Grade and Compaction	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
2.	Concrete													
a.	Form & Pour - Foundation Slab	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
3.	Precast Building													
a.	Engineering	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
b.	Furnish & Install MCC Prefab. Building	1	LS	\$ 105,000.00	\$105,000.00	105,000.00	100%	0.00	0%	0.00	105,000.00	100%	\$0.00	0.00
	Subtotals				\$150,000.00	\$150,000.00		\$0.00		\$0.00	\$150,000.00	100%	\$0.00	\$0.00
BID ITEM NO. 6.0 - Air Compressor Building and Compressed Air														
1.	Finish Grade and Compaction	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
2.	Concrete													
a.	Form & Pour - Foundation Slab Building	1	LS	\$ 23,000.00	\$23,000.00	23,000.00	100%	0.00	0%	0.00	23,000.00	100%	\$0.00	0.00
b.	Form & Pour - Foundation Slab Carbon Feed Area	1	LS	\$ 9,000.00	\$9,000.00	9,000.00	100%	0.00	0%	0.00	9,000.00	100%	\$0.00	0.00
3.	Precast Building													
a.	Engineering	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
b.	Furnish & Install Air Compressor Prefab. Building	1	LS	\$ 147,000.00	\$147,000.00	147,000.00	100%	0.00	0%	0.00	147,000.00	100%	\$0.00	0.00
4.	Furnish & Install Compressors	1	LS	\$ 25,000.00	\$25,000.00	25,000.00	100%	0.00	0%	0.00	25,000.00	100%	\$0.00	0.00
5.	Furnish & Install Receiving Tank	1	LS	\$ 3,000.00	\$3,000.00	3,000.00	100%	0.00	0%	0.00	3,000.00	100%	\$0.00	0.00
6.	Furnish & Install Regulators, Filters & Dryers	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00

To: City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542	From: Florida Design Contractors, Inc. 1326 S. Killian Drive Lake Park, Florida 33403 561-845-1233	Project: Zephyrhills WWTF Advanced Water Treatment Upgrade FDC Project No.: 1490 Owner Project No.: 11-19-09 Owner PO No.: 20200961	Pay App #: 23 5/1/2022 Period From: 5/30/2023 Period To:	
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Bid Item #	Description	Quantity	Unit	Unit Price	Scheduled Value	Previous Work Completed	% Prev. Complete	Work Completed This Period	% This Complete	Material Stored This Period	Total Completed & Stored To Date	% Total Complete	Balance To Complete	Retention
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
9.	Start-Up & Commissioning of Compressed Air System	1	LS	\$ 3,000.00	\$3,000.00	3,000.00	100%	0.00	0%	0.00	3,000.00	100%	\$0.00	0.00
	Subtotals				\$250,000.00	\$250,000.00		\$0.00		\$0.00	\$250,000.00	100%	\$0.00	\$0.00

BID ITEM NO. 7.0 - Carbon Feed Skid and Components

1.	Chemical Metering Skid, Pumps and Enclosure													
a.	Submittals	1	LS	\$ 7,000.00	\$7,000.00	7,000.00	100%	0.00	0%	0.00	7,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 95,000.00	\$95,000.00	95,000.00	100%	0.00	0%	0.00	95,000.00	100%	\$0.00	0.00
c.	Start-Up & Commissioning	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
2.	Furnish & Install Emergency Shower	1	LS	\$ 6,000.00	\$6,000.00	6,000.00	100%	0.00	0%	0.00	6,000.00	100%	\$0.00	0.00
3.	Furnish & Install Hydrant & Hose Rack	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
4.	Potable and Chemical Piping Connections	1	LS	\$ 7,000.00	\$7,000.00	7,000.00	100%	0.00	0%	0.00	7,000.00	100%	\$0.00	0.00
	Subtotals				\$125,000.00	\$125,000.00		\$0.00		\$0.00	\$125,000.00	100%	\$0.00	\$0.00

BID ITEM NO. 8.0 - Filter Influent Pump Station and Flow Meter

1.	Excavation, Backfill and Compaction	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
2.	Concrete													
a.	Form & Pour - Foundation Slab	1	LS	\$ 12,000.00	\$12,000.00	12,000.00	100%	0.00	0%	0.00	12,000.00	100%	\$0.00	0.00
b.	Form & Pour - Pipe Supports	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
3.	Pumps													
a.	Submittals	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 190,000.00	\$190,000.00	190,000.00	100%	0.00	0%	0.00	190,000.00	100%	\$0.00	0.00
c.	Start-Up & Commissioning	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
4.	Pipe Systems													
a.	Pump Suction	1	LS	\$ 150,000.00	\$150,000.00	150,000.00	100%	0.00	0%	0.00	150,000.00	100%	\$0.00	0.00
b.	Pump Discharge	1	LS	\$ 60,000.00	\$60,000.00	60,000.00	100%	0.00	0%	0.00	60,000.00	100%	\$0.00	0.00
c.	Pipe Supports	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
5.	Coatings	1	LS	\$ 13,000.00	\$13,000.00	13,000.00	100%	0.00	0%	0.00	13,000.00	100%	\$0.00	0.00
	Subtotals				\$450,000.00	\$450,000.00		\$0.00		\$0.00	\$450,000.00	100%	\$0.00	\$0.00

BID ITEM NO. 9.0 - Yard Piping

1.	Site Investigation	1	LS	\$ 50,000.00	\$50,000.00	50,000.00	100%	0.00	0%	0.00	50,000.00	100%	\$0.00	0.00
2.	Furnish & Install - 30" Secondary Effluent													
a.	Excavation, Backfill and Compaction	1	LS	\$ 50,000.00	\$50,000.00	50,000.00	100%	0.00	0%	0.00	50,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 175,000.00	\$175,000.00	175,000.00	100%	0.00	0%	0.00	175,000.00	100%	\$0.00	0.00
c.	Pressure Testing	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
3.	24" Filter Bypass/Effluent													
a.	Excavation, Backfill and Compaction	1	LS	\$ 75,000.00	\$75,000.00	75,000.00	100%	0.00	0%	0.00	75,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 225,000.00	\$225,000.00	225,000.00	100%	0.00	0%	0.00	225,000.00	100%	\$0.00	0.00
c.	Pressure Testing	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
4.	4"/8" Drain													
a.	Excavation, Backfill and Compaction	1	LS	\$ 20,000.00	\$20,000.00	20,000.00	100%	0.00	0%	0.00	20,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 65,000.00	\$65,000.00	65,000.00	100%	0.00	0%	0.00	65,000.00	100%	\$0.00	0.00
c.	Pressure Testing	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
5.	20" Pump Discharge to FM Station													
a.	Excavation, Backfill and Compaction	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 40,000.00	\$40,000.00	40,000.00	100%	0.00	0%	0.00	40,000.00	100%	\$0.00	0.00
c.	Pressure Testing	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
6.	6" FM Relocation													
a.	Excavation, Backfill and Compaction	1	LS	\$ 30,000.00	\$30,000.00	30,000.00	100%	0.00	0%	0.00	30,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
c.	Pressure Testing	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
7.	1" Compressed Air													
a.	Excavation, Backfill and Compaction	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 20,000.00	\$20,000.00	20,000.00	100%	0.00	0%	0.00	20,000.00	100%	\$0.00	0.00
c.	Pressure Testing	1	LS	\$ 3,000.00	\$3,000.00	3,000.00	100%	0.00	0%	0.00	3,000.00	100%	\$0.00	0.00
8.	1 1/2" Phosphorous Removal Chemical Feed													
a.	Excavation, Backfill and Compaction	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
c.	Pressure Testing	1	LS	\$ 3,000.00	\$3,000.00	3,000.00	100%	0.00	0%	0.00	3,000.00	100%	\$0.00	0.00
9.	1 1/2" Carbon Feed													
a.	Excavation, Backfill and Compaction	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
c.	Pressure Testing	1	LS	\$ 3,000.00	\$3,000.00	3,000.00	100%	0.00	0%	0.00	3,000.00	100%	\$0.00	0.00
10.	1" Sample Piping													
a.	Excavation, Backfill and Compaction	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
b.	Furnish & Install	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
c.	Pressure Testing	1	LS	\$ 3,000.00	\$3,000.00	3,000.00	100%	0.00	0%	0.00	3,000.00	100%	\$0.00	0.00

To: City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542	From: Florida Design Contractors, Inc. 1326 S. Killian Drive Lake Park, Florida 33403 561-845-1233	Project: Zephyrhills WWTF Advanced Water Treatment Upgrade FDC Project No.: 1490 Owner Project No.: 11-19-09 Owner PO No.: 20200961	Pay App #: 23 5/1/2022 5/30/2023	
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Bid Item # (A)	Description (B)	Quantity (C)	Unit (D)	Unit Price (E)	Scheduled Value (F)	Previous Work Completed (G)	% Prev. Complete (H)	Work Completed This Period (I)	% This Complete (J)	Material Stored This Period (K)	Total Completed & Stored To Date (L)	% Total Complete (M)	Balance To Complete (N)	Retention (O)
11.	2" Plant Service Water													
	a. Excavation, Backfill and Compaction	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
	b. Furnish & Install	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
	c. Pressure Testing	1	LS	\$ 3,000.00	\$3,000.00	3,000.00	100%	0.00	0%	0.00	3,000.00	100%	\$0.00	0.00
12.	3"/2" Condensate Drain/ARV Drain													
	a. Excavation, Backfill and Compaction	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
	b. Furnish & Install	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
	Subtotals				\$925,000.00	\$925,000.00		\$0.00		\$0.00	\$925,000.00	100%	\$0.00	\$0.00

BID ITEM NO. 10.0 - Grading, Seeding and Sodding (Including Stormwater)

1.	Sod and Seeding	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
2.	Remove/Abandon 30" Drainage Piping	1	LS	\$ 40,000.00	\$40,000.00	40,000.00	100%	0.00	0%	0.00	40,000.00	100%	\$0.00	0.00
3.	Furnish & Install New 24" RCP and Endwalls	1	LS	\$ 65,000.00	\$65,000.00	65,000.00	100%	0.00	0%	0.00	65,000.00	100%	\$0.00	0.00
4.	Furnish & Install Riprap	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
5.	Site Grading	1	LS	\$ 25,000.00	\$25,000.00	25,000.00	100%	0.00	0%	0.00	25,000.00	100%	\$0.00	0.00
6.	Stormwater Pond Modifications	1	LS	\$ 50,000.00	\$50,000.00	50,000.00	100%	0.00	0%	0.00	50,000.00	100%	\$0.00	0.00
	Subtotals				\$210,000.00	\$210,000.00		\$0.00		\$0.00	\$210,000.00	100%	\$0.00	\$0.00

BID ITEM NO. 11.0 - Paving

1.	Removal and Disposal of Existing Asphalt	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
2.	Asphalt Pavement	1	LS	\$ 30,000.00	\$30,000.00	30,000.00	100%	0.00	0%	0.00	30,000.00	100%	\$0.00	0.00
	Subtotals				\$45,000.00	\$45,000.00		\$0.00		\$0.00	\$45,000.00	100%	\$0.00	\$0.00

BID ITEM NO. 12.0 - Electrical Work

1.	Mobilization	1	LS	\$ 35,000.00	\$35,000.00	35,000.00	100%	0.00	0%	0.00	35,000.00	100%	\$0.00	0.00
2.	Furnish & Install Temporary Power and Lighting	1	LS	\$ 30,000.00	\$30,000.00	30,000.00	100%	0.00	0%	0.00	30,000.00	100%	\$0.00	0.00
3.	Furnish & Install Underground Ductbanks	1	LS	\$ 165,000.00	\$165,000.00	165,000.00	100%	0.00	0%	0.00	165,000.00	100%	\$0.00	0.00
4.	Rough-in Above Ground Conduits	1	LS	\$ 110,000.00	\$110,000.00	110,000.00	100%	0.00	0%	0.00	110,000.00	100%	\$0.00	0.00
5.	Wires & Terminations	1	LS	\$ 145,000.00	\$145,000.00	145,000.00	100%	0.00	0%	0.00	145,000.00	100%	\$0.00	0.00
6.	Furnish & Install Switchgear	1	LS	\$ 190,000.00	\$190,000.00	190,000.00	100%	0.00	0%	(0.00)	190,000.00	100%	\$0.00	0.00
7.	Furnish & Install Grounding	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
8.	Furnish & Install Lightning Protection	1	LS	\$ 25,000.00	\$25,000.00	25,000.00	100%	0.00	0%	0.00	25,000.00	100%	\$0.00	0.00
9.	Furnish & Install Lighting Fixtures	1	LS	\$ 40,000.00	\$40,000.00	40,000.00	100%	0.00	0%	0.00	40,000.00	100%	\$0.00	0.00
10.	Electrical Demolition	1	LS	\$ 20,000.00	\$20,000.00	20,000.00	100%	0.00	0%	0.00	20,000.00	100%	\$0.00	0.00
11.	Testing	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
	Subtotals				\$790,000.00	\$790,000.00		\$0.00		\$0.00	\$790,000.00	100%	\$0.00	\$0.00

BID ITEM NO. 13.0 - Instrumentation (Including Integration)

1.	Control Panels													
	a. Submittals	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
	b. Furnish & Install PLC-MCC	1	LS	\$ 100,000.00	\$100,000.00	100,000.00	100%	0.00	0%	0.00	100,000.00	100%	\$0.00	0.00
	c. Furnish & Install Sample Pump Control Panel	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
2.	Instrumentation													
	a. Submittals	1	LS	\$ 7,500.00	\$7,500.00	7,500.00	100%	0.00	0%	0.00	7,500.00	100%	\$0.00	0.00
	b. Furnish & Install Magnetic Flow Meters	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
	c. Furnish & Install Level Transmitters	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
	d. Furnish & Install Float Switches	1	LS	\$ 4,000.00	\$4,000.00	4,000.00	100%	0.00	0%	0.00	4,000.00	100%	\$0.00	0.00
	e. Furnish & Install Pressure Switches	1	LS	\$ 6,000.00	\$6,000.00	6,000.00	100%	0.00	0%	0.00	6,000.00	100%	\$0.00	0.00
	f. Furnish & Install Flow Switches	1	LS	\$ 7,000.00	\$7,000.00	7,000.00	100%	0.00	0%	0.00	7,000.00	100%	\$0.00	0.00
	g. Furnish & Install Pressure Transmitters	1	LS	\$ 6,000.00	\$6,000.00	6,000.00	100%	0.00	0%	0.00	6,000.00	100%	\$0.00	0.00
3.	Networking													
	a. Submittals	1	LS	\$ 7,500.00	\$7,500.00	7,500.00	100%	0.00	0%	0.00	7,500.00	100%	\$0.00	0.00
	b. Furnish & Install Fiber Optic System	1	LS	\$ 25,000.00	\$25,000.00	25,000.00	100%	0.00	0%	0.00	25,000.00	100%	\$0.00	0.00
	c. Terminate & Test	1	LS	\$ 7,000.00	\$7,000.00	7,000.00	100%	0.00	0%	0.00	7,000.00	100%	\$0.00	0.00
4.	Software and Programming													
	a. Scada, PLC and OIT programming	1	LS	\$ 25,000.00	\$25,000.00	25,000.00	100%	0.00	0%	0.00	25,000.00	100%	\$0.00	0.00
5.	Engineering, Testing and Training													
	a. Field Instrument Calibration	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
	b. Start-up / Loop Testing	1	LS	\$ 15,000.00	\$15,000.00	15,000.00	100%	0.00	0%	0.00	15,000.00	100%	\$0.00	0.00
	c. Training	1	LS	\$ 5,000.00	\$5,000.00	4,750.00	95%	250.00	5%	0.00	5,000.00	100%	\$0.00	0.00
	Subtotals				\$275,000.00	\$274,750.00		\$250.00	0%	\$0.00	\$275,000.00	100.00%	\$0.00	\$0.00

BID ITEM NO. 14.0 - Compaction Grouting

1.	Compression Grouting (559cyds total)	700	CY	\$ 165.00	\$115,500.00	92,235.00	80%	23,265.00	20%	0.00	115,500.00	100%	\$0.00	0.00
	Subtotals				\$115,500.00	\$92,235.00		\$23,265.00		\$0.00	\$115,500.00	100%	\$0.00	\$0.00

BID ITEM NO. 15.0 - Stone Columns

To: City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542		From: Florida Design Contractors, Inc. 1326 S. Killian Drive Lake Park, Florida 33403 561-845-1233		Project: Zephyrhills WWTF Advanced Water Treatment Upgrade FDC Project No.: 1490 Owner Project No.: 11-19-09 Owner PO No.: 20200961		Pay App #: 23 5/1/2022 Period From: 5/30/2023 Period To:								
Bid Item # (A)	Description (B)	Quantity (C)	Unit (D)	Unit Price (E)	Scheduled Value (F)	Previous Work Completed (G)	% Prev. Complete (H)	Work Completed This Period (I)	% This Complete (J)	Material Stored This Period (K)	Total Completed & Stored To Date (L)	% Total Complete (M)	Balance To Complete (N)	Retention (O)
1.	Stone Columns (2,886LF Completed)	3000	LF	\$ 30.00	\$90,000.00	86,580.00	96%	3,420.00	4%	0.00	90,000.00	100%	\$0.00	0.00
	Subtotals				\$90,000.00	\$86,580.00		\$3,420.00		\$0.00	\$90,000.00	100%	\$0.00	\$0.00
BID ITEM NO. 16.0 - Testing Allowance														
1.	Testing Allowance	1	LS	\$ 50,000.00	\$50,000.00	30,236.50	60%	19,763.50	40%	0.00	50,000.00	100%	\$0.00	0.00
	Subtotals				\$50,000.00	\$30,236.50		\$19,763.50		\$0.00	\$50,000.00	100%	\$0.00	\$0.00
BID ITEM NO. 17.0 - Record Drawings														
1.	Record Drawings	1	LS	\$ 7,500.00	\$7,500.00	3,750.00	50%	3,750.00	0%	0.00	7,500.00	100%	\$0.00	0.00
	Subtotals				\$7,500.00	\$3,750.00		\$3,750.00		\$0.00	\$7,500.00	100%	\$0.00	\$0.00
BID ALTERNATE - Improvements to Oxidation Ditches														
1.	Carrousel System Equipment													
	a. Submittals	1	LS	\$ 20,000.00	\$20,000.00	20,000.00	100%	0.00	0%	0.00	20,000.00	100%	\$0.00	0.00
	b. Furnish & Install Carrousel System	1	LS	\$ 430,000.00	\$430,000.00	430,000.00	100%	0.00	0%	0.00	430,000.00	100%	\$0.00	0.00
	c. Start-Up, Testing and Training	1	LS	\$ 10,000.00	\$10,000.00	10,000.00	100%	0.00	0%	0.00	10,000.00	100%	\$0.00	0.00
2.	Electrical													
	a. Furnish & Install Underground Conduits	1	LS	\$ 80,000.00	\$80,000.00	80,000.00	100%	0.00	0%	0.00	80,000.00	100%	\$0.00	0.00
	b. Ox. Ditch Rough-In Conduits	1	LS	\$ 65,000.00	\$65,000.00	65,000.00	100%	0.00	0%	0.00	65,000.00	100%	\$0.00	0.00
	c. Furnish & Install Switchgear	1	LS	\$ 30,000.00	\$30,000.00	30,000.00	100%	0.00	0%	0.00	30,000.00	100%	\$0.00	0.00
	d. Wiring & Terminations	1	LS	\$ 40,000.00	\$40,000.00	40,000.00	100%	0.00	0%	0.00	40,000.00	100%	\$0.00	0.00
	e. Testing & Startup	1	LS	\$ 5,000.00	\$5,000.00	5,000.00	100%	0.00	0%	0.00	5,000.00	100%	\$0.00	0.00
3.	Instrumentation and Controls													
	a. Systems Integration	1	LS	\$ 20,000.00	\$20,000.00	20,000.00	100%	0.00	0%	0.00	20,000.00	100%	\$0.00	0.00
	Subtotals				\$700,000.00	\$700,000.00		\$0.00		\$0.00	\$700,000.00		\$0.00	\$0.00
CHANGE ORDERS														
1.	CO No. 1 - Owner Direct Purchases	1	LS	\$ (1,998,986.18)	-\$1,998,986.18	(1,998,986.18)	100%	0.00	0%	0.00	-1,998,986.18	100%	\$0.00	0.00
2.	CO No. 2 - Various Proposals													
	a. PCM No. 1 - Removal of Found 4" FM Pipe	1	LS	\$ 1,938.34	\$1,938.34	1,938.34	100%	0.00	0%	0.00	1,938.34	100%	\$0.00	0.00
	b. PCM No. 2 - Potable Water Meter	1	LS	\$ 1,636.26	\$1,636.26	1,636.26	100%	0.00	0%	0.00	1,636.26	100%	\$0.00	0.00
	c. PCM No. 6 - Locating Duke Energy	1	LS	\$ 2,824.59	\$2,824.59	2,824.59	100%	0.00	0%	0.00	2,824.59	100%	\$0.00	0.00
	d. PCM No. 7 - Additional 8" Isolation Plug Valve	1	LS	\$ 4,334.45	\$4,334.45	4,334.45	100%	0.00	0%	0.00	4,334.45	100%	\$0.00	0.00
	e. PCM No. 10 - 3' Wide Stone Perimeters (#57 Stone)	1	LS	\$ 7,414.86	\$7,414.86	7,414.86	100%	0.00	0%	0.00	7,414.86	100%	\$0.00	0.00
	f. PCM No. 11 - Replace VFD Drives	1	LS	\$ 89,074.37	\$89,074.37	89,074.37	100%	0.00	0%	0.00	89,074.37	100%	\$0.00	0.00
3.	CO No. 3 - Various Proposals													
	a. PCM No. 3 - Omit Concrete Encasement of Electrical Duct Banks	1	LS	\$ (6,929.68)	-\$6,929.68	(6,929.68)	100%	0.00	0%	0.00	-6,929.68	100%	\$0.00	0.00
	b. PCM No. 5 - Found Encased Storm Pipe	1	LS	\$ 1,984.03	\$1,984.03	1,984.03	100%	0.00	0%	0.00	1,984.03	100%	\$0.00	0.00
	c. PCM No. 8 - Revised Hose Rack Detail	1	LS	\$ (1,384.92)	-\$1,384.92	(1,384.92)	100%	0.00	0%	0.00	-1,384.92	100%	\$0.00	0.00
	d. PCM No. 9 - Revised Yard Hydrant Detail	1	LS	\$ (1,254.19)	-\$1,254.19	(1,254.19)	100%	0.00	0%	0.00	-1,254.19	100%	\$0.00	0.00
	e. PCM No. 13 - T&M Troubleshoot VFD Wiring at Oxidation Ditch 1	1	LS	\$ 10,328.88	\$10,328.88	10,328.88	100%	0.00	0%	0.00	10,328.88	100%	\$0.00	0.00
	f. PCM No. 14 - T&M Demo of Concrete Encasement of 30" pipe	1	LS	\$ 4,162.61	\$4,162.61	4,162.61	100%	0.00	0%	0.00	4,162.61	100%	\$0.00	0.00
	g. PCM No. 15 - 45deg on 30" Pipe & Omitted Installation of 30" GV's	1	LS	\$ 6,383.83	\$6,383.83	6,383.83	100%	0.00	0%	0.00	6,383.83	100%	\$0.00	0.00
	h. PCM No. 16 - Omit Duct Bank Crossing at MCC 1	1	LS	\$ (17,364.00)	-\$17,364.00	(17,364.00)	100%	0.00	0%	0.00	-17,364.00	100%	\$0.00	0.00
	i. PCM No. 17 - Revised Pneumatic Tubing routing at Filter	1	LS	\$ 4,636.74	\$4,636.74	4,636.74	100%	0.00	0%	0.00	4,636.74	100%	\$0.00	0.00
	j. PCM No. 18 - In-line Sediment Strainer for Filter Sampling Pumps	1	LS	\$ 1,717.76	\$1,717.76	1,717.76	100%	0.00	0%	0.00	1,717.76	100%	\$0.00	0.00
	k. PCM No. 19 - Revised Sidewalk/Stairs at Air Compressor Bldg.	1	LS	\$ 8,730.98	\$8,730.98	8,730.98	100%	0.00	0%	0.00	8,730.98	100%	\$0.00	0.00
4.	CO No. 4 - FINAL Reconciliation Change Order													
	a. Bid Item No. 14 Compression Grouting	-141	Cyd	\$ -	-\$23,265.00	0.00	0%	-23,265.00	100%	0.00	-23,265.00	100%	\$0.00	0.00
	b. Bid Item No. 15 Stone Columns	-114	LFT	\$ -	-\$3,420.00	0.00	0%	-3,420.00	100%	0.00	-3,420.00	100%	\$0.00	0.00
	c. Bid Item No. 16 Testing Allowance	-1	LS	\$0.00	-\$19,763.50	0.00	0%	-19,763.50	100%	0.00	-19,763.50	100%	\$0.00	0.00
	d. Bid Item No. 17 Record Drawings	-1			-\$3,750.00			-3,750.00	100%	0.00	-3,750.00	100%	\$0.00	0.00
	Subtotals				-\$1,930,949.77	-\$1,880,751.27		-\$50,198.50		\$0.00	-\$1,930,949.77		\$0.00	\$0.00
	Total:				\$5,483,050.23	\$5,481,550.23	99.97%	\$1,500.00	0%	\$0.00	\$5,483,050.23	100.00%	\$0.00	\$0.00

CONSENT ITEMS 1.5

Approval of Gilliam Construction LLC **Agreement 25-25-05** - 6th Avenue Stormwater Improvements

Issue:

Approval of Construction Agreement Gillam Construction LLC - 6th Avenue Improvements

Background:

The City Council approved the bid award for the 6th Avenue Storm water Improvements project (Bid File # 25-25-05) on April 14, 2025, directing the city attorney to prepare a construction agreement.

Attachment(s):

1. Agreement 25-25-05 - 6th Ave Stormwater - Gilliam Construction Contr(33134077.1)
2. Exhibit A - Agreement 25-25-05(33132490.1)
3. Exhibit B - Agreement 25-25-05(33134030.1)

Fiscal Impact:

FY25 Public Works / Storm Water Division and CRA budgets respectively. Not to Exceed \$550,000

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this construction agreement as presented.

CITY OF ZEPHYRHILLS AGREEMENT
6th AVENUE STORMWATER IMPROVEMENTS
DEVELOPMENT CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this 28th 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 **Gilliam Construction LLC**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 2315 17th Street E. Palmetto, FL 34221 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

ARTICLE 1 – RECITALS

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

ARTICLE 2 – CONTRACT DOCUMENTS

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

2.1.1 Bid Documents for 6th Avenue Stormwater Improvements – Project ID 2025-003 “**Exhibit A**”.

2.1.2 Contractor’s response to bid for 6th Avenue Stormwater Improvements – Project ID 2025-003 “**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 **Five Hundred Fifty Thousand Dollars and No/100s (\$550,000.00)** which actual bid amount is shown in Contractor’s bid, subject to additions and deductions as provided in the Agreement and the Contract Documents.

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 approved and 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.

5.7 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 City and/or 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 the work fail to meet approval of the City and/or Architect/Engineer 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 City and/or 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 City and/or Architect/Engineer shall be equitable.

5.8 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 City and/or Architect/Engineer of such conditions before they are disturbed. The City and/or Architect/Engineer will thereupon promptly investigate the conditions, and if they find that the conditions materially differ from those shown on the Plans or indicated in the specifications they 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 this Agreement.

ARTICLE 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon 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:

Gilliam Construction LLC
2315 17th Street East
Palmetto, FL 34221

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 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 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 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. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order approved 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.

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, together with any other documents incorporated herein by reference, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related exhibits, proposals, and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Agreement shall control. 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.

16.16 The City may withhold any payment in an amount that is sufficient to pay the direct costs and expenses the City reasonably expects to incur to protect Owner from liabilities for which Contractor is responsible

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

Attest:

CITY OF ZEPHYRHILLS

Ricardo Quinones, City Clerk

Charles E. Proctor
Council President

Signed, Sealed and Delivered
In the presence of:

CONTRACTOR:
GILLIAM CONSTRUCTION, LLC

Witness

By: _____

Name: _____

Title: _____

Witness



CITY OF ZEPHYRHILLS
2025-003
6TH AVENUE STORMWATER IMPROVEMENTS

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 - ZEPH SAMPLE CHANGE ORDER

B - SWFWMD Exemption 6th Av Stormwater

C - 9571-6TH AVENUE STORM Plans- signed

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 #3 would be in the case of any subcontractor whose work has a value of 50% of the total project cost, the subcontractor will be required to meet the same insurance requirements imposed upon the general contractor.
- 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, March 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, March 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 **\$500.00** for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty.

Any notice to any Contractor 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 **\$500.00**. 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. Scope of Works - 6th Avenue Stormwater Improvements

Construction of a storm water management system to reduce bird baths in the immediate areas surrounding 6th Avenue and the alleyway between 8th Street and 7th Street. The system will convey the storm water to the existing pond on 7th Street via storm pipes and curb inlets.

Some of the work includes:

- Mill and resurfacing existing pavement
- Removing and replacing pavement at full depth
- Removing and reusing existing sidewalk pavers
- Placement of nine (9) curb inlets
- Placement of storm pipes ranging from 15" to 30" in diameter
- Placement of one (1) utility conflict box
- One (1) connection to existing curb inlet
- Roadway striping and signage.

Term: 180 calendar days from Notice to Proceed

Please download the solicitation package for the entire requirements of this project.

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.

6TH AVENUE STORMWATER

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Item No
Erosion Control						
1	Inlet Protection Trap	11	EA			0104 18
Demotion						
1	Remove Existing Concrete Curb	86	SY			0110 4 5

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Item No
2	Milling Existing Asphalt Pavement, 1" avg depth	1,200	SY			0327 70 1
3	Open Cut Roadway (Removal of concrete/Sidewalk/Asphalt)	590	SY			0110 4 10
4	Remove Existing Storm Structures	4	EA			n/a
5	Remove Existing Sidewalk Pavers	235	SY			0526 1101
Roadway						
1	12" Type B Stabilized Subgrade	551	SY			0160 4
2	8" Limerock Base or FDOT Optional Base Group 6	551	SY			0285706
3	1.5" FDOT SP-9.5 Asphalt (Type S-III)	143	TN			0337 7 82
4	Sidewalk Pavers	191	SY			0526 1 2
5	Concrete Sidewalk (4" thick)	66	SY			0522 1
6	FDOT Type "F" Curb	440	LF			0520 1 10
7	FDOT Drop Curb	130	LF			0520 2 8
8	FDOT Type "D" Curb	148	LF			0520 2 4
9	Detectable Warning Truncated Domes	89	SF			0527 2
10	Single Post Sign (up to 12sf, furnish & install	6	EA			0700 1 11
11	6" Solid White Stripe (Lane Edge Line) (Thermoplastic)	0.03	GM			0701 18101
12	12" White Stripe (Crosswalk) (Thermoplastic)	289	LF			0711 11123
13	24" White Stripe (Crosswalk) (Thermoplastic)	223	LF			0711 11125

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Item No
14	24" White Stripe (Stop Bar) (Thermoplastic)	60	LF			0711 11125
15	Adjust Existing Utilities (Tops, Pedestals, etc) to Match Finished Grade	1	LS			n/a
Storm Drainage						
1	15" RCP	34	LF			0430175115
2	18" RCP	35	LF			0430175118
3	24" RCP	137	LF			0430175124
4	30" RCP	357	LF			0430175130
5	Inlets Curb Type 7	1	EA			0425 1471
6	Inlets Curb Type 7 (open bottom)	1	EA			0425 1471
7	Inlets Curb Type 9	7	EA			0425 1201
8	Storm Conflict Box, J Bottom 8'x6' with MH Top	1	EA			0425 2 41
9	Storm Line Video Testing	563	LF			n/a
Other Construction Items						
1	Mobilization	1	LS			0101 1
2	Maintenance of Traffic	1	LS			0102 1
3	Concrete & Asphalt Testing	1	LS			n/a
4	As-Built Survey & Staking	1	LS			n/a
5	Contingency - 10%	1	LS			n/a
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.

- [ZEPH 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



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

[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

[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.

[Federal Debarment Certification Form.pdf](#)

[Federal Debarment Certification Form.pdf](#)

13. Business Licenses and Certifications

☒ Pass ☐ Fail

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

[Latora's Underground License 2026.pdf](#)

[LaTora's GC License 2026.pdf](#)

[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.

[!\[\]\(e119fc79c8f448683d20ba4c873025a2_img.jpg\) BYRD ANTI-LOBBYING CERTIFICATION - Copy_11.pdf](#)

[!\[\]\(2088942ccfedc84a0a076c3fee3541aa_img.jpg\) 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.

[!\[\]\(141489a9a09a5a55d166fd7134726d50_img.jpg\) Small & Minority Business Affidavit.pdf](#)

[!\[\]\(f3cd43c0876202a7cb76d17dba19e77d_img.jpg\) 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 Itc...
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		

CONSENT ITEMS 1.6

Approval of Utility **Agreement 45-25-09** for 3825 Fir Ave Zephyrhills FL 33542

Issue:

Background:

Attachment(s):

1. 45-25-09 Utility Agreement for 3825 Fir Ave Zephyrhills FL 33542

Fiscal Impact:

Staff Recommendation:

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 17th day of April, 2025, between
Stacy Bedley 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: 38252 Fir Ave Zephyrhills FL 33542

Parcel Identification Number: 14 26 21 0150 00300 0320

Legal Description: VINSONS ADD PB 5 PG 62 L32 BLK 3 OR 5713 PG 1807

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 Charlie Proctor, President of City Council, Melanie 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_____.



DENISE JANETTE GONZALEZ
Notary Public
State of Florida
Commission #HH201215
Expires 11/22/2025

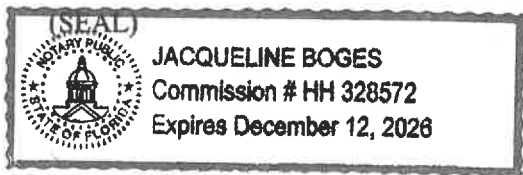
Witness Printed Name
Angela Zuluaga
Witness Signature
Angela Zuluaga
Witness Printed Name
Angela
Witness Signature
Ann Henry-Reynolds
Witness Printed Name
Billy Jones
Witness Signature

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 Stacy Bedley known by me to be the person(s) described in or who produced Florida Driver 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 17th day of April, 202025



JACQUELINE BOGES
Commission # HH 328572
Expires December 12, 2026

NOTARY PUBLIC
My Commission Expires: 11/22/2025

Stacy Bedley
Applicant Signature
Stacy Bedley
Applicant Printed Name

Applicant Signature
Applicant Printed Name

Jacqueline Boges
NOTARY PUBLIC
My Commission Expires: December 12, 2026

BUSINESS ITEMS 2.1

COMP PLAN Update - Transportation Element

Second Reading **Ordinance 1497-24. "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA (THE "CITY"), RELATING TO THE COMPREHENSIVE PLAN (THE "PLAN") IN ACCORDANCE WITH CHAPTER 163, PART II, FLORIDA STATUTES; REPEALING AND REPLACING THE PLAN'S TRANSPORTATION ELEMENT; PROVIDING AUTHORITY; PROVIDING PURPOSE AND INTENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO CERTAIN ELEMENTS OF THE COMPREHENSIVE PLAN; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING OR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1497-24 on the Second Reading

Issue:

Final adoption public hearing of Ordinance 1497-24 Transportation and Mobility Element with Goals, Objectives & Policies

Background:

**** The State is requiring the City to do the final adoption public hearing as they indicated the original submittal to thee State was not showing up in their electronic portal system. There are no changes from the original presentation / materials.**

Staff is working on updating the City's Comprehensive Plan which includes all the included Elements of the Plan. Staff began with the Transportation & Mobility Element and had multiple meetings with the community and other stakeholders and previously created a Mobility Plan that promotes / recommends a comprehensive multi-modal transportation network. The Mobility plan was a strong emphasis on what was included in the new Element. The City Council held a first reading / transmittal public hearing on October 28, 2024, and then Staff coordinated the Element with the State of Florida and other governmental entities for their review / comment.

The State and other governmental entities responded in that they had no comments on the City's proposed Transportation & Mobility Element. The final step is the final adoption public hearing for the ordinance. A copy of the transmittal package (including the ordinance) is attached.

Attachment(s):

1. Transmittal for Ord-1497-24.

Fiscal Impact:

NA

Staff Recommendation:

Approval



November 4th,2024

Dr. Jazmin Valdes, Ph.D.
Deputy Bureau Chief
Bureau of Community Planning and Growth
Florida Department of Commerce
107 E Madison Street, MSC 160
Tallahassee, Florida 32399-4120

DH/ Enclosure: Transmittal Letter

RE: Transmittal of Proposed Comprehensive Plan Amendment Transportation and Mobility Element Goal, Objectives, and Policies, Ordinance No.1497-24.

Ms. Valdez,

The City of Zephyrhills is transmitting Ordinance 1497-24, Transmittal of Comprehensive Plan Amendment-Transportation and Mobility Element Goal, Objectives, and Policies, for Expedited State Review by the Florida Department of Commerce (DOC), pursuant to section 163.3184 F.S. The Planning Commission, convened as the Local Planning Agency (LPA), held a public hearing on September 24, 2024, to consider the proposed Comprehensive Plan Amendment. The City Council held a first reading and transmittal public hearing on October 28, 2024, to consider the proposed amendment and authorized transmittal to the DOC. The proposed amendment is not applicable to an Area of Critical State Concern.

Project Description: The Transportation and Mobility Element Goal, Objectives, and Policies establish a framework for planning, developing, and managing the city's transportation system through 2045 and beyond to ensure safe, efficient, and sustainable mobility for all while aligning with the community's broader goals. By integrating transportation and land use planning, the element seeks to enhance mobility, improve quality of life, and foster economic vitality. The planning framework embraces the potential of technological advancements and innovative practices to transform how we think about and use transportation infrastructure.

City of Zephyrhills

5335 8th Street | Zephyrhills, FL 33542 | 813.780.0000 |
ci.zephyrhills.fl.us



The City is currently updating the other plan elements to address the 2045 planning period.

As of the date of this letter. Electronic copies of the proposed amendments have been forwarded directly to the Tampa Bay Regional Planning Council; Pasco County Planning and Development; Southwest Florida Water Management District; Florida Department of Transportation, District Seven; Florida Department of State; Florida Fish and Wildlife Conservation Commission; Florida Department of Agriculture and Consumer Services, Division of Forestry; and Florida Department of Environmental Protection.

Please forward any comments or request for additional information to City of Zephyrhills Planning Director Todd Vandenberg.

Enclosed with this transmittal letter are the following for your consideration.

1. A copy of the recorded Ordinance 1497-24, detailing the proposed comprehensive plan amendment and the corresponding actions taken at the required public hearings; and
2. Proof of publications-required public hearing notices.
3. A copy of the supporting data and analysis for the proposed Transportation and Mobility Element Goal, Objectives, and Policies.

Respectfully,

Todd Vandenberg-City of Zephyrhills Planning Director
Tvanderberg@ci.zephyrhills.fl.us
(813)780-0000 Ext.3505

Published Weekly
New Port Richey, Pasco County, Florida

COUNTY OF PASCO

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey, Pasco County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Public Hearing on October 28, 2024
Ordinance 1497-24

in the Court, was published in said newspaper by print in the
issues of 10/18/2024

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

NOTICE

THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA
WILL CONDUCT A PUBLIC HEARING ON THE FOLLOWING:
ORDINANCE NO. 1497-24

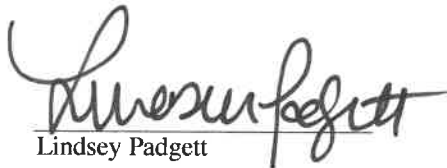
AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA (THE "CITY"), RELATING TO THE COMPREHENSIVE PLAN (THE "PLAN") IN ACCORDANCE WITH CHAPTER 163, PART II, FLORIDA STATUTES; REPEALING AND REPLACING THE PLAN'S TRANSPORTATION ELEMENT; PROVIDING AUTHORITY; PROVIDING PURPOSE AND INTENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO CERTAIN ELEMENTS OF THE COMPREHENSIVE PLAN; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING OR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public hearing will be held on October 28, 2024 at 6:00 p.m. in Council Chambers, City Hall, 5335 8th Street, Zephyrhills, Florida. The full text of the ordinance is posted in City Hall and may be inspected by the public from 8:00 a.m. to 5:00 p.m. weekdays. All interested parties may appear at the meeting and may be heard with respect to the proposed ordinance or may submit written comments to City Council, 5335 8th Street, Zephyrhills, FL 33542.

* 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.

286.0105
October 18, 2024

24-01916P



Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

18th day of October, 2024 A.D.

by Lindsey Padgett who is personally known to me.



Notary Public, State of Florida

Kimberly S. Martin (SEAL)

Comm.: HH 282034

Expires: July 25, 2026

Notary Public - State of Florida



ORDINANCE NO. 1497-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA (THE "CITY"), RELATING TO THE COMPREHENSIVE PLAN (THE "PLAN") IN ACCORDANCE WITH CHAPTER 163, PART II, FLORIDA STATUTES; REPEALING AND REPLACING THE PLAN'S TRANSPORTATION ELEMENT; PROVIDING AUTHORITY; PROVIDING PURPOSE AND INTENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO CERTAIN ELEMENTS OF THE COMPREHENSIVE PLAN; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR NON-SUBSTANTIVE MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING OR CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and requires local governments to plan for future growth and development through the adoption and implementation of a comprehensive plan; and

WHEREAS, the City is required to maintain a comprehensive plan in accordance with Section 163.3184, Florida Statutes, to guide development and ensure compliance with state and local planning objectives; and

WHEREAS, the Zephyrhills Planning Commission acting as the Local Planning Agency, has reviewed and proposed amendments to the City's Comprehensive Plan, including the repeal and replacement of the Transportation Element; and

WHEREAS, the Zephyrhills Planning Commission acting as the Local Planning Agency, after due public notice, held a public hearing on September 24, 2024, to consider these amendments, and subsequently recommended transmittal to the City Council for final review and adoption; and

WHEREAS, the City Council, after due public notice published on October 18, 2024, held a public hearing to consider the proposed amendments in accordance with Section 163.3184(11), Florida Statutes, providing opportunities for public participation and input; and

WHEREAS, the City has transmitted the proposed amendments to the Florida Department of Economic Opportunity, the State Land Planning Agency, and other reviewing agencies as required by Chapter 163, Florida Statutes, and has considered and addressed any objections, recommendations, and comments provided by the reviewing agencies; and

WHEREAS, the City Council has determined that the repeal and replacement of the Transportation Element is necessary to update the City's comprehensive plan to reflect current transportation trends, data, and future planning objectives, and

WHEREAS, the amendments follow the expedited amendment process as provided for in Section 163.3184(3), Florida Statutes, and are consistent with the goals of the Community Planning Act to ensure the City's future growth is managed effectively and sustainably; and

WHEREAS, the City has complied with all requirements and procedures of Florida law in processing this amendment to the Zephyrhills Comprehensive Plan including, but not limited to, Section 163.3184, Florida Statutes; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

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 a part of this Ordinance.

Section 2. Compliance with the Community Planning Act. This ordinance is adopted pursuant to the Community Planning Act, Chapter 163, Part II, Florida Statutes.

Section 3. Repeal and Replacement of the Transportation Element. The Transportation Element of City of Zephyrhills Comprehensive Plan is hereby repealed and replaced with the Transportation and Mobility element, as detailed and attached hereto as **Exhibit “A”**, and by reference made apart hereof.

Section 4. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict

Section 5. Severability. If any provision or portion of this ordinance, or the application thereof, is declared invalid by any court of competent jurisdiction or found not in compliance by the State Land Planning Agency, such provision shall be severed. The severance shall not affect the validity of the remaining provisions of this ordinance, the City of Zephyrhills Comprehensive Plan, or the City of Zephyrhills Land Development Code.

Section 6. Codification and Numbering. It is the intention of the City Council of the City of Zephyrhills that each new or modified article, section, goal, objective, or policy within City of Zephyrhills Comprehensive Plan be properly numbered and sequenced. Any incorrect numbering in this ordinance shall not affect the validity of other provisions. Instead, such provisions will be automatically renumbered for consistency.

Section 7. Scrivener’s Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager’s designee, without need of further action of the City Council by filing a corrected copy of same with the City Clerk.

Section 8. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021 and Sections 163.3161 through 163.3215, Florida Statutes.

Section 9. Effective Date. This amendment shall become effective on the date the State Land Planning Agency posts a notice of intent finding the amendment in compliance. If the amendment is timely challenged, it shall become effective upon issuance of a final order by the State Land Planning Agency or the Administration Commission determining the amendment to be in compliance. No development orders, permits, or land uses dependent on this amendment shall be issued or commence until it becomes effective. If a final order of noncompliance is issued, the amendment may still become effective through the adoption of a resolution affirming its effective status. A copy of this resolution shall be sent to the State Land Planning Agency in accordance with Section 163.3184, Florida Statutes

The foregoing Ordinance No. 1497-24 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of October 2024.

Attest: 
Ricardo Quinones, Acting City Clerk


Kenneth M. Burgess, Jr.
Council President

[The remainder of this page is intentionally left blank.]

The foregoing Ordinance No. 1497-24 was read and passed on the second reading, following transmittal to the Florida Department of Economic Opportunity and a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this ____ day of _____ 20__.

Attest:

Ricardo Quiñones, Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1497-24 was approved by me on this ____ day of _____ 20__.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, Esq.
City Attorney

TRANSMITTAL DRAFT

PLANZephyrhills2045

Transportation & Mobility Element

SEPTEMBER 2024

Table of Contents

1. Introduction	1
Purpose	1
Scope	1
Statutory Requirements.....	1
2. Planning Context	1
Growth Trends.....	1
Population	1
Land Area	2
Land Use Context.....	3
Established Neighborhoods.....	3
Redevelopment Areas	3
Industrial Corridor.....	3
Commercial Nodes and Corridors	4
Countryside Area.....	4
Rural Reserve Area.....	4
SR 56 Corridor	4
Policy Framework	5
State Policies and Plans	5
Regional Policies and Plans	7
Local Policies and Plans	7
Demographics and Travel Behavior.....	7
Population Characteristics	7
Commuting Patterns.....	8
Transportation Preferences	10
Transportation System.....	10
Active Transportation Network.....	10
Transit Network	13
Thoroughfare Network.....	13
General Aviation	16
Rail.....	16
3. Transportation and Mobility Needs.....	17
Traffic Safety.....	17
Multimodal Transportation Options.....	17
Traffic Congestion.....	19
Freight Movement	19
Transportation and Land Use Coordination.....	19
Joint Planning Area.....	19
Sprawl Pattern Development.....	19
4. Plan to Meet Needs	22
Traffic Safety Countermeasures	22
Walk/Bike Infrastructure.....	23
Thoroughfare Capacity Projects	25
Integrated Transportation and Land Use	26
5. Goal, Objectives, and Policies	28
6. Influence on Other Plan Elements.....	41

List of Figures

Figure TRA-1	Population Counts, City of Zephyrhills, 1990-2020	2
Figure TRA-2	Population Estimates, City of Zephyrhills, 2020-2023	2
Figure TRA-3	Share of County Population, City of Zephyrhills, 2020-2023	2
Figure TRA-4	Land Area and Population Density, City of Zephyrhills, 2000-2023	3
Figure TRA-5	Transportation Policies, State Comprehensive Plan Figure	6
Figure TRA-6	Zero-Vehicle Households, Joint Planning Area	9
Figure TRA-7	Crash Locations, 2018-2022	18
Figure TRA-8	High-Frequency Crash Locations, City and Joint Planning Area, 2018-2022	18
Figure TRA-9	Congestion Hot Spots, 2024	20
Figure TRA-10	Transportation and Mobility Policy in Other Comprehensive Plan Elements	41

List of Maps

Map TRA-1a	Active Transportation Network	11
Map TRA-1b	Active Transportation Network	12
Map TRA-2	Transit Network	14
Map TRA-3	Existing Thoroughfare Network	15
Map TRA-4	2040 Thoroughfare Network	21

List of Acronyms and Abbreviations

This element contains a variety of acronyms and abbreviations used throughout the text. For clarity and ease of reference, all acronyms and abbreviations are listed below, along with their full forms.

CRA	Community Redevelopment Agency
CMS	Concurrency Management System
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
GOPASCO	Pasco County Public Transportation
JPA	Joint Planning Area
LDC	Land Development Code
LRTP	Long Range Transportation Plan
MaaS	Mobility as a Service
MPO	Metropolitan Planning Organization
NEPA	National Environmental Policy Act
PD&E	Project Development and Environment Study
TSDP	Transit Service Development Plan

List of Goal, Objective and Policy Titles

GOAL TRA 1. TRANSPORTATION AND MOBILITY	28
OBJECTIVE TRA 1.1. NEEDS ASSESSMENT	28
POLICIES:	
TRA 1.1.1. Data-Driven Needs Assessment	
TRA 1.1.2. Community Engagement	
TRA 1.1.3. High-Injury Network	
TRA 1.1.4. Sidewalk Inventory	
TRA 1.1.5. Bicycle and Pedestrian Count Data	
TRA 1.1.6. Zephyrhills Mobility Plan	
TRA 1.1.7. Community Redevelopment Plan and Neighborhood Plans	
TRA 1.1.8. Congestion “Hot Spots”	
TRA 1.1.9. Planning Studies	
OBJECTIVE TRA 1.2. LEVEL OF SERVICE STANDARDS	29
POLICIES:	
TRA 1.2.1. Vehicle-Trip Evaluation Standard	
TRA 1.2.2. Transportation Concurrency Exception Area	
TRA 1.2.3. Person-Trip Evaluation Measure	
TRA 1.2.4. Bicycle Route Evaluation Measure	
OBJECTIVE TRA 1.3. PROJECT PRIORITIZATION AND FUNDING	30
POLICIES:	
TRA 1.3.1. Prioritization Criteria	
TRA 1.3.2. Advancing Regional Projects	
TRA 1.3.3. Transportation Impact Fees	
TRA 1.3.4. State and Federal Funding	
OBJECTIVE TRA 1.4. ALIGNMENT WITH CITY GOALS AND INITIATIVES	31
POLICIES:	
TRA 1.4.1. Placemaking and Connected Places	
TRA 1.4.2. Infill and Redevelopment	
TRA 1.4.3. Economic Development	
TRA 1.4.4. Healthy Community	
TRA 1.4.5. Energy Conservation and Pollution Reduction	
TRA 1.4.6. Green Infrastructure	
OBJECTIVE TRA 1.5. SAFETY AND ACCESSIBILITY	32
POLICIES:	
TRA 1.5.1. Safe System Approach	
TRA 1.5.2. High-Injury Network	
TRA 1.5.3. Targeted Safety Campaigns	
TRA 1.5.4. Street Lighting	
TRA 1.5.5. Speed Management	

TRA 1.5.6. Pedestrian Crossings	
TRA 1.5.7. Intersection Daylighting	
TRA 1.5.8. Transit Accessibility	
TRA 1.5.9. Universal Design	
OBJECTIVE TRA 1.6. INTERCONNECTED TRANSPORTATION NETWORK	35
POLICIES:	
TRA 1.6.1. Active Transportation Network	
TRA 1.6.2. Complete Streets	
TRA 1.6.3. Bicycle Parking	
TRA 1.6.4. Wayfinding	
TRA 1.6.5. Curb-Space Management	
TRA 1.6.6. Micro-Transit Service	
TRA 1.6.7. Dade City-Zephyrhills Connector	
TRA 1.6.8. Activity Centers	
TRA 1.6.9. Freight Movement	
TRA 1.6.10. Truck Route Plan	
TRA 1.6.11. Intermodal Logistics Park	
OBJECTIVE TRA 1.7. DEVELOPMENT DESIGN	38
POLICIES:	
TRA 1.7.1. Context Classification System	
TRA 1.7.2. Complete Streets Design Standards	
TRA 1.7.3. Frontage and Backage Roads System	
TRA 1.7.4. Street Grid System	
TRA 1.7.5. New Grid Systems	
TRA 1.7.6. Interconnected Street Networks	
TRA 1.7.7. Alleys	
TRA 1.7.8. Transportation and Placemaking	
TRA 1.7.9. Visual Quality	
TRA 1.7.10. Greenway Trails Partnerships	
TRA 1.7.11. Right-of-Way Preservation	
TRA 1.7.12. Street Design Standards	
TRA 1.7.13. Access Management Standards	
OBJECTIVE TRA 1.8. INNOVATION AND TECHNOLOGY	40
POLICIES:	
TRA 1.8.1. Innovative Transportation Infrastructure	
TRA 1.8.2. Innovative Transportation Services	
TRA 1.8.3. Micro-Mobility Solutions	
TRA 1.8.4. Emerging Technology Pilots	
TRA 1.8.5. Innovative Parking Strategies	
TRA 1.8.6. Data-Driven Mobility Optimization	
TRA 1.8.7. Emerging Alternative Fuels	
TRA 1.8.8. Low-Speed Vehicles	

Transportation and Mobility Element

1. Introduction

The Transportation and Mobility Element serves as a guide for the future development of transportation infrastructure and mobility services that reflect the Zephyrhills community's vision for a balanced, multimodal system that meets current demands while anticipating future needs.

Purpose

This element establishes a framework for planning, developing, and managing the city's transportation system to ensure safe, efficient, and sustainable mobility for the residents, workforce, and visitors of the city while aligning with the community's broader goals. By integrating transportation and land use planning, the element seeks to enhance mobility, improve quality of life, and foster economic vitality. The planning framework embraces the potential of technological advancements and innovative practices to transform how we think about and use transportation infrastructure.

Scope

The geographic area addressed by the Transportation and Mobility Element includes the incorporated area of the City of Zephyrhills and the Joint Planning Area (JPA), where the City and Pasco County collaboratively plan for growth, development, and related transportation and mobility needs. The element examines the various components of a multimodal transportation system, including walking and biking infrastructure, thoroughfares, transit services and infrastructure, railroads, and aviation

facilities, and the essential coordination of transportation and land use decisions.

Statutory Requirements

Comprehensive planning in Florida is governed by the Florida Community Planning Act, codified in Chapter 163, Part II, Florida Statutes. This legislation sets forth the requirements for local governments to develop, adopt, implement, and maintain comprehensive plans to guide future growth and development.

2. Planning Context

The planning context provides the basis for transportation and mobility planning and policymaking, drawing upon the Zephyrhills Mobility Plan¹, incorporated herein by reference. The Mobility Plan addresses the needs of all travel modes, taking into account local and regional population growth, economic development, neighborhood livability, and the equitable distribution of transportation solutions in the community.

Growth Trends

Population

The City of Zephyrhills has experienced steady population growth over the past several decades (**Figure TRA-1**). The city's growth rate has mirrored trends observed in Pasco County, reflecting a stable pattern of development and urbanization.

Since 2020, the city has seen a notable uptick in growth, driven by significant changes in Florida's housing market (**Figure TRA-2**).

¹ [Zephyrhills Mobility Plan](#), City of Zephyrhills, 2024.

Figure TRA-1: Population Counts, City of Zephyrhills, 1990-2020

Population (100% Count)				Average Annual Growth Rate (%)		
1990	2000	2010	2020	1990-2000	2000-2010	2010-2020
8,484	10,833	13,288	17,194	2.77	2.27	2.94

Source: Census Summary File 1, US Census Bureau.

Figure TRA-2: Population Estimates, City of Zephyrhills, 2020-2024

Population					Average Annual Growth Rate (%)			
Count	Estimate (April 1)							
2020	2021	2022	2023	2024	2020-2021	2020-2022	2020-2023	2020-2024
17,194	17,788	18,631	19,337	19,666	3.45	4.09	4.04	3.42

Source: Florida Estimates of Population, Bureau of Economic and Business Research (BEBR), University of Florida.

Figure TRA-3: Share of County Population, City of Zephyrhills, 2020-2024

Population, Pasco County					City Share of County Population				
Count	Estimate (April 1)				% of City Population ¹				
2020	2021	2022	2023	2024	2020	2021	2022	2023	2024
561,891	575,891	592,669	610,743	633,029	3.06	3.09	3.14	3.17	3.11

Notes:

1. Based on population count/estimates for City of Zephyrhills shown in Figure TRA-2.

Source: Florida Estimates of Population, Bureau of Economic and Business Research (BEBR), University of Florida.

The increase in demand for housing, fueled by a combination of factors such as an influx of new residents, shifts in work-from-home trends, and differences in housing affordability across urban, suburban, and exurban areas, has accelerated the pace of development in Zephyrhills and Pasco County. This recent surge highlights the city's appeal as a desirable place to live, work, and invest, reinforcing the need for forward-looking planning to accommodate the continued influx of residents and businesses.

Assuming the city sustains its average annual growth rate of 3.42% observed from 2020 to 2024 (see **Figure TRA-2**), the population is projected to reach 27,647 by 2035 and 40,708 by 2045, an overall increase of 20,742 residents by 2045.

Alternatively, if the city maintains its current 3.11% share of the countywide population (see **Figure TRA-3**), the shift-share projection method estimates a 2045 city population of

28,394. This projection is derived from Pasco County's high-range population forecast of 913,000 by 2045 (BEBR, University of Florida, 2023). According to this method, the city's population would grow by approximately 8,728 residents between April 1, 2024, and 2045, equating to an average increase of 420 residents annually. For additional context, the Pasco County Metropolitan Planning Organization (MPO) projects the countywide population will be 1,018,000 in 2050.

Land Area

Over the past two decades, the city has experienced notable growth in its land area and population density (**Figure TRA-4**). In 2000, the city covered 8.2 square miles with a population density of 1,321 persons per square mile. By 2023, the land area expanded to 9.51 square miles, reflecting the city's annexation efforts. This expansion, coupled with housing development, has resulted in a population density increase to 2,014 persons per square mile. From 2000 to 2023, the city's

Figure TRA-4: Land Area and Population Density, City of Zephyrhills, 2000-2023

Land Area (Square Miles)				Population Per Square Mile			
2000	2010	2020	2023	2000	2010	2020	2023
8.2	8.88	9.51	9.58	1,321.1	1,496.7	1,808.8	2,014.3

Source: US Census Bureau.

land area increased by approximately 16%, while the population density grew by about 53%. These changes highlight the city's evolution into a more densely populated urban area.

Land Use Context

The City of Zephyrhills is characterized by diverse land use patterns that shape its transportation needs and opportunities. Land use patterns influence travel behavior, infrastructure demands, and the overall mobility of residents, the workforce, and businesses. This section provides an overview of land use patterns in the city, highlighting how they relate to the transportation system and potential strategies.

Established Neighborhoods

The city's older, established neighborhoods, particularly those in town, downtown, and along Eiland Boulevard, are priority areas for addressing multimodal infrastructure deficiencies. Multimodal infrastructure, including complete sidewalk and bicycling networks and connected transit stops, would provide additional transportation options and easier access to short-distance destinations. Multimodal connections to GOPASCO transit service would also support ridership for longer distance trips. The development of comprehensive multimodal infrastructure in densely populated areas is essential for providing residents with convenient alternatives to driving and addressing the challenges of urban congestion.

Redevelopment Areas

The Zephyrhills Community Redevelopment Area, covering 560 acres and including

Downtown Zephyrhills, the Gall Boulevard and 5th Avenue corridors, and downtown and in-town neighborhoods, represents a focal point for urban revitalization. The transportation vision for this area includes the development of bi-directional, two-lane streets with integrated sidewalk, bicycle, and transit facilities. Such enhancements are aimed at improving safety, livability, and economic vitality while promoting walkable, urban-scale development.

Planned state highway projects, including the expansion and reconstruction of the US 301/Gall Boulevard corridor, will impact walking and biking comfort in the Community Redevelopment Area. Regional transportation initiatives, such as the Bypass Loop Road discussed later in this element, could help reduce regional travel demand within this area. This reduction would alleviate the pressure for additional travel lanes, thereby minimizing disruption of the historic street grid and preserving the area's urban fabric and walkable development potential.

Additionally, the form-based zoning regulations governing the US 301/Gall Boulevard corridor emphasize a street hierarchy that prioritizes movement and access for all users. Similar form-based land use and transportation solutions could be applied to the US 301/Gall Boulevard corridor to the south within the city-county Joint Planning Area, enhancing connectivity and supporting high-quality, sustainable redevelopment.

Industrial Corridor

The Zephyrhills Industrial Corridor is a vital economic hub, offering a well-connected area

for manufacturing and support activities. This corridor's strategic location, with access to road, rail, and airport facilities, as well as robust utility infrastructure, positions it as a key player in both local and regional economic development.

Recent investments by major companies, such as Bauducco Foods and MiTek, underscore the industrial corridor's growing importance. The transportation network within and connecting this area must be modernized to accommodate safe and efficient freight movement and ensure multimodal accessibility for shift workers. Transportation improvements are critical to sustaining the corridor's role as an economic driver.

Commercial Nodes and Corridors

The city's commercial nodes, typically located at the intersections of major thoroughfares and transit hubs, are areas of concentrated commercial activity. These nodes, including Downtown Zephyrhills, serve as centers for shopping, dining, and cultural opportunities. The presence of public transit and walk-friendly infrastructure is essential in these areas to reduce reliance on automobiles and enhance the overall functionality and livability of the urban environment.

Commercial corridors, particularly US 301, offer a diverse mix of retail, office, and residential uses. The inclusion of safe and conveniently located active transportation infrastructure, such as wide sidewalks, high-visibility street crossings, accessible transit shelters, seating, and street lighting, would support the community's preferences for accessible, multimodal transportation options. This approach not only supports reduced reliance on driving but also promotes more vibrant and active urban environments.

The US 301 Corridor Land Use Vision and Transportation Strategy was created in 2016 by Pasco County in collaboration with the

cities of Zephyrhills and Dade City. The strategy aims to provide a comprehensive vision for land use and transportation within the US 301 corridor, focusing on promoting sustainable development, improving multimodal connectivity, and preserving the arterial function of US 301.

Countryside Area

The northern US 301 corridor in Zephyrhills and unincorporated Pasco County is characterized by a mix of suburban development, rural residential areas, and undeveloped greenfields. The corridor is valued for its scenic rolling hills and rural landscapes.

The area west of US 301 within this corridor is designated as "Countryside" in the planned development known as Villages of Pasadena Hills (VOPH). The Countryside designation is designed to preserve the rural character of the area by limiting more intensive land uses and development while recognizing legacy zoning designations.

Rural Reserve Area

The Rural Reserve area identified in the Zephyrhills Mobility Plan is situated east of Wire Road and north of Otis Allen Road. The potential for future urban and suburban expansion in the Rural Reserve hinges on the availability and long-term sustainability of essential public infrastructure and services, such as water utilities, police protection, and emergency response capabilities. This area's development will be guided by the community's vision and related policies of the comprehensive plan.

SR 56 Corridor

The SR 56 corridor south of Zephyrhills is undergoing rapid development, with the Two Rivers master-planned community playing a central role in this transformation. Located along SR 56, west of US 301, Two Rivers spans approximately 6,000 acres across

unincorporated Pasco and Hillsborough Counties. This expansive project, which includes more than 6,000 residential units and three million square feet of commercial space, is poised to significantly reshape the region.

This growth brings both challenges and opportunities for the city's transportation infrastructure. Increased traffic volumes and longer commuting times may necessitate costly roadway widenings and intersection expansions. Enhancing public transit service to connect Two Rivers and Zephyrhills could provide viable alternatives to driving, reducing vehicle trips and helping to maintain the livability of centers and neighborhoods on the path. Investments in active transportation infrastructure could further decrease reliance on cars for short trips in these locations.

Policy Framework

The policy framework for local transportation planning in Florida is shaped by a combination of state, regional, and local policies and plans. These frameworks guide transportation development to ensure safety, efficiency, sustainability, and meaningful community involvement.

State Policies and Plans

STATE COMPREHENSIVE PLAN

In accordance with Florida's Community Planning Act, local government comprehensive plans must align with the state's broader objectives for growth, development, and resource management as outlined in the State Comprehensive Plan (Chapter 187, Florida Statutes). Transportation policies in the State Comprehensive Plan are listed in **Figure TRA-5**.

STATE TRANSPORTATION PLANS

The Florida Department of Transportation (FDOT) is the state's principal agency responsible for transportation planning and oversight. The Florida Transportation Plan² outlines the long-range vision for the state's transportation system. The FDOT Strategic Intermodal System Policy Plan emphasizes high-priority transportation facilities that are critical to Florida's economic vitality.

Florida Freight Mobility and Trade Plan (FMTP) outlines Florida's freight infrastructure needs and priorities, aiming to improve the efficiency and safety of freight transportation across the state. It includes strategies for addressing freight bottlenecks, enhancing intermodal connectivity, and supporting economic growth through a robust freight network.

The FDOT District Seven Freight Plan provides detailed analysis and recommendations for freight transportation within District Seven, which encompasses seven counties in the west-central region of Florida. The plan addresses local freight needs, infrastructure improvements, and specific challenges within the district, aligning with the broader goals of the FMTP.

ENVIRONMENTAL REGULATIONS

Transportation projects in Florida must comply with environmental regulations, such as those enforced by the Florida Department of Environmental Protection (FDEP) and those required under the federal National Environmental Policy Act (NEPA). These regulations ensure that transportation projects consider environmental impacts, including impacts on wetlands, wildlife habitats, air and water quality, and human environments.

² Florida Transportation Plan website
fdot.gov/planning/ftp/default.shtm.

Figure TRA-5: Transportation-Related Policies, State Comprehensive Plan

• Improve and expand transportation services to increase mobility of elderly persons. Policy (3)(b)10. • Improve the enforcement of and compliance with safe highway speed limits. Policy (6)(b)20. • Ensure that developments and transportation systems are consistent with the maintenance of optimum air quality. Policy (10)(b)2. • Improve the efficiency of traffic flow on existing roads. Policy (11)(b)3. • Ensure energy efficiency in transportation design and planning and increase the availability of more efficient modes of transportation. Policy (11)(b)4. • Enforce and strengthen regulation of the generation, storage, treatment, disposal, and transportation of hazardous waste. Policy (12)(b)6. • Enhance the linkages between land use, water use, and transportation planning in state, regional, and local plans for current and future designated urban areas. Policy (16)(b)6. • Develop concurrency requirements that do not compromise public health and safety for urban areas that promote redevelopment efforts. Policy (16)(b)7. • Encourage the development of mass transit systems for urban centers, including multimodal transportation feeder systems, as a priority of local, metropolitan, regional, and state transportation planning. Policy (16)(b)9. • Coordinate transportation investments in major travel corridors to enhance system efficiency and minimize adverse environmental impacts. Policy (19)(b)2. • Promote a comprehensive transportation planning process which coordinates state, regional, and local transportation plans. Policy (19)(b)3. • Allow flexibility in state and local participation in funding of public transit projects and encourage construction and use of toll facilities in order to meet transportation needs. Policy (19)(b)4. • Ensure that existing port facilities and airports are being used to the maximum extent possible before encouraging the expansion or development of new port facilities and airports to support economic growth. Policy (19)(b)5.	• Promote timely resurfacing and repair of roads and bridges to minimize costly reconstruction and to enhance safety. Policy (19)(b)6. • Develop a revenue base for transportation which is consistent with the goals and policies of this plan. Policy (19)(b)7. • Encourage the construction and utilization of a public transit system, including, but not limited to, a high-speed rail system, in lieu of the expansion of the highway system, where appropriate. Policy (19)(b)8. • Ensure that the transportation system provides Florida's citizens and visitors with timely and efficient access to services, jobs, markets, and attractions. Policy (19)(b)9. • Promote ride sharing by public and private sector employees. Policy (19)(b)10. • Emphasize state transportation investments in major travel corridors and direct state transportation investments to contribute to efficient urban development. Policy (19)(b)11. • Avoid transportation improvements which encourage or subsidize increased development in coastal high-hazard areas or in identified environmentally sensitive areas such as wetlands, floodways, or productive marine areas. Policy (19)(b)12. • Coordinate transportation improvements with state, local, and regional plans. Policy (19)(b)13. • Acquire advanced rights-of-way for transportation projects in designated transportation corridors consistent with state, regional, and local plans. Policy (19)(b)14. • Promote effective coordination among various modes of transportation in urban areas to assist urban development and redevelopment efforts. Policy (19)(b)15. • Ensure that coordinated state planning of road, rail, and waterborne transportation systems provides adequate facilities for the economical transport of agricultural products and supplies between producing areas and markets. Policy (22)(b)12. • Ensure that the transportation system provides maximum access to jobs and markets. Policy (24)(b)5.
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Source: Chapter 187.201, Florida Statutes 2024.

Regional Policies and Plans

LONG RANGE TRANSPORTATION PLAN

The Pasco County Metropolitan Planning Organization (MPO) develops and maintains a long-range transportation plan (LRTP) that identifies countywide transportation needs, funding, and funding priorities over a 20-year period. The plan must be consistent with the goals outlined in the Florida Transportation Plan and coordinated with FDOT for project programming in the FDOT Five-Year Work Program.

STRATEGIC REGIONAL POLICY PLAN

Section 186.502(4)(1), Florida Statutes, recognizes Regional Planning Councils as Florida's primary multipurpose regional entities, tasked with planning for and coordinating intergovernmental solutions to growth-related challenges on a regional scale. The Strategic Regional Policy Plan³ prepared by Tampa Bay Regional Planning Council (TBRPC) provides a framework for regional growth, development, and resource management within the Tampa Bay area.

Local Policies and Plans

CONCURRENCY MANAGEMENT SYSTEM

In accordance with Section 163.3180, Florida Statutes, the City ensures that adequate transportation facilities are in place concurrent with the impacts of new development. The Concurrency Management System (CMS) in Article V Adequate Public Facilities of the Land Development Code defines the requirements for maintaining the City's adopted level of service standards. These standards establish the criteria used to assess concurrency compliance for development approval applications.

DESIGN STANDARDS

The City's Land Development Code includes requirements for road and street design, traffic impact assessments, and standards for multimodal transportation facilities.

Demographics and Travel Behavior

This section provides insights into the population characteristics, commuting patterns, and transportation preferences that shape travel demand and infrastructure needs in the city. Selected population characteristics reported in the following are from the 2018-2022 American Community Survey.⁴

Population Characteristics

The 2018-2022 American Community Survey estimates highlighted below help characterize the city's year-round population:

- The *median age* of 50.1 is about 20% higher than the Tampa-St. Petersburg-Clearwater Metro Area at 42.1% and State of Florida at 42.4%.
- *Persons under age 18* account for 18.9% of the city population and 9.6% are *age 65 and over*. The *age 55 to 64* population accounts for 11.1% of the city population.
- The *per capita income* of \$25,951 is about two-thirds the amount in the Metro Area (\$39,605) and State (\$38,850).
The *median household income* of \$45,745 is about two-thirds the amount in the Metro Area (\$67,197) and State (67,917).
- *Persons below poverty level* account for 13.5% of the city population, higher than the rate in the Metro Area at 12.6% and about six percentage points higher than the rate for State at 12.9%.

³ [Future of the Region](#): A Strategic Regional Policy Plan for the Tampa Bay Region, 2005.

⁴ Zephyrhills Demographic Profile, US Census Bureau data.census.gov/profile/Zephyrhills_city_Florida?q=160XX00US1279225.

- The population under age 18 and age 65 and over account for 30% of *persons below poverty level* in the city.
- Of the 7,552 occupied housing units in the city, 642 have *no access to a vehicle*. With an *average persons per household* of 2.25 in the city, the estimated population with no access to a vehicle is 1,444 persons or 7.5% of the total population.
- *Occupied housing units with no vehicle available* are mapped by census block group in **Figure TRA-6** on page TRA-9.

These statistics highlight the need for a balanced, inclusive transportation strategy that addresses the community's diverse needs. With nearly one in five residents under age 18, there is a clear need to prioritize safe, accessible walking and biking infrastructure near schools, parks, and residential areas to support youth mobility.

A substantial number of residents are approaching or already of retirement age (20.7%). This suggests that transportation planning must also focus on age-friendly solutions to ensure older residents can access essential goods, services, and social opportunities.

Declining driving capabilities of older residents underscores the need for improved public transit and paratransit services, accessible and maintained sidewalks, well-marked street crossings, and traffic calming measures.

Lower income levels in the city indicate a less affluent population. Many residents may find car ownership and maintenance burdensome, underscoring the need for affordable and accessible transportation options. Public transit, shared mobility services, and support for active transportation (walking and biking) will be essential in meeting the needs of lower-income residents. Transportation options should be designed to ensure that

vulnerable populations can easily access employment, education, healthcare, and other essential services.

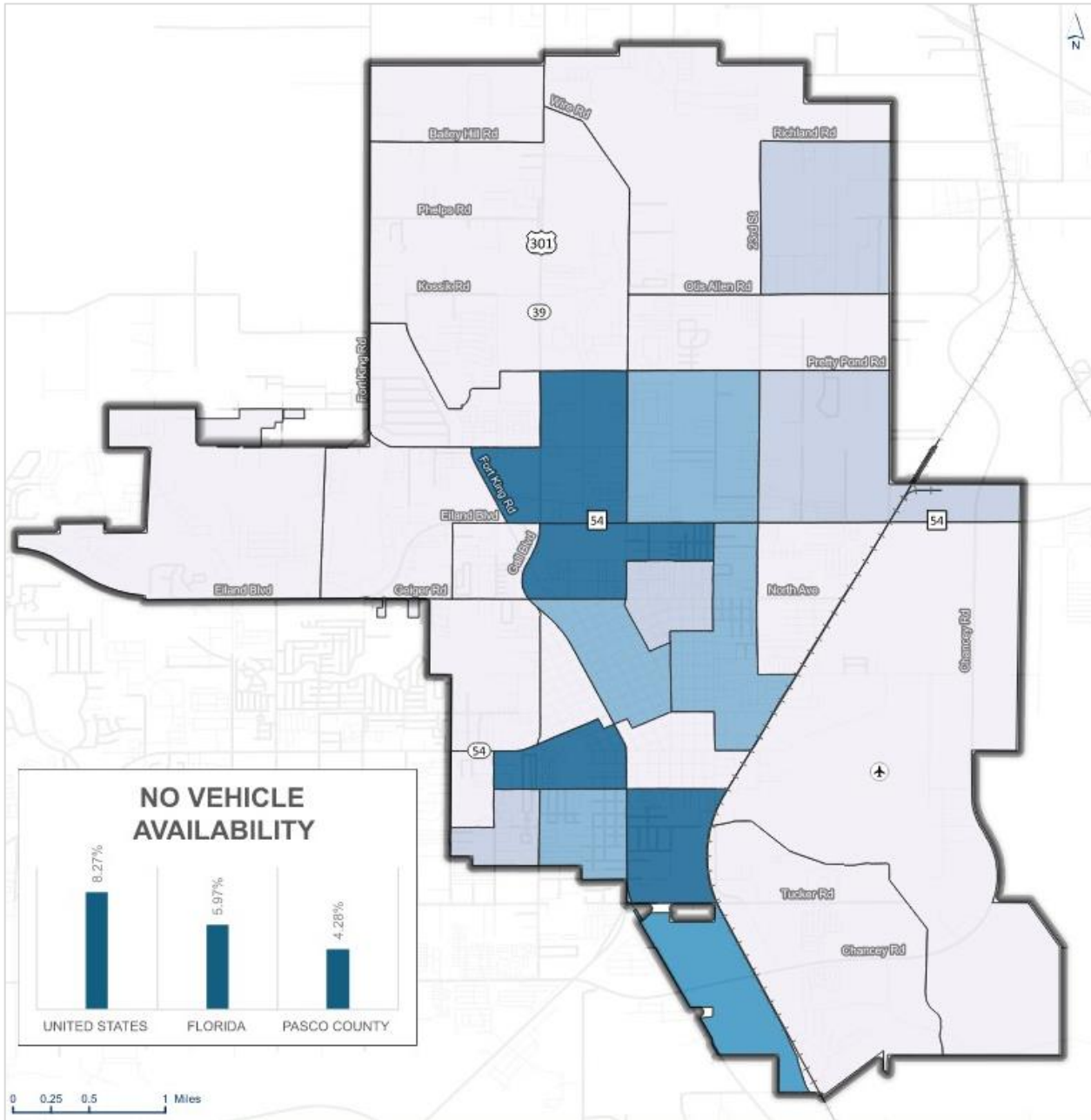
Approximately 7.5% of the Zephyrhills population lacks access to a vehicle, which is significant considering the average household size and the city's geographic spread. This lack of vehicle access further emphasizes the importance of developing robust public transportation systems and ensuring that neighborhoods are designed or retrofitted to be walkable and bike friendly. Ensuring reliable transit service and creating accessible transportation hubs will help those without vehicles have access to economic opportunities and remain connected to the broader community.

Commuting Patterns

Commuting patterns in Zephyrhills reflect the suburban nature of the community. A large portion of the population commutes to work by car, with approximately 77% of workers age 16 and over driving alone, according to the 2018-2022 American Community Survey. Carpooling and working at home each account 10% of work trips. Walking, biking, transit, and other modes each represent 1% or less of work trips. Reliance on driving is closely related to several mobility challenges that face the city and region, including the burden of roadway maintenance, congestion, and safety concerns—particularly for people walking and biking.

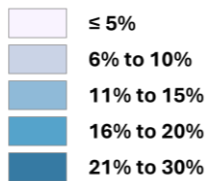
The average commute time for city residents is about 28 minutes, which is slightly higher than commute times for the Tampa-St. Petersburg-Clearwater Metro Area (27.7 minutes), State of Florida (27.9 minutes), and the United States (27.6 minutes).

Figure TRA 6. Zero-Vehicle Households, Joint Planning Area.



LEGEND

Percent Occupied Housing Units With No Vehicle Available



Source: 2018-2022 American Community Survey, US Census Bureau.

Of the workforce living in the city, 717 are employed in the city and 6,548 are employed elsewhere.⁵ The workforce living outside the city and working in the city accounts for 7,718 of the total 8,435 jobs in city. This data underscores the city's role as an employment hub, emphasizing the need for targeted transportation planning to efficiently accommodate the commuting patterns of its workforce.

The net inflow of workers shows there is a significant demand for transportation infrastructure that supports inbound commuting. This could place additional pressure on the city's transportation networks during peak hours, particularly on key entry corridors. The inflow of workers underscores the need for sufficient road capacity, parking facilities, and public transit options to accommodate non-resident workers.

A complementary strategy to reduce vehicle miles traveled and peak hour travel demand is to provide more housing options in proximity to city employment centers. This approach not only addresses current transportation challenges but also supports the community's long-term planning goals for economic development, sustainability, and quality of life.

Transportation Preferences

Transportation preferences in the community are evolving, driven by demographic shifts and changing lifestyle choices. While personal vehicles continue to be the primary mode of transportation, there is a growing interest in alternatives that offer more diverse and sustainable options. Recent community engagement for the Zephyrhills Mobility Plan revealed a strong and increasing demand for enhanced walkability and bikeability, with

residents calling for more sidewalks, bike lanes, and pedestrian-friendly streets.

The community has also shown significant support for expanding transit services, with many advocating for more frequent headways, broader service coverage, and accessible and sheltered bus stops. There is a clear preference for implementing "Complete Streets" policies, which prioritize the safety and accessibility of all transportation system users, including pedestrians, cyclists, and transit riders.

Additionally, the community has voiced concerns about improving transportation options for transportation-disadvantaged populations, such as seniors, low-income residents, and individuals without access to personal vehicles. Expanding public transit, micro-transit, and active transportation infrastructure are seen as vital steps in ensuring that these populations have equitable access to essential services and economic and social opportunities.

Transportation System

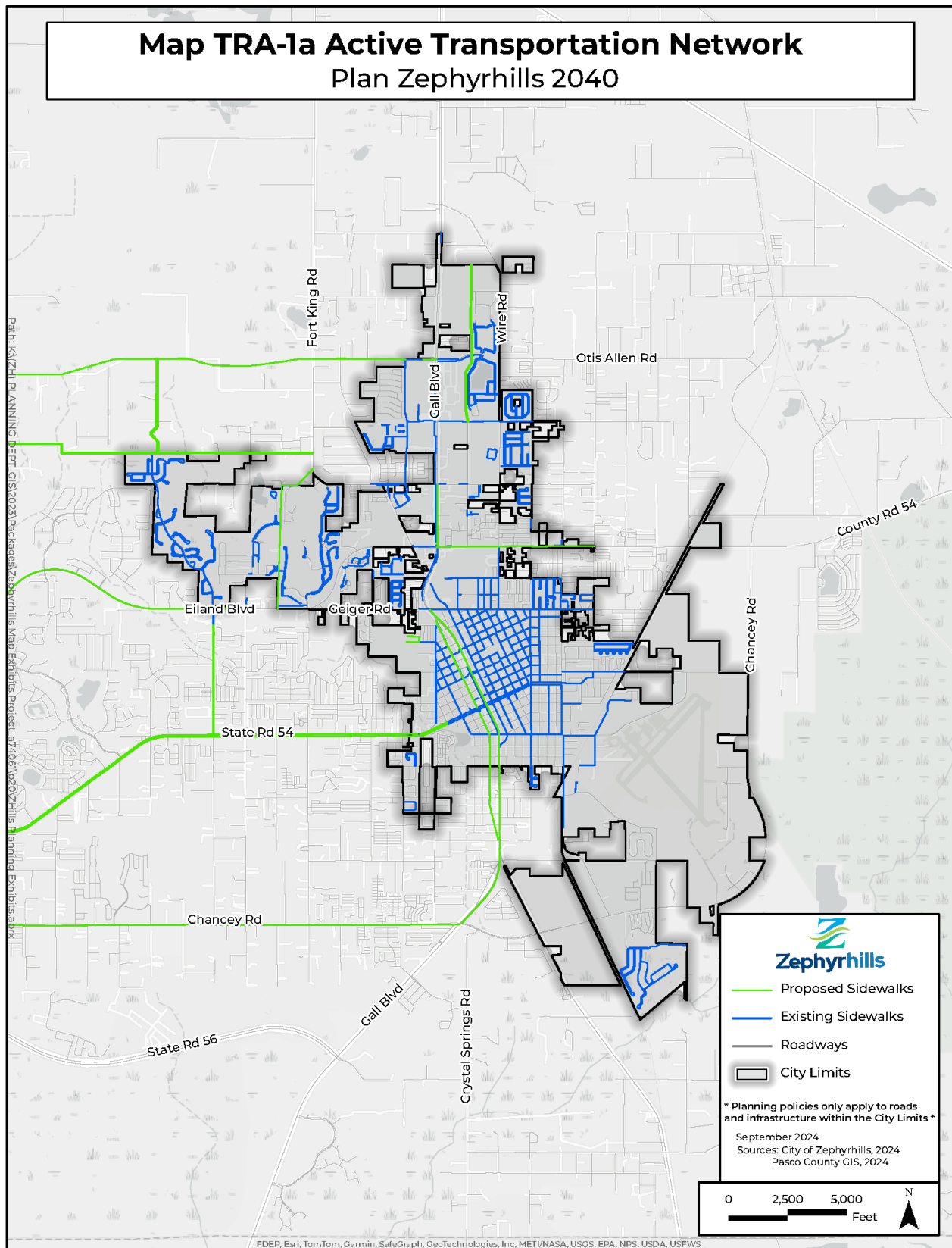
This section describes the transportation system serving the Zephyrhills area.

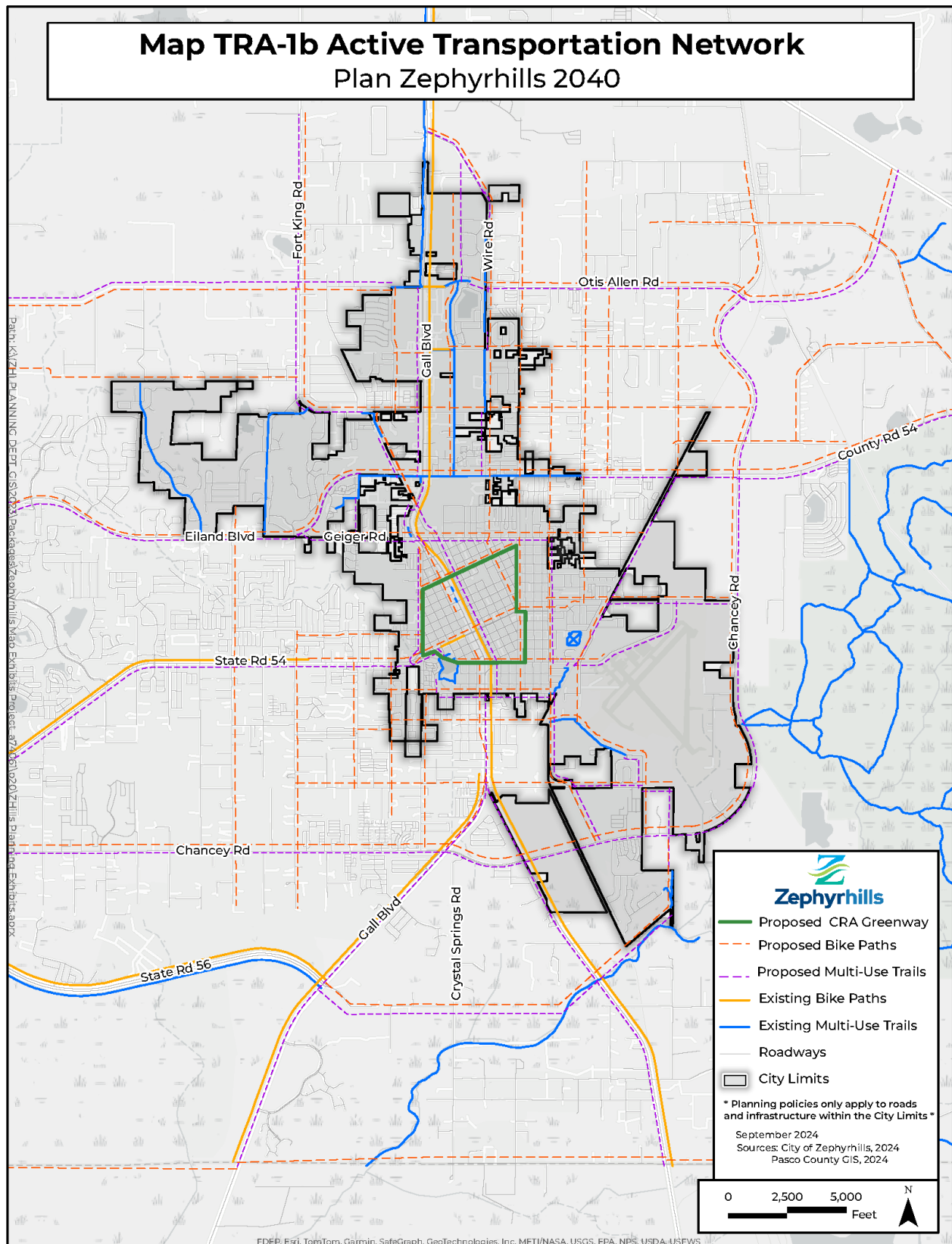
Active Transportation Network

Developing a network of walking and biking facilities has been the result of multiple efforts undertaken by the City of Zephyrhills, Pasco County, and the Pasco County MPO. These efforts have resulted in construction of sidewalks, bike lanes, and multiuse trails.

Maps TRA-1a and TRA1b on pages 11 and 12 depict the existing active transportation facilities in the city as well as remaining network gaps.

⁵ Inflow/outflow job counts, OnTheMap Longitudinal Employer-Household Dynamics ([LEHD](#)) Program, US Census Bureau, 2021.





Transit Network

The Pasco County Public Transportation service GOPASCO provides fixed-route and paratransit service in locations throughout the county. GOPASCO maintains 11 fixed routes that cover the county from Wesley Chapel to Zephyrhills to Dade City in East Pasco and Holiday to New Port Richey to Hudson to Shady Hills in West Pasco. Five routes provide regional connections.

Zephyrhills is served by two GOPASCO routes. As shown in **Map TRA-2** on page 14, Route 30 operates primarily between Zephyrhills and Dade City and Route 54 provides east-west connection to US 19, south of New Richey. Route 30 and Route 54 provide overlapping service in the Downtown Zephyrhills area. Bus service is operational from 5:30 a.m. to 8 p.m. on weekdays and from 7 a.m. to 7 p.m. on Saturday.

On-demand transit service and paratransit are available upon request to those with mobility impairments, disabilities, or residents who qualify as transportation disadvantaged.

Thoroughfare Network

Map TRA-3 on page 15 shows the thoroughfare network in Zephyrhills and outlines the functional classification of roads and streets.

THOROUGHFARE FUNCTIONAL CLASSIFICATION

Functional Classification is a system used to categorize roads and streets based on their intended function in the overall transportation network. This classification system informs how thoroughfares are designed, managed, and prioritized according to their role in facilitating traffic flow, access to land uses, and connectivity across urban and rural areas. The

primary categories in a thoroughfare functional classification system are:

- *Arterials*: Roads that primarily serve longer-distance, higher-speed traffic. They are designed for mobility rather than access, meaning they focus on moving traffic efficiently from one area to another.
- *Collectors*: Collector roads balance between providing mobility and land access. They connect local streets with arterial roads and often serve local traffic, distributing it to higher-order roads.
- *Streets*: Streets primarily provide access to adjacent properties rather than focusing on moving traffic long distances. They carry lower traffic volumes and usually have slower speeds.

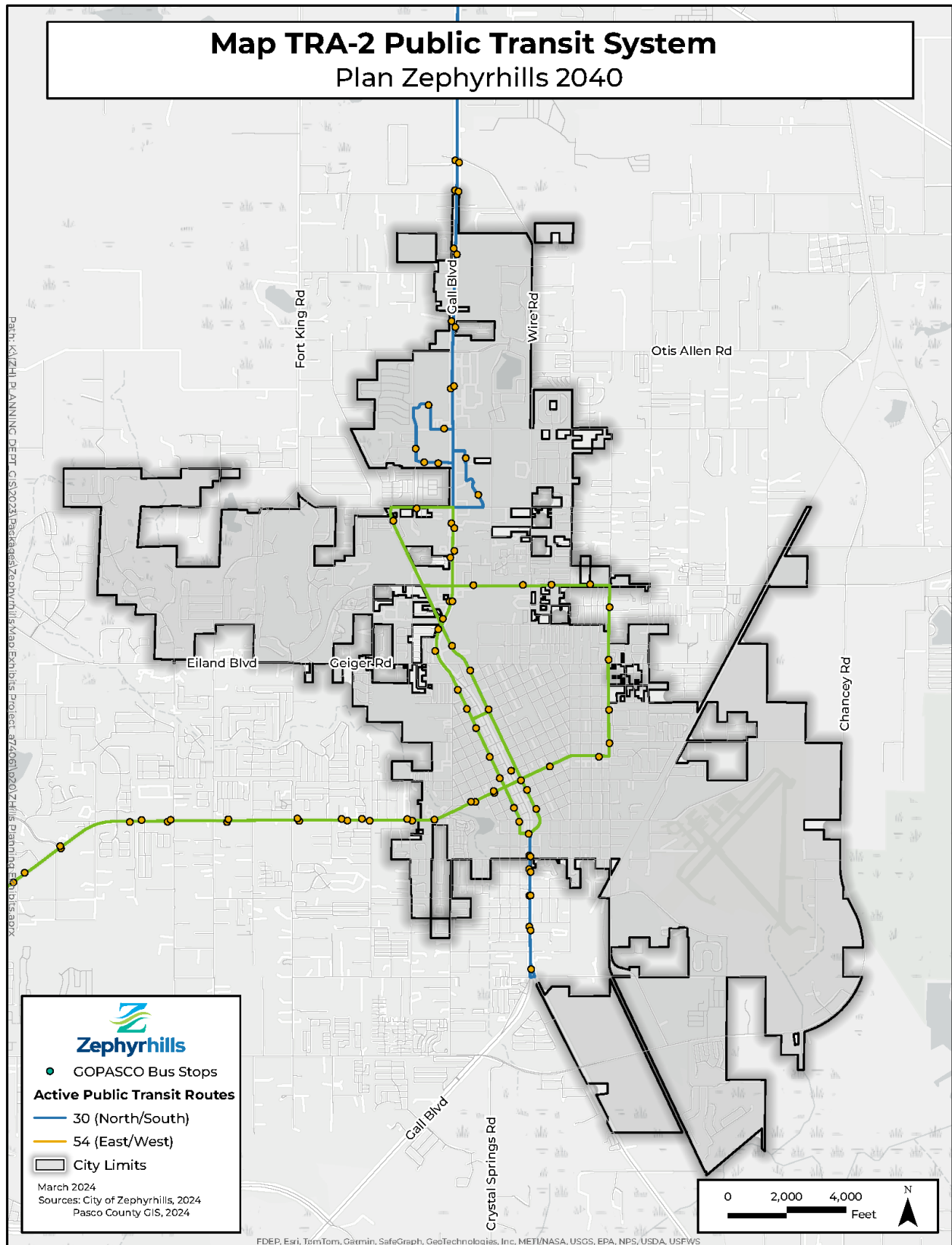
An informal thoroughfare classification is "stroad", a blend of "street" and "road". Stroads, typically multi-lane corridors, are thoroughfares that try to accommodate both high-speed traffic and direct property access. This combination of roles often leads to inefficient traffic flow, an unsafe environment for drivers, pedestrians, and cyclists, and a poor economic return on infrastructure investments.

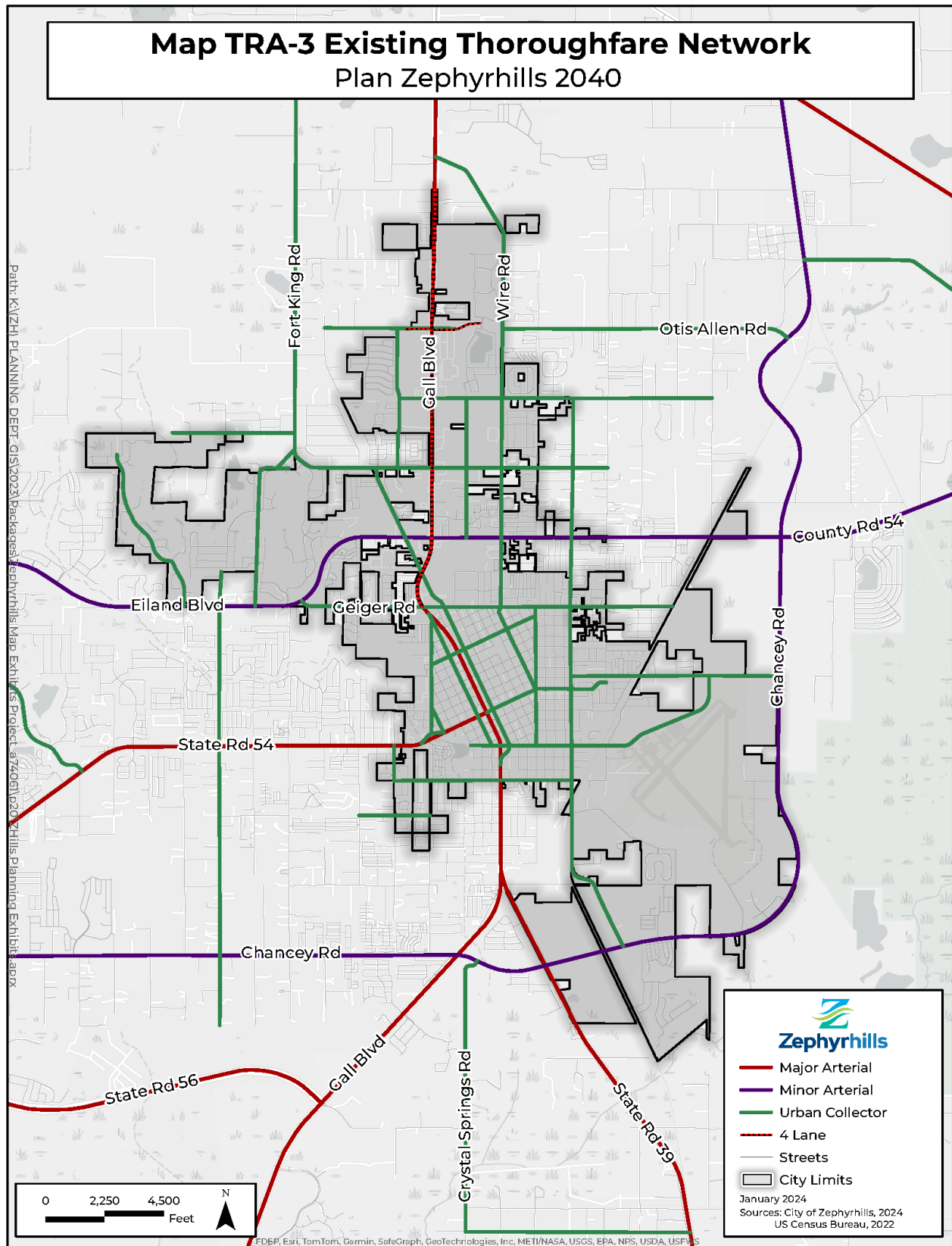
THOROUGHFARE LEVEL OF SERVICE

According to the Pasco County MPO 2045 Long Range Transportation Plan (LRTP)⁶, arterial and collector roads in the city operate at an acceptable level of service, which is level of service "D" during p.m. peak hours. The level of service tables in the LRTP, dated April 2020, show acceptable levels of service on Zephyrhills roads through year 2045.

Note: FDOT maintains the regional travel demand model which informs the MPO's level of service projections. The latest model is based on data from the 2020 decennial census (released 2021). New model outputs are needed for assessing future transportation needs and system performance.

⁶ [Appendix 8.6 Needs Plan Level of Service Report](#), Pasco County MPO Mobility 2045 Long Range Transportation Plan.





General Aviation

The Zephyrhills Municipal Airport (ZPH) is a transportation asset owned and operated by the City of Zephyrhills, located approximately 26 miles northeast of Tampa. As a public-use airport, ZPH plays a role in the transportation network, supporting both aviation operations and economic development within the region.

INFRASTRUCTURE AND OPERATIONS

ZPH is equipped with two paved runways designed to accommodate a variety of aircraft operations. Runway 01/19 measures 6,200 feet in length and 100 feet in width. Runway 05/23 measures 5,000 feet in length and 100 feet in width. Both runways are capable of servicing aircraft up to 60,000 pounds.

The airport handles approximately 50,000 annual operations and serves as the base for approximately 100 aircraft. ZPH's infrastructure supports a diverse range of aviation activities, including corporate and recreational flying, aircraft maintenance, and skydiving.

Situated on airport property, the 80-acre Zephyrhills Airport Industrial Park hosts a variety of businesses, including manufacturers, retailers, and service providers, serving as a hub for aviation-related commerce.

ZPH also serves as a focal point for community events, including a major annual festival that draws significant local and regional participation. The airport also supports internationally recognized skydiving operations, contributing to Zephyrhills' reputation as a premier location for skydiving instruction and experiences.

In 2023, the airport received \$6.6 million in state funding for significant infrastructure enhancements, including the construction of a new Fixed-Base Operator building, a new taxiway, and two additional hangars. These improvements are designed to expand ZPH's capacity to accommodate both corporate and recreational aircraft, reinforcing Zephyrhills a

prime destination for corporate aviation, skydiving, and other recreational aviation activities. These developments align with the City's broader economic strategy to leverage Zephyrhills' unique assets to attract new employers and create well-paying jobs within the community.

LAND USE COORDINATION

The City is committed to ensuring that development around ZPH is compatible with aviation operations and does not hinder future airport expansion. This involves careful coordination of land use to prevent incompatible structures and activities that could pose risks to aviation safety. This includes safeguarding airspace and preserving open areas critical for safe aircraft approaches and departures, in alignment with Federal Aviation Administration (FAA) guidelines and the long-term development blueprint outlined in the Airport Layout Plan (ALP), last updated in 2014.

A comprehensive update to the Airport Master Plan is programmed for fiscal year 2026/2027, ensuring that ZPH continues to meet the evolving needs of the aviation community and supports the City's economic development goals.

Rail

CSX Transportation owns and operates two S Line rail subdivisions traversing the Zephyrhills Industrial Corridor, playing a vital role in the city's transportation network. A rail subdivision refers to a specific segment of the larger CSX rail network. In Zephyrhills, these subdivisions offer freight movement options for industrial businesses, providing logistical advantages:

- Vitus Subdivision intersects the northeastern portion of the Zephyrhills Industrial Corridor for approximately two miles.
- Yeoman Subdivision extends through the western portion of the corridor for about

6.25 miles, notably providing direct rail access to portions of the Zephyrhills Airport Industrial Park, a strategic asset for businesses operating within the park.

These rail lines offer adjacent manufacturing companies efficient and cost-effective freight options and connectivity to Port Tampa Bay, the CSX Central Florida Intermodal Logistics Center in Winter Haven, and growing consumer markets in Central Florida.

RAIL ACCESS AND INFRASTRUCTURE INVESTMENT

Expanding or rehabilitating spur tracks to these subdivisions can be costly. CSX actively manages its rail network, including the systematic removal of inactive spur tracks, ensuring the system remains optimized for



Speeding is the leading cause of crashes, putting lives at risk every day.

active freight operations.

BENEFITS TO THE TRANSPORTATION SYSTEM

CSX rail infrastructure complements the city's overall transportation system by offering a reliable and efficient means of transporting bulk materials and finished products. Rail transport helps reduce the reliance on trucks, alleviating congestion on city thoroughfares and minimizing wear and tear on the road infrastructure. This not only supports local businesses but also enhances the overall sustainability of the city's transportation system.

ENHANCING INDUSTRIAL COMPETITIVENESS

The integration of CSX rail lines within the Zephyrhills Industrial Corridor strengthens the city's appeal as a prime location for industrial investment. Access to cost-effective and reliable freight transportation allows businesses to manage large-scale operations efficiently, connecting to regional, national, and international markets. These logistical advantages position Zephyrhills as a competitive hub for industrial and economic growth.

3. Transportation and Mobility Needs

This section outlines the key transportation and mobility needs identified through the data analysis and community input discussed in Section 2 Planning Context.

Traffic Safety

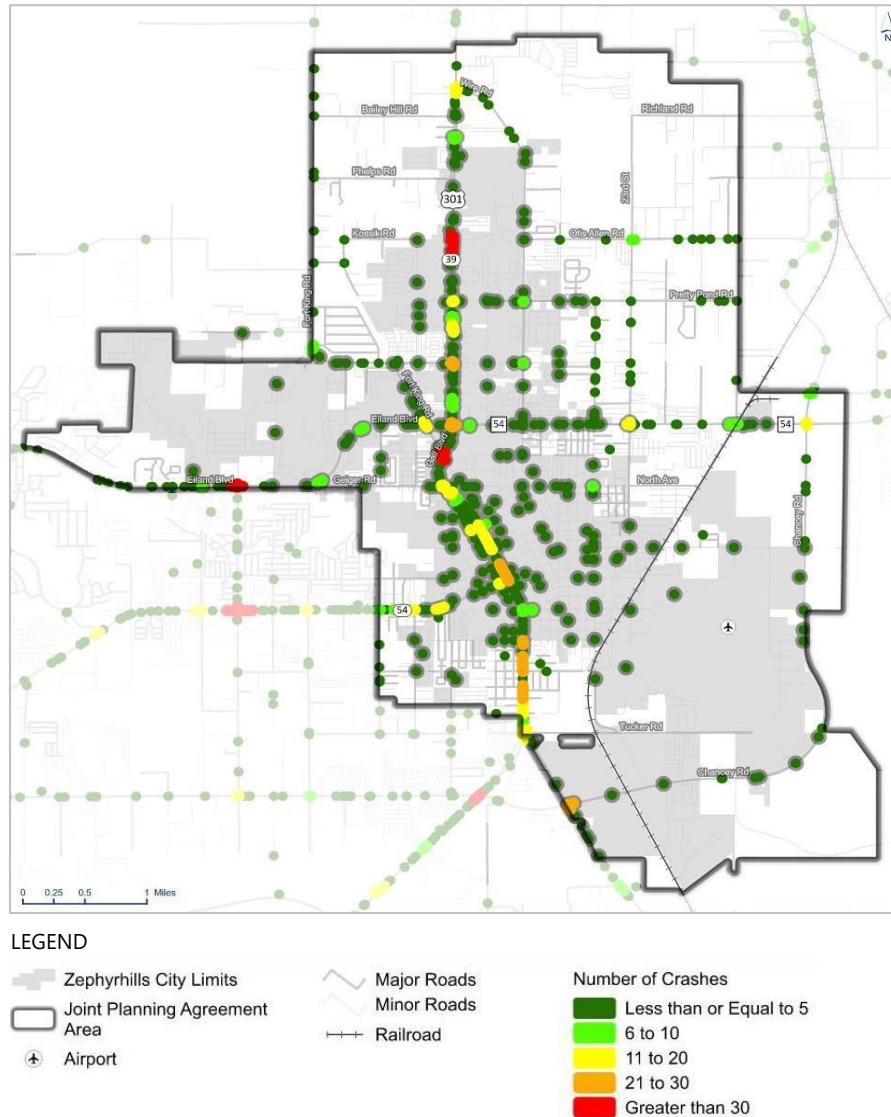
Figure TRA-7 and **Figure TRA-8** on the next page identify crash locations in the city and Joint Planning Area from 2018 to 2022. A crash involves a vehicle that results in property damage, injury, or death, including those involving people walking or biking.

The highest risk crash locations, those with greater than three fatality or severe injury crashes, are the segments of US 301 at Wire Road, Corey Street, Palm Grove Drive, Tucker Road, and Chancey Road and where Old Lakeland Highway meets Lynbrook Drive.

Multimodal Transportation Options

Multimodal transportation options ensure that everyone has access to safe and affordable means of travel, enabling them to fully engage in society and realize their potential.

Expanding and promoting mobility options such as walking, biking, and public transit offers numerous community benefits. These

Figure TRA-7 Crash Locations, 2018-2022.

Source: FDOT Crash Data Management System, February 8, 2024.

Figure TRA-8 High-Frequency Crash Locations, City and Joint Planning Area, 2018-2022.

Facility	Crossroad/General Location	Crash Frequency
US 301	Kossik Rd	>30 crashes
	Daughtery Rd	21-30 crashes
	Eiland Blvd/CR 54	21-30 crashes
	Fort King Rd	>30 crashes
	5 th Ave to 8 th Ave	21-30 crashes
	C Ave to Corey St (south of city boundary)	21-30 crashes
	Chancey Rd	21-30 crashes
Eiland Blvd	Coats Rd	>30 crashes

Source: FDOT Crash Data Management System, February 8, 2024..

modes encourage active lifestyles, support public health, generate less pollution, use less energy, and are more cost affordable as compared to driving. Diversifying transportation options can also reduce traffic congestion by decreasing the number of single-occupancy vehicles on thoroughfares.

Additionally, better public transit routing, frequency, and infrastructure would improve the mobility of many residents who do not drive due to age, physical ability, income status, or other reasons.

Traffic Congestion

Traffic congestion “Hot Spots” and “Hot Zones” where congestion is most extreme are shown in **Figure TRA-9**. These areas are concentrated along key commercial corridors and major intersections, leading to frequent delays and reduced mobility, negatively impacting both residents and businesses.

To alleviate congestion, the City has identified a Bypass Loop Road concept that would utilize existing arterial roads (see **Map TRA-4** on page 21). This facility is envisioned to divert regional traffic away from congested areas, reducing the load on the in-town street network and improving connectivity between regional destinations.

Freight Movement

As the City seeks to expand its manufacturing base, addressing freight movement needs will be critical to supporting economic growth and ensuring efficient goods movement. Key freight corridors and intersections will need to be upgraded to handle larger volumes of freight traffic safely and efficiently. Addressing congestion and crash hot spots on freight corridors is critical for improving traffic flows and reducing travel times. In addition, freight movement needs must be balanced to minimize impacts on residential areas and other sensitive land uses.

Transportation and Land Use Coordination

As Zephyrhills continues to grow, collaboration between the City and Pasco County is vital. Effective coordination will ensure that growth is managed in alignment with the community’s development vision, avoiding inefficient sprawl and promoting a more sustainable land-use pattern that supports multimodal transportation and cost-effective public service delivery.

Joint Planning Area

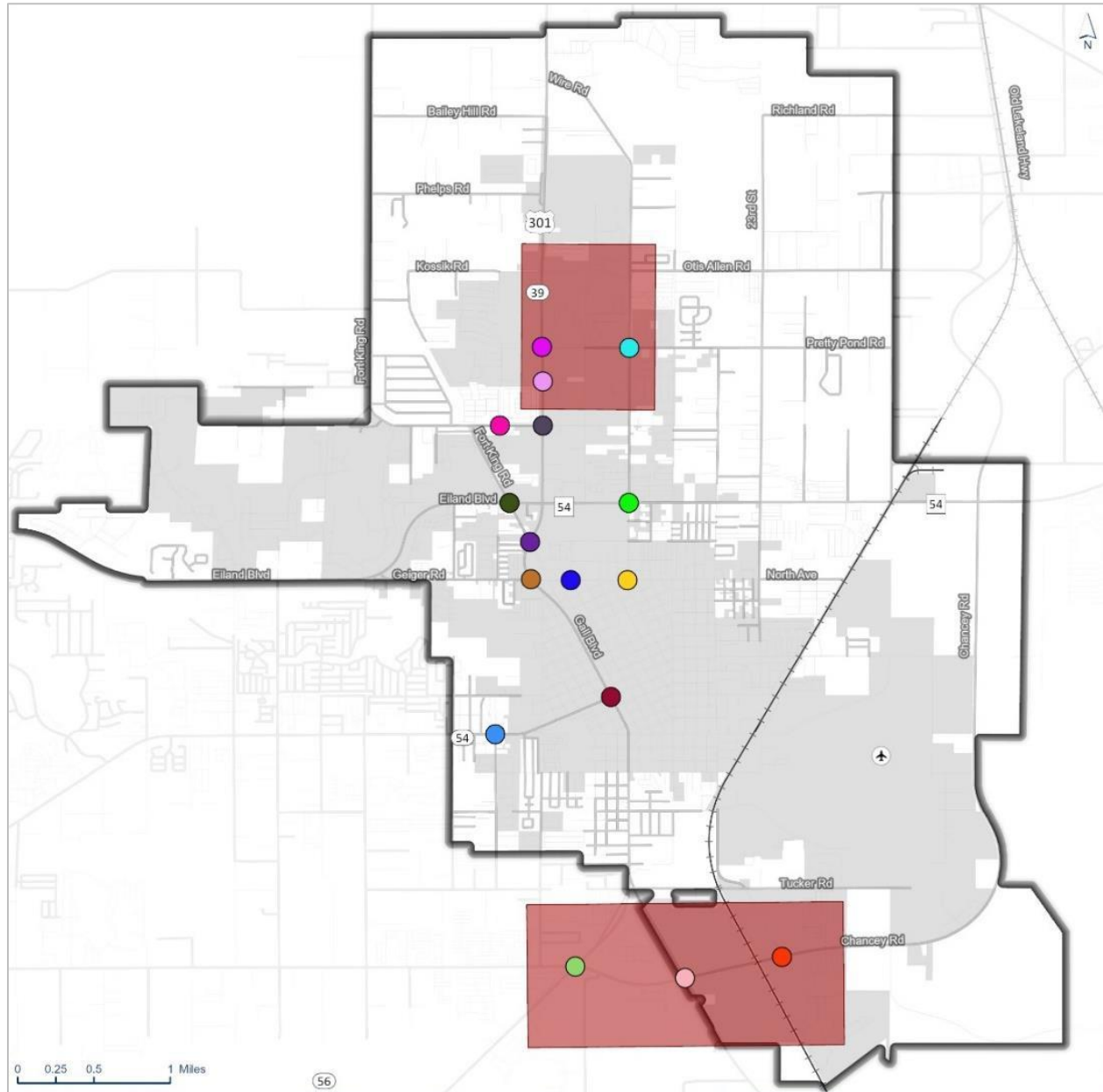
The Joint Planning Area serves as the interface where the development visions of both the City and County converge. Coordinating planning efforts in this area ensures that these local governments work toward shared goals, preventing disjointed development patterns that can strain infrastructure and create long-term challenges.

A regional planning approach to transportation and land use within the Joint Planning Area can help both the City and County to optimize infrastructure investments, support multimodal transportation, and preserve natural ecosystems and valued rural landscapes.

Sprawl Pattern Development

One of the key challenges facing the City is the tendency toward low-density, car-dependent sprawl, which leads to higher infrastructure costs, traffic congestion, and reduced walkability. Sprawling development increases household transportation costs, especially for lower-income residents, by requiring reliance on cars and longer commutes. This reduces quality of life, limits access to services, employment centers, and recreational opportunities, and increases stress due to extended travel times and limited mobility options. Addressing these issues is essential for enhancing the city's livability and transportation efficiency.

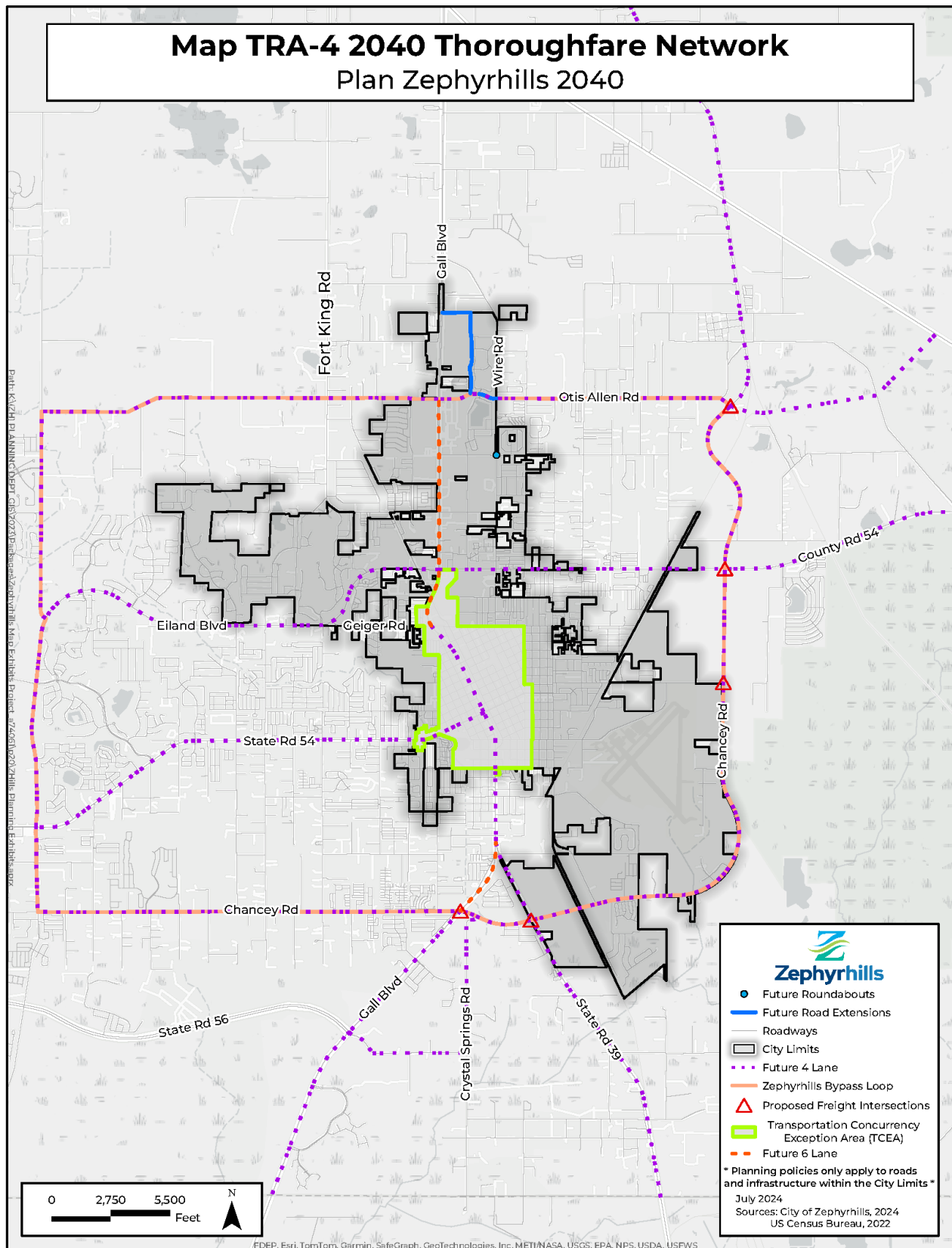
Figure TRA-9 Congestion Hot Spots, 2024.



LEGEND

- | | | | |
|---------------------------------|------------------------------|--------------------------|-----------------------------|
| Zephyrhills City Limits | 5th Ave (SR 54) & Court St | Pretty Pond Rd & Wire Rd | US 301 & Medical Arts Court |
| City-County Joint Planning Area | CR 54 & Wire Rd/12th St | SR 39 & Chancey Rd | US 301 & Pretty Pond Rd |
| Hot Zone | Copeland Dr & Chancey Rd | US 301 & 5th Ave (SR 54) | |
| | Eiland Blvd & Fort King Rd | US 301 & Chancey Rd | |
| | Greenslope Dr & Daughtery Rd | US 301 & Daughtery Rd | |
| | North Ave & 8th St | US 301 & Fort King Rd | |
| | North Ave & 12th St | US 301 & Geiger Rd | |

Source: FDOT Crash Data Management System, February 8, 2024.



4. Plan to Meet Needs

The strategies highlighted in this section represent the community's highest priorities for ensuring that the transportation network evolves in a way that is both responsive to current demands and adaptable to future growth. The complete set of strategies to achieve the community's transportation and mobility goal is identified in the goal, objective, and policy statements in Section 5.

Traffic Safety Countermeasures

A traffic safety countermeasure is any action, strategy, or intervention implemented to reduce the risk of traffic crashes, mitigate their severity, and enhance the overall safety of users.

Complete Streets

Align City design standards with State and National guidelines for Complete Streets.

Street design has evolved significantly since the 2003 release of "A Citizen's Guide to Better Streets"⁷, which advocated for streets designed for all users, not just vehicles. The development of Complete Streets policies at the local, state, and federal levels grew quickly thereafter.

The Florida Department of Transportation updated the Florida Design Manual (FDM) to include Complete Streets principles. Cities and counties in Florida have followed suit by adopting Complete Street policies and implementation plans.

Currently, Article VII of the City of Zephyrhills Land Development Code incorporates the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (the "Green Book").



Complete Streets are designed to fit their unique context, balancing safety and accessibility for all users.

While the FDM and Green Book are complementary, the Green Book provides foundational standards, while the FDM offers more detailed and specific guidance on advanced design practices and modern innovations. The Green Book focuses on ensuring that all designs meet basic safety and operational standards. The FDM includes more comprehensive guidance on context-sensitive and multimodal design, reflecting current trends in transportation planning.

The National Association of City Transportation Officials (NACTO) Street Design Guidelines provide best-practice standards and recommendations for designing safe, efficient, and inclusive streets in urban contexts to support vibrant, urban places.

POLICY REFERENCE

TRA 1.7.2. Complete Streets Design Standards.

⁷ [A Citizen's Guide to Better Streets: How to Engage Your Transportation Agency](#), Gary Toth, Project for Public Spaces, 2008, revised.

Safety Plan and Projects

Prepare and implement a Comprehensive Safety Action Plan

The Safe Streets and Roads for All (SS4A) Program offers Planning and Demonstration Grants⁸ to support the development of Comprehensive Safety Action Plans. These plans are designed to identify transportation safety issues and propose effective safety countermeasures. Aligned with the U.S. Department of Transportation (USDOT) National Roadway Safety Strategy, the SS4A Program aims to achieve zero roadway deaths through a Safe System Approach.

Safety countermeasures supported by the SS4A Program can vary widely, from straightforward, cost-effective improvements, such as upgrading road signs or adjusting traffic signal timings, to more involved infrastructure changes, including redesigning intersections or implementing traffic-calming measures. The primary objective is to address the root causes of crashes, whether they stem from human behavior, road design, or environmental factors, and foster a safer transportation environment.

The SS4A Program, currently funded through 2026, also funds safety projects through Implementation Grants.



Safety countermeasure to address a high-frequency crash location.

POLICY REFERENCE

TRA 1.3.5. State and Federal Funding for Transportation Safety and Infrastructure

Walk/Bike Infrastructure

By providing interconnected and well-maintained pathways, walk/bike infrastructure supports active transportation, reduces reliance on motor vehicles, encourages physical activity, and fosters a more connected and vibrant community.



The sidewalk is often our first step toward independence—where we learn to walk, ride a bike, and navigate on our own in the world.

Sidewalks

Prioritize, fund, and construct sidewalk projects designed to address safety needs and network gaps.

The City has significantly increased investments in sidewalk projects in recent years, reflecting its commitment to providing safe walking infrastructure and connectivity to schools, parks, and other key destinations. Over the past two years, the city has successfully completed eight miles of new sidewalks, with additional budget allocations planned for sidewalk projects in the coming years.

POLICY REFERENCE

TRA 1.6.1. Active Transportation Network

⁸ [Safe Streets for All Grant Program, USDOT.](#)



Greenway trails attract a diverse range of users, from nature enthusiasts and fitness seekers to daily commuters.

Greenway and Multiuse Trails

Plan and implement a network of greenways and multiuse trails that support active transportation, recreation, and connectivity to parks, preserves, and centers within the city and region.

Greenway and multiuse trails have broad appeal for their ability to:

- Attract diverse users, from recreational enthusiasts to everyday commuters
- Enhance walk/bike connectivity between neighborhoods, parks, schools, workplaces, and commercial centers
- Promote health and wellbeing by supporting active lifestyles and recreation
- Conserve natural landscapes, biodiversity, and ecological connectivity
- Support local and regional sports- and eco-tourism initiatives
- Enhance the attractiveness of the city for business and residential relocations

A *greenway trail* is a type of pathway that runs through a greenway, which is a protected linear corridor of natural or landscaped open space designed to connect larger areas of open space and provide wildlife habitat. A greenway trail can be paved or unpaved.

A *multiuse trail* is another pathway type designed for walking and biking. Multiuse



This bus stop is accessible from the sidewalk and provides seating and shelter for waiting bus riders.

trails can be located in a variety of settings to serve different needs and purposes. These trails can run along streets, waterways, and rail corridors and through parks, open spaces, and campuses. Multiuse trails are usually paved and maintained to support active transportation.

TRA 1.6.1. Active Transportation Network

TRA 1.7.10. Greenway Trails Partnerships

Public Transit

Public Transit Infrastructure

Collaborate with GOPASCO to upgrade bus stops in Zephyrhills, enhancing safety, accessibility, and comfort for bus riders throughout the city.

This strategy involves upgrading existing bus stops to include modern amenities such as covered waiting areas, comfortable seating, and lighting, where appropriate, to better serve current riders and attract new riders. Ensuring that all bus stops are accessible from the sidewalk network is essential for accommodating people with disabilities. Additionally, integrating secure bicycle racks at bus stops in key locations will support multimodal commutes.

POLICY REFERENCE

TRA 1.5.8. Transit Accessibility

TRA 1.6.3. Bicycle Parking

Thoroughfare Capacity Projects

These strategies involve transportation infrastructure alterations that aim to increase the traffic capacity of the road network. Capacity projects may include one or more of the following treatments:

- Expanding the number of travel lanes to increase vehicular throughput
- Upgrading intersections with additional turn lanes, better signalization, or roundabouts to reduce congestion
- Coordinating signals along a corridor to improve traffic flow and reduce delays
- Controlling the placement of driveways, medians, and turn lanes to minimize conflicts between through traffic and local access
- Adding facilities for walking, biking, and transit to accommodate non-car trips

Capacity projects are typically pursued to address safety, congestion, and planned growth and development.

Bypass Loop Road

Collaborate with transportation partners to upgrade existing arterial roads that generally encircle the City of Zephyrhills to help manage traffic demand, increase safety, and support multimodal mobility.

The Bypass Loop Road concept is depicted on **Map TRA-4**. The Bypass Loop Road concept offers a long-range solution to managing increasing traffic volumes resulting from regional growth, while helping to reduce congestion within the Zephyrhills Community Redevelopment Area. By diverting regional traffic away from the city's core and onto the Bypass Loop Road, the strain on the city's historic street grid would be lessened, potentially eliminating the need for additional travel lanes within the city's historic street grid. Envisioned features of the Bypass Loop Road include:

- Four bidirectional travel lanes with a center median
- Dedicated multimodal facilities for walking, biking, and public transit, including a continuous multiuse trail
- Access management, such as limited driveway access, controlled entry points, and frontage/reverse frontage roads, where appropriate
- Shade trees and landscaping

Also see *Smart Corridor Design* (page TRA-27).

POLICY REFERENCE

TRA 1.1.9. Planning Studies

TRA 1.2.2. Transportation Concurrency Exception Area

TRA 1.3.2. Advancing Regional Projects

TRA 1.6.9. Freight Movement

TRA 1.8.1. Innovative Transportation Infrastructure

Map TRA-4 2040 Thoroughfare Network (policy map)

Chancey Road/Old Lakeland Highway

Widen and modernize Chancey Road/Old Lakeland Highway within the Zephyrhills Industrial Corridor to enhance safety and facilitate freight movement.

This conceptual project, which extends from SR 39 to Otis Allen Road, is part of the Bypass Loop Road concept depicted on **Map TRA-4**. The strategy focuses on transforming the road into a four-lane, multimodal arterial to support local industrial businesses and regional traffic. An integrated system of frontage/reverse frontage roads would further enhance safety and traffic flows.

Also see *Smart Corridor Design* (page TRA-27).

POLICY REFERENCE

TRA 1.4.3. Economic Development

TRA 1.6.8. Activity Centers

TRA 1.6.9. Freight Movement

Map TRA-4 2040 Thoroughfare Network (policy map)

County Road 54

Widen and modernize CR 54 to enhance safety, reduce travel delays, and provide connectivity to regional arterial roads.

This strategy involves widening CR 54 from US 301 to US 98 from two lanes to four lanes to support mixed traffic, including moderate truck traffic, people walking and biking, general traffic, and possibly transit vehicles. This project would provide direct connectivity to US 98, a four-lane state highway, as well as connectivity to the conceptual Bypass Loop Road via Old Lakeland Highway. Also see *Smart Corridor Design* (page TRA-27).

POLICY REFERENCE

Objective TRA 1.5. Safety and Accessibility
Map TRA-4 2040 Thoroughfare Network (policy map)

Eiland Boulevard/Morris Bridge Road

Widen and modernize Eiland Boulevard/Morris Bridge Road to enhance safety and mobility.

This strategy involves widening Eiland Boulevard/Morris Bridge Road from US 301 to SR 56 from two lanes to four lanes to support mixed traffic, people walking and biking, and possibly transit vehicles. This project would provide direct connectivity to SR 56, a four-lane state highway, as well as connectivity to the conceptual Bypass Loop Road. Also see *Smart Corridor Design* (page TRA-27).

POLICY REFERENCE

Map TRA-4 2040 Thoroughfare Network (policy map)

Integrated Transportation and Land Use

Integrated transportation and land use is the key to creating more connected, livable, and resilient neighborhoods and centers.

Joint Planning Area

Collaborate with Pasco County to effectively manage growth and development in the Joint Planning Area.

The City and County will continue to work together to promote Smart Growth principles and mitigate the negative effects of urban sprawl in the Joint Planning Area. By focusing on compact, connected development patterns in areas where public infrastructure and services already exist, both governments can reduce the financial burden of extending infrastructure and services to sprawling developments.

Intergovernmental collaboration should continue to refine and adopt the US 301 Model Development Code, developed by Pasco County and the cities of Zephyrhills and Dade City to implement the US 301 Corridor Land Use Vision and Transportation Strategy. The corridor extends from Kossik Road in Zephyrhills to the US 98 Bypass at 7th Street in Dade City. The Model Code includes specific zoning standards, public realm treatments, and design guidelines aimed at fostering connected development served by a multimodal transportation network.

POLICY REFERENCE:

TRA 1.4.1. Placemaking and Connected Places
TRA 1.4.2. Infill and Redevelopment

Community Redevelopment Area

Restore the city's historic street grid to a system of two-lane, bi-directional streets to enhance safety and mobility for all users and support walkable, urban development.

Prioritizing new development, including infill and redevelopment, to areas with infrastructure and services already in place, makes use of available capacity, maximizing the efficiency of public infrastructure investments. Leveraging the existing multimodal transportation network reduces the need for costly infrastructure expansions in areas lacking such amenities.

A critical mass of urban-scale development and transportation infrastructure and services enhances accessibility and connectivity, making

it easier for residents to use various modes of transportation.

- *US 301/Gall Boulevard Vision:* A two-lane, bi-directional Complete Street with on-street parking.
- *6th Street Vision:* A two-lane, bi-directional Complete Street with on-street parking.
- *7th Street Vision:* A two-lane, bi-directional Complete Street with on-street parking.
- *A Avenue Vision:* A two-lane, bi-directional Complete Street that crosses US 301/Gall Boulevard. This vision restores connectivity that the 6th and 7th Street one-way pair originally disrupted, allowing residents and businesses on either side to be more easily linked.

POLICY REFERENCES:

TRA 1.2.2. Transportation Concurrency Exception Area
Map TRA-4 2040 Thoroughfare Network (policy map)

Smart Corridor Design

Design transportation corridors with a clear purpose to create safe streets and efficient roads, not “stroads”.

A “stroad” is an inefficient hybrid that blends the high-speed function of a road with the frequent access and local interaction of a street, resulting in unsafe conditions for walking and biking, inefficient traffic flow, and negative land-use outcomes.

The anti-stroad principles listed below should be factored in transportation and land use decision making to promote traffic safety and efficiency and sustainable urban development:

- Clearly define the function of a thoroughfare as a street or a road and avoid mixing these functions within the same corridor.
- Limit direct access points on roads in favor of service roads or rear-access alleys for local access.



Source: [Stroad to Recovery, Balancing the needs of roads and streets](#) by Scott Rhode, *Alaska Business Magazine*, February 2024.

- Prioritize local connectivity on streets, with lower speeds and walk/bike-friendly infrastructure.
- Implement access management strategies, including medians, turn lanes, and intersection spacing to control access and maintain smooth traffic flow on roads and prevent chaotic mixing of high-speed traffic with local turning movements.
- Coordinate land use with transportation by encouraging mixed-use, walkable development adjacent to streets while ensuring higher-speed roads are separated from compact development patterns to discourage the introduction of car-dependent uses, which often lead to the creation of stroads.
- Accommodate multimodal infrastructure, reducing reliance on cars for short trips and supporting a more sustainable transportation system.

POLICY REFERENCE

TRA 1.2.2. Transportation Concurrency Exception Area
TRA 1.7.1. Context Classification System
TRA 1.7.2. Complete Streets Design Standards
TRA 1.7.3. Frontage and Backage Roads Systems
TRA 1.7.12. Street Design Standards
TRA 1.7.13. Access Management Standards

5. Goal, Objectives, and Policies

The Goals, Objectives, and Policies of the Transportation and Mobility Element outlines a strategic framework necessary to create a safe, efficient, and sustainable transportation system that meets the needs of our diverse and growing community. This element is designed to enhance connectivity, reduce congestion, and increase multimodal transportation options in support of quality of life for all residents both now and in the future.

Unless otherwise stated, the Goal, Objectives, and Policies apply to the City of Zephyrhills and its incorporated area.

Note: Images shown in this section are for illustration purposes only and do not represent City policy.

GOAL TRA 1. TRANSPORTATION AND MOBILITY

Our community is committed to developing and maintaining a smart, sustainable, multimodal transportation system that prioritizes safety, accessibility, and equity.

The transportation system will be responsive to the diverse needs of all residents, regardless of age, ability, income level, or location, and will support mobility, independence, and participation in economic, social, and cultural opportunities.

The transportation system will also serve to protect our natural environment and special places and support community health and economic vitality.

Most importantly, our community aims to achieve zero transportation-related fatalities and severe injuries in Zephyrhills.

Objective TRA 1.1. Needs Assessment

Identify current and long-range transportation network deficiencies in the context of the City's Future Land Use Map and the community's overarching vision to form the foundation for transportation planning and project development which enhance access and mobility.

POLICIES

It shall be the City's policy to:

TRA 1.1.1. Data-Driven Needs Assessment

Utilize data, including traffic volume data, crash data, travel behavior surveys, ridership statistics, and other available data, to identify issues, forecast transportation needs, and optimize resource allocation.

TRA 1.1.2. Community Engagement

Engage with the community to gather input and feedback on neighborhood-level and citywide transportation needs, priorities, and potential solutions.

TRA 1.1.3. High-Injury Network

Assess crash data to identify thoroughfares, intersections, and other parts of the transportation network where a disproportionate number of severe injuries and fatalities occur.

TRA 1.1.4. Sidewalk Inventory

Maintain a prioritized inventory of missing sidewalk links, detailing specific locations and infrastructure needs.

TRA 1.1.5. Bicycle and Pedestrian Count Data

In coordination with local and state transportation agencies, periodically collect bicycle and pedestrian count data to better understand use and demand for active transportation infrastructure.

TRA 1.1.6. Zephyrhills Mobility Plan

Align transportation planning and project development with the recommendations outlined in the Zephyrhills Mobility Plan addressing multimodal solutions for all users. Evaluate and update the mobility plan every five years or as needed.

TRA 1.1.7. Community Redevelopment Plan and Neighborhood Plans

Incorporate transportation needs identified in the Community Redevelopment Agency (CRA) Community Redevelopment Plan and neighborhood plans into the City's overall transportation strategy to ensure transportation improvements align with CRA redevelopment initiatives.

TRA 1.1.8. Congestion "Hot Spots"

Conduct traffic analyses to identify congestion 'hot spots' and develop targeted interventions to alleviate bottlenecks, such as intersection upgrades and signal timing optimization, while balancing the needs of pedestrians, cyclists, and transit users.

TRA 1.1.9. Planning Studies

Participate in planning studies conducted by local and state agencies to identify local and regional transportation needs, and to optimize existing facilities, resources, and community initiatives.

Objective TRA 1.2. Level of Service Standards

Ensure that the transportation system meets the needs of all users, maintains reliability, and supports sustainable growth by establishing Level of Service (LOS) standards and benchmarks to guide future infrastructure investments and policy decisions.

POLICIES

It shall be the City's policy to:

TRA 1.2.1. Vehicle-Trip Evaluation Standard

Apply the minimum vehicle-trip level of service (LOS) standard of "D" during peak hours for major and minor arterials and local streets to administer the City's concurrency requirements per Article V. Adequate Public Facilities, Land Development Code; monitor system performance; and implement transportation control measures, signal improvements, and management strategies to maintain or improve service levels.

TRA 1.2.2. Transportation Concurrency Exception Area

Designate the Zephyrhills Community Redevelopment Agency (CRA) Community Redevelopment Area as the Downtown/In-Town Transportation Concurrency Exception Area (TCEA). The TCEA is intended to facilitate infill development and redevelopment served by multimodal transportation infrastructure and services that support neighborhood livability and commercial area viability. The vision for traffic circulation within the TCEA is a system of bi-directional, two-lane thoroughfares (one through lane in each direction) with on-street parking.

Within the TCEA, all development shall be exempt from transportation concurrency requirements, provided traffic impacts are mitigated through transit, sidewalk, bicycle, and/or trail network enhancements; intermodal facilities; demand management programs; and/or other traffic management techniques. The following priorities shall guide transportation planning and investments within the TCEA:

- a. *Primary priority:* Ensure a safe, comfortable, and attractive pedestrian environment that provides an adequate level of mobility through walking, biking, and connections to transit services.

- b. *Secondary priority:* Support vehicle mobility where it does not compromise the primary priority of pedestrian, bicycle, and transit accessibility.

TRA 1.2.3. Person-Trip Evaluation Measure

Explore the use of a person-trip methodology to assess the transportation system's efficiency and safety in moving people across all travel modes and understand demand for non-motorized and public transportation options. A person trip refers to a single journey made by one person from an origin to a destination, encompassing all modes of transportation.

TRA 1.2.4. Bicycle Route Evaluation Measure

Explore the use of Level of Traffic Stress standards for categorizing existing and proposed bicycle routes based on predicted stress levels experienced by cyclists considering factors such as traffic volume, speed limits, lane width, and presence of dedicated bicycle facilities.

Objective TRA 1.3. Project Prioritization and Funding

Prioritize local projects and advocate for funding priority for regional projects that will yield the greatest community benefits in terms of enhancing safety, reducing vehicle miles traveled (VMT), and managing congestion.

POLICIES

It shall be the City's policy to:

TRA 1.3.1. Prioritization Criteria

Prioritize transportation projects and initiatives for capital improvements programming and budgeting processes using prioritization criteria that may include, but is not limited to, the following:

- a. Enhances the safety of all users by reducing the severity and frequency of crashes;

- b. Serves transportation disadvantaged populations including children, seniors, people with disabilities, and people without access to a motor vehicle;
- c. Serves neighborhoods that have limited or no public transit service or active transportation infrastructure and, as a result, may face significant challenges in reaching essential services, employment opportunities, educational facilities, and other vital destinations;
- d. Reduces vehicle miles traveled (VMT) and roadway congestion;
- e. Supports environmental sustainability by reducing energy consumption or noise, air, or water pollution;
- f. Enhances the resilience and adaptability of the transportation infrastructure to future challenges or technological advancements;
- g. Improves multimodal connectivity between key destinations such as job centers, educational institutions, healthcare facilities, and recreational opportunities;
- h. Furthers the community's long-term vision and strategic objectives, including infill development, redevelopment, and transit-oriented development in areas served by public facilities and services;
- i. Evaluates cost-effectiveness, ensuring that resources are used efficiently to achieve the greatest benefits;
- j. Leverages funding from state, federal, or private sources to maximize the impact of City investments; and
- k. Considers community engagement, ensuring that projects reflect the needs and preferences of the community.

TRA 1.3.2. Advancing Regional Projects

Coordinate and collaborate with local, regional, and state transportation agencies to advance regional transportation projects and

programs that further community goals and initiatives. These activities should include:

- a. Conducting joint studies and engaging the community to identify regional transportation needs and potential solutions;
- b. Developing conceptual projects, considering route options and physical, natural, cultural, and sociocultural impacts;
- c. Coordinating with the Pasco County Metropolitan Planning Organization (MPO) and Florida Department of Transportation (FDOT) to prioritize funding for projects of benefit to Zephyrhills in the MPO Transportation Improvement Program and FDOT Five-Year Work Program.
- d. Leveraging funding opportunities, including public-private partnerships;
- e. Preparing project development and environment studies;
- f. Establishing interlocal agreements or memorandums of understanding outlining roles, responsibilities, and financial commitments; and
- g. Advocating for regional projects to state and federal legislators.

TRA 1.3.3. Transportation Impact Fees

Periodically review and update the City's transportation impact fee program to reflect changing infrastructure needs, emerging transportation trends, and community priorities. Explore the potential to expand the transportation impact fee program to support improvements that promote overall mobility by funding a variety of enhancements beyond traditional road and intersection projects.

TRA 1.3.4. State and Federal Funding for Transportation Safety and Infrastructure

Pursue state and federal funding opportunities, such as the Highway Safety Improvement Program (HSIP) and the Safe

Streets and Roads for All (SS4A) grant program, to finance projects that enhance transportation safety, reduce the frequency and severity of crashes, and improve the overall transportation infrastructure and services within the city.

Objective TRA 1.4. Alignment with City Goals and Initiatives

Align transportation decisions and investments with City goals and initiatives to promote sustainable and resilient community development that enhances mobility, reduces traffic congestion, contributes to the community's economic competitiveness, and support positive community health outcomes.

POLICIES

It shall be the City's policy to:

TRA 1.4.1. Placemaking and Connected Places

Coordinate transportation planning with the land use plans and development policies, including the Comprehensive Plan Future Land Use Map and placemaking policies, to ensure the transportation network is well-integrated with existing and planned development patterns, providing seamless multimodal connectivity between neighborhoods and key community destinations.

TRA 1.4.2. Infill and Redevelopment

Coordinate transportation planning and investments with City infill and redevelopment plans to revitalize urban areas, accommodate housing for the growing population, and curtail the proliferation of urban sprawl in areas lacking public facilities and services. Support regional transportation projects designed to alleviate congestion within the Zephyrhills Community Redevelopment Area and reduce the need for widening the historic street grid.

TRA 1.4.3. Economic Development

Align transportation decisions with City goals and initiatives to foster vibrant, resilient activity centers, attract new businesses and business expansions, and expand and diversify local job opportunities:

- a. *Zephyrhills Community Redevelopment Area*: Create walkable urban environments and enhance public transit to improve downtown access, reduce traffic congestion, spur private investment, and attract businesses and residents.
- b. *Zephyrhills Industrial Corridor*: Prioritize efficient transportation networks and reliable freight corridors to enhance business operations, spur industrial development, attract manufacturing companies, and expand access to the labor pool.
- c. *Zephyrhills Municipal Airport*: Enhance the Zephyrhills Municipal Airport as a significant revenue source for the city's tax base, ensuring its long-term self-sufficiency. All land use and infrastructure decisions shall be coordinated with the Airport Layout Plan (ALP), Airport Master Plan, and business development objectives of the airport, including the Zephyrhills Airport Industrial Park.

TRA 1.4.4. Healthy Community

Integrate public health considerations into all transportation planning and investment decisions to achieve co-benefits such as enhanced safety, support for active transportation and physical fitness, improved access to parks, grocery stores, and healthcare facilities, and healthier living environments through reductions in air, water, and noise pollution, as well as urban heat islands.

TRA 1.4.5. Energy Conservation and Pollution Reduction

Create a more sustainable and environmentally friendly transportation system by supporting

walking, cycling, and public transit use; integrating micro transit and micro mobility solutions; and expanding the availability of charging stations and other supportive infrastructure for low-emission vehicles, when feasible.

TRA 1.4.6. Green Infrastructure

Integrate green infrastructure into capital improvements planning and transportation infrastructure projects, such as permeable pavements, street trees, bioswales, and rain gardens, to manage stormwater, reduce urban heat islands, enhance the aesthetic and functional value urban green spaces, and create inviting environments for walking and biking.



Bioswale green stormwater infrastructure.

Objective TRA 1.5. Safety and Accessibility

Reduce transportation network hazards to prevent crashes and improve accessibility to community destinations, making travel safer, convenient, and more comfortable for all users, including children, seniors, and people with disabilities.

POLICIES

It shall be the City's policy to:

TRA 1.5.1. Safe System Approach

Address roadway safety challenges through The Safe System Approach by the National Highway Traffic Safety Administration, which



Safe System Approach, [NHTSA](#)

prioritizes human life and well-being with the goal of achieving zero transportation-related deaths and severe injuries.

TRA 1.5.2. High-Injury Network

Assess and address hazardous conditions within the High-Injury Network (HIN) through targeted design improvements and interventions that are informed by community input.

TRA 1.5.3. Targeted Safety Campaigns

Partner with transportation, law enforcement, and public health agencies, emergency responders, local schools, employers, and others to develop and implement safety campaigns tailored to address traffic safety issues. Use coordinated messaging,

educational materials, and targeted interventions to raise community awareness and foster a culture of safety.

TRA 1.5.4. Street Lighting

Enhance visibility and safety by strategically deploying street lighting in key locations where potential conflicts between users are prevalent, such as intersections, crosswalks, and areas with high pedestrian and cyclist activity. A street lighting strategy involves:

- Pinpointing high-conflict areas using data analysis and community input;
- Prioritizing installation of appropriate lighting in high-conflict areas;
- Designing for adequate visibility without causing glare or other hazards to other users; and
- Engaging nearby communities and user groups to ensure lighting placement and design effectively address the safety concern and are supported by the community.

TRA 1.5.5. Speed Management

Enhance traffic safety and promote sustainable and equitable transportation options by implementing a proactive speed management strategy in collaboration with the Police Department experts. The Designing Streets for Kids by the National Association of City Transportation Officials (NACTO) provides the following strategy guidance:

- Design for safe speeds that naturally encourage lower speeds;



Curb extension speed management.



Reduced curb radii speed management.



Speed limit set to design speed.

- b. Establish speed limits that reflect the surrounding environment;
- c. Improve visibility at intersections and pedestrian crossings;
- d. Design frequent, convenient, well-lit, and clearly marked crossings;
- e. Combine educational campaigns with targeted enforcement to encourage compliance; and
- f. Continuously monitor traffic speeds and safety outcomes, adjusting strategies as necessary.

TRA 1.5.6. Intersection Daylighting

Create clear zones at intersection corners where necessary to increase sight lines, reduce the risk of collisions, and improve overall safety for all users. Daylighting can be achieved by no-parking zones, curb extensions, and bollards near intersections.



Daylighting with paint and flexible bollards.

TRA 1.5.7. Pedestrian Crossings

Create safer, more accessible pedestrian environments through street crossings that reduce pedestrian crossing distances, enhance visibility, and enhance accessibility for children, seniors, and people with disabilities. Placement and design considerations typically include:

- a. Shortened crossings (e.g., compact intersections, pedestrian refuge islands, curb extensions);

- b. Frequent spacing and alignment with key destinations;
- c. Traffic calming;
- d. Legibility (e.g., high-visibility markings in areas with high pedestrian volumes);
- e. Accessibility (e.g., ramps, at-grade crossings, and crossings raised to match the sidewalk level);
- f. Daylighting; and
- g. Signalization (e.g., high demand crossing locations and Leading Pedestrian Intervals).

TRA 1.5.8. Transit Accessibility

Coordinate with local and state transportation agencies to expand and improve public transit services and infrastructure in Zephyrhills including:

- a. Fixed-route transit service, paratransit options, micro-transit services, and other specialized services to increase service coverage, frequency, and reliability;
- b. Design and maintenance of bus stop infrastructure to be safe, comfortable, and barrier-free for people of all ages and abilities.

TRA 1.5.9. Universal Design

Incorporate universal design principles into all transportation infrastructure projects to ensure that the needs of all users are met from the outset, eliminating the need for adaptation or retrofitting.



Sidewalk and trail at grade with driveway.

Objective TRA 1.6. Interconnected Transportation Network

Develop an interconnected transportation system that seamlessly integrates roads, streets, sidewalks, bikeways, trails, transit, and other transportation services to enhance system efficiency and user convenience.

POLICIES

It shall be the City's policy to:

TRA 1.6.1. Active Transportation Network

Develop and enhance the active transportation network in Zephyrhills to support both mobility and recreational use. This network will incorporate sidewalks, bikeways, multiuse trails, and regional greenways, coordinated with the Pasco County Greenways, Trails, and Blueways Master Plan, emphasizing interconnectivity between neighborhoods, parks, schools, commercial centers, and regional destinations.

TRA 1.6.2. Complete Streets

Implement Complete Streets design principles into thoroughfare planning, design, construction, and operation/maintenance to ensure safe, convenient, and comfortable travel for users of all ages and abilities. Ensure all transportation facilities are accessible to individuals with disabilities by meeting or exceeding Americans with Disabilities Act (ADA) standards.



Trailside bicycle parking lot with bike repair station.



Wayfinding system signage.

TRA 1.6.3. Bicycle Parking

Install secure bicycle parking in strategic locations to encourage biking for short trips or as a means to connect with public transit, thereby increasing the use of cycling as a viable mode of transportation within the City's transportation network.

TRA 1.6.4. Wayfinding

Integrate wayfinding systems into the transportation network to support transitions between different transportation modes, promote a more interconnected and efficient



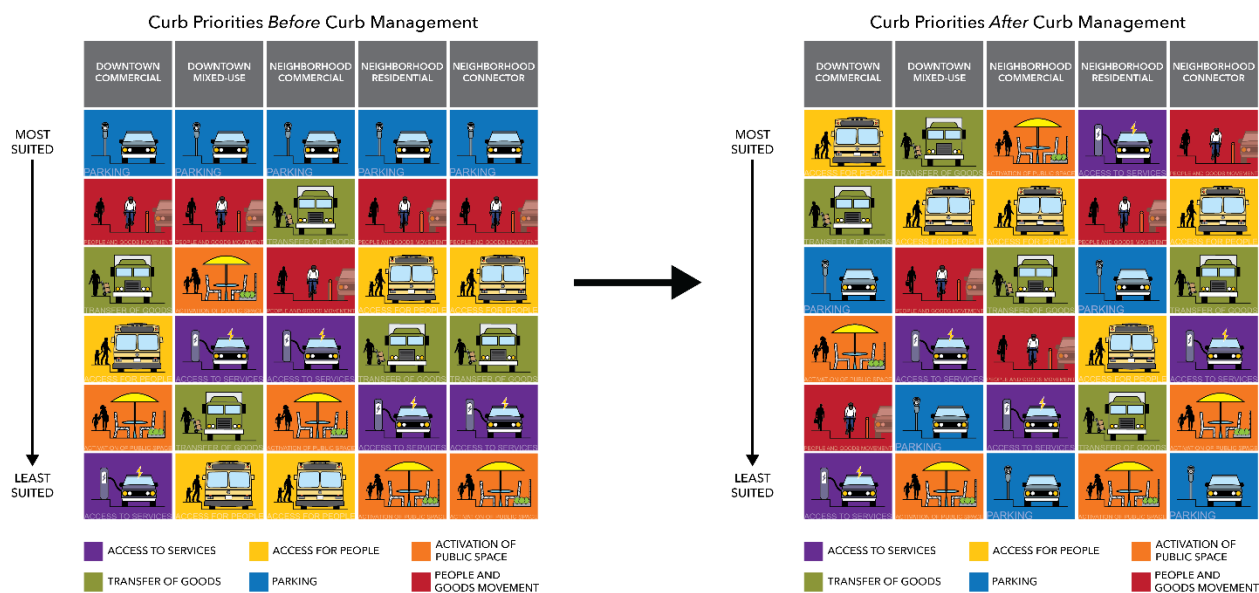
GoPasco bus service (Route 54).



Separated (contraflow) bicycle lanes.



Urban greenway trail.



transportation system, and enhance user experience.

TRA 1.6.5. Curb-Space Management

Explore curb-space management strategies that optimize the edge where movement meets access to enhance the efficiency and convenience of the multimodal transportation system. Examples of curb space uses include a vehicle travel lane, parking, pick-up/drop-off zones for people and goods, freight delivery, outdoor dining, bicycle lanes, and bus lanes.

TRA 1.6.6. Micro-Transit Service

Explore the feasibility of implementing an on-demand, point-to-point micro transit service that complements existing transit infrastructure to provide City residents and visitors with a convenient, flexible transportation option for short trips.

TRA 1.6.7. Dade City-Zephyrhills Connector

Collaborate with the City of Dade City and transportation agency partners to explore the feasibility of establishing a trolley service connecting downtown areas to alleviate traffic and parking congestion, reduce emissions,

enhance tourism, foster business partnerships, and promote regional collaboration.

TRA 1.6.8. Activity Centers

Maximize multimodal connectivity within and between activity centers including the Zephyrhills Community Redevelopment Area and Zephyrhills Industrial Corridor.



Micro-transit service in Downtown Dunedin.



Intersection Concept, Freight Design Guidelines, Strategic Freight Plan, FDOT District 7.

TRA 1.6.9. Freight Movement

Coordinate with state, regional, local, and private transportation agencies to facilitate safe and efficient freight movement and accessibility to support industrial uses in the Zephyrhills Industrial Corridor. Advocate for the upgrade and expansion of transportation infrastructure, such as roads, intersections, rail connections, airport facilities, and transit facilities, to support these efforts. Participate in regional freight movement planning studies and advocate for projects that are aligned with the competitiveness and sustainability of the Zephyrhills Industrial Corridor.

TRA 1.6.10. Truck Route Plan

Develop and implement a truck route plan that balances the needs of logistics with community impact, minimizes adverse effects on neighborhoods and the safety of pedestrians, cyclists, and transit users, and supports the economic vitality of local businesses and industrial zones.

TRA 1.6.11. Intermodal Logistics Park

Explore the feasibility of developing an intermodal logistics park, integrated with truck, rail, and air transport, as appropriate, to facilitate the storage, transfer, and distribution of goods for regional freight operations.



Different truck types navigating a roundabout intersection (travel lanes colorized).



Central Florida Intermodal Logistics Center, Winter Haven.

Objective TRA 1.7. Development Design

Integrate transportation and land use planning and design to create and cultivate vibrant, well-connected communities and places people love.

POLICIES

It shall be the City's policy to:

TRA 1.7.1. Context Classification System

By December 2025, develop and implement a Context Classification System that categorizes thoroughfares into various context zones, each with specific design guidelines and performance measures tailored to planned land uses and users of those areas, to advance the community's safety, mobility, livability, and economic development objectives.

TRA 1.7.2. Complete Streets Design Standards

Conduct a comprehensive review of the City's street design standards every five years to ensure consistency with the latest editions of the Florida Design Manual (FDM) and the National Association of City Transportation Officials (NACTO) Urban Street Design Guidelines. Consider innovative and flexible design solutions that prioritize safety, multimodal transportation, and context-sensitive design principles, while addressing the specific needs of the City's urban, suburban, and rural areas.

TRA 1.7.3. Frontage and Reverse Frontage Road Systems

Promote the development of a comprehensive system of frontage/reverse frontage roads along busy thoroughfares like US 301 and Chancey Road to mitigate traffic impacts from new developments by offering alternative routes for local traffic and facilitating access to adjacent properties.



Complete streets are functional for all users.

TRA 1.7.4. Street Grid System

Preserve, restore, and enhance the City's grid system of streets, a fundamental framework for accessibility and urban design. Ensure new development maintains grid integrity through development standards. Restore or add streets to larger blocks or tracts to optimize network efficiency and accessibility with new development or capital projects. Where restoring automobile access is impractical or conflicts with broader City plans, consider adapting the grids for pedestrian and cyclist use.

TRA 1.7.5. New Grid Systems

Establish new street grids in conjunction with new development and area-wide planning. Plan development around a grid or modified grid to improve connectivity, safety, and mobility for all users. Develop standards for thoroughfare spacing, prioritizing walkable, interconnected neighborhoods that promote transportation efficiency and reduce reliance on single-occupancy vehicles.

TRA 1.7.6. Interconnected Street Networks

Require new developments to establish interconnected street networks, including street stub outs to adjacent properties and pedestrian and bicycle connections between adjacent, compatible development, to facilitate multiple access points and alternative routes that disperse traffic more evenly and reduce congestion on main thoroughfares.

TRA 1.7.7. Alleys

Evaluate alleys within the historic street grid for their potential to enhance pedestrian and cyclist connectivity. Consider improvements such as lighting, upgraded surfaces, and green infrastructure to make alleys safe and inviting. Incentivize or require alleys in new development to support desired urban design, residential, commercial, and utility accessibility, and multimodal transportation connectivity.

TRA 1.7.8. Transportation and Placemaking

Capitalize on transportation investments as opportunities to apply placemaking treatments to create thoroughfares that are not only functional but also enhance community identity, social interaction, and economic vitality.



Transportation investments shape more than just movement.

TRA 1.7.9. Visual Quality

Ensure that transportation infrastructure projects are designed and implemented to enhance or uphold the visual quality of the surrounding context through design elements such as street trees, landscaping, lighting, and signage that complement the character of the area. Prioritize the use of context-sensitive design elements that respect and preserve the unique visual and cultural attributes of neighborhoods, historic districts, and natural landscapes.

TRA 1.7.10. Greenway Trails Partnerships

Explore opportunities for public-private partnerships to develop and connect greenway trails to supplement the active transportation network, improve access to recreational opportunities, and enhance community health.

TRA 1.7.11. Right-of-Way Preservation

Evaluate the City's right-of-way preservation standards for arterial and collector thoroughfares and calibrate as needed to accommodate multimodal infrastructure and improve safety and traffic flow.

TRA 1.7.12. Street Design Standards

Evaluate the right-of-way width and street design standards in the Land Development Code for impact on vehicle operating speeds and pedestrian and bicycle safety, impervious surfaces and stormwater management, and space for pedestrian and urban livability infrastructure and make adjustments, as appropriate.



Urban Street Design Guide, [NACTO](#).

TRA 1.7.13. Access Management Standards

Evaluate the City's access management standards for opportunities to improve safety, optimize traffic circulation and land use efficiency, and maximize public right-of-way for active transportation infrastructure.

Objective TRA 1.8. Innovation and Technology

Integrate innovative strategies and leverage technology to address transportation needs and prepare for future advancements in mobility to enhance safety, efficiency, reliability, and overall user experience for all transportation modes.

POLICIES

It shall be the City's policy to:

TRA 1.8.1. Innovative Transportation Infrastructure

Explore state-of-the-art transportation infrastructure that supports multimodal connectivity and accessibility. As feasible, allocate funding for innovative infrastructure such as dedicated lanes for bicycles and smart traffic management systems.

TRA 1.8.2. Innovative Transportation Services

Foster partnerships with transportation service providers to offer innovative services that complement existing transit options such as on-demand ride-sharing services, micro-transit solutions, and mobility-as-a-service (MaaS) platforms.

TRA 1.8.3. Micro-Mobility Solutions

Explore ecofriendly micro-mobility solutions for short-distance travel within urban place types. Consider designating parking zones and bike/scooter-sharing programs, coupled with educational campaigns to manage parking demand, reduce traffic congestion, and promote safe travel behaviors.

TRA 1.8.4. Emerging Technology Pilots

Collaborate with technology providers and community stakeholders to pilot emerging transportation technologies, such as electric bicycle sharing, drone delivery, autonomous vehicle testing zones, and smart traffic and parking management systems, to ensure

alignment with community needs and preferences.

TRA 1.8.5. Innovative Parking Strategies

Explore innovative parking strategies to support local businesses and walkable environments, reduce congestion and emissions from circling cars, and minimize parking conflicts in residential neighborhoods. Such actions may include:

- Shared-parking programs;
- Flexible parking policies;
- Park-and-ride facilities;
- Low-speed vehicle parking
- Sustainable parking design (e.g., bicycle storage, permeable pavement, solar panels, and electric vehicle charging); and
- Smart parking solutions (e.g., real-time parking information via sensors and mobile apps).

TRA 1.8.6. Data-Driven Mobility Optimization

Utilize data-driven insights to proactively address emerging mobility challenges, refine infrastructure design standards, and continuously improve the quality of the city's transportation system and environment.

TRA 1.8.7. Emerging Alternative Fuels

Monitor the implementation and effectiveness of compressed natural gas, hydrogen, and other alternative fuel infrastructure initiatives aimed at reducing greenhouse gas emissions and enhancing energy security. Collaborate with alternative fuel providers for related infrastructure needs and barriers, as appropriate.

TRA 1.8.8. Low-Speed Vehicles

Explore the demand for and feasibility of integrating Low-Speed Vehicles or golf carts into the local transportation network to advance mobility, connectivity, and accessibility, objectives.

6. Influence on Other Plan Elements

This section will be completed in conjunction with the other PLANZephyrhills 2045 elements.

All elements of the PLANZephyrhills 2045 Comprehensive Plan work together to guide growth, development, and the coordination of public infrastructure and services while safeguarding natural resources and sustaining the quality of life for all Zephyrhills residents.

No single element, goal, objective, or policy should be evaluated in isolation; rather, each component must be assessed in relation to its specific and broader influence on achieving the community's overarching vision.

It must be recognized that the effectiveness of any transportation and mobility initiative is intrinsically linked with other elements of the Comprehensive Plan. By considering how each component interacts with and impacts others, the community can ensure a cohesive and integrated strategy that advances their collective goals, meets diverse needs, and fosters a more vibrant, sustainable, and well-connected environment.

Figure TRA-10. Transportation and Mobility Policy in Other Comprehensive Plan Elements

Element	Policy Direction
Future Land Use	Adequate facilities to support development
Future Land Use	Compatibility with airports
Future Land Use	Downtown-Intown Transportation Concurrency Exception Area
Future Land Use	Transit-oriented corridors
Future Land Use	Complete streets connectivity
Recreation and Open Space	Greenway and multiuse trails
Intergovernmental Coordination	Safety, transportation system management, access management
Intergovernmental Coordination	Regional thoroughfare capacity projects
Intergovernmental Coordination	Transit service and infrastructure
Capital Improvements	Level of service (LOS) standards
Capital Improvements	Schedule of LOS-related capital improvements

BUSINESS ITEMS 2.2

Airport Rates and Fees

RESOLUTION 850-25 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE SCHEDULE OF FEES FOR THE RENTAL OF HANGARS AND OTHER FEES CONNECTED TO AVIATION AND NON-AVIATION SERVICES AT THE ZEPHYRHILLS MUNICIPAL AIRPORT. "

Issue:

Fees were last updated on September 13, 2021. Resolution **NO. 781-21.**

Proposed Amended fees, Resolution **NO. 850-25.**

- | | |
|-------------------------------------|--|
| • Full T-Hangar | \$260.00 |
| • Half size T-Hangar | \$132.50 |
| • Shade Hangar | \$155.00 |
| • Tie-down pavement parking | \$8.00, Daily |
| • Paved parking, Twin-Helo | \$12.00 Daily |
| • Large Aircraft Park (>12,500 lbs) | \$175.00 monthly add'l \$75.00 after 180 days. |
| • Ramp day use fee | \$100.00 |
| • Aeronautical Land use fee | \$100.00 |
| • Additional Aircraft storage fee | \$35.00 (New) |
| • Parking vehicle, small trucks | \$10.00 Daily |
| • Trailers large trucks RV's | \$50.00 monthly |
| • No conference room available | |
| • Non-Aeronautical land lease rates | \$0.11- \$0.18 cents per square foot, contingent upon FMV (fair market value). (New) |

Background:

On September 13, 2021, the City Council amended previous resolutions updating aeronautical use fees for services provided at the Zephyrhills Municipal Airport, amending resolution NO. 743-17, replacing them with resolution NO.781-21. Attached Resolution NO. 850-25 replaces previous resolution NO. 781-21.

Attachment(s):

1. Resolution 850-25 - Airport Hanger Rental and Other Fees(33130106.1)

Fiscal Impact:

N/A

Staff Recommendation:

The airport board and staff recommend City Council's consideration for approval of Resolution NO. 850-25.

RESOLUTION NO. 850-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE SCHEDULE OF FEES FOR THE RENTAL OF HANGARS AND OTHER FEES CONNECTED TO AVIATION AND NON-AVIATION SERVICES AT THE ZEPHYRHILLS MUNICIPAL AIRPORT.

WHEREAS, the City Council previously adopted Resolution 667-13 enacting fees for T-Hangar rental and other services provided at Zephyrhills Municipal Airport as well as multiple subsequent amendments to said fee schedule; and

WHEREAS, the City Council of the City of Zephyrhills, Florida finds it necessary to amend the Schedule of Fees for the Zephyrhills Municipal Airport to modify the rental rates, remove various fees and to provide provisions for additional services; and

WHEREAS, the fees are reasonably set for the mid-Florida region and for the actual costs of performing the related administrative functions and services.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Zephyrhills, Florida repeals and replaces the Schedule of Fees for the rental of hangars and other related fees at the Zephyrhills Municipal Airport as follows:

AERONAUTICAL USE FEES

Full T-Hangar	\$260.00 Monthly, Daily \$50
Half Size T-Hangar	\$132.50 Monthly
Shade Hangar	\$155.00 Monthly
Tie-down Grass Parking	\$ 35.00 Monthly, Daily \$8
Tie-down Pavement Parking	\$ 8.00 Daily
Paved Parking, Twin - Helo	\$ 12.00 Daily
Turbo Prop or Jet Ramp Parking	\$ 25.00 Turbo/Daily – \$50.00 Jet/Daily
Large Aircraft Park (>12,500lbs)	\$175.00 Monthly, Daily \$20 (add'l \$75 mo. after 180 days)
Blimp Remote Area Parking	\$ 160.00 Daily, first four days, add'l \$30 day after four
Non-Airworthy Aircraft Parking	Six months written notification to owner, add'l \$30 mo /acft removal by end of month 12.
Banner Tow - non based operator	\$100 Daily first 3 days, then \$50 daily. Permit & Insurance
Powered Parachute/trailerred Acft	\$300 Annual Fee, Pilot Briefing by Staff, Airport Permit
Parachute use fee	\$ 0.10 Cents per parachute landing
Fuel Flowage Fee/ Gallon	\$ 0.06 Cents, increase up to max of 1 cent year to .10 cents
Ground Power Unit	\$40.00 hr (or portion-hr), 1hr free w/min 60 gals fuel sale
Ramp day use fee	\$100.00 for commercial operators if no fuel purchased or 100 gallon minimum
FBO Staff Call Back	\$100.00 min per first two hours, min per hour after first two
Aeronautical land day use	\$100.00 per day per acre, may be waived - acft fuel sales or City event co-sponsored. N/A Air Show events.
Additional Aircraft Storage Fee	\$35 Monthly with Airport Director Approval
T-Hangar Keys/Locks	\$75.00 Lock replacement, \$20 key replacement. Same day key loan requires deposit.

RELATED AIRPORT FEES

Parking vehicle, small trucks	\$ 10.00 Daily
Trailers large trucks RV's	\$ 50.00 Monthly.
Airport Staff Safety Officer	\$ varies by employee, min two hrs @150% of OT hour rate
Non City/Non Aviation events	\$ 400 min day for up to two acres, add'l acres \$100 min day
Late Fee	\$25.00 flat fee – 10 day grace period
Non Aeronautical land lease rates	\$0.11-\$0.18 per square foot – contingent upon FMV(fair market value)

This Resolution shall be effective upon the passage on the first reading by the City Council and upon signing by the Mayor.

PASSED AND ADOPTED by the City Council of the City of Zephyrhills, Florida sitting in regular session this 28th day of April, 2025.

ATTEST: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content.

Matthew E. Maggard, City Attorney

BUSINESS ITEMS 2.3

Municipal Association of Pasco (MAP) Meeting May 01, 2025 - Saint Leo

RESOLUTION NO. 851-25 - " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "

Issue:

Florida Statutes 125.001 and 166.0213 authorize governing bodies to participate in joint meetings with Pasco County or other local municipalities to discuss matters of mutual interest. Such meetings must be held at an appropriate public place with public notice. Resolution No. 851-25 allows for the City of Zephyrhills' participation in the May 1, 2025 joint meeting with the Municipal Association of Pasco (MAP).

Background:

MAP Meetings are held quarterly on the first Thursday of February, May, August and November.

Attachment(s):

1. Resolution 851-25 Participation in 05-01-2025 MAP Meeting

Fiscal Impact:

Staff Recommendation:

Approval of Resolution No. 851-25 for Council participation at the May 01, 2025 Municipal Association of Pasco Meeting.

RESOLUTION NO. 851-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills, Florida, and the Municipal Association of Pasco, which includes officials from Dade City, New Port Richey, Port Richey, San Antonio and the Town of St. Leo, desire to participate in a joint workshop to discuss matters of mutual interest; and

WHEREAS, Section 166.0213, Florida Statutes, authorizes the governing body of a municipality to meet and discuss matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality; and

WHEREAS, Section 125.001, Florida Statutes, further states that such meetings may be held at any appropriate public place within the jurisdiction of any participating county or municipality, and requires that due public notice be provided within the jurisdiction of all participating municipalities and counties; and

WHEREAS, Section 166.0213, Florida Statutes, further requires that the governing body of a municipality must first adopt a Resolution or Ordinance authorizing participation in the joint workshop.

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

Section 1. Pursuant to Section 166.0213, Florida Statutes, the City Council of the City of Zephyrhills, Florida, is hereby authorized to participate in a joint meeting with the Municipal Association of Pasco on May 01, 2025, 6:30 p.m., at Saint Leo Abbey Carpenter’s Shop – 33601 CR 52 Saint Leo, FL 33574.

Section 2. Notice of this meeting shall be duly advertised and official Association minutes shall be taken.

Section 3. This Resolution shall be effective upon adoption by City Council.

The foregoing Resolution No. 851-25 was passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of April, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Resolution No. 851-25 was approved by me this 28th day of April, 2025.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

Utility Director's Report 3.1

Approval of Change Order #1, South 301 Water and Sewer Project

Issue:

Change Order #1, South 301 Water and Sewer Project

Background:

This Change Order is for the following which city staff have requested in the field:

- PCM 1, Additional Air Release Valves for the Water Mains. 4 additional days requested. Cost \$9,452.16
- PCM 2, Horizontal Directional Drill under Hwy 301 and removal of a tree for a water main to connect to the Palm Grove water line project. 14 additional days requested. Cost \$111,963.80
- PCM 6A, add one (1) additional fire hydrant, 1 additional day requested. Cost \$13,100.60

Cost total \$134,516.56 and 19 additional days

Attachment(s):

1. 2025.04.17_PE_US 301 W&WW_CO 01_WM Enhancements & Site Modifications-1

Fiscal Impact:

Additional costs total \$134,516.56.

These additional costs will be covered by the savings from the Palm Grove Water Line Project as that came under budget. The Palm Grove project was originally going to do this directional bore, but for timing purposes it was decided to utilize this other method.

Staff Recommendation:

It is the recommendation of staff to the City Council to approve this item as presented.

CHANGE ORDER (CO) NO. 01

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: ITB-2023-03 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-051-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: US Water Services Corporation PROJECT NO.: JO289982002 PROJECT MANAGER: Ralph Amriott
 PROJECT NAME: City of Zephyrhills South 301 W. – Water and Wastewater Pipelines
 DATE OF ISSUANCE: 04.04.2025 EFFECTIVE DATE: 04.04.2025

The Contract Documents are modified as follows upon execution of this Change Order.**CHANGE IN CONTRACT PRICE:****CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract Times: ☐ Working days ☒ Calendar days\$ 371,768.65Notice to Proceed: 04/26/2024Substantial Completion (days *and* date): 430 Days - 06/29/2025Ready for final payment (days *and* date): 460 Days - 07/29/2025[~~Increase/Decrease~~] from previously approved
Change Orders No. _____ to No. _____:\$ 0.00

Contract Price prior to this Change Order:

\$ 371,768.65

Increase of this Change Order:

Increase of this Change Order: 19 DaysSubstantial completion (days): 19 Days\$ 134,516.56Ready for final payment (days): 19 Days

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 506,285.21Substantial completion (days *and* date): 449 Days - 07/18/2025Ready for final payment (days *and* date): 479 Days - 08/18/2025**DESCRIPTION OF CHANGE**

(Attach additional sheets if required.)

PCM 01 – Water – Additional WM ARVs - (4 Additional Days)**DEDUCT****ADD**\$ 9,452.16PCM 04 – HDD under Gall Blvd. at Palm Grove Drive – Tree Removal – (14 Additional Days)\$ 111,963.80PCM 06A – Additional Hydrant – (1 Additional Day)\$ 13,100.60**SUBTOTAL**\$134,516.56

SECTION 00941



Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

ATTACHMENTS

(List documents supporting change)

PCM 01 - Water - Additional WM ARVs - (4 Additional Days)

PCM 04 - HDD under Gall Blvd at Palm Grove Drive - Tree Removal - (14 Additional Days)

PCM 06A - Additional Hydrant - (1 Additional Day)

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED

By: _____

Engineer (Authorized Signature)

Date: April 17, 2025

Approved by Funding Agency (if applicable)

ACCEPTED

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED

By: _____

Contractor (Authorized Signature)

Date: 04/17/25

Date: _____

PROPOSED CONTRACT MODIFICATION (PCM) No. 01OWNER/CLIENT: City of Zephyrhills PROJECT NO.: ITB-2023-03 PROJECT MANAGER: John Bostic IIIENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-051-01 PROJECT MANAGER: Mike ClarkCONTRACTOR: US Water Services Corporation PROJECT NO.: _____ PROJECT MANAGER: Ralph AmriottPROJECT NAME: City of Zephyrhills South 301 W. Water and Wastewater PipelinesTO: Ralph Amriott – US Water DATE: 09/11/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Drawings C16 & C23

DESCRIPTION OF MODIFICATION: The contractor is requested to provide equitable itemized proposal for the Materials and Labor needed for installation of additional ARV's and appurtenances (ex. ball valves, pedestal covers & pad) on the water main running North/South on Gall Blvd, as indicated in the attached mark ups.

REASON FOR MODIFICATION: It was identified the water main currently in place did not have sufficient ARV's located in proximity to the proposed work scheduled for construction.

WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is

issued. Your response is requested by 9/25/2024

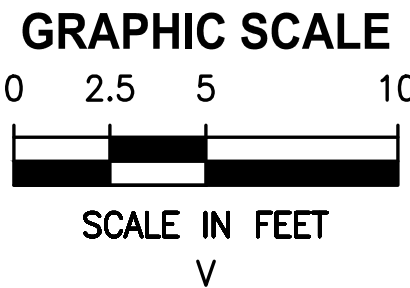
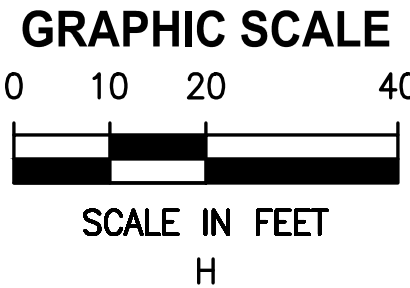
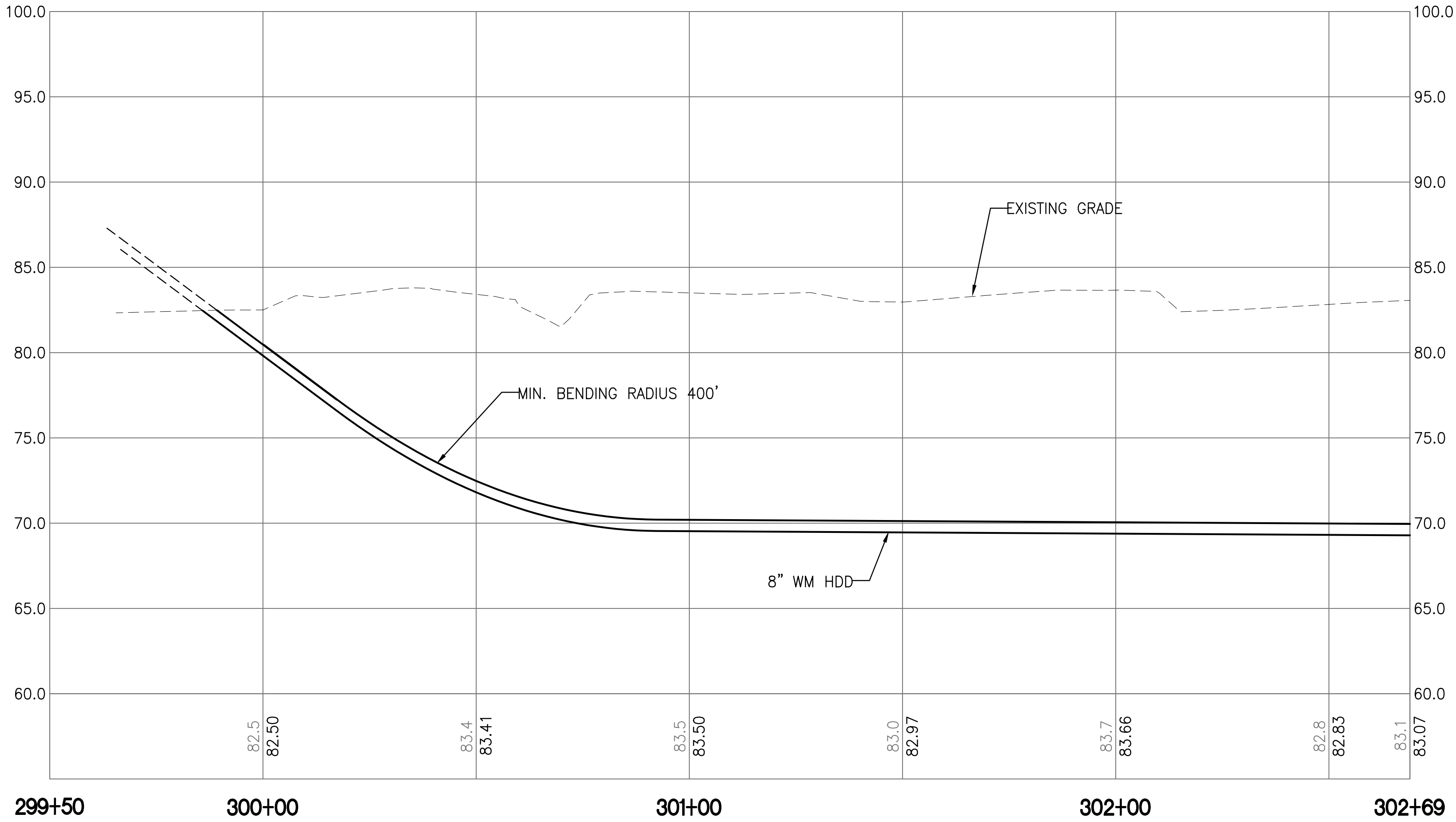
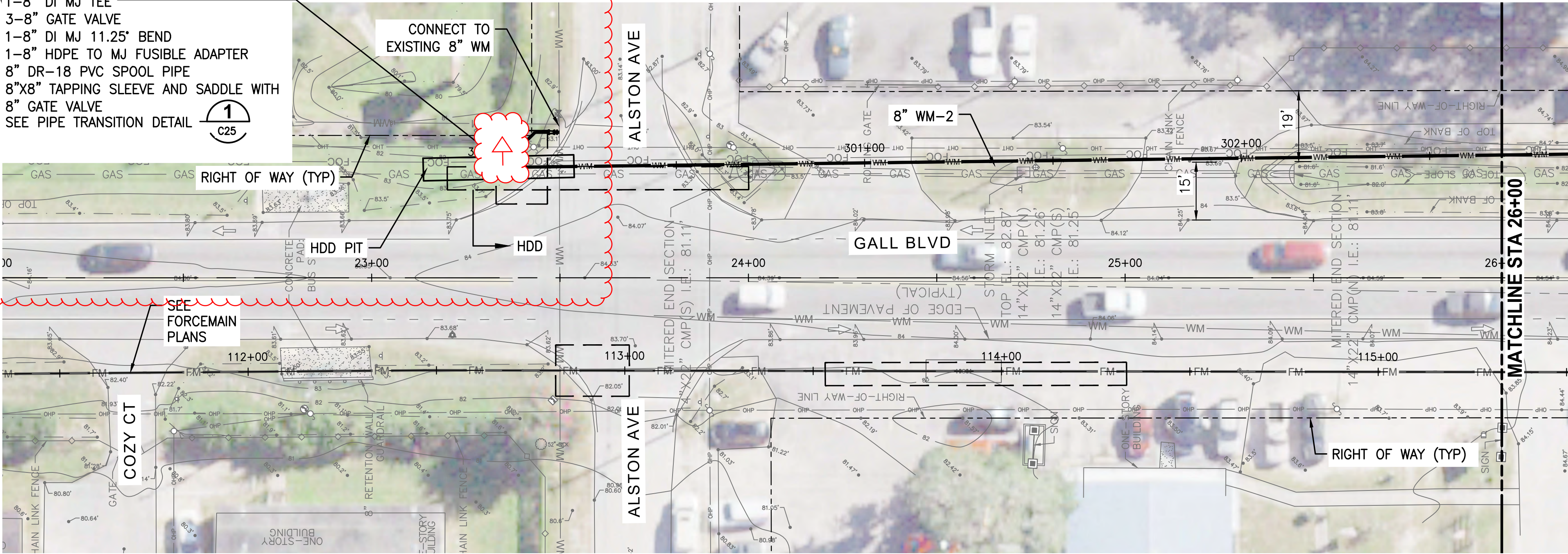
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SIGNATURE: Christopher Seufert

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1-8" DI MJ TEE
3-8" GATE VALVE
1-8" DI MJ 11.25' BEND
1-8" HDPE TO MJ FUSIBLE ADAPTER
8" DR-18 PVC SPOOL PIPE
8"x8" TAPPING SLEEVE AND SADDLE WITH
8" GATE VALVE
SEE PIPE TRANSITION DETAIL

((1) ARV and appurtenances
(ex. ball valves, pedestal
covers & pad) to be placed
behind the OHP pole at
intersection



LTR.	DATE	REVISIONS	BY	APPRD.	

DESIGNED K FRASER
DRAWN S SIMS
CHECKED D PLAVCAN

JonesEdmunds

730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
8657 BAYPINE ROAD, BLDG. 5, SUITE 300 JACKSONVILLE, FLORIDA 32256 / (904) 744-5401

**SOUTH 301 W - WATER AND WASTEWATER
PIPELINES**

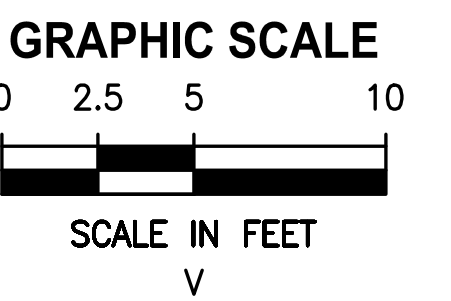
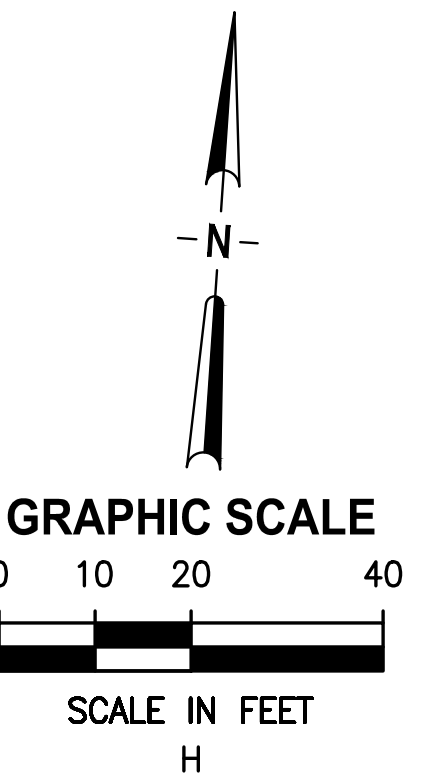
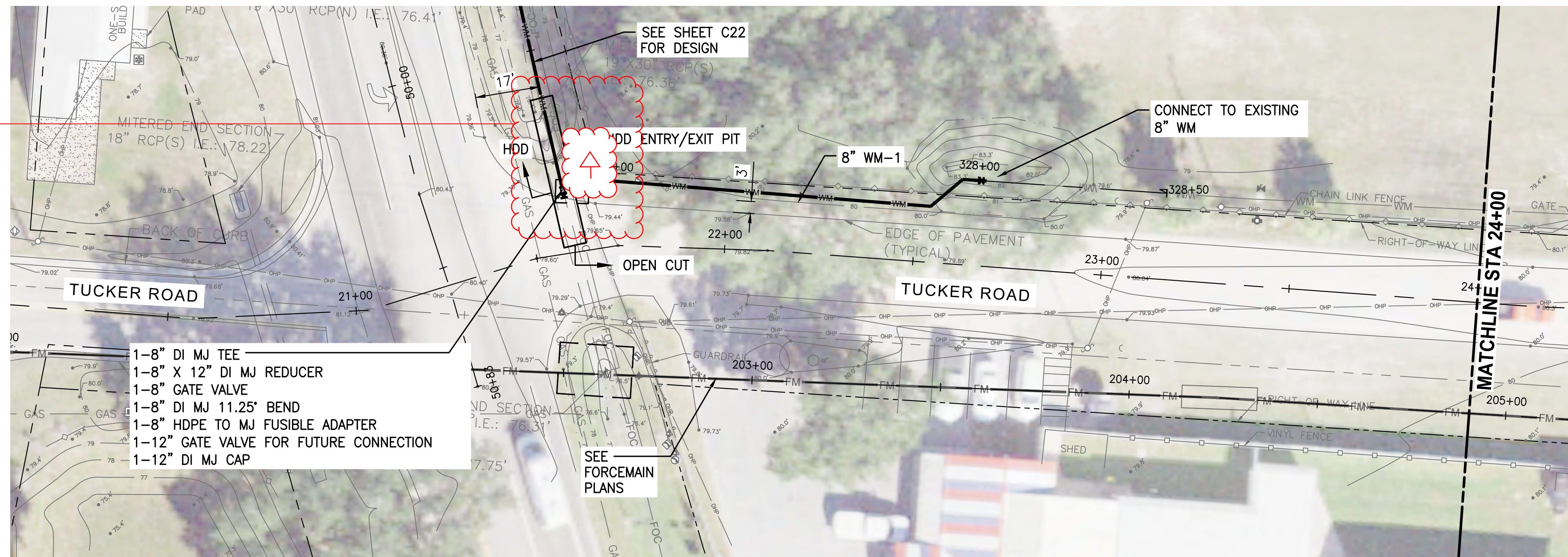
WATERMAIN PLANS

THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY KENNETH A. FRASER, PE #57452 ON
THE DATE SHOWN ON THE COVER SHEET.

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE SIGNATURE
MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NO:
26110-051-01
DATE:
NOV. 2023
INDEX NO:
DWG NO:
C16

BID DOCUMENTS



DESIGNED	K FRASER
DRAWN	S SIMS
CHECKED	D PLAVCAN

SOUTH 301 W - WATER AND WASTEWATER PIPELINES

WATERMAIN PLANS

THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY KENNETH A. FRASER, PE #57452 ON
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MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NO: 26110-051-01	DATE: NOV. 2023
INDEX NO:	DWG NO: C23



4939 Cross Bayou Boulevard
New Port Richey, FL. 34652

Proposal

Project Number

ITB-2023-02

Date

9/17/2024

Account #

Project Contact

Chris Seufert

Bill To: City of Zephyrhills

JonesEdmonds

Effective Term

30 Days

Project

301 w. Water and Wastewater Pipelines

Description

Qty

Unit

Cost

Total

US Water will provide Labor and equipment to install 2 ARVs on the new water main being installed on Gall Blvd running north/south The ARVs will be installed per the locations provided in PCM request 01. on Sheets C16 & C23.

Prices per contract pricing.

Install ARVs on 12" water main

2

Each

\$4,726.08

\$9,452.16

Additional time needed to complete ARVs installation

4

Days

4

Price listed represents the specific scope of service stated above.
Proposal as quoted represents, labor, material and project management specific to the items listed.

With exception of emergency circumstances, should it become necessary to perform additional services due to unforeseen circumstances, a change order will be required.

Change order shall be executed by the owner prior to continuation of work.
Payment is expected within 30 days from receipt of invoice(s) related to work.
Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal.

Total

\$9,452.16

Phone #

Fax #

Toll Free

727-848-8292

727-849-8860

866-753-8292

Signature to begin work: _____

PROPOSED CONTRACT MODIFICATION (PCM) No. 04OWNER/CLIENT: City of Zephyrhills PROJECT NO.: ITB-2023-03 PROJECT MANAGER: John Bostic IIIENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-051-01 PROJECT MANAGER: Mike ClarkCONTRACTOR: US Water Services Corporation PROJECT NO.: _____ PROJECT MANAGER: Ralph AmriottPROJECT NAME: City of Zephyrhills South 301 W. Water and Wastewater PipelinesTO: Ralph Amriott – US Water DATE: 11/14/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): C20

DESCRIPTION OF MODIFICATION: The Contractor is hereby requested to submit an equitable, itemized proposal detailing the materials and labor required for 1-8" DI MJ Tee, 3-8" Gate Valves and appurtenances in addition to the necessary HDD operations across Gall Blvd at the North side of the intersection of Palm Grove Dr. Contractor to install HDD in accordance to FDOT specs., i.e. pipe at EOP must be 10 times back reamer diameter.

REASON FOR MODIFICATION: Future tie in on Palm Grove dr.**WORK DIRECTIVE:**

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

Your response is requested by 11/21/2024

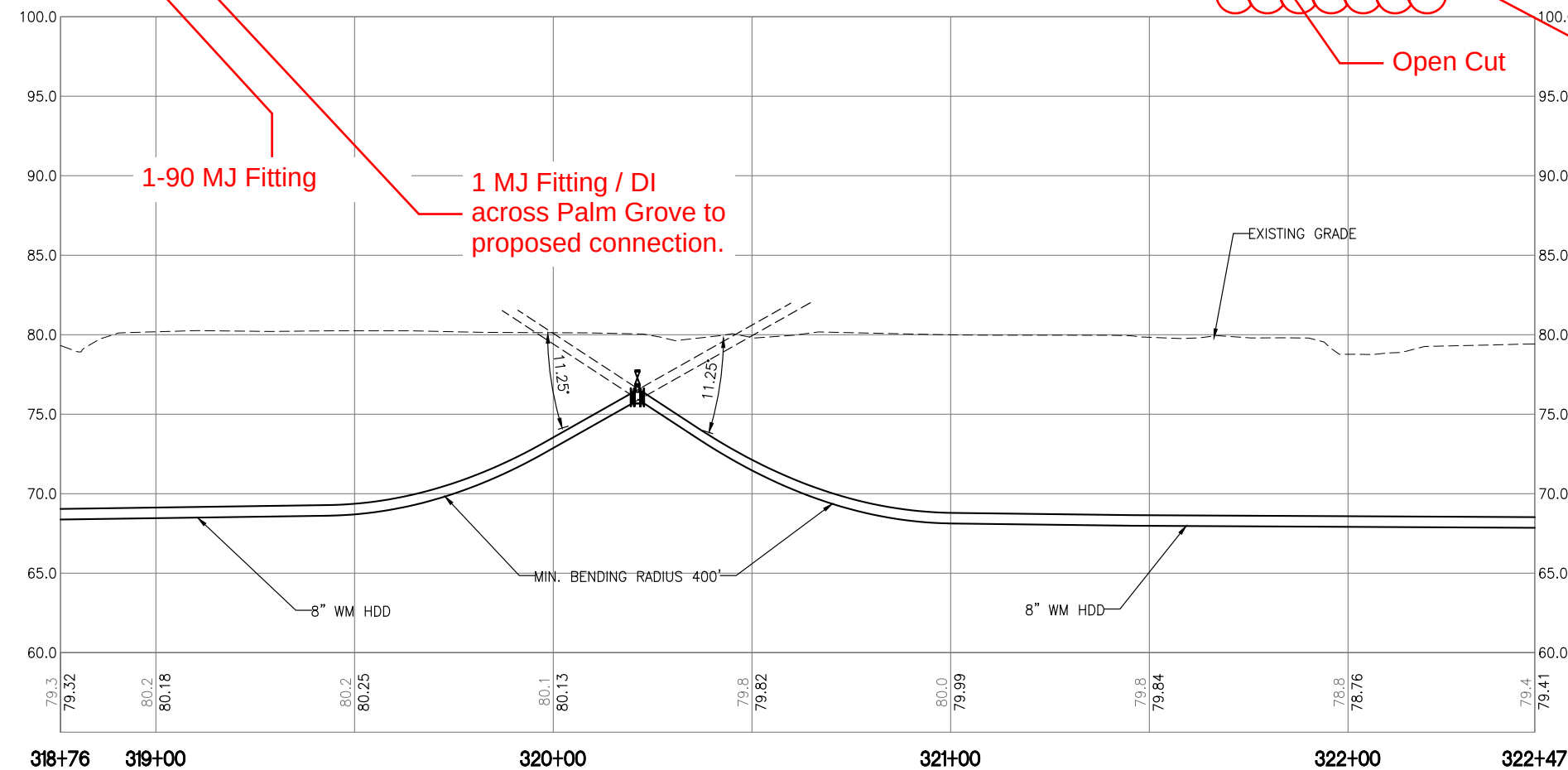
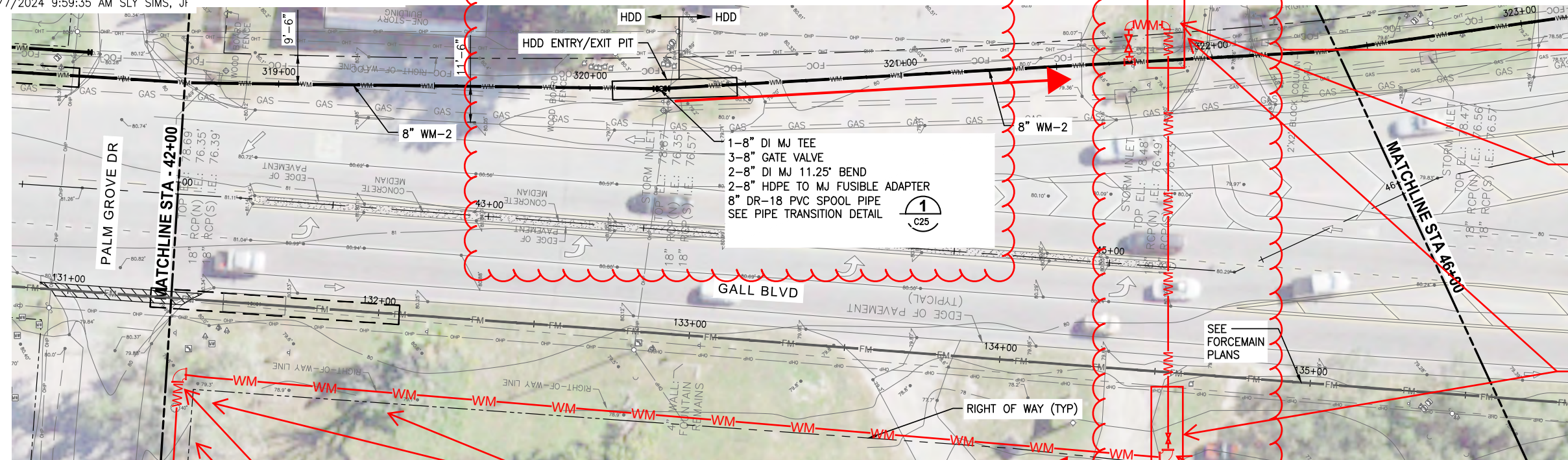
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Revised 3/12/2025 -
added Pg. 3 & 4
Black line updates

SIGNATURE: Christopher Seufert

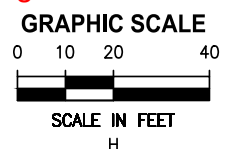
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PLOTTED: 3/7/2024 9:59:35 AM SLY SIMS, JR



Proposed HDD under Gall Blvd

1-8" DI MJ TEE
1-8" GATE VALVE
2-90 MJ Fittings



HDD ENTRY/EXIT PIT in green space. Tie in on sheet of Owner provided plan set of like-kind project

Remove 3 Trees

Open Cut

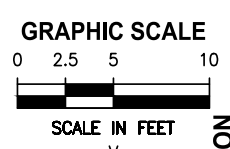
1-8" Gate Valve and Cap for future tie in. DI Pipe with Viton Gaskets is required for installation in this area

1-90 MJ Fitting

1 MJ Fitting / DI across Palm Grove to proposed connection.

1-8" Gate Valve
1-8" 90 MJ Fitting

CONTRACTOR TO INSTALL HDD IN ACCORDANCE TO FDOT SPECS., I.E. PIPE AT EOP MUST BE 10 TIMES BACK REAMER DIAMETER.



LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	K FRASER
DRAWN	S SIMS
CHECKED	D PLAVCAN

JonesEdmunds
13545 PROGRESS BOULEVARD, SUITE 100, ALACHUA, FL, 32615 / (352) 377-5821
324 S HYDE PARK AVE, SUITE 250, TAMPA, FLORIDA 33606 / (813) 258-0703

SOUTH 301 W - WATER AND WASTEWATER PIPELINES

WATERMAIN PLANS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, PE #57452 ON THE DATE SHOWN ON THE COVER SHEET.

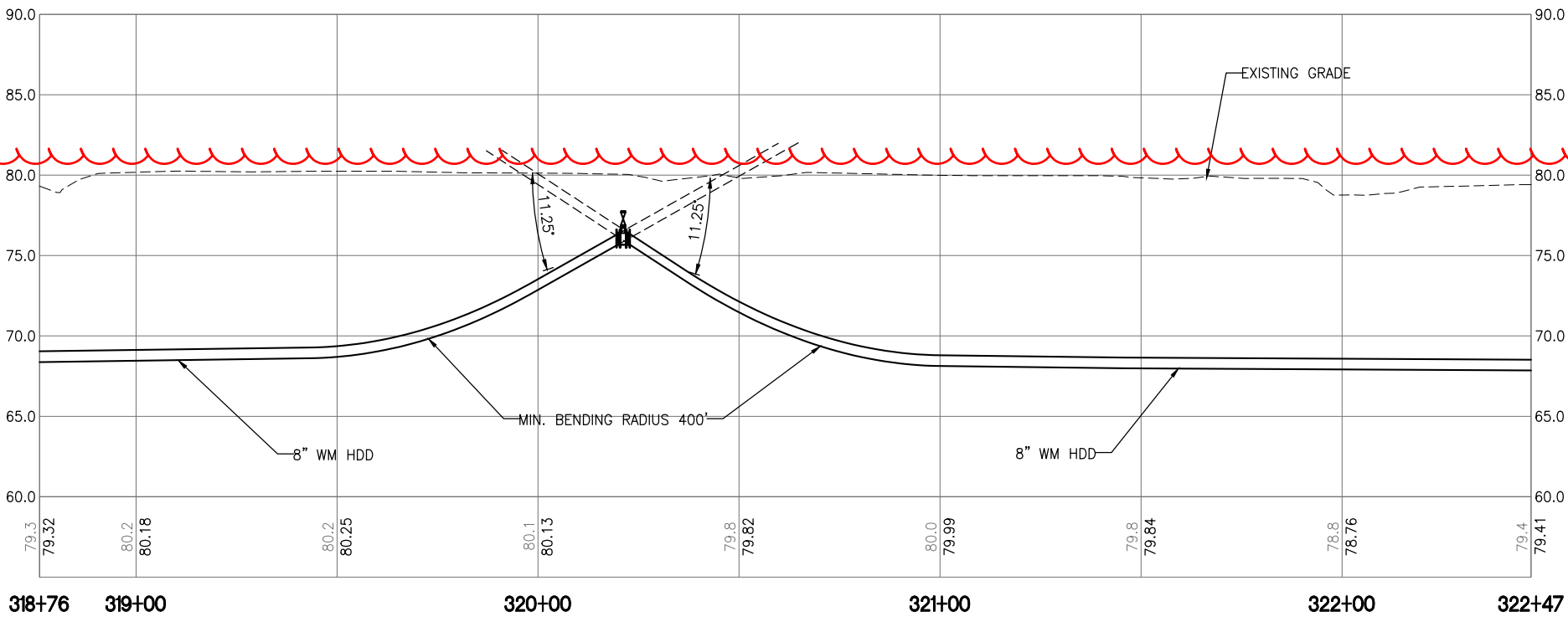
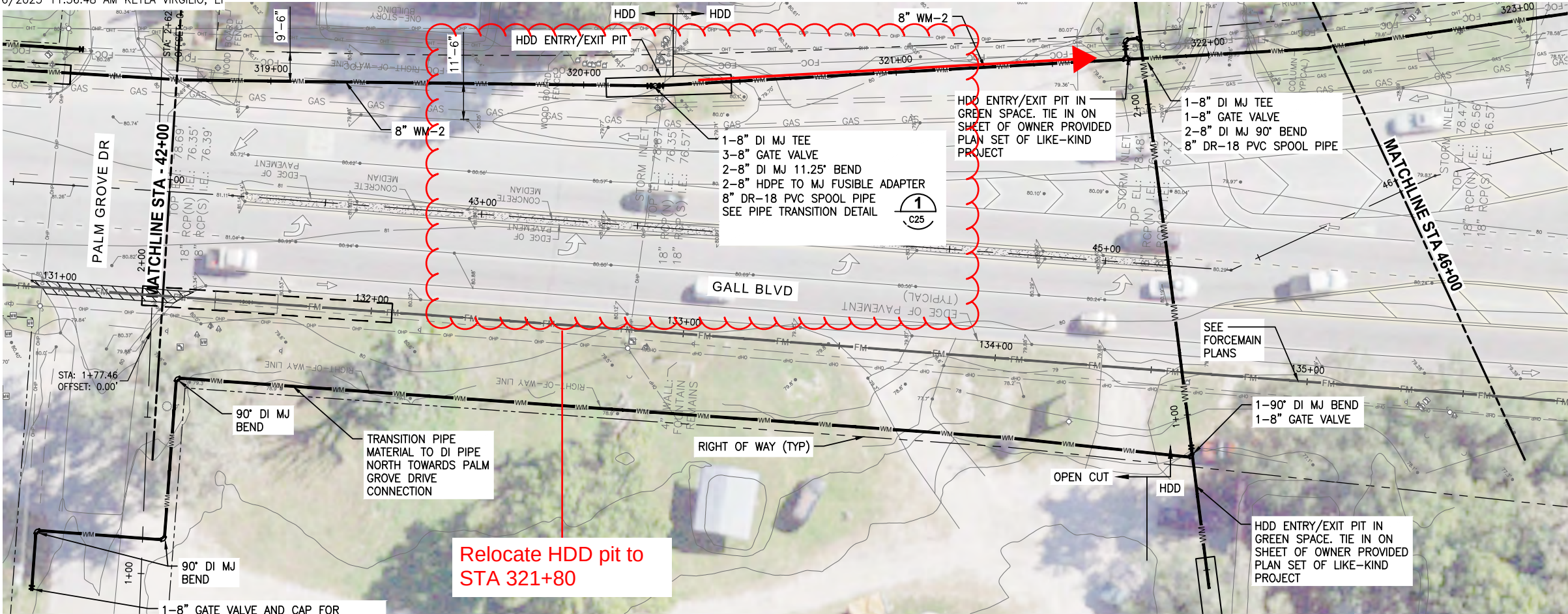
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NO:	26110-051-01	DATE:	MAR. 2024
INDEX NO:		DWG NO:	C21

FOR CONSTRUCTION

SAVED: 12/19/2024 4:29 PM KVRIGILO Y:\26110-CITY OF ZEPHYRHILLS\PROJECTS\051-01 SOUTH 301 W-WW PIPELINES\DESIGN&CONSTRUCTION\CAD\DWGS\CIVIL\2611005101-C16.DWG

PLOTTED: 1/16/2025 11:36:48 AM KEYLA VIRGIOLO, EI



LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	K FRASER
DRAWN	S SIMS
CHECKED	D PLAVCAN

JonesEdmunds
13545 PROGRESS BOULEVARD, SUITE 100, ALACHUA, FL, 32615 / (352) 377-5821
324 S HYDE PARK AVE, SUITE 250, TAMPA, FLORIDA 33606 / (813) 258-0703

SOUTH 301 W - WATER AND WASTEWATER PIPELINES

WATERMAIN PLANS

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PROJECT NO:	DATE:
26110-051-01	MAR. 2024
INDEX NO:	DWG NO:
	C21



4939 Cross Bayou Boulevard
New Port Richey, FL. 34652

Proposal

Project Number

ITB-2023-03

Date

Account #

1/24/2024

Project Contact

Christopher Seufert

Bill To: City of Zephyr Hills

Effective Term

30 Days

Project

South 301 W Water and Wastewater Pipelines

Description

Qty

Unit

Cost

Total

US Water will provide all labor Material and Equipment to install
300' of 8" HDD under Gall BLVD. and open cut aproxmettt 340' 460'
8" C900 I PVC and/or D.I. piping and fittings Per Jones Edmunds planned detail.

Requestiog 14 additional days to the contract.

460' PVC and/or D.I. piping

300 HDD

Tree Removal

Valves, MOT, Resroration

14

days

460

EA

\$ 164.18

\$ 75,522.80

300

EA

\$ 62.72

\$ 18,816.00

1

LS

\$ 8,625.00

\$ 8,625.00

1

LS

\$ 9,000.00

\$ 9,000.00

\$

-

\$

-

\$

-

\$

-

\$

-

\$

-

Price listed represents the specific scope of service stated above.
Proposal as quoted represents, labor, material and project management specific
to the items listed.

With exception of emergency circumstances, should it become necessary
to perform additional services due to unforeseen circumstances,
a change order will be required.

Change order shall be executed by the owner prior to continuation of work.

Payment is expected with in 30 days from receipt of invoice(s) related to work.

Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal.

Total

\$

111,963.80

Phone #

Fax #

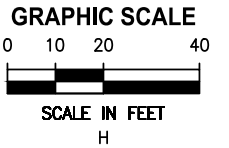
Toll Free

727-848-8292

727-849-8860

866-753-8292

Signature to begin work: _____



GRAPHIC SCALE

0 2.5 5 10

SCALE IN FEET

NO.



JonesEdmunds

13545 PROGRESS BOULEVARD, SUITE 100, ALACHUA, FL, 32615 / (352) 377-5821
324 S HYDE PARK AVE, SUITE 250, TAMPA, FLORIDA 33606 / (813) 258-0703

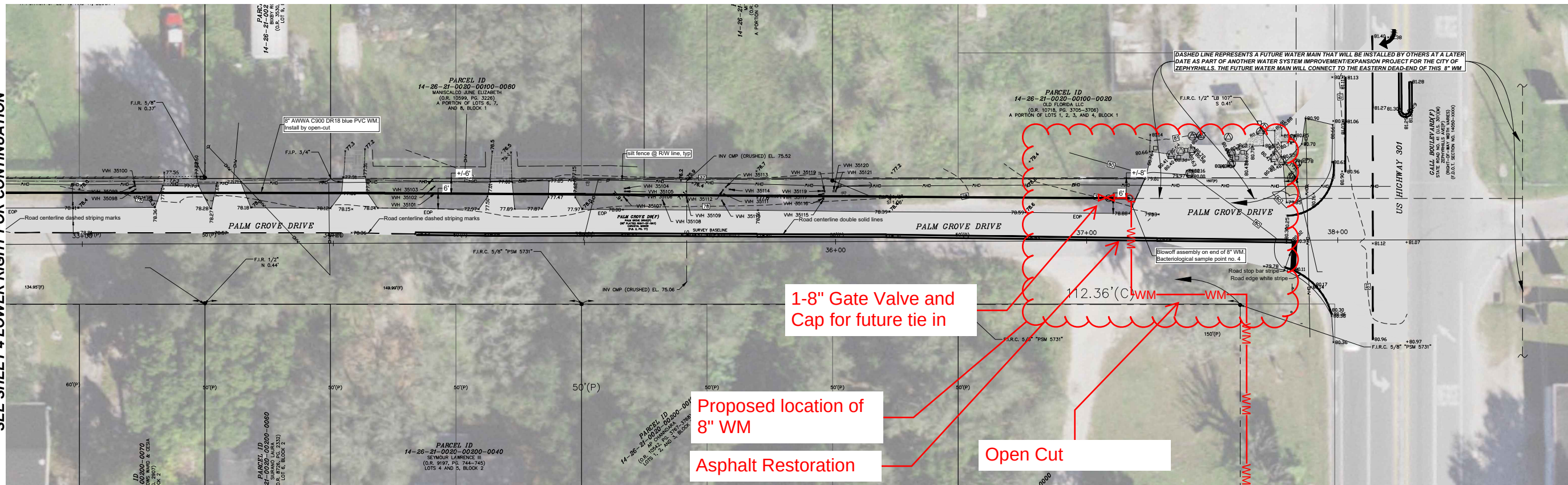
FIGURE 2

THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY KENNETH A. FRASER, PE #57452 ON
THE DATE SHOWN ON THE COVER SHEET.

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MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NO: 26110-051-01	DATE: MAR. 2024
INDEX NO:	DWG NO: C21

SEE SHEET 4 LOWER RIGHT FOR CONTINUATION



SOD DISTURBED AREAS. RESTORATION TO REPLACE DISTURBED AREAS TO EQUAL OR BETTER THAN ORIGINAL CONDITION

OPEN-CUT ASPHALT DRIVEWAYS. RESTORE PER DETAIL ON SHEET 9. OVERLAY TO EXTEND FROM EDGE OF PALM GROVE DR TO R/W LINE

Point Table				
VVH No.	CD Elev.	Description	MD	Sheet No.
35021	80.0	"(3) ORANGE CONDUIT"	32"	7
35022	79.9	"8" WM"	53"	7
35023	79.4	"(3) WHITE PVC CONDUIT"	38"	7
35024	79.6	"(2) ORANGE CONDUIT"	24"	7
35025	80.1	"ORANGE AND BLACK CABLE"	34"	7
35026	79.7	"(3) WHITE PVC CONDUIT"	40"	7
35027	79.8	"(3) ORANGE CONDUIT"	24"	7
35028	80.5	"(3) WHITE PVC CONDUIT"	36"	7
35029	80.7	"WHITE CONDUIT"	44"	7
35030	80.8	"ORANGE CONDUIT"	24"	7
35031	80.7	"ORANGE AND BLACK CABLE"	30"	7
35032	80.0	"WHITE CONDUIT"	40"	7
35033	80.6	"ORANGE CABLE"	24"	7
35034	80.7	"(3) ORANGE CONDUIT"	28"	7
35035	80.3	"WHITE PIPE"	40"	7
35036	80.5	"ORANGE CABLE"	24"	7
35037	79.9	"ORANGE CONDUIT"	29"	7
35038	80.5	"WHITE PVC CONDUIT"	42"	8
35039	80.7	"ORANGE CONDUIT"	29"	8
35040	79.8	"(2) WHITE PVC CONDUIT"	43"	8
35041	79.8	"ORANGE CONDUIT"	40"	8
35042	79.5	"(3) WHITE PVC CONDUIT"	39"	8
35043	79.5	"(2) ORANGE CONDUIT"	32"	8
35044	79.6	"(2) ORANGE CONDUIT"	31"	8
35045	79.4	"(3) ORANGE CONDUIT"	33"	8
35046	80.1	"(2) ORANGE CONDUIT"	36"	8
35047	80.1	"(2) WHITE PVC CONDUIT"	41"	8
35048	80.6	"(3) WHITE PVC CONDUIT"	38"	8
35049	80.6	"(2) ORANGE CONDUIT"	36"	9
35050	80.6	"(3) WHITE PVC CONDUIT"	36"	9
35051	80.3	"(2) ORANGE CONDUIT"	36"	9
35052	80.2	"(2) ORANGE CONDUIT"	27"	9
35053	80.1	"(2) ORANGE CONDUIT"	32"	9
35054	80.1	"(3) WHITE PVC CONDUIT"	36"	9
35055	80.6	"(3) WHITE PVC CONDUIT"	39"	9
35056	80.6	"(2) ORANGE CONDUIT"	33"	9
35057	80.9	"BLACK CABLE"	18"	9
35058	81.1	"(2) ORANGE CONDUIT"	32"	9

Point Table				
VVH No.	CD Elev.	Description	MD	Sheet No.
35059	81.1	"(3) WHITE CONDUIT"	40"	9
35060	81.7	"WHITE PIPE"	37"	9
35061	81.8	"(2) ORANGE CONDUIT"	40"	9
35062	81.6	"BLACK CABLE"	20"	9
35063	81.6	"(3) WHITE PVC"	36"	9
35064	81.4	"(2) ORANGE CONDUIT"	32"	10
35065	81.2	"(2) ORANGE CONDUIT"	36"	10
35066	80.9	"(2) ORANGE CONDUIT"	27"	10
35067	80.8	"BLACK CABLE"	14"	10
35068	80.4	"(3) WHITE PVC CONDUIT"	39"	10
35069	80.4	"BLACK CABLE"	9"	10
35070	80.3	"(3) WHITE PVC CONDUIT"	37"	10
35071	80.6	"(2) ORANGE CONDUIT AND BLACK CABLE"	28"	10
35072	80.8	"(2) ORANGE CONDUIT"	34"	10
35073	80.4	"(4) ORANGE CONDUIT"	34"	10
35074	80.1	"(3) WHITE CONDUIT"	34"	10
35075	79.9	"BLACK CABLE"	18"	10
35076	80.9	"(2) ORANGE CONDUIT"	34"	10
35077	80.7	"(2) ORANGE CONDUIT"	32"	10
35078	80.6	"(2) BLK CABLES"	17"	10
35079	80.5	"(3) WHITE PVC CONDUIT"	37"	10
35080	80.7	"(2) ORANGE CONDUIT"	36"	10
35081	80.7	"(2) ORANGE CONDUIT"	33"	10
35082	80.6	"(3) WHITE PVC CONDUIT"	39"	10
35083	80.6	"BLACK CABLE"	18"	10
35084	79.9	"(2) ORANGE CONDUIT"	39"	10
35085	79.9	"ORANGE CONDUIT"	36"	10
35086	80.1	"BLACK WIRE"	16"	10
35087	80.0	"(3) WHITE PVC CONDUIT"	40"	10
35088	80.0	"BLACK CABLE"	22"	10
35089	79.9	"BLACK CABLE"	7"	10
35090	78.8	"(2) ORANGE CONDUIT"	22"	10
35091	78.8	"(2) ORANGE CONDUIT"	31"	10
35092	78.5	"(3) WHITE PVC CONDUIT"	41"	10
35093	78.8	"(2) ORANGE CONDUIT"	22"	10
35094	79.0	"(2) ORANGE CONDUIT"	36"	10
35095	78.7	"ORANGE CONDUIT"	35"	11
35096	78.5	"(2) WHITE PVC CONDUIT"	42"	11

Point Table				
VVH No.	CD Elev.	Description	MD	Sheet No.
35097	78.4	"BLACK CABLE"	25"	11
35098	77.5	"BLACK CABLE"	18"	11
35099	77.3	"BLACK CABLE"	9"	11
35100	77.5	"(3) WHITE CONDUIT"	48"	11
35101	77.7	"(2) ORANGE CONDUIT ON TOP OF EACH OTHER"	35"	11
35102	77.5	"(3) WHITE CONDUIT"	44"	11
35103	77.2	"BLACK CABLE"	20"	11
35104	77.0	"(3) WHITE CONDUIT"	37"	11
35105	77.2	"(2) ORANGE CONDUIT"	35"	11
35106	77.6	"(2) BLK CABLES ON TOP OF EACH OTHER"	17"	11
35107	77.5	"(2) ORANGE CONDUIT"	34"	11
35108	77.5	"BLACK CABLE"	16"	11
35109	77.6	"STORM DRAIN"	13"	11
35110	77.6	"(2) ORANGE CONDUIT"	41"	11
35111	77.6	"(2) BLACK WIRES"	14"	11
35112	77.2	"ORANGE CONDUIT"	36"	11
35113	76.8	"(2) WHITE CONDUIT"	38"	11
35114	77.0	"(2) WHITE CONDUIT"	38"	11
35115	77.5	"(2) BLACK CABLES"	16"	11
35116	77.6	"(2) ORANGE CONDUIT"	36"	11
35117	77.2	"(2) ORANGE CONDUIT"	28"	11
35118	77.1	"(3) WHITE CONDUIT"	40"	11
35119	77.1	"(3) BLACK TELEPHONE CABLES"	24"	11
35120	77.4	"BLACK WIRE"	19"	11
35121	77.5	"(2) ORANGE CONDUIT"	23"	11

Plan provided by the City of like kind project

Rev. #	Date:

NORTHPOINT
LAND SURVEYING, INC. • LB # 6892
2910 WINTER LAKE ROAD
P.O. BOX 804 • LAKELAND, FL 33802
(863) 648-2363 • FAX: (863) 648-5263

I HEREBY CERTIFY THAT THE ABOVE DEPICTS THE RESULT OF AN AS-BUILT SURVEY MADE UNDER MY DIRECTION AND THAT THE ELEVATIONS AND LOCATIONS SHOWN ARE CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET BY FLORIDA CHAPTER SJ-17, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE _____

PATRICK J. O'LEARY, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA REG. # 5130
NOT VALID WITHOUT A RAISED SEAL OR ELECTRONIC SIGNATURE.

William C. Thomas, IV, P.E.
FL License No. 50664

Engineer
WCT
Date
9/24/24
Scale
1"=20'

Sheet
5

PROPOSED CONTRACT MODIFICATION (PCM) No. 06AOWNER/CLIENT: City of Zephyrhills PROJECT NO.: ITB-2023-03 PROJECT MANAGER: John Bostic IIIENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-051-01 PROJECT MANAGER: Mike ClarkCONTRACTOR: US Water Services Corporation PROJECT NO.: _____ PROJECT MANAGER: Ralph AmriottPROJECT NAME: City of Zephyrhills South 301 W. Water and Wastewater PipelinesTO: Ralph Amriott – US Water DATE: **03.19.2025**

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Drawings C17, ~~C19, & C21~~DESCRIPTION OF MODIFICATION: The Contractor is requested to provide an equitable, itemized estimate for the time, materials, and equipment associated with the installation of additional fire hydrants along the 8" WM pipe run at station locations 306+50, 312+25, and 321+75. The proposed change is to utilize American Darling branded 42" bury depth hydrants and appurtenances per City/Pasco County guidelines.REASON FOR MODIFICATION: ¹The City requested adding ~~X~~ hydrant on Gall Blvd. for future use.

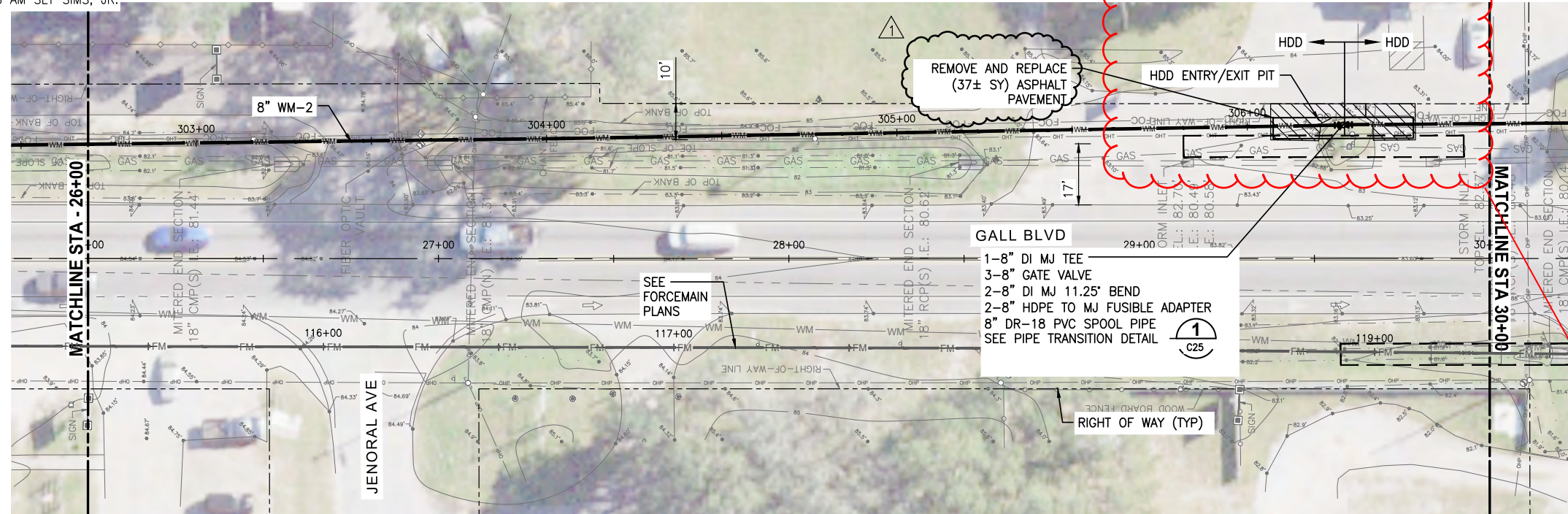
WORK DIRECTIVE:

- ☐ Proceed with the work immediately.
- ☒ Do not proceed with the work until a change order is issued.

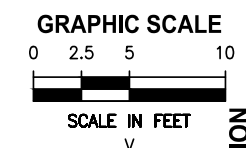
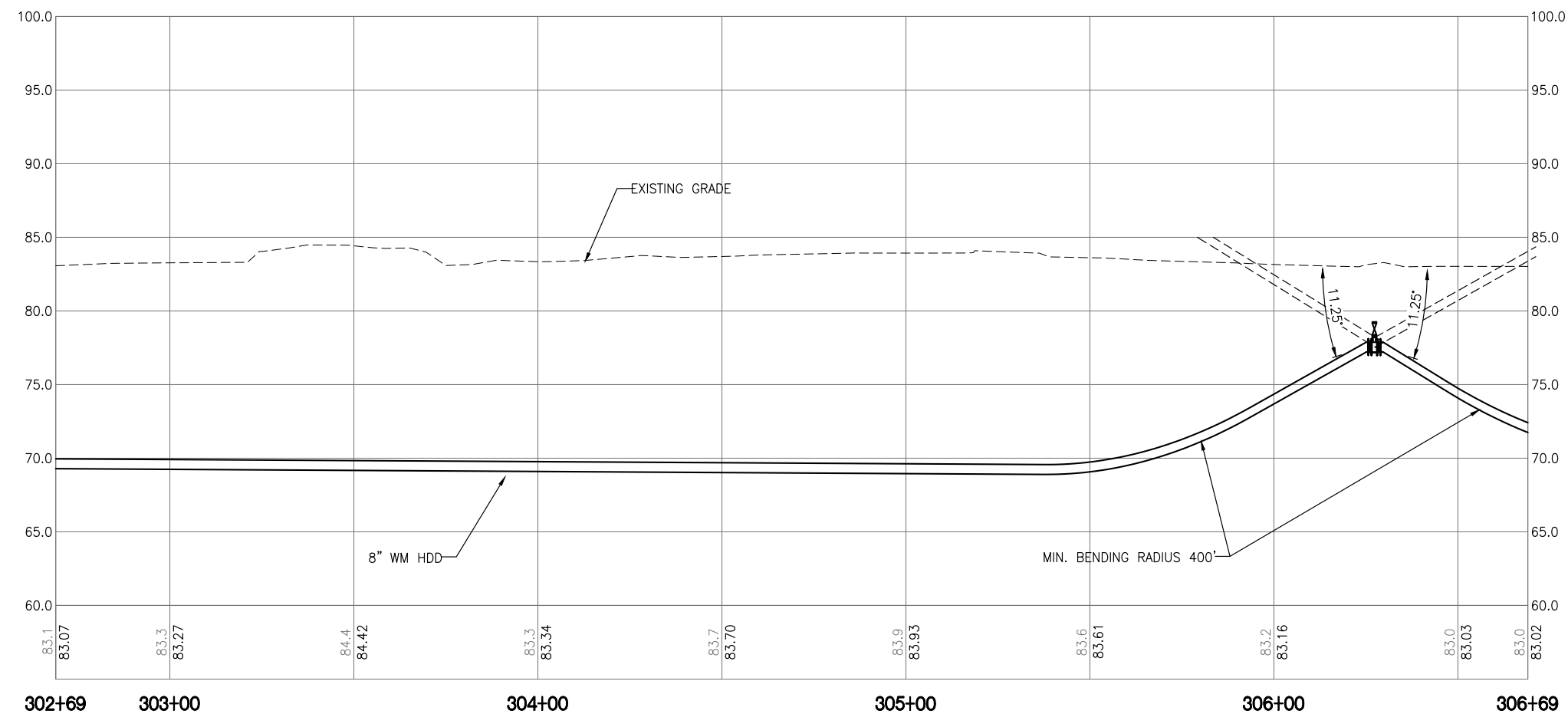
Your response is requested by 3/19/2025

xc:

SIGNATURE: Christopher Seufert



(1) 42" bury depth hydrants and appurtenances to be placed behind the OHP pole with (2) bollards on each side per City/Pasco County guidelines



					DESIGNED	K FRASER	 JonesEdmunds 13545 PROGRESS BOULEVARD, SUITE 100, ALACHUA, FL, 32615 / (352) 377-5821 324 S HYDE PARK AVE, SUITE 250, TAMPA, FLORIDA 33606 / (813) 258-0703	SOUTH 301 W - WATER AND WASTEWATER PIPELINES	WATERMAIN PLANS	THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, PE #57452 ON THE DATE SHOWN ON THE COVER SHEET. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	PROJECT NO:	DATE:
				DRAWN	S SIMS	26110-051-01					MAR. 2024	
1	12/12/23	ADDENDUM 3	KV	KF								
LTR.	DATE	REVISIONS	BY	APPRO.	CHECKED	D PLAVCAN					INDEX NO:	DWG NO:
												C17



4939 Cross Bayou Boulevard
New Port Richey, FL. 34652

Proposal

Project Number

PCM #06A

Date

Account #

3/13/2025

ITB-2023-02

Project Contact

Chris Seufert

Bill To: City of Zephyrhills

Effective Term

30 Days

Project

City of Zephyrhills US 301 Water / Wastewater Pipelines

Description

Qty

Unit

Cost

Total

US Water will provide all labor, Material, and equipment to install 1 fire hydrant with 2 ballards on the new 8" water main along Gall Blvd. per plan sheets provided
By JonesEdmund.

1

EA

\$ 13,100.60

\$ 13,100.60

Additional time needed to complete hydrant installation

1

day

\$ -
\$ -
\$ -

\$ -
\$ -
\$ -

Price listed represents the specific scope of service stated above.
Proposal as quoted represents, labor, material and project management specific to the items listed.
With exception of emergency circumstances, should it become necessary to perform additional services due to unforeseen circumstances, a change order will be required.
Change order shall be executed by the owner prior to continuation of work.
Payment is expected within 30 days from receipt of invoice(s) related to work.
Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal.

Total

\$

13,100.60

Phone #

Fax #

Toll Free

727-848-8292

727-849-8860

866-753-8292

Signature to begin work: _____

FINANCE DIRECTOR'S REPORT 4.1

Budget Adjustment and Agreement 37-24-14 - Carlisle Thompson, LLC - FEMA Public Assistance Grant Management Support Services

Issue:

Need to increase the current purchase order to continue to work with Carlisle Thompson on our FEMA reimbursement application. Budget adjustment from contingency to cover Carlisle Thompson's professional services.

Background:

Hurricane Milton that blew through on October 10, 2024 caused an estimated \$1.4M dollars in damages and \$2.5M in sewer pumping and debris removal. As of April 18, 2025 the City has accrued \$3M in actual expenditures and there are several items that are still being repaired. The City is continuing to work with Carlisle Thompson to ensure the City submits the appropriate documentation to the Federal Emergency Management Agency (FEMA) to maximize our reimbursement. Carlisle Thompson is also assisting us with a FEMA reimbursement request for mitigation on Lift Station #28 to protect it from flooding for any future disaster events.

Attachment(s):

1. Purchase Order - 20250285
2. Agreement to Piggyback - Carlisle Thompson_ LLC - FEMA Reimbursement Consultant(31687151.1)

Fiscal Impact:

Increase the current \$60,000 purchase order to a maximum of \$100,000. Management costs are reimbursed at a flat rate of 5% of the combined total eligible amount of all projects for the event.

Transfer \$100,000 from Administration Contingency to the Finance Professional Services account to cover current and future costs with Carlisle Thompson.

		Decrease	Increase
Administration Contingency	01001200-599100	\$100,000.00	
Finance Professional Services	01001350-531500		\$100,000.00

Staff Recommendation:

Staff has been pleased with all the help and guidance Carlisle Thompson has provided so far and the amount of staff's time saved to focus on recovery efforts. Staff recommends approval.



City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
(813) 780-0000

Bill To

City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Ship To

City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Vendor

CARLISLE THOMPSON LLC
405 W. SEQUOIA SPUR
GEORGETOWN, TX 78628

Purchase Order

Fiscal Year 2025

Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND SHIPPING PAPERS.**

Purchase Order Number **20250285**

Purchase Order Date **11/26/2024**

Department **Finance**

Contract **37-24-14**

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
512-677-4079	CONNIE@CARLISLETHOMPSON.COM	3326	25000323	

NOTES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	FEMA Reimbursement Consultant DR-4834-FL Hurricane Milton GL #: 01001350 - 531500	1.0000	EACH	\$60,000.0000	\$60,000.00

This instrument has been audited in the manner required by local government regulations and laws. Your jurisdiction's specific legal text may be placed in this area.

City Manager

Total Ext. Price \$60,000.00

Purchase Order Total \$60,000.00

City of Zephyrhills
TERMS and CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF ZEPHYRHILLS. WHEN SOLICITATION OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE SOLICITATION/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

Terms: Vendor shall mean the party furnishing the goods, materials, equipment and/or services. City shall mean the City of Zephyrhills. This Purchase Order contains the complete and final agreement between the Vendor and the City to buy the materials/services at the prices stated. No amendments will be made without specific written authorization (change order) issued by the City's Procurement Official.

Vendor is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. City may require proof of such compliance. Vendor shall not assign, or otherwise dispose of its responsibilities under this Purchase Order without prior written approval by the City which may be withheld in the City's sole discretion.

Excusable Delays: The City may as its option grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interest of the City and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

Default: In the event of default by the Seller, City may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess costs occasioned thereby. The following shall be considered a default:

Failure to make complete deliveries within the promised time.

Unauthorized substitution or delivery of goods deemed by the City to be inferior. Inability to the Vendor to fulfill the terms and conditions of this order.

Termination: The City reserves the right to terminate this order in whole or in part for default (a) if Vendor fails to perform in accordance with any of the requirements of this order or (b) if Vendor becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Vendor under any State or Federal law relating to bankruptcy: arrangement, or reorganization, receivership or assignment for the benefit of credits. Any such termination will be without liability to the City except for completed items delivered and accepted by the City. Vendor will be liable for excess costs of re- procurement.

The City of Zephyrhills may terminate this Purchase Order without cause at any time upon fifteen (15) calendar days prior written noticed to the Vendor. In the event of termination, the City shall compensate the Vendor for all authorized work satisfactorily and responsibly completed through the termination date.

F.O.B: All materials must be shipped F.O.B. Destination. The City will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR is to PREPAY SHIPPING CHARGES and add to invoice. Delivery must actually be effected within the time stated on Purchase Order, failing which the City reserves the right to cancel this order and purchase elsewhere. In case of default by the Vendor, the City may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense occasioned thereby.

Terms: By acceptance of this order, the Vendor agrees that the payment terms shall be Net 45 unless otherwise stated.

Responsibility: Will not be accepted for any goods delivered or services performed unless covered by a City Purchase Order and contract (if applicable).

Conflict with Contract: In the event that an additional written contract exists between the City and the Vendor for the sale and purchase of the item(s) subject to this purchase, the terms of the contract shall control.

Purchase Order & Contract Number: Must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

Deliveries: To be made during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 4:00 PM Monday through Friday excluding holidays, unless otherwise stipulated. Failure to notify the City concerning the type of delivery will result in the billing to Vendor of any add-on re-delivery, storage or handling charges.

Inspection: All Goods delivered on this order are subject to inspection upon receipt by representative of the City. All rejected commodities shall remain the property of the Vendor and will be returned at the Vendor's expense.

Quantities: Specified in the order cannot be changed without prior written approval of the City. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

Payment Changes : Payments will be made only to the company and address as set forth on order unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

Anti-Discrimination : Vendors doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, disability or age with regard to but not limited to the following : employment practices , rates of pay or other compensation methods, and training selection.

Liability-Copyright/Patent/Trademark : Vendors shall save and hold harmless the City, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the City or used in the performance of this order.

Indemnification/Insurance : Vendor agrees to indemnify , save and hold harmless the City; its employees and agents against any and all claims, damages , liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees , agents, subcontractors or assignees arising out of the services provided under this Purchase Order. Seller agrees to maintain insurance sufficient to protect the interest of the City.

Occupational Safety and Health : The Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442 . Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: City of Zephyrhills Purchasing, 5335 8th Street, Zephyrhills, FL 33542.

Publicity : No endorsement by the City of the product and/or services will be used by the Vendor in any way, manner or form in product literature or advertising.

Budget : This Purchase Order is subject to the availability of lawfully budgeted and appropriated funds by the City.

I nsurance : Vendor shall maintain insurance acceptable to the City for this Purchase Order and shall submit proof of such insurance to the City upon request. Insurance requirements can be obtained from our Building Department at 813-780-0000 ext. 3513.

Invoices must be mailed to City of Zephyrhills, 5335 8th Street, Zephyrhills, Florida 33542.

Taxes : The City is exempt from paying state and local tax when payment is made directly by the City. Department of Revenue Certification Number is 85-8012740166C-4.

Vendor travel expenses which are approved for reimbursement by the City shall be subject to the limitation listed in Government Services Administration (GSA).

Warranty : Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact , and any other express warranties, the Vendor expressly warrants all items to be free from defects (whether patent or latent) in title , design, workmanship and materials, to confirm strictly to applicable specifications , drawings , approved samples , if any; and to be fit and sufficient for the purpose intended and to be merchantable . Such warranties, together with all other services warranties of the Vendor, shall run to the City. All warranties shall survive inspection, testing, acceptance of, and payment by the City.

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

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

Any other conditions not contained above will be specified within this Purchase Order.

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

WHEREAS, **Carlisle Thompson, LLC**, a Florida limited liability company, having its principal office at 405 W Sequoia Spur, Georgetown, TX 78628 (“Consultant”) entered into an agreement dated November 16, 2023, with **Seminole County, Florida**, a political subdivision of the State of Florida, for Disaster Recovery Consultant Services for FEMA Reimbursement (RFP-604605-23/LAS), attached as Exhibit “A,” services procured pursuant to F.S. §287.057, (the “Agreement”).

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

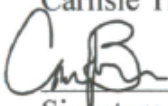
WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Seminole County, Florida for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

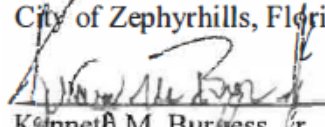
NOW THEREFORE, having found it to be in the public interest,

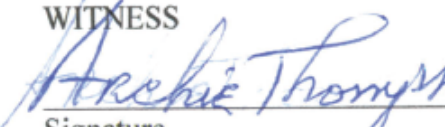
1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the goods services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The purpose of this Agreement is for the Consultant to provide disaster recovery consultant services on an as needed basis to assist with FEMA reimbursement requests and submission to the City as more particularly described in Scope of Services attached as Exhibit B. The terms and conditions of the Agreement between Seminole County, Florida and Carlisle Thompson, LLC dated November 16, 2023 (“Seminole County Agreement”) shall be incorporated herein by this reference and, except as otherwise provided herein, shall apply to this Contract. Company’s fees and charges shall be as provided in the Seminole County Agreement. References to Seminole County in said documents shall mean the City of Zephyrhills. All work shall be subject to separate Task Order(s) agreed upon between the parties. All Task Orders shall be signed by the City Manager.
4. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.

5. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
6. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time without regard to cause at City's convenience with thirty (30) days' notice to Company. In such event, the Company shall only be entitled to payment for services actually performed hereunder prior to such termination.
7. The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the work performed through the notification effective date of the deleted services.
8. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
9. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
10. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor work resulting of sole Contractor's work performed, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

11. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance must accompany this signed contract. Consultant will provide certified copies in insurance policy provided upon request. 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.

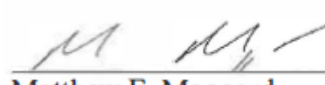
Carlisle Thompson, LLC

Signature
11-21-2024
Date
Connie Brice, President
Print Name
Title

City of Zephyrhills, Florida

Kenneth M. Burgess, Jr.
Council President
11/12/24
Date

WITNESS

Signature
11-21-2024
Date

ATTEST

Ricardo Quinones
Acting City Clerk
11/12/24
Date


Matthew E. Maggard
City Attorney
11/12/24
Date

**EXHIBIT
A**

**DISASTER RECOVERY CONSULTANT SERVICES - FEMA
(RFP-604605-23/LAS)**

THIS AGREEMENT is dated as of the 16th day of November 20 23, by and between **CARLISLE THOMPSON LLC**, duly authorized to conduct business in the State of Florida, whose address is 405 W. Sequoia Spur, Georgetown, TX, 78628, in this Agreement referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide disaster recovery consultant services to Seminole County; and

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

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

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

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package, all

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 1 of 24



addenda to this package, CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

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

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 2 of 24



Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a “Fixed Fee” basis or on a “Time Basis Method”. CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing.

Section 6. Reimbursable Expenses.

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable “Fixed Fee” or “Not-to-Exceed” amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 3 of 24



C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 4 of 24



(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

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

(3) A copy of the invoice must be sent to:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

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

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 5 of 24



Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY.

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 6 of 24



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

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/I.AS)
Page 7 of 24



Section 11. Termination.

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

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

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

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 8 of 24



CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

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

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

Section 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 9 of 24



termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

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

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

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 10 of 24



Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 19. Insurance.

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

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 11 of 24



Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

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

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

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

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

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 12 of 24



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

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

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

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 13 of 24



CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

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

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

(2) Commercial General Liability.

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

(B) CONSULTANT shall maintain these minimum insurance limits:

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 14 of 24



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

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

(4) Business Auto Policy.

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

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

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

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

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

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 15 of 24



(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

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

Section 20. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures" Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims" Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 16 of 24



(a) above of which CONSULTANT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

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

Section 21. Representatives of COUNTY and CONSULTANT.

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

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

Section 22. All Prior Agreements Superseded. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 17 of 24



terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 18 of 24



of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

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

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

(2) CONSULTANT shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 19 of 24



All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST 2ND, SANFORD, FL 32771.**

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 20 of 24



constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 21 of 24



For COUNTY:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONSULTANT:

Carlisle Thompson LLC
405 W. Sequoia Spur
Georgetown, TX 78628

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

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

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 22 of 24



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

(c) CONSULTANT shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

Section 33. Addendum. COUNTY and CONSULTANT shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement as Exhibit E. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONSULTANT as a result of a disaster.

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

ATTEST:

Witness

Print Name

Witness

Print Name

CARLISLE THOMPSON LLC

By:

CONNIE S. BRICE, Manager

Date:

11-15-2023

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 23 of 24



SEMINOLE COUNTY, FLORIDA

[Signature]
Witness
Louis Straffi

Print Name

G. Marrozos

Witness

Gladys Marrozos

Print Name

By: *Tammy Roberts*
TAMMY ROBERTS,
Procurement Administrator

Date: 11/16/2023

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its November 14,
2023 regular meeting.

Approved as to form and
legal sufficiency.

David G. Shultz

County Attorney

GLK\DGSL\fa

10/18/2023

T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604605 (Carlisle Thompson LLC).docx

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Affidavit of E-Verify Requirements Compliance
- Exhibit E - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 24 of 24



Exhibit A

SCOPE OF SERVICES

Purpose: Seeking to retain services of a competent and qualified Consultant(s) for Disaster Recovery Services. Consultants will be required to fulfill including, but not limited to, the following tasks and obligations:

1. Financial recovery in support of the Fiscal/Budgetary operations of the County, primarily related to federal and state disaster reimbursement. The consultant will prepare required documentation for any disaster claims, coordination of appeals processes of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events. This task may also include personnel to represent the County and provide project management of complex and long-term disaster driven projects.
2. Staffing of the Documentation Unit within the Emergency Operations Center during local activation. This includes sheltering in place while conditions prevent the save travel during an event. Primary tasks performed under this unit include maintaining work records, daily reports, verifying County policy is adhered to, and management of other activation related documentation. Operational periods are typically twelve-hour shifts.
3. Provide upon request debris specialist for contract and operations monitoring of County debris operation.
4. Provide upon request damage assessment of County facilities, including technical assistance to deliver a detailed report that include descriptions, dimensions, and other elements of information required to support reimbursement of repair expenses.
5. Policy review and development pertaining to policies used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recovery requirements and procedures.

The consultant must have in depth knowledge of government financial operations and accounting, Federal Emergency Management Agency (FEMA) regulations and requirements related to the Stafford Act and the Public Assistance Program, including Title 2 and Title 44 of the Code of Federal Regulations.

The consultant must have current experience in Florida with Federal Emergency Management Agency (FEMA) funding through the Public Assistance Program, including section 406 mitigation projects. The experience must encompass the initial request for public assistance through project closeout and final reconciliation. In addition, the consultant should have knowledge of Federal Highway Administration (FHWA), as well as Natural Resources Conservation Service (NRCS) funding opportunities.

It is preferable that the consultant have local resources available.

Task assignments/Release Orders will be issued via purchase order on an as needed basis.

Please indicate how you would manage the response and financial recovery process for Seminole County, including the use of onsite personnel, personnel working remotely, and the use of technology.



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

Board of County Commissioners
PURCHASE ORDER

ORDER NUMBER: 48148

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

S
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ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

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

TOTAL AMOUNT 0.00

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 11/17/2023 14:09:33 -05:00
eCertified Id: 14C7-C7KE-167Q
Page 26 of 45

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AccountsPayable@fl.gov or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

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

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

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

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

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

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

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

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

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

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.
Rev 10/2021



**Exhibit C
Price Proposal**

RFP-604605-23/LAS – DISASTER RECOVERY CONSULTANT SERVICES - FEMA

Name of Proposer: Carlisle Thompson LLC

Mailing Address: 405 Sequoia Spur

City/State/Zip: Georgetown, TX 78628

Phone Number: (407) 353-2787

FAX Number: ()

E-Mail Address: connie@carlislethompson.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 3, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation, and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

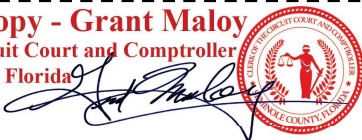
The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits, Profit
- Equipment and related items
- Any Cost associated with work

Position Description - Minimum Experience	Hourly Rate
Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 years Federal Disaster Recovery experience)	\$215.00
Disaster Recovery Project Manager (Minimum 5 years FEMA Public Assistance experience)	\$180.00
FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	\$150.00
FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Assistance experience)	\$120.00
PA Grant Admin	\$80.00

REIMBURSABLE EXPENSES POLICIES AND ALLOWANCES:

1. Reimbursement for mileage will be at the IRS rate. Local mileage not allowed within a 50 mile radius of the job site.
2. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants.
3. Reimbursement for lodging shall be at \$100.00 or the actual expenses for lodging at a "non-resort" type hotel located in Seminole County. Meals shall not exceed:



Without Receipts

A. Breakfast \$6.00
B. Lunch \$11.00
C. Dinner \$19.00

With Receipts:

\$10.00
\$13.00
\$27.00

Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of the Contractor.

4. Reimbursement for air fare shall be based on coach rates.
5. Reimbursement for reproductions, drawings and postage is authorized at actual cost.

Note: Any expenses under the above reimbursement policies must be supported by documents such as a receipt or invoice, identify the employee/contractor's name, date of services and explanation of the expense. Travel expenses must be submitted or invoiced to the County within 90 days.



DISASTER RECOVERY CONSULTANT SERVICES- FEMA

Please provide the hourly rate for each line item in the table. The hourly rate shall include all costs associated with providing the required services including, but not limited to: General Administrative Overhead. Fringe and benefits, profit. Equipment and Related items. Any cost associated with work. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	1	Hr	\$215.00	\$215.00
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	1	Hr	\$180.00	\$180.00
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	1	Hr	\$150.00	\$150.00
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	1	Hr	\$120.00	\$120.00
5	PA Grant Admin	1	Hr	\$80.00	\$80.00
TOTAL					

DISASTER RECOVERY CONSULTANT SERVICES- FEMA

Please provide the Estimated percentage of Project hours for EACH Position. The 'Percentage' column total should be 100%. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Unit of Measure	Percentage
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	Percent of Total Project Hours	5%



Line Item	Description	Unit of Measure	Percentage
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	Percent of Total Project Hours	15%
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	Percent of Total Project Hours	35%
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	Percent of Total Project Hours	25%
5	PA Grant Admin	Percent of Total Project Hours	20%



Additional Positions				
Description	Quantity	Unit of Measure	Estimated % of Project Hours	Unit Cost
Junior Consultant	1	Hr	As Needed	\$ 105.00
Insurance Specialist	1	Hr	As Needed	\$ 165.00
Cost Estimator	1	Hr	As Needed	\$ 165.00
Project Manager, Owner Representative	1	Hr	As Needed	\$ 200.00
Project Coordinator	1	Hr	As Needed	\$ 150.00
Engineer (PE)	1	Hr	As Needed	\$ 225.00
Engineer (EIT)	1	Hr	As Needed	\$ 180.00
FEMA Appeals Specialist	1	Hr	As Needed	\$ 245.00
Emergency Operations Liaison	1	Hr	New Activation	\$ 245.00
Damage Assessment/ NFIP SDA Team				
Lead Inspector (Travel Expenses Included)	1	Hr	New Declaration	\$ 185.00
Inspector (Travel Expenses Included)	1	Hr	New Declaration	\$ 155.00
Documentation Unit				
Documentation Unit Lead	1	Hr	New Activation	\$ 190.00
EOC Document Unit Specialist	1	Hr	New Activation	\$ 165.00
EOC Documentation Unit Admin	1	Hr	New Activation	\$ 100.00

Seminole County and 21600 N. 1st Ave., Suite 100, Orlando, FL 32819
 Carlisle Thompson, LLC



Agreement Name: _____

Agreement Number: RFP-604605-23/CAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number _____ for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

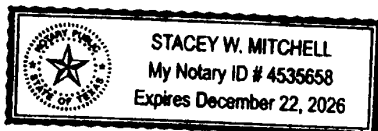


DATED this 15th day of November, 2023.

Carlisle Thompson, LLC
Consultant Name
By: [Signature]
Print Name: CONNIE BRICE
Title: President

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 15th day of November, 2023, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Connie Brice, ☐ who is personally known to me or ☒ who has produced TX DL as identification.



Stacey Mitchell
Print Name Stacey Mitchell
Notary Public in and for the County Seminole
and State Aforementioned Stacey Mitchell
My commission expires: 12/22/24

E-Verify Affidavit
Revised 11/2020



Exhibit E

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

- A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 1 of 11



- B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
- C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

- 1 Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.
- 2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.
- 3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

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

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

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 2 of 11



considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 4 Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 3 of 11



including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 4 of 11



5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation 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 such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 5 of 11



organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7 Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

(1)

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 6 of 11



- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."
9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)
- (1) The Contractor certifies, by signing this Addendum, to the best of Contractor's knowledge and belief, that:

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 7 of 11



- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)
- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.

Addendum A - Federal Emergency Management Agency (FEMA)
 Additional Terms for Seminole County Contracts
 Page 8 of 11



- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 9 of 11



obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Additional FEMA Provisions

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

- (1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

- 1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
- 2 Resource Conservation and Recovery Act
- 3 National Historic Preservation Act

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 10 of 11



- 4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act
18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)
- Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (c) [§74A (c) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.
19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)
- Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.
20. Performance and Payment Bonds. (Applicable to all FEMA contracts)
- If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.
21. Materials and Supplies. (Applicable to all FEMA contracts)
- All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.
22. Subcontracts. (Applicable to all FEMA contracts)
- To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre

8/29/19

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Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 11 of 11





Carlisle Thompson

**EXHIBIT
B**

November 5, 2024

Ted Beason
Karen Miller
Zephyrhills, Florida

RE: Quote for FEMA Public Assistance (PA) Grant Management Support Services

Ms. Miller & Mr. Beason:

Carlisle Thompson proposes the following services to meet the grant management needs for the City of Zephyrhills, Florida, primarily related to FEMA Public Assistance disaster grants. We anticipate our staff will perform the services detailed below:

Scope of Services:

- Assist the City in identifying opportunities to maximize public assistance and post disaster federal and state grant funding.
- Prepare and process required documentation for disaster reimbursement claims.
- Coordinate with City departments to develop and submit documentation to FEMA and other related grants.
- Provide and perform services necessary to secure appropriate disaster funding reimbursement.
- Additional federal and state grant related tasks assigned by the City.

Carlisle Thompson is currently contracted with Seminole County, Florida, through a proper procurement that meets the County's and Federal procurement requirements. Carlisle Thompson will extend and agree to the Seminole County contract provisions and rates to meet the immediate disaster recovery needs for the City of Zephyrhills, FL.

We recommend starting with a task order/purchase order of \$60,000.00 and evaluate the project requirements in 90 days.

Please contact me at 407-399-8848 if you have any questions or need additional information.

Best Regards,

Stephen Brice
Co-Founder, Vice President



405 West Sequoia Spur
Georgetown, TX 78628



407.399.8848
512.677.4079



carlislethompson.com
sdbrice@carlislethompson.com

Second Page



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Georgetown, TX 78628



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carlislethompson.com
sdbrice@carlislethompson.com

CITY MANAGER'S REPORT 5.1

ZEDC Quarterly Update

Issue:

The ZEDC will present an update on economic development to the City Council.

Background:

The ZEDC provides City Council with an update Quarterly on the status of economic development within and affecting the City of Zephyrhills.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

N/A

NOTED ITEMS 6.1

March 2025 Quarterly Investment Report

Issue:

March 2025 Quarterly Investment Report

Background:

This City Council will receive this report quarterly going forward.

Attachment(s):

1. March 2025 Quarterly Investment Report

Fiscal Impact:

Staff Recommendation:

City of Zephyrhills

Cash and Investment Report

	March 2025			March 2024	
Florida Safe Investment Pool	\$	31,275,509	4.42%	29,264,116	5.37%
Florida Prime Investment Pool	\$	29,847,846	4.51%	29,525,059	5.52%
Florida Prime (ARPA- Hercules Park)	\$	2,205,437	4.51%	8,051,275	5.52%
Truist Operating	\$	1,579,065	0.9%	697,355	1.0%
Truist Utility Deposits	\$	1,449,760	--	1,449,760	--
Truist Utility Debt Service	\$	377,919	--	377,919	--
Total	\$	64,907,856		67,537,805	
General Fund	\$	20,758,922		17,719,069	
Special Revenue Fund	\$	8,696,091		14,547,292	
CRA	\$	3,092,571		1,973,582	
Impact Fee Fund	\$	7,920,774		7,927,782	
Utility Impact Fees	\$	12,894,579		11,106,628	
Utility Fund	\$	7,139,391		10,463,407	
Airport Fund	\$	2,448,712		1,864,090	
Sanitation Fund	\$	1,956,815		1,935,954	
	\$	64,907,856		67,537,805	
Total Interest	\$	1,457,395		\$	1,793,269